

AGREEMENT

BETWEEN THE

TOWN OF RUMFORD, MAINE

AND

**LOCAL #1601 INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS**

JULY 1, 2020 – JUNE 30, 2023

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PREAMBLE

This Agreement is entered into at Rumford, Maine between Local #1601 International Association of Firefighters, hereinafter referred to as the “Union and/or Unit” and the Town of Rumford, hereinafter referred to as the “Town” each in consideration of the Agreement herein contained to the other, hereby agrees to the following:

ARTICLE 1 – GENERAL PROVISIONS

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination to age, sex, marital status, race, color, creed, national origin, political affiliation, sexual preference or physical or mental disability, so long as the employee can perform, the essential functions with reasonable accommodation; if needed, where it would not be an undue hardship or present a direct threat to the health and safety of the employee or any other person. The Union shall share equally with the Town the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and where the male gender is used, it shall be construed to include male and female employees.

ARTICLE 2 – FUNCTION OF MANAGEMENT

A. Directing the Work Force

The function of the Management, except as herein otherwise provided, is the management of the work and direction of the working forces. This responsibility will include determining the scope and level of service, necessary level of funding, personnel and resources, including facilities for the fire department.

B. Selecting the Workforce

The selection and determination of the number and types of employees, including the right to create and revise job specifications, hire, suspend, or discharge for just cause and the right to relieve employees from duty because of lack of work or other legitimate reasons, is left exclusively to the Town Manager.

C. Policies, Practices and Procedures

The Chief, with the approval of the Town Manager, shall establish or continue policies, practices, and procedures for the conduct of Town business, promote, demote, or transfer within the fire department, and, from time to time, change or abolish such policies, practices, and procedures and s/he may deem necessary.

ARTICLE 3 – RECOGNITION

A. Exclusive Bargaining Agent

The Union shall be the sole and exclusive bargaining agent for all the probationary and regular uniformed employees of the Town except the Chief, for the purpose of bargaining relative to wages, hours of work, and other working conditions.

B. Non-Discrimination

The Town agrees not to discriminate against employees of the Fire Department for Union membership or lawful Union activities.

ARTICLE 4 – MAINTENANCE OF MEMBERSHIP

The Union shall have the exclusive right to payroll deduction for employees within the applicable bargaining unit and subject to the following provisions:

A. Dues Deductions

The Town agrees to deduct the Union's monthly dues and weekly benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Town by the Treasurer of the Union and the aggregate deductions of all the employees shall be submitted together with an itemized statement to the Union by the last day of the succeeding month after such deductions are made.

B. Dues Irrevocable

Authorization of such deductions shall be irrevocable during the period of this Agreement and shall be automatically renewed for successive periods except that the employee shall notify the Town and Treasurer of the Union not less than thirty (30) days nor more than sixty (60) days prior to the expiration of this Agreement if the employee wishes to stop Union deductions.

C. Indemnification

The Union shall indemnify and hold the Town harmless against any and all claims and suit which may arise by reason of any action taken in making deductions pursuant to this Article.

ARTICLE 5 – GRIEVANCE PROCEDURE

A. Definition

A Grievance shall mean any dispute as to the meaning or application of the specific terms of this Agreement.

B. Self-Representation

Nothing in this Article shall be deemed to deny an aggrieved unit employee the right to present his/her own grievance as set forth in Title 26, M.R.S.A. In such event, the Town shall notify the Union that a grievance has been filed by an employee. In addition, the Union shall have the right to be present at any meeting between the Town and the aggrieved employee filing a grievance under this section. No resolution of a grievance under this provision shall be inconsistent with the provisions of this Agreement. The Union will be provided a copy of any decision rendered by the Town under this section.

C. Class Actions

Except in the case of disciplinary actions, individual identical grievances (class actions) may be consolidated at Step 2 and processed by the Union as one grievance throughout the remainder of the procedure by mutual consent of the parties. All members of the class shall be named. Any decision rendered in connection with a consolidated grievance shall be binding on the other grievance(s).

D. Definition of Day

Days as defined in this procedure shall mean workdays, Monday through Friday, except legal holidays.

E. Time Limits

1. Twenty-one (21) days

A grievance will be considered timely if it is submitted within twenty-one (21) days from the date of the incident out of which the grievance arose. A grievance that involves matters of pay will be considered timely if submitted within forty (40) days of the reason for which the grievance arose.

2. Content of Grievance

The grievance must be presented in writing and contain a precise description of the grievance [who, what, where, when, how] with enough information contained therein to identify the specific nature of the grievance, the specific provision of the Agreement-violated, a statement of the remedial action or relief sought, i.e., the personal corrective action desired, evidence

[documentary, if available] to support the grievance, the name of the designated representative, and any additional pertinent information to support the grievance.

3. Labor-Management Committee

Any dispute that does not meet the definition of a grievance as noted in §A above, shall be referred to the Labor-Management Committee at the discretion of either party.

F. Grievance Procedure

Step 1 - Chief

An employee(s)/Union who claims to have a grievance shall present it to the Chief in writing as outlined in Section D above. The Chief shall meet with the parties to resolve the grievance within ten (10) days after receipt of the written grievance. If resolution of the grievance is not within the authority of the Chief, he/she shall so inform the grievant and his/her representative at this meeting and refer them to Step 2 of the grievance procedure.

If the resolution of the grievance is within the Chief's authority to resolve, he shall render a decision in writing within ten (10) days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employees and the employee's representative.

Step 2 – Town Manager

If the Chief's decision is unsatisfactory, the employee/Union may, within ten (10) days after receipt of the Step 1 decision, forward it to the Town Manager for action. The Town Manager shall convene a meeting with the parties within twenty (20) days after receipt of the grievance. The Town Manager shall render a decision in writing, within ten (10) days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employees and the employee's representative.

Step 3 – Select Board

If the Town Manager's decision is unsatisfactory, the employee/Union may, within ten (10) days after receipt of the Step 2 decision, forward it to the Select Board for action. The Select Board shall convene a hearing in executive session with the parties within fifteen (15) days after receipt of the grievance. The Select Board shall render a decision in writing, within ten (10) days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee[s] and the employee's representative.

Step 4 – Arbitrator(s) Selection Process

If the Select Board's decision is unsatisfactory or the parties are unable to resolve the grievance as a result of the Step 3 hearing, the Union may, within fourteen (14) days of the Step 3 response, file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance; or if the services of the Maine Board of Arbitration and Conciliation become unavailable, the parties can seek an arbitrator from either American Arbitration Association, the Federal Mediation and Conciliation Service, or a single arbitrator, whichever is available and mutually agreeable to the parties. Thereafter, in so much as possible, the arbitrator shall hold a hearing within thirty (30) calendar days, but no later than ninety (90) calendar days

Step 5 - Arbitration Procedure

The arbitrator shall confine himself/herself to the issues raised by the Union during the grievance as submitted during Step 3 and any evidence related thereto. The arbitrator shall have no authority to add to, subtract from or modify any of the provisions of this Agreement. The arbitrator shall hold a hearing and decide the issue presented within thirty (30) days, but no later than ninety (90) days of being selected. The arbitrator's decision shall be final and binding on the parties.

G. Miscellaneous

1. Arbitrability – Threshold Question

In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue as a threshold question before the arbitrator.

2. Waiver - Union

Failure by the grievant or the Union to adhere to the time limits within this grievance procedure shall terminate the grievance as null and void.

3. Missed Time Limits – Town

Failure of the Town or its representative to render a decision within the specified time shall be construed as denial of the grievance.

4. Extension of Time Limits

Time limits outlined in this article may be extended verbally but confirmed in writing and by written mutual consent of the parties.

5. Discipline Matters

Grievances concerning letters of caution or requirements, letters of reprimand, suspensions and terminations will be processed under this procedure beginning at the step above the level of management that affected the disciplinary action.

6. Expenses

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union. Each party shall be responsible for compensating its own outside representatives and expert witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE 6 - DISCIPLINARY ACTION

A. Purpose

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

B. Just Cause

The Chief or Town Manager may discipline an employee for any violation of rules, policies, procedures, and practices of the Town. Such disciplinary actions shall only be taken for just cause. Any disciplinary action taken against an employee shall be subject to the grievance procedure.

C. Discipline Steps

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

- (1) Written Reprimand
- (2) Suspension without Pay
- (3) Demotion
- (4) Discharge/Termination

The sequence described above need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge, as determined by the

Chief or Town Manager, subject to the employee's right of appeal in accordance with the provisions of Article 5.

D. Discipline Procedures

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

1. If the Town contemplates the suspension or termination of an employee, he/she may be immediately placed on paid administrative leave pending the investigation and the final determination with respect to the proposed disciplinary action.
2. The Town will make every effort to issue a written notice of the alleged offense and proposed discipline as soon as possible, normally ten (10) days after becoming aware of the incident. Days as defined in this Article shall mean workdays, Monday through Friday, except legal holidays
3. Part of this investigation shall include a discussion with the affected employee and others having information about the incident. A pre-determination meeting will take place before any employee is suspended without pay, demoted or discharged.
4. The employee will be notified in advance of the time of the investigatory interview and the pre-determination meeting, the employee is entitled to have a Union representative present. Once a representative is requested the employee will be allowed a reasonable amount of time, normally not more than five (5) days, to obtain Union representation. During this delay no further questioning of the employee will take place.
5. The employee or his designated representative will be permitted to offer their written and/or oral statement to the deciding official during the pre-determination hearing or investigation. The written statement may be submitted at the meeting or no later than five (5) days from the date of the above referenced meeting.
6. The Town will make reasonable efforts to undertake disciplinary actions in a prompt and timely manner, normally within ten (10) days after conclusion of the pre-determination investigation.
 - a. seventy-two (72) hours of the discharge taking place. Said notice shall also contain If an employee is subsequently suspended, he/she shall be notified in writing of the effective date[s], reason, and duration. Said notice shall be presented upon his/her return to work, or within seventy-two (72) hours

of the suspension taking place, whichever comes first. Said notice shall also contain a statement informing the employee of his/her rights of appeal under the grievance proceedings as set forth herein. A suspension shall be unpaid [suspended employees shall not be eligible for leave pay] and shall not exceed two (2) calendar weeks. During the period of suspension, employees shall remain obligated to pay the employee's share of insurance premiums as set forth herein.

- b. If the employee is subsequently discharged, he/she shall be informed of the reason(s) for discharge and of the effective date within a statement informing the employee of his/her rights of appeal under the grievance proceedings as set forth herein.

E. Personnel Files

All disciplinary actions 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, at the employee's request, if there is no disciplinary offense within the twenty-four (24) months subsequent to the offense. If no disciplinary action is sustained against the employee, all reference to such action will be withdrawn from the employee's official personnel file.

ARTICLE 7 – SUSPENSION OR DISCHARGE

A. Town Manager and Chief

1. Town Manager

The Town Manager shall have the right to suspend, demote, or discharge any employee from the Department for just cause. The Town Manager may demote an employee from an officer position only when this action is based on the employee's performance or competence in a supervisory position.

2. Chief

The Chief has the power to suspend any member of the Department without pay for a period not to exceed seven (7) calendar days for any one offense and for periods aggregating not more than thirty (30) calendar days in a calendar year except as otherwise provided in this Agreement. Notice of such suspension and the reason therefore shall be filed in writing with the Town Manager within twenty-four (24) hours of such action.

B. Union

The Union President and the employee involved shall be notified, in

writing, by the Town Manager, of the reason for the suspension or discharge and by the Chief of the reason for his/her suspension. The Union shall have the right to take up the suspension or discharge as a grievance at the Town Manager step of the grievance procedure.

C. Compensation

Any employee found to be suspended or discharged without just cause shall be reinstated with just compensation for all the lost time with full restoration of all other rights and conditions of his/her employment. This provision shall not be construed to restrict an Arbitrator's authority in determining his/her award.

ARTICLE 8 – COMPLAINTS

A. Public Complaints

Any complaints against an employee covered by this Agreement shall be submitted to the Chief with a copy of the complaint forwarded to the Town Manager, Employee, and Union President. If the public complaint is not set forth in an adequate writing, then within a reasonable period of time the recipient of the complaint shall take steps to assure that a genuine, authentic documentation of the complaint is made either in writing or by means of a video or audio recording. If the Chief decides the complaint should be acted upon, a hearing shall be held within seven (7) calendar days after the complaint has been sent to the employee. The Chief, the Town Manager, the Town's representative (if requested by the Town Manager), the Association Representatives, and/or the employee concerned, shall attend the hearing. The person or persons making the complaint will be asked to attend such hearing. It is understood that the Town does not have power to compel the person to attend the hearing. However, if the person or persons making the complaint fail to appear, the hearing on the complaint shall proceed despite said person's absence. Before the Town Manager takes any disciplinary action against, or resolves a grievance from an Employee based on a complaint from a member of the public, adequate investigation of the complaint shall be done to ensure that there is reliable evidence to support the proposed action. Nothing in this section shall interfere with the obligations of the Town Manager under the laws of the Town of Rumford regarding written complaints from the public received by the Town Manager.

B. Department Complaints

A formal Department complaint shall be submitted in writing to the Chief and copies forwarded to the Union President and employee. It is to be acted upon

as provided in the union grievance procedure (Article 5 of this Agreement).

ARTICLE 9 – NO STRIKE OR LOCKOUT

It is declared that the policy of the Town is to accord to the regular employees of the Department all the rights of labor, other than the right to strike, engage in a slowdown, stoppage of work or interference with the efficient operation of the Department in any way. The Town agrees that there will be no lock-out of the employees.

ARTICLE 10 – UNION RIGHTS

A. Bulletin Board

The Town agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards.

B. Union Activities

Lawful Union activities with the Chief's knowledge may take place on the employer's time and premises to consult with the Town Manager concerning the enforcement of any provision of this Agreement, with the exception of activities of the grievance committee and provided such activities do not interfere with their assigned tasks.

C. Access to Premises

The Town agrees that the accredited members of Local #1601 shall have access to Central Fire Station, provided permission is granted by the Chief.

ARTICLE 11 – HEALTH AND SAFETY

A. Policy

The Department shall adopt an official written departmental occupational safety and health policy that identifies specific goals and objectives for the prevention and elimination of accidents and occupational injuries, exposures to communicable diseases, illnesses, and fatalities.

B. Roles and Responsibilities

1. Department Responsibility

It shall be the responsibility of the Department to research, develop, implement, and enforce an occupational safety and health program that recognizes and reduces the inherent risks involved in the operations of the Department.

2. Compliance

The Department shall be responsible for compliance with all applicable laws and legal requirements with respect to the safety and health of its members and shall establish and enforce rules, regulations, and standard operating procedures for this purpose.

3. Individual Responsibility

Each individual member of the Department shall cooperate, participate, and comply with the provisions of the Occupational Safety and Health program. It shall be the right of each member to be protected by effective occupational safety and health program and to participate in or be represented in research, development, implementation, evaluation, and enforcement of the program.

C. Occupational Health and Safety Committee

An occupational safety and health committee shall be established. The purpose of this committee shall be to conduct research, develop recommendations and study and review matters pertaining to occupational safety and health within the Department. The Committee shall include the following members:

1. Department

Representatives of the Department management.

2. Union

Individual members of Local #1601

D. Equipment

All equipment purchased by the Town and used by the employees covered by this Agreement shall meet, at a minimum, the requirements of all Federal and State safety and health laws.

E. Handling of OSHA

All matters of occupational safety and health will be handled directly between the Union and the Chief. Their recommendations will be directed toward the rapid and effective solutions of all safety and health problems.

ARTICLE 12 – PROBATIONARY APPOINTMENT

A. Probationary Firefighter

The probationary firefighter shall be considered to be a regular Employee of the Department and the Town Manager, after consultation with the Chief,

shall have the right to make probationary appointments for a period not to exceed one (1) year with a three (3) month extension. Probationary firefighters shall have access to the grievance procedure during the probationary period with the exemption of termination.

B. Regular Appointment

If, within one (1) year his/her work as a probationary firefighter has been satisfactory, s/he shall, receive a regular appointment and shall receive the rate of pay for classification of Firefighter 1.

C. Dismissal

The Town Manager shall have the right to dismiss the probationary firefighter at any time.

D. Benefits

The vacation, sick leave, and pension benefits will begin at the original date of hire.

ARTICLE 13 – SUBSTITUTIONS

When any employee is assigned to cover a job carrying a higher rate of pay than his/her own, then s/he shall receive the higher rate of pay for that work, but when assigned to a job carrying a rate lower than his/her, then s/he shall receive his/her regular rate of pay. In order to be assigned to cover a job at a higher rate of pay, the employee must meet the qualifications for such position as described in the Rumford Fire Department's Rules and Regulations and Article 17§B.

ARTICLE 14 – SENIORITY

A. List

The Department shall establish a seniority list of all regular hourly employees of the Department and it shall be brought up to date of January 1st of each year and posted on the Department bulletin board for a period of not less than thirty (30) days. A copy of said list shall be given to the Union President and an additional copy transmitted to the Secretary of Local #1601. Any objection to the seniority list as posted shall be reported, in writing, to the Chief, within ten (10) days after said posting or it shall stand approved.

B. Seniority Defined

Departmental seniority shall begin as of the original date of hire as a regular employee of the Department.

C. New Employees

All new employees who are considered to be regular employees shall have seniority rights.

D. Lay-Off and Rehiring

1. Lay-Off

In the event it becomes necessary for the Town to lay-off employees for any reason, employees shall be laid off in the inverse order of their seniority. Employees shall have a right to be recalled from lay-off according to their seniority for up to twenty-four (24) months after lay-off, providing that the said employee is qualified to fill the vacant position or positions.

2. Recall

For a period of twenty-four (24) months after layoff, employees shall be recalled from lay-off according to seniority by certified mail, to the employee's last known address. It is the responsibility of the laid off employee to furnish any change of address to the Town for recall notices.

3. Loss of Recall Rights

If, following a layoff, the employee fails or refuses to notify the Town of his/her intention to return to work within thirty (30) calendar days after a written notice of recall is sent by certified mail to his/her last address on record with the Employer Town, the employee has waived his/her right to recall.

ARTICLE 15 – CALL - INS

Any call-in for unscheduled overtime will be paid a minimum of four (4) hours at time and one-half (1 ½) the regular rate. Such call-in will be included in the computation of other overtime. Fire calls and EMS calls shall not be considered as call-ins. If an employee is in the area, s/he will be used first and be charged for the overtime worked with a minimum of four (4) hours. Then the overtime schedule will be used.

ARTICLE 16 - WORKING HOURS

A. Work Week

The Fire Department will work on a so called "3 Platoon System". The average work week will be fifty-six (56) hours with time and one-half (1 ½) after fifty-three (53) hours. Each Platoon will work under the direct command of the Deputy Chief.

B. Work Schedule

1. Nine (9) Week Rotation

The work schedule shall be on a nine (9) week rotation using a twenty-four (24) hours on; twenty-four (24) hours off; twenty-four (24) hours on; twenty-four (24) hour off; twenty-four (24) hours on; and ninety-six (96) hours off schedule.

2. Right to Change Work Week

The Town reserves the right to change the way in which the fifty-six (56) hours work week is distributed provided that the Town Manager confers with the Union at least two (2) weeks prior to the change or implementation. This right will not be used to substantially reduce or deny the employees days off.

ARTICLE 17 – OVERTIME AND UPGRADE

A. Overtime and Compensatory Time

The overtime will be governed by the “overtime plan” The “overtime” plan is attached to this Agreement as Appendix A.

Each one (1) hours of overtime to be compensated at the rate of 1 ½ hours (example: 8 hours of overtime equals twelve (12) hours of compensatory time off) to a maximum of one hundred twelve (112) hours of compensatory time available throughout the year. Scheduling of compensatory time off will be handled in the same manner used for vacation scheduling. Any compensatory time unused at the end of the last full pay period in June shall be paid at the current hourly rate. The employee has the option of taking compensatory time in weekly or in daily increments upon prior approval of the Fire Chief. Employees shall provide a minimum of three (3) days’ notice of their intent to be excused from work for compensatory days. The Fire Chief may waive this requirement at his/her discretion.

B. Upgrade

If a qualified firefighter refuses to accept an upgrade to a higher position than the one s/he is holding, and the vacancy s/he is asked to upgrade to is on his/her own shift, s/he is then disqualified for promotion on a permanent basis until such time as said job has been filled by another employee on a permanent basis. All upgrades shall be based on qualifications and successful passing of a test for the position as described in the Rumford Fire Department Rules and Regulations. The firefighter must have a minimum of two (2) years of full-time experience to qualify for the test. In order to qualify for an upgrade to Deputy Chief, the employee must

have met the requirements to become a Lieutenant. First preference for an upgrade to Deputy Chief will be given to those that have been a Rumford Fire Lieutenant for at least two (2) years. The test will be given by the Chief or his/her designee and be appropriately validated. The Town shall furnish the study materials prior to giving the test at the time notice of the date of the test date has been established. The promotion list shall be valid for one (1) year or until it is exhausted. Prior to or upon the expiration of the test, a new test will be given in order to ensure there is always a valid list.

ARTICLE 18 – UTILITY EMPLOYEE

A. Appointment

There may be a utility employee who shall be appointed by the Town Manager, subject to the approval of the Board of Selectpersons. The employee shall be covered by all articles in this Collective Bargaining Agreement (hereinafter referred to as “Agreement”) that are not specified in this Article with the exception that the utility employee will not have access to the grievance procedure for matters regarding the utility member’s employee’s hours and scheduling. The hours and scheduling of the utility employee will be at the sole discretion of the Chief or the Chief’s designee.

B. Scheduled Hours and Work Week

1. Work Week

The Utility employee will work a fifty-six (56) hours a week.

2. Coverage and Schedule

The Utility employee will cover vacations, extended sick leave, funeral leave, training, leaves of absences, or details. Scheduling will begin by scheduling the Utility employee to cover any multi-day absences within the scheduling week. Thereafter, the utility employee will be scheduled to fill single day vacations, sick leave, funeral leave, training, leave of absences, or details, up to a maximum of seventy-two (72) hours within that scheduling week, and for not more than forty-eight (48) hours straight. If through an entire scheduling week, an employee is out on extended sick leave, worker’s compensation, or leave of absence, the utility employee shall be assigned a temporary position on that shift to fill that absence. Once assigned a temporary position, the utility employee will be treated the same as filling a permanent vacancy described in §G until that employee returns.

3. Extended Illness

An “extended illness” means more than three (3) days absence from work under a doctor’s care.

C. Duties

The primary duties of the employee include, but not limited to, providing coverage for sick leave, scheduled vacation, funeral leave, training of employees of the Department, or leaves of absences within the Department.

D. Wages

The Utility employee’s wages will be based on the criteria in Article 25 – Job Classification and Promotions, §A and B, in this Agreement and paid in accordance with Article 16 – Working Hours and Article 26 – Pay Schedule in this Agreement. The work week will be fifty-six (56) hours with time and one-half after fifty-three (53) hours.

E. Overtime and Compensatory Time

The Utility employee shall be eligible for overtime for any off-duty fire calls the Utility employee attends, hydrant shoveling, or if the Utility employee is scheduled to work over the normal hours of the Utility employee’s shift. However, when the Utility employee works over the fifty-six (56) hour weeks fulfilling the duties described in §C, the utility employee shall have the option of overtime or compensatory time in accordance with 29 CFR §553.

Each one (1) hours of overtime to be compensated at the rate of 1 ½ hours (example: 8 hours of overtime equals twelve (12) hours of compensatory time off) to a maximum of one hundred twelve (112) hours of compensatory time available throughout the year. Scheduling of compensatory time off will be handled in the manner used for vacation scheduling. Any compensatory time unused at the end of the last full pay period in June shall be paid at the current hourly rate. The employee has the option of taking compensatory time in weekly or in daily increments upon prior approval of the Fire Chief. Employees shall provide a minimum of three (3) days’ notice of their intent to be excused from work for compensatory days. The Fire Chief may waive this requirement at his/her discretion.

F. Holidays

The Utility employee will be entitled to holiday pay for the holidays listed in Article 21 §A – Holidays in the Agreement as follows:

1. When Not Scheduled

When the Utility employee is not scheduled for coverage of vacations, sick leave, funeral leave, training, or leaves of absences, the utility employee will be off duty and receive eight (8) hours pay at straight time. The utility employee has the option, at his/her discretion, to claim the “off-duty” (8 hours) pay as hours worked in order to achieve the fifty-six (56) hour work week so long as no more than seventy-two (72) hours are worked in that pay week.

2. When Scheduled

When the Utility employee is scheduled to cover vacation, sick leave, funeral leave, training, or leaves of absence, the Utility employee shall be paid in accordance with Article 21 – Holidays §A and B – Holiday Worked in the Agreement.

G. Permanent Opening

The Utility employee will be moved to fill a vacancy for any permanent opening on a shift and will no longer be considered the utility employee.

ARTICLE 19 – CLOTHING AND CELL PHONE ALLOWANCE

A. Annual Clothing Allowance

The annual clothing allowance, available every July 1st if the budget has been passed by then, or after the annual budget has been passed, for officers will be \$550.00, and for firefighters \$525.00. In no event shall a member's clothing allowance accumulate beyond \$600.00. Any balance beyond the \$600.00 will be forfeited back to the Town. All members of the Department shall present a neat and uniformed appearance before the public. All clothing worn in the Department will match as closely as possible.

B. Distribution and Dress Uniform

Distribution of the allowance and purchases under it shall be under the supervision of the Chief. The Town shall pay 50% of the cost of a dress uniform in the event of a member's promotion to another rank or when a firefighter has completed two (2) years of full-time service.

C. New Employees

New employees shall be furnished on hire: one (1) light blue shirt, one (1) dark blue shirt, five (5) polo shirts, six (6) pairs of pants, one (1) pair of shoes or

boots, two (2) fighter's badges, one (1) name tag, one (1) belt, three (3) Rumford Fire/Rescue T-shirts, one (1) jacket and one (1) cap. After one (1) year, he will receive his regular allowance. In the event that any of the initial clothing issued is destroyed or ruined because of work related incidents, the Town will replace said items during the first year at the discretion of the Chief. The clothing reimbursement will be pro-rated based on the months in the year for which the stipend is being paid to the employee in his/her first year of employment and no payments will be made to an employee in his/her last year of employment.

D. List of Vendors

The Town shall create a list of reimbursable uniform items and vendors from where items can be purchased.

E. Cellphones

Effective on the first of the month after this Agreement is executed, employees who have a cell phone that accepts e-mail and texts, will be reimbursed fifteen dollars (\$15.00) per month, paid quarterly. Employees who receive this reimbursement must utilize their personal cell phone for phone calls, while on duty. If at the discretion of the Chief, employees are not returning calls to the department or acknowledging receipt of calls or texts at any time, the reimbursement will be revoked for three (3) months.

ARTICLE 20 - VACATIONS

A. General

1. After 1 Year of Continuous Service

All regular employees of the Department shall be entitled to six (6) days with pay after the completion of one (1) full year of continuous service.

2. After 3 Years of Continuous Service

An additional three (3) days of vacation time, with pay, shall be granted, for a total of nine (9) days after the completion of three (3) years of continuous service.

3. After 10 Years of Continuous Service

An additional two (2) days of vacation time with pay, shall be granted for a total of eleven (11) days after the completion of ten (10) years of continuous service.

4. After 15 Years of Continuous Service

An additional three (3) days of vacation time, with pay shall be granted for a total of fourteen (14) days after the completion of fifteen (15) years of continuous service.

B. Time Taken When Due

Vacation time shall be taken within the calendar year when it is due. However, up to three (3) days may be carried over to the following year provided these days are taken in January, February, or March of the following year. These three (3) days may be taken as regular pay days in lieu of being carried over vacation, which shall be paid upon request before the last pay period in March. Any unused time shall be paid to the employee upon his/her retirement or to his/her beneficiary upon his/her death. Otherwise, no payment shall be allowed in lieu of vacation, except by permission of the Town Manager to cover some extenuating circumstances.

C. Seniority

1. Seniority Preference

Vacation time for all employee shall be designated by the Chief, who shall, in making up the vacation schedule, give preference whenever possible, according to the Department seniority of the employees.

2. Qualification for Vacation

In order to qualify for vacation, pay in any subsequent year, an employee must have worked a minimum of one-thousand four hundred fifty-six (1456) hours in the previous calendar year. Additional earned weeks of vacation based on years of service will not be taken until the Employee has reached or surpassed the employee's anniversary date. This provision (in respect to hours worked) shall not apply in the event an employee is unable to work due to a work-related injury or illness.

D. List Posted

The vacation list shall be posted before December 1st. Employees with most seniority shall have preference if applied for before April 1st, unless an emergency arises. Thereafter it shall be on a first come, first served basis. No employee shall have more than two (2) preference weeks during the period of June 1st and October

1st, except when it will not interfere with some other employee from having at least part of his/her vacation time within this period.

F. Vacation on a Day-By-Day Basis

Vacation will be used on a day-by-day basis provided that s/he first notifies and secures permission, which will not be unreasonably withheld, by the Fire Chief. Vacation days will be used in increments of twenty-four or twelve hours. Twelve (12) hours will be deducted as one half (1/2) day of vacation and twenty-four (24) hours will be deducted as a full day of vacation. Three (3) days of vacation per calendar year may be used in eight (8) hour increments. Said increments will coincide with department shift change time or start eight (8) or sixteen (16) hours after department shift change time. Anything less than two consecutive twenty-four shifts will not constitute mandating.

ARTICLE 21- HOLIDAYS

A. Paid Holidays

1. Paid Holidays

The following listed holidays shall be paid holidays:

- | | |
|---------------------------|----------------------------|
| 1) New Year's Day | 7) Labor Day |
| 2) Martin Luther King Day | 8) Columbus/Indigenous Day |
| 3) President's Day | 9) Veteran's Day |
| 4) Patriot's Day | 10) Thanksgiving Day |
| 5) Memorial Day | 11) Christmas Day |
| 6) Fourth of July | 12) Employee's Birthday |

2. Absence on Holiday

It is agreed by the employer that if an Employee is absent, on a scheduled day off or on annual vacation on any of the above holidays, he shall qualify for the eight (8) hours holiday pay.

3. Absence Days Before and After Holidays

It is also agreed by all that if an Employee does not work his full scheduled shift(s) within the period, two (2) days before to two (2) days after the holiday, he shall not qualify for any holiday pay.

4. Employee's Birthday

The Employee shall be able to use the Employee's Birthday holiday as a floating holiday, provided that he or she first notifies and secures the permission of the Chief, said permission shall not be unreasonably withheld.

B. Holidays Worked

1. Pay in Addition to Regular Wages

Any employees who works on any of the holidays listed above shall be paid, in addition to his regular wages, holiday pay as follows: on-duty paid for the holiday hours worked not less than eight (8) hours. Off-duty employees shall be paid eight (8) hours for a holiday.

2. Holiday Schedule

All holidays for pay purposes will be from 7:00 a.m. the day of the holiday, with the exception of Christmas Day and New Year's Day. Christmas Day, for pay purposes, shall mean from 7:00 p.m. December 24th to 7:00 p.m. December 25th. New Year's Day, for pay purposes, shall mean from 7:00 p.m. December 31st to 7:00 p.m. January 1st.

ARTICLE 22 – SICK LEAVE

A. General

1. Accumulation

Sick leave shall be accumulated at the rate of one (1) day per month. Total accumulation shall not exceed **one hundred ten (110)** days. Workdays used for sick leave will be deducted from the total accumulated days. Employees who as of June 30, 2020 have more than one hundred ten (110) days of sick leave accrued shall not lose any of those days but if and when their accumulation is reduced to one hundred ten (110) days or less, their total shall then be subject to one hundred ten (110) day cap.

2. Sick Leave Bank

When an employee has reached his/her maximum accumulated sick leave as noted in §A.1. above, any days accumulated thereafter will be placed in a sick leave bank to a maximum of one hundred (100) days. Employees may draw days from the sick leave bank once they have exhausted all their own accumulated paid leave, qualify for either State or Federal Family Medical Leave, or have an emergency illness or injury which requires more than one (1) calendar week's absence. Even if the employee does not qualify for State or Federal Family Medical Leave, the days in the sick leave bank be may used

in the event of an illness or injury for family members as described in the State and/or Federal Family Medical Leave Act. The Union will decide whether or not and how many days will be given to an applicant for use of the sick leave bank. The Town will maintain the records for the bank and will review decisions regarding eligibility for use of the day in the bank for compliance with both State and Federal Law.

3. Employees who Have not Reached Maximum

Employees who have not reached the maximum accrual of sick leave may also donate three (3) sick leave day to the bank in order to receive days from the bank. All donations to the sick leave bank will be only one (1) time per year in the month of July. New hired may draft days from the bank and will be eligible to make their contribution to the bank upon reaching their 1st anniversary of employment. Thereafter, they may make their contribution on July 1.

B. Notification

Employees must notify the Chief or his/her designee as soon as possible, but in no case less than one (1) hours prior to starting time of said employee's shift in order to draw sick leave benefits, with pay, unless circumstances make it impossible to do so.

C. Personal Sickness

It is agreed that the only reason for sick leave shall be for illness or disability of the employee or the spouse or dependent child of the employee. No extension of sick leave, not accumulated, except as provided pursuant to the State and Federal Family Medical Leave Act as outlined in the Personnel Policies or the Sick Bank article of this Agreement, shall be permitted except by special vote of the Board of Selectmen to cover some exceptions conditions.

D. Paid Sick Leave

1. Single Day Sick Leave

An employee shall be paid sick leave on the basis of scheduled and paid hours s/he would have received had s/he worked his/her regular schedule. An employee shall not be paid sick leave if s/he exceeds four (4) days in one year taken as single days.

2. Illness or Injury While Off Duty

Any employee becoming ill or injured off duty with an illness or injury which renders such employee unable to perform the employee's duties with the

Department, shall receive sick leave with pay up to the amount of sick leave available to the employee. Such sick leave is to be charged against his/her sick leave time.

3. If an employee is injured while engaging in gainful employment on his/her time off, s/he shall not be entitled to the Department sick leave payments. This does not apply to any of the assigned Department extras or to any outside work that necessitates the wearing of his/her uniform to represent to the public that s/he is on fire duty.

4. If any employee leaves work because of non-duty disability after having started his/her shift, s/he shall receive his/her pay for the actual amount of hours worked, and to the extent the employee has accumulated sick leave, s/he shall be paid the balance of that day's pay as sick leave, and shall be charged for one (1) sick day regardless of the amount of sick pay received for that day.

5. An employee's time off work covered by Worker's Compensation shall not be charged against his/her sick leave time.

6. Sick Leave Bonus

Sick Leave usage will be evaluated annually for a period of December 1st to November 30th of each leave. The following schedule will be adopted as an incentive plan for the employees of the First Department to be paid annually on the next to the last pay period preceding Christmas each year.

- a. If an employee takes zero (0) sick days during the year – a bonus of \$2000 will be paid.
- b. If an employee takes one (1) sick day or portion thereof, during the year – a bonus of \$1500 will be paid.
- c. If an employee takes two (2) sick days or portion thereof, during the year– a bonus of one-thousand (\$1000.00)
- d. If an employee takes three (3) days or portion thereof during the year – a bonus of \$500 will be paid.
- e. If an employee takes for (4) or more sick days or portion thereof, during the year - no bonus will be paid.

E. Affidavit or Letter

An employee who is on sick leave for more than one (1) day's duration shall immediately upon return to work supply the Chief with a sworn affidavit or medical

doctor's letter indicating the reason for such sick leave. The Town may ask an employee to see the Town's doctor at the Town's expense for any sick leave absence.

F. Notification of Chief as To Location

Employees when notifying the Chief or his/her designee of illness must provide the location and phone number where s/he can be reached and the nature of his/her illness. The Chief or his/her designee shall have at his/her discretion the right to verify by phone the fact that s/he is at said location. Failure of the employee to comply with this Article shall, for the first (1st) offense, result in a three (3) day suspension; second (2nd) offense, seven (7) day suspension; third (3rd) offense, a thirty (30) day suspension; and the fourth (4th) offense shall result in termination. Each sick leave offense shall be purged after five (5) years, so long as no further offenses have occurred within that five (5) year period.

G. Payment of Sick Leave at Retirement or Layoff

1. Retirement

Employees shall be entitled to receive one-third (1/3rd) of up to one-hundred ten (110) days accumulated sick leave up to a maximum of thirty-six (36) days' pay upon retirement (receiving benefits from Maine State Employees Retirement System). A sick leave day shall be defined as eight (8) hours of pay at straight time for this subsection.

Example: If an employee had a bank of one hundred-ten (110) days at time of layoff, would be paid out for one third (1/3rd) of an accumulated one-hundred ten (110) sick days. Therefore, s/he would be paid for thirty-six (36) eight (8) hours days, or two hundred eighty-eight (288) hours. All other days shall be calculated at twenty-four (24) hours per day (one thousand seventy-six (1776) hours and will be considered unused and unpaid leave time and reported to Maine MPERS for service credit.

2. Lay Off

Should an employee be laid off from work as a result of the Town's authority to reduce personnel they shall be entitled to receive one-third (1/3rd) of up to one-hundred ten (110) days accumulated sick leave up to a maximum of thirty-six (36) days. This does not apply if an employee leaves of his/her own will, is terminated for cause, or any reason other than layoff. A sick leave day shall be defined as eight (8) hours pay at straight time for this subsection. If the employee

is subsequently recalled, his/her sick leave bank will be reinstated, minus any days which were paid out for the layoff.

Example: If an employee had a bank of one hundred-ten (110) days at time of layoff, would be paid out for one third ($1/3^{\text{rd}}$) of an accumulated one-hundred ten (110) sick days. Therefore, s/he would be paid for thirty-six (36) eight (8) hours days, or two hundred eighty-eight (288) hours. If recalled his/her sick bank would be reinstated to seventy-four (74) twenty-four-hour days.

H. Light Duty

If the Town, the Union, and the employees agree an employee on sick leave may be called in to do other duties which the employee is capable of performing, provided there has been a medical release to perform the duties required. Before the Town can require the employee to come in to do this type of work, the employee has to have been out of work for thirty (30) calendar days.

I. Family Medical Leave

The Town will integrate the provisions of the Family Medical Leave Act with the provisions of this Agreement.

J. Excessive Absences

Employees are expected to report to work as scheduled and work their scheduled hours as well as overtime when they have agreed to work. When an employee has frequently been absent, i.t. five (5) or more occurrences (one occurrence is one continuous event) in a twelve (12) month period or the Chief suspects a pattern of absence the employee may be subject to a disciplinary protocol as follows:

1. 1st occurrence within twelve (12) months period – written reprimand
2. 2nd occurrence within a twelve (12) months period – unpaid suspension of one (1) day
3. 3rd occurrence with a twelve (12) months period – termination

An employee may not perform work for another employer or self-employment on their scheduled work days while out of work on sick or disability leave.

ARTICLE 23 - FUNERAL LEAVE

The Town shall allow three (3) days off, with pay to any employee of the Department because of the death in the immediate family, within the discretion of the Chief. The immediate family for this leave includes spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, former legal guardian, step-parents, step-children and grandparents. The Town shall allow two (2) days off, with pay, to any employee of the Department for the death of a brother-in-law or sister-in-law. Scheduled day off falling within this period will not be paid.

ARTICLE 24 – INSURANCE

A. Health and Accident – Maine Municipal Employees’ Health Trust (MMEHT)

The Town will provide a health and accident insurance plan equal to or better than the plan known as Maine Municipal Health Trust PPO 500 Plan and major medical insurance for all bargaining unit employees.

B. Health Reimbursement Account

The Town agrees to provide a Health Reimbursement Account (HRA) to reimburse employees one hundred percent (100%) of the total out of pocket expenses as defined by the Plan. The HRA plan will reimburse deductible and co-insurance costs from the initial cost incurred. In no case will the Town pay for the subscription level to which an employee is not entitled by virtue of the number of people s/he may insure under the plan. Dependent status will be defined by the Plan and shall not extend beyond twenty-six (26) years old.

C. Employer-Employee Contribution

1. July 1, 2020

Effective July 1, 2020, the employee will contribute 14.5% of the total cost of the premium.

2. July 1, 2021

Effective July 1, 2021 the employee will contribute 15% of the total cost of the premium.

D. Health Plan Upgrade

If the unit desire a better plan, each employee will pay the difference in the cost by means of payroll deduction.

E. Life Insurance

The Town will provide through the MMEHT program life insurance up to one (1) times salary so long as that program is offered by MMEHT under the present conditions.

F. Income Protection Insurance

The Town will pay one hundred percent (100%) of the cost up to two dollars (\$2.00) per week toward income protection disability insurance through the Maine Municipal Association for one hundred dollars (\$100.00) per week coverage. Through payroll deduction, the employee may carry additional coverage at his/her own expense.

G. Dental Insurance

The Town shall; provide dental insurance for the employee up to and not to exceed ten dollars (\$10.00) per week.

H. Payroll Deduction

If an employee wishes to avail him/herself of the health insurance plan in place for the employees of the Town, the premiums shall be deducted from his/her payroll.

I. Opt Out of Health Insurance

An employee may opt out of participation in the health insurance plan if the employee can show proof of insurance coverage through another plan. In such case fifty percent (50%) of the saved annual cost for the individual employee coverage will be payable to the employee. Payment will occur the last pay period in June for the saving incurred in the preceding year.

ARTICLE 25 – JOB CLASSIFICATION AND PROMOTIONS

A. Job Classifications

Deputy Chief

Lieutenant

Firefighter II 2 years of service or more

Firefighter I 12 – 24 months

Probationary Firefighter 1st day to 12 months

B. Qualification for Firefighter I

In order for the probationary firefighter to be promoted to Firefighter I, in addition to minimum time in-grade, s/he must have successfully completed the following training requirements, provided that the training is available during the probation period:

1. National Fire Protection Association 1001, Standard for Firefighter Professional Qualification, Firefighter I;
2. National Fire Protection Association 472, Standard Professional Competence of Responders to Hazardous Material Incidents, Competencies for First Responders at the Operation Level;
3. State of Maine Emergency Medical Service; Emergency Medical Technician;
4. State of Maine Bureau of Motor Vehicles; Commercial Driver's License-Class B. (Renewal fee to be reimbursed by the Town).

Current members, who have previously been allowed to maintain an EMT-First Responder license will not be required to upgrade to a higher license level.

C. Driver's License

All non-probationary employees of the fire department must maintain a State of Maine Bureau of Motor Vehicles Commercial Driver's License-Class B. The Town will reimburse the employee the annual renewal fee.

D. Suspension

In the event that an employee is subject to an investigation arising out of the good faith performance of authorized duties for the Town and has been suspended from First Responders calls pending that investigation the Town will not suspend without pay, demote, or terminate said employee until the investigation has been completed and findings have been made.

ARTICLE 26 – PAY SCALE

A. Rates and Effective Date

	<u>July 1, 2020</u>	<u>July 1, 2021</u>	<u>July 1, 2022</u>
Deputy Chief	\$18.23	\$19.23	\$19.81
Lieutenant	\$17.25	\$18.25	\$18.80

Firefighter II	\$16.45	\$17.45	\$17.97
Firefighter I	\$15.39	\$16.39	\$16.88
Probationary Firefighter	\$14.36	\$15.36	\$15.82

B. Bi-Weekly Pay

Employees shall be paid at least bi-weekly provided notice of any change is given in writing at least sixty (60) days prior to implementation, they will not go more than one (1) week without pay, and such change is implemented for all Town employees.

ARTICLE 27 – PENSION PLAN

The Town agrees to furnish the employees with the following pension plans under the provisions of the Maine Employees Public Retirement System:

A. Eligibility

Employees shall be entitled to retire upon completion of twenty-five (25) years of service one-half (1/2) pay as determined by the Maine Public Employees Retirement System Plan 2C.

B. Employee Contribution

There shall be deducted from the weekly gross compensation of each employee five (5%) percent of said compensation for employee contribution to the Maine Employees State Retirement System.

ARTICLE 28 – WELLNESS PROGRAM

A. Joint Wellness-Fitness Initiative

The Rumford Fire Department, in cooperation with IAFF Local #1601, will develop an overall wellness/fitness system to maintain the proper physical and mental capabilities of its members. The IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative will be used as a model.

B. Medical Component

The medical component of the aforementioned Fire Service Joint Labor Management Wellness-Fitness Initiative will be adopted.

C. Fitness Component

The fitness component of the aforementioned Fire Service Joint Labor Management Wellness-Fitness Initiative will be adopted. Employees will have an annual fitness evaluation pursuant to the IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative

D. Cancer Pre-Screening

The employer shall include as part of the pre-employment physical examinations of any applicant a cancer screening evaluation based on the age and sex of the applicant as recommended by the Maine Workers' Compensation Board to qualify for 39-A MRSA §328-B-Cancer suffered by a firefighter following the rules dated January 1, 2019. The employer shall also provide each current employee an opportunity to undergo screening evaluation as recommended by the Maine Workers' Compensation Board at no cost to the employee to qualify for 39-A MRSA §328-B-Cancer suffered by a firefighter. The employee shall maintain a copy of the results of any cancer screening evaluation. The evaluation, at the employee's option, may be a part of their permanent personnel file. Result of tests performed under this Article shall be placed in the employee's confidential Medical Personnel file pursuant to Law.

ARTICLE 29 – OUTSIDE EMPLOYMENT

At no time will any regular employee undertake any outside employment which will interfere with his/her efficiency as a firefighter.

ARTICLE 30- DAILY DIFFERENTIAL WAGE

Any hourly paid employee replacing the Fire Chief will receive his/her own average weekly wage plus one (1) hour of regular pay for each shift in which s/he replaces the Chief. The Chief's differential shall be paid if during a day the Chief is not on duty, or if the Chief is working but not within the greater Rumford area and is not available to address the responsibilities of the Chief, or if the Chief leaves for the day to go off duty prior to 12 noon or begins the day on duty after 12 noon.

ARTICLE 31 – MEALS

If an employee must remain for a consecutive shift due to another employee calling in sick be granted up to three (3) meals at eight dollars and fifty cents (\$8.50) per meal on the unscheduled day.

ARTICLE 32 – UNION BUSINESS

The Local will be allowed six (6) days with pay to attend to Union business during each calendar year. A day for the purpose of this Article shall be twelve (12) hours.

ARTICLE 33 – DURATION OF EMPLOYMENT DURING EXTENDED ILLNESS

An employee shall not lose the seniority s/he had at the time the unpaid leave began but will not accrue seniority while out of work for a period of eighteen (18) months after s/he has exhausted all accumulated sick leave benefits. His/her position may be filled by a utility or a probationary firefighter while the employee is on extended leave.

ARTICLE 34 – COURT LEAVE

The Town shall grant leave with pay to an employee if s/he is summonsed to court for any Town business.

ARTICLE 35 – JURY DUTY

An employee required to be available for jury duty shall receive his/her regular daily wage for each day which would have been worked, but for such jury participation, provided any compensation received for such jury duty is turned back over to the Town except for mileage and expenses incurred. The employee agrees to return to work on a daily basis, if scheduled, once released from such jury duty, within a reasonable amount of time.

ARTICLE 36 – RESIDENCY

Employees are required to maintain a residence which will enable them to report to the Central Station within forty-five (45) minutes of notification.

ARTICLE 37 – LABOR MANAGEMENT COMMITTEE

A. Collective Bargaining

The Town and the Union agree that it is in the interest of both parties not to have a work environment that adversely affects the public image of the Town or, Department, an Employee's ability to perform his work, or the Town's ability to have work performed. It is recognized and agreed that the proper and most effective methods of resolving disagreements, grievances, or other work-related issues is through the collective bargaining process.

B. Make-Up of Committee

To facilitate communications between the parties and to promote a climate conducive to constructive Employee relations, a Joint Labor Management Committee shall be established within the Fire Department consisting of the Fire Chief and two (2) members from the bargaining unit. Such committee shall meet on a regular basis to discuss matters of mutual interest, including the implementation of this Agreement, how to improve services to the public, increase productivity, and improve the quality of work life.

C. Relation to Grievance Procedure

This committee shall not be interpreted to be a part of the grievance procedure except as outlined in Article 5.

ARTICLE 38 – TERM OF CONTRACT

This Agreement shall be for the term beginning July 1, 2020 until June 30, 2023 or until another contract is negotiated and signed.

RATIFIED, AGREED TO, AND SIGNED this _____ day of September, 2020.

In Rumford, Maine by:

FOR THE TOWN

FOR THE UNION

Christopher Brennick, Chair

Michael Arsenault, President

Frank Diconzo, Vice-Chair

Christopher Bryant, Vice President

Peter Chase, Selectperson

Samantha Cote, Secretary

Eric McLean, Selectperson

James Theriault, Selectperson

APPENDIX A

1. Preference is to be given to the longer of the off shift. If all the off-duty people refuse, then coverage would go out to the crew that is on the twenty-four (24) hour off. If all refuse, then the low employee on the longer shift will be required to do the full day's coverage.
2. There shall be no calling or charging of an employee while s/he is on valid sick leave or any other approved time off unless the employee leaves word that s/he is available for scheduling.
3. Known overtime is to be scheduled on Monday morning for the scheduling week, one (1) week out, or as soon as the overtime is known about (by noon if possible). Cancellation of vacation after an employee has been scheduled to work the overtime will not be allowed unless agreed upon by the individual who was taking vacation, the individual who may have been scheduled for the overtime, and the Chief.
4. If an employee can't be reached when calling is done, the next employee in line will be called. An employee may leave word at the station in writing prior to Monday morning stating whether s/he does or does not want any overtime for the following week. Leaving word at the station in writing will include the dates of the following week that the individual does not want overtime. Leaving word at the station prior to Monday morning will automatically make the individual not available for any overtime for that following week that is generated after Monday. Doing so will constitute a call and will be charged accordingly.
5. An employee will be called only at the specified number on the dispatch call list or made contact with at the fire station or prior arrangements made to be called.
6. The Training Officer is entitled to call back employees at his/her discretion to fill needs.
7. Fire and EMS call and hydrant shoveling shall not be charged to overtime
8. Calls to be made on low employee on overtime first: senior employee to be given preference.
9. Charging of overtime will be done when scheduling.
10. It is understood that vacancies created by firefighters attending Town authorized training activities may result in mandatory overtime assignments. Said mandatory overtime assignments will be handled in accordance with other mandatory

overtime assignments. It is understood that this section is not meant to include “routine drills”.

11. On the first (1st) day of illness, the mate will have the right of first refusal for all or part of the shift. If the mate refuses any part of the coverage, the coverage will go out to overtime. In the event all refuse, the mate will be required to cover the first twelve (12) hours and the next lowest employee on the same shift will be required to cover the back twelve (12) hours. In the event that the mate is required and s/he is going on to the off shift, s/he will be required to cover the entire shift.
12. On the second (2nd) day of illness, the mate will have the right of first refusal. Then the time will be offered for overtime. In the event that the mate was required to cover the first (1st) shift of illness, s/he will not be required to cover the second (2nd) day, even if s/he is the low employee on the off shift.
13. Single days will not constitute mandating if refused by all employees, Mandating will only be done for vacation when the employee is taking two (2) consecutive twenty-four (24) hour shifts.

REGIONALIZATION

The Union acknowledges that the Town is in discussion with area towns concerning regional issues that may or may not affect the delivery of fire services in our region. The Union agrees to engage in discussion (not negotiations) concerning this subject during the one (1) year duration of the current contract Agreement if the town notifies the Union, in writing, that it desires to engage in discussion on regionalization. In the event such notice is given, discussion shall begin no later than sixty (60) days after the date of the notice.