

**Professional Firefighters of Kennebunk**



**IAFF Local 5352**

**TOWN OF KENNEBUNK**



**January 1, 2023 – June 30, 2025**

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## **ARTICLE 1 – PREAMBLE**

**Section 1:** 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 Kennebunk, herein after referred to as the “Town” and the Professional Fire Fighters of Kennebunk, IAFF Local 5352 hereinafter known referred to as the “Union.”

## **ARTICLE 2 - UNIT RECOGNITION**

**Section 1:** The Town recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and working conditions for all full-time firefighters up to captains, employed by the Kennebunk Fire Rescue, who are public employees.

**Section 2:** This agreement shall NOT apply to Chief Fire/EMS officers, Per-Diems, and fire department business administration or Non-Union employees.

## **ARTICLE 3 -PROBATIONARY PERIOD**

**Section 1:** All new employees as of the date of this contract shall serve a probationary period of one [1] year. During the probationary period, an employee may be discharged without cause and have no right of appeal. Please refer to the Probationary Period Section of the Town’s Personnel Policy/Employee Handbook for more information.

## **ARTICLE 4 - NON-DISCRIMINATION CLAUSE & EMPLOYEE RIGHTS**

**Section 1:** Employees covered by this Agreement shall have the right to join, or refrain from joining, the Union. No department member shall be favored or discriminated against, either by the Town or by the Union, because of membership or non-membership in the Union.

**Section 2:** All persons within this Unit who have worked at least six (6) months shall be considered subject to the provisions of this Agreement as per Title 26 MRSA, Chapter 9-A, once voted in by the membership. Employees remain in the probationary period until one (1) year.

**Section 3:** The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, religion, age, sex, physical or mental disability, sexual orientation (including gender identity and expression), national origin or ancestry, marital status, citizenship, genetic information, protected veteran status, color, political affiliation, whistle-blower activity, or any other status protected by law, except when based on a bona fide occupational qualification, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, religion, age, sex, physical or mental disability, sexual orientation (including gender identity and expression), national origin or ancestry, marital status, citizenship, genetic information, protected veteran status, color, political affiliation, whistleblower activity, or any other status protected by law, except when based on a bona fide occupational qualification.

**Section 4:** The use of the nouns or pronouns of he, she, and they is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex, gender identity, and expression. Any future language changes will be included automatically.

**Section 5:** Nothing in this Article shall diminish the right of any employee covered hereunder to present his/her/their own grievances as set forth in Title 26 MRSA, Chapter 9-A, Section 967.

**Section 6:** Employees shall not be denied their rights to free speech or any other constitutional rights, provided, however, they do not use privileged information for personal reasons and their conduct during work hours and operations of the Town government in any way.

**Section 7:** Any employee shall have the right to be represented or accompanied by the Union representative when appearing before the Fire Rescue Chief, Town Manager, or their delegate on any grievance, or when disciplinary action is likely to result. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, the employee shall comply with the rules and then grieve if the employee feels he/she/they has been wronged.

**Section 8:** Nothing herein is intended to deny any employee his/her/their lawful rights to file complaints with applicable regulatory agencies as allowed by law. The Town shall not engage in any acts of retaliation whatsoever, provided, however, employees are encouraged to bring such matters of concern to the attention of the Fire Rescue Chief prior to filing any such complaints and employees shall be required to notify the Fire Rescue Chief within forty-eight (48) hours when any such complaints are filed, to include copies of any written submittals. In the event that an employee has a complaint involving the Fire Rescue Chief, they will refer to the Complaint Process Section of the Town's Personnel Policy/Employee Handbook.

**Section 9:** An employee may choose to use the grievance procedure [Article 13] to pursue any alleged violation under this Article, or may choose to pursue the matter through the Maine Human Rights Commission or a federal or State court; but the employee shall be limited to only one of these actions.

**Section 10:** Outside employment: bargaining Union employees may engage in outside employment, subject to the following:

- A. No Union employee may engage in outside employment that is in direct conflict with his/her/their position as a member of the Kennebunk Fire Rescue.
- B. No Union employee may work outside employment within twelve (12) hours prior to the start of the regular shift unless authorized by the Fire Rescue Chief.
- C. All employees shall notify the Fire Rescue Chief within 48 hours with any injuries sustained in any outside employment.

**Section 11:** All employees shall furnish the Fire Rescue Chief with written official documentation as soon as feasibly possible from the time of the event if they are convicted or plead nolo-contendere to any misdemeanors or felonies. The said documentation from event shall become a permanent part of the employee's personnel file and may result in discipline up to and including termination at the discretion of the Fire Rescue Chief and Town of Kennebunk.

**Section 12:** For all unit employees, there will be no requirements on an employee's place of residency by mileage, municipality, or travel time.

**Section 13:** The Town shall post an electronic copy of the Collective Bargaining Agreement on the employee intranet within thirty [30] days after the signing of this Agreement.

**Section 14:** All employees shall also follow the Rules of Conduct/Work Rules Section of the Town's Personnel Policy/Employee Handbook.

### **ARTICLE 5 - JOB DESCRIPTIONS**

**Section 1:** Up-to-date professional job descriptions shall be prepared at the direction of the Fire Rescue Chief and Labor Management with due regard to local standards and other recognized Fire Service and/or Emergency Medical Service criteria, as appropriate. All Job Descriptions shall be made available within the departments SOP Manual. Copies of updated job descriptions shall be provided to the Human Resources Department for final review. These job descriptions shall set forth the following information:

- Job Title
- Classification/qualifications
- Responsible to and evaluated by
- Essential Duties and Responsibilities
- Education and experience qualifications
- Knowledge, skills, and abilities qualifications
- Physical requirements and Work Environment
- Equal Employment Opportunity/Anti-Discrimination Policy

**Section 2:** Each employee covered by this agreement shall have an Annual Performance Appraisal commencing in November. The department shall refer to the Performance Appraisal Process Section of the Town's Personnel Policy/Employee Handbook for guidance.

### **ARTICLE 6 –MANAGEMENT RIGHTS**

**Section 1:** The Town retains all rights and authority to manage and direct its employees and to determine work shift assignments, except as otherwise specifically provided in this Agreement. The town retains the right to plan, set, and control services methods and means for department. The Union acknowledges the right of the Town to make such reasonable rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. The Town agrees to publish, enforce, and forward copies of any and all final rules and amendments to the Union.

These rights include, but are not limited to the right:

- To determine its mission, policies, and to set forth all standards of service to the Public;
- To plan, set, control, and determine the operations or services to be conducted by the employees of the Town;
- To determine the methods, means, number of personnel needed to carry out the department's mission;
- To direct the working forces;
- To hire and assign or to transfer employees within the department or other Town functions;
- To promote, suspend, discipline, or discharge for just cause;
- To lay-off or relieve employees due to lack of work or funds or for any other legitimate reasons;
- To make, publish and enforce rules and regulations;
- To introduce new or improved methods, equipment, or facilities;
- 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 Select Board 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.

## **ARTICLE 7 - UNION RIGHTS AND RESPONSIBILITIES**

**Section 1:** The Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the Unit. The Union is responsible for representing the interests of all employees in the Unit without discrimination and without regard to labor organization membership. However, nothing in this Agreement shall be so interpreted as to require the Union to represent a Bargaining Unit Employee in processing a grievance, or to continue to represent her/him/them, if the Union considers the grievance to be invalid or without merit.

**Section 2:** The Union shall be given the opportunity to have a representative at any formal discussion between one or more representatives of the Town and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or any examination of an employee of the unit by a representative of the Town in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action against the employee and the employee requests representation. Normally the Union will be represented by one [1] representative from the Local and/or one [1] representative from the IAFF or PFFM (Professional Fire Fighters of Maine).

**Section 3:** The Town agrees to recognize the elected officers of the Union and any persons appointed to a position of responsibility as duly designated officials of the Union. The Union agrees to submit to the Town a list of officers/appointments and to update the names as changes occur. Authorized representatives of the Union (not employees in the unit) may enter Town premises, with permission from the Fire Rescue Chief, during normal working hours for the purpose of carrying into effect the provisions of this Agreement. Prior to such visits by such representatives, the Union President will notify the Fire Rescue Chief in advance of the visit. The Union shall not interfere with departmental operations, and the Fire Rescue Chief shall not interfere with Union official business.

**Section 4:** It is agreed that Union officials, as described in Section 3 above, are authorized a mutually reasonable amount of official time away from the job to promptly and expeditiously perform their representational and union duties and responsibilities. Authorization for utilizing official time must be obtained from the Fire Rescue Chief prior to any union official utilizing official time. Additional time may be authorized by the Fire Rescue Chief and/or the town's designee. With permission of the Fire Rescue Chief, the President or Alternate may be allowed time off without pay to attend official Union functions (such as an annual convention) for up to five (5) days per year provided that the request is made in writing at least ten (10) calendar days in advance of such function, there is no disruption of departmental operations, and provided that the Town does not incur any expenses as a result of the absence of said President or Alternate. The union employee on approved leave will not be forced during this time.

**Section 5:** With the permission of the Fire Rescue Chief, the Union may continue to conduct its business, including the conduct of Union meetings, at the fire station, or mutually agreed upon location. Any/all on duty union members will be allowed to attend. The conduct of Union business shall not interfere with normal activities of the Department. The Fire Rescue Chief will make every effort not to schedule training during union meetings.

**Section 6:** Any employee of the union acting in any official capacity whatsoever shall not be discriminated against for his/her/their acts as an officer of the union so long as the acts do not interfere with the conduct of the Town's business, nor shall there be any discrimination against any employee because of the union membership, position or activities.

**Section 7:** The Town agrees to deduct from salaries money for the Union's dues and initiation fees. Unit employees must submit a signed authorization form as agreed to by the parties in order to have their union dues deducted from their salary. The amounts to be deducted shall be certified to the Town by the Secretary-Treasurer of IAFF Local 5352 [in writing], and deductions for dues shall be forwarded promptly to the Secretary-Treasurer of IAFF Local 5352 at the end of each week in which deductions were made. In the event that dues are increased, the Union shall notify the Town at least thirty (30) days prior to the effective date of the dues increase. The Union shall indemnify, defend and hold the Town harmless against any claims made, and any suits against the Town on account of payroll deductions of such dues. The Union agrees to refund to the Town any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

## **ARTICLE 8 – DUTIES**

**Section 1:** The duties of employees shall normally include but not be limited to the prevention, control and extinguishment of fires; emergency medical response, emergency rescue, the readiness and appearance of KFR assets, and the care and maintaining of all department quarters utilized by the employees. The duties shall also be defined within the Job Description of each position in the KFR. Any changes to duties shall be referred to the LMC for review and changed by mutual consent.

**Section 2:** It shall be the responsibility of any employee having custody of any equipment to see that it is properly cared for, maintained, kept clean, and returned to its place of storage. Minor vehicle maintenance is also the responsibility of the employee.



**Section 3:** The Parties recognize that routine maintenance on KFR apparatus, buildings and grounds (grounds to include walkways, aprons, and other areas used by staff and public) is essential in providing a workplace free from recognized hazards, working and living conditions that are neat and clean, and to present a professional environment for KFR personnel and members of the public. Beyond the current practice, the Labor Management Committee process will establish and maintain the routine maintenance list for those minor maintenance requirements scheduled periodically on a day-to-day basis and throughout the calendar year that may be performed by unit employees for KFR apparatus, buildings and grounds. Routine maintenance shall not take priority over any scheduled training.

**Section 4:** Any unit member doing repairs/service above routine maintenance (defined in the vehicle manual by the manufacturer) to any vehicle shall be certified to meet NFPA Standard 1911 and NFPA 1071 as an Emergency Vehicle Technician Professional Qualifications.

**Section 5:** Normally, routine maintenance of KFR apparatus, buildings, and grounds will be performed during the hours 0800 – 1700 hours. In the event of a snow storm, snow removal will be performed on Green Street Town Hall entrance, fire department entrances at all stations, and bay doors throughout the storm regardless of time of day. Special KFR projects to enhance/repair and/or upkeep apparatus, buildings and grounds not defined as routine maintenance will be presented to the LMC for review and action. Special Projects normally will be performed by those unit employees with a special skill set and/or interest in working on the special project and who volunteer for these projects unless otherwise agreed to by the parties. The parties will attempt to schedule these special projects in a way not to interfere with KFR mission requirements, readiness or scheduled training.

## **ARTICLE 9 – DRIVER’S LICENSE**

**Section 1:** As a condition of hire and continued employment, all employees must have a valid driver’s license. If an employee’s driver’s license is suspended, he/she/they shall be suspended from employment without pay for the period he/she/they is without a valid driver’s license, not to exceed forty-five (45) days. If the employee has lost their license for a period longer than the forty-five [45] days, the employee may request an extended unpaid leave of absence to the Fire Rescue Chief. The unpaid leave of absence may be granted by the Town Manager on recommendation of the Division Director. Such leave shall not exceed one year. The Town has no obligation to grant the leave. If granted, the employee will accrue no paid benefit time during the extended unpaid leave of absence, but may pay the premiums to maintain an active coverage, subject to Section B of the Town’s Unpaid Leave of Absence Policy. Upon eligibility to return to work, the employee may request reinstatement and said reinstatement shall be granted if a vacancy exists. If an employee loses his/her/their license a second time, the employee shall be subject to further discipline up to and including termination.

**Section 2:** At the Town’s sole discretion, an employee who does not possess a valid driver's license may be allowed to work if appropriate work is available that does not require a valid driver’s license. Any decisions made shall not constitute as a precedent or past practice.

## ARTICLE 10 - NO STRIKE

**Section 1:** There shall be no strike or slow down by the Union nor any lock out by the Town during the life of this Agreement. Such activities engaged in by unit employees may be just cause for dismissal and will not be eligible for the grievance process.

## ARTICLE 11 - UNION BULLETIN BOARD/UNION CHARTER

**Section 1:** The employer shall provide space in the Fire Station for a Union bulletin board and Union Charter. All Union employees shall have access to the bulletin board. It shall be defined as the property of IAFF Local 5352.

**Section 2:** The Union Officials and the Fire Rescue Chief shall mutually agree upon the location of the bulletin board.

## ARTICLE 12 – LABOR-MANAGEMENT PARTNERSHIP

**Section 1:** The Parties hereby agree to continue and maintain a “Labor Management Relationship” that will open a new era where the Union, the Town, the Fire Rescue Department and all Fire Rescue Department employees shall work together to create a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever-changing needs of the Fire Department and the Town of Kennebunk. Furthermore, the Parties agree to implement this relationship with a firm commitment to avoid an adversarial relationship and work together towards developing and maintaining a quality Labor-Management relationship that fosters mutually beneficial outcomes. To this end, the parties agree to continue to maintain a Labor-Management Partnership Committee. The primary goal of the Labor-Management Partnership is collaborative decision making.

**Section 2:** This Committee will provide a means for allowing the Town and all unit members to become full partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to problems.

**Section 3:** The goals and objectives of this Committee are as follows:

- To further the Fire Rescue Department’s Mission by using a collaborative approach.
- Foster a more productive and cost-effective service to the citizens of Kennebunk.
- Promote a better morale among all Fire Rescue Department employees.
- Enhance the working conditions for all Fire Rescue Department employees.

**Section 4:** This Committee shall consist of no less than two [2] IAFF 5352 Union Representatives and the option of two [2] Management Representatives with each party selecting its own members. When needed or requested by either the union or management, a representative of Human Resources and/or the Town Manager may attend meetings. The committee will have the option of asking one (1) PFFM representative to sit in as seen fit. At its 1<sup>st</sup> Labor-Management Partnership Meeting, the committee shall establish and maintain the guidelines the committee will utilize to conduct its business.

**Section 5:** The Labor-Management Partnership committee shall meet on an agreed upon basis, however; if an issue(s) arises, the committee shall hold the meeting. The minutes of the meeting shall be made available and an agenda shall be posted by mutual consent.

### **ARTICLE 13 - GRIEVANCE/ARBITRATION PROCEDURE[S]**

**Section 1:** A Grievance shall mean any claimed violation, misinterpretation or misapplication or a controversy or meaning that may arise between the Town, the Union and/or any bargaining unit employee[s] relating to this agreement.

**Section 2:** Nothing in this Article shall be deemed to deny an aggrieved unit employee the right to present their own grievance to the E-Board as set forth in Title 26, M.R.S.A. In such event, the aggrieved employee shall forward a copy of the grievance being filed with any and all supporting information and material to the Union Executive Board of IAFF Local 5352. A Union representative 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 shall be provided a copy of any decision rendered by the Town under this section.

**Section 3:** Except in the case of disciplinary actions, individual identical grievances may be consolidated at Step 2 and processed by the Union as one grievance throughout the remainder of the procedure by mutual consent of both the Union and the Town. Any decision rendered in connection with a consolidated grievance shall be binding on the other grievance(s).

**Section 4:** A grievance will be considered timely if it is submitted within fourteen (14) calendar days from the date of the incident out of which the grievance arose or within fourteen (14) calendar days of the date the grievant became aware of the incident. Time limits outlined in this article may be extended by written mutual consent of the parties.

**Section 5:** Grievance Procedure: 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, law, ordinance or policy which is alleged to have been 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.

Step 1: An employee(s)/Union claiming to have a grievance shall present it to the Union E-Board in writing (as outlined in section 4 above), who will determine if the grievance is valid. The Fire Rescue Chief shall then be notified and meet with the parties to resolve the grievance within fourteen [14] calendar days after receipt of the written grievance. If resolution of the grievance is not within the authority of the Fire Rescue Chief, he/she/they shall so inform the grievant and his/her/their representative at this meeting and refer them to Step 2 of the grievance procedure. If the resolution of the grievance is within the Fire Rescue Chief's authority to resolve, he/she/they shall render a decision in writing within fourteen [14] business calendar 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)'s representative.

Step 2: If the Fire Rescue Chief's decision is unsatisfactory, the employee/Union may, within seven (7) calendar 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 fourteen (14) calendar days after receipt of the grievance. The Town Manager shall render a decision in writing within fourteen (14) calendar 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)'s representative.

Step 3: If the Town Manager's decision is unsatisfactory or the Parties are unable to resolve the grievance as a result of the Step 2 meeting, the Union may, within fourteen (14) calendar days of the Step 2 response, file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance. If the services of the Maine Board of Arbitration and Conciliation become unavailable, the Union may file a request with the Federal Mediation and Conciliation Service or a mutually agreeable single arbitrator.

Step 4: Arbitration Procedure: The arbitrator shall have no authority to add to, subtract from or modify any of the provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties and the arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of the testimony and final argument. 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.

#### **Section 6, Miscellaneous:**

- A. 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.
- B. Grievances concerning letters of caution or requirements, letters of reprimand, suspensions and terminations will be processed under this procedure beginning at step one.

### **ARTICLE 14 -DISCIPLINARY ACTIONS**

**Section 1:** The parties agree that the purpose of disciplinary action is to correct the offending employee's behavior/performance.

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

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

- A. Documented Verbal Counseling
- B. Written Reprimand

- C. Suspension without Pay
- D. Demotion, if available
- E. Discharge/Termination

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

**Section 4:** Prior to initiating disciplinary action of a non-probationary employee, the following procedures will normally be followed. If the Town contemplates the suspension or termination of an employee, he/she/they may be immediately placed on paid administrative leave pending the investigation and the final determination with respect to the proposed disciplinary action.

- A. The Town will make every effort to issue a written notice of the alleged offense and proposed discipline as soon as possible, normally fourteen (14) calendar days after becoming aware of the incident.
- B. A pre-action investigation or inquiry will be made to determine the facts. Part of this investigation shall include a discussion with the affected employee and others having information about the incident.
- C. The employee will be notified in advance of the time of the discussion, and if the employee is advised that disciplinary action is being contemplated, the employee is entitled to have a Union representative present. Once a representative is requested, the employee will be allowed a reasonable amount of time, normally not more than five (5) calendar days, to obtain union representation. During this delay, no further questioning of the employee will take place, except in the case of alleged criminal matters.
- D. The employee or his/her/their designated representative will be permitted to offer written and/or oral statement to the deciding official during the pre-action investigation. The written statement may be submitted at the meeting or no later than five (5) calendar days from the date of the above referenced meeting, unless mutually extended not to exceed fourteen (14) calendar days.
- E. The Town will make reasonable efforts to undertake disciplinary actions in a prompt and timely manner, normally within fourteen (14) calendar days after conclusion of the pre-action investigation.

If an employee is subsequently suspended, he/she/they shall be notified in writing of the effective date[s], reason and duration. Said notice shall be presented upon his/her/their return to work from paid administrative leave, or within forty-eight (48) hours of the suspension taking place, whichever comes first. Said notice shall also contain a statement informing the employee of his/her/their rights of appeal under the grievance proceedings as set forth herein. A suspension shall be unpaid and the employee shall follow the Employee Conduct and Rules of Conduct/Work Rules section of the Town's Personnel Policy/Employee Handbook.

If the employee is subsequently discharged, he/she/they shall be informed of the reason[s] for discharge and of the effective date within forty-eight (48) of the discharge taking place. Said notice shall also contain a statement informing the employee of his/her rights of appeal under the grievance proceedings as set forth herein.

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

**Section 6:** The town and the union shall refer to the Discipline & Corrective Action section of the Town's Personnel Policy/Employee Handbook for guidance.

### **ARTICLE 15 - PERSONNEL FILE**

**Section 1:** Insofar as permitted by law, all personnel records, including home address, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other Town officials, except upon a legally authorized subpoena or written consent of the member.

**Section 2:** Upon request, a member shall have the right to inspect his/her/their official personnel record. Inspection shall be during regular business hours by appointment only and shall be conducted under supervision of the Human Resources within five (5) days. A member shall have the right to make duplicate copies. No records shall be withheld from a member's inspection. A member shall have the right to add to his/her/their personnel file a written, signed, and dated refutation of any material which a member considers detrimental within five (5) days. Nothing detrimental may be added to the member's file without first providing a copy to the member.

**Section 3:** No written reprimand which has not previously been the subject of a hearing shall be placed in an Employee's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) calendar days thereafter, the member may file a signed and dated written reply. If the person filing the reprimand thereafter places the written reprimand in the Employee's personnel file, they shall also include the reply.

**Section 4:** All discipline infractions placed in an employee's file for an infraction that is less than a suspendable offense shall be purged from the file if there is no similar disciplinary offense within the next eighteen (18) months subsequent. All employee refutations which go into the personnel file shall also be expunged along with the items to which they pertain.

**Section 5:** The Town shall maintain personnel records of all employees for a period of time, as prescribed by law.

### **ARTICLE 16 - PROFESSIONAL LICENSES/TRAINING**

**Section 1:** All full-time hires must be a minimum of Firefighter 1&2 Pro-board, EMT-Basic and shall be required to become an Advanced EMT within one (1) year of hire date and maintain his/her/their EMS license. In the event he/she/they is unable to obtain the required class, the probation period shall be extended. The town shall pay for all cost associated to obtain Advanced EMT to include supporting coverage.

**Section 2:** All full-time employees must maintain the highest EMS license achieved as a condition of hire. The Town agrees to make available as many required CEHs as possible for maintaining his/her/their EMS license levels at the Advanced and Paramedic level.

In the event a management-approved class occurs while off duty, the employee will be compensated at their appropriate overtime rate. Travel time shall not be included.

**Section 3:** Employees shall receive time and one-half [1 1/2] overtime for all “mandatory training” that is attended outside of regularly scheduled work hours [off-duty]. The Chief may require employees to attend “mandatory training” during regularly scheduled working hours [on-duty]. The following shall be classified as “mandatory training”:

- A. Training that is required as a condition of employment, excluding CEH hours but specifically including PALS and ACLS.
- B. On-duty personnel shall only be utilized as instructors after every reasonable effort has been made to hire off-duty instructors.
- C. Staff meetings required by the Chief or Town of Kennebunk.
- D. Any other training that is a condition of employment (i.e., Bureau of Labor Standards mandated training).
- E. Any other off-duty activity that is attended per a directive of the Chief.
- F. The parties shall meet to discuss training not defined within Article 16.

**Section 4:** Any other continuing Education and Training shall be referred to the Town’s Personnel Policy/Employee Handbook.

**Section 5:** The town agrees to make an effort to pay for elective training fees when approved by the chief and fiscally feasible, however, there will be no hourly compensation.

### ARTICLE 17 - COURT TIME

**Section 1:** Any employee, who is subpoenaed for testimony during their course of employment with the Town to attend court, depositions, arbitration hearings, or labor board hearings for job related, off-duty testimony, will receive a minimum of two (2) hours of pay at the applicable rate plus an amount equal to that of the Town’s mileage rate from Central Fire Station for such attendance. If the employee is required to stay in attendance for more than two [2] hours in any one day, the employee will be paid at the applicable rate for the actual hours spent in attendance that day. If a fee is received for such attendance, it shall be given to the Town. This article covers only those circumstances where the employees’ participation is solely for the benefit of the Town and/or is required as the result of the employees’ duty to the Town. All hours under this article shall be paid at one and one half 1 ½ his/her/their rate of pay outside his/her/their normal work hours.

**Section 2:** If an employee is on duty, the Fire Rescue Department shall cover the employee for the duration of court time to include travel time to and from the Courthouse.

**Section 3:** When the employee is on duty, the employee shall report back to work as soon as possible.

## **ARTICLE 18 - JURY DUTY**

**Section 1:** Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid regular wages while performing jury duties or jury services.

**Section 2:** An employee upon release from jury duty must report back to work if such release is during his working hours

**Section 3:** Anything not covered in this article shall follow the Jury Duty Section of the Town's Personnel Policy/Employee Handbook.

## **ARTICLE 19 - SENIORITY**

**Section 1:** The Town shall establish a seniority list naming all full-time employees covered by this Agreement, with the employee with the greatest seniority [years of service] in the Kennebunk Fire Department listed first. Said list shall be amended from time to time as circumstances shall warrant.

**Section 2:** Seniority for the purpose of this Agreement shall be interpreted to mean the length of continuous service in the department only from date of last full-time hire.

**Section 3:** The Fire Rescue Chief will establish a seniority list for all full-time employees, which shall be posted on the stations bulletin board in January of each year. Seniority shall be interpreted to mean the length of continuous service within the unit from the date of last hire. The list shall remain on the bulletin board and any objection to said list must be made in writing to the Fire Rescue Chief. Immediately following approval of the list, the Fire Rescue Chief will provide three (3) copies to Union. Seniority begins to accrue when a new employee physically starts work with the Fire Rescue Department.

**Section 4:** In the event it becomes necessary for the Town to lay off employees for any reason, the employees shall be laid off in the inverse order of their seniority by classification with bumping rights within the department, provided the employees remaining are able to perform the available work. Employees shall be recalled in the reverse order of lay-off provided such employees are able to perform the available work. Seniority shall be maintained for twelve (12) months from the date of lay-off. Seniority rights shall be retained during illness, accident, or approved leaves of absence. For a period of twelve (12) months after lay-off, employees shall have a right to be recalled. 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. If, following a lay-off, the employee fails or refuses to notify the Town of his/her/their intention to return to work within seven (7) calendar days after a written notice of recall is sent by certified mail to his/her/their last address on record with the Town, the employee has waived his/her right to recall.

## **ARTICLE 20 HOLIDAYS**

**Section 1:** The following shall be recognized as paid holidays:



New Year's Day	Labor Day
Martin Luther King Jr. Day	Indigenous Peoples Day
President's Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth Day	Christmas Day
Independence Day	
Floating Holiday	

In cases where holidays fall on weekend days, requiring other Town employees to observe it on a Friday or Monday, unit members will observe it on the actual holiday date.

**Section 2:** The two (2) personal days will be paid for on the week it is taken. Each personal day is a twelve (12) hour time block. Unit members wishing to take a personal holiday shall attempt to give as much notice prior to taking the personal holiday as possible to avoid a force. The personal holidays must be used in the calendar year in which they are given or they will be lost.

**Section 3:** The floating holiday consists of twelve (12) hours and may be taken by unit members, subject to approval, at any time during the calendar year. The floating holiday must be used in the calendar year in which it is given or it will be lost.

**Section 4, Holiday Pay:** Commencing with signing this Agreement, employees who actually work the holiday shall be paid at the rate of one and one-half (1 1/2) times the hourly rate of pay for all twelve (12) hours worked on the holiday.

**Section 5:** Any overtime vacancy created on a holiday requiring a force shall be paid at two (2) times the regular rate of pay for twelve hours.

**Section 6:** Any member that calls out sick on a holiday will not receive holiday pay.

**Section 7:** In the event a unit member utilizes sick time for a sick child or family member on a holiday, a doctor's note for the child or family member's appointment is sufficient.

**Section 8:** Effective 01-01-2023, vacation time is not available for Thanksgiving, Christmas, New Year's Day, Memorial Day and Independence Day. Unit members may only utilize swapped time to cover holiday shifts.

## ARTICLE 21 – VACATION/ANNUAL LEAVE

**Section 1:** Maine's Earned Paid Leave (EPL) law, effective January 1, 2021, employees are covered under Maine's Earned Paid Leave (EPL) law, which supports Maine workers who lack paid leave for planned vacations and family's activities, unforeseen illnesses, sudden necessities and family emergencies. The Town of Kennebunk currently exceeds the EPL benefit for all full-time employees through its paid leave policies. Please refer to the Earned Paid Leave Policy Section in the Town's Personnel Policy/Employee Handbook.

**Section 2:** The vacation hours for all employees shall be selected as follows. If the town Personnel Policy calls for greater vacation hours than the collective bargaining agreement, the employee shall receive whichever is greater.

- After Six (6) months of continuous service = 48 Hours
- After One (1) year of continuous employment = 96 Hours\*
- After Five (5) years of continuous service = 144 Hours
- After (10) years of continuous service = 192 hours
- After Eighteen (18) years of continuous service = 240 Hours
- \*Total of 96 hours after one year of continuous employment

**Section 3:** A unit member may carry over no more than 144 vacation hours at their anniversary date of hire. Any time accrued above the 144 hours will be lost.

**Section 4:** Vacations shall be granted according to classification and according to seniority in the department.

**Section 5:** Vacation Pick. All employee vacation shall be picked in December for the following year. It shall be based on seniority and each member shall chose no more than 96 hours. All other vacation requests will be submitted thirty (30) days prior to the date(s) requested. Taking such leave, before it is earned and posted to the employee's vacation record, may result in a temporary negative balance on the employee's vacation accrual record. If an employee separates employment with the Town, any negative balance on the employee's vacation accrual record resulting from an employee taking vacation before earned, shall be paid back to the Town at separation.

**Section 6:** If an employee voluntarily leaves his/her/their employment, said employee shall be entitled to vacation pay for all unused vacation earned in the preceding anniversary year in which the employee voluntarily leaves. Employees who are separated in good standing or retire from the department and who have accrued vacation time to their credit at the time of such separation or retirement shall be paid the wages equivalent to the accrued vacation. "Good standing" shall mean that the employee must submit a written notice of his/her/ their intention to resign two weeks in advance of his/her/their last day of actual work.

**Section 7:** In the event of dismissal of an employee, for just cause, any accrued vacation shall not be paid to the employee.

**Section 8:** In the event an employee chooses to cancel a vacation day or days, they must submit their cancellation in writing to the Fire Rescue Chief ninety-six (96) hours prior to the scheduled vacation requested.

**Section 9:** Refer to **KFR Policy 100.007**, Vacation, for anything not covered in this article.

## **ARTICLE 22 - SICK LEAVE**

**Section 1:** Members of the bargaining unit shall accrue sick leave at the rate of twelve (12) hours per month. Sick leave may be used for personal non-service connected injuries or illness and family emergencies.

**Section 2:** Members of the bargaining unit shall accrue no more than 60 days [1 day shall equal 12 hours] or 720 hours.

**Section 3:** Members of the bargaining unit shall be entitled to participate in the Towns Sick Leave Bank as defined within the Sick Leave Bank Section of the Town's Employee Handbook/Personnel Policy.

**Section 4:** Payment on Separation: Employees shall be paid sick leave upon separation from Town employment in good standing as defined by the Sick Leave Policy in the Town's Personnel Policy/Employee Handbook The spouse or estate of an employee who dies while employed by the Town shall receive 100% of his/her/their total accrued sick time leave.

**Section 5:** A unit member that uses sick time for three (3) consecutive shifts will provide a doctor's note to the Chief. In the event that the sick time has been utilized for a child or spouse illness, a doctor's note for the child or spouse is acceptable.

**Section 6 :** In the event that a unit member is calling out due to sickness on a holiday, a doctor's note shall be required and the Fire Rescue Chief will have discretion. Refer to Article 20 Section 8. In the event that the sick time has been utilized for a child or spouse illness, a doctor's note for the child or spouse is acceptable.

**Section 7 :** If the town enhances the sick time policy/buyout percentages, unit members will benefit from whichever is greater.

## **ARTICLE 23 – BEREAVEMENT, MATERNITY & OTHER LEAVE**

### **Section 1, Bereavement Leave:**

- A. Forty-Eight (48) hours (two full shifts) shall be granted for spouse, domestic partner, child, step-child, parent, step-parent, grandparent, sibling, sibling-in-law, child-in-law, and parent-in-law.
- B. Twenty-four (24) hours shall be granted for aunt/uncle/pibling, niece/nephew/nibbling or cousin (in-laws included).
- C. In certain circumstances, the Fire Rescue Chief may allow more time to be used for Bereavement on a case- by- case basis.

**Section 2: Military Leave:** Employees shall be granted military leave of absence without loss of seniority, to fulfill their military duties in the Armed Forces, National Guard, or Military Reserves. Please refer to the Family Medical Leave Act, Maine Family Medical Leave Act, and Military Family Leave Sections in the Town's Personnel Policy/Employee Handbook.

The Town will pay the difference, if any, between the employee's regular pay and military pay up to a maximum of normal salary for National Guard or Reserve training.

**Section 3:** The term "domestic partner" [also known as "spousal equivalent"] is defined as a person of the same or opposite sex with whom an employee has a long-term intimate and committed relationship for two continuous years or more. Both parties must be 18 years of age, competent to contract and be each other's only mate. Neither partner can be married to anyone else and cannot be blood-related to the degree that legally prohibits marriage. Domestic partners must live together at the same permanent residence, be jointly responsible for each other's common welfare, and be financially interdependent. Furthermore, neither partner can have signed a domestic partner affidavit with any other partner within the last two (2) years. Employees must execute an affidavit supporting the facts described above in order to be eligible for bereavement leave.

**Section 4, Family Medical Leave:** The Town agrees to integrate the provisions of the Family Medical Leave Act with other leaves in this Agreement. Please refer to the Family Medical Leave Act, Maine Family Medical Leave Act, and Military Family Leave policies in the Town's Personnel Policy/Employee Handbook.

**Section 5, Americans with Disability Act:** The Town will notify the union as soon as it becomes aware of any situations concerning an existing employee requiring a reasonable accommodation within the terms of the Americans with Disabilities ACT. The Town will provide the union with all relevant information and bargain with the Union concerning any accommodation that departs from any of the terms of this contract or from any existing practice.

**Section 6:** Any other leave not defined in this article shall refer to the Town Personnel Policy Handbook.

## **ARTICLE 24- MATERNITY/PATERNITY LEAVE**

**Section 1:** This article establishes standards to help provide protection to pregnant members and their unborn children from the inherent risks associated with working as a member during pregnancy, provide for the safety of the public, and be consistent with state and federal law that prohibit workplace discrimination on the basis of pregnancy. The Town of Kennebunk has determined that pregnant members should be treated the same as other employees for all employment related purposes.

Pregnant members who are able to work must be permitted to do so on the same conditions as other employees if they are able to fully perform their regularly assigned job duties; however, the Town is willing to accommodate a pregnant member as provided herein if the member so requests. To utilize FMLA for pregnancy the member must be employed by the Town of Kennebunk for (1) year.

**Section 2:** For the purpose of this policy, “Light Duty Assignment” means (1) modified work assignments that are provided on a temporary basis to pregnant members that comply with any temporary medical restrictions imposed by a doctor; and (2) modified work assignments requested by a pregnant employee within the 13-week period prior to the employee’s delivery date. Such modified work assignments may be in the Fire Department, or, if no such work or only part-time Light Duty work is available, in any mutually agreed upon available position in the Town for which the pregnant employee is qualified and able to perform. Coordination will be made between Human Resources, the employee, and the Fire Rescue Chief for placement in a suitable light duty assignment.

**Section 3, Report of Pregnancy; Medical Accommodation; Regular and Light Duty Assignments:**

- A. If an employee becomes pregnant, the pregnant member shall notify Fire Rescue Chief, or the Chief’s designee, and or Human Resource prior to the end of the fourth [4th] Month of the pregnancy, however, the member should report pregnancy it as soon as possible. The employee shall provide a statement from the pregnant employee’s attending physician or obstetrician stating that the employee is pregnant and the pregnant employee’s estimated delivery date.
- B. If a pregnant employee has medical restrictions at any point during the pregnancy, the pregnant employee shall provide a note from the employee’s medical provider stating such restrictions and the Town will provide reasonable accommodations, if possible, to the same extent that it would for any non-pregnant employee with medical restrictions.
- C. If a pregnant employee does not have any medical restrictions, the pregnant employee will continue to work regular duty. However, if the pregnant employee desires, the pregnant employee may discuss assignments within the scope of regular duty with the Fire Rescue Chief, or the Chief’s designee, and request not to be assigned to certain duties that might reasonably entail exposure to substances that are Immediately Dangerous to Life or Health (IDLH) as identified by the National Institute for Occupational Safety and Health (NIOSH). This will still be considered regular work duty.

**Section 4:** Regardless of whether a pregnant employee has any medical restrictions, a pregnant employee may request Light Duty Assignments in lieu of regular duty during the period beginning at thirteen (13) weeks prior to the estimated delivery date. The pregnant employee when applicable must give at least two (2) weeks written notice of intent to request Light Duty Assignments. Absent such a request, the pregnant employee will remain on regular duty or duty with accommodations for any medical conditions, if applicable. If Light Duty Assignments are not available or if a pregnant employee declines an available position for which the pregnant employee is qualified and able to perform, the pregnant employee may use accrued paid time off (sick leave and vacation) or take unpaid leave. Light Duty may entail changing an employee’s work hours. If Light Duty Assignments are only available part-time, a pregnant employee shall work the part-time assignments and may use accrued paid time off (sick leave and vacation) or take unpaid leave for the balance of the time. While on Light Duty, a pregnant employee will be paid the employee’s regular rate of pay under this contract.

**Section 5, Uniforms and Turnout Gear:** A pregnant employee who has notified the Department of the pregnancy in accordance with this policy will be permitted to wear civilian clothes in such colors and style as to be reasonably similar to Department uniforms. The Department will provide pregnant employees with gear (such as turn out gear and brush fire gear) to enable the pregnant employee to perform job duties.

**Section 6:** Employees will be provided adequate paid break time to express breast milk for a nursing child for up to three (3) years following childbirth. Reasonable efforts will be made to provide a clean room or other location (but not a bathroom) where the employee may express breast milk in private. If an employee needs to express while on shift, the employee will coordinate with the duty officer to establish an appropriate response plan to accommodate uninterrupted pumping, unless it is a high priority call that requires all personnel. Please refer to Nursing Mothers in the Workplace Policy in the Town's Personnel Policy/Employee Handbook.

**Section 7, Paternity Leave:** An employee about to become a father, or upon the adoption of a child or children, shall be entitled to utilize town policy pertaining to parental leave.

### **ARTICLE 25 – UNPAID LEAVE OF ABSENCE**

**Section 1:** Refer to policy 7.9 in the Town's Personnel Policy/Employee Handbook. During said unpaid leave of absence, the employee will not accrue benefits, but will be allowed to continue health insurance at their own cost. Upon return of such leave, the Town will, upon notice, return said employee to the formerly held position, providing the position has not been abolished due to budgetary personnel reduction. Sick leave termination will be accompanied by medical certification of employee's ability to return to his former position. The Town will notify the Union whenever any leave is granted and the duration of leave. The Town reserves the right to apply the Family Medical Leave Act (FMLA) to any medical leave that is applicable to the State of Maine or Federal Law only.

**Section 2:** Requests for an unpaid leave of absence shall be coordinated with the Human Resources Department. The approval of unpaid leave of absences shall follow and be consistent with Town leave policies. Please refer to the Town's Personnel Policy/Employee Handbook.

**Section 3:** Under this article, any additional leave that is defined within the Towns Personnel Policy and is qualified for the employee shall be granted.

### **ARTICLE 26 - RIGHT TO SUBSTITUTE [TRADING OF TIME]**

**Section 1:** Unit members may substitute [trade-off] for each other by permission of the captain obtained in advance of the substitution date with the following conditions.

- A. For purposes of this article, trading of time is done voluntarily by and between unit employees. Normally, trading of time will be firefighter for firefighter or Captain for Captain.
- B. The obligation for pay back incurred as a result of agreeing to substitution must be fulfilled within a six (6) month period from the date of substitution.
- C. The substitution must be approved by the captain or his designee and shall be in writing, utilizing the form agreed upon by the parties.
- D. The substitution or trade-off shall not result in an increase in overtime or other increase cost to the Town.

## ARTICLE 27 - HOURS OF WORK

**Section 1: Hours Worked:** The regular work week for the Firefighters shall average forty-two (42) hours per week over an eight-week cycle and will be paid in accordance on the basis of the forty-two (42) hour work week. The average forty-two (42) hour schedule rotation will be as follows: 24 hours on-duty / 48 hours off-duty / 24 hours on duty / 96 hours off duty (1-2-1-4). Shifts shall begin at 0800.

**Section 2, Overtime:** Overtime shall be paid for all hours worked out side of the regular scheduled work week, including if any Vacation time, or Bereavement time is used during the work week. The hourly overtime rate shall be one and one-half the regular hourly rate. Should an employee be ordered in or over to fill all or part of two consecutive shifts, the employee shall be paid double time rate for all hours worked. An employee cannot be forced past thirty-six (36) consecutive hours. Additional overtime shall be addressed in Article 28 of this agreement.

**Section 3, Emergency Response:** During an EMS or Fire Recall, members will refer to **Policy 100.005, Call Back**.

**Section 4:** The Town reserves the right to change the work schedule, but will provide the Union with a written notification with respect to the change at least thirty (30) calendar days in advance of such change.

**Section 5:** During daily shift assignments, it will be attempted to have one (1) FF-II/Paramedic on each ambulance, however, due to staffing, the other ambulance will be staffed at the highest possible level with present staffing. A second member on an ambulance may be a fulltime/Per Diem with the minimum qualification of Basic EMT, however, preference to Advanced EMT.

**Section 6:** Extreme temperatures with a heat index of equal to or greater than ninety [90] degrees and equal to or less than fifteen [15] degrees with wind chill, shall be considered "minimal necessary duty function" only days. This shall include; Station Chores, Station Phone Duties, Apparatus Readiness Checks, Indoor Low Im- pact Training, responding to and From Emergency Calls and Required Paperwork by the State and Town in Relation to Any Calls for Service.

## ARTICLE 28 – OVERTIME

**Section 1, Overtime Lists & Procedures:** Overtime lists will be maintained in the following categories:

- A. Regular Overtime: An open shift, expected to be greater than five (5) hours in duration, which may be filled by any qualified fulltime employee.
- B. Short-time Overtime: An open shift, expected to be five (5) hours or less hours in duration, which may be filled by any fulltime qualified employee.
- C. Mandatory Overtime: An open shift, any length in duration, in which no qualified employee has been found voluntarily from the regular or short time overtime list.

- D. Officer Overtime: An open officer's shift, any length in duration, which must be filled by an officer due to regular shift officers being out.
- E. Mandatory Officer Overtime: An open officer's shift, any length in duration, which must be filled by an officer due to regular shift officers being out, where no officer has been found voluntarily from the Officer Overtime list.
- F. Overtime List Procedures: All overtime will be offered and lists maintained in the following sequence.

**Section 2:** The Shift Officer will refer to Kennebunk Fire Rescue Policy 100.006, Voluntary and Forced Overtime to fill vacancies.

**Section 3:** Assigned Date of Overtime: When an employee is assigned an overtime shift, the date and times of the shift will not be moved or changed. The next employee on the overtime list will be offered the next available shift, regardless of the chronological relationship to the previous overtime shift offered.

**Section 4:** Computation of Overtime: Employees will be paid for work hours performed in excess of their forty-two (42)-hour work week at the overtime rate of one and one half (1 1/2) times their regular hourly pay rate.

**Section 5:** Training: Any employee scheduled to attend EMS or Fire training which is canceled through no fault of the employee, shall be paid two (2) hours at time and one-half (1 1/2) for said cancellation.

**Section 6:** Any policies governing private service jobs shall be regulated and controlled by the department. The rate of pay shall be set by the association and with the approval of the Town Manager.

## ARTICLE 29 – PROMOTIONS

### **Section 1, Eligibility:**

1. To be eligible to take a promotional examination for the position of Lieutenant, an employee must have served a minimum of two (2) years of full-time continuous service in the Kennebunk Fire Department or five (5) years as a career firefighter for a total of five (5) years. Any member who is eligible for the promotion may take the exam. Final eligibility will be determined by the date in which the Fire Rescue Chief is notified in writing of a vacancy. No employee on probation shall be eligible to test.
2. To be eligible to take a promotional examination for the position of Captain, an employee must meet the job description requirements. Any member who will become eligible for the promotion during the two (2) year period that the written exam is valid may take the exam. Final eligibility will be determined by the date in which the Fire Rescue Chief is notified in writing of a vacancy. The Chief reserves the right to choose to post the position externally.

### **Section 2, Establishing a "List of Qualified" Candidates:**



1. A written exam to establish the 'List of Qualified' Candidates will be administered every two years in the month of November. The written exam shall be prepared, conducted, and evaluated by an outside entity. The Town shall provide and confirm the proctor of the exam is trained and prepared to administer the exam with a defined set of instructions and provide the grievance process from the selected testing company should the need arise. Instructions must be read to the candidates prior to the start of the exam. The books and other materials will be mutually agreed by the parties prior to the sixty (60)-day notice.
2. Any member wishing to participate in written exams for promotion shall notify the Fire Rescue Chief in writing of their intent to take the written exam no later than October 1st in the year that the exam is being administered, NO exceptions.
3. Written exam questions will be generated from the list of materials to be used as study guides that is posted in January of each year.
4. The test results of all exam takers for each position, Captain and Lieutenant, shall be posted within ten [10] days of the exam in order using each candidate's predetermined PIN or other agreed upon I.D.
5. The top five (5) overall scorers for each position Captain and Lieutenant, shall be considered 'Qualified' for promotion should a vacancy occur during the two [2] year period.

### **Section 3, Procedures:**

1. When a vacancy in the rank of Lieutenant or Captain occurs, notice of said vacancy shall be posted on the department bulletin board, within thirty (30) days after the Chief has notice that said vacancy exists.
2. The written exam shall be prepared, conducted, and evaluated by an outside entity. The Town will confirm the proctor of the exam is trained and prepared to administer the exam with a defined set of instructions and grievance process from the selected testing company. Instructions must be read to the candidates prior to the start of the exam. The books and other materials will be mutually agreed by the parties prior to the sixty (60)-day notice. In order to advance to the oral board, an employee must receive at least a score of seventy percent (70%). The written exam shall count as forty (40) % of the total one hundred (100) % possible.
3. Only those on the List of Qualified Candidates will be allowed to participate in the Oral/Practical Assessment Exam.

### **Section 4, Scoring:**

1. The scoring of the promotional process shall be based on a maximum of one hundred (100) points.
  - a. Written Exam 40%
  - b. Oral/Practical Assessment 40%
  - c. Length of Service 5%
  - d. Chief Interview 15%

2. Length of Service points for career fire/ems years will be determined by the date in which the Fire Rescue Chief is notified in writing of a vacancy. In calculating the above length of service, points will also be added based upon the following:
  - a. 2-6 years 2 points
  - b. 7-12 years 3 points
  - c. 13-18 years 4 points
  - d. 18+ years 5 points
  
3. Certification points will be awarded for the following certifications. Any combination of certification points can be used to reach the maximum of five (5). College degree points are awarded based on highest level of degree and are not cumulative.
  - a. Military Service\* 2 points
  - b. Paramedic 2 points
  - c. Associate Degree ¼ points
  - d. Bachelor's Degree ½ points
  - e. Master's Degree 1 points

\* Military Service includes any branch of the military including National Guard and reservists. In order to receive the associated points (2), a candidate must provide the proper documentation [DD214]. This certification point does not apply to those who have been dishonorably discharged.

**Section 5, Appointment of Promotion:** The Chief shall post the test scores and confer with the Town Manager and Human Resource Director as to the final selection. The selected candidate shall be one of the top three (3) rated employees. Vacant positions shall be filled within thirty (30) days of the completion of the Promotional process.

**Section 6, Clarification of Intent:** In the event of multiple openings for the position of Captain or Lieutenant in the two (2) year period, the List of Qualified candidates will be created from those remaining on the list.

### **ARTICLE 30 - UNIFORMS & EQUIPMENT**

**Section 1:** The Town will continue to provide unit employees with the basic clothing and uniform items as out- lined below. The Town will replace any and all damaged on an "as needed" basis throughout the duration of this Agreement. Requests for replacements shall be made through the Fire Rescue Chief. Uniforms and equipment shall only be worn or used in places and at times which bear a direct relationship to the performance of official duties. If a question exists, it will be brought to the Fire Rescue Chief for approval.

**Section 2, Station Uniforms:** On July 1<sup>st</sup> of each budget year the Fire Rescue Chief or designee shall create each bargaining unit member an established an account to be credited with the dollar amount to be determined from the contract awarded to the designated vendor. The dollar amount shall reflect the cost of replacement list provided below.

**Section 3:** During the duration of the multi-year contract, the Town shall strive to provide each member two full sets of turnout gear.

**Section 4:** The Town will pay the cost of initial acquisition of uniforms for Union firefighters. The following shall be furnished to all new employees:

[3] Pairs of navy pants – [5-11 or Vortex]	[1] Black belt
[1] Pair of navy shorts	[1] Pair of station boots
[3] T-Shirts with Kennebunk Logo	[1] Firefighters bell cap with badge
[2] Long-sleeve polo shirts	[1] Baseball cap
[1] Job shirt	[1] Winter hat
[1] Short sleeve polo shirt	[1] Three season 5-11 Jacket
	[1] Class A Dress Uniform [After Probation of 12 months]

**Section 5:** Union members will receive a clothing allowance in the amount of five-hundred dollars (\$500.00) per contract year. An inflation increase of 3% will be given each year.

**Section 6:** If changes to the standard uniform issued are requested by the employees, and are approved by the Fire Rescue Chief, then said approved changes shall be borne within the employee's clothing allowance.

**Section 7:** The Town will pay the cost of acquisition and replacement due to damage and excessive use of fire protection equipment. The Town will provide items in accordance to Maine State Law and NFPA regulations, as follows: NFPA 1971 apply to the following equipment: Body Protection Hand Protection Head, Eye and Face Protection, Foot and Leg Protection. Above issued equipment shall be returned to the Chief upon separation of employment with the Town of Kennebunk. The Town has the right to hold the last paycheck upon separation until all items are accounted.

**Section 8:** An employee, who for any reason leaves the employment with the Fire Department prior to the completion of one [1] year of service, shall return the three-season coat along with the bell cap, all badges and all insignia. The Chief may allow the employee to keep badges, helmet shields, etc. at his/her/their discretion.

**Section 9:** Union personnel ONLY shall be allowed to wear IAFF sewn on patches on the right shoulder of outerwear coats, job shirts/rueben's/fleeces and Class B uniform's both short and long sleeves.

**Section 10:** Station duty shorts can be worn in the color of navy blue between May 1<sup>st</sup> and October 1<sup>st</sup>. Please refer to KFR uniform policy.

## ARTICLE 31- HEALTH & SAFETY

**Section 1:** The Town will assure that safe and healthful working conditions are provided for unit employees pursuant to existing law, rule or regulation. The Union agrees to cooperate with the Town by encouraging unit employees to work in a safe manner and wear protective equipment prescribed by the Town and to report observed safety and health hazards to the Town in accordance with applicable procedures. In addition, the parties agree to reach consensus to implement [where appropriate] standards that are in the best interest of the Fire Department and the unit employees.

**Section 2:** The Town shall continue to provide for the inspection and testing and proper maintenance of apparatus and firefighting equipment used by unit employees. The Town shall take prompt and appropriate action when an unsafe condition is reported to or observed by the Town. Repairs will be accomplished by qualified personnel, and a Town of Kennebunk or Scarborough EVT mechanic should be consulted to deem if unit should be out of service. The Town agrees that all emergency motorized firefighting equipment and apparatus will receive high priority for maintenance or replacement. The Town further agrees that any portable firefighting equipment that is found to be deficient will be immediately taken out of service until properly repaired or replaced.

**Section 3:** The Labor-Management Committee will address Fire Department safety issues and be tasked with developing a Plan of Action and Milestones for complying with the applicable standards outlined in section 1 above and for providing a safe and healthful working condition for unit employees.

### **Section 4, Injury Compensation:**

- A. The Employer shall provide Workers' Compensation Coverage to its employees, as defined under the Maine Workers' Compensation Act.
- B. Employees covered by this Agreement who are injured on the job while performing extra- hazardous duties (as defined in 1b-3b) shall receive, in addition to compensation paid or payable under the Workers' Compensation Act, an amount sufficient to bring them up to full net wages, while any incapacity exists, and until they are either placed on disability retirement or return to active duty. Absence because of such injuries shall not be charged to accumulated sick leave.
  1. Injuries incurred while the employee is performing his/her/their duties during an emergency and/or non-classroom training situations.
  2. Injuries incurred while standing in a roadway directing traffic, provided the firefighter has not un- reasonably neglected to wear safety equipment provided, when available.
  3. Injuries sustained in any other authorized situation in which the firefighter, because he/she/they is a firefighter, is exposed to conditions not confronted by the average non-public safety employee as determined by the Town Manager.
- C. If section 4b is not approved, employees who are injured on the job may use accumulated sick leave time, followed next by any other accrued and available time, to bring the employee up to 100% of normal net pay, if applicable. Please refer to the Workers Compensation Section of the Employee Handbook/ Personnel Policy for guidance on the Preferred Provider Program and benefits and accrual continuation.

**Section 5:** A member of the union shall be allowed to participate in the town's safety committee.

## **ARTICLE 32 - LINE OF DUTY DEATH**

**Section 1:** If An employee loses their life while on duty, the Town of Kennebunk agrees to assist the deceased member's family in defraying the costs associated with the Memorial/Funeral Services.

**Section 2:** Line of Duty death: The town shall pay 100% of unused sick leave, vacation or any other paid benefits associated within the collective bargaining agreement to the beneficiary or estate and or what's defined within the Towns Personnel Policy Handbook.

## **ARTICLE 33 - SMOKE FREE WORKPLACE**

**Section 1:** There will be no smoking within town-owned or leased vehicles or buildings, including offices, hallways, bedrooms, restrooms, lunchrooms, elevators, meeting rooms, community areas, and garage per state and federal laws. The employee shall also be required to comply with Smoking & Tobacco Use Section of the Town's Employee Handbook/Personnel Policy.

## **ARTICLE 34 - PERSONNEL REDUCTION/LAYOFFS**

**Section 1:** In the case of reduction in the fire department, probationary employees shall be terminated first (probationary member with the least amount of time will be laid-off first) followed by those employees with the least amount of seniority.

Employees with the most seniority shall be re-hired back first at the same seniority and rate of pay. No new employee shall be hired until the laid-off employee has had the opportunity to return to work.

**Section 2:** Laid-off employees shall have fourteen (14) days to respond to written notification or will forfeit their rehire rights and seniority.

**Section 3:** Rehire rights shall remain effective from the last shift worked or what's defined within the Town's Personnel Policy/Employee Handbook.

## **ARTICLE 35 – WAGES, HEALTH INSURANCE BENEFITS & LONGEVITY/RETIREMENT**

**Section 1:** For wages reference appendix A.

**Section 2 :**

1. All longevity increases shall start on the anniversary of the required number of years for an increase.
2. Those employees receiving longevity payments as a part of the hourly base pay, shall continue to be paid on all hours worked
3. Longevity will be determined by the length of unbroken time an employee has been on the payroll of the Town.

4. Sick time up to one (1) year or any other authorized leave of absence shall not be interpreted to mean broken time.
5. In the event a bargaining unit employee is working out of rank [in the next highest position] he/she will be compensated at the hourly rate for that position for the period time that they work in the position. In addition to the wages outlined in this section, unit employees will receive educational incentive for the following:

Unit employees shall be eligible for educational incentive pay after their successful completion of their probationary period. These incentives shall be included in the calculation of the employee's hourly rate.

### **Section 3, Health Insurance:**

1. Health Insurance: The Town will offer employees the MMEHT PPO-500 plan with a third party Health Reimbursement Arrangement (HRA) funded by the town and conforming to federal tax regulations. Through the duration of this contract, the Town established HRA will reimburse employees for 100% of the deductible and co-insurance costs under the PPO-500 Plan up to the yearly maximums. The Town may change health insurance plans and providers in the future, but any new plan must provide medical, surgical, and prescription drug coverage similar to, or better than, that found in the PPO-500 plan. The Employer cost shall be 82% - Employee's cost shall be 18% of costs said amounts will be contributed through payroll deduction.
2. The Town shall continue to provide the Maine Municipal Employee Income Protection Insurance Plan to protect the employees' income during an extended absence due to non-work-related accident, illness, or injury. at the employee's cost. Please see Benefits Section and Family Medical Leave Section of the Town's Employee Handbook/Personnel Policy for guidance on the use of sick time during a family medical leave period and payment of employee benefit deductions.
3. The Town of Kennebunk offers a health insurance buy out option to eligible full-time employees. An eligible employee is a full-time in good standing who can demonstrate he/she/they is otherwise covered under a comprehensive health insurance plan. The Town will pay to eligible employees who opt out of the town's health insurance plan coverage a yearly stipend of 30% of the premium cost of the towns offered plan[s]. The payments for the buyout shall follow the Towns Personnel Policy under section 2, Employee Benefits.

### **Section 4, Retirement:**

1. The Town agrees to offer all members a choice between the Maine Public Employees Retirement System (MainePERS) and Mission Square (formerly International City Manager's Association) 401A retirement plan. currently in effect. The Town will continue to participate in the Mission Square 401A Plan under the terms agreed to at its inception in 1995, with the employee's contribution and the Town's contribution at 7.5%. Should an increase in contribution occur, the employee shall receive the higher rate.
2. The town agrees to offer the employee 457 Retirement Plan Account. The contributions to the plan shall be the employee only.

3. The Town agrees to allow retirees to purchase health insurance under its group insurance plan so long as the Town's insurance carrier allows this practice to continue and that there is no expense to the Town. The Town shall be held entirely harmless regarding the providing of health insurance purchase opportunities for retirees.

### **ARTICLE 36 - DETAILS TO OUTSIDE DEPARTMENTS**

**Section 1:** Employees shall not be detailed to other Town departments except in the event of an emergency affecting the health, safety, and welfare of the Town and its inhabitants or in the case of a mutually agreed upon light duty assignment. A labor dispute shall not be deemed an emergency. Mutual aid shall not be deemed "detailing".

### **ARTICLE 37 - TEMPORARY TIME OUT OF RANK**

**Section 1:** Any Firefighter wishing to assume the status of an Acting Officer, shall come from the active promotional list for Lieutenant. Lieutenant to assume the status of Acting Captain shall not be part of a list but based on seniority rank only. When an employee is serving as an Acting Captain or Acting Lieutenant, he/she will be compensated Officer's position pay rate and there shall be no loss in wages. It shall also include any other provision within the collective bargaining agreement.

### **ARTICLE 38 – IMMUNIZATIONS**

**Section 1:** Employee's immunizations shall follow the Town of Kennebunk Personnel Policy, Employee Hand- book, Section 5 - Employment Guidelines Exposure Control [Infection Disease] Policy, to also include Maine EMS, Center for Disease Control and Prevention [CDC] and the Bureau of Labor [BLS] and Town Personnel Policy Handbook, Section 5, Employment Guidelines.

**Section 2:** The town will reimburse the employee for copays on any immunization required by the Town of Kennebunk or any outside agency to maintain employment shall also include any recommended booster.

### **ARTICLE 39 - MISCELLANEOUS PROVISIONS**

**Section 1:** Maintenance of Benefits: It is mutually agreed that negotiable benefits or terms and conditions of employment affecting the members of this unit that are not covered by this Agreement shall remain in force throughout the duration of this Agreement subject to established procedures for changing these negotiable benefits or terms and conditions of employment.

**Section 2:** Savings Clause: If any of this Agreement shall be contrary to any state laws, such conflict shall not affect the validity of the remaining provisions.

**Section 3:** Political Activity: While working full-time for the Town, unit employees shall refrain from seeking or accepting nomination or election to any office in the Town Government. No unit employee[s] shall participate in any political activity, which would be in conflict with the performance of his/her official functions and duties. Employees also must not promise favors as a reward for the political activity of others. Employees should be aware of State/Federal Laws governing other political activities.

**ARTICLE 40 - DURATION & CHANGE**

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

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

**Section 3, Mid-Term Bargaining:** This agreement except for its duration period as specified in Section 5, may be opened for amendment by mutual consent of the parties at any time after it has been in force and effect for at least six months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen calendar days after receipt of such request to discuss the matter(s) involved. If the parties agree that opening is warranted on any such matter(s), they shall proceed with negotiations.

Negotiations shall be strictly limited to those matters previously agreed to as being appropriate. Any and all agreements reached during any mid-term bargaining session[s] shall become an addendum to this agreement.

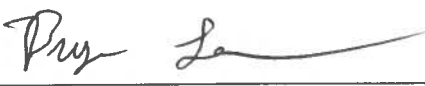
**Section 4:** Any and other provisions not covered under this agreement the employee shall be referred to the Towns of Kennebunk Personnel Policy.

**Section 5:** This Agreement shall be in effect and binding upon both the Town and Union during the period January 1, 2023 through June 30, 2025.

**Section 6:** The execution of this Agreement shall serve as the required one hundred twenty (120) day notice pursuant to Title 26, M.R.S.A. §965(E).

**Town of Kennebunk**

**Professional Firefighters of  
Kennebunk IAFF Local 5352**

  
\_\_\_\_\_  
Bryan Laverriere, Interim Town Manager

  
\_\_\_\_\_  
Taylor Richardson, Union President



**APPENDIX A**  
**WAGE TABLE**  
**JANUARY 1, 2023 through JUNE 30, 2025**

		<b>1/1/2023</b>	<b>7/1/2023</b>	<b>7/1/2024</b>
			<b>4% Increase (minimum)*</b>	<b>4% Increase (minimum)*</b>
<b><u>Position Title</u></b>	<b><u>Level</u></b>	<b><u>Hourly Wage</u></b>	<b><u>Hourly Wage</u></b>	<b><u>Hourly Wage</u></b>
Firefighter	L1 (start)	\$22.36	\$23.25	\$24.18
Firefighter	L6	\$22.81	\$23.72	\$24.67
Firefighter	L11	\$23.25	\$24.18	\$25.15
Firefighter	L16	\$23.70	\$24.65	\$25.64
Firefighter	L21	\$24.15	\$25.12	\$26.12
Captain	L1 (start)	\$28.44	\$29.58	\$30.76
Captain	L6	\$29.01	\$30.17	\$31.38
Captain	L11	\$29.58	\$30.76	\$31.99
Captain	L16	\$30.15	\$31.36	\$32.61
Captain	L21	\$30.72	\$31.95	\$33.23
<b><u>Longevity - Service Period</u></b>		<b><u>Increase to Base (L1) Hourly Wage</u></b>		
L1: 1st year through 5th year		0%		
L6: 6th year through 10th year		2%		
L11: 11th year through 15th year		4%		
L16: 16th year through 20th year		6%		
L21: 21st year and thereafter		8%		
<b><u>EMS Certifications</u></b>		<b><u>Hourly Stipend</u></b>		
Basic EMT		\$1.06		
Advance EMT		\$2.23		
Paramedic		\$4.45		
<b><u>Education Incentive</u></b>		<b><u>Based on Hourly Wage (above)</u></b>		
Diploma/Certificate		1%		
Associated Degree		2%		
Bachelor's Degree		3%		
Master's Degree		4%		

Amounts are not cumulative. Employee is paid based on the highest level of educational degree earned from a fully recognized and accredited college or university.

**Continued**  
**APPENDIX A**  
**WAGE TABLE**  
**JANUARY 1, 2023 through JUNE 30, 2025**

**Signing Bonus**

Effective the signing of this agreement, all members of the bargaining unit shall receive a one-time bonus of \$500.00. This shall be received by the December 23, 2022 paycheck date. The signing of this agreement by all parties must occur prior to December 14, 2022.

\* Wages - The Town agrees to maintain pay rates in the 75th percentile or greater in comparison to agreed upon departments as listed below. Comparative pay rates shall be the base hourly wage (L1 or equivalent) for a firefighter with paramedic certification. Education incentive pay is excluded.

In the event wages drop below the 75th percentile, the parties agree to mid-term bargaining on wages only to obtain and maintain the 75th percentile standing.

Mid-term bargaining shall occur no more than twice in a contract year.

**Departments:**

- Bath
- Biddeford
- Brunswick
- Buxton
- Falmouth
- Gray
- Kennebunk
- Ogunquit
- Old Orchard Beach
- Portland
- Saco
- Sanford
- Scarborough
- South Portland
- Wells
- York