SPECIAL MEETING AGENDA
Bath City Council
Wednesday, March 17, 2021 6:00 PM
Remote Meeting
Bath City Hall

Pledge of Allegiance and Roll Call

I. Order – Approving Bid and Contract: Oak Grove Avenue and Judkins Avenue Sidewalk

II. Ordinance – Approving Firefighters' Contract (first passage)

ADJOURN TO WORKSHOP

WORKSHOP MEETING AGENDA
Bath City Council
Wednesday, March 17th, 2021 6:00 PM
Remote Meeting
Bath City Hall

I. Expenditure Limitation

I

CITY OF BATH, MAINE
450 Oak Grove Avenue
Bath, ME 04530

DEPARTMENT OF PUBLIC WORKS
Lee Leiner, P.E., Director
lleiner@cityofbath.com
207.443.8357
fax 207.443.8352

MEMORANDUM

TO: BATH CITY COUNCIL

FROM: LEE LEINER, PUBLIC WORKS DIRECTOR

SUBJECT: COUNCIL APPROVAL OF CONSTRUCTION CONTRACT WITH PRATT AND SONS, INC. FOR SIDEWALK CONSTRUCTION ON OAK GROVE AVE, JUDKINS AVE, AND OLD BRUNSWICK RD.

DATE: MARCH 10, 2021

CC: PETER OWEN, BATH CITY MANAGER

Bids were solicited from several contractors to perform sidewalk construction work. The lowest responsible bid was received from Pratt and Sons, Inc. of Mechanic Falls, Maine. The contract amount is $872,107.00.

This is a locally administered project in cooperation with the Maine Department of Transportation. An agreement between the City and State committed the State to provide 80% of the construction phase costs up to a maximum of $681,812.78. The City is committed to funding the balance of the costs of the project. That amount is $190,294.22. The City match is from a $2.8 million street improvement bond approved by the voters of Bath in November 2017. These funds are in public works capital account 05-0520-732.

Pratt and Sons is experienced in performing this work. Most recently the company performed sidewalk construction on Washington Street in 2009.

Staff recommends the council approve this order.

I

ORDER

APPROVING BID AND CONTRACT

BE IT HEREBY ORDERED BY THE CITY COUNCIL OF THE CITY OF BATH, THAT A CONTRACT BY AND BETWEEN THE CITY OF BATH AND PRATT AND SONS, INC. FOR THE OAK GROVE AVENUE, JUDKINS AVENUE, AND OLD BRUNSWICK ROAD SIDEWALK PROJECT IN THE AMOUNT OF $872,107.00 IS ACCEPTED, IT BEING THE LOWEST QUALIFIED BID SUBMITTED, AND A CONTRACT BY AND BETWEEN THE CITY OF BATH AND PRATT AND SONS, INC. IS HEREBY AUTHORIZED AND THE MANAGER IS AUTHORIZED TO EXECUTE THE CONTRACT AND ANY OTHER DOCUMENTS NECESSARY, APPROPRIATE, OR CONVENIENT TO ITS IMPLEMENTATION ON BEHALF OF THE CITY OF BATH. THIS PROJECT IS FUNDED FROM CITY CAPITAL (FUND 5) ACCOUNT 05-0520-732.

II

ORDINANCE APPROVING CONTRACT

Professional Fire Fighters of Bath, IAFF Local 1611

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATH THAT, PURSUANT TO THE REQUIREMENTS OF §1102 OF THE CHARTER OF THE CITY OF BATH, A BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF BATH AND THE PROFESSIONAL FIRE FIGHTERS OF BATH, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1611, COMMENCING JULY 1, 2019, AND EXTENDING THROUGH JUNE 30, 2022. A COPY OF WHICH IS ATTACHED HERETO, BE AND HEREBY IS APPROVED, AND THE CITY MANAGER IS AUTHORIZED TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF BATH.

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For the Union [IAFF Local 1611]
Initials _____ Date_____

For the Employer [City of Bath]
Initials _____ Date _____

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For the Union [IAFF Local 1611]
Initials _____ Date_____

For the Employer [City of Bath]
Initials _____ Date _____

ARTICLE 1
PREAMBLE

Section 1: This Agreement is entered into by and between the City of Bath, Maine, hereinafter referred to as the "City" and/or the "Employer", and the Professional Fire Fighters of Bath, IAFF Local 1611, hereinafter referred to as the "Union" and jointly referred to as the "Parties". Pursuant to the provisions of Title 26 M.R.S. Chapter 0-A, Section 961 et. Seq. [Referred to as the Maine Public Employees Labor Relations Act]he Public Employee Labor Relations Act (RSA, Chapter 273-A), the parties have entered into this Agreement in order to establish mutual rights, provide for equitable adjustment of differences which may arise, establish proper conditions of employment and compensation, and to promote effective municipal operations.

ARTICLE 2
UNIT RECOGNITION

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

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

Section 2: Firefighters Bargaining Unit: The City recognizes the Union as the exclusive bargaining agent and/or representative for the purpose of collective bargaining relative to wages, hours, grievance/arbitration issues, and other mandatory subjects of bargaining of all City of Bath employees included in the bargaining unit certified by the Public Employee Labor Relations City on March 11th, 1966 as outlined below:

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

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

Section 3: Individual employees of the bargaining units described herein are to regard themselves as public servants, and as such, they are to be governed by the highest ideals

of honor and integrity in order that they may merit respect and confidence of the general public.

Section 4: The City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, sexual orientation, or condition of handicap, except where based on a bona fide occupational qualification, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, or condition of handicap, except where based on a bona fide occupational qualification.

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

ARTICLE 3
EMPLOYEE RIGHTS & RESPONSIBILITIES

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

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

Section 3: The work to be performed by members of the Fire Department shall consist of firefighting, minor maintenance of building and grounds, minor repairs of apparatus, participation in training, operation of any ambulance service which the City of Bath may elect to provide, and anything the Chief of the Fire Department may prescribe pertaining to the Fire Department that is not in conflict with this Agreement.

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

Section 5: Probationary for Unit Employees:

a. All new unit employees will be placed on probationary status for one [1] year from

date of hire. Any employee while in the probationary status may be terminated at any time during the probationary period with or without cause and such personnel actions are not covered under Article 10 of this Agreement until they have successfully completed their one [1] year probationary period. Probationary employees however may elect to become members of the Union after they have completed six [6] months of their probationary period and will be covered by the terms and conditions of the Agreement except as outlined in this section.

ARTICLE 4
MANAGEMENT'S RIGHTS

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

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

Section 3: The City agrees to provide equal opportunity to all employees with respect to appointments and general working conditions, without regard to union membership, disability, age, race, creed, color, gender, sexual orientation, and national origin, religious or political affiliation, or any other legal protected category.

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

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

For the Union [IAFF Local 1611]
Initials _____ Date_____

For the Employer [City of Bath]
Initials _____ Date _____

ARTICLE 5
UNION RIGHTS AND RESPONSIBILITIES

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

The Union further agrees to guarantee equal protection and service to all eligible employees covered under this Agreement without regard to union membership, disability, age, race, creed, color, gender, sexual orientation, and national origin, religious or political affiliation.

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

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

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

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

obtained from the Fire Chief prior to any Union official utilizing official time. Additional time may be authorized by the Fire Chief as needed.

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

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

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

a. The Union agrees to promptly refund to the City of any union dues amounts that are paid in error upon presentation of proper documentation thereof.

b. The Union shall indemnify, defend and save the City and the City harmless against any and all claims, demands or grievances by any bargaining unit member or his/her personal representatives as a result of paycheck deductions by the City in reliance upon payroll deduction authorizations submitted by the Union to the City.

ARTICLE 6
LABOR ~ MANAGEMENT PARTNERSHIP

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

maintain a Labor-Management Partnership Committee as outlined in Appendix B of this Agreement.

ARTICLE 7
PERSONNEL FILE

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

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

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

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

a. Written Warnings (defined as documentation of an oral warning) will not be considered and/or used to support any additional disciplinary actions if the shelf life of the written warning is more than twelve [12] months old from the date of its occurrence, provided that no further infractions occur.

b. Written Reprimands and Suspensions will not normally be considered and/or used to support any additional disciplinary actions if the shelf life of the written reprimand or suspension is more than thirty-six (36)months from the date of its occurrence, provided no further infractions occur. unless the Parties agree otherwise.

ARTICLE 8
SENIORITY

For the Union [IAFF Local 1611] **For the Employer [City of Bath]**
Initials _____ Date_____ **Initials _____ Date _____**

Section 1: Fire Department seniority for Firefighters shall be determined by continuous service in the Bath Fire Department calculated from their last date of employment [hire] as a full-time, sworn Firefighter. Continuous service shall be broken only by resignation, discharge, retirement, or layoff.

Section 2: The Fire Chief shall establish a seniority list and it shall be brought up to date on the first day of January of each year and posted at the Bath Fire Station bulletin board. A copy of the seniority list shall be E-Mailed to the Secretary of the Union. Any objection to the seniority list as posted shall be reported to the Chief of the Fire Department, in writing via E-mail, within ten (10) days following the posting of such list.

ARTICLE 9
GRIEVANCE/ARBITRATION PROCEDURE[S]

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

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

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

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

The grievance must be presented in writing and contain a precise description of the grievance [who, what, where, when, how] with enough information contained therein to

identify the specific nature of the grievance, the specific provision of the agreement, law, ordinance or policy in which the Fire Chief, or the City has discretion which is alleged to have been violated, a statement of the remedial action or relief sought, i.e., the personal corrective action desired, evidence [documentary, if available] to support the grievance, the name of the designated representative, and any additional pertinent information to support the grievance.

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

Section 6: Grievance Procedure:

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

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

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

Step 3: If the City Manager's decision is unsatisfactory or the Parties are unable to resolve the grievance as a result of the Step 2 hearing, the Union may, within fourteen [14] calendar days of the Step 2 response, the parties within ten (10) calendar days after the

notice requesting arbitration, shall attempt to select a mutually agreeable arbitrator. If the parties fail to agree on the arbitrator, then the matter shall be submitted to the Maine Labor Relations Board for appointment of a single arbitrator.

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

Section 6: Miscellaneous:

a. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue as a threshold question before the arbitrator.

b. Failure by the grievant or the Union to adhere to the time limits within this grievance procedure shall terminate the grievance as null and void.

c. Failure of the Fire Chief, City or the Select City or its representative to render a decision within the specified time shall be construed as denial of the grievance.

d. Time limits outlined in this article may be extended by written mutual consent of the parties.

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

ARTICLE 10
DISCIPLINARY ACTIONS

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

Section 2: The Fire Chief or City Manager, or their designee may bring any violation of this Agreement or Fire Department/City personnel policy and/or practice, including but not limited to, behavior or performance issues, or other concerns related to upholding the

Department's practices and procedures. Such disciplinary actions shall only be taken for just cause. Any disciplinary action taken against an employee shall be subject to the grievance procedure.

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

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

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

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

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

a. If the Fire Chief/City contemplates the suspension or termination of an employee, he/she may be immediately placed on paid administrative leave pending the investigation and the final determination with respect to the proposed disciplinary action.

b. The Fire Chief/City will issue a written notice of the alleged offense and proposed discipline within fourteen (14) calendar days, unless extended by mutual agreement of the parties. .

c. A pre-action investigation or inquiry may be necessary to determine the facts. Part of this investigation may include a discussion with the affected employee and others having information about the incident.

d. The employee will be notified in advance of the time of the discussion, and if the employee is advised that disciplinary action is being contemplated, the employee is entitled to have a Union representative present. Once a representative is requested

the employee will be allowed a reasonable amount of time, to obtain union representation. In the event obtaining union representation may exceed five (5) calendar days, the employee shall notify the City and the parties will determine a mutually agreed upon time by which point union representation will be obtained. During this delay no further questioning of the employee will take place.

e. The employee or his designated representative will be permitted to offer their written and/or oral statement to the deciding official during the pre-action investigation.

f. The Fire Chief/City will make reasonable efforts to undertake disciplinary actions in a prompt and timely manner.

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

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

Section 5: All disciplinary actions shall become a part of the employee's official personnel file and shall be may be used for progressive discipline purposes pursuant to Article 8 of this Agreement. If no disciplinary action is sustained against the employee, all reference to such action will be withdrawn from the employee's official personnel file.

ARTICLE 11
LAYOFFS & REDUCTION IN FORCE

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

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

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

For the Union [IAFF Local 1611] **For the Employer [City of Bath]**
Initials _____ **Date**_____ **Initials** _____ **Date** _____

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

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

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

ARTICLE 12
HOLIDAYS

Section 1: In view of the necessity of staffing the Fire Department over the course of normal holidays, which are holidays recognized and adopted by the federal/state government, and the City, unit employees shall receive either additional time off or pay at the rate of one hundred twenty (120) hours per year [ten (10) hours per month].

Section 2: The choice between time off and holiday pay shall be at the option of the employee. The pay/time off shall accumulate in arrears at the rate of one hundred twenty (120) hours. If the employee elects to be paid for the hours or any portion thereof, pay shall not be required until after the fifteenth day of the first month of the fiscal year. If the employee intends to take the hours as time off, he/she shall be required to make that election on or before the first day of the last month of the fiscal year. Employees shall provide at least twenty-four (24) hours' notice to use holiday time or holiday time may be denied if the overtime is unable to fill the vacancy. ~~Use of Holiday time off with less than 24-hour notice may be approved on a case-by-case basis by the Office in Charge.~~ If no election is made to take the accrued hours as time off, then the employee shall be paid the balance of hours before the last day of the last month of the fiscal year. Where compensation is elected, it shall be paid at the hourly rate of time & one-half of the employee's hourly rate

For the Union [IAFF Local 1611] **For the Employer [City of Bath]**
Initials _____ Date_____ **Initials _____ Date _____**

ARTICLE 13
VACATION, SICK AND MAINE EARNED PAID LEAVE

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

a. Bargaining unit employees eligible to for annual leave shall accrue their leave as follows:

After six (6) months of service twenty-four (24) Hours
After one (1) year of service Ninety-six (96) Hours
After two (2) years of Service one hundred-twenty (120) Hours
After five (5) years of Service one hundred-forty-four (144) Hours
After fifteen (15) years of Service on hundred ninety-two (192) Hours
After twenty (20) years of Service two hundred forty (240) Hours
After twenty-four (24) years of Service two hundred eighty-eight (288) Hours

b. Unit employees may carry for use in the following year an amount of Vacation Leave accrued in that year. Vacation Leave shall accrue on the employee's anniversary date of hire as a Bath FD employee.

c. All vacation leave requires the approval of the Fire Chief and/or his designee. Vacation leave requests shall not be unreasonably denied. Only one (1) member from each Unit may be on vacation at a particular time~~unless otherwise approved by the Fire Chief and/or his designee~~.

d. Upon termination or at the end of the employee's employment with the City of Bath, unit employee[s] shall be paid, at his/her base rate for all unused vacation leave at the time of separation.

Section 2: Sick Leave: Unit employees will accrue sick leave at a rate of 17.5 hours each full calendar month of service and may accumulate up to 1.638 hours of sick leave. Unit employees will be permitted to use sick leave from the beginning of employment. Any time used in arrears will be deducted as it accrues.

a. Sick leave may be granted and used for personal non-service-connected, mental or physical injuries, illnesses, diseases ~~behavioral health issues and~~or caring for immediate family members that include spouse, children, stepchildren, mother,

father, ~~mother-in-law, and father-in-law~~. A minimum of 48 hours of sick leave can be authorized for this purpose.

b. Sick leave shall also be available for medical appointments; however, they shall be scheduled for off-duty time whenever possible. When scheduled during duty time, the period of sick leave will be the period of transportation to the medical facility, the appointment itself, and return travel to the station.

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

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

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

1) The firefighter uses sick days as soon as they are credited to them.

2) Use of sick leave the shift before or the shift after scheduled vacation, floating holidays, or swaps.

3) Use of sick leave on the days for which leave had been previously requested but denied.

4) Use of sick leave on a particular day of the week.

5) Use of sick leave which corresponds to an undesirable work assignment.

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

~~**Section 6:** Each year an employee may have the City buy back the unused sick days to be paid in the second pay period of December. An employee may buy back forty eight (48) hours of unused sick leave if they have "not" taken any sick leave during the leave year. If an employee uses no leave in any six (6) month period during the leave year they may buy back twenty four (24) hours of their unused sick leave. Employees are responsible to submit their "buy back" requests to their supervisor for approval to meet the December disbursement. Upon the employee leaving his/her employment with the City, (s)he will not be entitled to any unpaid sick leave.~~

Section 7: Maine Earned Paid Leave Act: Use of leave pursuant to this article is intended to comply with Maine's Earned Paid Leave law which takes effect on January 1, 2021 and any future revisions. The parties acknowledge that the provisions of this article, in addition to other available time off in this Agreement, including but not limited to holiday and bereavement, provide a greater benefit than the law requires. Time off used and requested will be applied to the appropriate accrual. In the event that the request for time off needed does not clearly fall into one of the permitted leaves provided by this Agreement, and is otherwise time off permitted by MEPL, leave will be deducted from vacation/sick time and can be taken in one hour increments. The first forty (48) hours of any leave taken at the beginning of each year, will be designated as MEPL.

ARTICLE 14
OTHER ABSENCES AND LEAVE

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

For the Union [IAFF Local 1611]
Initials _____ Date_____

For the Employer [City of Bath]
Initials _____ Date _____

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

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

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

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

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

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

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

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

For the Union [IAFF Local 1611]
Initials _____ Date_____

For the Employer [City of Bath]
Initials _____ Date _____

Section 6: Trading of Time: Trading of Time [Shift Swaps] maybe exchanged between any member of the BFD at the discretion of and approval of the Duty Officer in charge. The City assumes no liability or responsibility for managing, tracking or paying for any work swaps.

ARTICLE 15
HOURS OF WORK AND OVERTIME

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

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

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

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

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

Section 6: If the City establishes a day shift, or if vacancies occur on the shift, existing members of the Department will be given the first opportunity to volunteer for the shift.

For the Union [IAFF Local 1611]
Initials _____ **Date**_____

For the Employer [City of Bath]
Initials _____ **Date** _____

The day shift will be staffed initially with new employees, to the extent that volunteers among current employees are not available. If a vacancy occurs in the twenty-four (24) hour shift, and the City elects to fill the vacancy, any day shift employee shall have the opportunity to change to the twenty-four (24) hour shift based on seniority.

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

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

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

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

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

For the Union [IAFF Local 1611] **For the Employer [City of Bath]**
Initials _____ Date_____ **Initials _____ Date _____**

ARTICLE 16
HEALTH AND SAFETY

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

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

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

   The Parties agreed that unit employees may wear an IAFF pin on their Fire Department Uniforms, may display a Maltese cross union insignia on the left chest of T-Shirt(s), and may wear IAFF T-shirts ~~while in a duty status~~. These item[s] shall not be maintained by the Employer.

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

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

Section 4: Medical Surveillance Program:

Each unit member on an annual basis shall be required to undergo a physical examination to be performed by the City's preferred occupational health provider, and at the expense of the City. The examination shall cover the following: Comprehensive Medical History, Vision Testing, Lifting Assessment, Modified Endurance Assessment, Grip Strength Testing, Flexibility/Agility Assessment, Full Systems Physical (with the

exception of prostate and GYN), Pulmonary Function Testing, Tuberculosis Testing, Laboratory Blood Testing with focus on Cholesterol, Attention paid to physical condition and fitness program. The examination shall also include testing for Hepatitis C, and a Hearing Test. The parties, through the Labor Management Committee, will consider options for baseline cancer screening for unit members.

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

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

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

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

a) **Physical Agility Test Components may include but are not limited to the following:**

- Stair Climb
- Hose Drag
- Equipment Carry
- Ladder Raise & Extension
- Forcible Entry
- Search
- Rescue
- Ceiling Breach & Pull

For the Union [IAFF Local 1611] **For the Employer [City of Bath]**
Initials _____ Date_____ **Initials _____ Date _____**

b) The PAT is a pass/fail test based on a validated maximum total time as defined by the LMC.

c) No standards established will be discriminatory and the standards set are minimum standards.

d) Should an employee have a physician confirmed condition or injury that prohibits him/her from completing one of the standard components of the assessment, an alternative test may be used. This alternative and the minimum standard for the alternative test shall be determined by mutual agreement between the Union and the City.

e) Should an employee fail to meet the standards set forth above or any revision of those standards, the employee shall be reevaluated by a certified Wellness/Fitness Coordinator to determine if current fitness initiative is appropriate. The employee will have the opportunity to retake the PAT in six (6) months.

f) If the employee fails the PAT at the 6-month retake point, the employee will again be reevaluated by a certified Wellness/Fitness Coordinator to determine what other adjustments maybe be needed to the employee's fitness initiative. The employee will be permitted to retake the PAT at the end of the year and prior to his/her annual physical. If at the end of one (1) year the employee is unable to pass the PAT or the AEPT , as part of their annual physical, the Medical Care provider will determine the employee's fitness for duty.

ARTICLE 17
BENEFITS & WAGES

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

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

Section 3: Health Insurance: Effective January 1, 2018, the City agrees to participate in the cost of health insurance by offering the Maine Municipal Employee Health Trust's PPO-500 plan, or the equivalent thereof. The premium cost of the policy coverage selected

by the employee (i.e. single, family) shall be divided between the employee and the employer with the employee assuming fifteen percent (15%) of the premium cost and the employer assuming eighty-five percent (85%) of the premium cost. In addition, the City of Bath will provide a back-loaded Health Reimbursement Arrangement (HRA) at the rate of eighty percent (80%) of the deductible and co-insurance expenses as defined by the Anthem Plan for each employee enrolled in the City's health Insurance Program.

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

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

Section 5: Longevity: The City shall yearly pay longevity pay to all permanent uniformed members of the Fire Department at the rate of One Dollar ($1.00) per month for each month's service after forty-two (42) months. The maximum period for which credit shall be given in the form of longevity pay shall not exceed twenty-five (25) years.

ARTICLE 18
DURATION AND CHANGE

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

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

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

For the Union [IAFF Local 1611]	**For the Employer [City of Bath]**
Initials _____ **Date**_____	**Initials** _____ **Date** _____

Section 5: Duration of this Agreement: This Agreement shall be in effect and binding upon both the City and Union during the period _____, 2014July 1, 2019 through _____. June 30, 2022. In the event that collective bargaining shall not have been successfully completed prior to the expiration of said Agreement, the parties hereto agree that the provisions of this Agreement shall remain in full force and effect until such time as a successor agreement has been negotiated and executed by the parties.

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

Dated at Bath, Maine, this _____ day of _____, 2021~~14~~

For the Union [IAFF Local 1611]
Initials _____ Date_____

For the Employer [City of Bath]
Initials _____ Date _____

APPENDIX B
LABOR ~ MANAGEMENT PARTNERSHIP COMMITTEE

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

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

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

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

For the Union [IAFF Local 1611]
Initials _____ Date_____

For the Employer [City of Bath]
Initials _____ Date _____

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

Section 4: Decisions: Decision-making within the labor-management committee shall be based on consensus. For the purpose of this agreement, consensus is defined as a unanimous decision of "all" representatives present at the meeting. The Parties must ensure that all issues are fully discussed prior to reaching a decision. Once a decision is reached, it shall be supported by all members of the committee.
If consensus is not reached, the issue[s] may be addressed pursuant to the terms and conditions of the CBA. Though the parties will strive to address their issues and/or resolve their conflicts through the labor-management committee, submission to the committee does not constitute an exhaustion requirement with respect to any of the parties' statutory or contractual rights.

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

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

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

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

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

For the Union [IAFF Local 1611]
Initials _____ Date_____

For the Employer [City of Bath]
Initials _____ Date _____

APPENDIX C
WAGE AGREEMENT

For the Union [IAFF Local 1611]
Initials _____ Date_____

For the Employer [City of Bath]
Initials _____ Date _____

Base Wages		3.00%	2.50%	1.75%
Years In	**7/1/2020**	**7/1/2020**	**1/1/2021**	**1/1/2022**
0-1	19.7	20.29	20.80	21.16
1	20.21	20.82	21.34	21.71
2	20.82	21.44	21.98	22.37
3	21.42	22.06	22.61	23.01
10	21.77	22.42	22.98	23.39
15	21.77	22.57	23.14	23.54
20	21.77	22.72	23.29	23.70
AEMT	.045	.046	.048	.048
Years In	**7/1/2020**	**7/1/2020**	**1/1/2021**	**1/1/2022**
0-1	20.15	20.75	21.27	21.65
1	20.66	21.28	21.81	22.19
2	21.27	21.91	22.46	22.85
3	21.87	22.53	23.09	23.49
10	22.22	22.89	23.46	23.87
15	22.22	23.04	23.61	24.03
20	22.22	23.19	23.77	24.18
Medic	2.03	2.09	2.14	2.18
Years In	**7/1/2020**	**7/1/2020**	**1/1/2021**	**1/1/2022**
0-1	21.73	22.38	22.94	23.34
1	22.24	22.91	23.48	23.89
2	22.85	23.54	24.12	24.55
3	23.45	24.15	24.76	25.19
10	23.80	24.51	25.13	25.57
15	23.80	24.66	25.28	25.72
20	23.80	24.81	25.43	25.88

For the Union [IAFF Local 1611]
Initials _____ Date_____

For the Employer [City of Bath]
Initials _____ Date _____

CITY of BATH, MAINE

Office of the City Manager

Peter H. Owen, P. E. 55 Front Street Bath, Maine 04530

Memorandum

To: Chair Park, Vice Chair De Chant and Members of the City Council

CC: Peter Owen, City Manager

Date: March 11, 2021

From: Marc Meyers, Assistant City Manager

RE: **Expenditure Limitation Workshop**

The City Council's March 17 workshop will focus the City Charter, Section 617, Limitations on Municipal Expenditures ("Expenditure Limitation").

Voter approved in 1988, the "Expenditure Limitation" has been implemented in the City since Jan. 1, 1989, as a mechanism to limit the maximum increase of appropriate expenditures from one fiscal year to the next fiscal year using the National Consumer Price Index ("CPI"). There are exceptions to the "expenditure limitation", including voter-approved bonds and related debt service, expenditures from grants, state-mandated expenditures, insurance proceeds, emergency appropriations and Regional School Unit 1 assessments. Your packet includes the section from the City Charter and a timeline to the changes and attempted changes to the City Charter related to the "Expenditure Limitation".

The workshop will be introduced by City Manager Peter Owen and will be presented by myself, Finance Director Juli Millett and Shana Cook Mueller of Bernstein Shur. The presentation will concentrate on the history of the "Expenditure Limitation", the constraints of the "Expenditure Limitation" and options to review and update the City Charter.

Phone: (207) 443-8330 Fax: (207) 443-8337 Email: powen@cityofbath.com

Expenditure Limitation

Expenditure Limitation (City Charter, Section 617)

The maximum increase in appropriated expenditures for any fiscal year over those of the immediately preceding fiscal year shall not exceed the increase in the National Consumer Price Index (the "CPI") as determined by the Department of Labor for the United States government of the calendar year which ends within that immediately preceding fiscal year provided, however, that authorized actual expenditures, whether appropriated or otherwise, for any fiscal year shall include the following without regard to the foregoing maximum increase permitted for such fiscal year by the preceding sentence of this provision:

Exceptions

(1) proceeds of any new bond issues received after their approval by public referendum or pursuant to Section 1002 of the City Charter.

(2) any debt service required to support any new bonded indebtedness issued following its approval by public referendum or pursuant to Section 1002 of the City Charter.

(3) expenditures to be funded in full or in part by grants received by the City of Bath, to the extent of such grant monies actually received.

(4) expenditures for programs mandated by the federal or state governments to the extent such programs are funded by federal or state authorities.

Exceptions

(5) expenditures of insurance proceeds received as the result of damage to or loss or destruction of any asset, for acquisition of a replacement asset.

(6) emergency appropriations approved by the City Council in accordance with the Provisions of Section 611(B) of the Charter of the City of Bath.

(7) School District assessments paid as a participating member under the provisions of LD 910, "An Act to Permit Public Schools in the Lower Kennebec River Area to Regionalize to Achieve Efficiency and Improve Quality."(11/5/07)

History

September 15,1988

Bath Citizens for Responsible Spending, a group of residents, presented a petition to City Council, signed by 1,361 residents, to strongly support a proposal for responsible spending and a public hearing was held to discuss the proposal, which was an amendment to the City Charter, Section 617, Limitations on Municipal Expenditures.

History

November 8, 1988

Voters approved City Charter Amendment placing limitations on municipal expenditures (Yes – 2,459, No – 1,800).

History

January 18, 1989

City Council rejected an Order to set a Public Hearing regarding three City Charter Amendments adding three exemptions to the limitation of municipal expenditures, 5-2. The amendments included "expenditures of principal and interest for any bonded indebtedness issued prior to June 30, 1989", "expenditures necessary to meet the City's obligation for county tax" and "expenditures which are classified under the sewer utility fund budget component".

History

November 6, 1990

Voters rejected City Charter Amendments adding exemptions to the limitations on municipal expenditures for "expenditures for capital items or capital projects after approval by the voters of the City of Bath at public referendum" (Yes – 1,889, No – 1,905) and "the amount of County tax, payable to Sagadahoc County, as exceeds the actual expenditure for this item in fiscal year 1990-91" (Yes – 1,845, No – 1,902).

History

May 20, 1997

State Legislature passed L.D. 287, *An Act to Improve the Administration of Tax Increment Financing,* as emergency legislation to go into effect immediately. Included in the legislation was the exclusion of expenditures of the Bath Iron Works Tax Increment Financing District Development Program from the City's municipal expenditure limitation. The statute currently lives in 30-A M.R.S.A §5234.

BATH
MAINE
CITY OF SHIPS

History

October 3, 2001

City Council rejected putting a proposed Charter Amendment to add exemption for the "share of the Sagadahoc County Tax Levy apportioned to the City of Bath pursuant to the provisions of 30-A M.R.S.A. Chapter 3 Articles 1 and 10" to referendum, 3-3 (1 abstained).

BATH
MAINE
CITY OF SHIPS

History

November 5, 2007

Voters approved Charter Amendment to bring the Charter into compliance with the provisions of LD 910 (Yes – 1,521, No – 562) to exempt Regional School Unit 1 funding from the expenditure limitation. This is sub-section (7) in exemptions.

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History

November 4, 2014

Voters rejected City Charter Amendment adding exemptions limitation for "the tax proceeds allocated to the City with regard to any duly approved Tax Increment Financing District, to the extent that such tax revenue is utilized for any purpose that qualifies as a project cost, as that term is defined under the laws of the State of Maine on municipal expenditures." (Yes – 1,627, No – 1,648).

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Challenges

Challenges

The expenditure limitation is intended to keep tax rates low. However, expenditures are not directly correlated with tax rates. In addition, a strong incentive already exists to keep tax rates as low as possible by Councilors and City Staff as part of their job.

Challenges

Expenditures do not determine the tax rate. Tax rate is expenditures/assessment. If the assessment has a large increase the tax rate could go down, but if the assessment has a large decrease taxes will go up.

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Challenges

The expenditure limitation is based on CPI, and expenses do not increase or decrease based on CPI.

Challenges

When the City agrees to new tax increment finance districts (TIFs) or credit enhancement agreements (CEAs), the City share is put into the general fund. This eliminates the tax shift benefit to the City of no school and county taxes on those tax dollars.

Challenges

The BIW TIF (which is exempt from the expenditure limitation calculation) is going to expire in FY 2023 and the City will need an exemption or amendment to the charter provision in order to bring those general fund operating expenses currently funded through that TIF (approx. $900,000) into the general fund on the year following expiration.

Challenges

The City borrows money for capital projects because the project does not fit within the expenditure limitation calculation, or because room under the limitation is needed for other items that cannot be financed such as salaries and benefits.

Challenges

TIF revenues from the Downtown and the Wing Farm districts are not exempt from the expenditure limitation, but debt service on voter approved bonded projects is – creating an odd incentive to borrow when it isn't necessary. The City has TIF revenue it cannot spend on projects unless it gets voter approval for borrowing and paying back with these TIF proceeds.

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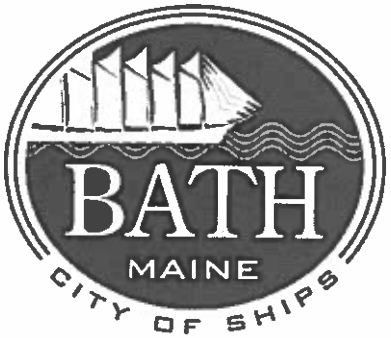
Challenges

The City has received consistent feedback during public sale bond issues that the expenditure limitation is seen as a negative for bond rating agencies. Agencies do not like to see management decisions being made to fit within a limitation.

Next steps

Potential exceptions

Expenditures of payments for legally required employment programs.
Expenditures of payments of county taxes to Sagadahoc County.



Potential exceptions

Expenditures of tax increment financing revenues. When a tax increment financing district reduces captured value or terminates in any given fiscal year as compared to the prior fiscal year, the expenditures of revenues associated with the reduced or terminated captured assessed value shall be included in the determination of expenditures for the immediately preceding fiscal year for purposes of the expenditure limitation calculation.

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