

**AGREEMENT**  
**BETWEEN**  
**TOWN OF LINCOLN, MAINE**  
**AND THE**  
**LINCOLN FIREFIGHTERS ASSOCIATION**  
**LOCAL 3038**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**  
**AFL-CIO-CLC**

**July 1, 2020 to June 30, 2023**

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This **AGREEMENT** is made and entered into this 12th day of August, 2020 by and between **THE TOWN OF LINCOLN**, Maine, having its principal office at 63 Main Street, Lincoln, Maine (hereinafter sometimes referred to as the "TOWN"), and **THE LINCOLN FIREFIGHTERS ASSOCIATION, Local 3038**, International Association of Firefighters (A.F.L.-C.I.O.-C.L.C.), having its principal office at One Adams Street, Lincoln, Maine (hereinafter sometimes referred to as the "UNION").

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**ARTICLE 1 – PREAMBLE**

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26 M.R.S.A. Chapter 9-A, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve employee morale, and to promote effective and efficient municipal operations.

**ARTICLE 2 - RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining and entering into Agreement relative to wages, hours, and working conditions and contract grievance arbitration for all firefighters within the bargaining unit as determined in accordance with the Maine Municipal Public Employees Labor Relations Law. The term "*firefighter*" and/or "*employee*" as used in this contract shall mean only members of the bargaining unit. All reference to employees in this Agreement designates both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 3 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**

The Town retains all rights and authority to manage and direct its employees including the right to discipline, up to and including discharge, for just cause. The Town may adopt rules for the operation of the Department and the conduct of employees, provided such rules do not conflict with any provisions of this Agreement. The Town shall give not less than ten (10) days' notice to the Union in advance of the effective date of any changes in such rules. Such notification shall be in writing. All rules and regulations of the Department in effect as of the date of execution of this Agreement are incorporated into and form a part of this Agreement.

**ARTICLE 4 - UNION SECURITY AND DUES DEDUCTION**

It shall be a condition of employment that employees either (1) join the Union or (2) agree to pay their fair share towards the Union's cost of collective bargaining, contract administration, and the adjustment of grievances through payroll deductions as outlined in this Article. The Union shall establish said fair share annually not to exceed eighty-five percent (85%) of full Union dues and shall notify the Town promptly as to the percentage and dollar amount of said fair share.

1. The Town shall deduct Union dues or their fair share in the amount as determined by the Union membership pursuant to its Constitution and By-laws upon receipt of a signed authorization from the members (a copy of which is to be retained by the Town) and a certified statement from the Union Treasurer as to the amount of dues or fair share a sample copy of which is appended as Appendix A.

2. The Town shall forward to the Union Treasurer such weekly deductions with report on a monthly basis.
3. In the event of a change in the amount of said deductions, the Union Treasurer shall notify the Town in writing. After receipt of same, deductions therein noted shall be deemed to have been authorized to be withheld on behalf of the employees who had previously signed authorization forms.

#### **ARTICLE 5 - SENIORITY**

1. The Town shall establish a permanent seniority list and it shall be verified on the first day of January of each year and immediately posted thereafter on the bulletin board for a period of not less than thirty (30) days, and a copy of the same sent to the Secretary of the Union. Any objection to the seniority list, as posted, must be reported to the Public Safety Director and the Union within thirty (30) days from the date posted or it shall stand as accepted.
2. Seniority shall be established as of the last date of permanent hire within the unit and shall not include any previous employment with the Town; and shall be the governing factor in all matters affecting promotions, layoff, recall and vacation preference. In the event of layoff, employees will be laid off by reverse seniority.

#### **ARTICLE 6 - DUTIES**

This is general duty firefighting work with an emphasis on driving fire trucks and in the operation and routine maintenance of fire department equipment, apparatus and quarters, performed under the direction of the Public Safety Director.

Employees performing firefighting or EMS work for the town of Lincoln will not work for or be a member of any other fire or EMS service. Employees employed as of July 1, 2020 who hold a position with another Fire or EMS organization will provide notice that they are employed by that agency to the Public Safety Director immediately. Those employees shall be permitted to continue employment with the disclosed agency until that employment ends or the employee is no longer employed by the Town.

Work of this class involves responsibility for the protection of life and property through the performance of firefighting activities. Although the operation of firefighting apparatus and equipment is the primary responsibility of this position, individuals in this position are often first responders and are therefore responsible for all aspects of firefighting until the first fire line officer (rank of Captain or above) arrives on the fire scene or as the situation requires.

While firefighting is the most difficult and responsible area of activity, a considerable portion of time is spent drilling and studying firefighting methods and techniques, and in the routine house duties in the care and maintenance of the public safety building, and its equipment. This shall include public safety property and equipment and include duties such as painting, cleaning, sweeping, snow removal, floor care, and minor repairs of firefighting equipment. Firefighters

will not be obligated to process license and/or registration checks on the police computers, assist with prisoners, detainees, or in the operation of any Police Department equipment. The firefighters shall be required to assist in pre-planning and training other firefighters and inspections during regular shifts.

### **ARTICLE 7 - HOURS**

Section 1: Recognizing that the Lincoln Fire Department is a "full service" Fire Based EMS Emergency Response entity comprised of Captains, Lieutenants and Engineer/Firefighters and up to 50 Call/Volunteer Fire Service Professionals as according to the Town Charter committed to the preservation of life and property of its citizens and visitors through Fire Prevention, Education, Fire Suppression, Emergency Medical/Pre-Hospital Care and Rescue Services. All newly hired full-time employees will be ranked as Engineer/Firefighters. To this end, the parties agree it implements a 56-Hour Workweek Schedule of full-time employee

A new full time position of Education Officer/Fire Inspector will serve as the department's training officer, public school safety educator and fire inspector. The Education Officer/Fire Inspector will also be available to fill available shifts on the overtime rotation and will be included in the on-call rotation. The Education Officer/Fire Inspector will be scheduled to work 45 hours per week and will receive overtime in any week in which he or she works more than 53 hours.

\*\*\*The work schedule shall consist of the following components:

- a. Establish and maintain a 56- Hour Average Work Week for unit employees working 24-hour shifts over a three (3) week cycle (except for the Education Officer/Fire Inspector whose average work week is 45 hours).
- b. Unless changed by mutual consent of the parties, the full-time employees will be assigned to a three (3) Platoon system with (2) or more unit employees being assigned to A Platoon, B Platoon and C Platoon as Follows:
  1. A Shift
  2. B Shift
  3. C Shift
- c. Each twenty-four (24) hour shift will start 0700 and shall consist of ten (10) hours of work and fourteen (14) hours of Ready-Alert/Stand-by Time.

- 1) **Ready Alert and/or Stand-By Time** is defined as time that the on-duty firefighter is not performing emergency response work or scheduled training and is free to eat, sleep, read watch TV, listen to radio, or engage in other similar pursuits. The Employer agrees to guard against scheduling "actual and/or make-work" during the employees' ready alert/stand-by period. If the Employer has the need to schedule "Actual Work" to support the fire department's mission at times other than the "core 10 hours of work" the Employer will ensure that equal amounts of stand-by time will be permitted during designated hours of work.

**ARTICLE 8 - WAGES**

	<b>Current</b>	<b>7/1/20 6/30/21 \$1.13 and 1%</b>	<b>7/1/21 6/30/22 1%</b>	<b>7/1/22 6/30/23 1%</b>
Step 1 Probationary firefighter (first six months)	\$10.87	\$12.12	\$12.24	\$12.36
Step 2 (Upon completion of six months)	\$13.76	\$15.04	\$15.19	\$15.34
Step 3 (Upon completion of one year)	\$15.95	\$17.25	\$17.42	\$17.60

- 1) The Public Safety Director may only waive the Step 1 wages rate, but not the probationary period, based upon the applicant's prior experience.

**Fire Captain Stipends:**

- Step One: 2% of Step 3 wages (six months probationary period)
- Step Two: 4% of Step 3 wages (upon completion of six months)

**Fire Lieutenant Stipends:**

- Step One: 1% of Step 3 wages (six months probationary period)
- Step Two: 2% of Step 3 wages (upon completion of six months)

Stipend will be included into the Fire Captain's wages on the first day the position is assumed.

**Other Duty Stipends:**

- \$5.00 per week stipend for maintaining and documenting hazardous materials certification at the Operations level and providing or assisting with haz mat department training
- \$5.00 per week stipend for maintaining and documenting Technical Rescue training and providing or assisting with Technical Rescue training
- \$5.00 per week stipend available to two FT department members (based on seniority at the time of application) to serve as pump technicians and perform department training on department equipment
- \$5.00 per week stipend for achieving and maintaining a Maine license with CDL endorsement

**EMS stipends:**

- \$.30 per hour stipend for holding and maintaining Basic EMT license

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- \$.60 per hour for holding and maintaining Advanced EMT license
- \$.90 per hour for holding and maintaining Paramedic license

**ARTICLE 9 - LONGEVITY**

Employees shall receive a fifteen-dollar (\$15.00) per week increase on the current base wage upon completion of five (5) years of continuous service with the Department. Employees shall receive another fifteen-dollar (\$15.00) per week increase on the current base wage upon the completion of ten (10) years of continuous service.

**ARTICLE 10 - OVERTIME**

Section 1. Unit employees working the new 56-hour average worksheet schedule will be compensated at their current hourly rate as outlined and defined in Article 8 (Wages) of this agreement

Section 2. Overtime for unit employees shall be calculated at a rate one and one half (1.5) the employee's current hourly rate for all hours worked in excess of one hundred fifty nine (159) hours over each twenty one (21) day period. For the purpose of this article "hours worked" shall include all holidays, bereavement leave, and workers comp, vacations, sick leave and all personal time off. Overtime shall be computed to the next one-quarter (1/4) hour unless otherwise agreed to by the parties.

- a. Call Back Overtime: Unit employees "called back" to work outside their regular work shift to support the Fire and or /EMS mission and/or called back during emergencies shall be paid for not less than two (2) hours of overtime, four (4) hours for calls exceeding two (2) hours and hourly for each hour worked after four (4) hours shall apply. Unit employees will be released from duty as soon as the incident is completed and equipment is returned to ready for service condition.
- b. Forced in Overtime: Any unit employees forced in to work any overtime outside the regular hours of work shall always be compensated at a rate of 1.5 hours for all hours the employee has been forced into work.
- c. Unit employees who respond to Non-Toned calls, training sessions and meeting shall be paid for not less than (1) hour of overtime.
- d. Unit employees shall be considered on duty from the time of notification of an emergency or actually called-in by the Town.

Section 3. Unit employees shall work overtime when any open shifts occur and as necessitated by workload requirements. Overtime shall first be offered to bargaining unit employees by seniority and rotation. If overtime has been refused by all unit employees and after trying to fill the positions from the bargaining unit employees into work to cover the shift by the order of reverse seniority and rotation to fill the vacant shift. Non-bargaining unit personal may not perform bargaining unit work except for training purpose or in the event of emergencies and only when all available "off duty" full-time unit employees have had the opportunity to work the vacant shift, in accordance with Article 13 paragraph 6 of this agreement.

In the event of a positions vacancy due to a severance of employment, the Town reserves the right to determine, on shift by shift basis, whether or not the vacancy is to be filled by an off-



duty engineer while efforts are being made to hire for said vacancy. At no time shall this right extend beyond four months, per vacancy, nor be repeated during any twelve month rolling period.

**ARTICLE 11- HOLIDAYS**

Section 1. The Town and the Union recognize the following days as legal holidays, plus any other day declared or taken as a holiday by the Town:

- |    |                       |    |                        |
|----|-----------------------|----|------------------------|
| a. | New Year's Day        | g. | Columbus Day           |
| b. | Washington's Birthday | h. | Veteran's Day          |
| c. | Patriot's Day         | i. | Thanksgiving Day       |
| d. | Memorial Day          | j. | Day after Thanksgiving |
| e. | Independence Day      | k. | Christmas              |
| f. | Labor Day             | l. | Personal Day Off       |

Section 2. All employees shall be compensated for eleven (11) holidays. All employees shall be paid for each of the holidays in Section 1 above except "Personal Day Off" in his payroll check next following the designated holiday. In addition to the holidays set forth in Section 1 above, each employee shall be granted one (1) personal day off to be approved by the Public Safety Director, after the completion of six (6) months' probation. For the purpose of this section, a holiday shall be defined as fourteen (14) hours. Employees who work Thanksgiving, Christmas, Memorial Day

and Independence Day shall be paid time and half for hours worked (EE: 0000-0700 prior shift and 0700-2400 on actual day)

**ARTICLE 12 - VACATIONS**

Section 1. Each unit employees shall accrue paid vacation time at the following rate:

- a. After one (1) Year - Two (2) weeks (112 Hours per year.)
- b. After five (5) Years - Three (3) weeks (168 Hours per year)
- c. After fifteen (15) Years - Four (4) weeks (224 Hours per year)
  1. After sixteen (16) Years - Four (4) hours of vacation will be accrued
  2. After seventeen (17) Years - Four (4) hours of vacation will be accrued
  3. After eighteen (18) Years - Four (4) hours of vacation will be accrued
  4. After nineteen (19) Years - Four (4) hours of vacation will be accrued
  5. After twenty (20) Years - Five (5) weeks (280 Hours per year)

Section 2. Vacation leave shall begin to accrue at the end of the first full month of employment but no full-time employee shall be allowed a full vacation leave until said employee has completed one (1) full year of service. After six (6) months of continuous service, the full-time employee may, however, take such vacation leave as has been accrued to that date. A full-time employee who enters municipal service before the 16th or who leaves after the 15th of any month shall earn all eligible vacation leave for that month.

Section 3. Vacation leave shall be ordinarily taken in one (1) week periods or as scheduled in advance with the approval of the Public Safety Director. Unit employees are encouraged to take

their vacation leave during the year in which it is accrued. However, unit employees may carry over no more than one-half (1/2) of what they earned in the previous twelve (12) months.

Section 4. The Labor-Management Committee will establish and maintain policies and procedures for requesting and approving Vacation and Personal leave. Scheduling conflicts regarding employee's vacation will be decided by seniority by the Public Safety Office and Union Rep.

### **ARTICLE 13 - SICK LEAVE**

1. Sick leave shall accrue from the date of hire at the rate of fourteen (14) hours per month.
2. Sick leave shall be granted to an employee when he/she is unable to perform their duties due to personal or on-the-job sickness or injury; for necessary care and attendance for a member of the employee's immediate family or household; or when an employee has been exposed to a contagious disease that might jeopardize the health of others.
  - a. Employees are granted 5 unexcused sick days per fiscal year. Sick days used for which the employees has provided a doctor's note shall not count against the five (5) unexcused days. Unexcused sick days used in excess of 5 days shall be paid at seventy percent (70%) of hourly wages.
  - b. Employees who have provided a doctor's note to the Public Safety Director and need more than five days in any one fiscal year shall be compensated at one hundred percent (100%) of hourly wages. Any expense in complying with this requirement for a written statement shall be paid for by the Town. The employee shall, when and at the time required, advise the Town of his medical status and his availability for work.
  - c. The State's Workers' Compensation Act covers sickness and accidents caused by employment. All employees shall notify the on-duty personnel, prior to the start of their shift, if they will be off-duty on sick leave.

3. Unused sick leave shall be cumulative and available for employees use to a maximum of ninety (90) working days. Upon retirement or death, the univalent of one-third (1/3) pay for each day of accumulated and unused sick leave shall be paid to the employees, his/her beneficiaries or his/her estate, as circumstances should warrant, not to exceed thirty (30) working days.

Upon separation in good standing, the equivalent of one-fourth (1/4) pay for each day accumulated and unused sick leave shall be paid to the employee as the circumstances shall warrant, not to exceed twenty-two and one half (22.5) working days total compensation.

4. In the event of death of an employee occurring in the line of duty, one hundred percent (100%) of all accumulated and unused sick leave shall be paid to the employee's beneficiaries or estate, as the circumstances should warrant.

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5. In Section 3 and Section 4 above, each day shall be considered as fourteen (14) hours, for the purpose of payout.

6. In regard to long-term absences due to illness or injury to an employee who will be returning to work, the following applies: The first eight (8) consecutive shifts will be staffed by full-time engineer firefighters at present overtime rate. Further open shifts may be staffed by spare engineer/firefighters for a period of six (6) months. At the end of the six (6) month period, further open shifts will be staffed by full-time engineer/firefighters.

**ARTICLE 14 - BEREAVEMENT**

1. In the event of death in an employee's immediate family the employee shall be granted emergency leave by the Public Safety Director.

2. Emergency Leave shall be leave with pay, not chargeable to sick leave and/or vacation leave.

3. "Immediate family" shall be defined as follows: spouse, child, stepchild, brother, sister, parents, step-parents, mother-in-law, father-in-law, grandparents.

4. Emergency leave shall not exceed three (3) consecutive calendar days from the date of the emergency.

5. An amount of time, determined by the Public Safety Director but in no case to exceed one (1) day may be allowed for attendance at funerals of the following relatives of the employee not provided for under Section 3 above: aunt, uncle, niece, nephew, sister-in-law and brother-in-law, or any other person living in the same household of the employee.

**ARTICLE 15 - LEAVE OF ABSENCE**

An employee may be granted a leave of absence without pay by the Public Safety Director when approved by the Town Manager up to a maximum of ninety (90) days. Full seniority rights shall be maintained during the absence. Failure of an employee to return to work at the expiration of the leave of absence without having arranged for an extension will be deemed as a resignation.

**ARTICLE 16 - MILITARY LEAVE**

Employees shall be granted military leave of absence not to exceed two (2) weeks as defined in Article 7, with one-half (1/2) pay and without loss of seniority to fulfill their annual training with the Armed Forces of the United States in accordance with the Maine Revised Statutes.

**ARTICLE 17 - MEETINGS**

The Town shall allow the Union to hold its meetings at the Fire Station provided that such meetings shall not interfere with the operation of the Fire Department and the Lincoln Police Department.

**ARTICLE 18 - PERFORMING UNION DUTIES**

1. The Union officials shall be permitted to conduct Union business from the Fire Station provided it does not interfere with the operation of the Fire Department.
2. One officer of the Union shall be allowed time off with pay during his regular work hours to investigate and process grievances, to attend grievance hearings and contract negotiations, but in no case shall such time exceed (except by permission of the Public Safety Director) a total of two (2) hours per week.
3. The Delegate of Local 3038 shall be allowed time off without pay to attend any state, regional or national delegate meetings of the International Association of Firefighters, A.F.L.-C.I.O.-C.L.C., provided, however, said time off to attend meetings shall be limited to five (5) working days per year.

**ARTICLE 19 - PROBATION PERIOD**

All new employees are considered probationary employees until a six (6) month period of employment is completed. Such employees shall be subject to the provisions of this contract.

**ARTICLE 20 - GRIEVANCE PROCEDURE**

1. The purpose of the grievance procedure shall be to settle Firefighter and/or Union grievances on as low an administrative level as possible so as to insure efficiency and maintain morale within the Fire Department.
2. A grievance shall be considered to be a firefighter and/or Union complaint concerned with:
  - a. Discharge, suspension or any other disciplinary action, except probationary employees;
  - b. Interpretation and application of Fire Department rules and regulations;
  - c. Alleged violations of any of the terms of this Agreement; and
  - d. Working conditions.
3. Should the Union or an employee feel aggrieved, the adjustment of the grievance shall be sought as follows:
  - a. The Union shall submit the details of such grievance in writing to the Public Safety Director of the Fire Department within five (5) days thereafter, the Public Safety Director shall meet with the Union for the purpose of adjusting or resolving such grievance.
  - b. If such grievance is not resolved to the satisfaction of the Union by the Public Safety Director within ten (10) days after such meeting, the Union may submit such grievance in writing within fifteen (15) days after said meeting to the Town Manager.

The Town Manager shall render a decision in writing within five (5) days after such meeting or receiving said grievance.

c. If the grievance is still unsettled, either party may within fifteen (15) days after the reply of the Town Manager is due, by written notice to the other, request arbitration.

4. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Union and the Town within seven (7) days after notice has been given. If the parties fail to select an arbitrator, either party may request the assignment of an arbitrator by the American Arbitration Association, or the State of Maine Board of Arbitration. The decision of the arbitrator shall be binding and final on the parties and the arbitrator shall be requested to render his/her decision in writing within thirty (30) days after conclusion of the testimony and argument

5. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Union and the Town. However, each party shall be responsible for compensating its own representatives or witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available to the other party and to the arbitrator.

6. The Town recognizes the right of an employee to have his/her Union representative to be present at any meeting with the Town Manager and/or Public Safety Director which he/she expect could result in any disciplinary action toward him/her.

#### **ARTICLE 21 - CLOTHING ALLOWANCE**

1. The Town shall provide each firefighter with all personal protective clothing and devices in accordance with N.F.P.A. Standards and O.S.H.A. Fire Regulations.

2. Commencing July 1, 2015, and each subsequent year the Town agrees to provide uniforms at the Town's expense as listed below. The said uniforms remain the property of the Town, exceptions being boots and personalized items (embroidered with name, etc.). All worn out clothing provided by the Town shall be replaced at the Town's expense, after inspection and approval by the Public Safety Director. If worn clothing can be repaired, it shall be repaired at the Town's expense after inspection and approval by the Public Safety Director or Chief of Department. New hires shall be issued all items listed below. Current firefighters shall be issued any missing items from the below list after approval of this contract.

Uniform List:	4 Pants	2 Badges
	2 Short Sleeve Shirts	2 Sets Collar Brass
	2 Long Sleeve Shirts	1 Pair Summer Boots
	4 T-Shirts	1 Pair Winter Boots
	2 Job Shirts	1 Set Coverall
	1 Three Season Jacket	1 Hat
	1 Belt	

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After one (1) year of service, the Town shall provide a dress uniform to all new hires consisting of the following items:

Bell Cap with Device  
Service Coat/Pant  
Dress Shoes  
White Gloves  
Tie

**ARTICLE 22 - INSURANCE**

1. The Town shall offer to employees a group health insurance plan to include major medical, life, prescription, and income protection. The Town reserves the right to change carriers and plan benefits to another plan of equivalent benefits. Refer to the current calendar year cost sharing memo for available plan costs.

Employees, who are determined by the town administration to have provided alternative proof of medical insurance on demand, are eligible for the Withdraw Benefit, which is equivalent to a monthly cash payment of half the cap for which the employee is eligible.

After withdraw, re-enrollment into the Town's health care insurance may require special conditions as set forth by the Town's carrier. Upon re-enrollment, the withdraw benefit shall end. Those employees who fail to produce proof of alternative insurance will cease to receive the monthly benefit and may be required to reimburse the Town for those benefits paid during the period of time in which no proof of insurance can be provided by the employee but the employee continued to receive this benefit. Fraudulently receiving benefits are terms for disciplinary action including, but not limited to, termination.

**2. LIFE INSURANCE.** The Town of Lincoln pays for the basic life coverage for all full-time employees which include benefits equal to one (1) time an active employee's annual salary (including accidental death and dismemberment).

**3. INCOME PROTECTION.** An eligible employee shall be entitled to use accumulated sick leave to supplement the Town's Income Protection Plan. This plan, which is paid for by the Town of Lincoln one hundred percent (100%), is equivalent to seventy percent (70%) of the employee's salary at the time of disability and is available for the employee only in the event of an illness or accident that occurs while the employee is not engaged in work or business for the Town. This insurance (benefit) is payable for up to a maximum of twelve (12) months.

**ARTICLE 23 - RETIREMENT**

The Town shall provide one of the following retirement plans at the employee's option:

1. The Town shall provide Maine State Retirement System coverage for all employees providing two-thirds (2/3) pay after twenty-five (25) years of service.

2. The Town shall provide for employees who are not participating in the Maine State Retirement System an amount equal to the contributions made by an employee to the I.C.M.A. Pension Plan up to six percent (6%) effective upon signing of contract.

**ARTICLE 24 - SOCIAL SECURITY. O.A.S.I.**

The Town shall contribute to the O.A.S.I. or Social Security program for all employees.

**ARTICLE 25 - COURT TIME**

1. Any employee who is required to attend Court outside of his regular work shift on Fire Department business shall be compensated for actual time expended at the overtime rate with a three (3) hour minimum, whichever is greater. Checks received for witness fees or court fees shall be endorsed by the payee and turned over to the Town.
2. Any employee required to attend Court on Fire Department business during his/her work shift shall be granted leave of absence with pay to attend such proceedings.

**ARTICLE 26 - JURY DUTY**

Employees shall be granted a leave of absence with pay for any day that they are required to report for jury duty or jury service.

**ARTICLE 27 - INJURIES**

The Town shall provide Workers' Compensation coverage as required by the State's Workers' Compensation Act of 1992, (MRSA 39-A), as amended. Employees who are injured or receive a disability suffered in the performance of his/her duties and/or during an emergency response, shall receive a full weekly salary each week during which the said injury qualified for Workers' Compensation, or until they are placed on disability retirement, provided, however, that such member endorses over to the Town such weekly Workers' Compensation coverage or insurance benefits to cover the Town's loss. Said full weekly salary from the date of injury shall continue for a period allowable according to state law after a favorable decision for the employee by the Workers' Compensation Commission. Emergency response shall be from the time of dispatch and until returned to full service in quarters. Any time lost because of injuries received in the line of duty and covered by Workers' Compensation shall not be charged as sick leave.

**ARTICLE 28 - PRIVATE AUTOMOBILE USE**

When an employee is required by the Town to use his/her private automobile for fire or Town business, the employee shall be reimbursed a rate per mile equal to that outlined in the Town's Personnel Policies, plus tolls and storage charges. Mileage is not paid for response to the Station or an incident scene.

**ARTICLE 29 - INDEMNIFICATION**

The Town agrees to defend, indemnify and save harmless the firefighters from civil liability for accidental injury to third parties or their property arising out of or in course of the discharge of firefighters' official duties. This provision is subject to the limitations of the Maine Tort Claims Act.

### **ARTICLE 30 - SAVINGS CLAUSE**

1. If any provision of this Agreement shall be contrary to any law of the United States or the State of Maine, that provision shall be deemed invalid, such invalidity shall not affect the validity of the remaining provisions.
2. If any provision of this Agreement shall be contrary to any ordinance, rule or regulation of the Town of Lincoln, the language of the contract shall control.
3. If there is any change in the laws of the United States or the State of Maine which affects the terms and conditions of this contract, either party of this Agreement may request, by thirty (30) days' written notice, discussions concerning modifications or amendments to this Agreement related to said change in said laws. If the change in said law does not invalidate any provision of this Agreement, the parties shall not be required to modify or amend this contract.

### **ARTICLE 31 - ESSENTIAL QUALIFICATIONS**

Having a valid Maine driver's license is an essential qualification to this position and it is agreed that any employee may be at least suspended without pay, or even terminated, if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked, by the Maine Secretary of State, Department of Motor Vehicle and or any other legal entity of the State of Maine. No seniority time or benefits would accrue during a suspension. Restoration to service shall depend upon maintaining or obtaining the right to operate a motor vehicle in the State of Maine, prior disciplinary records, and insurability.

After July 1, 2020, all new hires will be required to have a CDL license or obtain one within 6 months of employment as a condition of employment.

In the event the Town of Lincoln pursues and pays for an employee hired before July 1, 2020 to attain their Commercial Drivers' License training, or any employee to obtain Emergency Medical Technical Basic level, the employee, once trained, shall maintain the license for which he/she has been trained and the qualification/license shall become a condition of employment.

Employees hired after January 1, 2018 will be required to hold a license at the Emergency Medical Technician Basic Level.

**ARTICLE 32 - AMBULANCES/EMS**As the Town will begin provision of EMS service in September, 2020, the parties have agreed to enter into an MOU regarding details surrounding the ramp up to full provision of EMS services.

### **ARTICLE 33-PROMOTION PROCESS**

Promotions shall be governed with the following process:

1. Job Opening shall be posted for at least two (2) weeks before applications are due.



2. Candidates shall undergo an oral board consisting of Public Safety Director or Department Chief, a Union Representative (not from Local 3038), and the Town Manager or his designee.
3. Participants of the oral board and interview shall give the Public Safety Director their input regarding the candidates. The Public Safety director shall have final say on the promotion, with approval of the Town Manager.

### **ARTICLE 34- TRAINING**

All FT personnel will be expected to attend paid department training sessions unless excused from doing so by the Director of Public Safety or Department Chief who will not unreasonably withhold approval of excused absences. The Education Officer will produce a schedule of trainings six (6) months in advance of any training. On-duty personnel will be required to attend. Off-duty personnel will be paid time and one half for time in attendance and participation.

### **ARTICLE 35 - LAYOFFS AND REDUCTION IN FORCE**

Section 1. In the event the Town determines it is necessary to layoff personnel in the Fire Department, employees shall be laid off according to seniority. The Town will notify the Union in writing at least ninety (90) days prior to the date of the proposed layoff in order for the Union to negotiate over the impact and/or implementation of the proposed layoffs, the number of positions and unit employees affected and description of any and all benefits the affected employees would be entitled too.

Section 2. All employees shall be given a sixty (60) calendar day written notice prior to layoff. In addition, laid-off employees shall be entitled to continue health and dental insurance benefits as set forth herein through the last day of the next full three (3) months following the effective date of layoff. Employees shall remain obligated to pay the employee's share of insurance premiums as set forth herein for the three month period.

Section 3. Laid-off employees shall be recalled in reverse order of layoff. The recall period shall be twelve (12) months from the effective date of the layoff. Notice of the recall be sent by certified mail, return receipt requested, the last known mailing address of the laid-off employee. It shall be the responsibility of the employee to provide the Town Manager with the employee's current mailing address. The employees shall have fourteen (14) calendar days from the first attempt by the post office to deliver the certified letter to inform the Town Manager, in writing, of his/her intent. No new employee shall be hired until all laid-off employees have been given ample opportunity to return to works.

Section 4. Laid off employees shall be given hiring preference for any other Town vacancies (upon employee's application if the Town determines the employee to be qualified) for one (1) year as of the date of the layoff.

Section 5. If an employee is laid-off, he/she shall be paid all accumulated leave and Compensatory Time one hundred percent (100) % in one lump sum as of the effective date of layoff. In the event a laid-off employee is reinstated with 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 36 - LABOR- MANAGEMENT PARTNERSHIP**

Section 1. The parties hereby agree to establish and maintain a "Labor Management Relationship" that will open a new era 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 Lincoln. 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.

Section 2. This Committee will provide a means for allowing the Town and 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 more 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:

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

Section 4. This Committee shall consist of two (2) Union Representatives and two (2) Managements Representative with each party selecting its own members, At its 1st Labor-Management Partnership Meeting, the committee shall establish and maintain the guidelines the committee will utilize to conduct it business.

### **ARTICLE 37 - DURATION**


This Agreement shall become effective when signed and shall continue in full force and effect until midnight, June 30, 2023.

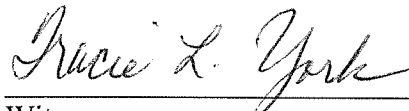
In the event that collective bargaining pursuant to M.R.S.A. Title 26 shall not have been successfully completed prior to the expiration date above herein provided, the parties hereto specifically agree that the present Agreement shall remain in full force and effect until a new Agreement shall have been successfully negotiated.

Fire Union Contract  
Local 3038

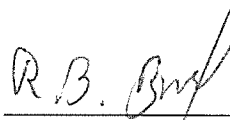
The parties hereto have hereunto caused their names to be subscribed by their duly authorized representatives this 12th day of August, 2020.

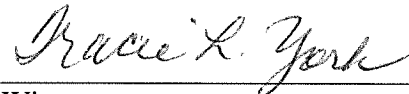
**FOR THE UNION:**

  
\_\_\_\_\_  
Hans Miller  
Union President Representative  
IAFF, AFL-CIO-CLC

  
\_\_\_\_\_  
Witness

**FOR THE TOWN:**

  
\_\_\_\_\_  
Richard B. Bronson,  
In his capacity as Town Manager  
Lincoln, Maine

  
\_\_\_\_\_  
Witness