

**Agreement Between
The City of Old Town
and**

Professional Firefighters of Old Town

**International Association of Firefighters,
AFL-CIO, Local 1655**

July 1, 2019– June 30, 2022

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Article 1 - Preamble

- 1.0. Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26, entitled Municipal Public Employees Labor Relations Law, this Agreement is made and entered into by and between the City of Old Town, Maine, and Local 1655.
- 1.1. In order to increase general efficiency in the City, and to promote the morale, equal rights, well-being and security of its employees, the City of Old Town, Maine, and the Union herein bind themselves in mutual agreement as follows:

Article 2 – General

- 2.0. The City of Old Town, Maine, by and through its municipal authorities, to wit: its City Council, its City Manager and its Chief Officers, shall hereinafter be referred to as the City, and the Old Town Firefighters, Local 1655, hereinafter shall be referred to as the Union.

Article 3 – Recognition

- 3.0. The City recognizes the Union as the sole exclusive bargaining agent for all uniformed employees of the Fire Department, except the Chief Officer, for the purpose of collective bargaining and entering into agreements on wages, salaries, hours and working conditions.
- 3.1. The Union recognizes that the City has the right to issue, through the City Charter, Article 5, Section 3, rules and regulations governing the selection for appointment, promotion, dismissal hearings, etc., for the Fire Department personnel.

Article 4 – Management Rights

- 4.0. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the City has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the City and direction of the working forces, including but not limited to the following:

To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of fire-related equipment.

To establish or continue policies, practices and procedures for the conduct of City business and, from time to time to change or abolish such policies, practices or procedures.

To discontinue processes or operations or to discontinue their performance by employees.

To select and to determine the number and types of employees required to perform the City's operation.

To prescribe and enforce reasonable rules and regulations for the maintenance and discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

To insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be performed.

4.1. The above rights and responsibilities are inherent in the City Council and the City Manager by virtue of statutory and charter provisions. The manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

Article 5 – Representation Fee and Check-Off

5.0. After sixty (60) days from the execution of the Contract or upon the expiration of an employee's probationary period, whichever occurs later, the Union may request, but may not require, all employees covered by this Contract and who are not members of the Union, to consent to pay a representation fee based upon their proportional share of the expenses of the Union incurred pursuant to its duty to represent all employees in this unit for purposes of collective bargaining. It shall be the Union's responsibility to determine the proportionate representation fee to be paid by those nonmembers who voluntarily consent to pay such a fee, and the Union shall indemnify the City and hold the City harmless against any and all claims, suits, or other liability regarding the determination, collection or enforcement of these representation fees including attorney's fees and costs.

5.1. It shall be the sole responsibility of the Union to collect its dues or representation fees from members and consenting nonmembers alike. Employees may elect to have their dues or representation fees deducted under Article 5. The payment of dues or representation fees shall not be considered a condition of employment, and the City shall have no obligation to take action against employees who may fail to pay their dues or representation fees.

5.2. The City agrees that, upon written authorization of any employee represented by the bargaining unit, it will make deductions from the wages of such employee of an amount authorized by the employee.

- 5.3. The obligation of the City for funds actually deducted under this Article terminates upon delivery of the deductions so made to the person authorized to receive such payments from the City. Neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City Treasurer within thirty (30) days after the date such deductions were or should have been made.
- 5.4. If an employee who is not a Union member and who has not consented to pay representation fees requests the Union to use the grievance procedure or arbitration procedure on the employee's behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.
- 5.5. In the event any employee subject to the provisions of this Agreement is the employee transferred to another position in the City which is not included in the bargaining unit, shall cancel such deduction at any time upon written notice to that effect to the City Treasurer.
- 5.6. An employee may within thirty (30) days prior to the expiration of this Agreement, notify the City, in writing, that the dues or representation fee deduction authorization is to be canceled upon the expiration of this Agreement.

Article 6 – Hours of Work

6.0. The work schedule shall consist of three (3) crews working an average of fifty-six (56) hours a week over a three-week period. The present work schedule shall be:

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
1	2	3	1	2	3	1
2	3	1	2	3	1	2
3	1	2	3	1	2	3

- 6.1. No change will take place without the mutual consent of the Union and the City; provided however that upon the request of the City this article shall be reopened for negotiation of the shift schedule.
- 6.2. The City and the Union agree that for purposes of overtime the department is operating under a three (3) week, 159 hour cycle pursuant to Section 7 (k) of the Fair Labor Standards Act.

Article 7 – Wages

7.0 During each year of this contract term there shall be a 6.0% increase in wages. The wage scale for this contract term is attached and part of this document. In addition to the 6% annual wage increase

the Paramedic and Advanced EMS and other stipends have been adjusted by an annual 6% increase and are also reflected in the wage schedule attachment.

- 7.1. Employees will be compensated in accordance with the wage schedule attached hereto as Schedule A. Captains and Lieutenant's will normally work 56 hours per week. However, upon one (1) weeks' notice the City may assign these officers to a five-day workweek (40 hours) for a maximum of five weeks annually unless the officer consents to additional time.
- 7.2. When and if a change in the applicable laws or regulations pertaining to the payment of overtime to firefighters occurs during the term of the Agreement, the Agreement may be reopened for negotiations upon request by either party to negotiate shift schedules and wages.

Article 8 – Overtime

8.0 Hours worked for Overtime Calculation Purposes – All hours worked and floating holiday and vacation hours taken shall be counted toward an employee's overtime eligibility. Sick time shall not be counted as hours worked toward overtime; provided however, that sick incentive days, as defined below in section 13.0.E shall be counted as time worked for overtime calculation purposes in the week when a sick incentive day is taken.

8.0.A Callback pay - An employee called back for ambulance call or general alarms or other calls will receive a minimum of four (4) hours pay at time and one-half (1½) for the first four (4) hours or fraction thereof and his or her regular hourly rate at time and one half (1 ½) thereafter, except that:

1. the four (4) hour minimum will not apply to holding over or annexed to the end of a shift, or
2. to the beginning of a shift if the call in is no longer than two (2) hours before and continues into the employee's shift, in which case the employee shall receive two (2) hours pay at time and one half (1½).

8.1. Overtime Coverage and Overtime List - Any overtime work which is not part of a tour of duty shall be distributed as equally as practicable to all bargaining unit members. The Chief Officer shall be responsible for maintaining an overtime list which shall contain the names of all members of the bargaining unit. Overtime shall be assigned in strict accordance with the overtime list, except as may be provided below. At the beginning of each year, the overtime list shall be cleared of all overtime hours so that each employee shall start with zero (0) hours overtime. In order to maintain two (2) qualified paramedics on duty at all times, the City may skip over all non-paramedics and assign the overtime to the next available paramedic on the overtime list.

8.1.A. For purpose of distributing overtime as equally as possible, a new employee will be placed on the list with the average overtime hours of other employees in the same classification.

8.2. Bargaining Unit Overtime

- 8.2.A. Unscheduled Absences.** The overtime list shall not govern the allocation of overtime created by an unscheduled absence of a bargaining unit member. An unscheduled absence means an occasion where the City is not made aware of the absence before 1900 hours of the day before the day when the employee is scheduled to work.
- 8.2.B.** If the City is not made aware of the employee's absence until 1900 hours or later, the work shall be first offered to the individual whom the absent employee was scheduled to relieve. If that individual refuses the overtime, the overtime shall be offered to all bargaining unit members in accordance with their standing on the overtime list. Additionally, the City is not obligated to offer overtime to the employee being relieved if by doing so the City would be required to call in a paramedic at overtime rates to ensure that two (2) paramedics will be on duty during the next shift. In this event, the City will offer the overtime to paramedics on the shift being relieved in accordance with their respective standing on the overtime list. If the City is made aware of the absence before 1900 hours of the prior day, the overtime available shall be distributed in accordance with Article 8.2.D below.
- 8.2.C. Call Back Coverage.** Overtime created by a call back shall be distributed to bargaining unit members in accordance with their standing on the overtime list, if practicable.
- 8.2.D. Scheduled Overtime.** In the event overtime is scheduled, the overtime shall be allocated as follows:

The overtime shall be offered to all bargaining unit members in accordance with their standing on the overtime list. In order to maintain two (2) qualified paramedics on duty at all times, in the event the overtime opportunity is created as the result of the absence of a paramedic, the City may skip over all non-paramedics and assign the overtime to the next available paramedic on the overtime list.

8.3. Limits on Availability of Overtime

- 8.3.A. New and Probationary Employees.** For purposes of distributing overtime as equally as possible, a new employee hired will be placed on the overtime list with the average number of overtime hours on the list. However, new employees will not be entitled to any overtime until the employee's training progress has been assessed and approved by staff officers.
- 8.3.B. Averaging of Hours.** When an employee is absent from work, either from injury, illness, workers' compensation or light duty, for a period of time exceeding thirty (30) calendar days, that employee will be removed from the overtime eligibility list.

When the employee returns to work full time, he/she shall once again be eligible to receive overtime. In order to distribute the overtime as fairly as possible, the City will average the number of hours of overtime that were worked by other employees during the same time period. These averaged hours will be added to those hours that were posted for that employee prior to his absence.

In the event an employee is suspended, ineligibility for overtime will begin from date of suspension and continue until he/she returns to work. The same formula will be used on averaging hours during suspension.

- 8.3.C. Limits to Working Overtime.** When overtime is available, each employee will be allowed one (1) twenty-four (24) hour overtime shift in a work week. If an employee has already worked one (1) twenty-four (24) hour overtime shift in a work week, the employee shall not be offered another twenty-four (24) hour overtime shift during that work week, until all other bargaining unit members are offered that shift. If that employee refuses another twenty-four hour overtime shift that week, the refused overtime will not be charged against the employee.

If an employee reports in sick, and the employee who was being relieved has already worked an overtime shift during that work week, that employee will not be offered the overtime unless all other bargaining unit members refuse the work. The refused overtime will not be charged against the employee.

If an employee has worked forty-eight (48) consecutive hours for any reason (swap, etc.) that employee will not be offered overtime. When at all possible, the City of Old Town will disapprove of any employee working more than forty-eight hours of consecutive time. If this should occur, that employee will not have the overtime hours charged against the employee.

If overtime is available and an employee is on leave (vacation, etc.), that employee will not be offered the overtime until all others have refused it. The employee will then be offered the overtime. Should he or she choose not to accept the overtime, it will not be charged against the employee.

8.4. Procedure for Calling Employees on the Overtime List

- 8.4.A.** Once the chief officer determines that an employee on the overtime list must be called, the employee(s) designated by the Union will administer the overtime list. The Union agrees that it shall designate two (2) employees per shift who shall be responsible for filling the overtime shifts. The manner by which overtime is filled by the Union designees or by the officer in charge, in the event the Union designees are unavailable, is not subject to the grievance and arbitration provisions in Article 8.

- 8.5. Charging Overtime Based on Refusal to Work** - Except as expressly provided above, if an employee is offered overtime and does not work the overtime, the employee will be charged as if the overtime had been worked.

Article 9 – Promotions

- 9.0. In the event a permanent vacancy occurs in the bargaining unit and the City decides to fill such vacancy, the City agrees that it will first consider the application of any qualified Fire Department employee that possesses the minimum qualifications for the vacant position being filled, as stated in the job description. The promotional process may involve a written exam, an oral board, an assessment exercise, a review of the applicant's personnel file, or some combination of these elements. Prior to scheduling a promotional process the Chief Officer will establish the complete process, a pass/fail score and the total points or weight for each part of the process.

Article 10 - Seniority and Layoffs

- 10.0. Seniority with the Old Town Fire Department shall commence from the last date of hire to the present. If two (2) or more employees have the same length of service, the order in which they reported for work shall determine seniority. The City shall provide a Service List to the Union president by January 15th of each year that includes duration of service to the Fire Department and current license level achieved. In the event of either layoffs or recall to duty following such layoffs, seniority within the Department by job classification shall be given the senior employee who is qualified to perform the available work.
- 10.1. In the event of layoff, an employee who had successfully completed the probationary period set forth in Article 20 of this Contract at the time of layoff shall retain his seniority rights to recall for a period of fifteen months after the date of layoff.
- 10.2. For the purposes of this section, the job classifications shall be as follows: Captains, Lieutenants, Firefighter-Paramedic, Firefighter-EMT-Advanced, Firefighter-EMT-Basic.
- 10.3. Time in service as an Old Town Firefighter shall not be the governing factor in the selection of employees to be laid off. Employees affected by a reduction shall be given fourteen (14) calendar days' notice prior to the effective date of layoff. Employees on layoff may be recalled to their former position or a position of equal or lesser rank within the department if a vacancy occurs within fifteen (15) months of the date of layoff. Employees shall be recalled in the reverse order of layoff (last laid off shall be first recalled, if properly licensed and qualified); said employee shall return to work within fourteen (14) calendar days of recall notice.

Article 11 – Holidays and Floating Holidays

- 11.0.** Every employee shall receive on the last payday in November his or her holiday pay based upon 14 hours for each month he or she has been employed for more than 15 days. This payment will be in lieu of all holiday pay and time off, except as expressly provided below in this Article. The officer in charge may require employees to perform their regular duties on any holiday recognized by the City of Old Town. In addition, employees may take one (1) floating holiday (24 hours) once annually to be scheduled with the Chief Officer's approval. The floating holiday must be used in the calendar year or it is lost. In no event will the floating holiday be paid, if it is not taken.
- 11.1.** Any employee covered by this contract who works any holidays recognized by the City shall receive holiday working pay at time and one-half (1-1/2). Holiday working pay will commence at 2300 hours the day before the listed holiday, and cease at 2300 hours on the listed holiday.

Article 12 - Vacations

- 12.0.** With the exception of new employees during their first year of employment, vacation time is intended to be used in the year in which it is earned. Employees shall earn vacation in accordance with the following schedule.

Beginning With

Date of Hire	72 hours per year (earned at the rate of six hours per month)
Completion of two years of service	144 hours per year (earned at the rate of twelve hours per month)
Completion of six years of service	216 hours per year (earned at the rate of eighteen hours per month)
Completion of fourteen years of service	288 hours per year (earned at the rate of 24 hours per month)
Completion of twenty years of service	360 hours per year (earned at the rate of 30 hours per month)

- 12.1.** Employees shall receive their vacation pay prior to the start of their vacation, if the employee so wishes and advises the employer at least ten (10) days in advance, in writing.
- 12.2.** A member of the Union who leaves on approved vacation must return from said vacation assigned to the same crew as he had been assigned at the time his vacation began provided the crews are at full strength.

- 12.3. New employees shall be eligible to take earned vacation time after completing twelve (12) months' service and shall be allowed to carry over all accrued vacation earned during their first calendar year of service into the next calendar year.
- 12.4. Employees may accrue vacation time up to the maximum they are allowed to earn in one year per Article 12.0.
- 12.5. Vacation leave shall ordinarily be taken in 48 or 72 hour blocks but variations may be permitted by the Chief Officer for special reasons deemed to be adequate to justify this variance. The City and the Union agree that bargaining unit members may take vacation for one (1) full shift at a time and when doing so will be charged the same amount of vacation time against their accrued balance. Seniority within the various shifts shall apply in case of conflict insofar as scheduling is concerned. Vacations will be scheduled so as to meet the operating requirements of the city, and, insofar as possible, the preference of employees.
- 12.6. Vacation leave shall accrue from the date of appointment as a probationary employee.
- 12.7. The Chief Officer shall post the vacation list on September 1 and the Chief Officer shall post the final list as soon as possible, but no later than December 31. Once the vacation list is posted, each bargaining unit member shall, in accordance with seniority on that shift, have two (2) weeks to post his or her first two (2) weeks of vacation preference. Between December 1 and December 31, each bargaining unit member may post any additional weeks of vacation available to them. The City and Union agree that single shift vacation days may not be posted for the period January 1 through December 31 until after the final vacation list is posted on January 1.
- 12.8. Vacation time shall not continue to accrue to any employee on extended (four [4] consecutive weeks or more) absence. However, when absence is caused by an injury or illness occurring in the course of duty in the Old Town Fire Department, and for the period in which the employee received worker's compensation benefits, vacations will continue to accrue for a period not to exceed nine (9) months.
- 12.9. Notwithstanding any of the foregoing, any employee who resigns or retires from City service who gives proper notice to his/her department shall be paid up to but no more than his/her maximum allowed accrued vacation. Refer to Article 12.0 for applicable maximum dependent on years of service.

Article 13 - Sick Leave and Family and Medical Leave

- 13.0.A. Each firefighter shall be entitled to twenty-four (24) hours of paid sick leave per month commencing on the firefighter's last day of hire.
- 13.0.B. Unused sick leave may thereafter be accumulated from year to year up to a maximum of one thousand four hundred forty (1,440) hours. All accrued hours exceeding one

thousand four hundred forty (1,440) shall remain on the books unless used down to one thousand four hundred forty (1,440).

- 13.0.C.** Sick leave shall be charged against an employee only on working days, and the employee shall not be charged for sick leave during off-duty time.
- 13.0.D.** Sick leave shall be granted for: (1) inability to perform duties due to personal illness or injury; (2) when an employee has been exposed to a contagious disease that might jeopardize the health of others; or (3) for doctor's appointments. Employees absent for doctor's appointments shall inform the supervising officer on duty as early as possible of the absence.
- 13.0.E.** Employees who work any consecutive six-month period without using sick leave will be granted an additional 24 hours paid leave known as a sick incentive day (S.I.D.). Employees have 6 months from earned SID for use of this accumulated time.
- 13.0.F.** The incentive time is in addition to normal accumulation in accordance with Article 12 (Vacations) and not counted as vacation time accrued.
- 13.0.G.** An employee who resigns or retires from the City in good standing and who has given the City proper notice of his/her departure, shall be paid his/her unused sick pay as follows:

<u>Years of Service</u>	<u>Hours of Sick Pay</u>
20+	720
15-20	420
11-15	280
5-10	210
0-5	0

13.1. Duty to Call In

- 13.1.A.** An ill employee must personally call into the officer in charge to report that he or she will not be reporting to work his or her scheduled shift at least one hour before the beginning of the scheduled shift unless it is physically impossible to do so or if there is other good cause excusing the call. An employee who fails to call in accordance with this Article may be disciplined and the discipline may include the denial of paid sick leave for that day.
- 13.1.B.** A physician's certification form may be required when sick leave or disability extends more than two (2) regularly scheduled work shifts. Upon the request of the Chief Officer, and prior to the employee's return to work, the employee and attending physician shall complete and return a written certification signed by the physician attesting that the employee was ill during the period in question and is now fit to return to duty. Should the employee incur any reasonable cost

in obtaining a physician's certificate that is not covered by insurance, the City shall reimburse the employee for that reasonable cost.

13.2. Sick Leave Accrual During Absences

13.2.A. Sick leave shall not continue to accrue to an employee after an absence of four (4) or more consecutive weeks. However, when an absence is caused by an injury or illness occurring in the course of duty in the Old Town Fire Department, and for the period in which the employee receives worker's compensation benefits, sick leave will continue to accrue for a period not to exceed nine (9) months.

13.3. Household Illness

13.3.A. Sick leave shall also include, at the discretion of the Chief Officer, the attendance of each employee upon any member of their household whose illness requires the care and attendance of said employee. Such sick leave shall not exceed Ninety-Six (96) working hours with pay in any one (1) calendar year, nor more than ten (10) absences in a calendar year, whichever is less.

13.3.B. It is agreed that the only reason for sick leave is personal sickness. In case of family illness, the Chief Officer will be the sole authority in granting absence from work with leave.

13.3.C. Time taken for household illness shall be available only to the extent of available sick leave and shall be deducted from the balance available, in accordance with Article 13.3.A.

13.4. Death Benefit - In the event of an employee's death in the line of duty, one hundred percent (100%) of unused sick leave will be paid to his/her estate up to one thousand four hundred forty (1,440) hours.

13.6. Bills for Services

13.6.A. Preferred Provider - Bills for professional services by private medical or surgical specialists rendered to members injured on duty shall not be paid from City funds unless such services are provided by express order of the City's Preferred Provider, within the first ten (10) days of the onset of the injury or illness when such a preferred provider is designated by the City. This rule will not apply to necessary first aid or emergency services rendered in cases of injury in the line of duty.

13.6.B. Ambulance Service Should an employee become ill while on duty and require ambulance services, the City will not charge the employee for those ambulance services that are not otherwise covered by insurance.

- 13.7. **Withholding Sick Leave** - No provision of this Agreement is to be construed as preventing the Chief Officer from withholding sick leave for just cause from any employee.
- 13.8. **Personal Injuries** - All on-duty personal injuries shall be reported, in writing, to the officer in charge or the Chief Officer immediately. All off duty personal injuries shall also be immediately reported to the officer in charge or the Chief Officer if the employee will, as a result of the injury, miss his or her next scheduled shift.

13.9. **Family and Medical Leave Policy**

The City of Old Town provides Family Medical Leaves to eligible employees as mandated under the federal Family and Medical Leave Act as well as the Maine Family and Medical Leave Act. Please consult the City of Old Town Employee Handbook or the Chief Officer for more information.

Article 14 – Insurance

- 14.0. Employees Coverage: The City will pay 82% of the health insurance premiums and the employee will pay 18%. This will be the split regardless of an employee opting for single, married and spouse, or family.
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- 14.1. In addition to health insurance benefits, the City shall also pay the premiums for employee coverage for those employees who elect coverage for:

Coverage

Employee Life
Short Term Disability

(see insurance plan for coverage levels).

- 14.2. Employees of the Fire Department who are injured or receive a disability suffered in the performance of their duty, who have accrued sick time and elect to use it shall receive, in addition to Workers' Compensation benefits, additional sick pay from the City of Old Town, the total of which will constitute a full weekly salary from the date of injury. The employee will also continue to accrue sick leave, holidays and vacation time for the first nine (9) months from the date of injury and health insurance, at the same level of coverage that the employee had when injured, for twenty-four (24) months from the date of injury. Thereafter, the employee may assume the full cost of health insurance in accordance with COBRA.
- 14.3. Any time lost because of injuries received in the line of duty shall not be charged to sick leave unless the employee elects to use his or her accrued sick leave while his/her workers' compensation claim is pending and undecided or as provided in Article 14.2. Claims

payable to any employee through Workers' Compensation shall be paid to the employee, in accordance with the Maine Workers' Compensation Act.

Article 15 – Longevity

Longevity payment available to members of the Fire Department upon completion of 5, 10, 15, and 20 years shall be as set forth in the wage schedule attachment.

Article 16 – Rank

- 16.0.** Rank in the fire department will be Captains and Lieutenants. These officers can be assigned to manage any crew depending on staffing needs. At least one officer must be on duty. These officers can move freely between crews as shift supervisors. Captains always outrank Lieutenants regardless of scenario. When 2 officers of the same rank are on duty together the officer whose shift it is will be in charge. The Chief will determine who is in charge in circumstances not covered under this agreement.

Article 17– Substitution

- 17.0.** The right to substitute at any time shall be permitted but only by permission from the Chief Officer, *or designee*.

Article 18 - Grievance Procedure

- 18.0.** The purpose of the grievance procedure shall be to settle employment grievances on as low an administrative level as possible, so as to insure efficiency and maintain morale.

A grievance shall be considered to be a firefighter's complaint concerned with interpretation and application of fire department rules and regulations and alleged violations of any of the terms of this Agreement.

- 18.1.** Step I - An aggrieved firefighter or the Union shall present the signed grievance, in writing, to the Chief Officer within thirty (30) calendar days of the occurrence or of having knowledge of the matter grieved, whichever comes later. The grievance shall identify the specific section or sections of the contract and/or interpretation and application of fire department rules and regulations that are alleged to have been violated, and to specify the remedy sought. The Chief Officer will respond to the Union and the grievant, in writing, within seven (7) calendar days.
- 18.2.** Step II - If the answer of the Chief Officer does not satisfactorily adjust the grievance, the Union and/or the aggrieved employee shall, within fourteen (14) calendar days after receipt

of the answer of the Chief Officer, present the grievance to the City Manager. The City Manager shall respond in writing, within fourteen (14) calendar days after receipt of such grievance.

- 18.3. Step III - If the answer of the City Manager does not satisfactorily adjust the grievance, the Union may, within fourteen (14) calendar days, and by written notice to the City Manager, request arbitration.
- 18.4. The City and the Union will have seven (7) calendar days to mutually agree on an arbitrator. If the parties are unable to agree on an arbitrator, the Union will have an additional seven (7) calendar days to request the assignment of an arbitrator by the American Arbitration Association, in accordance with the Rules of said Association.
- 18.5. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator(s) shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- 18.6. Expenses for the services of the arbitrator and any related AAA administrative fees shall be borne equally by the City and the Union.
- 18.7. By mutual agreement the City and the Union may extend the time limits in any of the steps listed above. Any grievance, otherwise not presented by the aggrieved employee and/or the Union in accordance with the applicable time limits or other requirements in the steps listed above shall constitute a waiver of the grievance, and the grievance shall be considered settled according to the City's last response given.

Article 19 – Probationary Period

- 19.0. All new employees of the Old Town Fire Department shall be considered probationary employees until a one (1) year period of employment shall have been completed. All employees who have completed their probationary periods shall become regular employees. During the first six months of the probationary period of employment, an employee may be terminated for any reason whatsoever without due process or compliance with the terms of this Agreement. From the seventh month until the completion of probation an employee may be terminated without compliance with the terms of this Agreement but the employee will retain their Loudermill rights. No extensions of the probationary period will be allowed unless the City and Union agree in writing.

Article 20 – Outside Employment

- 20.0 Outside or part-time employment by members of the Union shall not be acceptable if any of the following conditions apply or develop:

- A. Where outside employment would involve the employees' appearance in a City uniform, involve the use of City equipment or in any manner be considered in conflict of interest with the employee's municipal position.
- B. Where secondary employment impairs the employee's ability to discharge properly and safely the duties and responsibilities of his municipal position.
- C. Where an employee might be considered to be using his municipal position as an influence on his secondary employment.
- D. Employee's shall not engage in outside employment which may in any way hinder the impartial performance of their public duties, or impair their efficiency to the public.

Article 21 - Performance Evaluation

21.0. The purposes of the employee performance review system shall be to assist the City employees and the City to achieve better, more effective and efficient performance through periodic oral and written evaluations and discussions between employees and their supervisors.

21.1. Frequency of Performance Evaluation Review - An employee performance evaluation system shall provide for the written reviews as follows:

Regular employees – The work of classified employees of the City holding regular appointments shall be reviewed in writing annually and a formal record made of the review. More frequent written reviews may be performed where requested by the employee or where warranted for performance reasons.

Probationary Employees – The work of classified employees in the City holding probationary appointments shall be reviewed in writing on the fourth and eighth month anniversary of hire and at least fifteen days prior to the completion of the probationary period and a formal record made of the review.

21.2. The City and the Union agree to work together over the life of the contract to revise the process and form used for performance evaluations. The goal is to develop an evaluation process that is mutually agreeable to the City and Union.

Article 22 – Compensatory Time

22.0. Notwithstanding any provision of this Agreement, overtime pay may be compensated at the request of the employee, by compensatory time off, computed in the same manner as financial compensation would otherwise have been computed. A request for this method of

compensation shall be made to the Chief Officer, and said request to the Chief Officer must be submitted, in writing, the day the overtime occurred. Such compensatory time off shall be scheduled by the Chief Officer subject to the requirements of the department for a full complement of firefighters and shall only be approved for a requesting employee where there is a full crew scheduled no more than 30 calendar days prior to the shift when compensatory time off is to be taken. Compensatory time off may not be taken with vacation time. Accrual of compensatory time off is not limited, subject however to approval by the Chief Officer, and subject to carryover limits in Section 22.1, below.

- 22.1. All other rules governing regarding compensatory time off in lieu of time and one-half pay for overtime shall be governed by the City of Old Town Employee Handbook and applicable law. A maximum of 56 hours of compensatory time (one week's worth) may be carried year to year with approval from the Public Safety Director and City Manager. If compensatory time exceeds the 56 hours, entering a new fiscal year, the City shall pay the accumulated compensatory time at the current fiscal year pay rate, to reduce the hours to a total of 56.

Article 23 - Training

23.0. Required Training

- 23.0.A. Any member of the Fire Department who attends a required training session outside of scheduled shift shall be paid at the rate of time and one-half (1-1/2) for all required training time. For purposes of this article, "required training" means that training required, as a condition of employment, by the Chief Officer or the City. All required training will be posted at least forty-five (45) calendar days in advance by the Chief Officer. Variances in attendance may be granted by the Chief in special circumstances provided options to remain in compliance with mandated training are met. "Required Training" for purposes of this article shall not mean EMS training described in Article 23.1 below or other training required by state law.
- 23.0.B. The City agrees to provide the necessary course books for attendance at required training courses and said books are to be available in the fire station library.
- 23.0.C. The City will provide coverage for employees who must attend courses for required training while on their regularly scheduled shift, provided that (1) the employee must return to duty after class; and (2) the City's coverage requirement is strictly limited to required training.

23.1 EMS Training

- 23.1.A. The City requires that all its firefighters and lieutenants hired after July 1, 2016, hold at a minimum a current basic EMS licenses. Within five (5) years of hiring date the city and union agree that those employees hired after 7-1-2016 must become certified and licensed Paramedics.

23.1.B. Those employees already holding valid basic, intermediate or paramedic EMT licenses, and who must be recertified, will do so in timely manner so as to retain their current level of licensure without lapse. The Chief Officer may temporarily waive the requirement for extenuating circumstances. The City will provide employees with sufficient EMS refresher training through its continuing education hours (“CEH”) program during regular working hours to allow employees to be recertified. Only in the event the City does not provide sufficient EMT refresher training to allow an employee to obtain his or her recertification, or in other cases where good cause is shown, will the City pay the cost of tuition and provide books for outside recertification courses and for mandatory quality assurance sessions. The City will also consider as hours worked, off-duty time spent by employees attending EMS refresher courses and quality assurance sessions only if the employee cannot obtain recertification through the CEH program. It shall be the responsibility of an employee claiming “hours worked” to submit a written request showing the date, time spent and purpose of the claim.

Article 24 - Duties

- 24.0.** The general duties of all the members of the Old Town Fire Department shall be simple maintenance such as painting, cleaning, sweeping, minor repairs in the building and on the grounds, and simple minor maintenance on the equipment. All members of the Old Town Fire Department having custody of equipment shall see that it is properly cared for, kept clean and returned to its place of storage.
- 24.1.** The City agrees that no employee shall be assigned to duties presently performed by other departments.
- 24.2.** The duties of Fire Department personnel in addition to the general duties listed above, shall be: the prevention, control and the extinguishment of fires, response to all types of medical emergencies, including but not limited to the care and transportation of the sick and injured and the rescue of fire, crime or accident victims or firefighters or law enforcement personnel injured in the performance of their duties, and all other incidental emergency response duties such as those relating to hazardous materials incidents, natural or man-made disasters.
- 24.3.** The distinction between the ambulance and fire divisions within the Fire Department is abolished. Personnel shall be assigned in accordance with the needs and requirements of the Department except as provided below. Personnel hired before 1 June 1998 will be assigned primarily to either the lead ambulance or fire suppression vehicles, in accordance with the previous placement within divisions. Personnel can be moved voluntarily or transferred voluntarily. The parties agree that when the need for paramedic coverage on both ambulances makes a personnel move necessary, the officer in charge may move personnel involuntarily and is not

required to go to the overtime list before making the move among the on-duty personnel.

- 24.4** For the purposes of training, the City shall have the right to move personnel around for scheduled cross training. The cross training sessions for any employee shall not occur more than twice a month and shall not, in total, exceed more than eight hours a month.

Article 25 – Bereavement Leave

25.0.

25.0.1 In the event of death in the immediate family of an employee, the employee shall be granted up to two (2) shifts' leave of absence with full pay to make household adjustments and to attend funeral services. One of the two paid days must be the day of the funeral.

25.0.2. For purposes of this policy, immediate family is defined to include spouses, domestic partners, parents, grandparents, children, grandchildren, brothers, sisters, brothers and sisters-in-laws, father and mother-in-laws, step-daughters, step-sons, step-sisters, sons and daughters-in-law, and individuals residing with an employee.

Article 26 – Clothing

26.0. Each member of the department shall be reimbursed from the account for the replacement of personal clothing and effects damaged in the performance of duty, as determined by the Chief Officer.

26.1 All uniforms and equipment shall be turned into the department upon separation of service.

26.2. The City will clean the dress uniforms for all members of the department.

26.3. The City shall provide for every employee at a minimum upon hire the following:

- 1 Pair each of Summer and Winter boots
- 1 Pair of Coveralls
- 3 Pairs of Trousers
- 1 Summer and 1 Winter Class "B" Uniform Shirt
- 6 Shirts to consist of Polo or T Shirt style.
- 1 Job Shirt

The uniform items should be in good serviceable condition and shall be replaced or augmented as needed.

26.4. The City will replace or repair uniforms and turnout gear when necessary, as determined by the Chief Officer.

26.5 The City shall purchase FR pants or 100% cotton; members will also be able to select from 2 other styles of pants to be determined by Chief and Union Representative responsible for ordering clothing. Polo shirts and T-Shirts will also

be available if agreed on by the Chief and Union Representative that are not 100% cotton.

- 26.6. The City shall provide two (2) “shirt badges,” collar brass and a name plate for each member of the Fire Department as soon after their date of hire as possible.
- 26.7. Except as otherwise provided in this article, any uniform, protective clothing or protective device furnished by the City shall be the maintenance responsibility of the employee.

Article 27 – Performing Union Duties

- 27.0. All employees covered by this Agreement who are officers of the Union shall be allowed time off for official Union business with the City with pay upon appointment with the City Manager and without the requirement to make up said time, if there is sufficient manpower available as determined by the Chief Officer and as long as it does not involve the hiring of additional personnel. The four (4) officers of the Union shall be allowed time during regular working hours to investigate grievances or attend to other bargaining agent responsibilities provided it does not interfere with the operation of the department. In no case shall such time exceed a total of two (2) hours per week per officer.
- 27.1. The Union shall supply the Chief Officer with a list of the Union officials. In no case shall more than two (2) on-duty firefighters make up the bargaining committee. The City agrees to allow one (1) on-duty bargaining committee member to attend contract negotiations without loss of pay.

Article 28-Absence Without Leave

- 28.0. Any employee who is absent from work for two (2) consecutive days without notifying the department head or his designee of the reason for such absence shall be considered to have quit the City service and shall be removed from the City payroll as of the end of the second consecutive workday.

Article 29 – General Provisions

- 29.0. **Relationship** The Union shall be ever mindful of its “No Strike” obligation and the individual members of the Union are to regard themselves as municipal firefighters and as such they are to be governed by the highest ideals of honor and integrity. The City agrees that no firefighter shall in any manner be discriminated against or coerced, restrained or influenced on account of membership in Local 1655 or by reason of his holding office therein.

- 29.1. City Bulletin Boards** It is agreed that the Union may use the Fire Department bulletin boards for the purpose of posting Union notices, provided that such notices shall be clearly identified as Union notices.
- 29.2. Usage of Firefighters' Assembly Hall** The City shall let the Union use the firefighters' assembly hall as a meeting room.
- 29.3. Safety and Health**
- 29.3.A.** The City and the Union shall cooperate in matters of safety, health and sanitation affecting the employees. The City shall furnish turnout equipment including coats, gloves, fire helmets, boots and air masks and all other safety equipment, which shall be worn as required, by the employees on duty.
- 29.3.B.** The City agrees to make reasonable provisions for safe Fire Department premises as required by state and federal safety laws, regulations and rules. Employees shall be responsible for prompt reporting of unsafe conditions. Employees shall cooperate with the City in keeping the Fire Department premises safe and clean. Employees must follow all safety rules, regulations, practices and guidelines instituted by the Chief Officer or by the City.
-
- 29.3.C.** The officer on duty shall be responsible for providing a continuous training program to insure that all members of the Fire Department are trained in the proper maintenance and use of Fire Department facilities, equipment and apparatus.
- 29.3.D.** The Union agrees that compliance with state and federal safety and health laws, rules and regulations shall not be subject to the grievance and arbitration provisions of the Agreement.
- 29.3.E.** The Union may select one of its members to accompany a government safety inspector during a physical inspection of the Fire Department premises. The Union member shall not lose any privilege or compensation during or because of his attendance in any such inspection.
- 29.3.F.** Any citation issued to the City regarding the Fire Department premises shall be posted at or near each place where a violation referred to in the citation occurred or existed.
- 29.4. Safety – General Duty** It shall be the duty of all members of the Old Town Fire Department to report immediately any potential safety issue to the officer in charge or the Chief Officer.

- 29.5. Driver's License** If a member of the Union loses a motor vehicle operator's license because of a motor vehicle violation, the employee shall be suspended from the Department. If this employee, however, is suspended and found to be innocent of the charges the employee shall be fully reimbursed for the period of suspension and shall be returned to the position held before the suspension.
- 29.6.A.** If an employee of the Fire Department loses insurability with the City, the employee may retain the employee's position if the employee can provide proof of insurance and hold the community harmless.
- 29.6. Labor Requirements** In justice and fairness to the City and taxpayers, all employees shall be required to report to work on time, be ready for duty and shall not leave the job early unless properly relieved by the employee's relief, shall be prompt in reporting to their assigned duties, and any violation of this section shall be just cause for disciplinary action.
- 29.7. Labor Requirements** The uniformed personnel when reporting for duty shall be clean, clothes neat and well-pressed, shoes shined, hair neat and be clean shaven with the exception of well-groomed mustaches. The Chief Officer, or supervisor-in-charge shall inspect all firefighters prior to the commencement of their shift. Any firefighter in violation shall be relieved of his duties, without pay, until the violations are corrected.
-
- 29.8. Physical Fitness Program** The City and the Union have agreed to institute a physical fitness program for all employees. Participation in this program shall be mandatory, but not subject to disciplinary action. The amount of time devoted to physical fitness each day under this program shall be a maximum of one-half (1/2) hour and shall occur within the normal working period of employees. Once a year, bargaining unit members shall undergo fitness testing to measure strength, cardiovascular health and fitness, flexibility and body fat. Each bargaining unit member shall be provided with a final assessment and plan of action at the conclusion of this testing. Bargaining unit members shall not be subject to discipline or discharge as a result of the fitness testing. If the fitness testing raises questions about the employee's ability to perform the essential job functions with or without a reasonable accommodation or questions about whether the employee poses a direct threat to his/her own health or safety or the health or safety of others, the employee may be referred to a health care provider by the City for a comprehensive medical exam at the City's expense.
- 29.9A Fitness Membership** The City will reimburse each employee for cost of a gym or fitness membership up to \$500 per year.
- 29.10. Physical Examination** The City and Union agree that all employees must remain compliant with Bureau of Labor Standards annual physical requirements. The city will either provide these annual physicals at an occupational health facility of the cities choosing or allow the employee to choose their own physician (if allowed and compliant) with BLS guidelines. Physical performed by the employees own physician showing fit for duty may require a co-pay. This co-pay will be reimbursed by the city for these annual fit for duty evaluations.

29.11.A. Courtroom Appearance Employees subpoenaed to appear in City of Old Town-related criminal and civil matters on behalf of the City or State during off-duty time, shall be entitled to retain witness fees paid to them. It shall be the responsibility of the employee subpoenaed to obtain the witness fees from the district attorney's office or the sheriff. After attending court for three (3) hours in a day in such matters, an employee shall be paid at the employee's regular straight time hourly rate for court attendance beyond three (3) hours.

29.11.B. In federal court matters, an employee shall not be entitled to any hourly reimbursement, but shall retain any witness fees.

29.12. Jury Duty An employee shall be granted a leave of absence anytime required to report for jury duty. The employee shall be paid the difference between jury duty compensation and regular wages for each week of jury service. An employee released from jury duty for any day with one (1) hour or more left in the employee's regularly scheduled work day, shall report for work within a reasonable period of time after being released. Failure to report for work as required by this paragraph shall be grounds for disciplinary action.

29.13. Disciplinary Procedure All suspensions and discharges shall be for just causes (including, but not limited to, violations of any rule adopted as provided in the Agreement). When discharge is being considered, an employee may be suspended with or without pay from work pending investigation. Before being discharged, the City Manager shall conduct a pre-termination hearing to afford due process to the affected employee in accordance with the following procedures:

1. The employee shall be given 72 hours advance written notice of the hearing, written notice of the charges against him or her, a summary of the evidence and the level of discipline contemplated by the City.
2. At the hearing the employee shall have the opportunity to present his/her side, and may be represented by a Union representative or an attorney at his or her own expense.
3. If discharged, or otherwise disciplined, the employee will receive a written statement of the reasons.

29.14 Current Address & Communications Number By January 31 of each year, each employee shall provide the City with the employee's mailing address, pager or telephone number and address where each employee resides.

Article 30 – Retirement/ICMA

- 30.0.** In addition to Social Security all eligible employees shall have the option of participation in either the City's I.R.S. Code 457 plan managed by the International City Managers' Association's Retirement Corporation or the Maine State Retirement System. Employees choosing the 457 plan will have their contribution from a minimum of one percent (1%) up to a maximum of six and one half percent (6 1/2%) matched by the City. Those choosing the Maine State Retirement System plan will now be enrolled in the 3N special plan and must contribute the percentage of their earnings (through payroll deduction) as stated in MSRS rules. The City will contribute their match percentage required by the Maine State Retirement System. In no case will the City be required to contribute to both plans for an individual.

Article 31 – Savings and Separability

- 31.0.** If any provision of this agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions. Either party may request that the other meet and negotiate a replacement clause within thirty (30) days of the declaration of invalidity of such clause.

Article 32 – City of Old Town Fire Department Drug and Alcohol Prevention Policy

- 32.0.** The City of Old Town and Old Town Fire Fighters Association Local 1655, IAFF, recognize that illegal drug use and the use of alcohol on duty or in close proximity to working hours poses a serious threat to the public safety and welfare, the safety, welfare and health of all department personnel and the integrity and reputation of the fire department and all of its employees. The Old Town Fire Department and the Union jointly agree to have zero tolerance for: (1) the use of illegal drugs or unauthorized prescription drugs by any bargaining unit member, and (2) the on-duty use of alcohol or any other intoxicant by any bargaining unit member.
- 32.1.** The possession or use of illegal or unauthorized drugs or the use of alcohol or any other intoxicant on City property by any bargaining unit member is not permitted.
- 32.2.** No employee shall use alcohol within two (2) hours of reporting for scheduled duty. An employee who has consumed alcohol within two (2) hours of receiving a call to respond to an emergency, to replace another employee, or to report for duty in any other circumstance shall decline to report to duty if he or she is impaired.
- 32.3.** Should state or federal law change so as to require the testing of applicants or employees covered by this Agreement for the use of drugs or alcohol, the parties shall reopen this article for negotiation to ensure compliance with the state or federal mandate.

Article 33 – Termination

This Agreement shall be effective upon signing, except for those portions of the Agreement which are specifically retroactive, and shall remain in full force and effect until 30th day of June, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. The signing of this Agreement constitutes the necessary one hundred and twenty (120) day notice. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations until a successor agreement is reached or a bona fide impasse exists after interest arbitration.

IN WITNESS WHEREOF, the parties have set their hands this 11 day of July, 2019.

CITY OF OLD TOWN

By: William J. Mayo
William J. Mayo, City Manager

7/11/19
Date

**OLD TOWN FIREFIGHTERS ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO, LOCAL 1655**

By: Gene Levitt
Title President

7/9/2019
Date

By: _____
Title

Date

WORK RATES (HOURLY)

		July 1, 2019 - June 30, 2020			July 1, 2020 - June 30, 2021			July 1, 2022-June 30, 2022		
			6.0%			6.0%			6.0%	
Firefighter										
		1	13.44		1	14.25		1	15.10	
		2	13.78		2	14.61		2	15.48	
		3	14.14		3	14.99		3	15.89	
		4	14.45		4	15.31		4	16.23	
		5	14.76		5	15.64		5	16.58	
		6	15.09		6	16.00		6	16.96	
		7	15.44		7	16.37		7	17.35	
		8	15.78		8	16.73		8	17.73	
		10	16.10		10	17.07		10	18.09	
		15	16.74		15	17.74		15	18.80	
		20	17.38		20	18.42		20	19.52	
LT.			17.79			18.85			19.98	
CAPTAIN		1	18.08		1	19.16		1	20.31	
		2	18.37		2	19.47		2	20.64	
		3	18.66		3	19.77		3	20.96	
Hourly Stipends										
EMT-A		EMT-A	0.68	30	EMT-A	0.73		EMT-A	0.77	
Paramedic		EMT-P	1.43	60	EMT-P	1.51		EMT-P	1.60	
Fire Science Associates		30HR FS	0.60	30	30HR	0.64		30HR	0.67	
		FS DEGREE	0.80	40	FS	0.85		FS	0.90	

Longevity 0.02 cents completion of 5 years
 Longevity 0.13 cents completion of 10 years
 Longevity 0.19 cents completion of 15 years
 Longevity 0.28 cents completion of 20 years

