

AGREEMENT
Between

TOWN OF WELLS

And

PROFESSIONAL FIREFIGHTERS OF WELLS

IAFF Local 4652

July 1, 2023 to June 30, 2026

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ARTICLE 1 PREAMBLE

Section 1: Pursuant to the provisions of Chapter 9-A, revised Statutes of Maine, Title 26, as enacted by the Maine legislature in 1969 and Amended, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law," this agreement is made and entered into by and between the Town of Wells, herein after referred to as the "Town" and the Professional Firefighters of Wells, IAFF Local 4652 hereinafter known referred to as the "Union."

ARTICLE 2 UNIT RECOGNITION

Section 1: The Town recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and working conditions for all full-time Firefighters employed by the Wells Fire Department, who are public employees.

ARTICLE 3 NON-DISCRIMINATION CLAUSE AND EMPLOYEE RIGHTS

Section 1: Employees 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 Town or by the Union, because of membership or non-membership in the Union.

Section 2: All new employees hired after the effective date of this agreement are considered probationary for the first 12 months of employment. Each employee must successfully complete the probationary period to continue employment. However, all new employees within this Unit who have worked at least six (6) months shall be considered regular, full-time employees and shall be subject to the provisions of this Agreement as per Title 26 MRSA, Chapter 9-A. If the newly hired employee is deemed to be unsatisfactory during the probationary period, the Town may remove the employee. Said removal shall not be subject to the grievance procedure of this contract, nor shall it be subject to due process. All new hires shall be reviewed regularly during their probationary period. After successful completion of the probationary period, the employee shall receive regular reviews.

Section 3: The Town 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, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws, 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, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws, except where based on a bona fide occupational qualification.

Section 4: Outside Employment: Regular employees may obtain outside employment with the permission of the Fire Chief. Such employment may be terminated or curtailed by the Fire Chief if, in their judgment, such employment hinders the employee in the impartial or efficient performance of their duties. In any event, no employee shall fail to appear for a mandatory work shift assignment due to conflicting outside employment

commitments. The Fire Chief shall not exercise their discretion as set forth in this section in an arbitrary or capricious manner, or with the intent to discriminate against members of the Union.

Section 5: Any employee shall have the right to be represented or accompanied by the Union Steward or other Union representative when appearing before the Fire Chief, Town Manager, Board of Selectmen, or their delegate on any grievance, or when disciplinary action is likely to result. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, they shall comply with the rules and then grieve if they feel they have been wronged.

Section 6: An employee may choose to use the grievance procedure [Article 7] to pursue any alleged violation under this Article or may choose to pursue the matter through the Maine Human Rights Commission or a federal or State court; but the employee shall be limited to only one of these actions.

Section 7: The Town agrees to deduct Wells property taxes upon receipt of signed authorization by the employee.

Section 8: All unit employees hired after July 1, 2023, must be certified to the Advanced EMT Level or greater.

ARTICLE 4 MANAGERMENTS RIGHTS

Section 1: The Town retains all rights and authority to manage and direct its employees and to determine work shift assignments, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such reasonable rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. The Town agrees to forward copies of any and all final rules and amendments to the Union.

ARTICLE 5 UNION RIGHTS AND RESPONSIBILITIES

Section 1: The Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the Unit. The Union is responsible for representing the interests of all employees in the Unit 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 them, if the Union considers the grievance to be invalid or without merit.

Section 2: The Union shall be given the opportunity to have a representative at any formal discussion between one or more representatives of the Town, and one or more employees in the unit, or their representatives, concerning any grievance or any personnel policy or practice or other general condition of employment; or any examination of an employee of the unit by a representative of the Town 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. Normally the Union will be represented by one [1] representative from the Local and one [1] representative from the IAFF or PFFM (Professional Fire Fighters of Maine).

Section 3: The Town 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 Town, a list of officers/appointments, and to update the names as changes occur. Authorized representatives of the Union (not employees in the unit) may enter Town premises during normal working hours for the purpose of carrying into effect the provisions of this Agreement. Prior to such visits by such representatives, the Union President will notify the Fire Chief in advance of the visit, and it shall not interfere with departmental operations.

Section 4: It is agreed that Union officials, as described in Section 3 above, are authorized to have a reasonable amount of official time away from the job to promptly and expeditiously perform their representational and union duties and responsibilities. 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. With permission of the Fire Chief, the President or Alternate may be allowed time off without pay to attend official Union functions, (such as an annual convention), for up to five (5) days per year provided that the request is made in writing at least ten (10) calendar days in advance of such function, there is no disruption of departmental operations, and provided that the Town does not incur any expenses as a result of the absence of said President or Alternate.

Section 5: With the permission of the Fire Chief, 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 the normal activities of the Department.

Section 6: 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 7: The Town agrees to deduct from salaries money for the Union's dues and initiation fees. Unit employees must submit a signed authorization form as agreed to by the parties to have their union dues deducted from their salary. The amounts to be deducted shall be certified to the Town by the Secretary-Treasurer of IAFF Local 4652 [in writing], and deductions for dues shall be forwarded promptly to the Secretary- Treasurer of IAFF Local 4652 at the end of each week in which deductions were made. If dues are increased, the Union shall notify the Town at least thirty (30) days prior to the effective date of the dues increase. The Union shall indemnify, defend, and hold the Town harmless against any claims made, and any suits against the Town on account of payroll deductions of such dues. The Union agrees to refund to the Town any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

ARTICLE 6 LABOR ~ MANAGEMENT PARTNERSHIP

Section 1: The Parties hereby agree to continue to maintain a “Labor Management Relationship” where the Union, the Town, 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 Town of Wells. Furthermore, the Parties agree to continue and maintain 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 continue to maintain a Labor-Management Partnership Committee.

Section 2: This Committee will provide a means for allowing the Town and the Union to become full 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 cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees.

Section 3: The goals and objectives of this Committee are as follows:

To further the Fire Department’s Mission Statement by using a collaborative process.

- Foster a productive and cost-effective service to the citizens of Wells.
- Promote a positive morale among all Fire Department employees.
- Enhance the working conditions for all Fire Department employees.

Section 4: This Committee shall consist of two [2] Union Representatives and two [2] Management Representatives with each party selecting its own members. At its first Labor-Management Partnership Meeting, the committee shall establish and maintain the guidelines the committee will utilize to conduct its business.

ARTICLE 7 GRIEVANCE/ARBITRATION PROCEDURE[S]

Section 1: A Grievance shall mean any claimed violation, misinterpretation, misapplication, or a controversy or meaning that may arise between the Town, the Union and/or any bargaining unit employee[s] relating to this agreement.

Section 2: Nothing in this Article shall be deemed to deny an aggrieved unit employee the right to present their own grievance as set forth in Title 26 MRSA, Chapter 9-A, Section 967. In such event, the aggrieved employee shall forward a copy of the grievance being filed with all supporting information and material to the President of IAFF Local 4652. In addition, the Union shall have the right to be present at any meeting between the Town and the aggrieved employee 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 with a copy of any decision rendered by the Town under this section.

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-one (21) conventional business days from the date of the incident out of which the grievance arose or within twenty-one (21) conventional business 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 Town 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: 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 seven (7) conventional business days after receipt of the written grievance. If resolution of the grievance is not within the authority of the Fire Chief, he/she shall 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, they shall render a decision in writing within seven (7) conventional business 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 seven (7) conventional business days after receipt of the Step 1 decision, forward it to the Town Manager for action. The Town Manager shall convene a meeting with the parties within seven (7) conventional business days after receipt of the grievance. The Town Manager shall render a decision in writing, within seven (7) conventional business 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 3: If the Town Manager's decisions is unsatisfactory or the Parties are unable to resolve the grievance as a result of the Step 2 meeting, the Union may, within fourteen (14) conventional business days of the Step 2 response, file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance; or if the services of the Maine Board of Arbitration and Conciliation become unavailable, the Federal Mediation and Conciliation Service, or a mutually agreeable single arbitrator.

Step 4: Arbitration Procedure: 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 and the arbitrator shall be requested to issue the decision within thirty (30) conventional business days after the conclusion of the testimony and final argument. Expenses for the arbitrator's services and the proceedings

shall be borne equally by the Town 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.

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) Time limits outlined in this article may be extended by written mutual consent of the parties.
- c) Grievances concerning letters of caution or requirements, letters of reprimand, suspensions and terminations will be processed under this procedure beginning at the step above the level of management that affected the disciplinary action.

ARTICLE 8 DISCIPLINARY ACTIONS

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

Section 2: Disciplinary actions shall only be taken for just cause.

Section 3: Prior to initiating disciplinary action, the following procedures will normally be followed:

- a) The Town will make every effort to issue notices proposing discipline as soon as possible, normally ten [10] conventional business days after becoming aware of the incident.
 - b) A pre-action investigation or inquiry will be made to determine the facts. Part of this investigation shall include a discussion with the affected employee, and others having information about the incident.
 - c) 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 if they so desire. Once a representative is requested, the employee will be allowed a reasonable amount of time, normally not more than 5 conventional business days, to obtain Union representation. During this delay, no further questioning will take place.
 - d) The employee or their designated representative will be permitted to offer their written and/or oral statement to the deciding official during the pre-action investigation. The written statement may be submitted at the meeting or no later than five [5] conventional business days from the date of the above referenced meeting.
 - e) The Town will make reasonable efforts to undertake disciplinary actions in a prompt and timely manner, normally within ten [10] conventional business days after conclusion of the pre-action investigation.
- Section 4:** Any disciplinary action taken against a member shall be subject to the grievance procedure.

Section 5: If any disciplinary action is not sustained against the employee, all reference to such action will be withdrawn from the employee's personnel folder.

ARTICLE 9 PERSONNEL FILE

Section 1: Insofar as permitted by law, all personnel records, including home address, telephone numbers, and pictures of members, shall be confidential, and shall not be released to any person other than officials of the department and other Town officials, except upon a legally authorized subpoena, or written consent of the employee.

Section 2: Upon request, an employee shall have the right to inspect their personnel record. The inspection shall be during regular business hours and shall be conducted under the supervision of the Town Manager or their designee. A member shall have the right to make duplicate copies for their own use. No records shall be withheld from an employee's inspection. A member shall have the right to have added to their personnel file a written, signed, and dated refutation of any material which they consider detrimental. Nothing detrimental may be added to the employee's file without first providing a copy to the member.

Section 3: No written reprimand which has not previously been the subject of a hearing shall be placed in an employee's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) calendar days thereafter, the member may file a signed and dated written reply. If the Town Manager thereafter places the written reprimand in the employee's personnel file, they shall also include the reply.

Section 4: All discipline infractions placed in an employee's file which are received for an infraction which is less than a suspendable offense shall be purged from the file if there is no disciplinary offense within the next eighteen (18) months subsequent. All employee refutations which go into the personnel file shall also be expunged, along with the items to which they pertain.

ARTICLE 10 SENIORITY

Section 1: The Town shall establish a seniority list naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) in the department listed first. Said list shall be amended from time to time as circumstances shall warrant.

Section 2: Seniority for the purpose of this Agreement shall be interpreted to mean the length of continuous service in the department, only from date of last full-time hire.

Section 3: In the event it becomes necessary for the Town to lay off employees for any reason, the employees shall be laid off in the inverse order of their seniority by classification, with bumping rights within the department, provided the employees remaining are able to perform the available work. Employees shall be recalled in the reverse order of lay-off provided such employees are able to perform the available work. Seniority shall be maintained for twelve (12) months from the date of lay-off. Seniority rights shall be retained during illness, accident, or approved leaves of absence. For a period of twelve (12) months after lay-off, employees shall have a right to be recalled.

Employees shall be recalled from lay-off according to seniority by certified mail to the employee's last known address. It is the responsibility of the laid-off employee to furnish any change of address to the Town for recall notices. If, following a lay-off, the employee fails or refuses to notify the Town of their intention to return to work within seven (7) calendar days after a written notice of recall is sent by certified mail to his/her last address on record with the Town, the employee has waived his/her right to recall.

Section 4: The seniority list shall be posted on the department bulletin board within thirty (30) days after the signing of this Agreement, and a copy thereof shall be sent to the Union. Any objections to the seniority list, as posted, must be reported to the Town Manager, or their designee, within ten (10) days from the date posted, or it shall stand as accepted, and shall take full force and effect.

ARTICLE 11 HOLIDAYS

Section 1: The following shall be recognized as paid holidays:

- New Year's Day (January 1)
- Martin Luther King Day Presidents' Day
- Memorial Day
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Section 2: Holiday pay for day off: Employees shall receive a straight 12.0 hours pay if the holiday falls on the employee's regularly scheduled day off.

Section 3: Holiday pay if worked: Employees that physically work on any holiday specified above shall be paid for all hours worked on the holiday at the rate of one and one-half (1 1/2) times the regular rate of pay, plus the holiday pay of twelve (12) hours at the regular hourly rate. Employees who physically work on Christmas or Thanksgiving, shall be paid for all hours worked on the holiday, at the rate of two (2) times the regular rate. The above-listed holidays shall be observed on the same day as Town Hall. However, to determine which day shall be designated as a holiday for the purpose of paying overtime premium pay: Christmas, New Year's, Independence Day, and Veteran's Day shall be the actual calendar day.

Section 4: Holiday Bank: Effective upon the signing of this contract, employees may elect to bank holiday pay throughout the year. All banked holiday pay shall be disbursed the first pay period in December.

ARTICLE 12 ANNUAL LEAVE [VACATION TIME]

Section 1: Each unit employee shall accrue paid vacation time at the following rates:

Months	Monthly hours accrued	Yearly hours accrued	Max hours accrued/carried over annually
0-24 months	9.333	112	224
25 to 48 months	11.2	134.4	268.8
49 to 108 months	14	168	336
109 to 168 months	16.8	201.6	403.2
169 to 228 months	20.5333	246.4	492.8
229 months +	23.3333	280	560

Section 2: Unit members who separate from Town employment shall be paid their accrued/unused vacation time.

Section 3: The Labor-Management Committee will establish and maintain policies and procedures for requesting and approving Vacation and Personal leave.

This vacation policy complies with the Maine Earned Paid Leave Law effective 1-1-2021.

ARTICLE 13 SICK LEAVE

Section 1: Members of the bargaining unit shall accrue sick leave at the rate of twelve [12] hours per month. Sick leave may be used for personal non-service-connected injuries or illness, and family emergencies. Unit employees may utilize up to a maximum of one (1) week for the care of family members. The Labor- Management Committee will establish and maintain policies and procedures for utilizing sick leave.

Section 2: Payment on Separation: Employees shall be paid one-third (1/3) of their total accrued sick leave, up to a maximum of 1440 hours, upon separation, in good standing, from Town employment. The spouse or estate of an employee who dies while employed by the Town shall receive 100% of their total accrued sick leave, up to a maximum of 1440 hours. Employees shall be paid one-half (1/2) of their total accrued sick leave, up to a maximum of 1440 hours, upon retirement from Town employment. Said retirement shall be defined as receiving retirement payments from Maine Public Employees Retirement System (MainePERS) resulting from service to the Town as a firefighter, or age 55 if not a member of the MSRS. The amount of payment shall be calculated based upon the employee's current regular straight time hourly rate of pay and shall be subject to the following:

- a. Employees must provide a minimum of two weeks' calendar notice.
- b. Employees who are dismissed for cause shall not be eligible for payment of accrued sick leave.

- c. Employees who are on layoff and choose to receive the one-third (1/3) payback shall have the option of restoring that one-third (1/3) of sick leave by returning the one-third (1/3) payback should they be recalled.

Section 3: In lieu of the prior Sick Leave Incentive Program, each employee will receive two (2) personal days for a total of forty-eight (48) hours annually on July 1st. These personal days cannot be carried over or paid out.

ARTICLE 14 OTHER LEAVE

Section 1: Bereavement: In the event of death in the immediate family of an employee, the employee shall be granted three [3] shifts of 24 hours each absence with full pay to make necessary arrangements and to attend the funeral services (example – spring burials). "Immediate family" is hereby defined to include spouse, children, mother, father, brothers, sisters, mother-in-law, father-in-law, stepparents, stepchildren, and domestic partner/significant other, and grandparents.

Furthermore, unit employees will be allowed one [1] shift of paid leave for the purpose of attending the funeral of other relatives or persons actually living in the same household. The Town Manager may extend the amount of time allowed in this section on a case-by-case basis.

Section 2: Military Leave: Employees shall be granted military leave of absence without loss of seniority, to fulfill their military duties in the Armed Forces, National Guard, or Military Reserves. The Town will pay the difference, if any, between the employee's regular pay and military pay up to a maximum of normal salary for National Guard or Reserve training up to seventeen (17) days per calendar year.

Section 3: Family Medical Leave: The Town agrees to integrate the provisions of the Family Medical Leave Act with other leaves in this Agreement. All accrued paid leave must be used for Family Medical Leave. The balance of Family Medical Leave will be unpaid leave. The Town reserves the right to designate any qualifying leave as leave under the provisions of the Family Medical Leave Act.

Section 4: Americans with Disability Act: The Town will notify the union as soon as it becomes aware of any situations concerning an existing employee requiring a reasonable accommodation within the terms of the Americans with Disabilities Act. The Town will provide the union with all relevant information, and bargain with the Union concerning any accommodation that departs from any of the terms of this contract, or from any existing practice.

ARTICLE 15 RIGHT TO SUBSTITUTE [TRADING OF TIME]

Unit members may substitute (trade-off) for each other by permission of the Fire Chief obtained in advance of the substitution date with the following conditions.

- a. For the purposes of this article, trading of time is done voluntarily by and between unit employees. Normally, trading of time will be firefighter for firefighter or Captain for Captain.

- b. The obligation for pay back incurred as a result of agreeing to substitution must be fulfilled within a six [6-month period from the date of substitution.
- c. The substitution must be approved by the Fire Chief or their designee and shall be in writing, utilizing the form agreed upon by the parties.
- d. The substitution or trade-off shall not result in an increase in overtime or other increase in cost to the Town.

ARTICLE 16 HOURS OF WORK AND OVERTIME

Section 1: Hours of Work: The regular work week for full-time unit employees shall consist of forty-two (42) hours per week, averaged eight-week cycle. The standard workday shall consist of a twenty-four (24) hour shift. The work schedule shall be twenty-four (24) hours on-duty and forty-eight (48) hours off-duty and twenty-four (24) hours on-duty then ninety-six (96) hours off-duty schedule unless otherwise mutually agreed to by the parties. The Town reserves the right to change the work schedule but will provide the Union with a written notification with respect to the change at least 30 calendar days in advance of such a change.

Section 2: Overtime shall be paid for all hours worked outside of the regular scheduled work week, including if any Vacation time, Personal or Bereavement time is used during the work week. The hourly overtime rate shall be one and one-half the regular hourly rate. Should an employee be ordered to fill all or part of a shift, the employee shall be paid time at their applicable overtime rate. Normally, unit employees must be in an off-duty status for at least 24 hours after working two [2] consecutive twenty-four [24] hour shifts. Employee shall refer to the prevailing Titled Overtime System Policy.

Section 3: Alarms/Call Back: Employees who are off duty may respond to calls for structure fires or "special calls," and will be paid at straight time or the time and one-half rate whichever is the applicable rate for that employee in that work week. Employees who are directed by the Town Manager or Fire Chief to respond to alarms shall be compensated according to the following call back provisions. Any unit employee called to work outside their regularly scheduled shift as described above, shall be paid a minimum of three (3) hours worked at one and one-half (1 1/2) times their regular hourly rate. Such call back time shall not be annexed consecutively to either end of a work shift, nor shall such call back time pertain to scheduled overtime hours.

Section 4: Forced In: Should an employee be ordered and/or forced to work for any shift [to fill all or part of a shift], the employee shall be paid overtime pay at a rate of 1 ½ times their hourly rate.

Section 5: Emergency Response: If the unit members want to be on the recall list, they must be able to respond and be at the station within thirty (30) minutes of recall.

Section 6: The Town agrees to provide a pager or a cell phone to unit members who want them. The decision as to whether to provide a pager or a cell phone shall be determined by the Fire Chief. If a unit member asks for a pager or a cell phone, the unit member shall wear said pager/cell phone,

and reasonably respond to pages/calls. If in the judgment of the Fire Chief the pager/cell phone is not being worn and calls not responded to in a sufficient manner, the Fire Chief may request the return of the pager/cell phone and the employee shall promptly comply.

ARTICLE 17 UNIFORMS AND EQUIPMENT

Section 1: The Town will continue to provide unit employees with the basic clothing and uniform items as outlined below. The Town will replace any and all damaged or worn items on an "as needed" basis throughout the duration of this Agreement. Requests for replacements shall be made through the Fire Chief. Uniforms and equipment shall only be worn or used in places and at times which bear a reasonable relationship to the performance of official duties.

CLOTHING & INSIGNIA

- 4 Pants
- 4 Total Shirts
- 2 Work Shorts
- 2 Job Shirts
- 4 T-Shirts
- Winter Coat
- Summer Coat
- 1 Pair of Dress Shoes
- 1 Pair of Work Boots [
(Town contribution not to exceed \$200)
- 1 Class "A" Uniform
- Belt

FIRE GEAR

- Bunker Coat
- Leather Helmet (Town contribution not to exceed \$300)
- Extrication Gloves
- Bunker Pants
- Fire Boots
- Fire Gloves
- Fire Hood (Nomex)
- Suspenders

Section 2: The Town will continue to maintain two [2] complete sets of protective clothing for all unit employees.

ARTICLE 18 HEALTH AND SAFETY

Section 1: The Town will ensure that safe and healthy working conditions are provided for unit employees pursuant to existing law, rule, or regulation. The Union agrees to cooperate with the Town by encouraging Unit employees to work in a safe manner, and wear protective equipment prescribed by the Town, and to report observed safety and health hazards to the Town in accordance with applicable procedures. In addition, the parties agree to work together to review and implement [where appropriate] those NFPA Standards that are in the best interest of the Fire Department and the Unit employees.

Section 2: The Town shall continue to provide for the inspection and testing and proper maintenance of apparatus and firefighting equipment used by unit employees. The Town shall take prompt and appropriate action when an unsafe condition is reported to or observed by the Town. Repairs will be accomplished by qualified personnel. The Town agrees that all emergency motorized firefighting equipment and apparatus will receive top priority for maintenance or replacement. The Town further agrees that any portable firefighting equipment that is found to be deficient will be immediately taken out of service until properly repaired or replaced.

Section 3: The Labor-Management Committee will address Fire Department safety issues and be tasked with developing a Plan of Action and Milestones for complying with the applicable standards outlined in section 1 above, and for providing a safe and healthful working conditions for Unit employees.

Section 4: Injury Compensation:

- A. The Employer shall provide Workers' Compensation Coverage to its employees, as defined under the Maine Workers' Compensation Act.
- B. 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 Workers' Compensation Act, an amount sufficient to bring them up to full net wages, while any incapacity exists, and until they are either placed on disability retirement or return to active duty, up to a maximum of fifty-two (52) weeks.
- Injuries incurred while the employee is performing his/her duties during an emergency and/or non-classroom training situations.
 - Injuries incurred while standing in a roadway directing traffic provided the firefighter has not unreasonably neglected to wear safety equipment provided, when available.
 - Injuries sustained in any other authorized situation in which the firefighter, because they are a firefighter, is exposed to conditions not confronted by the average non-public safety employee as determined by the Town Manager.
- C. Employees who are injured on the job may use paid sick leave time on a pro rata basis to make up the difference between the Workers' Compensation payments and their net wage if section 4b is not approved. If their sick leave is exhausted, the Town will pay the difference between the Workers' Compensation payments and net pay for the balance of the first six-month period.
- D. Absence because of such injuries shall not be charged to accumulated sick leave.

ARTICLE 19 LINE OF DUTY DEATH

If a unit employee loses their life while on duty, the Town of Wells agrees to assist the deceased member's family in defraying the costs associated with the Memorial/Funeral Services and shall follow as guidance, the IAFF Protocol on Line of Duty Death. **[See Appendix B, back of Contract]**

ARTICLE 20 WAGES AND BENEFITS

Section 1: A. Wages: See Appendix A of the agreement.

- The employee shall complete the years for service before moving to the next step.
- Firefighters serving as Acting Captains will receive Captain's pay for all hours served as an Acting Captain during a shift.

On Duty Captains who are temporarily designated by the Fire Chief as the Ranking Officer in the absence of the Fire Chief will receive an additional \$3.00/hour for all hours so designated and approved by the Fire Chief while serving in the Ranking Officer position.

New employees may, at the discretion of the Fire Chief, be hired and have their starting pay and vacation accruals set at a level based on their previous years of service in another full-time fire department.

B. Lateral Transfer

The Town may hire employees from other municipal departments, in accordance with the following provisions:

1. Vacation accrual pay will be based upon the employee's total number of continuous years of employment with the Town.
2. Wages shall be paid at the step of the wage scale equal to the employee's total number of continuous years of employment with the Town.
3. Seniority shall accrue according to Article 10, section 2.

C. Education Incentives

In addition to the wages outlined in this section, unit employees will receive educational incentive for the following upon ratification:

- a) Associate Degree = an additional two percent (2%)
- b) Bachelor's Degree = an additional four percent (4%) [A Related Field]
- c) Master's Degree = an additional six percent (6%) [A Related Field]

Employees will only be eligible to receive payment for one college degree. Unit employees may be eligible for educational incentive pay after successful completion of their probationary period.

Section 2: Fire Department Instructors: Unit employees that obtain and maintain their Instructor Certifications and who provide training and expend preparation time approved by the Fire Chief to both Career and Volunteer Fire Department employees and/or members shall receive an additional \$1.00 per hour above their base rate for the approved time spent in preparing and presenting Fire Chief approved training for Fire Department employees/members. Captains (including Captains who are temporarily designated by the Fire Chief as the Ranking Officer) who are required to be certified as part of their job description, shall not receive this stipend for the first two (2) hours per shift during which they provide such required training.

Section 3: Insurance

- a. Professional Liability Insurance: The Town will continue to provide and pay for professional liability insurance for the duration of this agreement.
- b. Health Insurance: The Town will continue to provide, through the Maine Municipal employees Health trust, the PPO 500 Plan. The town will provide up to full family subscriber coverage. The cost of the plans will be shared between the Employer and the Employee as follows:

<u>MMEHT PPO 500</u>	Employer 80% of costs
	Employee 20% of costs

Said amounts will be contributed through payroll deduction.

Health Reimbursement Account: The Town provides a Health Reimbursement Account (HRA) program whereby the Town reimburses employees for their first \$500 of deductible expenses for individuals and for the first \$1,000 of deductible expenses for the entire family per contract year. The HRA does not apply to co-pays for doctor's visits and co-pays for prescription drugs.

c. Buyout: All full-time employees who have health insurance coverage from another eligible group shall receive 60% of the premium cost for a single subscriber in cash on a monthly basis. To qualify for this option, the employee must provide satisfactory proof of health insurance coverage on an annual basis. Married or legally partnered Town employees who both work for the Town are eligible for the buy-out plan or the partner may take their insurance plan at a single rate. Employees electing to participate in the buyout program shall annually provide the Town with a written certification that the employee and their tax dependents have health coverage from another source that is not an individual policy.

d. Retirees: The Town will allow employees who retire from the Town while employed under the terms of this contract to purchase health insurance at the group rate from the Town's provider of health insurance so long as the provider allows the Town to continue this practice, in accordance with all the rules, regulations and conditions as established by the health care provider. However, if the Town is not allowed by the provider of the health insurance to allow retirees to purchase said insurance at the group rates, the Town shall no longer continue this practice. The Town shall be held entirely harmless regarding any part of this practice.

Section 4: Retirement

The Town will contribute to only one of the following retirement programs for eligible employees:

- A. **Mission Square 457/401a Plan:** The Town agrees to match the employee's contribution to the Mission Square 457 Plan up to a maximum of six percent (6%) of the employee's gross wages. The Town match will go into the Mission Square 401a plan only; the employee contribution will go into the Mission Square 457 plan. Effective July 1, 2022, the Town agrees to match the employee's contributions to the ICMA RC 457 plan up to a maximum of seven percent (7%) of the employee's gross wages.
- B. **Maine State Public Employees Retirement Benefits (MainePERS):** In negotiating this three-year Contract with the Professional Firefighters of Wells, IAFF Local 4652, for the period of July 1, 2023, through June 30, 2026, the parties have agreed to move the employees currently enrolled in Maine Public Employees Retirement System (MainePERS) from Special Retirement Plan 2C to Special Retirement Plan 1C, effective July 1, 2024. It is understood and agreed that this plan change is subject to legislative body approval as required by MainePERS. It is further understood and agreed that this plan change is for future service only.

The Town's Select Board wishes to express in this Contract that it fully supports the transition measures for the retirement plan as set forth above and hereby commits, to the extent it can, to make the change in the retirement plan as close to the inception of FY 24-25 as possible.

The Town is agreeing hereby that it will advance the change to the Special Plan 1C retirement plan, as set forth herein. This means that the Select Board will take the action necessary to put the issue on a Warrant and bring the matter up for a public referendum vote on or before June of 2024. The parties recognize that the current Board cannot bind what the Town voters or future Select Boards will do, but the current Board does agree to support the change going forward and commits to doing what is reasonable and appropriate to seek voter approval.

The Town agrees to continue to allow retirees to purchase health insurance under its group insurance plan so long as the Town's insurance carrier allows this practice to continue and that there is no expense to the Town. The Town shall be held entirely harmless regarding the providing of health insurance purchase opportunities for retirees.

Retire/Rehire: For employees who have retired through the Maine State Retirement System and are rehired in the Town of Wells, the Town and the employee will be responsible for the rehire/retire contributions at 50% each as determined by MainePERS. Retired rehired employees may begin work on the 1st day of eligibility.

Any employee under this program shall be required to successfully pass the new hire physical exam, to include a psychological exam, to determine if they are Fit for Duty and able to perform the requirements for the retire/rehire position. If the employee is determined not fit to remain in the retire/rehire position, they shall be required to separate from employment immediately.

Employee will be required to give a 30-day notice of intent to retire in writing if their intent is to be rehired.

The Town will pay out all accruals owed to the retired employee following MainePERS Retired, Returned to work (RRTW) guidelines. This employee will be rehired with the same accruals and benefits, including seniority, as when originally retired.

ARTICLE 21 MISCELLANEOUS PROVISIONS

Section 1: 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 force throughout the duration of this Agreement subject to established procedures for changing these negotiable benefits or terms and conditions of employment.

Section 2: Savings Clause: If any of this Agreement shall be contrary to any state laws, such conflict shall not affect the validity of the remaining provisions.

Section 3: Political Activity: While working full-time for the Town, unit employees shall refrain from seeking or accepting nomination or election to any office in the Town Government. No unit employee[s] shall participate in any political activity which would be in conflict with the performance of his/her official functions and duties. Employees also must not promise favors as a reward for the political activity of others. Employees should be aware of State/Federal Laws governing other political activities.

Section 4: Employees who terminate employment with the Town of Wells prior to the ratification of the contract are not subject to retroactive pay or any other benefits of the contract if approved after termination.


ARTICLE 22 DURATION AND CHANGE

Section 1: Except as otherwise herein specifically stated, this Agreement shall be effective as of **August 15, 2023**, and shall remain in full force and effect for three [3] years or until **June 30, 2026**.

Section 2: 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 3: The execution of this Agreement shall serve as the required one hundred twenty (120) day notice pursuant to Title 26, M.R.S.A. §965(E).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this agreement on the 15th day of August 2023 following the unanimous vote of the Wells Board of Selectmen, and the members of the Professional Firefighters of Wells, IAFF Local 4652, to ratify this agreement.

Town of Wells

Michael W. Pardue, Town Manager
On behalf of the Board of Selectmen

Professional Firefighters of Wells, IAFF Local 4652

Mary C. Amberson, President
IAFF Local 4652

APPENDIX A WAGES

Any employee hold a Maine or National Registry EMS License shall receive the following hourly increases;

Advanced EMT - \$1.20 per hour increase

Paramedic - \$2.40 per hour increase

The wage charts below reflect the following:

2023 – 0% Increase

2024 – 4% Increase

2025 – 4% Increase

Firefighters

Position Title	Years of Service	1-1-24	1-1-24	1-1-24
EMS Level		Basic EMT	Advanced EMT	Paramedic
Firefighter	1 Year	\$26.30	\$27.51	\$28.71
Firefighter	2 Years	\$27.53	\$28.78	\$30.04
Firefighter	4 Years	\$31.47	\$32.80	\$34.24
Firefighter	5 Years	\$31.78	\$33.13	\$34.58
Firefighter	10 Years	\$32.10	\$33.46	\$34.93
Firefighter	15 Years	\$32.42	\$33.79	\$35.28
Firefighter	20 Years	\$32.75	\$34.13	\$35.63

Firefighters

Position Title	Years of Service	7/1/24	7/1/24	7/1/24
EMS Level		Basic EMT	Advanced EMT	Paramedic
Firefighter	1 Year	\$27.35	\$28.61	\$29.86
Firefighter	2 Years	\$28.63	\$29.93	\$31.24
Firefighter	4 Years	\$32.73	\$34.11	\$35.61
Firefighter	5 Years	\$33.05	\$34.46	\$35.96
Firefighter	10 Years	\$33.38	\$34.80	\$36.33
Firefighter	15 Years	\$33.72	\$35.14	\$36.69
Firefighter	20 Years	\$34.06	\$35.50	\$37.06

Firefighters

Position Title	Years of Service	7/1/25	7/1/25	7/1/25
EMS Level		Basic EMT	Advanced	Paramedic
Firefighter	1 Year	\$28.45	\$29.75	\$31.05
Firefighter	2 Years	\$29.78	\$31.13	\$32.49
Firefighter	4 Years	\$34.04	\$35.48	\$37.03
Firefighter	5 Years	\$34.37	\$35.83	\$37.40
Firefighter	10 Years	\$34.72	\$36.19	\$37.78
Firefighter	15 Years	\$35.07	\$36.55	\$38.16
Firefighter	20 Years	\$35.42	\$36.92	\$38.54

Lieutenants

Position Title	Years of Service	1/1/24	1/1/24	1/1/24
EMS Level		Basic EMT	Advanced EMT	Paramedic
Lieutenant	1 Year	\$33.50	\$34.70	\$36.07
Lieutenant	2 Years	\$34.00	\$35.22	\$36.61
Lieutenant	5 Years	\$34.51	\$35.75	\$37.16
Lieutenant	10 Years	\$35.03	\$36.29	\$37.72
Lieutenant	15 Years	\$35.56	\$36.83	\$38.28

Lieutenants

Position Title	Years of Service	7/1/24	7/1/24	7/1/24
EMS Level		Basic EMT	Advanced EMT	Paramedic
Lieutenant	1 Year	\$34.84	\$36.09	\$37.51
Lieutenant	2 Years	\$35.36	\$36.63	\$38.07
Lieutenant	5 Years	\$35.89	\$37.18	\$38.65
Lieutenant	10 Years	\$36.43	\$37.74	\$39.23
Lieutenant	15 Years	\$36.98	\$38.30	\$39.81

Lieutenants

Position Title	Years of Service	7/1/25	7/1/25	7/1/25
EMS Level		Basic EMT	Advanced	Paramedic
Lieutenant	1 Year	\$36.23	\$37.53	\$39.01
Lieutenant	2 Years	\$36.77	\$38.09	\$39.60
Lieutenant	5 Years	\$37.33	\$38.67	\$40.19
Lieutenant	10 Years	\$37.89	\$39.25	\$40.80
Lieutenant	15 Years	\$38.46	\$39.84	\$41.40

Captains

Position Title	Years of Service	1/1/24	1/1/24	1/1/24
EMS Level		Basic EMT	Advanced EMT	Paramedic
Captain	1 Year	\$36.32	\$37.52	\$38.32
Captain	2 Years	\$37.05	\$38.27	\$39.00
Captain	5 Years	\$37.79	\$39.04	\$39.87
Captain	10 Years	\$38.54	\$39.82	\$40.67
Captain	15 Years	\$39.31	\$40.61	\$41.48

Captains

Position Title	Years of Service	7/1/24	7/1/24	7/1/24
EMS Level		Basic EMT	Advanced	Paramedic
Captain	1 Year	\$37.77	\$39.02	\$39.85
Captain	2 Years	\$38.53	\$39.80	\$40.56
Captain	5 Years	\$39.30	\$40.60	\$41.46
Captain	10 Years	\$40.08	\$41.41	\$42.30
Captain	15 Years	\$40.88	\$42.23	\$43.14

Captains

Position Title	Years of Service	7/1/25	7/1/25	7/1/25
EMS Level		Basic EMT	Advanced	Paramedic
Captain	1 Year	\$39.28	\$40.58	\$41.45
Captain	2 Years	\$40.07	\$41.39	\$42.18
Captain	5 Years	\$40.87	\$42.23	\$43.12
Captain	10 Years	\$41.68	\$43.07	\$43.99
Captain	15 Years	\$42.52	\$43.92	\$44.86

APPENDIX B – IAFF Funeral Protocol for Line-of-Duty Deaths

The following protocol is to assist IAFF local affiliates in the event of a line-of-duty death of a member. The following information is solely provided for assistance purposes, each individual affiliate should evaluate its local conditions and utilize, amend, or change these recommendations accordingly.

I. NOTIFICATION

- A. After the notification of a death of a member, the Office of the Chief of the Department should immediately inform Union Office/Officials and the Fire Department Chaplain.
- B. The Fire Department should be informed that the local union official(s) wish to accompany those department officials that are dispatched to notify next of kin. After the family has been officially notified, the fire department and the local union should notify all on duty members (10-15).

II. PLANNING

- A. Local Union President must immediately appoint an individual with the sole responsibility of planning for the deceased members funeral.
- B. For the local union to be fully prepared the following initial information must be gathered from the deceased family as soon as possible. A union/department member should be immediately assigned as a family contact to assist the family and serve as the liaison between the family and those planning the funeral.
 - Do they want a funeral with full department honors.
 - Do they want church funeral, if so, what Church
 - Who is their choice of priest, minister, rabbi, or another religious representative.
 - Where is the Funeral Home
 - Who is the Funeral Director
- C. If the family requests a departmental funeral, the funeral director should be so notified. The funeral director makes arrangements with the church, cemetery, etc. The union/department should make arrangements for the funeral director to receive deceased's uniform in the event of a departmental funeral or if requested by family.
- D. List of pallbearers must be obtained from the family. Honor guard members should be selected, usually chosen from house and company members, and scheduled to stand at casket during viewing at funeral home. For funeral service honor guard and ushers should be selected.
- E. Arrangements must begin immediately with on-site selection for Memorial Service (if planned) and for collation (reception) following funeral/memorial service. Vendors should be immediately solicited for assistance.
- F. The local union must determine the availability of the following:

- White gloves
- Union pins
- Badge covers
- Bunting (fire stations/union hall)

G. Determine whether church cards (last alarm) are desired and arrange with printer for production (if cards are to be printed). This must be done immediately to allow for printing time.

H. Secure space from local hotel(s). Remember that fire fighters from throughout the International will attempt to attend the funeral. Select one hotel as base for International Principal Officer(s), Vice President(s), and staff.

I. Establish liaison with the police department. Request that the police department assist with the following:

- Request that police department send out on police blotter the announcement of line of duty deaths including as much detail as possible, including funeral arrangements, department and union address, and local union representative responsible for funeral's phone number.
- Request police to provide detail in marked car at deceased house during entire funeral period.
- Request that police have representative at any planning meeting. They can assist with logistical coordination including traffic, crowd control, out-of-town fire fighters, parking, etc.

III. THE FUNERAL

For line-of-duty departmental funerals the following protocol should be arranged:

A. Funeral Director is responsible and has the primary concern of assisting the family, including bringing them into church, and seating. The department should select Chief-in-Charge for directing and coordinating fire department and fire fighter involvement in funeral.

B. Honor Guard should post colors prior to church service. The honor guard should be posted outside church on both sides of entrance. Department personnel, union officials, fire fighters and civic delegates should line up with honor guard to street. Family passes between ranks. In all instances, the family should enter church ahead of any dignitaries. Ushers should keep the front right part of church open for members and delegates. After body is greeted all march into church and are seated in the following fashion:

- Fire Chief
- Union President
- International Principal Officer(s)
- Local union officials
- Deceased's Company
- Delegation of department's chief officers
- Members of department

Members of other fire departments

C. All remain standing until all firefighting delegations are in place.

D. At conclusion of service, ushers will direct firefighting delegation to street where they resume original places, facing church, under direction of chief-in-charge. Pallbearers then proceed out of church with the body followed by family and other mourners. The Chief-in-Charge gives command for salute as body is brought from church and placed in hearse.

E. After services, the funeral director assembles the procession. The Chief-in-Charge directs all firefighting personnel, proceed by colors to march ahead of procession to designated pass-in review position. If desired, a designated fire house could be chosen for pass-in-review. The fire house should have apparatus on the apron, with all on-duty personnel at attention, bells tolling as the procession passes. After the pass-in-review procession proceeds to cemetery.

IV. COMMITTAL

A. Chief-in-charge shall be responsible for assembling firefighters at grave site. It should immediately be determined how many mourners the cemetery and/or grave site area can accommodate. Committal is usually for family and close friends. Apparatus can be detailed to cemetery gates with fire fighters in full dress.

B. Arrangements can be made for bugler for TAPS and sole bagpiper for playing Amazing Grace, or appropriate hymn. Local musicians' unions or schools can usually provide these individuals if unavailable on fire or police department.

C. Dismissal from grave site is generally followed by reception.

V. BELL CEREMONY AND PRAYER

A. The ringing of the bell and the Fire Fighter's Prayer are two traditions of the fire service which reflect respect and honor to those who gave their lives to their duty. The ringing of the bell represents the end of the emergency and the return to quarters, and is usually three rings of the bell, three times.

B. Both are provided for local adoption.

VI. PERIOD OF MOURNING AND HONOR

A. After notification of line-of-duty death is completed, flags at all jurisdiction's properties (government center, fire stations, schools, etc.) should be lowered to half-staff in honor of fallen fire fighter.

B. Flags at jurisdiction's properties should remain at half-staff from date of death through the day of committal.

- C. Flags at fire stations and union hall should remain at half-staff for a period of 30 days. Funeral bunting, if used, should also remain on fire stations and union hall for 30 days.
- D. After notification of line-of-duty death is completed, badge covers should be placed across the face of each member's badge. Badge cover should remain for 30 days.

BELL CEREMONY

The men and women of today's fire service are confronted with a more dangerous work environment than ever before. We are forced to continually change our strategies and tactics to accomplish our tasks. Our methods may change, but our goals remain the same as they were in the past, to save lives and to protect property, sometimes at a terrible cost. This is what we do, this is our chosen profession, this is the tradition of the fire fighter. The fire service of today is ever changing but is steeped in traditions 200 years old. One such tradition is the sound of a bell. In the past, as fire fighters began their tour of duty, it was the bell that signaled the beginning of that day's shift. Throughout the day and night, each alarm was sounded by a bell, which summoned these brave souls to fight fires and to place their lives in jeopardy for the good of their fellow citizen. And when the fire was out and the alarm had come to an end, it was the bell that signaled to all the completion of that call. When a fire fighter had died in the line of duty, paying the supreme sacrifice, it was the mournful toll of the bell that solemnly announced a comrade's passing.

We utilize these traditions as symbols, which reflect honor and respect on those who have given so much and who have served so well. To symbolize the devotion that these brave souls had for their duty, a special signal of three rings, three times each, represents the end of our comrades' duties and that they will be returning to quarters. And so, to those who have selflessly given their lives for the good of their fellow man, their tasks completed, their duties well done, to our comrades, their last alarm, they are going home.