

COLLECTIVE BARGAINING AGREEMENT



**BETWEEN
TOWN OF BUXTON
AND**



**BUXTON PROFESSIONAL FIREFIGHTERS ASSOCIATION
International Association of Firefighters
Firefighters and Paramedics**

JULY 1, 2019 through JUNE 30, 2022

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ARTICLE 1: PREAMBLE

Pursuant to the provisions of Chapter 9-A, revised Statutes of Maine, Title 26, as enacted by the Maine legislature in 1969 and Amended, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law," this agreement is made and entered into by and between the Town of Buxton, herein after referred to as the "Town" and the Buxton Professional Fire Fighters, [BPFA] IAFF Local 5215, herein after known referred to as the "Union."

ARTICLE 2: UNIT RECOGNITION

The Town recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, grievance/arbitration issues, and working conditions of all full-time Firefighters who are licensed as paramedics and/or Advanced EMT, including lieutenants and captains, and who are employed by the Town of Buxton under Article 12 for more than six [6] months and not excluded from the unit as seasonal, temporary, on-call, per diem, administrative, chief or Assistant/deputy chief.

ARTICLE 3: EMPLOYEE RIGHTS & RESPONSIBILITIES

Section 1: Employees covered by this Agreement shall have the right to join, or refrain from joining, the Union.

Section 2: Full-time employee shall mean a public employee as defined in Title 26, M.R.S.A. §962 and someone who is included in the bargaining unit and is scheduled to work an average of forty-two [42] hours per week on a regular shift. All persons within this Unit who have worked in the unit at least six [6] months shall be considered regular, full-time employees and shall be subject to the provisions of this Agreement.

Section 3: The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

Section 4: Any employee shall have the right request to be represented or accompanied by the Union Steward or other Union representative when appearing before the Fire Chief at a meeting, when disciplinary action is likely to result. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, the employee shall comply with the rules and then initiate a grievance if he/she feels it is necessary.

Section 5: Union members of the Buxton Fire & Rescue Department shall have the right to live outside the town limits. There will be no requirements made on the employee's place of residence by mileage, response time, or travel time. It shall be the member's responsibility to report to duty at the scheduled time irrespective of the weather, road, or mechanical failure conditions.

Section 6: All employees are required to maintain their active Maine/National EMS license [Paramedic or Advanced, whichever was required for the position for which they were hired] at all times in order to maintain their employment in the position for which they were hired. All employees shall meet or exceed the training requirements of the Town for fire, emergency medical services, hazardous materials and driver's operators that pertain to their position.

Section 7: All employees who complete the probationary period shall be known as regular employees; and effective as of the date of this Agreement, the probationary period shall be considered part of the seniority time, provided, however, the Town shall have the right to terminate without compliance with the terms of this Agreement the employment of such new employees within the probationary period. The Town shall comply with the law and laws effecting this class of employee and he/she shall have the right to use the grievance procedure as defined within the Agreement.

ARTICLE 4: UNION RIGHTS AND RESPONSIBILITIES

Section 1: The Union is entitled to negotiate collective bargaining agreements covering all employees in the Unit. The Union is responsible for representing the interests of all employees in the Unit

Section 2: The Union shall be given the opportunity to have a representative at any examination of an employee of the unit by a representative of the Town in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action against the employee and the employee requests union representation.

Section 3: The Town agrees to recognize the elected officers of the Union and any persons appointed to a position of responsibility as duly designated officials of the Union. The Union agrees to submit to the Town a list of officers/appointments on March 1st of each year and to update the names as changes occur [within 60-days after changes made].

Section 4: The Union shall be allowed to install a bulletin board in a conspicuous place approved by the Fire Chief within the fire station for the purpose on communicating official union business to the unit. Approval by the Fire Chief shall not be unreasonably denied.

Section 5: With the permission of the Fire Chief, the Union may continue to conduct its business, including the conduct of Union meetings, at any Town fire station, provided that the activity has been scheduled in advance using the Town's scheduling system. The entire on-duty crew will be allowed to attend. The conduct of Union business shall not interfere with normal activities of the Department or the Town and any employee attending a Union meeting while on duty will remain on duty. Employees will be paid for time spent on Union matters only when they are participating in a grievance meeting or negotiation meeting that is mutually scheduled during their scheduled work shift and their Union duties will not interfere with, or otherwise occur during, the work shifts.

Section 6: The Union agrees that the Union, its officers and members will not engage in strikes, slowdowns, or work stoppages. Such activities engaged in by unit employees may be just cause for dismissal.

Section 7: Union Dues Deduction: The Town agrees to deduct Union dues and other voluntary contributions from the paycheck of any BPFA employee who submits a signed authorization form. Said deductions shall be remitted to the BPFA treasurer with a list of contributors on or before the 15th day of the following month and every month thereafter.

- a. The Union agrees to promptly refund to the Town any union dues amounts that are paid in error upon presentation of proper documentation thereof.
- b. The Union shall indemnify, defend and hold the Town harmless against any and all claims, demands or grievances by any bargaining unit member or his/her personal representatives as a result of paycheck deductions by the Town in reliance upon payroll deduction authorizations submitted by the Union to the Town and any other action taken by the Town pursuant to the collection and transfer of dues money.

ARTICLE 5: MANAGEMENT'S RIGHTS

Section 1: Except as otherwise specifically provided in this Agreement, or otherwise mutually agreed to in writing by the parties, IAFF Local 5215 recognizes the Town's exclusive rights to manage, direct and supervise the operations of the Buxton Fire-Rescue Department and all of its employees, provided that the Town may not modify any term or condition of employment contained in this Agreement without the written consent of the Union. By way of example, such rights include, but are not limited to, dispatching functions and activities; the right to hire, promote, suspend or discharge for just cause, lay off, and recall employees and to maintain discipline and efficiency; the right to determine and implement all matters pertaining to the services to be furnished, including the methods, procedures, means, equipment and machines required to provide such services; the right to determine the composition and number of facilities and departments to be operated and their locations; the right to eliminate work or services; the right to establish, change, combine or discontinue classifications and the numbers of personnel required; the right to assign work to the employees within their classifications; the right to direct and control operations; the right to discontinue, combine or reorganize any services or any part of all of the operations; the right to direct the work force; the right to assign work in a reasonable manner in the interests of efficiency of operations and to determine the number of employees assigned to operations; the right to study and use improved methods and equipment, machinery or processes, to change or eliminate existing equipment and institute technological changes, to decide on materials, supplies and equipment to be purchased; the right to construct new facilities or improve existing facilities; the right to determine the number, location and type of facilities and installations; the right to determine the size of the work force and increase or decrease its size; the right to schedule hours of work and shifts; the right to permit employees not included in the bargaining unit to perform bargaining unit work; the right to determine lunch, rest periods, and clean-up times, the starting and quitting times, and number of hours to be worked; the right to establish work schedules; the right to select employees for promotion or transfer to supervisory or other positions and to

determine the qualifications and competency of employees to perform available work, including the right to evaluate employees and applicants and to require that they pass physical fitness tests; the right to prohibit the use of tobacco, alcohol or other substances on duty or on/in Town property, and in all respects to carry out the ordinary and customary functions of management

Section 2: In the event this Agreement is silent on any terms and conditions regarding Unit employees, the Town shall have the right to make any and all management decisions as it deems reasonable, however, the Town shall notify the Union in writing of any impending/proposed changes to working conditions at least 10 calendar days prior to the implementation date of the proposed change. The parties will attempt to address the proposed changes through the Labor-Management Committee (LMC) as outlined in Article 6 of this Agreement. However, should the LMC be unable resolve the concerns relating to the proposed changes, then the Union shall have ten (10) calendar days to notify the Town of its intent to negotiate the proposed changes pursuant to Title 26 and this Agreement.

Section 3: Once the Town notifies the Union in writing of a new or revised change to working conditions, the parties will schedule a LMC meeting pursuant to Article 6 of this Agreement for the purposes of attempting to address any and all changes to personnel policies, practices and matters affecting working conditions and its impact on the bargaining unit. However, should the LMC be unable resolve the concerns relating to any proposed changes, then the Union shall have ten (10) calendar days from the date of adjournment of their LMC meeting to notify the Town in writing of its intent to negotiate the proposed changes pursuant to Title 26 and this Agreement.

Section 4: The Town shall have the exclusive right to hire or promote whomever it deems to be the person most qualified and likely to succeed in the position to be filled. During the hiring process of any unit employee covered under Article 2, Unit Recognition, one [1] member of the Unit shall sit on the initial oral interview board [if available] to make recommendations on the best suited candidate for hire.

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

ARTICLE 6: LABOR-MANAGEMENT PARTNERSHIP

Section 1: The Parties agree to maintain a labor management relationship where the Town, the Union, and all Fire Department employees shall work together to maintain 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 Buxton. Furthermore, the parties agree to implement this relationship with a firm commitment to avoid an adversarial relationship and work together towards maintaining a quality labor-management relationship that fosters mutually beneficial outcomes.

Section 2: The Parties agree to form a Labor Management Committee (LMC). The LMC shall be comprised of the Fire-Rescue Chief, Assistant Chief, Union Local President, and up to one other

bargaining unit member. Members of the LMC may invite their professional representatives to attend any meeting of the LMC.

Section 3: To support and further this goal, the parties will meet as necessary at a mutually agreed upon date/time and location for the purpose of providing a means for allowing the Town and the Union to identify and/or raise problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these issues/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. It is not intended to re-negotiate an approved labor contract during LMC meetings.

Section 4: Matters subject to the grievance procedure contained in this Agreement shall be appropriate items for consideration by the LMC, but submission of a matter to the LMC shall not affect the right to grieve the matter.

Section 5: No member of the Union will be compensated for time spent, off duty, to attend LMC Meetings. Members attending LMC Meetings while on duty must remain available to respond to emergency and non-emergency calls for service.

ARTICLE 7: CLOTHING ALLOWANCE

Section 1: The Town will continue to provide unit employees with the basic clothing and uniform items as provided in the Town's policy and set forth below. These items will be of equivalent or better quality as the brands or models listed. The Town will replace any and all damaged, worn, non-fitting items on an "as needed" basis as provided in the Buxton Fire-Rescue policy titled Uniform Standard. Requests for replacements shall be made through the Fire Chief and shall not be unreasonably denied. All items will be replaced if damaged while on duty in the performance of work related assignments/tasks at the expense of the Employer. Prior to requesting the replacement of damaged, worn, or non-fitting uniform items, those items must be turned into the Fire-Rescue Chief for inspection. Uniforms shall only be worn in places and at times which bear a reasonable relationship to the performance of official duties.

Section 2: The parties agree that unit employees may wear a navy, red or black fleece jacket with the BFR embroidered logo or department patch on the left breast and the first name embroidered on the right chest at his/her own expense. The Union shall be allowed to display their IAFF patch on their coat/shirt with the Fire Chief's approval. This item shall not be maintained by the Employer.

Section 3: Unit employees shall dress professionally at all times while representing the Town in any capacity. Accordingly, all gear and clothing, whether Town owned or personal, shall conform to the highest possible standards as may be determined by the Fire Chief.

Section 4: All clothing and uniforms purchased and/or provided for an employee shall remain the property of the Town. All such items provided to employees by the Town shall be returned to the Town when directed by the Fire Chief or upon employment separation.

Section 5: As part of the uniform the Town shall provide a Ballistic vest to all members covered under this agreement.

Section 6: The Town shall not be held responsible for replacing lost uniforms of unit members. Unit members bear the full responsibility of replacement costs for lost uniforms.

ARTICLE 8: GRIEVANCE PROCEDURE

A. Purpose

The purpose of the grievance procedure shall be to settle employee and/or Union grievances on as low an administrative level as possible, so as to ensure efficiency and maintain morale within the Department.

B. Definition

A grievance shall be considered to be any alleged violations of any of the terms of this Agreement or Working conditions.

C. Procedure

Should the Union or an employee feel aggrieved, the adjustment of the grievance shall be sought as follows:

Step 1 - Chief Level

The Union and/or the employee shall verbally discuss the alleged violation with the Chief or their representative within twenty (20) days or knowledge thereof within the twenty days. If the grievance is not settled at this meeting, the grievance shall move to Step 2 within 10 calendar [10] days.

Step 2 –Select Board Level

The Union shall submit the details of such grievance in writing to the Select Board. Within fifteen (15) days thereafter, Select Board shall meet with the Union for the purpose of adjusting or resolving such grievance. Said answer shall be in writing.

Step 3 – Arbitration

If the grievance remains unresolved, the employee may request that the Union submit the grievance to arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Union and the Select Board 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(s) by the American Arbitration Association. The decision of the arbitrator(s) shall be binding and final on the parties, subject to judicial review as provided by law and the arbitrator(s) shall be requested to render the decision in writing within thirty (30) days after the conclusion of the testimony and argument.

The arbitrator shall have no authority to add to, subtract from or modify the provisions of this agreement. The arbitrator shall be without power to make any decision which is

contrary to law, which requires the commission of an act prohibited by law, or which violates the terms of this agreement

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 proceeding it may cause such a record to be made, providing it pays.

ARTICLE 9: HOLIDAYS

Section 1: The following Town-recognized holidays shall be days on which all full-time unit employees are entitled to twelve [12] hours of floating holiday time (available as of the employee's anniversary date of hire). Full-time employees will not be paid above base wage if they are regularly scheduled to work on these holidays:

- | | |
|-------------------------------|-----------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Jr. Day | 8. Indigenous Peoples' Day |
| 3. President's Day | 9. Veteran's Day |
| 4. Patriot's Day | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Friday after Thanksgiving Day |
| 6. Independence Day | 12. Christmas Day |

Section 2: The use of floating holiday time shall comply with the Town's vacation time request policy, Article 14 (Vacation) found in the Personnel Policy. Floating holiday hours will be treated as non-work hours for overtime purposes, to be disbursed as part of the pay period in which they are approved to be used.

Section 3: Employees who are not scheduled to work on the holidays noted above but are forced to work overtime on those days shall be entitled to one and one half [1 ½] time for all hours actually worked on that holiday of that entire shift.

Section 4: A person on a leave of absence without pay shall not be entitled to accrue floating holiday hours. An employee who uses any of their annual floating holiday day time before all twelve of the holidays have occurred, and then leaves employment before their subsequent anniversary date of hire, will have the pro-rated balance of their holidays deducted from their final paycheck. The pro-ration will be twelve times the number of holidays yet to occur, between the anniversary date and the separation date, divided by twelve.

ARTICLE 10: HOURS OF WORK

Section 1: Hours of Work: The regular work week for full-time unit employees shall consist of forty-two [42] hours per week, averaged over an eight-week cycle. The standard shift shall be one of the following: (a) twenty-four [24] hour shift, (b) twelve [12] hour shift, (c) ten-and-one-half [10.5] hour shift. The standard work week will consist of one of the following schedules:

- The work schedule of twenty-four [24] hour shifts shall be twenty-four [24] hours on-duty and forty-eight [48] hours off-duty and twenty-four [24] hours on-duty then ninety-six [96] hours off-duty [commonly referred to as 24-48-24-96], unless otherwise mutually agreed to by the parties.
- The work schedule of twelve [12] hour shifts shall be four [4] consecutive twelve [12] hour shifts, on four [4] consecutive calendar days, followed by four [4] consecutive calendar days off [commonly referred to as 4-On, 4-Off], unless otherwise mutually agreed to by the parties.
- The work schedule of ten-and-one-half [10.5] hour shifts shall be four [4] ten-and-one-half [10.5] hour days per week, with alternating Monday's and Friday's off (e.g. Week 1 = Monday thru Thursday, week 2 = Tuesday thru Friday, week 3 = Monday thru Thurs, etc.), unless otherwise mutually agreed to by the parties.

Section 2: Employees' Pay Period: The weekly pay period shall be seven [7] days, unless the Town needs to change the pay period to meet payroll processing requirements or to have a uniform pay period/pay date for all employees (employees will not lose pay as a result of such changes). Unit employees shall be paid on or about Thursday following the preceding pay period and compensation shall apply to an average 42 hour work week based on a specific number of shifts to be worked over a specific period, [example: an employee will work fourteen 24-hour shifts over an 8 week period], to include approved leave time as authorized by the Fire Chief and as otherwise set forth in this Agreement.

Section 3: Overtime: Overtime rate for all unit member shall be paid according to the Town of Buxton Personnel Policy and applicable State and Federal Laws as set forth in Section VI of the Town's Personnel Policy.

Section 4: Trading or Swap Time: Trade/swap time may be granted by the Chief without limitations provided that it does not negatively impact department operations. Said leave of absence must be repaid within twelve months. The Chief retains exclusive rights to deny or resolve or revoke any previously approved leave of absence.

Section 5: Force Policy: A Unit Employee may be forced to work ensuring a minimum staffing of two employees on the primary ambulance at or above the Advanced EMT license level. This policy will be used to fill immediate openings created by illness, a scheduled employee becoming immediately unavailable, or other unforeseen circumstances. Scheduled Premium Hours or non-urgent Overtime will be filled using the Department's scheduling software.

A list will be established in reverse order of seniority (least senior forced first) to determine the order of force. The “force list” will be maintained by the Chief and available for review by Unit employees.

1. Prior to a Unit Employee being forced, premium time/overtime will be offered by phone call to each eligible Unit Employee. That employee will have 15 minutes to call back to take the overtime if they are unable to answer initially.
2. If no Unit Employee accepts overtime, the shift will be offered to all non-unit employees by paging the shift via I Am Responding and Aladtec.
3. If no non-unit employee signs up for the open shift within 12 hours of the start time, a phone call from the Chief or designee will be made to the Unit Employee who is up next on the force list and they will be forced at that time.
4. In the event that no Unit Employee answers their phone to accept a force, the on-duty employee may be forced for the upcoming open shift at the discretion of the Chief or designee. No Unit Employee may be forced to work more than a total of 48 consecutive hours.

ARTICLE 11: LAYOFFS & 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 qualifications. The least senior (based on the date the employee first worked in the bargaining unit) employee shall be laid off first.

Layoffs will occur within the following impact areas:

- Paramedics
- Advanced EMTs

Section 2: All employees shall be given a thirty [30] 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 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 shall be sent by certified mail, return receipt requested, to the last known mailing address of the laid-off employee. It shall be the responsibility of the employee to provide the Select Board with the employee's current mailing address. The employee shall have fourteen [14] calendar days from the first attempt by the post office to deliver the certified letter to inform the Select Board, in writing, of his/her intent.

Section 4: Laid off employees shall be given hiring preference for any Town vacancies [upon employee application if the Town determines the employee to be qualified] for one year as of the date of the layoff.

Section 5: If an employee is laid-off, he/she shall be paid all accumulated vacation time that he/she has accrued and shall be paid one hundred percent [100%] in one lump sum as of the effective date of layoff. In the event a laid-off employee is reinstated within one [1] year of layoff, he or she shall have all previous creditable service restored and shall be immediately eligible to accumulate annual leave as otherwise set forth in this agreement.

ARTICLE 12: SENIORITY

Section 1: The Fire Chief shall establish a Seniority List on or about the first of January of each year based on months of each employee's creditable service in the bargaining unit. The Union shall post said list on its bulletin board and may contest said list in accordance with the grievance procedures set forth herein.

Section 2: Creditable service unit shall mean a complete month during which a full-time employee is actively working for the Town [to include time spent on FMLA leave, military leave and all forms of paid leave]. An interruption or cessation in creditable service shall only take place upon

- a) a voluntary reduction in hours
- b) a discharge
- c) a resignation
- d) Leave without pay [LWOP] not otherwise exempted herein or by law whereby the employee does not work six [6] entire shifts in any consecutive period.

Rank shall not trump the seniority list.

Seniority begins to accrue when a new employee physically starts work with the Fire Department.

Section 3: Interrupted Service

Service interrupted by an approved leave of absence, sick leave, vacation, lay-off of less than twelve (12) months, or other leave provisions of this Agreement, shall not be considered as an interruption in service in the computation of the seniority list.

ARTICLE 13: SICK LEAVE

Section 1: Sick leave may only be used for personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position or for personal medical or dental appointments, or to care for members of his/her immediate family affected by serious illness.

Section 2: In year one of this Agreement, sick leave for full-time employees covered by this agreement shall accrue at the monthly rate of 4.92 hours. In year two of this Agreement, sick leave for full-time employees covered by this agreement shall accrue at the monthly rate of 7.0 hours. In year three of this Agreement, sick leave for full-time employees covered by this agreement shall accrue at the monthly rate of 10.0 hours. No more than 240 hours of sick leave may be accrued at any time.

Section 3: Regular full-time employees shall be eligible to use sick leave after thirty (30) days of service with the Town.

Section 4: Vacation, Bereavement, and approved Required Training time shall be counted as hours worked. Sick leave shall not be considered as an entitlement, which an employee may use at his/her discretion but shall be allowed for the necessity arising from actual sickness or disability of the employee. The Town may require the employee to furnish the Town with a certificate from his/her attending physician if the employee has been absent for two shifts, or there is evidence of misuse. The Town also reserves the right to request an independent medical evaluation at its own expense

Section 5: Retirement Stipend: For service rendered to the Town of Buxton, an employee shall be paid one of the following retirement stipends when the employee retires and is eligible and receives retirement benefits:

- 1) After fifteen [15] years for the Town, an employee can cash in up to fifty [50%] percent of accrued sick leave.
- 2) After ten [10] years for the Town, an employee can cash in up to thirty-three [33%] percent of accrued sick leave.

ARTICLE 14: VACATION

Section 1: Vacation privileges for bargaining unit members are available subject to the following conditions. Each employee shall earn vacation with pay on the following basis:

- I. After an employee has completed one [1] year of continuous service, he/she is entitled to receive eighty-four [84] hours of paid vacation time.
- II. After an employee has completed five [5] years of continuous service, he/she is entitled to receive one hundred twenty six [126] hours of paid vacation time.
- III. After an employee has completed ten [10] years of continuous service, he/she is entitled to receive one hundred sixty eight [168] hours of paid vacation time.

Section 2: In the event that the Town's personnel policy for vacation benefits are greater than the above vacation benefits, then the personnel policy's vacation benefits shall be provided to the members of this bargaining unit.

Section 3: All requests for vacations will be submitted using the Department's time-off request software system. All requests shall be submitted seven (7) calendar days prior to the date requested. Any vacation requests that are submitted less than seven [7] calendar days prior to the date requested and requires overtime coverage will be denied except on exceptional or emergency situations. Selection and scheduling of vacation shall be made by seniority.

Section 4: Employees must take the vacation due them within that year after the vacation time is earned. Vacation time accrues as of the employee's hire date.

Section 5: Employees may receive their vacation pay prior to the start of their vacation, but must advise the Fire Chief, who shall notify the Town Treasurer, in writing at least ten [10] days in advance.

ARTICLE 15: INSURANCE BENEFITS

Section 1: Enrollment in the health insurance, life insurance, long term and short term disability plans becomes effective on the first of the month after 30 days of employment. Deductions for these plans are done weekly through payroll.

Health Insurance:

For all regular full-time employees covered by this Agreement, the Town will pay ninety (90%) percent of the single subscriber and fifty (50%) percent of the spouse and/or sibling(s) health insurance coverage. The Board of Selectmen shall select the health insurance plan to be provided to employees, and reserves the right to modify as long as it is equal to or better than the current plan.

Pretax Contributions

Those enrolled in the health insurance plan are eligible to sign-up for the pretax contributions of any employee contribution to eligible insurance premiums pursuant to the Internal Revenue Service's rules and regulations regarding a Section L25 Plan. Enrollment would allow for weekly health insurance deductions to be made with pre-tax dollars. There would be no Social Security, Medicare, Federal or State Income Taxes paid on the health insurance contributions. Enrollment for new hires is within thirty (30) days of becoming eligible for the health insurance plan. All other employees would need to wait to sign-up during the last quarter of the year.

Life Insurance:

Group life insurance in the amount of one (1) times salary is available to all regular full-time employees covered by this Agreement at no charge to the employee. At the employee's expense, an employ can purchase up to three (3) times salary with medical evidence of insurability.

Long Term Disability Insurance:

All regular full-time employees covered by this Agreement are entitled to enroll in and be covered under a Long Term Disability Insurance plan. The Town pays one hundred (100%) percent of this plan.

Short Term Disability Insurance:

All regular full-time employees covered by this Agreement are entitled to enroll and be covered under a Short Term Disability Insurance plan. The Town pays fifty (50%) percent of this plan.

Continuation of Benefits if still employed but not receiving compensation:

In the event an employee becomes separated from service for a period of time (administrative leave of absence, short term disability, workers compensation) medical coverage may be continued under the following conditions:

1. The Chief is informed that the employee wishes to continue coverage
2. The employee's share of benefits will be deducted from ongoing paychecks
3. If no paychecks are being issued, then it will be the employee's responsibility to reimburse the Town for the appropriate share of premium and the Town Treasurer will notify the employee when any outstanding balances accumulate and any future cost of benefits that can be determined
4. Upon receipt of notification by the Town Treasurer of balance due, the employee will have two (2) weeks (14 calendar days) to pay any amounts due
5. If no funds are forthcoming, then the Town reserves the right to cancel benefits on the next monthly anniversary date

Payroll Deductions:

Payroll deductions and direct deposit are available through any financial institution that is equipped to accept deposits via electronic funds transfer.

Dental Insurance

Employee coverage is 90% paid by the Town and the remaining 10% paid by Employee. Spouse and Children coverage is 50% paid by Town and 50% by Employee. The Board of Selectmen shall select the dental insurance plan to be provided to employees, and reserves the right to modify, restrict or withdraw the provision of dental coverage for employees.

ARTICLE 16: LEAVES OF ABSENCE

Section 1: Jury Duty: The Town shall provide pay to an employee called for jury duty the difference between his/her regular pay and the juror's pay provided the employee presents an official statement of jury pay received.

Section 2: Bereavement Leave: An employee may be excused from work for up to three (3) work days because of death in his/her immediate family, as outlined below, and shall be paid his/her regular rate of pay for the scheduled work hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attending the funeral. For purposes of this

article only, immediate family is defined to mean spouse, parents, children, step-children, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother and grandchildren.

Up to three (3) days may be granted to employees at the sole discretion of the Fire Chief for attendance at funerals of persons not covered under the above definition.

Section 3: Leave without Pay: A full-time employee may be granted a leave of absence without pay and/or without benefits by the Fire Chief for a period deemed necessary by the employee for the purpose of the leave, but not in excess of sixty (60) calendar days. The decision to grant such leave is in the sole discretion of the Fire Chief.

The employee is expected to return to work upon the expiration of a granted leave or to have written permission from the Board of Selectmen to extend such leave. Continued absence without having arranged for an extension of leave shall be deemed a resignation from employment.

- a. Employees may choose to continue insurance benefits for the duration of the leave and pay the employer and employee contribution.
- b. Vacation and sick leave will not continue to accrue during the leave.
- c. Employees must give a seven [7] day notice when requesting time off unless it is an emergency, which can be approved by the Fire Chief.

Section 4: Family and Medical Leave: Family and Medical leave without pay shall be granted in accordance with the Maine and/or the Federal Family and Medical Leave Act, if applicable, and run concurrently with any leave provided for in this Agreement or by law.

Section 5: Military Leave: Any employee who is a member of the National Guard, Naval Reserve, Marine Reserve or any other reserve component of the Armed Forces of the United States and who is required to enter military service for a stipulated time each year or for emergency duty shall be deemed to be on a leave of absence for the period of such service and the employee's absence shall not be construed as to diminish seniority, or continuity of service, or the accumulation of time for vacation credits or for the purpose of computing severance pay.

ARTICLE 17: DISCIPLINARY ACTIONS

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

Section 2: The Fire Chief or Select Board may bring any violation of this Agreement or Town personnel policy and/or practice to the attention of the employee and impose disciplinary action. No non-probationary employee will receive a written reprimand, suspension, or dismissal without just cause. Any disciplinary action taken against a non-probationary employee shall be subject to the grievance procedure.

Section 3: Notwithstanding the Town's ability to provide verbal counseling to any employee at any time and to document such events as may be necessary, disciplinary action of non-probationary employees may normally be dispensed in the following manner, although it need not be administered in this order:

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

Disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being administered, taking into consideration an employee's past conduct. The sequence described above need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge, as determined by the Fire Chief or Select Board, subject to the employee's right of appeal in accordance to the grievance procedure.

Section 4: Prior to initiating disciplinary action of a non-probationary employee, the following procedures will normally be followed:

- a. If the Town contemplates the suspension or termination of an employee, he/she may be immediately placed on paid administrative leave pending the investigation and the final determination with respect to the proposed disciplinary action.
- b. The Town will make every effort to issue a written notice of the alleged offense and proposed discipline as soon as possible, normally ten [10] calendar days after becoming aware of the incident.
- c. A pre-action investigation or inquiry will be made to determine the facts. Part of this investigation shall include a discussion with the affected employee and others having information about the incident.
- d. The employee will be notified in advance of the time of the discussion, and if the employee is advised that disciplinary action is being contemplated, the employee is entitled to have a Union representative present. Once a representative is requested the employee will be allowed a reasonable amount of time, normally not more than five [5] calendar days, to obtain union representation. During this delay no further questioning of the employee will take place.
- e. The employee or his designated representative will be permitted to offer their written and/or oral statement to the deciding official during the pre-action investigation. The written statement may be submitted at the meeting or no later than five [5] calendar days from the date of the above referenced meeting.

- f. The Town will make reasonable efforts to undertake disciplinary actions in a prompt and timely manner, normally within ten [10] calendar days after conclusion of the pre-action investigation.
- 1) If an employee is subsequently suspended, he/she shall be notified in writing of the effective date[s], reason and duration. Said notice shall be presented upon his/her return to work, or within seventy-two [72] hours of the suspension taking place, whichever comes first. Said notice shall also contain a statement informing the employee of his/her rights of appeal under the grievance proceedings as set forth herein. A suspension shall be unpaid [suspended employees shall not be eligible for leave pay] and shall not exceed two [2] weeks. During the period of suspension, employees shall remain obligated to pay the employee's share of insurance premiums as set forth herein.
 - 2) If the employee is subsequently discharged, he/she shall be informed of the reason[s] for discharge and of the effective date within seventy-two [72] hours of the discharge taking place. Said notice shall also contain a statement informing the employee of his/her rights of appeal under the grievance proceedings as set forth herein.

Section 5: All disciplinary actions shall become a part of the employee's official personnel file.

Section 6: In the event an employee is the recipient of three [3] disciplinary actions [not including verbal counseling] within a five [5] year period and the previous two [2] disciplinary actions are part of that employee's personnel file that employee may be discharged for misconduct.

ARTICLE 18: PENSION PLAN

Section 1: In addition to social security, the Town shall provide a 457 deferred compensation plan and shall contribute three percent [3%] of average compensation following the employee's completion of six [6] months of continuous employment and six percent [6%] following the employee's completion of twelve [12] months of continuous employment. An employee may elect to contribute to the plan with the understanding that employee participation is not required.

Section 2: Individual retirement deductions by the employee are available through weekly payroll.

Section 3: Maine State Public Employees Retirement Benefits: The Town will provide employees with the option of either of the following pension plans:

OPTION 1: Maine State Retirement benefits as a participant in the Maine State Public Employees Retirement System [MPERS] Special Plan 2C (50% of three highest plus 2% per year over 25 years) pursuant to its rules and regulations. The Town's and the employees' contributions shall be made to MPERS under this plan at a rate set by MPERS. This option will be available for enrollment to begin in September 2020 if approved at a special town meeting in August 2020.

OPTION 2: a 457 deferred compensation plan with the Town to contribute three percent [3%] of average compensation following the employee's completion of six [6] months of

continuous employment and six percent [6%] following the employee's completion of twelve [12] months of continuous employment. An employee may elect to contribute to the plan with the understanding that employee participation is not required.

Section 4: After the MPERS option becomes available, an employee may continue with Option 2, however it shall be employee only contributions.

ARTICLE 19: PERSONNEL FILES

Section 1: Personnel files shall be administered in accordance with the provisions of 26 MRSA 631, 30-A MRSA 503 and 30-A MRSA 2702. Employees shall be allowed access to their personnel files upon request. Employees shall be entitled to annual copies of said materials at no charge at the earliest possible convenience of the record holder.

Section 2: Employees shall be required to acknowledge all records of disciplinary action inserted into their personnel file with a signature affixed to the document and returned to the Fire Chief, whether they agree with the action. Employees shall be entitled to submit a written rebuttal of a disciplinary action for insertion in their personnel file, provided such correspondence is received by the Fire Chief within fourteen [14] working days of the notice being acknowledged by the employee

ARTICLE 20: WAGES

POSITION	July 1, 2019 [2%]	July 1, 2020 [2%]	July 1, 2021 [2%]
Firefighter/EMT	\$15.87	\$16.19	\$16.51
Firefighter/Advance	\$18.30	\$18.67	\$19.04
Firefighter/Paramedic	\$21.97	\$22.41	\$22.86
POSITION	July 1, 2019 [2%]	July 1, 2020 [2%]	July 1, 2021 [2%]
Lieutenant/EMT	\$16.87	\$17.21	\$17.55
Lieutenant/Advance	\$19.30	\$19.69	\$20.08
Lieutenant/Paramedic	\$22.97	\$23.43	\$23.90
POSITION	July 1, 2019 [2%]	July 1, 2020 [2%]	July 1, 2021 [2%]
Captain/EMT	\$17.87	\$18.23	\$18.59
Captain/Advance	\$20.30	\$20.71	\$21.12
Captain/Paramedic	\$23.97	\$24.45	\$24.94

ARTICLE 21: DURATION OF AGREEMENT

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

Section 2: Severability: If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or application shall continue in full force and effect. The parties shall meet as soon as possible to negotiate a substitute provision when necessary.

Section 3: Mid-Term Bargaining: This Agreement except for its duration period as specified in Section 4, may be opened for amendment only by mutual consent of the parties at any time after it has been in force and effect for at least six months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen calendar days after receipt of such request to discuss the matter(s) involved. If the parties agree that opening is warranted on any such matter(s), they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously agreed to as being appropriate. Any and all agreements reached during any mid-term bargaining session[s] shall become an addendum to this Agreement.

Section 4: This Agreement shall be in effect and binding upon both the Town and Union during the period **July 1, 2019** through **June 30, 2022**.

IN WITNESS WHEREOF, the parties hereto have set their hands this **5th** day of **August, 2020**.

For the Town of Buxton



Selectman



Selectman



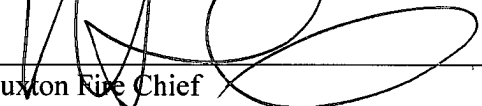
Selectman



Selectman



Selectman



Buxton Fire Chief

For the Union



BUXTON PROFESSIONAL
FIREFIGHTERS ASSOCIATION