

1 AGREEMENT BETWEEN
2
3 NORTHERN OXFORD REGIONAL AMBULANCE
4 SERVICE
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6 (MED-CARE AMBULANCE)
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13 AND THE EMPLOYEES OF MED-CARE AMBULANCE
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15 TEAMSTERS LOCAL 340
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Article 1 – Agreement

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3 This agreement is between Northern Oxford Regional Ambulance Service (Med-Care Ambulance)
4 and the Employees of Med-Care Ambulance Teamsters Local 340.

1 **Article 2 – Union Recognition**

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Med-Care Ambulance hereby recognizes that Local 340, affiliated with the International Brotherhood of Teamsters, is the sole and exclusive representative of the full-time and per diem employees of Med-Care Ambulance, consisting of Drivers, EMTs, Advanced EMTs, Paramedics, Captains, Lieutenants, and Assistant Deputy Chief for the purpose of bargaining and contract administration pursuant to Title 26 MRSA Section 961, et seq.

1 **Article 3 - Union Security & Dues Deduction**

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3 Employees of Med-Care Ambulance, pursuant to Title 26, M.R.S.A., Section 963, shall be
4 afforded the free and unrestrained right voluntarily to join the union and participate in its activities.
5 Neither party shall directly or indirectly interfere with, intimidate, restrain, coerce, or discriminate
6 against the employee in the exercise of those rights.

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8 Med-Care Ambulance agrees to deduct Union dues from those employees who are Union
9 members. The amounts to be deducted shall be certified to Med-Care Ambulance by the Treasurer
10 of the Union monthly. The Local 340 Union Treasurer shall also notify Med-Care Ambulance
11 whenever new members are added, or existing members are removed from the certified list. Med-
12 Care Ambulance will remit a check in the sum of the aggregate deductions covered employees
13 with an itemized statement to Teamsters, by the 15th of the month following deductions. The Union
14 shall indemnify and hold harmless against all claims and suits, which may arise because of
15 deductions or other action taken pursuant to this section. If any employee has no check due to
16 them, or the check is not large enough to cover the amount to be deducted, no deduction will be
17 made for that pay period.
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Article 4 - Management Rights

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Med-Care Ambulance and Local 340 agree that Med-Care Ambulance has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this Agreement. Such rights include, but are not limited to, the right to determine the mission, location and size of all departments and facilities; the right to direct its workforce; to administer its merit system; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the law; to discipline and discharge employees for proper cause; to make temporary layoffs at its discretion; to contract out for goods and services; to determine the operating budget of Med-Care Ambulance; to install new, changed or improved methods of operations; to relieve employees because of lack of work or for other legitimate reasons; to take whatever actions may be necessary to carry out Med-Care Ambulance’s mission in emergency situations. Contract service is not intended to include patient care or transport services.

1 Article 5 - Probationary Period

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3 The probationary period is intended to give new employees the opportunity to demonstrate their
4 ability to achieve a satisfactory level of performance and to determine whether the new position
5 meets their expectations. Med-Care Ambulance uses this period to evaluate employee capabilities,
6 work habits, and overall performance. Either the employee or Med-Care Ambulance may end the
7 employment relationship at any time during the probationary period, with or without cause or
8 advance notice.

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10 All new full-time employees work on a probationary basis for the first 180 calendar days after their
11 date of hire and per diem employees for the first 365 days after their date of hire. Employees
12 rehired within 365 days will not be required to complete a probationary period, provided they
13 satisfactorily completed their previous probationary period. Employees who are promoted within
14 Med-Care Ambulance shall be required to complete an additional 180 calendar day probationary
15 period.

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17 A 30-day or greater absence will automatically extend a probationary period by the absence. If
18 Med-Care Ambulance determines that the designated probationary period does not allow sufficient
19 time to thoroughly evaluate the employee's performance, the probationary period may be extended
20 for a specified period not to exceed 90 days.
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Article 6 - Access to Premises

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Duly authorized representatives of the Union shall be permitted access into work areas for the purpose of transacting business which shall include investigating and adjusting grievances, investigating working conditions, and contract administration. In no event shall such activities interfere with the work performance of the employee(s).

1 Article 7 - Personnel Files

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3 Med-Care Ambulance shall keep a central personnel file for each employee in accordance with
4 MRSA 30-A 2702.

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6 Insofar as permitted by State and Federal law, all personnel records, including home addresses,
7 telephone numbers, and pictures of members shall be confidential and shall not be released to any
8 person other than officials of Med-Care Ambulance.

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10 Upon request, an employee shall have the right to inspect their central personnel file subject to the
11 following:

- 12 1. Inspection shall occur during regular business hours. The employee must make a written
13 request for a ten (10) minute appointment to do so at a time and in a manner mutually
14 acceptable to the employee and Med-Care Ambulance.
- 15 2. Pre-employment information including but not limited to reference checks and responses,
16 or information provided to Med-Care Ambulance with the specific request that it remain
17 confidential shall not be subject to inspection.
- 18 3. A member of Med-Care Ambulance management shall be present during any personnel
19 file inspection.
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1 **Article 8 - Outside Employment**

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3 An employee may hold a job with another organization if they satisfactorily perform their job
4 responsibilities with Med-Care Ambulance. All employees will be evaluated by the same
5 performance standards and will be subject to Med-Care Ambulance's scheduling demands,
6 regardless of existing outside work requirements.

7 If Med-Care Ambulance determines that an employee's outside work interferes with performance
8 or the ability to meet the requirements of Med-Care Ambulance as they are modified from time to
9 time, the employee may be asked to terminate the outside employment if they wish to remain with
10 Med-Care Ambulance.

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Article 9 – Uniforms

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3 Med-Care Ambulance shall furnish uniforms to probationary employees consisting of two (2)
4 uniform polo shirts, two (2) pairs of pants, and one (1) pair of boots. Employees may purchase
5 boots and pants of their choice and Med-Care Ambulance will reimburse the employee for the
6 initial cost up to a maximum amount of \$50.00 per pair of pants and \$125.00 for boots.

7
8 Probationary employees shall not be entitled to a clothing allowance until after the completion of
9 the initial probationary period. Personnel who do not satisfactorily complete the probationary
10 period shall turn in all uniforms and/or refund the amount which was reimbursed for the cost of
11 uniform items.

12
13 Med-Care Ambulance shall provide a clothing allowance not to exceed three hundred fifty (\$350)
14 dollars for full-time employees and one hundred fifty (\$150) dollars for per diem employees each
15 year on their date of hire provided these employees have completed their probationary period.
16 Employees may choose to use their uniform allowance to purchase any approved uniform item as
17 listed below or employment related item as approved by the Chief. A balance of \$100.00 may be
18 carried over to the next year. All submissions for reimbursement must be accompanied with an
19 itemized receipt as verification that funds were expended on recognized uniform items as described
20 below.

21 The Chief will not unreasonably deny these requests.

22
23 The following uniform items are recognized by the Union and Med-Care Ambulance:

- 24 1. Short sleeve uniform polo
- 25 2. Long sleeve uniform polo
- 26 3. Navy blue pants
- 27 4. Black boots
- 28 5. Black belt
- 29 6. ¼ zip Job Shirt
- 30 7. Full zip Light Jacket
- 31 8. Heavy winter jacket
- 32 9. Rain jacket
- 33 10. Baseball cap
- 34 11. Winter beanie hat
- 35 12. Vest
- 36 13. Med-Care Ambulance T-Shirt

1 Article 10 - Grievance Procedure

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3 All grievances will be submitted in writing to the Chief for review and possible resolution. If the
4 grievance is not resolved by the written decision of the Chief to the satisfaction of the grieved or
5 within 15 days, then the grievance will be submitted in writing to the Med-Care Ambulance Board
6 of Directors for resolution. The Med-Care Ambulance Board of Directors will provide a written
7 decision within 30 days of receipt of the grievance.
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9 If the grievance is not resolved by the Board of Directors, then the Union may request within ten
10 (10) days the submission of the grievance to arbitration by filing with Med-Care Ambulance a
11 written request for grievance arbitration of the issue, including a statement of the facts, the issue
12 and the section of the contract in dispute. If Med-Care Ambulance and the Union cannot agree
13 upon the selection of a Grievance Arbitrator within ten (10) working days from the receipt of the
14 Union arbitration request, either party may request arbitration of the grievance under the
15 procedures of the Maine Board of Arbitration and Conciliation. The decision of the Arbitrator(s)
16 shall be binding on the parties, and the Arbitrator(s) shall be requested to issue the decision within
17 thirty (30) days after the conclusion of the testimony and final argument.
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19 Each party shall be responsible for compensating its own representatives and witnesses. If either
20 party desires a verbatim record of the proceedings, it may cause a record to be made providing it
21 pays for the record and makes copies available without charge to the other party and to the
22 Arbitrator(s).
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Article 11 - Disciplinary Actions

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All discipline shall be for just cause and in a progressive nature. Disciplinary action may include, but not limited to, verbal warning, written warning, suspension, or termination.

Based on the severity of any given situation or problem and/or the number of occurrences, Med-Care Ambulance reserves the right to bypass any of the steps within the progressive disciplinary process.

Article 12 – Vacations

Vacation time off with pay is available to Full-time employees to provide opportunities for rest, relaxation, and personal pursuits.

1. Newly hired employees will have their vacation bank credited, upon successful completion of their probationary period, with the number of hours accrued from their hire date through December 31st of the employees first year.

No vacation time shall be utilized during the first 6 months of service.

2. On the first January 1st, thru the third January 1st of full-time employment employees will have their vacation bank credited with 80 hours of vacation hours. The accrual rate will be set at 6.6 hours per month.
3. On the fourth January 1st, through the twelfth January 1st of full-time employment, employees will have their vacation bank credited with 120 hours of vacation hours and their accrual rate will be set at 10.0 hours per month.
4. On the thirteenth January 1st, and each January 1st thereafter, full-time employees will have their vacation bank credited with 160 hours of vacation hours and their accrual rate will be set at 13.3 hours per month.

If an employee's hire date is prior to the 15th of that month then that month will count towards their monthly calculations. If after the 15th of the month that month will not be counted as an accrual month.

Full-time employees shall submit all requests for vacation time through the current manner as specified within the Standard Operating Procedure. All requests shall require advanced approval by a Captain, Assistant Deputy Chief, Deputy Chief, or the Chief. The approval or denial of any vacation request shall be subject to the business and staffing needs on the dates being requested. Holidays, license levels, number of full-time employees on duty, and previously approved requests will all be considered as part of the approval process. If multiple full-time employees request vacation time off, all denials to any employee shall be done on a seniority basis with the lower seniority requester being denied first. The only exception to this would be when license level is the only factor in determining approval.

Vacation leave shall be allowed to be submitted in various increments for approval by the above-mentioned parties.

All full-time employee vacation leave benefits usage will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, bonuses, or shift differentials.

All full-time employee vacation leave time utilized in any specific weekly pay period does not count toward hours worked during that same period when calculating weekly hours worked for overtime purposes.

Article 12 – Vacations – continued

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Full-time employees shall be allowed to cash out unused accrued vacation hours; however, after the completion of an employee’s first year of full-time service, a minimum of 80 hours must be utilized annually for its intended purpose and will be factored into any cash out request process. Full-time employees may carry over up to two weeks of unused vacation time to the next fiscal year or request to cash out unused accrued time. The total amount of accrued vacation time will be capped out and discontinued to accrue at any time in which it reaches a two-year accrued amount until vacation time is either utilized or cashed out.

Upon separation of employment for any reason, vacation hours earned will be calculated up to the date of separation for purposes of determining severance benefit pay outs.

Upon termination, resignation, retirement, or separation of employment for any reason, full-time employees will be paid for unused vacation time that has been earned through their date of separation.

Should the employee have used more time than they would have accrued at time of separation, Med-Care Ambulance will recover any advanced pay by withholding pay from any final check or by other means.

If an employee is out on extended leave on December 31st, all leave benefits will revert to a monthly accrual and will not be fronted on January 1st.

Article 13 - Sick Time

Med-Care Ambulance provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence.

1. Newly hired full-time employees will have their sick leave bank credited with the number of hours accrued from their hire date through December 31st of the employees first year. Sick leave is accrued at 10 hours per month.
2. On January 1st of each year, full-time employees will have their sick leave bank credited with 120 hours of sick; the equivalent of 10 hours per month accrual.

If an employee's hire date is prior to the 15th of that month, then that month will count towards their monthly calculations. If after the 15th of the month, that month will not be counted as an accrual month.

Employees who are unable to report to work due to illness or injury shall notify the on-duty officer as soon as possible prior to their scheduled shift. The on-duty shift officer must also be contacted on each additional day of absence should the employee require additional shifts off.

Full-time employees may request paid sick leave in minimum increments as approved by the on-duty shift officer.

In cases in which any full-time employee reaches a zero balance within their sick leave account or in any special circumstances the on-duty shift officer shall direct the full-time employee to contact the Deputy Chief or Chief for consideration to expend other benefits.

Management shall retain the right to require any full-time employee that has been absent due to sick leave for seven calendar days or more, to provide a physician's verification that they may safely return to work. Management shall also retain the right to require any full-time employee, which has been out of work due to serious illness or injury, to receive a job specific return to work evaluation at the employer's occupational health provider. Any requirement of this nature shall be at the expense of the employer. This language shall also apply to all per-diem employees as applicable.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, bonuses, or shift differentials.

Sick leave time utilized in any specific weekly pay period does not count toward hours worked during that same period when calculating weekly hours worked for overtime purposes.

Unused sick leave benefits will be allowed to accumulate, and may be carried over from year to year, until the employee has accrued a total of 384 hours of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Article 13 - Sick Time – continued

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Upon separation of employment for any reason, sick leave hours earned will be calculated up to the date of separation.

Upon termination, resignation, retirement, or separation of employment for any reason, full-time employees will not be paid for any unused sick time hours that have been earned through their date of separation.

Should the employee have used more time than they would have accrued at time of separation Med-Care Ambulance will recover any advanced pay by withholding pay from any final check or by other means.

If an employee is out on extended leave on December 31st all leave benefits will revert to a monthly accrual and will not be fronted on January 1st.

Article 14 – Shift Swaps

Full-time employees shall be allowed to perform shift swaps with one another under specific guidelines. Given the concerns associated with FLSA, workers compensation, employee benefit accruals and matching weekly benefit contributions, the following procedures must be met for shift swaps to occur.

1. All shift swap requests will be generated via email and submitted to the Assistant Deputy Chief for review and approval as appropriate. Should the Assistant Deputy Chief not be available then the Shift Captain shall have the authority to approve swap requests.
2. All swaps will be reviewed to ensure there are no impacts on the company’s ability to meet Maine EMS and company directives as they relate to licensure levels and staffing needs.
3. Personnel participating in swaps will be compensated for the date they were originally scheduled to work, not for the date that they performed the swap work.
4. Shift Captain’s will be responsible to log both the hours of the employee that was originally scheduled to work as well as the employee that physically worked the swap hours on the date the swap occurred. Employees receiving or working the swap will have the appropriate categories within their weekly timecards documented to accurately document the swap for payroll purposes.
5. Hours worked within a swap capacity will not count toward total hours worked within any given pay week for purposes of calculating payroll in regard to overtime or double time by either party involved within any swaps.
6. Holiday pay, VA stipends, or any other type of additional differentials will be paid to the employee that physically performs the work on any specific date and shift.
7. Full-time employees shall receive a bank of 288 hours that may be utilized toward shift swaps annually. This bank shall reset each January 1st and no hours shall be carried over from year to year.
8. Swap requests to work for an employee that is injured off from the job or one that is for educational purposes shall not count against either employee’s swap bank time.
9. Full-time employees shall not be allowed greater than 3 shifts consecutively for swapping purposes and there shall be no greater than 4 weeks’ time off allowed consecutively that includes swaps as part of the overall time off request.

1 Article 15 - Personal Time

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3 Personal Time off with pay is available to full-time employees.
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- 5 1. Newly hired full-time employees will have their personal time bank credited with the
6 number of hours accrued from their hire date through December 31st of the employees first
7 year. Personal time leave is accrued at 1.33 hours per month.
8 2. On January 1st of each year, full-time employees will have their personal time bank credited
9 with 16 hours of personal time; the equivalent of 1.33 hours per month accrual for the
10 calendar year.

11 Full-time employees may submit requests for personal time usage to the shift officer for approval.

12 Personal time may be utilized in minimal increments, as necessary.

13 Personal time will be calculated based on the employee's base pay rate at the time of absence and
14 will not include any special forms of compensation, such as incentives, bonuses, or shift
15 differentials.

16 Personal time utilized in any specific weekly pay period does not count toward hours worked
17 during that same period when calculating weekly hours worked for overtime purposes.

18 Personal time may not be carried over into the next calendar year nor shall it be cashed out except
19 upon separation.

20 Upon separation of employment for any reason, personal time hours earned will be calculated up
21 to the date of separation for purposes of determining severance benefit payouts.

22 Upon termination, resignation, retirement, or separation of employment for any reason, full-time
23 employees will be paid for any unused personal time hours that have been earned through their
24 date of separation.

25 Should the employee have used more time than they would have accrued at time of separation
26 Med-Care Ambulance will recover any advanced pay by withholding pay from any final check or
27 by other means.

28 If an employee is out on extended leave on December 31st all leave benefits will revert to a monthly
29 accrual and will not be fronted on January 1st.

Article 16 – Holidays

Med-Care Ambulance will grant holiday pay to those employees who work the following holidays listed below:

- New Year's Eve - 16:00-08:00 the following day
- New Year's Day - 08:00-16:00
- Patriots Day - 08:00-16:00
- Presidents' Day - 08:00-16:00
- Easter - 08:00-16:00
- Memorial Day - 08:00-08:00 the following day
- Independence Day - 08:00-08:00 the following day
- Labor Day - 08:00-08:00 the following day
- Columbus Day - 08:00-16:00
- Veterans' Day - 08:00-16:00
- Thanksgiving - 08:00-08:00 the following day
- Christmas Eve - 08:00-08:00 the following day
- Christmas - 08:00-08:00 the following day

Med-Care Ambulance will grant paid holiday for time worked to all employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated at a rate of time and one half based on the employee's pay rate (as of the date of the holiday) times the number of hours the employee worked on that day. Full-time employees of Med-Care Ambulance will be paid 8 hours of regular time for all holidays that they do not work.

Hours worked on holidays will be counted towards total weekly hours worked and will qualify toward overtime. If hours worked on a holiday are hours above and beyond the normal 40-hour work week they will be paid at double time.

All full-time employee benefit usage utilized for holidays does not count toward hours worked during that same pay period when calculating weekly hours worked for overtime purposes.

Article 17 - Workers Compensation

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Any injury or illness that occurs in the line duty will be subject to the applicable workers compensation laws.

Article 18 - Bereavement

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Employees who wish to take time off due to the death of an immediate family member should notify the on-duty Supervisor immediately who will then notify the Director of Operations. Med-Care Ambulance defines "immediate family" as the employee's Parents, Stepparents, Brother, Sister, Spouse, and Child.

Bereavement leave, for the remainder of any shift, will be paid immediately upon notification should the incident occur while the employee is on duty. Up to an additional 24 hours of paid bereavement leave will be provided to employees if their shift falls within the next three consecutive calendar days.

Documentation of an employee's family member's passing must be provided to the Director of Operations.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, bonuses, or shift differentials. Employees may, with the Director of Operations approval, use any available paid leave for additional time off as necessary. Bereavement time cannot be banked for future use.

Article 19 - Line of Duty Death

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The parties acknowledge that Maine Law provides certain benefits when firefighters or emergency medical service personnel die in the line of duty. Maine's workers' compensation law, at Title 39-A MRSA § 215 and 216, provides for death benefits, burial expenses, and incidental compensation. Title 25 MRSA§ 1611, provides for a death benefit payment by the State of Maine when firefighters or emergency medical service personnel die in the line of duty. The determination of whether benefits are to be paid and who is eligible for such payment will be made in accordance with the applicable statutory provisions.

As part of the benefits information provided to new employees of this unit, Title 39-a MRSA sec. 215 and 216 and Title 25 MRSA sec. 161 will be provided.

Employees will also be eligible for all federal benefits that may be available for LODD through the Public Safety Officers Benefit (PSOB).

Med-Care Ambulance, in conjunction with representatives from the Teamsters Local 340, agree to collectively work together in obtaining all applicable benefits afforded to the family of an employee related LODD.

1 **Article 20 - Educational Support**
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3 Med-Care Ambulance recognizes that there are additional specialty training programs in addition
4 to licensure level programs that are beneficial for the various licensed level employees. Med-Care
5 Ambulance recognizes that several of these programs are considered as Standard of Care within
6 the Emergency Medical Services industry and therefore Med-Care Ambulance mandates that
7 employees obtain and keep current certifications of these programs. The following specialty
8 training program certifications will be considered mandatory for the duration of this contract:

- 9 1. Paramedics: Advanced Cardiovascular Life Support (ACLS), Pre-Hospital Trauma
10 Life Support (PHTLS), Pediatric Advanced Life Support (PALS) and Basic Life
11 Support (BLS).
12 2. Advanced EMT and EMT: Basic Life Support (BLS), Pre-Hospital Trauma Life
13 Support (PHTLS).
14 3. Drivers: Basic Life Support (BLS).

15 Med-Care Ambulance will pay all program tuition fees for the above-mentioned mandatory
16 classes. Med-Care Ambulance will compensate full-time employees to attend the above-
17 mentioned mandatory classes. Compensation will be at the employee's regular rate of pay unless
18 the total hours worked within the pay period exceeds 40 hours, at which time the employee will
19 be compensated at one and one half the employee's regular rate of pay.

20 Employees may request additional support for specialty continuing education courses which are
21 not mandatory for employment, by submitting a request to the Chief. Employees may enroll in an
22 agreement with Med-Care Ambulance at their own discretion for tuition assistance for licensure
23 courses, subject to the terms of that agreement.

24 Med-Care Ambulance will provide on-going Continuing Educational Opportunities to assist
25 employees in maintaining licensures.
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Article 21 – Mileage

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Med-Care Ambulance will provide mileage reimbursement for employees that travel for education or work requirements at the federal mileage rate. Travel vouchers, which may be obtained from administration, must be submitted for all mileage reimbursement requests.

Article 22 - Catastrophic Leave Bank

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If an employee has a long-term injury or illness, or a family member has the same issue, and the employee utilizes all their accrued benefits, Med-Care Ambulance will, one time only, allow for a sick leave bank to be established on behalf of the employee in crisis. The employee that is having the crisis, upon depletion of all their benefits, can request in writing to the Director of Operations a catastrophic leave bank be established on their behalf. Upon approval of the Director of Operations, all full-time employees wishing to donate a portion of their accrued time to this bank will be allowed to do so. Total donations to the employee shall not exceed 8 weeks. All employees wishing to donate will submit in writing the amount of time that they wish to donate on this employee's behalf. All employees must maintain a minimum of 80 hours of sick leave within their own individual accounts for their own personal use. Employees can only donate hours that have been accrued up to the date of the request. The administrative office will make the appropriate changes to all the affected employee's benefit categories and a spreadsheet will be established to track the use of all donated hours.

The employee that has had the sick leave bank established is not required to pay back any of the donors at the completion of their crisis. When the completion of the crisis is over all donated employee time that was not utilized by the employee in crisis will be credited back to everyone's personal account.

Article 23 – Payday

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Med-Care Ambulance compensates all categories of employees on a weekly basis. The pay period consists of a 1-week period starting at 8:00AM Monday and concludes at 7:59AM the following Monday. The pay day will be no later than Friday of the concluding week.

1 Article 24 – Safety

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3 Section 1: Med-Care Ambulance agrees to allow officers and acting officers to delay long distance
4 transfers, based on the departure time, estimated trip return times, or for other unforeseen unique
5 circumstances. This shall only be done after consultation with a Chief Officer.
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7 For the purposes of this article, “long distance transfer” is defined as a transfer lasting longer than
8 6 hours round trip.
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- 10 A. Med-Care Ambulance staff will not perform any long-distance transfers if said trip
11 would not provide for the crew to be back in the service area prior to 3AM.
12 B. Any long-distance transfer that is determined to be emergent in nature, by the sending
13 physician, shall be conducted as though it were a 911 request for service. (Any decision
14 otherwise shall come from a Chief Officer).
15 C. With the consultation of a Chief Officer, the shift Officer or acting shift Officer may
16 refuse to perform a non-emergent interfacility transfer due to inclement weather
17 conditions.
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19 Section 2: Non-emergency long distance transfers will be delayed under the following weather
20 conditions:
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- 22 A. Active snowstorms with a predicted snowfall more than eight (8) inches.
23 B. Reduction of the speed limit on the Maine Turnpike to 45MPH.
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25 Long distance transfers may resume after the Turnpike Speed Limit is no longer reduced in the
26 direction to be travelled.
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Article 25 - Medical Leave

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Med-Care Ambulance provides all classifications of employees that have qualifying medical events, all applicable provisions specified within the Federal and State FMLA laws.

Med-Care Ambulance shall allow any employee that has earned benefit time the ability to utilize their benefit time concurrently with any associated unpaid leave provided through FMLA.

Article 26 - Leave of Absence

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3 Med-Care Ambulance provides leaves of absence without pay to eligible employees who wish to
4 take time off from work duties to fulfill personal obligations. Eligible permanent employees may
5 request personal leave only after having completed 180 calendar days of service. As soon as
6 eligible employees become aware of the need for a personal leave of absence, a written request
7 shall be submitted to the Chief or Deputy Chief.

8 Personal leave may be granted for a period of up to up to 90 calendar days every 2 years. If this
9 initial period of absence proves insufficient, consideration will be given to a written request for a
10 single extension of no more than 30 calendar days. With the Chief's approval, an employee may
11 take any available sick leave or vacation leave as part of the approved period of leave.

12 Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits
13 will be provided by Med-Care Ambulance until the end of the month in which the leave was
14 approved. An employee who returns from leave shall retain their seniority.

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Article 27 – Seniority

Seniority shall be determined by the two separate employee classifications: per diem and fulltime.

A seniority list for both fulltime and per diem staff will be maintained on file and updated whenever an employee is added to or removed from employment or when moved between fulltime and per diem status.

Whenever changes are made to either list a copy of said list will be provided to the Local 340 shop steward for their files.

Seniority will be utilized wherever applicable as determined by contractual language.

In the event a reduction in work force or layoff situation presents, the following process will be implemented in said order:

1. Fulltime employees shall be laid off in a reverse seniority order meaning the most recently hired fulltime employees shall be laid off first. Employees will be given 15 days’ notice prior to being laid off. All laid off employees shall be placed on a recall list by seniority.

Any employee placed on a recall list shall be responsible to provide the employer with any changes to their address or contact information should any occur while they are on the active list.

Health insurance for laid off employees will continue for not less than 30 days after the employee is notified, they will be laid off.

2. Fulltime employees that are laid off shall be offered per diem employment. Employees that accept per diem employment shall carry their years of service when placed onto the per diem seniority list.
3. Per diem employees that become fulltime employees shall be placed at the bottom of the fulltime seniority list.
4. All laid off personnel will be eligible for recall or rehire for up to 3 years. Any recalled employee shall have 7 days to accept full-time employment and up to an additional 30 days to physically return to work or they shall be removed from the recall list.
5. All employees that are on the recall list shall be given the opportunity to be recalled before any new fulltime employees are hired.

Article 28 - Bulletin Board

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Med-Care Ambulance agrees to provide suitable space for a bulletin board in a suitable work location. The Union shall limit its use of the bulletin board to official Union business such as meeting notices and Union bulletins.

1 Article 29 - Shop Stewards

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3 Med-Care Ambulance recognizes the right of Local 340 to designate Shop Stewards and
4 Alternates. The authority of the Steward and Alternate so designated by Local 340 shall be limited
5 to, and shall not exceed, the following duties:

- 6
7 1. The investigation and presentation of grievances in accordance with the provisions of the
8 collective bargaining agreement.
9
10 2. The collection of dues authorized by appropriate Local 340 action.
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12 3. The transmission of such messages and information that shall originate with and are
13 authorized by the Local 340 or its employees, provided such messages and information
14 have been reduced to writing.
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Article 30 - Witness & Jury Duty

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Due to the nature of work and the potential for exposure to situations that could require Med-Care Ambulance employee's to be subpoenaed to appear in court the following will apply:

Med-Care Ambulance mandates employees to appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed to testify in any case they were involved with, they will be compensated for all hours required of them to fulfill their obligations. They will be required to return to work after any court time for the remainder of their scheduled shift if scheduled to work on the court date.

The subpoena should be shown to the Director of Operations immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

If an employee is chosen for Jury Duty, they will be compensated for the missed hours they were previously scheduled to work that conflict with their civil responsibility of serving on jury duty.

1 **Article 31 - Health Insurance / Opt Out Plan**

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3 Med-Care Ambulance offers Health Insurance to all full-time employees. The Health Insurance
4 plan for the duration of this contract shall be the Anthem Blue Cross PPO 2500 Health Insurance
5 Plan. Employees that choose to receive Health Insurance will be required to contribute 15% of the
6 cost of their applicable Health Insurance plan.

7 Med-Care Ambulance shall establish a Health Reimbursement Account on behalf of any
8 participating employee in which employees will be reimbursed for deductibles and coinsurance
9 expense amounts that have been paid out of pocket according to the charts below.

10 Deductible –

Deductible Amount	Employee Pays First	HRA pays Last
Single = \$2500	\$500	\$2000
Family = \$5000 (capped at \$2500 per person)	\$500	\$4500

11 Coinsurance –

Coinsurance Amount	Employee Pays First	HRA pays next
Single = \$2500	\$2000	\$500
Family = \$5000 (capped at \$2500 per person)	\$4000 (capped at \$1500)	\$1000 (capped at \$500)

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14 Med-Care Ambulance also offers all full-time employees a Health Insurance opt out program. If
15 an eligible employee chooses not to take the Health Insurance being offered through Med-Care
16 Ambulance, they shall be reimbursed 33% of the annual premium rate for the plan they were
17 qualified to have received. Employees will receive their opt out reimbursements on a monthly
18 basis, via the contracted payroll entity, in an amount equal to 1/12th of the 33% value.

Article 32 – Retirement

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Med-Care Ambulance provides a company sponsored 5304 Simple IRA for all qualifying employees as defined by current Federal Internal Revenue Service (IRS) Laws. Employees that qualify may join the plan upon initial hiring or during the annual open enrollment period. Med-Care Ambulance will provide a 4% match on behalf of all employees participating in the 5304 Simple IRA plan.

Article 33 - Hiring

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The Chief shall have sole decision-making authority when hiring.

A hiring committee will be utilized whenever it is anticipated that greater than three vacancies are expected to be filled.

The committee will include representatives of management, full-time and per diem employees. The committee shall provide input for consideration by the Chief.

Article 34 - Promotions

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The Chief shall have sole decision-making authority when making promotions.

Promotional processes for the position of Lieutenant, Captain, and Assistant Deputy Chief shall include a promotional committee which will include representation of management, full-time and per diem employees. The committee shall provide input for consideration by the Chief.

1 **Article 35 - Shift Filling**

2 **Shift Filling Immediate Vacancy:**

3 The Shift Officer will enter said shift within the current scheduling software program platform. If
4 the vacancy was due to utilizing sick leave, vacation, personal or other reason it must be entered
5 as a “Time off Entry”. The supervisor will then approve the time off request/vacancy which will
6 open the shift to be filled or signed up for. The supervisor will lastly document the reason in the
7 “Notes to Administration” section for tracking purposes. The Shift Officer will utilize the
8 notification system within the scheduling software program platform to notify all off duty
9 personnel of the open shift. Off duty personnel that sign up within the scheduling software program
10 will be awarded the shift by whichever employee has the least number of scheduled hours that
11 meets the license level requirements so long as it does not incur overtime. If the shift would incur
12 overtime refer to Article 36.

13 Lastly the Shift Officer will make an entry in the comments section of the Daily Supervisor’s Shift
14 Report detailing who gave up the shift, who received the shift and the reason why.

15 **Shift Filling for the Following Shift:**

16 The Shift Officer will enter said shift within the scheduling software program. If vacancy was
17 due to a call out utilizing sick leave, vacation, personal or other reason it must be entered as a
18 “Time off Entry”. The supervisor will then approve the time off request/vacancy which will open
19 the shift to be filled or signed up for by employees. The supervisor will lastly document the
20 reason in the “Notes to Administration” section for tracking purposes.

21 The Shift Officer will utilize the notification system within the scheduling software program to
22 notify all off duty personnel of the open shift and for interested parties to sign up for shift. Shift
23 Officers will give personnel at least 60 minutes from the time of notification until they fill the shift
24 unless it is after 6PM the night before the shift.

25 Personnel that sign up for said shift will be awarded the shift based on license level requirements
26 as well as the least number of hours already assigned to any employee for that given pay week. (If
27 employees have equal hours for said week then monthly totals will be utilized as a final
28 determinant.) If the awarding of a shift to a per diem employee would incur overtime of 8 hours
29 or greater the shift must be offered to full-time personnel as overtime first. Refer to Article 36.

30 **Shift Filling Outside of 24 Hours:**

31 Each morning the Shift Officer of the day shall log into the scheduling software program to
32 evaluate any open shifts. At that time the shift officer will utilize the notification system within
33 the scheduling software program to notify all employees of the open shifts. This will give personnel
34 time throughout that day to sign up for any open shifts they may be interested in. Open Shifts
35 throughout the month shall be filled each evening by the shift officer after 6PM. Only shifts that
36 have personnel signed up for meeting the appropriate license level required will be filled at that
37 time. All other applicable areas regarding employee hours will be handled as prescribed.

Article 35 - Shift Filling - continued

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above. Any open shift that falls within the next 7 days will also qualify for overtime hiring, as necessary. Refer to Article 36 as applicable.

Filling of Open Shifts at time of Schedule Release:

When the monthly schedule is released, it will be made available for all personnel to review. If there are any open shifts available, all personnel that meet the license level requirements for any said shift may sign up as being interested in the shift. The Shift Officers will fill all open shifts within the schedule by following the steps outlined above based on the date of any open shift.

Benefit Usage Required Shift Filling:

Shift Officers will have the authority to approve benefit usage to employees that request time off after verifying employees have the appropriate benefit time available. All applicable paperwork will be completed by the Shift Officer and submitted to the Administrative Offices. If any Benefit Usage request is submitted and the supervisor believes it may cause a staffing conflict, they shall contact the Assistant Deputy Chief, Deputy Chief or Chief prior to approval of the request.

Article 36 – Overtime

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- 2 Overtime hiring of employees shall only be conducted after all attempts to fill shifts at straight
3 time pay rates have been exhausted.
- 4 Overtime will be offered to full-time personnel first.
- 5 No classification of personnel will be asked or assigned any overtime that would cause them to
6 work greater than 48 hours straight unless they are the only option available to meet staffing or
7 licensure levels. All employees are required at least 8 hours off duty after working 48 hours prior
8 to working any additional shifts.
- 9 A block system, listing all full-time employees, shall be utilized for overtime hiring processes. The
10 Captain’s shall be responsible to ensure that this list is kept current and accurate.
- 11 Full-time personnel may sign up for open shifts ahead of time within the scheduling software
12 program. If full-time personnel have signed up for any given shift that requires overtime hiring,
13 the full-timer with the first open block will be awarded said shift.
- 14 Captains will have first refusal of overtime shifts whenever there is no officer on duty during the
15 overtime shift occurrence that is being filled.
- 16 If no full-time personnel have signed up for any given shift that requires overtime hiring, the on-
17 duty officer will ask on duty full-time personnel in accordance with the block system.
- 18 If any full-time employee is asked to work, the date will be marked in their first open block.
- 19 If there are no full-time employees wishing to work any given overtime shift, the shift will then be
20 opened to per-diem personnel. Per-diem personnel will be notified of the opportunity via the
21 scheduling software platform and will be afforded time to sign up for said overtime shift. The on-
22 duty shift officer will award the overtime shift to the per-diem employee, meeting the license level
23 requirements, that has the first open block within the per-diem overtime hiring spreadsheet. The
24 employee that is hired will have the date placed in the corresponding open block.
- 25 The Deputy Chief will be offered overtime prior to any forcing of full-time employees. The Deputy
26 Chief shall have full decision-making authority in accepting or rejecting any request on a case-by-
27 case basis. The union understands that any acceptance or refusal shall not constitute any past
28 practice.
- 29 After all overtime hiring options have been exhausted unsuccessfully in filling any open shift, the
30 shift officer will evaluate the overall staffing and license levels and if applicable shall notify drivers
31 of any opportunities to be awarded the open shift. Any driver that accepts an open shift shall have
32 the date entered their first open block within the drivers’ rotation block system spreadsheet.
- 33 If there is still no success in filling the shift it will then be filled by forcing a full-time employee
34 or employees. See Article 38.

Article 37 – Holdover

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Due to the nature of work, all employees are subject to being held over to remain on duty beyond their scheduled shift ending time to maintain adequate coverage until such time as replacements are found or ambulances return to the coverage area.

The Shift Officer shall use discretion and make all attempts to only hold over personnel that do not have other obligations whenever possible. Shift Officers will only hold over the appropriate number of personnel needed based upon the license level required to fulfill this need. This will only be implemented if there are no volunteers willing to remain on duty past their scheduled shift ending time. If there are volunteers and they meet the required license level requirements, then they will be allowed to remain on duty versus having to hold over someone else against their will. Any employee that is held over beyond their scheduled shift ending time shall receive straight time pay, unless already into an overtime status, for the first hour that they are held over and time and one half pay for the second and third hours regardless of their total hours within that given pay period.

All worked time will be broken down by 15-minute intervals as it applies to the documenting of time within the weekly payroll system.

No employee shall be held over for greater than three hours.

If an employee that is initially held over, is then forced for the remainder of the shift, they will be compensated at the forced rate of pay back to the start of their holdover.

Article 38 - Forcing

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Due to the nature of the employment coupled with the need to maintain available personnel and ambulances to adequately provide medical response as necessary within the agency's obligated coverage area, full-time employees are subject to being forced to fill open shift vacancies that are unable to be filled by all other hiring means available.

When forcing is necessary, the on-duty shift officer will utilize a block system process similar in nature to voluntary overtime hiring system and will force the first employee that is currently on duty that has the open block and that meets the necessary license level required.

Any full-time employee that is forced to work will be compensated at double their current hourly rate of pay.

Full-time employees will not be forced to work beyond 48 hours straight unless they are the last option. If a full-time employee has the first open block, but the forcing of said shift will place them working greater than 48 hours straight, their block will be skipped and the shift officer will proceed to the next full-timer block.

If the shift required to be filled through forcing is for less than 12 hours in duration, the employee forced will have only one block within the Force List dated. If the shift required to be filled through forcing is for greater than 12 hours in duration the employee forced will have two blocks within the Force List dated.

If the shift required to be filled is for 24 hours in duration, the employee with the first open block to be forced shall have the option of choosing either the first or second 12-hour portion of said shift and have one block within the Force List dated or they can choose to accept the full 24 hours and have two blocks within the Force List dated.

There will be no forcing of per diem employees for full shifts. If a forced employee can find a replacement, it is acceptable, so long as the replacement meets the license level required. The employee that is checked off on the forced list will remain checked off in these cases, not the employee who agrees to take over the shift. However, the employee who works the shift will be the employee compensated at the double time rate.

Article 39 – Recall

Employees who are off-duty and are called back to the station for “recall” due to operational need, shall receive a minimum of 2 hours of pay at their overtime rate, regardless of the number of hours worked for the week.

Article 40 - Additional Work

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Med-Care Ambulance recognizes that employees coordinate programs and / or perform tasks that are an integral part of company operations. Management assigns the coordination of programs to the officers within the organization as part of their expected job functions when they are promoted to higher ranks. Examples include but are not limited to facility maintenance, vehicle maintenance, training, quality assurance, and communications. Generally, the oversight of, coordination of, and task performance of these responsibilities are conducted during the employee's regular work shift, however, there are times either by request of the responsible party or by management that work within these areas requires attention outside of their normal shifts.

Any performance of these duties outside of their regular scheduled shifts must be requested by, or pre-approved by the Chief or Deputy Chief. When any performance of this nature occurs, the employee shall be paid at a stipend rate of \$36.00 per hour with a one hour minimum for all occurrences.

Stipends shall be paid during the regular pay week that work was completed.

Article 41 - Committees

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Med-Care Ambulance recognizes the value of employee input when purchasing new medical equipment or ambulances, ambulance design and layout, and safety concerns.

Such committees shall be established by management as needed. Each committee will consist of full-time and per diem employees as determined by the union. Management will determine their representation in the committee.

There shall be a standing safety committee, with a regular meeting schedule to promote safety throughout the organization. This committee will consist of full and per diem employees as determined by the union. Management will determine their representation in the committee. The committee will establish a process to deal with any safety concerns identified.

Article 42 – Contracted Special Events

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3 Full-time employees will have first refusal to work any paid special event over per diem
4 employees. Preference will be given to full-time employees. In the event there are multiple
5 employees who sign up to work a special event, the seniority list shall be used to award these
6 shifts, in accordance with license requirements. Employees working a contracted or special event,
7 shall be paid at double time.
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Article 43 – Pay Differential

A. Captain

Med-Care Ambulance recognizes that employees that hold this rank are required to have a role in managing daily personnel and operations consistent with their job description. Captains will receive a \$2,400.00 per year stipend. Each Captain will be assigned a specific area of responsibility as it relates to the non-emergency job function of their position. Captains will receive a \$2,400.00 per year stipend.

B. Lieutenant

Med-Care Ambulance recognizes that employees that hold this rank are required to have a role in managing daily personnel and operations along with ancillary company programs and projects as part of their job description and job duty expectations. Lieutenants will receive a \$1,200.00 per year stipend. Each Lieutenant will be assigned a responsibility as it relates to the non-emergency job function of their position. Some examples include but are not limited to, communications equipment, information technology, mass casualty incident trailer, and personal protective equipment. Lieutenants will receive a \$1,200.00 per year stipend.

C. Acting Officers

Med-Care Ambulance recognizes that there may be times when no Officer is scheduled to be on duty. When this occurs the most senior full-time employee, or the most senior per diem employee in the absence of any full-time employee, shall perform the necessary duties in their absences. Any employee performing acting officer duties shall receive a \$1.00 per hour stipend.

D. On Call Personnel

Med-Care Ambulance shall pay all scheduled “on call” employees \$3.00 per hour for the duration of their “on call” shift. Should any “on call” personnel get activated to duty they shall receive this \$3.00 per hour stipend on top of their regular hourly rate of pay for the duration of the time they are activated to work. Any “on call” employee that is activated to work shall receive a minimum of 2 hours pay for being activated. Shift officers shall have the right to hold activated employees on duty if other issues arise requiring staffing / coverage that were not the original intent of the activation. This shall not constitute a second or separate activation and 2-hour minimum pay, however, the employee activated will continue to receive the \$3.00 per hour stipend for the duration of their hours.

E. Med-Care Ambulance shall pay any employee that has been designated as a preceptor for new employees, license upgraded employees, and EMS students a \$1.00 per hour stipend when they are performing those duties.

Article 44 – Wages

Upon signing of this contract, the following minimum wages will be defined by licensed level. Employees that are not currently at this minimum rate of pay will have their rate adjusted to this minimum and this rate will be paid to employees retroactive to January 1, 2021.

- Drivers (not licensed EMS providers): Minimum hourly wage of \$13.00 per hour
- Basic EMTs: Minimum hourly wage of \$15.00 per hour
- Advanced EMTs: Minimum hourly wage of \$17.00 per hour
- Paramedics: Minimum hourly wage of \$22.00 per hour

Effective January 1, 2022 all employees will receive a 3% increase to their hourly rate of pay.

Article 45 – Term of Contract

This Agreement shall be for the term beginning January 1, 2021 until December 31, 2022.

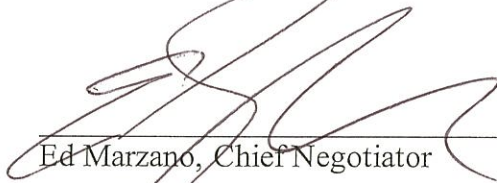
RATIFIED, AGREED TO AND SIGNED this, 14th day of July 2021, in Mexico, Maine by:

Northern Oxford Regional Ambulance Service
d.b.a. Med-Care Ambulance

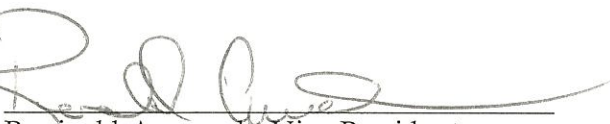
Teamsters Local 340



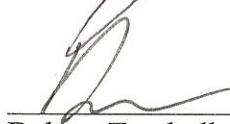
Robert Chase, President



Ed Marzano, Chief Negotiator



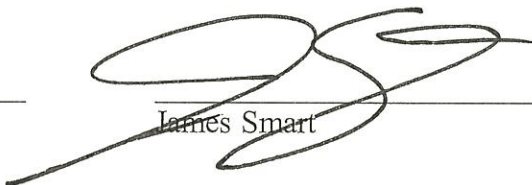
Reginald Arsenault, Vice President



Dakota Turnbull



Carol Roach, Treasurer



James Smart