

Agreement
between the
City of Presque Isle
And
Presque Isle Professional
Fire Fighters Local #5459

From: January 1, 2024

To: December 31, 2026

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THIS AGREEMENT, entered into by and between the City of Presque Isle, hereinafter referred to as "City" and Presque Isle Professional Fire Fighters IAFF Local #5459, hereinafter referred to as "Union," wherein both parties mutually agree as follows:

ARTICLE 1 - PREAMBLE

Pursuant to the provision of 26 M.R.S.A. 961-074; the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient municipal operations.

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive representative of all Deputy Chiefs, Captains, Drivers and Firefighters in the Presque Isle Fire Department, except as provided herein, for the purpose of bargaining with respect to wages, hours of work and working conditions.

ARTICLE 3 - UNION SECURITY

Membership in the Local Union is not compulsory. Membership in the Local Union is separate, apart, and distinct from the assumption by an employee of his equal obligation to the extent that he 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 the employee is a member of the Union. The terms for this Agreement have been made for all employees in the Bargaining Unit and not for members in 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 employees in the Bargaining Unit. Accordingly, it is fair that each employee in the unit pay his own way and assumes his fair share of the obligations along with the grant of equal benefits contained in this Agreement.

Section 1 - Union Membership

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement.

Section 2 - Check-off

- A. Any employee choosing membership in the Union shall be required to sign a written payroll deduction authorization form authorizing deduction from his or her pay of the membership of the Agreement or the day thereafter the employee becomes covered by the Agreement.
- B. The Union shall indemnify, defend, and hold the City harmless against all claims and suits which may arise as a result of action taken pursuant to this Article and in the collection of dues.

ARTICLE 4 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

Section 1 -

The City retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. Such rights shall include and shall not be limited to the operation and management of the City's fire department; the direction of the working force; the right to hire, discharge and discipline; to change assignments; to promote, suspend to reduce or expand the working forces; to transfer, to maintain discipline, to establish work schedules, to introduce new, improved, or changed methods of work or facilities; to change, combine or eliminate jobs, work tasks or positions.

The City's not exercising of such functions in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2 -

The City may adopt rules and regulations for the operation of the department and the conduct of its employees, provided such rules do not conflict with any specific provisions of this Agreement.

ARTICLE 5 - STRIKES AND SLOWDOWNS PROHIBITED

The Union agrees that during the term of this Agreement that neither it nor its Officers or members engage in, encourage, sanction, support, or suggest any strikes, mass absenteeism, picketing while on duty or other similar actions which are directed toward the City, or would interfere with any of the work of the City or department.

Failure or refusal on the part of any employee or agent to comply with any provision of this Article, shall be cause for whatever disciplinary action, including suspension or discharge deemed necessary by the City. In consideration of no-strike pledge by the Union and employees, the City shall not lockout employees for the duration of this Agreement. Neither the violation of any provisions of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful, state, or local law shall excuse employees, the Union, or the City from their obligations under the provisions of this Article. Alleged violations of any provisions of this Article is appealable immediately by either party, to the Superior Court within and for the County of Aroostook and State of Maine for the purpose of securing specific performance of the provisions of this Article.

ARTICLE 6 - TIME OFF WHILE PERFORMING UNION DUTIES

All employees covered by this Agreement, who are stewards of the Union, shall be allowed time off with pay for official Union Business with representatives of management by appointment, if there is sufficient manpower available to cause no interference with departmental operations. Representatives of the Union shall be allowed time off with pay during their regular work or shift hours to investigate grievances or to attend grievance hearings, but in no case, shall such time exceed a total of two (2) hours per week for not more than two (2) representatives.

Exceptions to the above limitations would be for contract negotiation.

No time off or to leave of absence shall be permitted under this Article unless the Chief determines there is sufficient manpower available for normal departmental operations.

It is understood and agreed that all employees have productive work to perform and will not leave their jobs during hours to attend to Union matters, except as provided above.

ARTICLE 7 - SENIORITY - PERSONAL REDUCTION

- A. The City shall establish a seniority list, and it shall be brought up to date on January first (1) each year, and posted on the bulletin board as soon as practicable thereafter. A copy of same shall be sent to a designated representative of the Union. Any objection to the seniority list, as posted, must be reported to the City within ten (10) days from the date of posting or it shall stand as accepted.
- B. Seniority shall be the governing factor in the event of layoff or recall to duty, provided the senior employee is qualified to perform the available work.

ARTICLE 8 - PROMOTION PROCESS

Procedure for promotions shall be as contained in the City's Personnel Rules and Regulations.

ARTICLE 9 - EXTRA WORK ASSIGNMENTS

- A. Extra work assignments resulting from absenteeism of regular employees on their schedule shall be offered first to other regular employees on the same job of another shift on a rotation basis. If the employee in the same job on another shift refuses to work, the absenteeism will be filled by seniority.
- B. Extra work assignments outside the regular working schedule shall be assigned to the members of the department by seniority provided the senior employee is available at the time the work is assigned and is qualified to do the work. Regular employees will be offered such work in order of their seniority, and when assigned to the work, will be allowed to complete the specific assignment without being bumped or replaced by another member of the department.
- C. Employees working on City related extra work assignments shall be paid at one and one-half (1½)

ARTICLE 10 - TRAINING

- 1. When the opportunity arises for members of the department to train for a higher paying job, senior employees who have not had previous opportunity to receive such training shall be given first consideration. Such training shall not be deducted from vacations and shall be paid by the City if approved by the City.
- 2. The City shall post mandatory training for a minimum of two weeks prior to the training.
- 3. The Department agrees to pay the cost of tuition with prior approval of the Fire Chief for any covered employees wishing to receive, or needing to maintain certification and or licensing in the following programs:
 - o Basic Life Support

- Advanced Cardiac Life Support
 - Pediatric Advanced Life Support
 - Pediatric Education for Pre-Hospital Providers
 - Pre-Hospital Trauma Life Support
4. The department will schedule continuing education hours on a regular basis for employees to attend on the irregular scheduled shifts for maintaining licensure as and EMT, AEMT, EMT-P, accordingly, should an employee be absent during said classes, for whatever reason, the employee will be responsible for attending alternative classes as required to maintain enough CEU's for recertification. An employee will not be paid to attend alternate classes held outside of his/her regularly scheduled working hours, except in instances of extenuating circumstances to be reviewed by the Fire Chief.
5. All employees must maintain a valid State of Maine drivers license and notify the Chief of any suspension of that license. All employees must maintain a current State of Maine EMS license at their current level. The State notifies the Holder of the EMS license of pending expiration or status changes. It is therefore imperative that the employee notify the Chief of any status change or lapse of said license. Any changes in or suspension of said license must be reported to the Chief immediately. Pay to be adjusted to proper EMS license level with effective date of change. In special circumstances a reasonable amount of time will be allowed for relicensing.

ARTICLE 11 - DUTIES OF EMPLOYEES

The duties of the employees covered by this Agreement shall be the protection of life and property and prevention, control and extinguishment of fires, participation in training, inspection services and fire prevention activities, the care and custody and maintenance of fire equipment, apparatus and quarters, and the carrying out of the duties normally required of a fire department. However, nothing herein shall be construed as diminishing the current duties of the employees.

At the discretion of the Fire Chief, he may allow employees, while on duty to attend classes in school, but the education must be related to the benefit of the City of Presque Isle.

ARTICLE 12 - WORK WEEK

The normal work week for Captains, Drivers, and Firefighters shall be one or two days on duty during each week, depending on their schedule. This shall result in an average of forty-two (42) hours per week. It is understood that employees in those classifications will be "on duty" for twenty-four (24) hours, "off duty" for twenty-four (24) hours "on duty" for (24) hours, and "off duty" for one hundred twenty hours (120) in a continuing rotation, except for any possible utility Firefighter whose schedule shall be determined by the Chief. Any scheduled time after forty-two (42) hours an employee will be paid at an overtime rate of time and a half.

ARTICLE 13 - WAGES - CALLBACK - LONGEVITY - HOLIDAY PAY

- A. Any employee called back to work outside of their normal scheduled hours shall receive a minimum of three (3) hours at time and one-half (1 ½) pay for each call back. Call backs shall be on a

voluntary basis. If no off-duty person (using the seniority list) wants the call back, the Chief reserves the right to require the least senior person qualified for the job to report to work. Call back will consist of an emergency that is either a still call or toned call, and to include filling call back for airport coverage.

- B. Employees who report for call back shall not be required to perform any work not directly connected with the express purpose of the call back.
- C. Wages shall be paid in accordance with Appendix "A", which is attached.
The wage scale shall be in effect by 4% retro to January 1, 2024, and 4% each year after until 2026. Step increases after step 6 to include 8, 12, 17, 20, 25.

Holiday Pay

The following holidays shall be paid holidays for all employees covered by this Agreement:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Patriot's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day

Holiday pay shall be twelve (12) hours at the employee's regular straight time hourly rate. Holiday pay will be paid for the day the holiday is observed on the calendar not the day the City observes the holiday.

Two personal days to be taken at the discretion of the Chief. To be eligible for the personal day, an employee must have completed six (6) months of continuous service.

All employees hired after January 23, 2014, shall receive their pay through direct deposit.

Retro Pay will be backdated to January 1, 2024 from the 20th of April, 2024.

Sidebar Agreement:

1. Fire Prevention Officer: \$250 yearly stipend for each officer.
2. Longevity for Adam Rider is deemed no longer applicable due to longevity steps being created for all employees covered under this Agreement. Adam Rider will fall in place of step 25 effective January 1, 2024.

ARTICLE 14 - VACATION - COMP TIME

- A. All permanent employees who have more than six (6) months of service and less than six (6) years of service with Presque Isle Fire Department shall be entitled to a vacation with pay of eighty-four (84) hours during each calendar year.
1. All employees who have completed five (5) years or more service with the Presque Isle Fire Department shall be entitled to a vacation with pay of one hundred twenty-six (126) hours during each calendar year.
 2. All employees who have completed ten (10) years of service with the Presque Isle Fire Department shall be entitled to a vacation of one hundred forty-seven (147) hours during each calendar year.
 3. All employees who have completed fifteen (15) years of service with the Presque Isle Fire Department shall be entitled to a vacation of one hundred sixty-eight (168) hours during each calendar year.
 4. All employees who have completed twenty (20) years of service with the Presque Isle Fire Department shall be entitled to a vacation of two hundred ten (210) hours during each calendar year.
- B. Entitlement to vacation under this Section shall be determined monthly after the first-year anniversary date of hire of the employee.
- C. The City agrees that each employee may take earned vacation accruals anyway the employee requests with the approval of the Chief.
- D. An employee may accrue no more than two hundred ninety-four (294) hours of vacation.
- E. If an employee is scheduled to work Christmas Eve or Christmas Day, he may not take his vacation during the week of Christmas unless agreed to by his opposites and the Chief.
- F. In the event of dismissal of an employee for cause, or if an employee voluntarily leaves his employment, said employee shall be entitled to vacation pay for all unused vacation earned at time of separation from employment.
- G. Employees who are separated in good standing or retire from the Presque Isle Fire Department and who have accrued vacation time to their credit at the time of such separation or retirement shall be paid the wages equivalent to the accrued vacation, but in no case to exceed two hundred ninety-four (294) hours, provided the employee submits a written notice fourteen (14) days in advance of his last day of actual work.
- H. Two employees can be on vacation year-round if the shift is filled with comp time. Any use of overtime to cover the vacation shift can only be used at the discretion of the Chief.
- I. Comp time would be used to cover vacation for more than one employee per shift.
- J. Comp time would only be used if the Chief decided the shift would be covered.
- K. Employees would not exceed one hundred sixty-four (164) hours on the books at any time.
- L. Employees would use all comp time before separating employment with the City.
- M. The Fire Chief has the right to approve or deny comp time usage.

N. Holiday and sick leave payout will be available to roll into Comp time. The employee will be responsible for putting in his/her time into payroll or callback sheet to be rolled over.

ARTICLE 15 - INSURANCE

Part A. Health Insurance

Regular full-time and part-time employees working thirty (30) hours or more per week are eligible to participate in the health insurance program offered by the City.

The City agrees to continue medical coverage with the Maine Municipal Employees Health Trust Comprehensive Plan and Point of Service Plan. The employees shall be converted to the MMEHT PPO 1500 plan. The Union recognizes, without protest, that the administrators of any plan offered by the City may make changes to the benefits offered in a particular plan and if the plan is offered in the future.

The percentage of PPO 1500 premium cost sharing ratios shall be:

Single:	80% City/20% Employee
Employee & Child:	70% City/30% Employee
Family:	70% City/30% Employee

Employees shall receive a longevity health insurance credit towards any weekly contributions for the purchase of City issued health insurance based on the following:

- 19 years of greater \$35.00 per week

Employees that do not purchase health insurance through the City are not eligible for the longevity health insurance credit. The maximum longevity health insurance credit any employee may receive is equal to the amount of the payment the employee must make towards health insurance. If an employee's credit exceeds the amount owed per week, the balance will be retained by the City.

The City will contribute towards a HRA for each employee enrolled in the PPO 1500 as follows:

Single:	\$3,600.00
Employee & Child:	\$7,200.00
Family:	\$7,200.00

However, each employee will be responsible for the first dollars applied to the deductible as follows:

Single:	\$400.00
Employee & Child:	\$800.00

Family: \$800.00

Any unused HRA funds that remain at calendar year end will revert to the City.

Employees who work 30 hours but less than 37.5 hours per week, shall be eligible to receive a prorated City contribution based on a forty (40) hour week.

For the purpose of calculating this benefit, the years of service will be adjusted with the first paycheck issued in January based on the total completed years of service or parts thereof, rounded up.

The City agrees to meet with the Union to review the coverage provided by a medical insurance carrier prior to making any changes in the current medical insurance carrier. The purpose of such meeting will be to review the plan offered by the new carrier to ensure equivalent benefits are maintained. The final decision regarding the medical insurance carrier is vested with the City.

If the parties agree the benefits are equal, a Memorandum of Agreement so indicated shall be signed. If the Union does not agree the benefits are equal, it reserves the right to pursue the matter as a grievance.

The City shall allow eligible unit members to join the Northern New England Benefit Trust Insurance providing that the following provisions are met. First, that the City Council determines that retirees are adequately covered with comparable health insurance coverage as offered by the Maine Municipal Employees Health Trust or insurance offered at the time. Second, that the aggregate cost to join the Northern New England Benefit Trust is equal to or less than the City's cost of the Maine Municipal Employees Health Trust of the insurance offered at the time.

If the unit joins the Northern New England Benefit Trust Insurance, the parties shall not be obligated to further negotiate issues related to rejoining unless mutually agreed to by both parties.

Part B. Health Insurance Stipend

The City will offer stipends for eligible employees who do not participate in the City's health insurance to the fullest. Stipends are on an annual basis and do not become part of the employee's wages. Stipends are subject to all applicable federal and state taxes and Maine State Retirement. Stipends are prorated monthly and will be paid to the employee through payroll on the last pay week of each month that the employee qualifies. Employees are not provided stipends for dropping dependents that are no longer eligible for health insurance coverage under the City's group plan. Employees who qualify for a stipend by dropping the City's health insurance for themselves or dependents (eligible for health insurance coverage with the City) must be able to demonstrate that they or their dependents have other health insurance coverage. Stipends will not be implemented until verification of insurance is provided to the City.

Stipends are as follows:

An employee, with no dependents eligible for the City's health insurance, who does not take coverage for himself, shall receive:

\$1,000.00 per year

An employee, eligible for Employee/Child coverage, who drops the child coverage, reverting the employee to single coverage, shall receive:

\$800.00 per year

An employee who drops his coverage and child coverage, and therefore is not covered on the City's insurance, shall receive:

\$1,800.00 per year

An employee who has a spouse eligible for family coverage on the City's insurance and does not cover the spouse, shall receive:

\$600.00 per year

An employee who has dependents eligible for family coverage on the City's health insurance and does not cover those dependents (employees would have single rate coverage), shall receive:

\$1,200.00 per year

An employee along with dependents who are eligible for family coverage on the City's health insurance, and does not cover himself and dependents shall receive:

\$2,200.00 per year

An employee whose spouse works for the City, and both qualify separately for the City's Health insurance (the stipend will be paid to the employee who is not the contract employee on the health insurance), shall receive:

\$600.00 per year

Part C. Section 125 Plan

The City shall offer a Section 125 Flexible Benefits Plan to eligible employees and pay the administrative fee costs of the plan.

Part D. Visions and Dental

The City shall offer Vision and Dental to eligible employees as follows:

Single:	100%	Employee
Employee & Child:	100%	Employee
Family:	100%	Employee

The employees may choose one, both and neither of the above coverages. An employee declining one or both insurances does not make the employee eligible for a stipend.

ARTICLE 16 - DEPARTMENTAL MEETINGS

The Chief may call departmental meetings as needed, provided such meeting is scheduled in advance. If an employee cannot attend the meeting, he must notify the Chief in advance of such meeting.

ARTICLE 17 - PENSIONS

Maine State Retirement:

Employees who were eligible and participating in the Maine State Retirement System prior to July 1, 1996, may remain in the Maine State Retirement System. For those employees who remain in the Maine State Retirement System, all retirement plans in effect as of June 30, 1996, remain the same. Employees that enroll after the City's rejoining of Maine State Retirement System in January 2020, will pay into both Maine State Retirement and Social Security under the 3C plan. The 3C plan is 25 years of service with no age and 2/3 of average final compensation for three (3) highest years of compensation, plus 2% for each year of service beyond 25 years.

Mission Square:

A 401a Money Purchase Plan – the City will contribute six percent (6%) of gross wages for all regular employees who meet the eligibility requirements. Eight percent (8%) of an employee's gross wages will be contributed by the City for eligible employees who qualify and would be considered "Special Plan" employees. "Special Plan" employees are those positions that would have qualified for the "Special Plan" under Maine State Retirement (Police Officers, Police Sergeants, Detectives, Dispatch and Firefighters). A 457 Plan-Deferred Annuity is available for eligible employees to voluntarily participate in. For an employee participating, the City will match the employee contribution up to an amount of one percent (1%) of the employee's gross wages. The plan document provides more detail for investment options that the employee may choose and further explains eligibility requirements. Eligibility requires one (1) year defined as 1,000 hours. Entry is on the first day of the calendar quarter following completion of the eligibility requirement.

Vesting Schedule:

Years of Service Percent

Less than 2 years	0%
2 years, but less than 3	40%
3 years, but less than 4	80%
4 years, but less than 5	100%

Effective the next full month following the signing of the 2011-2013 contract, all payments made on behalf of the 401a and 457 deferred compensation plans shall be paid on a monthly basis and credited appropriately in the employee's account.

ARTICLE 18 - LEAVE OF ABSENCE

A. Sick Leave-

1. Sick leave shall be accrued at the rate of twenty-four (24) hours for each full calendar month of service beginning with the first calendar month of employment accumulative to a maximum of two thousand, two hundred eight (2,208) hours.

2. After ten (10) years of service, each employee shall be eligible to accrue forty-eight (48) hours of sick leave. Twenty-four (24) hours shall be credited to each employee's sick leave accumulation after each six (6) months of work.
3. Sick leave for members of the Presque Isle Fire Department may only be used in the following cases:
4. Personal illness of physical incapacity of such degree as to render the employee unable to perform the duties of his position unless the employee is found capable of other work in the department by the Fire Chief and assigned to such work. If requested, the employee shall furnish the Fire Chief a certificate from his attending physician. If the physician certifies that the employee is unable to perform his duties due to illness of physical incapacity, the physician's bill for such examination shall be paid for by the City. If the physician does not so certify, his bill shall be paid by the employee. Employees may use sick time for appointments dealing with family health and medical issues for people who are in the same household.
5. Attendance upon members of the family within the household of the employee, children of the employee under eighteen (18), not living in the household, and employees parents, when their illness requires care by such employee not to exceed two hundred and eighty-eight (288) hours per year.
6. Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions, shall be charged proportionately in an amount not smaller than one-quarter ($\frac{1}{4}$) hour increments and will be charged to accrued sick leave in direct proportion to the regular work day absence.

7. Employees shall see that their department head is notified of the reason for their absence not previously arranged for, within two (2) hours of the beginning of the unexpected absence.
8. Any employee qualifying for a day's sick pay under above provisions shall receive equivalent of a normal day's pay.
9. Employees covered under this Agreement shall accumulate and shall be entitled to sick pay benefits based on one day for one day. Employees who work twenty-four (24) hour shifts shall accrue twenty-four (24) hours of sick pay per month and shall receive twenty-four (24) hours for once (1) sick day.
10. If an employee covered under this Agreement while accumulating sick leave does not use any sick leave during six (6) consecutive months, he will receive from the City of Presque Isle twenty-four (24) hours of pay at the hourly rate of the employee.

B. Additional Sick Leave Entitlement-

Each employee who has accumulated sick leave shall be entitled to one hundred twenty (120) hours of sick leave per year in the event of a major illness (such as heart attack, stroke, cancer, loss of limbs, automobile

or other vehicle accidents or other similar illnesses or injuries) or for those employees who need such days while waiting for Worker's Compensation to commence for those employees waiting for disability retirement to commence.

C. Bereavement Leave-

1. In the event of the death of the employee's spouse, child, mother, father, brother, sister, stepmother, stepfather, stepchildren, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren, the employee shall be entitled to up to seventy-two (72) hours leave for the purpose of attendance at the funeral and assisting in the necessary family arrangements. Such leave shall be with pay and without any deduction from sick leave.
2. An amount of time, determined by the Chief, but in no case to exceed twenty-four (24) hours will be allowed for attendance at funerals for the following relatives of the employee not provided under Section C-1 above: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or any other relative who when such relative is living in the same household as the employee. Such leave shall be with pay and without any deductions from sick leave.

ARTICLE 19 - UNUSED SICK LEAVE

Retirement -

Employees will not be allowed any payout of accrued sick leave upon termination of employment. An employee who is eligible to draw a retirement pension from the Maine State Retirement or the 401a Money Purchase Plan, at the time of leaving active service with the City, and who has a minimum service of 10 years. Shall be entitled to receive an amount equal to their wages at the time of such retirement of one third ($\frac{1}{3}$) the number of hours of unused sick leave which he has accumulated, pursuant to Article 18-Leave of Absence, A.1 (2,880 hours), to a maximum of nine hundred sixty (960) hours.

Any employee hired after January 1, 2002, shall be entitled to receive an amount equal to their wages at the time of such retirement of one third ($\frac{1}{3}$) the number of hours of unused sick leave which has accumulated, pursuant to Article 18-Leave of Absence, A. I (2,880 hours), to a maximum of three hundred twenty (320) hours.

Any employee hired after January 27, 2014, shall be only entitled to sick leave payout after twenty-five (25) years of continuous employment with the City. Said payout shall be subjected to the above limitations and at the applicable percentages.

Effective November 11, 2014 - for the purposes of this Article, eligibility to draw a retirement pension shall be defined as meeting one of the following: (1) minimum of fifty-five (55) years of age and minimum of twenty (20) years of service; or (2) minimum of twenty-five (25) years of service, no age requirement.

ARTICLE 20 - EXTRA HAZARDOUS INJURIES

- A. Employees covered by this Agreement who are injured on the job while performing extra hazardous duties, shall receive, in addition, to compensation paid or payable under the Workmen's Compensation Act, an amount sufficient to bring them up to full net salary while any incapacity

exists, and until they are either placed on disability retirement or returned to active duty, providing the employee on duty is in substantial compliance with applicable written procedures. Absence because of such injuries shall not be charged to accumulated sick leave.

- B. Extra hazardous injuries shall be those injuries sustained in any authorized situation in which the employee is exposed to extra hazardous conditions which contribute to the injury as determined by a committee made up of the Chairman of the City Council, City Manager, the Fire Chief, and one member of the department elected by all employees of the Fire Department.

ARTICLE 21 - CLOTHING

- A. The City agrees that all employees covered by this Agreement shall be provided, at no cost to the employee, the following items of clothing: dress shirt, bunker great, uniform boots, work pants, work shirts, gloves, helmets, summer jacket, and one dress uniform consisting of coat, pants, cap and winter coat.
- B. The City further agrees to replace any of the above-named items on an "as needed" basis. However, before any new clothing is to be issued, the replaced article(s) must be relinquished to the department.
- C. The City agrees to provide accordingly, a yearly laundry allowance to each employee for the duration of this contract as follows: \$250 per year.

ARTICLE 22 - PROBATIONARY PERIOD - RESPONSE TIME

- A. All appointments shall in the first instance be made for a probationary period of twelve (12) months, employees shall work under the provisions of this Agreement within which time they may be dismissed without protest by the Union. All appointees employed after said probationary period shall be placed on the seniority list as regular employees, with the right to available work for which they can qualify.

All employees of the Department, prior to the end of their probationary period, must reside within an eleven (11) mile radius from the Fire Station (43 North St). Members hired prior to January 1, 2011, who may reside outside this radius shall be grandfathered at their current residence. In the event they move, they must meet the eleven (11) mile radius rule.

- 1. All members of Presque Isle Fire are grandfathered regarding the 11-mile radius and those living outside of it, at their current address as of January 1, 2021. Current Seniority list attached.
- 2. Residence is treated equally and the same for rental property owners.
- 3. All new hires will be from within the 11-mile radius of the Fire Hall.
- 4. Per Diem Firefighters and medics and on-call firefighters for the City of Presque Isle who are currently, as of January 1, 2021, on the list (attached) are grandfathered at their current residence as well.

B. Effective January 1, 2021, all new employees shall not be allowed to engage in outside employment which in any way would hinder the proper performance of their duties with the City, including the ability to respond to all emergency call backs. Members employed in any outside employment shall provide written notice to the Fire Chief or their designee seeking approval. Such approval shall not be granted if:

1. There is no clear demonstration that the employee shall be free to leave to respond to any emergency call backs, or
2. The outside employment requirements would adversely affect the ability of the employee to perform their functions within the City, or
3. Said employment would cause the member to be outside of a fifteen (15) minute response time.

ARTICLE 23 - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A grievance is a dispute over the interpretation of application of this Agreement.
2. Grievant - The Union or an employee represented by the Union
3. Days - Days shall mean workdays excluding legal holidays and weekends.

B. General Provisions

1. All grievances shall specify the nature of the grievance, Article(s) of the contract violated, name of the grievant(s), the Union representative, the facts of the matter, the date of the occurrence or first reasonable knowledge of the grievance, the signature of the grievant(s), and the remedy sought.
2. Nothing contained in this Article shall limit the rights of employees as specified in 26 M.R.S.A 961-974.

C. Step I: Chief

1. The shop steward must present a grievance in writing to the Chief within ten (10) days of the occurrence or first reasonable knowledge of the event(s) that gave rise to the grievance.
2. Within three (3) days of receipt of the written grievance, the chief will meet with the shop steward to discuss the written grievance.
3. The Chief will respond in writing to the written grievance within five (5) days of the meeting.

D. Step II: Manager

1. If the grievance is not resolved at Step I, the Union business representative may, within five (5) days of receipt of the written answer appeal the grievance to the City Manager.
2. Within five (5) days of a meeting between the City Manager and the Union representative, the City Manager will respond to the grievance in writing.

E. Arbitration

1. If the Union is not satisfied with the outcome of the Step II response, the Union may, by giving written notice to the City Manager within five (5) days of receipt of his written answer, submit the grievance to the Maine State Board of Arbitration for the disposition in accordance with its procedure. The arbitrator's decision will be final and binding and in writing, and will set forth his findings of fact, reasoning and conclusions on the issues as submitted by the parties. All costs for the arbitrator shall be shared equally by the City and the Union.
2. The time limits herein may be extended by mutual agreement and must be done in writing.
3. The city will provide to the Union access to appropriate documents in investigating the grievance.

ARTICLE 24 - SAVING CLAUSE

If any provisions of the Agreement shall be contrary to any laws or City Ordinance, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 25 - DISCIPLINARY PROCEDURE

- A. The City shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the City shall provide written reasons within three (3) days of the disciplinary action, with a copy mailed to the Local Union office.
- B. Any employee discharged must be paid in full for all wages owed him by the City, including earned vacation pay.
- C. Notice of appeal from discharge or suspension must be made to the City in writing within ten (10) days from the state of receipt of the notice of discharge or suspension.

ARTICLE 26 - BULLETIN BOARDS

The city agrees to provide suitable space for, and maintain a bulletin board in the fire station. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 27 - DEATH OF AN EMPLOYEE

Separation shall be effective as of the date of death of the employee. Any wages, stipend, or other allowance due the employee as of their date of death, shall be paid to the estate of the employee.

Accrued vacation due the deceased employee shall be paid to the beneficiary designated in writing by the employee and on file with the Personnel Director.

All the deceased employee's accrued sick leave (in no case to exceed the maximum accrual) at time of death shall be paid to the beneficiary designated in writing by the employee and on file with the Personnel Director.

ARTICLE 28 - TEMPORARY EMPLOYEE

The City may hire temporary employees for positions covered in this Agreement to fill absences due to regular Union employees medical disability or other reasonable circumstances, when the City believes it to be in the best interest to hold the position open and has reason to believe the regular employee will attempt to return to his/her position.

A temporary employee's date of hire will be the first day he/she starts employment with the City. The date of hire will not change if the employee moves from a temporary position to a regular position in the same classification, providing there is no break in service prior to six (6) months of continuous employment due to a layoff or of the employee's own accord.

A temporary employee will be paid the prevailing rate and be entitled to holiday pay as outlined in this Agreement. The date of hire used for purposes of any step increases and for determination of vacation earning at the appropriate years. At the end of six (6) months from the date of hire, sick leave will begin to

be earned and health insurance and disability insurance will be made available, as provided in this Agreement. Eligibility for clothing allowance will be effective after six (6) months of continuous employment.

Service time as a temporary employee will count towards the probation period as outlined in this Agreement.

ARTICLE 29 - USE OF PER DIEMS

1. The City will retain the current full time Firefighter personnel, consisting of twenty-four individuals.
2. The City will continue to have the two most least senior members of the unit remain on the current 24 hours on/24 hours off/24 hours on/120 hours off shift rotation as well as the other members.
3. The Union will allow the city to fill the current vacant Firefighter position with so-called 'Per-Diem Firefighter's.
4. The city will not be limited in its ability to use Per Diem Firefighters, except as limited by this agreement. Per Diem Firefighters shall be individuals who are Firefighter 2 certified and have obtained medical clearance with an entrance level medical exam or shall have one completed within six months of being placed on the eligible list. The Fire Chief shall determine the eligibility of individuals to be placed on the Per Diem Firefighter list.
5. The City may also use Per Diem Firefighters for other scheduled vacancies as in the current practice. If no Per Diem Firefighters can fill the shift, then the full time Firefighters shall fill the shift per Union contract.
6. Only one Per Diem Firefighter shall work at any given time as one of the on-duty Firefighters.
7. If reductions or restructuring to Full Time Firefighter positions occur, this article must be renegotiated by the parties.

ARTICLE 30 - CANCER SCREENINGS

Cancer screenings to begin year two of this contract. Screenings will be paid for by the City using United Diagnostic Services, LLC. Entry level screenings will also include Chest x-rays to be taken at Cary Medical Center.

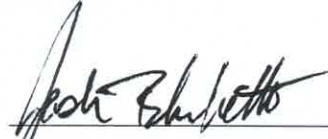
ARTICLE 31 - TERM OF AGREEMENT

This Agreement shall govern the rights of the parties from January 1, 2024, until and including December 31, 2026. It shall be automatically renewed for succeeding three (3) year periods unless either party shall notify the other in writing of its intention to renegotiate at least sixty (60) days from December 31, 2026, or within sixty (60) days prior to December 31 in any succeeding year; and at least one hundred twenty (120) days before December 31 aforesaid, if wages, rates of pay or any other matter requiring appropriation of money by the City are to be negotiated. Negotiations pursuant to such notification shall commence promptly.

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

In Witness WHEREOF, the parties hereto have set their hands and seal this May day of 23 2024, to be effective as of January 1, 2024.

IAFF Local #5459:



Josh Blanchette, President



Danny Gahagan, Vice President




Kaitlyn Beil, Secretary



RJ Gross, Treasurer

CITY OF PRESQUE ISLE:



Tyler Brown, City Manager



Appendix A- Wage Scale 2024-2026

2024 4%	1	2	3	4	5	6	8	12	17	20	25
FF	\$21.95	\$22.76	\$23.54	\$24.32	\$25.01	\$25.75	\$26.33	\$27.20	\$27.85	\$28.55	\$29.21
AEMT	\$22.53	\$23.35	\$24.14	\$24.89	\$25.62	\$26.35	\$26.96	\$27.85	\$28.52	\$29.23	\$29.90
MEDIC	\$24.22	\$25.01	\$25.81	\$26.55	\$27.28	\$28.02	\$28.66	\$29.61	\$30.32	\$31.08	\$31.79
CAPTAIN	\$28.42	\$29.70	\$30.24	\$30.60	\$30.97	\$31.96	\$32.69	\$33.44	\$34.21	\$35.00	\$35.81
CAPTAIN/AEMT	\$28.94	\$30.25	\$30.79	\$31.16	\$31.53	\$32.54	\$33.29	\$34.06	\$34.84	\$35.64	\$36.46
CAPTAIN/MEDIC	\$29.98	\$31.33	\$31.90	\$32.28	\$32.67	\$33.71	\$34.49	\$35.28	\$36.09	\$36.92	\$37.77

2025 4%	1	2	3	4	5	6	8	12	17	20	25
FF	\$22.83	\$23.67	\$24.48	\$25.29	\$26.01	\$26.77	\$27.39	\$28.29	\$28.97	\$29.69	\$30.38
AEMT	\$23.43	\$24.28	\$25.10	\$25.88	\$26.64	\$27.41	\$28.04	\$28.96	\$29.66	\$30.40	\$31.10
MEDIC	\$25.19	\$26.01	\$26.85	\$27.61	\$28.37	\$29.14	\$29.81	\$30.79	\$31.53	\$32.32	\$33.06
CAPTAIN	\$29.56	\$30.89	\$31.45	\$31.82	\$32.21	\$33.24	\$34.00	\$34.78	\$35.58	\$36.40	\$37.24
CAPTAIN/AEMT	\$30.10	\$31.46	\$32.02	\$32.41	\$32.79	\$33.84	\$34.62	\$35.42	\$36.23	\$37.07	\$37.92
CAPTAIN/MEDIC	\$31.18	\$32.59	\$33.17	\$33.57	\$33.97	\$35.06	\$35.87	\$36.69	\$37.54	\$38.40	\$39.28

2026 4%	1	2	3	4	5	6	8	12	17	20	25
FF	\$23.75	\$24.61	\$25.46	\$26.30	\$27.05	\$27.84	\$28.48	\$29.42	\$30.13	\$30.88	\$31.59
AEMT	\$24.36	\$25.25	\$26.11	\$26.92	\$27.71	\$28.50	\$29.16	\$30.12	\$30.84	\$31.62	\$32.34
MEDIC	\$26.20	\$27.05	\$27.92	\$28.72	\$29.51	\$30.30	\$31.00	\$32.02	\$32.79	\$33.61	\$34.39
CAPTAIN	\$30.74	\$32.13	\$32.70	\$33.10	\$33.49	\$34.57	\$35.36	\$36.17	\$37.01	\$37.86	\$38.73
CAPTAIN/AEMT	\$31.30	\$32.71	\$33.30	\$33.70	\$34.11	\$35.20	\$36.01	\$36.84	\$37.68	\$38.55	\$39.44
CAPTAIN/MEDIC	\$32.43	\$33.89	\$34.50	\$34.91	\$35.33	\$36.46	\$37.30	\$38.16	\$39.04	\$39.93	\$40.85