

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF FALMOUTH, MAINE

AND

FALMOUTH PROFESSIONAL FIREFIGHTERS

IAFF LOCAL 5306

JULY 1, 2023 through JUNE 30, 2026

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ARTICLE 1: PREAMBLE

Pursuant to the provisions of Chapter 9-A, revised Statutes of Maine, Title 26, as enacted by the Maine legislature in 1969 and Amended, entitled “An Act Establishing the Municipal Public Employees Labor Relations Law,” this Agreement is made and entered into by and between the Town of Falmouth, herein after referred to as the “Town” and the Falmouth Professional Fire Fighters, [BPFA] IAFF Local 5306, herein after known referred to as the “Union.”

ARTICLE 2: UNIT RECOGNITION

The Town recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, grievance/arbitration issues, and working conditions of all full-time Firefighters and Emergency Medical Service (EMS) Personnel, including Captains, Lieutenants, Firefighters, EMT’s, Advanced EMTs, and Paramedics, employed by the Town of Falmouth for more than six [6] months and excluding all other employees.

ARTICLE 3: NON-DISCRIMINATION

The Town and the Union shall not discriminate against any employee because of race, color, age, sex, gender, sexual orientation, religion, national origin, and/or disability as more fully set forth in the Town’s Non-Discrimination Policy.

ARTICLE 4: MANAGEMENT’S RIGHTS

Section 1: Except as otherwise specifically provided in this Agreement or otherwise mutually agreed to in writing by the parties, it is understood and agreed that the Town possesses the right and authority to manage, operate and direct the employees of Falmouth Fire-EMS Department in all aspects to carry out the ordinary and customary functions of Management, including, but not limited to, all rights and authority exercised by the Town prior to the execution of this Agreement, except as outlined and included in this Agreement or otherwise mutually agreed to by the parties. These rights include, but are not limited to the right:

- a. To determine its mission, policies, and to set forth all standards of service to the Public;
- b. To plan, set, control, and determine the operations or services to be conducted by the employees of the Department;
- c. To determine the methods, means, number of personnel needed to carry out the Department’s mission;
- d. To supervise and direct the work forces;

- e. To hire, assign, and/or to transfer employees within the Department;
- f. To assign work and overtime, assign shifts, shift rotation, and work location;
- g. To evaluate, promote, suspend, discipline or discharge for just cause;
- h. To modify or alter the composition and size of the workforce, including the right to lay-off or relieve employees due to lack of work or funds or for any other legitimate reasons;
- i. To make, publish and enforce rules, policies and regulations, including modification of the same;
- j. To introduce new or improved methods, equipment, or facilities;
- k. To maintain effective safety, health and protective measures;
- l. To take any and all actions as may be necessary to carry out the mission of the Town and the Fire Department in situations of civil emergency as may be declared by the proper authorities; including the Town Council and/or the Town Manager; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of the Agreement.

Section 2: The Town shall have the right to make any and all management decisions as outlined above, provided however that in the event that the Town contemplates a change in any written work rule, policy or regulation, the Town shall notify the Union of its proposed change at least 30 days in advance and, upon request, meet and consult with the Union regarding the change. The Union shall have the right to negotiate the impact of said change on employee' working conditions pursuant to Title 26.

Section 3: Wherever this Agreement refers to Town Manager or the Fire Chief, it shall be understood that such terms shall include any lawful designee acting in the place of the Town Manager or the Fire Chief, but not limited to, duly appointed assistants.

ARTICLE 5: LABOR-MANAGEMENT COMMUNICATIONS

The parties recognize that during the term of this Agreement, problems of administration of the agreement may arise which is not now anticipated by either party. They also recognize that during such periods, mutually constructive and productive relationships are likely to exist between Town and Union if both parties continue and enlarge their respective efforts to gain a better appreciation and understanding of their problems and objectives.

Both parties also recognize that frequently, what first may appear to be a problem(s) and area of conflict or disagreement are actually the result of misunderstandings, which are resolved upon a complete and frank exchange of viewpoints and ideas. Even though limitations are placed upon formal negotiations during the period of this Agreement, they believe that a better atmosphere in

which to achieve improved day-to-day relations between the parties can be created through open communications between the Union and the Fire Chief. To collaborate and problem solve, the parties agree to meet upon reasonable advance notice to discuss problems and issues that may arise from time to time regarding the application and/or interpretation of this Agreement, health and safety of employees, and/or on other matters concerning wages, hours and working condition, upon reasonable written notice.

ARTICLE 6: HOURS OF WORK

Section 1: Work Schedules

In view of the necessity of providing services on an around-the-clock basis, the Town retains the right to assign shifts, to determine shift rotations, work schedules and work locations.

Section 2: Workweek

The workweek shall be on average of forty-two (42) hours per week over an eight (8) week period utilizing a four (4) shift system, which complies with the requirements of Section 207(k) of the FLSA.

Section 3: On-Duty Shifts

The tour of duty (on-duty shift) shall consist of twenty-four (24) hours continuous time beginning at 7:00 a.m. and ending at 7:00 a.m. the following day. The established regular work period is eight (8) consecutive days as described by the following: Twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty, followed by twenty-four (24) hours on duty, followed by ninety-six (96) hours off duty.

Section 4: Rest Breaks

Both parties recognize the need for schedules that meet operational needs while maintaining risks due to personnel fatigue. Therefore, members of the bargaining unit shall not voluntarily work more than forty-eight (48) hours when filling shifts without a minimum of a twelve (12) hour rest period. Consecutive hours worked includes regularly scheduled duty shifts, overtime shifts, including duty coverage for employees attending training and swapped shifts between members. The Fire Chief or designee may authorize a member to voluntarily work additional consecutive hours during a declared state of emergency and/or staffing emergency.

Section 5: Administration Work Schedules

The workweek for those members working in Administration (Lieutenant of Prevention, Training, and Outreach, the daytime FF/EMT/Operator, and other personnel designated by the Fire Chief) shall be determined by the Fire Chief and consist of an average of 42 hours each week.

Section 6: PTO and Day Time Firefighters

Recognizing that it is mutually beneficial to allow flexibility in the schedule of the Lieutenant of Prevention, Training and Outreach (PTO) and Daytime Firefighter, with approval from the Fire Chief, the PTO Daytime Firefighter may swap a regularly scheduled shift for another shift in the same pay period, so long as the employee maintains a schedule of 84 hours per pay period.

Section 7: Alternative Schedules

The Town reserves the right to establish other work schedules as it deems to be necessary for the efficient operations of the Department.

Section 8: Outside Employment

Outside employment shall not interfere with the expectation that an employee will report to work rested and ready to work.

Section 9: Call-in Pay

- (i) If the Fire Chief determines it necessary to call-in an employee from off duty or vacation, the employee will receive a minimum of four (4) hours pay at one and one-half (1 ½) their regular hourly rate or for hours actually worked, whichever is greater.

- (ii) Employees who voluntarily assist on a call but otherwise is not called in pursuant to section (i) above, shall be paid for hours actually worked at time and one-half (1 ½) their regular hourly rate.

Section 10: Shift Swaps

A shift swap is when one employee voluntarily agrees to work another employee's shift. Shift swaps may be granted by the Fire Chief provided that the Fire Chief determines that it does not negatively impact department operations. Shift Swaps shall be subject to the following:

- i. The Town assumes no responsibility for compensating an employee who voluntarily agrees to work for another. Nor shall the extra hours worked by an employee during a shift trade be used to determine payments for overtime, exchange time, or any other benefit.

- ii. The employee who was originally scheduled to work will be responsible for ensuring that their position is filled by another full-time employee through a mutually agreed shift trade. This will be true even if the person filling the shift is no longer employed by the Town.

- iii. The employee filling the shift must have the same qualifications as the employee they are replacing absent a waiver by the Fire Chief or designee.

- iv. An approved schedule change shall be considered a normally scheduled work assignment and will not result in over-time liability to the Town.

- v. A schedule change will not be required when the change is less than two (2) hours.

- vi. When a schedule change is approved, it will be the responsibility of the Fire Chief or his/her designee to amend the current schedule as needed with the appropriate changes.
- vii. Employees shall be limited to four (4) shift swaps per month and no more than two (2) swaps in a row without prior approval of the Fire Chief.
- viii. All shift trades (swaps) must be completed within a twelve (12) month period in a calendar year.
- ix. An employee who fails to fulfill their end of the shift trade will be prohibited from utilizing swaps for a period of not more than one hundred and eighty (180) days. An employee who fails to fulfill his/her obligation a second time will be prohibited from utilizing swaps for twelve (12) months.

ARTICLE 7: SENIORITY

Section 1. It is agreed that seniority shall be determined by length of full-time service by rank. The Town agrees that in lieu of layoffs, attrition can be used effectively to minimize impact to both the employee and to the service deliverables and that whenever possible, it will utilize attrition as a means of reducing the workforce. In the event of a layoff, the Town agrees that the number of persons affected by a layoff will be kept to a minimum by not employing replacements, insofar as practical, for employees who retire, resign, or otherwise vacate a position. Union employees with the longest seniority in rank shall be laid off last. An employee shall not forfeit seniority during absences caused by illness, accident, military deployment, or an approved leave of absence.

Section 2. The Town will establish a seniority list for the members of the Bargaining Unit. The list shall be brought up to date as of January 1st of each year and be posted immediately thereafter on the boards at Central Fire Station and Station 4, for a period of not less than thirty (30) days, and a copy shall be sent to the Union Secretary and the Executive Board (E-Board). Any objections to the seniority lists shall be reported to the Town, in writing, within ten (10) days of the close of posting, otherwise the lists shall stand as approved. In instances where more than one person is hired, and starts employment on the same date, it is agreed upon by the parties that seniority for these individuals will be determined by start date with Falmouth Fire-EMS, start date when first hired by the Town of Falmouth, or date of first EMT or Firefighter I certification, whichever is older.

ARTICLE 8: STAFFING

Section 1: Staffing levels shall be determined by the Fire Chief in accordance with the needs of the Town. Staffing levels shall be published and communicated to the Union. The right to adjust and/or change staffing levels is exclusively reserved to the Fire Chief and is not subject to challenge. In the event that the Fire Chief determines that a change in staffing level is appropriate, the Fire Chief shall notify the Union and, upon request, impact bargain.

Section 2: Whenever shift staffing drops below the established staffing levels, a vacancy exists and will be filled in compliance with the applicable provisions of this Agreement to achieve appropriate staffing for each shift. The Fire Chief retains the exclusive right of the actual deployment of the personnel to meet the mission of the Department in the best interest of the Town.

Section 3: To the extent feasible, there should be at least one (1) Paramedic on duty at all times. The paramedic does not need to be a member of the bargaining unit.

Section 4: There should be an Officer or qualified Acting Officer on duty at all times.

ARTICLE 9: SHIFT FILLING

Section 1: Shifts for bargaining unit employees will be filled in accordance with the Staffing Article (Article 8) and subject to the Hours of Work Article. (Article 6).

Section 2: A shift vacancy is caused when an employee is on vacation, training that renders the employee unavailable, per the Fire Chief, to respond to calls, bereavement, or any other leave and is absent from work or when the Fire Chief/designee declares a vacancy.

Section 3. Predetermined vacancies occur when there is at least two weeks advance notice of its need. Predetermined vacancies will be filled at least two weeks in advance.

Section 4: Shift vacancies with less than 14 days' notice will be filled within 24 hours of when the shift becomes vacant.

Section 5: Procedure for filling shift vacancies.

- Shift vacancies will be offered to bargaining unit employees on a rotating basis on the Overtime list, except that the Overtime list may be passed over to meet operational needs as determined by the Fire Chief/designee.

Except in emergencies, the Town's deployment of part-time employees, including per diems and/or call members, shall be limited in accordance with the following ratios:

Personnel	6	7	8	9	10
Full-time	6	6	6	6	6
Part-time	0	1	2	3	4

- Any resulting shift vacancies that cannot be filled through voluntary overtime and/or non-bargaining unit members, may then be filled from the Force List (Section 6).

Section 6: Force Overtime List:

- a. Any shift vacancies that remain unfilled by voluntary overtime and/or non-bargaining unit members may be filled by Forced Overtime List.
- b. When a force is in effect, employees will be forced no more than 12 hours.
- c. No employee shall be forced to remain on duty for more than forty-eight (48) consecutive hours unless there is a declared state of emergency or for other good cause as determined by the Fire Chief.
- d. Absent an emergency, no employee shall be forced while on vacation or attending pre-approved training.
- e. When filling a force shift in advance, the qualified member closest to the top of the Forced Overtime List shall be forced to cover the vacancy.
- f. When filling a shift with 24 hours or less notice, the off-going or oncoming employee (as applicable) with the needed qualifications closest to the top of the Forced Overtime List shall be forced to cover the vacancy.
- g. A forced employee shall be permitted to seek a substitute from another qualified department member for all or part of the shift.
- h. Employees who have been forced and refuse to come in or stay on duty, will be subject to the progressive disciplinary process, up to and including termination.
- i. An employee who is forced to work overtime will be moved to the bottom of the Forced Overtime List.

Section 7: Short Shifts.

Shift vacancies of less than 12 hours shall be considered short shifts. A short shift greater than 4 hours but less than 12 hours will be filled using the Special Events list. The Fire Chief/designee can assign a short shift less than 4 hours, as the Fire Chief/designee deems appropriate including the right not to staff the short shift.

Section 8: Special Event.

Shift vacancies to staff special events, such as marathons, local sporting events and similar community events shall be assigned in accordance with Section 4 and opportunities for these special assignments shall be maintained with a separate overtime list.

ARTICLE 10: OVERTIME

Section 1: Employees who work in excess of their regularly scheduled full-time hours will be compensated at an overtime rate of one and one-half (1 ½) times the established hourly rate for hours work. The total amount of overtime shall be calculated by rounding to the nearest quarter hour. For purposes of this section, “hours worked” shall include:

- (1) Hours actually worked unless substituting for another employee under the Shift Swap provision;
- (2) Hours compensated for by holiday base pay;
- (3) Hours compensated for by court attendance pay;
- (4) Hours compensated for by call-in pay;
- (5) Hours compensated for by vacation pay;
- (6) Hours compensated for by bereavement pay;
- (7) Hours compensated for by use of sick leave when an employee is forced to work outside his/her assigned shift.

Employees may only work overtime with the pre-approval of the Fire Chief/Designee.

Section 2: There shall be no pyramiding or duplication of compensation by reason of overtime or other premium pay provisions of this Agreement.

Section 3: There will be 3 rotating overtime lists; Regular Overtime, Special Event, and Forced Overtime.

Section 4: The list for shift vacancies will start with the most senior member of the department on the overtime list, then the second and so on until the most junior person. Overtime will be granted by the members place on the list, once granted the member will be rotated to the bottom of the list.

Section 5: The force list will start with the most junior member of the Department, then the second and so on until the most senior person. Overtime will be forced by the members place on the list, once granted the member will be rotated to the bottom of the list.

Section 6: Employees will be paid overtime based on actual time worked in 15-minute increments.

ARTICLE 11: NOTICE OF PROMOTIONAL VACANCY

Section 1: In the event the Town declares a permanent vacancy for a Captain or Lieutenant position, the Town shall post the vacancy for a period of a minimum of seven (7) calendar days.

Section 2: The Fire Chief shall consult with the Union regarding the process used for promotional opportunities and assessment of candidates. The Fire Chief's decision shall be final.

Section 3: Qualified firefighters as determined by the Fire Chief will be eligible to be Acting Officers.

Section 4: Designated Acting Officers will receive the acting officer stipend contained in Appendix A.

Section 5: Acting officers will receive acting pay when they are in the role of an Acting Officer for 3 hours or more.

ARTICLE 12: DISCIPLINE AND DISCHARGE

A. EMPLOYEE CONDUCT AND WORK RULES

Employees are expected to abide by reasonable standards of personal and professional conduct and shall follow the policies contained in the employee handbook, department policies and procedures, and other applicable work rules, so long as these policies, procedures, and rules do not conflict with any term or condition of this Agreement.

B. PROBATIONARY PERIOD

All employees shall serve a probationary period of twelve (12) calendar months from date of hire. During an employee's probationary period, the employee may be disciplined, discharged, or otherwise terminated at the sole discretion of the Town, and such action shall not be subject to the grievance and arbitration procedure of this Agreement.

C. DISCIPLINE AND DISCHARGE

After successful completion of the probationary period, no employee shall be disciplined (verbal warning, written warning, or suspension) or discharged without just cause.

D. REPRESENTATION

An employee shall have the right to have a Union representative accompany them to any meeting that could result in corrective action.

E. GRIEVANCES

Any grievance concerning the discipline or discharge of an employee who has completed their probationary period shall be initiated at Step 1 of the Grievance Procedure.

F. PERSONNEL FILE REVIEW

A unit member has the right to review the contents of their personnel file. The review will be conducted in the presence of the Fire Chief/designee.

ARTICLE 13: GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, solutions to problems that may arise from time to time affecting the meaning or application of an express term of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. DEFINITIONS

1. A “grievance” shall mean a complaint by an employee alleging a violation of an express term of this Agreement.
2. An “aggrieved person” is the employee or employees making the claim.
3. “Days” shall mean week days, Monday through Friday, excluding legal holidays.

C. SUBMISSION OF GRIEVANCE

1. Each formal grievance shall be submitted in writing on the form attached hereto as Appendix A. The formal grievance shall state the facts giving rise to the grievance, the specific contract provision(s) violated, and the remedy sought.
2. A grievance will be deemed waived unless submitted in writing ten (10) days after the event or condition constituting the alleged violation or the date the employee could reasonably be expected to know of alleged violation.

D. FORMAL PROCEDURE

1. Level One – Fire Chief
 - a) If an aggrieved person is unable to resolve the grievance informally, the employee may present a formal grievance to the Fire Chief. A grievance will be deemed waived unless submitted in writing ten (10) days after the event or condition constituting the alleged grievance or should have known of the alleged grievance.
 - b) The Fire Chief/designee shall, within ten (10) days after receipt of the formal grievance, meet with the aggrieved person for the purpose of resolving the grievance. The Fire Chief shall, within ten (10) days after the meeting, render a decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the Union.

2. Level Two – Town Manager

- a) If the aggrieved person is not satisfied with the resolution at Level One, or if no answer is received, they may, within ten (10) days after the answer was due, appeal the grievance to the Town Manager.
- b) The Town Manager shall meet with the aggrieved person within ten (10) days of receipt of the grievance for the purpose of resolving the grievance.
- c) The Town Manager shall, within ten (10) days after the meeting, render a decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the Union.

3. Level Three – Arbitration

- a) If the grievance has not been satisfactorily resolved at Level Two, and the Union deems the grievance meritorious, the Union may submit the grievance to arbitration by submitting a notice for arbitration to the Town Manager. The notice for arbitration shall be served through personal service or by registered or certified mail within ten (10) days of the receipt of the Level Two decision.
- b) Upon receipt by the Town Manager of a demand for arbitration, the parties shall attempt to mutually agree upon an arbitrator. If unable to agree upon an arbitrator within ten (10) days of receipt of the notice for arbitration, the Union shall, within fifteen (15) days, submit the grievance to the American Arbitration Association (AAA) in accordance with the AAA rules then in effect.
- c) The decision of the arbitrator shall be final and binding upon the parties, subject to judicial review, and shall be consistent with applicable law and this Agreement. The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement. All costs of arbitration, including fees and expenses of the arbitrator, shall be divided equally between the parties, except that each party shall bear the costs of preparing and presenting its own case.
- d) The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties. The arbitrator shall be requested to issue a written decision within thirty (30) days after the submission of briefs, if any, and completion of the proceedings. The arbitrator shall be bound by the rules of the AAA that are applicable to labor relations arbitrations and that are in effect at the time of the arbitration.

E. GENERAL PROVISIONS

1. An employee may have Union representation at any stage of the grievance procedure, and Union shall have the exclusive right to represent employees in any grievance. When an employee elects to pursue a formal grievance at Levels One, or Two, without representation, the Union shall have the right to be present at any formal grievance step meeting and shall receive copies of written determinations, if any, at all stages. Nothing

in the Article shall prevent the Town from informally resolving the grievance before a formal grievance and without the intervention of the Union provided that such resolution is not inconsistent with the terms of this Agreement.

2. All of the time limits contained in this Article may be extended by mutual agreement of the parties, and such extensions shall, in order to be effective, be confirmed in writing. The parties may mutually agree in writing to bypass steps of the grievance procedure.
3. In no event can a grievance be taken to the next or any succeeding step of this procedure unless the employee and/or their representative meet the time limits or extensions thereof. Failure of the Town and its representatives to adhere to the prescribed time limits or extensions thereof shall constitute a waiver of the applicable step, and the employee and/or the Union may proceed to the next step.
4. The Town shall be responsible for scheduling all grievance meetings. If the Town schedules a grievance meeting during an employee's scheduled shift, an aggrieved employee, with one (1) Union Steward, shall not suffer any loss of pay and shall not be required to charge leave credits as a result of processing grievances during such employee's regularly scheduled working hours, provided, however, that when such activities extend beyond such employee's scheduled working hours, such time shall not be considered time worked. Such release time shall not be construed to include preparation of paperwork, record-keeping, and/or conferences among Union officials for preparation for representation at a grievance meeting.
5. Except as permitted above, the Union (Steward) shall not engage in investigating and/or processing grievances during business hours unless the Town provides specific authorization to the Union.
6. The Union and employees agree to adhere to the firmly established principle of "work now, grieve later."
7. No more than one grievance may be submitted to one arbitrator in one arbitration proceeding unless the Town and the Union mutually agree thereto in any given instance.

ARTICLE 14: UNION REPRESENTATIVES/NEGOTIATIONS COMMITTEE

The Union shall provide a list of Union officers to the Fire Chief and update as appropriate. The Union shall be allowed to conduct Union business, including Union meetings, investigating grievances, and/or negotiations preparation work outside of business hours provided it does not interfere with the employee's assigned duties.

A Union officer called to represent an employee for disciplinary meetings shall suffer no loss of pay nor be eligible for any additional pay.

The Union Negotiating Committee of up to three (3) members of the bargaining unit, who are certified as such in advance to the Fire Chief, shall be allowed time off, without loss of benefit, to attend negotiating meetings mutually scheduled by the Town and the Union.

ARTICLE 15: DUES DEDUCTION

Section 1. The Town shall deduct regular bi-weekly dues upon receipt of signed authorization from employees (a copy of which is to be retained by the Town) and a certified statement from the Secretary/Treasurer of the local Union as to the amount for dues.

Section 2. The Town shall forward all such dues so collected to the Secretary/ Treasurer of the Union each month succeeding the month in which deductions were made.

Section 3. Town's Indemnification. The Union shall indemnify, defend and hold the Town harmless, including the cost of its attorney's fees, against all claims and suits, which may arise as a result of any action taken pursuant to this Article.

ARTICLE 16: LAYOFFS & REDUCTION IN FORCE

Section 1: In the event the Town determines a lay off is necessary, employees shall be laid off according to seniority and qualifications in the impact area in which the layoff occurs. The least senior, least qualified, employee in the impact area in which the position elimination is to occur shall be laid off first.

Layoffs will occur within the following impact areas:

- Captains
- Lieutenants
- Firefighter/Paramedics
- Firefighter/Advanced EMTs
- Firefighter/EMTs

In the event of the layoff of a Captain or a Lieutenant, the employee selected for layoff may displace the least senior Firefighter, provided that the Captain/Lieutenant selected for layoff has more seniority than the Firefighter.

Section 2: All employees shall be given fourteen [14] calendar day written notice prior to layoff.

Section 3: Laid-off non-probationary employees shall be recalled in reverse order of layoff in the impact area from which they were laid off. The recall period shall be six (6) months from the effective date of the layoff. Notice of the recall shall be sent by certified mail, return receipt

requested, to the last known mailing address of the laid-off employee. It shall be the responsibility of the employee to provide the Fire Chief/designee with the employee's current mailing address. The employee shall have fourteen [14] calendar days from the first attempt by the post office to deliver the certified letter to inform the Fire Chief, in writing, of his/her intent.

Section 4: If an employee is laid-off, he/she shall be paid all accumulated vacation time that he/she has accrued and, if eligible, sick leave as per Article 17 in one lump sum as of the effective date of layoff.

Section 5: In the event a laid-off employee is reinstated within six (6) months of layoff, he or she shall have all previous creditable service restored and shall be immediately eligible to accumulate annual leave as otherwise set forth in this Agreement.

ARTICLE 17: HOLIDAYS AND LEAVES

Holidays

Section 1: The following days will be recognized and observed as holidays as they occur during an employee's regular work period:

1. New Year's Day
2. Birthday of Martin Luther King, Jr.
3. Washington's Birthday
4. Patriot's Day
5. Memorial Day
6. Juneteenth National Independence Day
7. Independence Day
8. Labor Day
9. Indigenous People's Day
10. Veterans Day
11. Thanksgiving (day of)
12. Thanksgiving (day after)
13. Christmas Day

Section 2: Each member of the bargaining unit will receive 12 hours of pay, for each of the 13 days listed.

Section 3: Hours worked Thanksgiving Day and Christmas Day shall be paid at a rate of two (2.0) times the base hourly rate.

Sick Leave

Section 4: Fire-EMS employees shall accrue 12 days of sick leave annually at the value of 12 hours per day for a total of 144 hours. Sick leave accrual will commence on the first date of employment at 5.538 hours per pay period. Sick leave is charged in increments of one hour. A

maximum of 1,020 hours (85 days) of sick leave shall be accrued and carried forward from one calendar year to the next.

Section 5: Sick leave is granted because of a personal illness or injury that renders the employee unable to perform the work of the assigned position or other work in the department. An employee's annual sick leave may be used to care for an employee's family member when the employee is responsible for their care. For purposes of this policy, family member is defined to mean spouse, children, and parents.

Section 6: The Fire Chief may require medical documentation for use of sick leave and/or prior to the return to work by an employee on sick leave for more than three (3) consecutive days or in circumstances of excessive absenteeism or there is a reasonable basis for believing there is misuse. Employees cannot have a negative sick leave balance. If an employee uses all of their sick leave, any remaining deficit must be covered by other accruals. If no other accruals are available, the sick leave will be unpaid. Excessive absenteeism may result in discipline based on the employee's particular circumstances as determined by the Fire Chief.

Sick Leave/Section 457 Plan/Sick Leave Buy Out

Section 7: When an employee has accrued at least six hundred (600) hours of sick leave, they shall have the option of electing to cash out and defer into the Section 457 Plan, at the end of each fiscal year, any unused sick leave accrued during the year at a value of 50% for each sick day deferred. This is subject to IRS annual deferral limits, and the terms and conditions of Section 1.457-4(d) of the Treasury Regulations and the 457 Plan document.

Section 8: Upon retirement or separation in "good standing", full-time employees who have completed more than five (5) years but fewer than ten (10) years of service, shall be compensated for one-third (1/3) of accumulated unused sick leave and one-half (1/2) of unused sick leave with service of ten (10) or more years. In the event of the death of the employee, their designated beneficiary shall receive a payment of 100% unused sick leave (minus applicable taxes). No payment will be given for unused sick leave unless the employee separates from the Town in good standing and meets the eligibility requirements of this policy.

Bereavement Leave

Section 9: The Fire Chief shall grant a leave of absence without loss of pay for up to five (5) working days for the death of an employee's immediate family member. Immediate family is defined as spouse, child, father, mother, stepparent or stepchild. Up to three (3) working days shall be granted for the death of an employee's brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, or sister-in-law. Such leave is intended to include the day of the funeral.

The employee shall be entitled to a leave of absence without loss of pay for a period of one (1) work day for the purpose of attending the funeral of an employee's uncle, aunt, nephew, niece, or any person living in the employee's personal household.

If a death and/or funeral covered by this section occurs during an employee's scheduled vacation, the specific days will be counted as bereavement rather than vacation. For purposes of this section, a day shall equal 12 hours.

Vacation

Section 10: Employees accrue vacation each pay period, with the following overall accruals:

Employment Period	Days
Following completion of	
4 Months	4 days
7 months to one year	8 days
1 year – 4 years	12 (per year)
5 years – 9 years	15 (per year)
10 years – 14 years	16 (per year)
15 years – 19 years	20 (per year)
20 or more years	24 (per year)

An employee must successfully complete four months of employment before they are eligible to take vacation leave. After four (4) months of continuous service and successful completion of the 6 month exclusionary period, the employee will be credited with four (4) vacation days, valued at 12 hours per day. Additional leave will continue to accrue until eight (8) days are reached in the first year of employment. All vacation accruals are based on work anniversary date.

Employees with fewer than fifteen (15) years of service shall be entitled to accrue up to sixteen (16) days of vacation or 192 hours. No time will accrue past that amount. If you do not use your time when it reaches the maximum limit, you will lose it.

Employees with fifteen (15) or more years of service shall be entitled to accrue up to twenty-four (24) days of vacation or 288 hours. No time will accrue past that amount. If you do not use your time when it reaches the maximum limit, you will lose it.

When requesting vacation, employees are required to use Employee Self Service (ESS) or other payroll system adopted by the Town. Vacation requests should be submitted by December and shall be awarded based upon seniority. Requests for vacation after December should be submitted by the 15th of the month before the employee want to take vacation time and will be subject to approval by the Fire Chief/designee. The Fire Chief retains the right to refuse a vacation request if employees have not requested vacation in a timely manner and/or based on the Department's operating needs.

An employee will be paid any unused vacation upon leaving employment with the Town. Employees are expected to provide 14 days advance notice of their vacation. The Fire Chief reserves the right to deny vacation requests for operational needs.

Military Leave

Section 11: The Town complies with all state and federal laws concerning military leave. The Town will pay the employee the balance between service pay and the employee's regular

compensation for up to two (2) weeks of reserve training or service each year. Employees called up to active duty may utilize any available vacation or personal leave. Employees are expected to provide documentation of their orders as soon as reasonably possible to the Town Manager.

Jury Duty

Section 12: The Town will pay employees called for jury duty the difference between their regular pay and juror’s pay provided the employee provides an official statement of jury pay received. If an employee is released from jury duty during the workday, they are expected to check with their supervisor to see if they should report to work.

Leave of Absence

Section 13: An employee may be granted a leave of absence without pay or benefits by the Fire Chief.

Leave without pay or benefits shall not exceed one (1) year in length and shall be granted at the sole discretion of the Fire Chief. Holidays, vacation, and sick leave accruals shall not be earned or paid during a leave of absence nor shall any other employee benefits be accrued. Employees may choose to continue benefits for the duration of the leave and pay the employer and employee contribution. Employees must give at least fourteen (14) days advance written notice when requesting time off unless it is an emergency, which can be approved by the Fire Chief.

Family and Medical Leave

Section 14: Employees are entitled to family and medical leave under the federal Family and Medical Leave Act of 1993 (“FMLA”) or the Maine Family Medical Leave law when they meet all of the eligibility requirements of these laws. When leave is taken that qualifies both as FMLA and as permitted leave under any this Agreement, the leaves shall run concurrently.

ARTICLE 18: INSURANCE: LIFE, HEALTH AND INCOME PROTECTION

A. Life Insurance

During this Agreement, the Town agrees to pay one hundred percent (100%) of the employer and employee shares of the first Nine Thousand Dollars (\$9,000) coverage for regular employees who accept life insurance coverage under the Maine Retirement System Group Life Insurance Plan.

B. Health Insurance

The Town will pay 85% for employee, employee and spouse, employee with child(ren), and family coverage based on the employee’s eligibility of the cost of the Maine Municipal Employees Health Trust (MMEHT) PPO 500 plan. The Town reserves the right to change the insurance program and the insurer, provided the benefits remain substantially the same as the current benefits.

- (1) If an employee elects to participate in the health insurance program or meets the eligibility requirements for changing health insurance coverage (employee, employee with child(ren), employee and spouse, or family) provided by the Town under this section, the employee must elect or change coverage within 30 days of such eligibility. If the selection is not made within thirty (30) days after eligibility and the carrier permits retroactive coverage, the employee shall pay 100% of the premium for the period from the retroactive effective date of the new coverage to the date the employee applied for the new or increased coverage. Premiums for the period following the date of application shall be paid as provided in this section.
- (2) In the event that an employee has elected to have the Town deduct the employee's benefits and withholding contributions as set forth in this Article, the employee agrees that if he or she is unable to work and is being paid directly through the Workers' Compensation system, the employee shall be responsible for directly paying his /her contribution to those insurance plans. The Town shall issue a single reminder of this obligation to each employee who becomes responsible under this provision for making those direct contributions.

C. Cash-In-Lieu of Health Insurance

If an employee elects no medical coverage from the coverage the employee is entitled to receive under the terms of the Town's health insurance plan and documents that he or she is otherwise covered, the Town will pay the employee an annual sum of \$6,000 for Employee and Family coverage; \$5,000 for Employee and Child(ren) coverage; or \$4,000 for Employee Only coverage. The cash payment received under this provision is taxable income and shall be paid as an additional amount to the employee's regular paycheck in twice monthly installments throughout the year. Such an election will continue to remain in effect until such time as an employee has had a qualified family status change which permits the employee to change their election of coverage or a qualifying event under the Health Trust Portability Provision.

D. Medical Expense and Dependent Care Reimbursement

The Town will offer a Medical Expense Reimbursement Plan and Dependent Care Reimbursement Plan in conformity with the provisions of Section 125 of the Internal Revenue Code. If an employee elects to participate in the annual plan, the Town will pay the monthly maintenance fee for the Medical Reimbursement Plan.

E. Long-Term Disability and Income Protection

The Town will offer a long-term disability plan. Any employee who elects to participate in the Town's long-term disability shall be responsible for one hundred percent (100%) of the cost. The long-term disability plan is for employees enrolled in the 401 A plan.

For contract year 2023-24, the Town will offer a short-term disability/Income Protection plan. Employees electing to participate shall be responsible for fifty percent (50%) of its costs, with the Town responsible for the remaining cost. Effective July 1, 2024, employees electing coverage

will be responsible for one hundred percent (100%) of the plan and the Town will have no continuing financial obligation under this provision.

F. Vison and Dental Insurance

Employees may participate in the Town's Dental and Vision insurance plans at their own cost.

G. Workers Compensation

In addition to the above, when an employee covered by this Agreement is injured on the job, or disabled by an occupational disease arising out of and in the course of his/her employment (a valid Workers' Compensation claim), the employee shall receive full gross pay for the first week of disability from the Town, if payments from Workers' Compensation claim are not forthcoming by the normal pay day when the wages are paid by the Town.

G. Coordination of Benefits/Wages

Any employee absent from work and who is eligible for paid leave benefits, whether the benefit is paid by the Town or a third party vendor such as long or short-term disability protection or workers' compensation, may only use paid leave benefits such as sick leave to bring the employee's paycheck up to net average weekly pay. The intent of this provision is to prohibit an employee from receiving a greater take-home pay while absent from work. While on such leave, an employee shall continue to accrue paid leave time based on the percentage of the employee's accrued leave used to obtain the net average weekly pay.

ARTICLE 19: RETIREMENT HEALTH SAVINGS ACCOUNT

The Town shall contribute one percent (1%) of the employee's wages into the Town's "Retirement Health Savings (RHS) Plan" on a pretax basis, as defined by the Internal Revenue Service. This contribution will occur with each bi-weekly payroll.

ARTICLE 20: RETIREMENT

A. Employees may elect to become members of the Maine Public Employees Retirement System (MainePERS) Special Plan 3C, in accordance with MainePERS statutes and rules or to participate in the 401A Money Purchase Plan. For employees who elect the 401A plan, the Town shall contribute eight (8%) percent of gross annual earnings for each such employee who so requests, in writing, and each such employee shall contribute five percent (5%) of gross annual earnings into the 401A Money Purchase Plan

B. The above provisions are subject to change at any time as required by changes in applicable laws or regulations and/or changes in the provisions of the retirement system or plan referred to, and are subject to the requirements of said retirement system or Plan.

C. Deferred Compensation Plan (457).

Regular full-time employees, including those currently enrolled in MainePERS, may choose to participate in this qualified pension plan. This plan is available only to municipal employees and enables them to defer federal and state income taxes on savings until retirement. Employee contribution amounts are defined by the IRS. The maximum amount changes every year based on inflation. There is no Town contribution. Withdrawal of savings may be done with no penalty at retirement, termination of employment or in the event of an unforeseeable emergency as specified by the plan.

The Town further agrees to continue participation in the Social Security Program.

ARTICLE 21: INJURIES IN THE LINE OF DUTY

An employee who sustains a compensable illness or injury covered by Worker's Compensation arising out of and in the course of their employment with the Town shall, during the first four (4) weeks of incapacity to work resulting from the injury, be paid an amount sufficient, when added to the weekly payment of worker's compensation, to equal the employee's regular wage (the "supplemental payment"). No supplemental payments shall be made if, in the opinion of the Fire Chief and Town Manager, the accident occurred because of the employee's intoxication, a willful violation of rules and regulations on the part of the employee, or while the employee is in the employ of any other person, firm or corporation. Supplemental payments shall not be continued beyond four weeks per calendar year or per injury, whichever results in fewer payments by the Town.

Nothing herein shall be construed to require the Town to pay this benefit to employees whose injury or disability does not prevent them from being able to perform another job within the Town service on a temporary or permanent basis. Vacation and sick leave benefits shall accrue based on hours paid by the Town to compensate for benefit coverage during the time the employee is on leave and receiving Worker's Compensation benefits.

If an employee is absent from work for an extended period of time (such as in the case of a severe illness or injury), the employee will be discharged one (1) year from the last day worked. Any employee terminated under this policy whose absence resulted from a work-related injury may be entitled, upon request, to reinstatement to the employee's former position if the position is available and suitable to their physical condition, and if the employee is then qualified for employment in such position. If that position is not available or suitable, the employee is entitled, upon request, to reinstatement to any other available position for which the employee is then qualified and which is suitable to the employee's physical condition. The Town will attempt, when possible, to reasonably accommodate that employee's physical condition in any available position for which the employee is then qualified. Any employee reinstated under this policy shall have seniority rights computed on

the aggregate amount of time worked both before and after any break in service caused by a work-related injury.

ARTICLE 22: UNIFORM ALLOWANCE

Section 1. All bargaining unit employees are expected to maintain a neat, professional appearance while on duty. Employees shall maintain their uniforms in good condition, keeping them clean, and in good repair at all times. As such, the Town agrees to provide each member of the bargaining unit with the following.

Upon initial hire, the Town will issue the following uniform items:

- Three (3) Class B uniform shifts (short or long sleeve or any combination)
- Three (3) pairs of dark blue uniform pants, 1 pair may be substituted with a pair of shorts
- Two (2) blue tee shirts
- One (1) red polo and one (1) red tee shirt
- Two (2) uniform job shirts
- One (1) pair of uniform boots and shoes
- Black duty belt
- One (1) EMS Jacket meeting ANSI requirements (Current 5.11 jackets)

The Town agrees to replace any uniforms damaged or destroyed in the course of duty.

Upon separation of employment, the employee shall return all clothing and gear issued under this article to the Town.

Section 2. It shall be the responsibility of any employee having custody of any Town equipment or property to see that it is properly cared for, kept clean, and returned to its place of storage. Any employee believing a piece of equipment is defective shall report it to their Officer, who shall log the incident and take corrective steps to alleviate the hazard, if the Fire Chief determines that one exists.

Section 3. An employee sustaining damage to a watch, cell phone, eyeglasses, or dentures *only* shall promptly report the loss to the Fire Chief, along with corroborating evidence that the loss occurred in the line of duty. The Fire Chief, upon sufficient proof of such loss being sustained in the line of duty, shall authorize payment to that employee in the amount of the actual loss sustained, except that a maximum of one hundred and fifty (\$150.00) dollars is hereby established for damage to watches and cell phones. Where such personal property is capable of being repaired, the Town will not pay for replacement but only for the cost of repairing.

Section 4. The Town agrees to provide each member with 2 sets of turnout gear, 2 pairs of structural gloves, 2 hoods and a pair of structural boots. A primary set and a back up set of gear will be kept in order according to NFPA standards.

ARTICLE 23: TRAINING

Section 1: The Town of Falmouth requires all members of the bargaining unit to maintain their highest achieved license level of EMS. The Town shall offer necessary training opportunities for license levels, both in-house and otherwise.

Section 2: The Town of Falmouth agrees to cover the costs of tuition and books for approved trainings providing the employee successfully passes the course. In the event the employee does not pass the course, all costs of tuition and books will be reimbursed to the Town.

Section 3: Any employee may submit a training request for any outside training. The Fire Chief may approve trainings. If multiple members put in for the same training, seniority will be the governing factor.

Section 4: The Town will provide in-house training for members with licensures or certification that require CEHs to renew beyond their EMS license. Such trainings shall include, but not limited to Maine EMS IC license; CPR instructor; Care Safety Seat technicians.

ARTICLE 24: LICENSE ADVANCEMENT

Section 1: The town agrees to pay tuition and books for one (1) employee to attend Paramedic school and one member to attend Advanced EMT school at a time.

Section 2: If multiple employees make requests at the same time, seniority will be the governing factor in selecting who attends.

Section 3: Any employee attending Paramedic or Advanced EMT school pursuant to this Article shall agree in writing with the Town that they will remain employed in the bargaining unit for a period of not less than 5 years following completion of Paramedic school and 3 years for completion of Advanced EMT school and, in the event of a breach of that agreement, the employee will repay the Town all sums advanced for their schooling, in proportion to the fulfillment of their employment commitment. In the event that the employee fails to complete school, the employee will also reimburse the Town under the same terms.

ARTICLE 25: LICENSE REQUIREMENT

Section 1: All employees will be required to achieve and maintain the EMS license level of Advanced-EMT.

Section 2: Any employee hired without the Advanced-EMT licensure will have 3 years from date of hire to obtain the licensure.

Section 3: Employees employed as of July 1, 2023 shall be exempt from the licensure requirement contained in Section 2 above.

ARTICLE 26: FIREFIGHTER FITNESS

Section 1. All bargaining unit members shall maintain an acceptable level of physical fitness. The Department recognizes that the state of being physically fit is more important than the precise program followed to attain fitness. Therefore, a considerable amount of individual discretion is allowed in selecting and maintaining fitness activities. Evidence of acceptable fitness is determined annually during physical fitness assessments and during mandatory medical examinations.

Section 2. The Town shall provide a reasonable amount of time for physical fitness for on duty personnel.

ARTICLE 27: RESIGNATION

An employee planning to resign must provide written notification to the Town Manager at least two (2) workweeks prior to the effective date of resignation. An employee who fails to provide at least two (2) weeks notice shall not be considered to be in good standing and the employee will not be eligible to receive any accrued, unused sick leave that would otherwise be allowed in accordance with Article 17.

ARTICLE 28: MAINTAINING PROGRAMS AND SERVICES

NON-BARGAINING UNIT EMPLOYEES

In view of its need to provide services to clients, the Town may continue its practice of using non-bargaining unit staff to assist in the day-to-day operations, including without limitation Per Diem, Part-time, and Call members.

CONTRACTED SERVICES

The Town may continue to engage outside services to carry out its mission. Except under unusual circumstances, the use of outside services shall not cause a reduction in staff or regularly scheduled hours for employees in the bargaining unit. In such an event, The Town shall notify the Union no less than thirty (30) days in advance and shall bargain the impact of changes.

ARTICLE 29: NO STRIKE, WORK STOPPAGE, OR LOCKOUT

Section 1. The Union agrees that it will not instigate order, sanction, support, authorize, or tolerate strikes, walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct or indirect interference with the Town's operations. Neither the Union nor any officer, local Union

representative, Union steward, or other agent, representative, or member of the Union nor any employee shall engage in, induce, encourage, instigate, authorize, assist, aid, condone, or participate in any violation of this Article.

Section 2. The Union agrees that, in the event of any violation of Section 1 above, the Union will immediately and publicly order that such violations cease, and the Union, its officers, and other agents and representatives will use good faith efforts to cause such violations to cease and to cause work to resume fully.

Section 3. Employees participating in any activity prohibited under this Article shall be subject to immediate disciplinary action.

Section 4. During the term of the Agreement, the Town agrees there shall be no lockout.

ARTICLE 30: STABILITY OF AGREEMENT

The parties to this Agreement may, from time to time, make amendments, modifications, changes, or revisions in this Agreement, provided that said amendments, modifications, changes, or revisions are mutually agreeable, reduced to writing, in acceptable language and appended to the body of this Agreement.

The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or the Union, to the future performance of any such term or provision, and the obligation of the Union and the Town or such member for such future performance shall continue in full force and effect.

ARTICLE 31: DURATION OF AGREEMENT

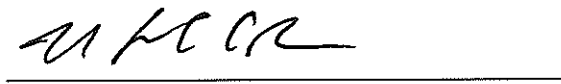
Section 1: Final Resolution: This Agreement represents the total understanding of the parties. The parties to this Agreement agree that matters covered by this contract shall not be the subjects of bargaining during the term of this contract, except by mutual agreement of the parties.

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

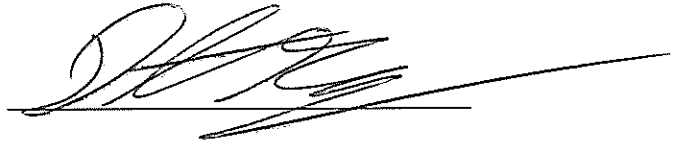
Section 3: Term: This Agreement shall be in effect and binding upon both the Town and Union as of the execution date of this Agreement and remain in effect through to June 30, 2026, except that Base Wages as provided in Appendix A shall be retroactive to July 1, 2023 for all employees employed as of the execution date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this September __, 2023.

For the Town of Falmouth



For the Union



APPENDIX A

I. BASE WAGES

Effective July 1, 2023 – COLA 5.00%; Paramedics additional \$1.50

Effective July 1, 2024 – COLA 4.75%; Paramedics additional \$1.25; Advanced EMT \$0.75

Effective July 1, 2025 – COLA 4.00%; Paramedics additional \$0.75

II. WAGE DIFFERENTIALS

Acting Officers shall receive an additional \$1.00/hour.

Acting Officers shall receive the full officer stipend when an officer is on leave for 30 or more consecutive days.

MEMORANDUM OF AGREEMENT – HEALTH INSURANCE/POS 200

Employees who maintained health insurance coverage under the POS 200 plan on July 1, 2023, shall be allowed to retain coverage under the POS 200 plan unless otherwise agreed by the parties or the plan is no longer available. Said employees shall be provided the opportunity to switch to the PPO 500 plan as of the execution date of this initial contract and/or during an open enrollment period but and thereafter may not re-enroll in the POS 200 plan.

MEMORANDUM OF AGREEMENT – HIRING OF LATERAL EMPLOYEES

For purposes of initial placement on the wage scale and vacation accrual for new employees, the Fire Chief may recognize prior documented work experience as an EMT or firefighter in accordance with the matrix guidelines as provided below. The Fire Chief's determination will be final unless arbitrary or capricious. Lateral entry will be utilized when the Fire Chief deems it necessary to recruit qualified employees into the bargaining unit. Seniority for all other purposes will be governed by their date of hire with Falmouth.

For purposes of defining experience in lateral transfers, the following ration of prior work to credit shall be observed:

Full-time career Fire and/or EMS experience will be a year for year ration for a maximum lateral cap at 10 years pay and vacation step.

Employees with volunteer/call company experience will receive a 3 to 1 year ration with a maximum lateral cap of 10 years pay and 5 years vacation step.

Employees with a combination of career and call company/volunteer experience will be given a ration based on the above rations for each type of experience with a max lateral cap of 10 years of pay step and 5 years of vacation step; unless the member has 10 or more years of career experience, in which case the max vacation shall be ten years.

Employees employed as of July 1, 2023, will be brought to the vacation step, following the guidelines above.

MEMORANDUM OF AGREEMENT – PROBATIONARY PERIOD FOR INITIAL CONTRACT

For purposes of this initial contract only, the probationary period for current employees employed as of the execution date of this initial agreement shall be six (6) months from date of hire. This Memorandum will expire on its own terms when covered employees complete their probationary period.

TOWN OF FALMOUTH
FIRE-EMS WAGE RATE TABLES

As of July 1,2022	Starting Rate	After 2 Years	After 5 Years	After 10 Years	After 15 Years	After 20 Years
Lieutenant Medic	\$ 28.83	\$ 29.90	\$ 30.98	\$ 32.05	\$ 33.14	\$ 34.22
Medic	\$ 25.83	\$ 26.90	\$ 27.98	\$ 29.05	\$ 30.14	\$ 31.22
AEMT	\$ 23.68	\$ 24.76	\$ 25.83	\$ 26.90	\$ 27.98	\$ 29.06
FF/Basic EMT	\$ 23.14	\$ 23.68	\$ 24.76	\$ 25.83	\$ 26.91	\$ 27.98

As of July 1,2023	5.00%	Starting Rate	After 2 Years	After 5 Years	After 10 Years	After 15 Years	After 20 Years
Lieutenant Medic		\$ 32.02	\$ 33.15	\$ 34.28	\$ 35.40	\$ 36.55	\$ 37.68
Medic		\$ 28.62	\$ 29.75	\$ 30.88	\$ 32.00	\$ 33.15	\$ 34.28
Lieutenant AEMT		\$ 28.26	\$ 29.40	\$ 30.52	\$ 31.65	\$ 32.78	\$ 33.91
AEMT		\$ 24.86	\$ 26.00	\$ 27.12	\$ 28.25	\$ 29.38	\$ 30.51
Lieutenant EMT		\$ 27.70	\$ 28.26	\$ 29.40	\$ 30.52	\$ 31.66	\$ 32.78
FF/Basic EMT		\$ 24.30	\$ 24.86	\$ 26.00	\$ 27.12	\$ 28.26	\$ 29.38

As of July 1,2024	4.75%	Starting Rate	After 2 Years	After 5 Years	After 10 Years	After 15 Years	After 20 Years
Lieutenant Medic		\$ 34.78	\$ 35.96	\$ 37.15	\$ 38.32	\$ 39.52	\$ 40.71
Medic		\$ 31.23	\$ 32.41	\$ 33.60	\$ 34.77	\$ 35.97	\$ 37.16
Lieutenant AEMT		\$ 30.34	\$ 31.54	\$ 32.71	\$ 33.89	\$ 35.08	\$ 36.26
AEMT		\$ 26.79	\$ 27.99	\$ 29.16	\$ 30.34	\$ 31.53	\$ 32.71
Lieutenant EMT		\$ 29.00	\$ 29.59	\$ 30.79	\$ 31.96	\$ 33.15	\$ 34.33
FF/Basic EMT		\$ 25.45	\$ 26.04	\$ 27.24	\$ 28.41	\$ 29.60	\$ 30.78

As of July 1,2025	4.00%	Starting Rate	After 2 Years	After 5 Years	After 10 Years	After 15 Years	After 20 Years
Lieutenant Medic		\$ 36.92	\$ 38.15	\$ 39.38	\$ 40.60	\$ 41.85	\$ 43.09
Medic		\$ 33.23	\$ 34.46	\$ 35.69	\$ 36.91	\$ 38.16	\$ 39.40
Lieutenant AEMT		\$ 31.55	\$ 32.80	\$ 34.02	\$ 35.24	\$ 36.48	\$ 37.71
AEMT		\$ 27.86	\$ 29.11	\$ 30.33	\$ 31.55	\$ 32.79	\$ 34.02
Lieutenant EMT		\$ 30.16	\$ 30.77	\$ 32.02	\$ 33.24	\$ 34.47	\$ 35.70
FF/Basic EMT		\$ 26.47	\$ 27.08	\$ 28.33	\$ 29.55	\$ 30.78	\$ 32.01

APPENDIX

GRIEVANCE FORM

STAGE

DATE OF FILING

(1) Fire Chief _____

(2) Town Manager _____

(3) Arbitration _____

1. GRIEVANT: _____

2. POSITION: _____

3. CONTRACT PROVISION ALLEGED VIOLATED: _____

4. TIME, DATE, AND PLACE OF OCCURRENCE: _____

5. STATEMENT OF GRIEVANCE (include events and conditions of the grievance and persons responsible): _____

6. REDRESS SOUGHT: _____

SIGNATURE OF PERSON SUBMITTING GRIEVANCE

DATE

Town of Falmouth
Memorandum of Understanding – Referral Bonus

This Memorandum of Understanding is entered into between the Town of Falmouth (the “Town”) and the Falmouth Professional Firefighters IAFF Local 5306 (the “Association”) (together, the “Parties”), on September 11, 2023, (the “Effective Date”) for the purpose of attracting and retaining qualified applicants with the Falmouth Fire-EMS Department. To facilitate this purpose, the undersigned agree to the following referral initiative, together with the following amendments to the Parties collective bargaining agree:

1. **Referral Bonus.** The Town shall pay a referral bonus of up to \$2,500 to any bargaining unit member who successfully refers a qualified full-time employee to the Town for employment. To be eligible for this referral bonus, the applicant whom the employee refers to the Town must:
 - a. identify the employee as the referral source;
 - b. be hired by the Town as a full-time employee; and
 - c. successful completion of their probationary period.
 - d. Referring employee must notify Human Resources and submit the designated paperwork.

This referral bonus shall be paid in two lump sum payments of \$1,250 each. The first lump sum payment shall be payable after the successful hire of the referred candidate completes four (4) weeks working in Falmouth. The second lump sum installment shall be payable upon the referred candidate’s successful completion of their probationary period. If the referred candidate does not successfully complete their probationary period, the employee shall not be entitled to the second lump sum payment. All referral payments will be made during the regular bi-weekly payroll process and will subject to applicable taxes.

Payment of a referral bonus under this Agreement shall be managed by the Town Manager or their designee, who shall be responsible for the oversight and implementation of this program. Any dispute regarding the same shall be resolved by the Town Manager and shall not be subject to the grievance or arbitration procedure. This incentive may be modified, changed, or discontinued at the discretion of the Town Manager/designee.

Date: Sept 13, 2023



For the Falmouth Professional Firefighters IAFF Local 5306

By: David Bony

Its: President



For the Town of Falmouth

By: Nathan Poore

Its: Town Manager

