

AGREEMENT

between the

CITY OF SACO

and

**SACO PROFESSIONAL FIREFIGHTERS'
ASSOCIATION, I.A.F.F., LOCAL 2300, AFL-CIO-CLC**

July 1, 2022 – June 30, 2025

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION..... 3
ARTICLE 2 - DEFINITIONS..... 3
ARTICLE 3 - MANAGEMENT RIGHTS..... 3
ARTICLE 4 - UNION RIGHTS..... 3
ARTICLE 5 - PROBATIONARY PERIOD 4
ARTICLE 6 - SENIORITY..... 5
ARTICLE 7 - LAYOFF AND RECALL 5
ARTICLE 8 - PROMOTIONS..... 5
ARTICLE 9 - WORK HOURS..... 8
ARTICLE 10 - PAID LEAVES OF ABSENCE 9
ARTICLE 11 - UNPAID LEAVES OF ABSENCE.....14
ARTICLE 12 - DUTIES OF FULL TIME FIREFIGHTERS15
ARTICLE 13 - NON-EMERGENCY WORK AND TRAINING.....16
ARTICLE 14 - DETAILS TO OTHER CITY DEPARTMENT OR UTILITY COMPANIES.....17
ARTICLE 15 - WAGES17
ARTICLE 16 - INSURANCE AND BENEFITS..... 23
ARTICLE 17 - RESIDENCY CLAUSE 27
ARTICLE 18 – POLITICAL ACTIVITIES..... 27
ARTICLE 19 - FAILURE TO HOLD VALID LICENSE..... 27
ARTICLE 20 - DISCIPLINE AND DISCHARGE..... 27
ARTICLE 21 - GRIEVANCE PROCEDURE 28
ARTICLE 22 - HEALTH AND SAFETY..... 30
ARTICLE 23 - NON-DISCRIMINATION31
ARTICLE 24 - SAVINGS AND SEPARABILITY.....31
ARTICLE 25 - SMOKE FREE WORKPLACE 32
ARTICLE 26 - LABOR MANAGEMENT AGREEMENT 32
ARTICLE 27 - DURATION..... 32
APPENDIX A - WAGE SCALE..... 30
APPENDIX B - ABSENTEEISM POLICY31
APPENDIX C - MISSION, VISION, CORE VALUES 33
APPENDIX D: PRESERVED PRIVILEGES..... 34
APPENDIX E: NEW ARTICLE 8 – PROMOTIONS..... 35

ARTICLE 1 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the full-time firefighters, Lieutenants, and Captains for the purposes of collective bargaining and entering into agreements relative to salaries, wages, hours, and working conditions.

ARTICLE 2 - DEFINITIONS

- A.** The “City” shall mean the City of Saco, the City Administrator, or a designated representative who has the authority to represent the City for all agreements finalized between said representatives and the Saco Professional Firefighters Association, I.A.F.F., Local 2300, AFL CIO-CLC, hereinafter known as the “Union”.
- B.** The “Chief” shall mean the Fire Chief of the Saco Fire Department or his/her designated representative.
- C.** The “employees” shall mean all full-time firefighters, Lieutenants, and Captains of the Saco Fire Department.
- D.** “Per Year”, or any reference to an annual time frame, shall mean from July 1st of the calendar year until June 30th of the next calendar year, unless otherwise specified.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes that this Agreement shall be effective to the extent that it is consistent with the rights conferred upon the City in accordance with the City Charter and the Municipal Public Employees Labor Relations Law, 26 M.R.S.A. §961 et. seq., as amended. The City retains the rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. It is recognized by way of illustration and not by way of limitation that such rights and authority include, but are not limited to, the right and authority to exercise control and discretion over the organization and the efficiency of the operations of the department; to set standards for service to be offered to the public; to direct the employees of the department, including the right to assign work and overtime, to hire, examine, classify, evaluate, promote, transfer, assign, and schedule employees in positions with the City; to suspend, demote, discharge, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other legitimate existing methods of operation, equipment or facilities; to establish, implement and maintain effective safety, health and property protection measures, to create, modify or delete the rules and regulations; to take necessary action to carry out the mission of the department in cases of emergency.

ARTICLE 4 - UNION RIGHTS

A. Security

All employees, after six (6) months shall join the Union or exercise the option not to join and shall be provided in writing to the Union. No employee shall be favored or discriminated against either by the City or by the Union because of their membership or non-membership in the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

B. Check-Off

The City shall deduct regular weekly dues upon receipt of a signed authorization form from the employees (a copy of which is to be retained by the City) and a certified statement from the Secretary/Treasurer of the Local Union as to the amount of the dues. All such forms shall be supplied by the Union and be acceptable to the City. The City shall forward all such dues to be collected by the Secretary/Treasurer of the Local Union. The dues shall be deducted from each paycheck and the City shall forward the dues collected to the Union each month following the month of deduction. The Union shall indemnify and save the City harmless against all claims and suits, which may arise by reasons of any action taken in making deduction of said dues and remitting the same to the Union pursuant to this Article.

C. Meetings

1. Regular Meetings

The Union shall be permitted to hold regular monthly meetings in the station on the first Tuesday of each month at 7:00 P.M. Said time and day may be changed only by agreement between the Chief or Deputy and the Union.

2. Other Meetings

Other meetings may be held in the station, with the approval of the Chief or Deputy. On duty employees must be ready to respond to emergency calls while attending meetings.

D. Leave

One (1) Union officer, acting in an official capacity as a member of the grievance committee and four (4) Union officers, acting in an official capacity as the negotiating committee, shall be granted leave with pay provided that sufficient notice is given to the Chief or Deputy so that said Chief or Deputy may secure a substitute(s) and further providing that said leave is for the purpose of grieving or negotiations respectively pursuant to the terms of the Agreement. It is expressly understood that the total time given by the City for these purposes shall not exceed twenty-four (24) hours per year. Negotiations will be moved to the fire station so that on-duty employees may negotiate and also may be available to respond to emergencies.

ARTICLE 5 - PROBATIONARY PERIOD

All new or former City employees are considered a probationary employee until twelve (12) months of employment is completed. Employees will be reviewed quarterly while on probation. After six (6) months of employment, such employees will be subject to the provisions of this Agreement. The City will have the unlimited right to terminate without just cause the employment of any probationary employee at any time during the probationary period.

The probationary period may be extended for a reasonable period of time to allow for, and is limited to, attainment of meeting minimum qualifications for training, certification, and licensing. A reasonable period of time will take into consideration class availability/enrollment and will allow for up to three chances to successfully complete licensing/certification requirements, as determined or deemed appropriate by the educational/testing institution.

As a condition of employment, new employees may enter into an agreement with the City of Saco, that requires the employee to pay back the City of Saco any monies spent (tuition, study material, and overtime) on behalf of or directly to the employee, for attainment of minimum qualifications for training, certification, and licensing required

for continued employment, should the employee elect to separate employment prior to completing five years of continuous employment. Any such agreement will have a pro-rated payback schedule that gives credit for time served.

ARTICLE 6 - SENIORITY

A. List

The Fire Chief shall establish a seniority list, which shall be posted on the station bulletin board by 5:00 P.M. on January 5th. Seniority shall be interpreted to mean length of continuous service within the unit from the date of last hire. Said list shall remain on the bulletin board for at least thirty (30) days and any objection to said list must be made within this time limit in writing to the Fire Chief and the Union, or the list shall stand approved. Immediately following approval of the list, the Fire Chief will provide three (3) copies to a Union Official. Each year thereafter, the list will be re-posted on January 5th, deleting employees who have left the department and adding new employees. Seniority begins to accrue when a new employee physically starts work with the Fire Department.

B. Interrupted Service

Service interrupted by an approved leave of absence, sick leave, vacation, lay-off 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 7 - LAYOFF AND RECALL

A. Layoff

In the event that it shall become necessary during the term of this Agreement to reduce the work force of the Department consistent with the terms of this Agreement, such reduction shall be accomplished by layoff of the least senior employee.

B. Recall

When additional personnel are hired, all employees laid off will be offered re-employment in the reverse order of layoff. Recall rights shall extend for a period of twelve (12) months from the effective date of the layoff provided that, all required licenses and certifications held at the time of the layoff are still valid.

ARTICLE 8 - PROMOTIONS

Article 8 as written below shall sunset on October 31, 2023, and shall be replaced by the promotion process detailed in Appendix E: New Article 8 – Promotions effective November 1, 2023.

A. Eligibility

1. To be eligible to take a promotional examination for the position of Lieutenant, an employee must have served a minimum of four (4) years of full-time continuous service in the Saco Fire Department. Any member who will become eligible for the promotion during the two-year period that the written exam is valid may take the exam. Final eligibility will be determined by the date in which the Fire Chief is notified in writing of a vacancy.

2. To be eligible to take a promotional examination for the position of Captain, an employee must be currently working as a Career Lieutenant in the Saco Fire Department. Any member who will become eligible for the promotion during the two-year period that the written exam is valid may take the exam. Final eligibility will be determined by the date in which the Fire Chief is notified in writing of a vacancy.

B. Establishing a “List of Qualified” Candidates

1. A written exam to establish the ‘List of Qualified’ Candidates will be administered every two years in the month of November.
2. Any member wishing to participate in written exams for promotion shall notify the fire chief in writing of their intent to take the written exam no later than October 1st in the year that the exam is being administered.
3. Written exam questions will be generated from the list of materials to be used as study guides that is posted in January of each year.
4. The test results of all exam takers for each position, Captain and Lieutenant, shall be posted on the union bulletin board within 30 days of the exam in order using each candidate’s predetermined PIN or other agreed upon I.D.
5. The top five scorers on the written exam for each position Captain and Lieutenant shall be considered ‘Qualified’ for promotion should a vacancy occur during the two-year period.

C. Procedures

1. When a vacancy in the rank of Lieutenant or Captain occurs, notice of said vacancy shall be posted on the department bulletin board, within thirty (30) days after the Chief has notice that said vacancy exists.
2. Within 60 days of having notice of said vacancy, the fire chief shall cause an Oral/Assessment Exam to be administered by fire department executives, from outside the department, who have been requested by the Chief to serve. The Chief or Deputy Chief will be permitted in the oral/assessment boardroom but shall not participate in the oral/assessment boardroom proceeding.
3. Only those on the List of Qualified Candidates will be allowed to participate in the Oral/Assessment Exam.

D. Scoring

1. The scoring of the promotional process shall be based on a maximum of one hundred (100) points.
 - a. Written Exam 40 points
 - b. Oral/Assessment 40 points
 - c. Length of Service 10 points
 - d. Certifications 10 points
2. Length of Service points will be determined by the date in which the Fire Chief is notified in writing of a vacancy. In calculating the above length of service, points will also be added based upon the following:
 - a. 4 -5 years 2 points
 - b. 6 - 8 years 4 points
 - c. 9 - 11 years 6 points
 - d. 12 - 15 years 8 points
 - e. Over 16 years 10 points

3. Certification points will be awarded for the following certifications. Any combination of certification points can be used to reach the maximum of 10. College degree points are awarded based on highest level of degree and are not cumulative. Points will only be awarded for full certification, not certificates of attendance.
- | | |
|------------------------------|----------|
| a. Firefighter I | 1 point |
| b. Firefighter II | 1 point |
| c. Fire Instructor I | 1 point |
| d. Fire Instructor II/EMS IC | 1 point |
| e. Fire Officer I | 1 point |
| f. Fire Officer II | 1 point |
| g. Fire Investigator I | 1 point |
| h. Fire Investigator II | 1 point |
| i. Haz-Mat Technician | 1 point |
| j. College Certificate | 1 point |
| k. Military Service* | 2 points |
| l. Managing Fire Officer | 2 points |
| m. Associate Degree | 2 points |
| n. Bachelor's Degree | 4 points |
| o. Master's Degree | 6 points |

* Military Service includes any branch of the military including national guard and reservists. In order to receive the associated point a candidate must provide the proper documentation. This certification point does not apply to those who have been dishonorably discharged.

E. Appointment of Promotion

1. The Chief shall post the top three scores and confer with the Deputy Chiefs as to the final selection. The selected candidate shall be one of the top three (3) rated employees.
2. Vacant positions shall be filled within 30 days of the completion of the Promotional process.

F. Clarification of Intent

In the event of multiple openings for the position of Captain or Lieutenant in the two-year period, the List of Qualified candidates will be created from the top five scorers remaining on the list.

ARTICLE 9 - WORK HOURS

A. Schedule

1. Regular Week Cycle

The regular work cycle shall average not more than forty-two (42) hours per week. Shift change shall occur at 0700 hours each day and will not be altered except by mutual agreement.

2. Work Week Sub-Cycle

The regular workweek schedule shall be:

- a. Twenty-four (24) hours on
- b. Forty-eight (48) hours off
- c. Twenty-four (24) hours on
- d. Ninety-six (96) hours off

When mutually agreed between the Chief and the Captain and/or Lieutenant, the Captain's or the Lieutenant's regular work hours may be changed to forty-two (42) hours per week, 7 A.M. to 4 P.M., not to exceed a mutually agreed upon timeframe.

B. Holdover

It is expressly understood that employees may work up to fifteen (15) minutes beyond the end of the shift without the payment of overtime by the City. It is further expressly understood that employees may leave prior to the end of their shift if a qualified replacement is on duty. This section shall be consistent with present practice in the department.

C. Non-working & Training Time

Employees may utilize their personal quarters after all working and trainings are completed after 1700 hours Monday through Friday, 1200 hours on Saturday, and any time on Sundays and holidays or with prior approval from their supervisor.

ARTICLE 10 - PAID LEAVES OF ABSENCE

A. Vacation

Employees who are out of work beyond twelve (12) months on any type of leave will stop accruing sick, vacation, and holidays unless and until they return to work. Human Resources will notify the Information Technology Department of an employee's leave status for account security purposes.

1. Vacation shall begin accruing as follows:

Accruals	Hours	Bi-weekly
Date of Hire through completion of 4 years	96 hours	3.69 hours
Beginning 5 th year through completion of 8 th year	144 hours	5.54 hours
Beginning 9 th year through completion of 25 th year	192 hours	7.39 hours
Beginning 26 th year through retirement	240 hours	9.23 hours

2. Vacation may only be taken in 12 or 24-hour blocks. If an employee elects to take a 12-hour block of vacation, then sick leave shall not be allowed during the other remaining hours of that shift. If an employee calls in sick during the remaining period, then the entire 24 hours will be charged to vacation time. Vacation may be used in one-hour increments, in case of an emergency, for the first forty hours of vacation usage which will be designated as earned paid leave pursuant to Maine's Earned Paid Leave Law.
3. Schedule: Vacation picks will be reset on July 1st of each year. The Chief shall schedule all vacations according to seniority as follows. Subject to the limitations of this section, vacation periods will be selected by the employees according to seniority and through the following system:
 - a. A junior person's first choice vacation request has precedence over a senior person's second, third or fourth choice of vacation. A senior person's first two consecutive weeks counts as a first choice of vacation.
 - b. If a period is still unclaimed, one (1) employee may claim it by posting on the board, their name and the vacation period which the employee is choosing, provided that during the seven (7) days that the posting is on the board, it is not claimed in the first five (5) days of posting by the senior employee.

Two employees per shift may take vacation or a ~~floating holiday~~ personal day based on department policy and staffing levels. Employees may request time off on the day of their scheduled shift at 0600 hours for the day shift and 1500 hours for the night shift provided it will not create overtime for the shift being requested.

- c. The Chief shall have the right, to assign Deputies, Captains, and Lieutenants provided a Captain or Lieutenant is not scheduled for vacation at said time, to shifts other than their regular shift to ensure that there are sufficient officers available for department supervision at all times.
- d. Short Posting: Short Posting shall be defined as the ability of a member to claim a previously unclaimed 12- or 24-hour block that is to occur within the next six days as requested vacation time off. Vacation requests using the Short Posting Clause require the same posting on the bulletin board procedure as outlined in paragraph b., but the duration of the posting is reduced to 3 days.

4. Vacation Accumulation

- a. Entitlement to vacations under this section shall be determined on the calendar year and accrued on a bi-weekly basis. From June 1st through September 1st no employees shall be allowed to take more than ninety-six (96) consecutive hours.
- b. The employee shall not have more vacation time accrued than what is specified on the schedule above on January 1st of each calendar year. It is the responsibility of the employee to be aware of their vacation accrual and department vacation availability.
- c. Vacation time off shall be scheduled at such time or times as shall be mutually agreeable to the employee and the employer, except in the case where the employee fails to schedule or take vacation time off within the prescribed time and in such cases the employer may direct the employee to take the time off.
- d. In December of each year, employees will receive the option to elect to cash out a portion of their earned vacation time. Employees may cash out up to a maximum of two weeks of vacation time providing that at least one week of vacation leave (48 hours) remain to cover unanticipated absences.

5. Split Vacations

The employee may split vacation time as noted in Article 10, Section A, Item 2 above. An employee may request by seniority any time that has not been requested. A request for forty-eight consecutive hours of vacation will have priority over a request for a twenty-four or a twelve-hour vacation. A request for twenty-four consecutive hours of vacation will have priority over a request for a twelve-hour vacation.

6. Separation of Employment

Upon separation of employment, 100% of accrued vacation time will be paid to the employee in their last paycheck up to the maximum vacation accrual for one-year. Upon the death of an employee who has accrued vacation pay, the accrual will be paid to the deceased employee's estate unless otherwise directed by a probate court.

B. Sick Leave

1. Accrual

Sick leave shall accrue at the rate 4.615 hours per pay period to a maximum one thousand four hundred and forty (1440) hours.

2. Personal Use

Personal 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 their position. In the event that an employee is placed on light duty restriction by a physician, the light duty assignment will replace the use of sick time. The Fire Chief will determine if a suitable assignment is available and the schedule the employee will work. If mutually agreed upon, the employee will work the light duty assignment. Sick leave shall be used in twelve (12) hour blocks and an employee must call in for each twelve (12) hour period during their shift, however, if an employee is capable of returning to work before the twelve (12) hour block they will be allowed and only hours actually used shall be charged to sick time. In order for an employee to use sick leave, the employee must call in before 6:00 a.m. for the day shift and 3:00 p.m. for the night shift. The employee shall make every effort to schedule medical appointments during scheduled days off. Employees will be allowed to use sick leave in less than twelve (12) hour blocks.

- a. Light Duty: The Fire Chief will determine if a suitable assignment is available and the schedule the employee will work. The schedule may be Monday through Friday, with hours similar to the administration office, up to forty-two (42) hours per week. An employee on a light duty assignment will not be counted toward the number of on-duty staff available for operations.

3. Worker's Compensation (Injury on Duty)

If the injury results in a Maine Municipal Association approved Workers' Compensation claim or a decision in favor of the employee by the Worker's Compensation Board, the City will compensate the employee at 100% of their salary.

It is expressly understood that sick leave will not be charged against an employee's accumulation for injuries sustained in the line of duty.

- a. Modified Duty: Employees that, because of an occupational injury/illness, are placed on Modified Duty by the City's Occupational Medical Provider, shall remain on-duty performing job functions that are consistent with the work restrictions determined by the treating physician/LHCP, provided that, suitable job functions/tasks are available. The City will work with its' Workers Compensation provider to ensure that the employee is properly compensated for time at work and time away from work as determined by the work restrictions and availability of suitable work: X hours at work (Regular Duty) + X hours away from work (Workers Compensation) = 24 hours. Consistent with the contract language on House Duty, suitable work may not be available after 17:00 hours.

4. Family Use

Family sick leave may also be used for attendance, upon members of the family within the household of the employee, when their illness or physical incapacity requires care by such employee, not to exceed sixty (60) hours per year, to be charged on an hour-by-hour basis. When the individual calls in sick for a family sick day, the employee will advise the department if they will be out the entire shift. If not, the employee will advise the department approximately how long they will be out. When utilizing family sick leave, employees will make every effort to call prior to 6:00 a.m., but it is understood, due to the nature of family illness, that an employee may not be able to do so. While on duty, if an employee receives notification of an illness or injury at home that requires their attention, said employee shall be granted family sick leave immediately and will not be required to wait while a replacement is found.

5. Notification of Sick Leave Accumulation

The City will inform each employee of the sick leave accumulation on each pay stub.

6. Pay for Unused Days

- a. At retirement or voluntary separation after completing ten (10) years of continuous service, an employee shall be paid thirty-five percent (35%) of the employee's accumulated sick leave.
- b. At retirement or voluntary separation after completing twenty (20) years of continuous service, an employee shall be paid fifty percent (50%) of the employee's accumulated sick leave.
- c. At retirement or voluntary separation after completing thirty (30) years of continuous service, an employee shall be paid seventy percent (70%) of the employee's accumulated sick leave.
- d. Any payment of the employee's sick leave paid under Subsections 6a, b, and c above shall be paid by the employer into a Retirement Health Savings account set up in the employee's name under the terms and conditions approved by separate agreement with the provider, ICMA-RC, as approved by the Union.
- e. In the event of the death of an employee while employed by the City, one hundred percent (100%) of all unused accrued sick leave shall be paid to the spouse, if any, or if none, then to the employee's estate.

7. Examination

- a. In any case where an injury or illness has caused an absence for more than three (3) consecutive work shifts; the injured or ill employee may be required to provide a doctor's certificate that said illness or injury does not restrict their firefighting ability. The City will pay the cost of the employee's doctor bill that resulted from the employee obtaining the slip.
- b. Nothing in this section will prohibit the City from requiring said employee from submitting to a physical examination by a doctor of the City's choice, at City expense, to determine whether said illness or injury, as per "A" of this section, impairs their fitness for duty. Said employee must be certified as fit to remain on active status with respect to said illness or injury.

- c. Any employee being rendered incapable of active status per this section, retains the right to challenge such rendering by having an examination by a physician of their choice, provided that the employee physician is of equal caliber to the City's choice of physician or better.
- d. When employees are on sick leave they are expected to remain at their residence excepting travel to the doctors, pharmacy, or for other medical treatment, unless otherwise stated by a physicians statement.

8. Personal Days

Full-time Employees are granted 60 hours of personal day leave per calendar (cannot be used for holidays, cashed out, or carried over). Two of these personal days replace the previously offered attendance incentive and two personal days replace floating holidays. Personal Day requests shall be made pursuant to 10.A.3.b.

Employees may deposit these personal days into the ICMA RHS – Retirement Health Savings Account. The RHS Program is sponsored by the City of Saco and administered by ICMA- RC. All contributions to this account are set aside exclusively for qualifying medical expenses. See HR for an application.

C. Bereavement Leave

- 1. Bereavement leave without loss of pay, not to exceed twenty-four (24) hours (one shift) excluding the day of death shall be granted for the death of the following: spouse, legally recognized partner, child, parent, grandparent, legal guardian, siblings, parents-in-law, brother or sister-in-law. Twelve (12) hours of leave shall be granted for the death of an aunt, uncle, niece, nephew or first cousin.
- 2. Subject to the discretion of the Fire Chief or a designated representative, extra leave may be granted with consideration to closeness of relationship, the circumstances of the death, attendant family considerations and time required for travel not to exceed three calendar days in addition to the bereavement leave and charged to sick leave.

D. Holidays

The following are paid holidays, which shall be paid at twelve (12) hours:

- a. New Year's Day
- b. President's Day
- c. Patriot's Day
- d. Memorial Day
- e. Juneteenth
- f. Independence Day
- g. 9/11 Firefighter Day of Remembrance
- h. Martin Luther King Day
- i. Labor Day
- j. Columbus Day/ Indigenous Peoples Day
- k. Veteran's Day
- l. Thanksgiving Day
- m. Christmas Day

The above-mentioned holidays shall be ready alert time. Columbus Day/ Indigenous Peoples Day holiday may be used to train with the call department.

E. Parental Leave

A regular full-time employee who has completed at least one full year of employment with the City will be granted an additional four (4) weeks of paid sick time (192 hours) upon the birth, adoption of or fostering their child to be used concurrently with Family Medical Leave and supplemental to short-term disability coverage approved for the same reason. Such time shall be in addition to the employee's current paid sick time balance. Parental Leave expires 12 months after the date of birth or placement. Must provide five days' notice and complete the appropriate paperwork with human resources to be eligible for paid parental leave.

ARTICLE 11 - UNPAID LEAVES OF ABSENCE

- A. An employee may be granted a leave of absence without pay by the Chief when approved by the City Administrator for a period no greater than one (1) year. Failure of an employee to return to work at the expiration of the leave without having arranged for an extension will be deemed as a resignation from the City's service. Full seniority rights shall be maintained during the absence. The Union shall be notified, in writing, of any such leave of absence within (1) week of the effective date, if possible. If due to an emergency, the leave of absence is granted, notification to the Union will be made as soon as possible thereafter.
- B. Any employee who has been granted a leave of absence shall not receive benefits during the period of absence, other than seniority standing. Any employee who has been granted a leave of absence shall give a status report of their absence every three months to the Chief and should the employee wish to return to duty at any time prior to the maximum of one (1) year allowed, they shall notify the Chief at least fourteen (14) days in advance of their return to duty.
- C. The leave of absence shall be used for the purpose for which it was originally intended. Failure to comply with the provision may result in the complete loss of employment rights.
- D. Trading or Swap Time

- 1. Regular Swap

Trade/swap time may be granted by the officer in charge 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.

- 2. Payroll Record

In the event that a swap of shifts is allowed, the employee who is the "employee of payroll record" is responsible for any overtime incurred by the Department if the substitute employee (swapping employee) fails to honor the swap by not filling the swapped shift. The employee requesting the swap must check with the OIC to see if the swap is approved or denied.

ARTICLE 12 - DUTIES OF FULL TIME FIREFIGHTERS

A. General Duties

The duties of employees shall be the prevention, control, and extinguishment of fires, the maintenance of equipment; readiness and appearance, the care and maintenance of all departmental quarters, the carrying out of the duties of the ambulance division and the fire prevention division, administrative duties for Lieutenants and Captains, and performing of duties during Emergency Management emergencies as long as these divisions form part of the department. However, nothing herein shall be construed as diminishing the current duties of the employees or as limiting duties to those consistent with prior practices or precluding the assignment of new duties to carry out the general purposes serviced by present duties as changing conditions of technology warrant, so long as said reasons are legitimate. It shall be expressly understood that said washing, painting, or preparation for painting of departmental quarters shall not be required of the employees more than once (1) per year.

B. Prohibited Duties

1. Employee's duties do not include hanging banners.
2. Employees shall not be required to undertake major maintenance, construction and repair of department property.

C. Desk Watch

Desk watch shall be a regular part of the duties of employees and shall be assigned on a rotating basis between the hours of 0700 hours and 1700 hours. It is further understood by the parties to this agreement that when functions involving persons not members of the Saco Fire Department are being conducted in the fire station that an employee shall remain on desk watch until the conclusion of said activity. Any Captain working in a firefighter position shall do all the duties of said firefighter.

D. Response Assignments

1. Apparatus assignments shall be assigned on a regular basis with the understanding that those employees with less than twelve (12) months will not be paired with someone employed less than two (2) years of service with the City of Saco.

The shift officers, with guidance from department policy, will regularly rotate people through different apparatus depending on employee qualifications and appropriateness.

- a. The two most senior officers by rank and date of appointment shall not be assigned ambulance duties.
- b. Employees who are working on Swap Time shall assume the duties/responsibilities of the person who is the employee of record.
- c. When necessary, based on on-duty crews and qualifications, the Shift Officers may alter duties/responsibilities, if it is in the best interest of the employee and the community fire protection & EMS needs.

2. Staffing of the third ambulance begins when minimum on-duty staffing reaches ten (10) members per shift.

E. Shift Officers

1. There shall be at least two (2) officers on shift at all times. The Captain shall run the shift, except as follows:
 - a. When there is no Captain on shift, the Lieutenant will run the shift, unless Deputy is assigned to run it as OIC.
 - b. If a Captain is next on the overtime list, the Captain will run the shift.
 - c. The Lieutenants are one rank below the Captains and as such assume all duties and responsibilities of an officer.
 - d. Officer assignment shall be established by rank first, regular shift assignment (home team) second, and time in grade third.

F. Coordinator Positions

1. EMS Coordinator, Fire Training Coordinator, and Public Education Coordinator will each receive a stipend of two dollars (\$2.00) per hour.
2. The coordinator positions will have a five (5) year term. At the end of each term, the coordinator positions will be reopened. The Chief will hold an application and interview process to determine the candidates to serve in the coordinator positions for the next five (5) year term. The term for the current coordinator positions will expire on June 30, 2027.

ARTICLE 13 - NON-EMERGENCY WORK AND TRAINING

A. Work and Training Time

Any non-emergency work and training may be scheduled from 0700 hours to 2200 hours, except that in-station training by an outside instructor may continue beyond 2200 hours, excluding holidays. Excluded from the aforementioned time will be one (1) hour for lunch and one (1) hour for dinner. Saturday and Sunday may be utilized for regular station duties and training sessions.

B. Prohibited Work and Training Time

No non-routine work or training will be scheduled during the first eight (8) hours of the next shift following an emergency that occurs after midnight of the previous shift and which has duration in excess of three (3) hours, with the exception of apparatus and equipment readiness. The Shift Officer will determine when the apparatus and equipment is ready. This paragraph pertains only to firefighters having responded to the emergency and who are working the next shift.

C. No Harassment

It is expressly understood that work and training will not be used as a tool for harassment. Harassment is prohibited in connection with any employee activity including, but not limited to, relations with other employees, supervisors, prospective employees, clients, vendors, City officials, or members of the public, as reflected in the Harassment Policy in the Employee Handbook. In addition, the City will not in any instance tolerate bullying behavior or harassment as reflected in the Non-Bullying Policy in the Employee Handbook.

ARTICLE 14 - DETAILS TO OTHER CITY DEPARTMENT OR UTILITY COMPANIES

Employees shall not be detailed to other City departments or public utility companies except in the event of an emergency affecting the health, safety, and welfare of the City and its inhabitants or in the case of a mutually agreed upon light duty assignment (See article 10, section 2 and article 16, section C). A labor dispute shall not be deemed an emergency. The term “detailed” shall not be construed to prohibit the assigning of employees operating Fire Department vehicles and pumps to other City departments for non-firefighting purposes. Mutual aid shall not be deemed “detailing”.

ARTICLE 15 - WAGES

A. Wage Scale

The wage scale is as attached in Appendix A to this Agreement.

B. Pay Days

Employees will receive their paycheck every other Friday.

C. Direct Deposit

Employees will have their entire paycheck deposited directly into accounts they designate.

D. Overtime Lists & Procedures

Overtime lists will be maintained in the following categories.

1. Regular Overtime: An open shift, expected to be greater than 5 hours in duration, which may be filled by any qualified employee.
2. Short-time Overtime: An open shift, expected to be 5 hours or less hours in duration, which may be filled by any qualified employee.
3. Mandatory Overtime: An open shift, any length in duration, in which no qualified employee has been found voluntarily from the regular or short time overtime list.
4. Officer Overtime: An open officer’s shift, any length in duration, which must be filled by an

officer due to regular shift officers being out.

5. **Mandatory Officer Overtime:** An open officer's shift, any length in duration, which must be filled by an officer due to regular shift officers being out, where no officer has been found voluntarily from the Officer Overtime list.
6. **Overtime List Procedures:** All overtime will be offered, and lists maintained in the following sequence. Both parties, the Fire Chief and Local 2300, reserve the right to modify this procedure without reopening the contract.
 - a. Overtime will be offered on a seniority rotation basis.
 - b. The Shift Officer will start at the top of the appropriate overtime list, going down the list until a qualified volunteer is obtained for the shift. A line indicating where the overtime offering stopped will be drawn.
 - c. Subsequent overtime offers will begin at the next qualified employee down the list, from where the line was last drawn. (For regular Overtime, refer to the "on Duty Exception" below).
 - d. If no employee is obtained voluntarily and the list is exhausted, the Shift Officer will resort to mandatory overtime.
 - e. When offering overtime, the Department shall utilize daytime [0700-1900] and nighttime [1900-0700] phone numbers provided by the employee. It shall be the employee's responsibility to update the daytime and nighttime phone numbers whenever necessary. All overtime sheets and phone numbers will be kept in an overtime notebook.
 - f. If there is no answer when placing a phone call, the Officer will leave a message or page if possible, regarding overtime availability. If there is an immediate need and the Shift Officer receives no response to the page or message within five (5) minutes, then the employee will be considered unavailable and the next person on the appropriate list will be contacted. The Shift Officer may allow longer callback times if scheduling allows: if there is more than three days between the time of calling and the shift available, the minimum time given before moving to the next available person will be twenty (20) minutes.
 - g. Shift Officer or Administrative Staff will call for Foreseen Overtime
 - h. When an employee is offered a shift, their named line on the list will indicate one of the following:
 1. Date and hours of shift worked.
 2. Refused – when the employee is contacted and refuses the shift.
 3. Not Available – when the employee is unable to be contacted or is responsible for creating the overtime.
 4. On Duty – when the employee cannot work the available shift because they are working their regular shift or working a swap for another scheduled employee. The box indicating OD on their named line will be circled and the date/hour line will be left blank.

7. On Duty Exception: When an employee cannot work a regular overtime shift due to already working their regular shift or swap for a scheduled employee, they will be afforded a first offer for the next Regular Overtime offering. There will be no On-Duty Exception for anything other than Regular or officer Overtime. When filling a Regular Overtime shift, the shift officer shall first refer to the On Duty column above where the line was last drawn on the list. Employees with a circled On-Duty box will be offered the shift first, on a seniority basis. Once the shift has been offered to an employee with a circled On-Duty box, the box will be crossed off unless they are unable to work due to being on duty again. In the event that the list rotates to the same on-duty employee again the new on-duty box will be circled. If there are no employees with circled On-Duty boxes, or all such employees are unavailable to work the offered overtime, the list will resume at the next employee down the seniority list from where the line was drawn.

8. Foreseen Overtime

Foreseen overtime, such as fill-ins for openings during vacation, will be filled at least twenty-four (24) hours in advance, when possible. Foreseen overtime will be in twelve (12) hour increments. When a Chief Officer is acting as the OIC, the increments may vary.

Foreseen overtime will be filled at least twenty-four (24) hours in advance starting with the employee next up for overtime, the officer will tell the employee what open shift(s) are available. The employee may choose any one of the available shifts. The officer will write the employee's name on the worksheet for the shift and fill in the normal info on the respective overtime list. The officer will continue down the respective overtime list in this manner until all foreseen overtime shifts on the worksheet are filled. The on-duty exception will not be used except for an employee who is only offered a single (the last available) foreseen overtime shift, and the employee is unable to work said shift due to being on duty as outlined in this article. Mandatory overtime may be used to fill foreseen overtime shifts if the regular or officer overtime list is exhausted and open shifts remain.

9. Holdover Overtime

Unforeseen immediate need overtime will be offered to the individual on-duty/ going off-duty that is responsible for the position being covered. If that individual refuses, it will be offered to the remainder of the crew by seniority. If the remainder of the crew refuses, then the individual responsible for the open position may be forced to stay until a replacement can be hired from the list. If the immediate needed overtime is anticipated to be longer than five (5) hours, then short time overtime will be offered to the off-going crew until relief can be hired from the regular overtime list.

10. Sick Coverage Overtime

Whereas self and family sick leave are typically used in twelve (12) hour increments but may be used by the hour, an employee working overtime to cover self sick leave will work the hours as offered. Employees being offered over time to cover family sick will be advised they are covering family sick and will be released as soon as that employee reports to work.

11. Mandatory Overtime

If an employee who is contacted for voluntary overtime is next on the mandatory list, then they may be notified that they are on “standby” for mandatory overtime. As a result, the employee will be required to remain available for a period of up to one and one-half (1½) hours. In the event mandatory overtime is not required, the department will notify the employee and pay for time spent on standby. The standby employee will notify the Shift Officer of a contact number they can be reached during standby and will remain available.

Employees contacted for mandatory overtime and are unable to work due to illness may be required, at the Chief’s or Deputy’s discretion, to verify their illness with a doctor’s note, at the City’s expense.

The City may verify the unavailability of an employee by making telephone or personal contact with the employee during the period that mandatory overtime was needed.

An employee working mandatory overtime will work the entire shift, unless voluntary relief is available earlier.

Employees on approved leave time shall not be subject to mandatory overtime. Leave time shall be defined as: the period between completions of employees’ last regularly scheduled shift prior to approved leave time until returning for their next regularly scheduled shift following approved leave time (including vacation and/or swap time).

12. Assigned Date of Overtime

When an employee is assigned an overtime shift, the date and times of the shift will not be moved or changed. The next employee on the overtime list will be offered the next available shift, regardless of the chronological relationship to the previous overtime shift offered.

13. Computation of Overtime

Employees will be paid for work hours performed in excess of their 42-hour workweek at the overtime rate of one and one half (1½) times their regular hourly pay rate. Double-time, at a rate of two (2) times their hourly rate of pay, will be paid for any mandatory overtime in which the employee is required to report to work within a 4-hour period of notification or an employee is on-duty and held over (on Mandatory Overtime) to the next shift. The averaging method for determining hours worked will be used in section A of this agreement for the purposes of computing overtime.

For the purpose of computing overtime, weekly hours worked will not include time compensated for sick leave, except in a week where an employee is forced in, or when sick leave is used for an on-the-job injury covering the period prior to Workers Compensation repayment.

E. Box Alarms

Employees who are called to duty because of box alarms shall receive four (4) hours at the rate of one and one-half (1 1/2) times their hourly rate for the first hour or part thereof. Each additional hour of duty or part thereof shall be paid at the rate of one and one-half (1 1/2) times the hourly rate of each employee. It is expressly understood that employees returning to duty in response to a box alarm shall be dismissed by their commanding officer as soon as the emergency has passed. It is expressly understood that hours worked on call-ins for box alarms shall not be added to the hours worked pursuant to §15 Computation of Overtime of this Article for the purpose of calculating overtime. All Box Alarms will be called at the discretion of the Officer in Charge.

F. Training

Any employee scheduled to attend EMS or Fire training which is canceled through no fault of the employee, shall be paid two (2) hours at time and one-half (1 1/2) for said cancellation. If the cancellation occurs more than 48 hours prior to the training, the employee will not be compensated. Any compensation received by the employee for being a witness shall be assigned to the City.

G. Educational Incentive

1. As an educational incentive to further professional training and educational advancement, any employee who successfully completes a Fire Science or related course of study or class recognized by the State Board of Education as credible, shall be reimbursed by the City for the cost of textbooks and tuition incurred only when such study is previously approved by the Chief. Successful completion is defined as receiving a passing grade. An employee shall receive pay for said study only when it is made mandatory by the Chief and said employee has participated in the above.
2. Approved degree levels are: EMS; Fire Science and Fire Administration; Business Administration/Management; Public Administration, Human Resources Management, and Degrees related to Health/Wellness/Nutrition/Exercise. Please refer to the wage appendix (Appendix A) for the rates.

H. Clothing Allowance

1. Fiscal Allowance - \$400

All employees shall be allowed up to four hundred dollars (\$400.00) for the fiscal year for clothing, including shoes, due to change of uniform or the present uniform is worn or damaged in the line of duty. The employee will be responsible for necessary expenditures in excess of four hundred dollars (\$400.00). All purchase requests must be made by May 31st to receive the allowance during that fiscal year.

2. Purchase Orders

Clothing purchases will be approved by the Chief or Deputy. Approved purchases will be confirmed by a City purchase order, which will be provided to the recipient employees, who can elect to pick up the clothing approved or have the City purchasing agency order the approved clothing or effect delivery. Clothing that has been purchased by the City will be worn while on duty only. Employees who are found wearing clothing issued by the City when off duty may be subject to disciplinary action by the Chief.

3. Uniform Items

Approved purchases shall include summer shirts (short sleeve uniform shirt and/or polo shirt), winter shirts, pants, shoes, boots, hats, baseball caps, winter jackets, summer jackets, tee shirts, sweatshirts, and coveralls. Ambulance personnel shall be provided jackets, which will be standardized and approved by the Chief. The ambulance jackets will not be charged to the four hundred dollar (\$400.00) clothing allowance.

4. Damaged Uniforms

Damaged uniforms will be ordered within thirty (30) days of notification to the Chief or designee. The City will replace or repair any uniform, including shoes that are damaged in the line of duty. Management must be notified of incidents when they occur.

5. Gear

The City shall supply each employee with all necessary firefighter gear, all badges, and insignias, including one (1) set of E.M.T. collar insignias.

6. Uniform Committee

The Union shall choose three (3) employees to be known as the uniform committee. It shall be the duty of said committee to recommend to the Chief uniforms, costs, and vendors. It shall be the duty of the Chief to receive and consider recommendations from the uniform committee, and then choose the Department's uniform at the discretion of the Chief.

7. Additional Uniform Items and Gear

An employee may purchase, with the Chief's approval, various personal firefighting and EMS gear including helmets, flashlights, stethoscopes, boots, etc.

I. Business Travel and Reimbursement

The City will reimburse employees who are on authorized City travel who use his/her vehicle at the IRS rate.

J. Firefighter Recall

A firefighter recall will be initiated when the officer in charge determines that a situation exists (see department policy).

1. A firefighter recall may be initiated to sufficiently staff frontline apparatus during multiple emergencies. Pursuant to department policy the first two firefighters with a twenty minute or less arrival time to Central to call dispatch and notify dispatch of availability will be compensated three (3) hours at time and one half their hourly compensation rates for the first hour, and at time and one half their hourly compensation for actual time spent after the first three hours.
2. It is expressly understood that employees returning to duty in response to a box alarm shall be dismissed by their commanding officer as soon as the emergency has passed. It is expressly understood that hours worked on call-ins for box alarms shall not be added to the hours worked pursuant to this Article for the purpose of calculating overtime.

ARTICLE 16 - INSURANCE AND BENEFITS

A. Medical Insurance

The Employer shall participate in the Maine Municipal Employees Health Trust (MMEHT) PPO-500 plan with an Health Reimbursement Arrangement (HRA).

The City of Saco provides tax-free reimbursements of qualified medical expenses through the Health Reimbursement Arrangement (HRA). The HRA is integrated with its current group health plan and is funded 100% by the City. The account is set up to reimburse employee single coverage or employee and dependent coverage at a rate of 75% of the total required health benefit out of pocket expenses. Commencing on January 1 the HRA accounts are updated. However, the new calendar year funds are incorporated at the time of the first calendar year payroll. The HRA funds shall be used in full prior to employees using their own funds to cover out of pocket expenses.

If the City changes plans, it must be to a plan that is equal to or better than the PPO 500 with the HRA provided herein.

The City and the employees will split the cost of health insurance monthly premiums on an eighty (80%) percent City and twenty (20%) percent employee basis for all of the coverage levels (single,

family, employee with children and employee and spouse).

Employees who show proof of health insurance outside the City of Saco may opt out of City insurance and be eligible for a bi-weekly reimbursement of \$150. Employees who lose outside insurance coverage due to divorce, death of a spouse or spouse's termination will be allowed back into the City's insurance plan, based upon the plans requirements/limitations. The employee must show proof of outside coverage a minimum of once per year and at other times as requested.

B. Dental Optical Fund

The City agrees to provide a dental and optical fund of a total of three hundred twenty-five dollars (\$325) per year per full-time employee from which each employee may draw for both dental and optical expenses upon presentation of bills for dental and optical services performed on the employee, spouse living in the same household, or dependent children up to eighteen (18) years of age or twenty-six (26) years of age if a full-time student.

The union may choose instead of the above-mentioned dental/optical fund a dental insurance plan which would be effective July, 1, 2010. If so chosen by the union, the City will provide the employees with a dental program with an optional optical insurance rider, provided the City is able to meet the participatory requirements of the plan. The above mentioned \$325 shall be contributed towards the cost of their elected premium and the employee shall pay the remaining cost. If an employee can provide documentation that they are covered under another dental plan, the employee shall be entitled to the \$325 stipend as outlined above.

C. Short-Term and Long-Term Disability Insurance

The City of Saco provides Short-Term and Long-Term disability insurance for an illness or injury that occurs outside of work. Except for unforeseen circumstances, such as an emergency, prior to going out on any disability, employees will meet with Human Resources to understand their benefit deductions and payment plan. All these provisions will be in accordance with the insurance policy.

Coverage for new hires will be effective on the first of the month following the date of enrollment.

Short-Term Disability Insurance

The City of Saco provides Short-Term Disability Insurance to all employees working a minimum of 30 hours per week.

If a covered illness or injury keeps you from working, this employer-paid short term disability insurance replaces part of your income while you recover. For short-term disability, the City's Income Protection Vendor covers 66.7% of the weekly gross salary up to \$1,000 per week. To supplement the short-term coverage, an employee may use their accrued sick time first and then accrued vacation time if the employee chooses to make their check whole for each week.

The elimination period for short-term disability coverage is 14 calendar days. Employees can use their available sick and vacation accruals to cover the elimination period.

The benefit duration is up to 24 weeks for an eligible illness or injury, and six weeks for the birth of a child.

Long-Term Disability Insurance

The City of Saco provides all full-time employees working a minimum of 30 hours or more per week long-term disability benefits.

The benefit pays a maximum of 60% of an employee's monthly salary up to a \$1,000 maximum monthly benefit. Employees can buy additional long-term disability coverage during open enrollment or as a new hire. The total monthly benefit purchased cannot exceed \$6,000.00.

The elimination period for Long-Term Disability insurance is 180 days.

An employee transitions from short-term disability to long-term disability after 24 weeks. The benefit duration for long-term disability is up to the social security normal retirement age while the employee is considered disabled.

Use of Accruals

Employees utilizing such leave may use any available accrued vacation, sick, and/or compensation time during such period(s). Employees should determine which paid leave they wish to use and a fixed amount to use each pay period with Human Resources and Payroll prior to going out on leave.

Maintenance of Benefits

An employee shall be entitled to maintain group health insurance coverage on the same basis as if he/she had continued to work at the City. To maintain uninterrupted coverage, the employee will be required to continue paying his/her share of insurance premium payments. If an employee is receiving concurrent vacation, sick, or compensatory time, the premium will be deducted from the paycheck, as is normally the practice. The City will bill for benefits premiums in the case that the employee is unpaid. Employees may opt for an automatic ACH withdrawal to cover benefits costs. The payment shall be made by the 15th of each month. If the employee's payment is more than sixty (60) days overdue, the City will no longer maintain the coverage.

Vacation, sick, and holidays will not accrue beyond the twelve (12) month leave period, consistent with the contract.

D. Immunizations

The City further agrees that it will pay for necessary shots, immunizations, and titers for employees as long as these vaccinations are required due to the nature of the work performed for the Department.

E. Section 125 and Flexible Spending Account

The Employer will make available a Section 125 Plan for payment of medical insurance premiums. In addition, qualified medical expenses and dependent care spending accounts will be available to employees. Employees will be eligible for the maximum allowable coverage per calendar year for medical expenses which will be communicated during the annual open enrollment period.

F. Retirement

All full-time employees can participate in the Maine State Retirement System or the City's own

retirement programs: the Empower 457 Deferred Compensation Program, the MissionSquare 457 Deferred Compensation Retirement Plan or the MissionSquare 401(a) Money Purchase Retirement Plan, as provided by state statute and State Retirement and/or adopted by the City Council. The city shall contribute to only one of the above at a level equal to 5% of the employee's gross wages. (Gross Wages are defined by Internal Revenue Service Publication 525 as follows: "Gross Wages is everything received in payment for services including wages, salaries, commissions, fees, and other forms of compensation such as overtime, bonuses, and fringe benefits) with the exception of Maine State Retirement where the City shall contribute the applicable percentage established by the Maine State Retirement System on an annual basis. Employees are able to select from the following:

1. Maine State Retirement

Participants of Maine State Retirement and future new enrollees may also contribute to the 457 plans noted but not to the 401(a) plan. However, no employer contributions are to be made to this additional retirement plan. Employees enrolled in the Maine State Retirement, in accordance with 5

M.R.S.A. §5 (1121.4) may retire after twenty-five (25) years of creditable service. Effective July 1, 2020, current participants will move from Plan 3N to Plan 3C. All new enrollees will participate in Plan 3C. Both the City and the Association agree that the City has no retroactive obligations related to the change in the Maine PERS retirement change from the 3N to the 3C Plan.

2. MissionSquare

The City will offer to all its eligible full-time employees the option of participating in the 401(a) Qualified Retirement Plan with MissionSquare. If an employee chooses to participate in this plan, the City's 7% contribution shall be contributed to this plan. The employee shall make a mandatory contribution of 5% of their gross wages.

3. Empower Deferred Compensation Plan

All full-time employees are offered the option of participating in the 457 deferred compensation plan with Empower. If the employee chooses to participate in the said Plan, the City shall contribute 5% of the employee's gross wages and the employee can also contribute an additional amount as allowed by federal regulations.

4. MissionSquare 457 Plan

The City will offer to all its full-time employees the option of participating in the 457 Retirement Plan. The employee has the option to have the City contribute its 5% of his/her gross wages and/or the employee can contribute an additional amount as allowed by federal regulations.

Enrollment requirements, employee contribution (for the Maine State Retirement System only), city

contribution and benefit provisions shall be determined by state statute and/or City Council action.

ARTICLE 17 - RESIDENCY CLAUSE

Members of the Saco Fire/EMS Department shall have the right to live outside the city limits. There will be no requirements made on the employee's place of residence by mileage, municipality, 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.

ARTICLE 18 – POLITICAL ACTIVITIES

No employees shall participate in any political activity which would conflict with the performance of their functions and duties. Employees must not promise favors as a reward for the political activity of others. City employees shall not circulate petitions or campaign literature for elective City of Saco officials or in any way be concerned with soliciting or receiving subscriptions, contributions, or political service from any person or for any political purpose pertaining to the government of the City while they are working on official time for the City.

ARTICLE 19 - FAILURE TO HOLD VALID LICENSE

It is agreed that any employee may be suspended without pay if said employee shall fail for whatever reason, to have a valid license to operate a motor vehicle in the State of Maine, or if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked and shall receive no seniority time during such suspension. Restoration to service shall depend in part upon maintain or obtaining the privilege to operate a motor vehicle in the State of Maine.

ARTICLE 20 - DISCIPLINE AND DISCHARGE

A. Progressive Discipline

1. Oral Reprimand
2. Written Reprimand
3. Disciplinary Probation
4. Suspension
5. Demotion
6. Discharge (after proper hearing)

The above listed actions or measures need not be applied in sequence depending on the severity of the offense or infraction

B. Disciplinary Reasons

All disciplinary actions shall be for just cause and subject to the grievance procedure. In the event of a discharge an employee must first be afforded a discharge hearing whether they request it or not. This hearing shall be used to determine that just cause exists for discharge. Employees who are hired with the expectation that they will obtain certain licenses, for example Paramedic and Firefighter I, and do not obtain these licenses shall be subject to termination. Employees may have up to one year from the time when educational opportunities are available to obtain these licenses; however, the Fire Chief may determine the employee should have obtained these licenses prior to the one-year period and therefore be subject to termination during the one-year grace period.

At the Fire Chief's discretion, all employees are required to maintain their highest certification, such as Paramedic, Firefighter II, while employed by the Saco Fire Department. Failure to maintain this certification shall be considered just cause for termination.

C. Personnel Files

All disciplinary infractions placed in the employee's personnel file which are received for an infraction which is less than a suspendable offense, shall be purged from the file if there is no discipline offense within the next twelve (12) months subsequent. All serious reprimands, including dismissal, shall be purged from the file if no reoccurrence or disciplinary action is received by an employee within an eighteen (18) month period subsequent to the serious offense.

ARTICLE 21 - 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 an employee and/or Union complaint concerned with:

1. Discharge, suspension, or other disciplinary action.
2. Interpretation and application of Department rules and regulations.
3. Alleged violations of any of the terms of this Agreement
4. 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 or Representative

The Union and/or the employee shall verbally discuss the alleged violation with the Chief or their representative within thirty (30) days or knowledge thereof. If the grievance is not settled at this meeting, the grievance shall move to Step 2 within fifteen (15) days.

Step 2 - Chief

The Union shall submit the details of such grievance in writing to the Chief. Within fifteen (15) days thereafter, the Chief shall meet with the Union for the purpose of adjusting or resolving such grievance. Said answer shall be in writing within ten (10) days.

Step 3 - City Administrator

If such grievance is not resolved ten (10) days after meeting with the Chief to the satisfaction of the Union, the Union may submit such grievance in writing within fifteen (15) days after said meeting to the City Administrator. The City Administrator shall meet with the Union and the Chief within ten (10) days after the Step 2 meeting. The City Administration will have ten (10) days to render a decision. The decision shall be in writing.

Step 4 – City Council

If the Union is not satisfied with the City Administrator's decision, the Union will request a presence with the City Council in Executive Session. This request is to be made within ten (10) days of receipt of the City Administrator's written decision. The Council will render its decision as a majority vote of the Council upon completion of its executive session.

Step 5 - Arbitration

If the Union is not satisfied with the City Council's decision, an arbitrator will be selected. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Union and the City Administrator 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 or the Maine Board of Arbitration and Conciliation. The decision of the arbitrator(s) shall be binding and final on the parties, 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.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Union and the City. 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 22 - HEALTH AND SAFETY

A. Rules and Regulations

The Union recognizes the right of the City to establish reasonable rules and regulations for the safe, sanitary, and efficient conduct of the City's business and reasonable penalties for the violation of such rules and regulations.

B. Occupational Safety and Health Act

The City is responsible for meeting safety standards, which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970, as well as other federal and state laws. Noncompliance with the Act may result in fine and penalty to the City.

C. Safety Devices

The City shall provide proper safety devices for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

D. Vehicles and Equipment

If an employee deems a vehicle or equipment to be unsafe, they shall notify their superior who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

E. Health & Safety

Any employee involved in any work-connected accident shall immediately report the accident and any physical injury sustained to their immediate officer in charge. Said report will be made on a proper form provided by the City.

The City of Saco and IAFF Local 2300 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, the safety, welfare, and health of all department personnel, and the integrity and reputation of the Fire Department.

The City will implement the drug and alcohol policy in the Employee Handbook. However, instead of random drug and alcohol testing, the City will test fire department employees based on reasonable suspicion. Reasonable suspicion testing may be based upon, among other things, as reflected in Appendix C: Substance Testing Procedure in the Employee Handbook;

1. Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug;

2. A pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
4. Information provided either by reliable and credible sources or independently corroborated; or
5. Newly discovered evidence that the employee has tampered with a previous drug test.

Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard.

The Fire Chief or a Deputy Fire Chief must make the determination that a reasonable suspicion exists prior to initiating testing. It is understood that a City police officer may be called upon to administer a drug and alcohol test.

F. Failure to Meet Physical Requirement or Medical Test

If an employee fails to meet any physical requirements of medical test(s) required for employment by the Fire Department, the employee will have up to twelve (12) months from the date of injury/incapacity to overcome limitations; and if the employee is ultimately unable to meet such requirements, then the City will make reasonable efforts to place that employee in a suitable position elsewhere in the City, otherwise the employee will be subject to non-punitive termination.

G. Physical Fitness Incentive

Local 2300 and the Fire Chief reserve the right to create and implement a mutually agreed upon physical fitness incentive procedure by July 1, 2023, without reopening the contract

ARTICLE 23 - NON-DISCRIMINATION

The Civil Rights Act of 1964 prevents discrimination in the workplace. Any discrimination based on a protected class status is illegal with regard to race, religion or belief, national origin, social origin, or ethnic origin, sex (including pregnancy), age (over 40) physical, mental or sensory disability, sexual orientation, gender identity and/or expression, marital, civil union or domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, whistleblower status as well as arrest and court record and any other status protected by state and federal law. All such complaints will be addressed and, if necessary, appropriate action will be taken.

Employees should report any discrimination immediately to the Chief, Human Resources, or the City Administrator, and are protected from retaliation in any form. All complaints of retaliation will be investigated, and prompt remedial action will be taken. Any report of alleged harassment or discrimination that is made in a knowingly false or clearly frivolous manner is prohibited, will not be tolerated, and will be appropriately addressed should it occur, including possible disciplinary action.

ARTICLE 24 - SAVINGS AND SEPARABILITY

If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The City and the Union agree to meet and negotiate a replacement clause thirty (30) days of the declaration of invalidity of such clause.

ARTICLE 25 - SMOKE FREE WORKPLACE

There will be no smoking of tobacco products within city-owned or leased vehicles or buildings, including offices, hallways, bedrooms, restrooms, lunchrooms, elevators, meeting rooms, community areas, and garage per state and federal laws.

ARTICLE 26 - LABOR MANAGEMENT AGREEMENT

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

ARTICLE 27 - DURATION

This Agreement shall be effective July 1, 2022, and continue in full force and effect until June 30, 2025, or until a new Agreement is signed, whichever is later.

The execution of this Agreement shall serve as the required one hundred twenty (120) day notice to negotiate a successor Agreement in accordance with 26 M.R.S.A. §965 (E).

The parties have hereby caused their names to be subscribed by their duly authorized representatives as of this day and year.

IN WITNESS WHEREOF, the parties hereunto set their hand this _____ of _____ 2022.

For the City:

For the Union:

City Administrator

Union Representative

Fire Chief

APPENDIX A - WAGE SCALE

	FY22	FY23 (5%)	FY24 (4%)	FY25 (4%)
Captain	26.68	28.01	29.13	30.30
+ Advanced	29.02	30.47	31.69	32.96
+ Paramedic	30.34	31.86	33.13	34.46
Lieutenant	25.46	26.73	27.80	28.91
+ Advanced	25.79	27.08	28.16	29.29
+ Paramedic	27.12	28.48	29.62	30.80
Firefighter	22.97	24.12	25.08	26.09
+ Advanced	23.30	24.47	25.44	26.46
+ Paramedic	24.63	25.86	26.90	27.97
(Probation)	20.69	21.72	22.59	23.50
+ Advanced	21.02	22.07	22.95	23.87
+ Paramedic	22.31	23.43	24.36	25.34

Longevity

In addition to the above, employees will receive their step increases on July 1st of each year for the anniversary to be attained during the fiscal year. The base rate of pay is defined as the base salary rate including any educational incentive pay. The longevity increases are calculated by compounding the percentage rates as the employee reaches the associated service milestones and respective tenure. Longevity will be paid as follows:

- Two percent (2%) for over four (4) years of service
- Two percent (2%) (total 4%) for over eight (8) years of service
- Two percent (2%) (total 6%) for over twelve (12) years of service
- Two percent (2%) (total 8%) for over sixteen (16) years of service
- Two percent (2%) (total 10%) for over twenty (20) years of service

A. Coordinator Positions (per hour)

- a. EMS Coordinator \$2.00
- b. Training Coordinator \$2.00
- c. Public Education Coordinator \$2.00

B. Education Incentive (per hour)

- a. Certificate of Fire Science or EMS \$0.25
- b. Associates Degree \$0.40
- c. Bachelor’s Degree \$0.50
- d. Master’s Degree \$0.60

C. Lateral Transfer

The Chief may approve a wage accrual rate that considers up to nine (9) years of relevant work experience and education during the hiring process and be placed up to five (5) years for vacation accruals.

D. Physical Fitness Incentive

If an employee satisfies the parameters of the physical fitness incentive, they will receive a \$1500 bonus in their first paycheck in December.

APPENDIX B - ABSENTEEISM POLICY

Section 1: Purpose:

The purpose of this appendix is to establish and maintain by mutual consent of the parties, a policy that identifies unacceptable use and misuse of the leave privileges and/or benefits outlined in this Agreement. The parties recognize that regular scheduled attendance is a condition of employment for unit employees with the City of Saco.

Section 2: The objectives of addressing absenteeism are to:

- a. Improve productivity through better attendance.
- b. Minimize costs associated with employee absences due to sick leave.
- c. Maintain overall agency morale by ensuring each employee meets his/her own work requirements.
- d. Standardize sick leave procedures.
- e. Communicate supervisor's expectations of sick leave usage.
- f. To ensure consistency with the provisions of the Collective Bargaining Agreement.

Section 3: Policy Statement:

The Parties recognize that employees may use sick leave to be absent from work as a result of their own illness or injury or immediate family members pursuant to this agreement. The employee may have the ability to use other accrued paid leave to accommodate these periods of illness or injury.

Section 4: Absenteeism Guidelines:

Unit employees with accrued sick leave balance shall be allowed to utilize such sick leave as outlined in this Agreement that include and may not be limited to the following:

- a. Personal Illness or Disability
- b. Family Illness or Disability
- c. Maternity, Medical and Extended Duty Injury Leave
- d. Medical and Dental Appointments

Section 5: Sick Leave Misuse:

If the City believes sick leave is being misused, it may require the employee to furnish substantiating evidence or statement from their physician certifying that absence from work was required due to one of the reasons listed above. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive workdays pursuant to this agreement.

- a. The City shall have the right as its discretion to verify the report of the attending physician concerning the illness or disability of an employee and to require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness or disability.
- b. As a result of such physician's statements and examinations, the City may approve or deny an employee's sick leave requests, and establish limits and conditions for any further approved sick leave connected with the same illness or disability.

- c. Use of sick leave or other benefit is subject to approval by the Fire Chief and/or his designated representative. All leave requests shall be used for the manner intended.
- d. Each day of an unexcused leave of absence shall be considered an occurrence. When a physician's note or other approved documentation is provided, the absence will not be counted as an occurrence. The following occurrences shall be subject to progressive discipline as outlined in the Collective Bargaining Agreement.
 - 1. Three (3) unexcused occurrences within three (3) months.
 - 2. Five (5) unexcused occurrences within six (6) months.
 - 3. Seven (7) unexcused occurrences within twelve (12) months.

Section 6: Regulatory Compliance:

In applying this policy, the City shall comply with the requirements of local, state and federal anti-discrimination laws and any other personnel laws, administrative civil service regulations, or provisions of the collective bargaining agreement that may exist.

Section 7: Disputes:

Disputes arising as a result of implementing the terms and conditions of this appendix will be processed through the negotiated grievance procedure as outlined in Article 20 of this agreement.

APPENDIX C - MISSION, VISION, CORE VALUES

Section 1: Mission Statement:

The Saco Fire Department is committed to enhancing the quality of life for present and future generations of our community. We protect lives and property through Public Education, Fire Suppression, and Emergency Medical and Rescue Services.

Section 2: Vision Statement:

- We will strive to be role models in the community and leaders in our profession.
- We will be accountable to those we serve, each other and any Fire Service Organizations we interact with.
- We are committed to providing the best public service through innovative training, education, and equipment.
- We will take the Saco Fire Department into the future through productive teamwork, open and honest communication, and participative decision-making throughout the organization.
- We are committed to our values, mission, and dedicated to our fire service profession.
- Our organization is driven to provide a cost-effective and efficient Fire Department while honoring our values, accomplishing our mission, and achieving our goals.

Section 3: Core Values:

- **Prepared for Duty** – This means that our members will do everything possible to ensure that our organization is at an optimum state of readiness when called upon to respond at a moment's notice. Our team members will be properly trained, equipped, supported, and focused on safe immediate response and services.
- **Serving with Integrity** – This relates to how we do our business. We acknowledge that truth and trust are the foundations of relationship building and delivery. All of our members will work hard every day to maintain the highest professional standards and to earn the public trust through their actions.
- **Responding with Compassion** – Our organization is a people-oriented service organization focused on helping those in need. All of our members will provide the highest level of fire prevention/suppression, emergency medical response services and other emergency related services with the utmost compassion and caring to anyone in need.

Committed to Professional Excellence – The Saco Fire Department will provide its members with the means, skills, and education to provide outstanding professional services. This organization will achieve this excellence through a commitment to quality, respect for each individual, and a workplace that is free of harassment, discrimination, and retaliation.

APPENDIX D: PRESERVED PRIVILEGES

The following privileges, which have been in effect in the Department, will not be abridged for the life of this Agreement in a manner contrary to this Agreement or this addendum.

1. The right to store bicycles and motorcycles if space available in the back of the station and the City is not responsible for any damage done to the employee's properties and when the owner is on duty.
2. The right to have soda, or other machines in the Department on a space available basis with revenue going to Local 2300.
3. The right to have one employee go to the store when necessary and appropriate to do so.
4. The right to have at least one (1) television downstairs and at least one (1) upstairs.
5. The right to have audio equipment in quarters provided the volume is kept low.
6. The right to use existing recreation equipment on and off duty time subject to provisions of Article 13.
7. The right to have beds and bedding supplied by the City.
8. The right to maintain coffee and other kitties.
9. The right to walk and exercise in the yards while on duty provided all work and/or training is completed.
10. The right to sit at the front of the station when all work has been completed.
11. With the OIC's permission, the right to wash and clean vehicles as long as it is 40 degrees Fahrenheit outside and do minor work on cars in the station yard while on duty and in back bays provided all work and training is done, that the vehicle does not block equipment access, and that the vehicle is removed immediately after the employee's shift. Minor work on vehicles is defined as regular work which the unit members perform on department vehicle.
12. The City shall purchase and maintain suitable lounge chairs for the recreation room on the second floor of the station house.
13. Seniority will determine choice of night quarters.
14. The right to wear Union insignias on the uniform.
15. Abuse of any of the above can lead to their withdrawal as privileges on an individual or group basis.

APPENDIX E: NEW ARTICLE 8 – PROMOTIONS

(Effective November 1, 2023, Article 8 as drafted below will replace Article 8 herein)

ARTICLE 8 - PROMOTIONS

A. Eligibility

1. To be eligible to take a promotional examination for the position of Lieutenant, an employee must have served a minimum of four (4) years of full-time continuous service in the Saco Fire Department. Any member who will become eligible for the promotion during the two-year period that the written exam is valid may take the exam. Final eligibility will be determined by the date in which the Fire Chief is notified in writing of a vacancy.
2. To be eligible to take a promotional examination for the position of Captain, an employee must be currently working as a Career Lieutenant in the Saco Fire Department. Any member who will become eligible for the promotion during the two-year period that the written exam is valid may take the exam. Final eligibility will be determined by the date in which the Fire Chief is notified in writing of a vacancy.

B. Written Exam Procedure

1. A written exam to establish the 'List of Eligible' Candidates will be administered every two years in the month of November.
2. Any member wishing to participate in written exams for promotion shall notify the fire chief in writing of their intent to take the written exam no later than October 1st in the year that the exam is being administered.
3. Written exam questions will be generated from the list of materials to be used as study guides that is posted in January of each year.
4. The test results of all exam takers for each position, Captain and Lieutenant, shall be posted on the union bulletin board within 30 days of the exam in order using each candidate's predetermined PIN or other agreed upon I.D.

C. Oral/Assessment Board Procedure

1. A Notice of Vacancy is determined by the date of formal notification (a letter of retirement or resignation), the Chief 'has notice' that said vacancy exists. The Fire Chief shall post the Notice of Vacancy on the department bulletin board within 48 hours of receiving notice.
2. The top five scorers after Length of Service and Certification Points are added to the written test scores are deemed eligible to participate in the Oral/Assessment Board.
 - a. Length of Service points will be calculated based on the department's seniority list as of the Notice of Vacancy date.
 - b. Any member who has taken the written exam will have ten days from the Notice of Vacancy to submit proof of any/all qualifying certifications, degrees, and/or records of military service to be considered for Certification points.
 - c. In the event that there are multiple officer vacancies occurring at the same time, the list of the top scorers will be increased by two, to seven candidates.

- d. If multiple promotions occur during the two-year period, the Oral/Assessment Board process will be repeated for each Notice of Vacancy to determine eligibility.
3. Within 60 days of having notice of said vacancy, the fire chief shall cause an Oral/Assessment Exam to be administered by fire department executives, from outside the department, who have been requested by the Chief to serve. The Chief or Deputy Chief will be permitted in the oral/assessment boardroom but shall not participate in the oral/assessment boardroom proceeding.

D. Scoring

- 1. The scoring of the promotional process shall be based on a maximum of one hundred (110) points.
 - a. Written Exam 40 points
 - b. Oral/Assessment 40 points
 - c. Length of Service 10 points
 - d. Certifications 20 points

- 2. Length of Service points will be determined by the date in which the Fire Chief is notified in writing of a vacancy. In calculating the above length of service, points will also be added based upon the following:
 - a. 4 -5 years 2 points
 - b. 6 - 8 years 4 points
 - c. 9 - 11 years 6 points
 - d. 12 - 15 years 8 points
 - e. Over 16 years 10 points

- 3. Certification points will be awarded for the following certifications. Any combination of certification points can be used to reach the maximum of 20. College degree points are awarded based on highest level of degree and are not cumulative. Degree points are doubled if degree is in a job-related field. Points will only be awarded for full certification, not certificates of attendance.
 - a. Firefighter II 1 point
 - b. Fire Instructor I 1 point
 - c. Fire Instructor II/EMS IC 1 point
 - d. Fire Officer I 1 point
 - e. Fire Officer II 1 point
 - f. Fire Investigator I 1 point
 - g. Fire Investigator II 1 point
 - h. Fire Inspector I 1 point
 - i. Fire Inspector II 1 point
 - j. Haz-Mat Technician 1 point
 - k. College Certificate 1 point
 - l. Military Service* 2 points
 - m. Managing Fire Officer or Fire Officer III/IV 2 points
 - n. Associate Degree 2 points
 - o. Bachelor's Degree 4 points
 - p. Master's Degree 6 points

* Military Service includes any branch of the military including national guard and reservists. In order to receive the associated point a candidate must provide the proper documentation. This certification point does not apply to those who have been dishonorably discharged.

E. Appointment of Promotion

1. The Chief shall post the top three scores and confer with the Deputy Chiefs as to the final selection. The selected candidate shall be one of the top three (3) rated employees.
2. Vacant positions shall be filled within 30 days of the completion of the Promotional process.