

# AGREEMENT BETWEEN

## The Town of Orono and International Association of Fire Fighters, AFL-CIO, CLC Local 3106

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Expires June 30, 2024

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## **ARTICLE 1 - PREAMBLE**

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act, as amended, the parties have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and promote effective and efficient fire department operations.

This Agreement is entered into between the Town of Orono, hereinafter referred to as the "Town," and Local 3106 of the International Association of Fire Fighters, AFL-CIO, CLC, hereinafter referred to as the "Union."

For the purpose of this Agreement, a "business day" is a day in which the Town Office is open for business.

## **ARTICLE 2 - RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining and of entering into agreements relative to wages, hours, other working conditions, and grievance arbitration for all firefighters, lieutenants, and captains within the bargaining unit in accordance with the Maine Municipal Public Employees Labor Relations Law.

## **ARTICLE 3 - MANAGEMENT RIGHTS & DEPARTMENT RULES**

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The Town may adopt rules for the operation of the Department and the conduct of employees, provided such rules do not conflict with any provisions of this Agreement. All rules and regulations of the Department in effect on the date of execution of this Agreement are incorporated into and form a part of this Agreement.

The Town agrees to furnish each employee in the bargaining unit with a copy of existing work rules and further agrees to furnish each new employee with a copy of said rules at time of hire. When existing rules and regulations are changed or new rules and regulations are

established, the Union shall be consulted. All rules and regulations shall be emailed to all departmental personnel and posted on the firefighters' bulletin board for a period of ten (10) business days before becoming effective. The Town agrees to provide a copy to all employees in the unit at time of posting by placing said copy in each employee's workplace mailbox.

#### **ARTICLE 4 - UNION SECURITY & DUES DEDUCTION**

Section 1: All employees shall have the right to either join or not join the Union, except as otherwise provided herein. No employee shall be favored or discriminated against by the Town or by the Union because of his/her membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all unit members without discrimination, interference, restraint, or coercion.

Section 2: The Town shall deduct regular weekly dues and initiation fees upon receipt of a signed authorization form. The aggregate deductions of all employees shall be remitted at least monthly by direct deposit to the Association's account at the University of Maine Credit Union (or, with 14 calendar days notice from the Association to any financial institution that the Association has an account), together with an itemized statement, to the Treasurer of the local Union. The Union shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this article.

#### **ARTICLE 5 - SENIORITY & PROBATION**

Section 1: The Town shall establish a seniority list updated on January 1 of each year. One (1) copy shall be posted immediately on the Union bulletin board for a period of not less than thirty (30) calendar days and another copy shall be sent to the Union President.

Section 2: Any objection to the seniority list, as posted, must be reported to the Fire

Chief and the Union President within thirty (30) days, or it shall stand as posted.

Section 3: Seniority shall be established listing all employees covered by this Agreement with the most senior employees listed first. Seniority shall be established as of the last date of permanent hire.

Section 4: In the event of a layoff or elimination of a position, the Town shall meet and negotiate with the Union regarding loss of jobs. Seniority shall be the governing factor in the selection of employees to be laid off. Employees affected by a reduction shall be given fourteen (14) calendar days notice prior to the effective date of layoff. Employees on layoff shall be recalled to their former position or a position of equal or lesser rank within the department if a vacancy occurs within twenty-four (24) months of the date of layoff. Employees shall be recalled in the reverse order of layoff (last laid off shall be first recalled, if qualified); said employee shall return to work within fifteen (15) calendar days of recall notice. In the event a position is eliminated the employee will revert back to the position previously held. For example, if a Lieutenant's position were eliminated, the person in that position would revert back to the previously held position.

Section 5: An employee hired after July 1, 1998 shall serve a probationary period of one calendar year starting from the date of hire. During the period, the employee may be terminated at any time. Any termination is final and will not be subject to the grievance or arbitration procedures. A further condition of employment shall be the successful completion of Firefighter I State of Maine certification within three years of hire; this can be accomplished through the Maine State Fire Academy or in-service modules. Should the State of Maine in the future fail to offer this certification, or alter its certification process, the Parties agree to meet and reconsider this requirement. It is expected that the probationary employee will be evaluated during the

probationary period and given sufficient time to allow improvement. The Town requires those hired after the execution of this agreement to obtain paramedic licensure sufficient to practice in the State of Maine within three years of date of hire as a condition of employment. Once the paramedic licensure is obtained it must be maintained in good standing.

## **ARTICLE 6 - DUTIES**

Section 1: The duties of the employees covered by this Agreement shall be the protection of life and property; the prevention, control, and extinguishment of fires; delivery and response to any and all types of medical emergencies; hazardous materials response; participation in training; inspection services; routine maintenance of quarters and apparatus; and general cleaning and other duties normally required of Fire Department personnel.

## **ARTICLE 7 - WORK WEEK**

Section 1: Beginning on July 1, 2021, the regular average work week for assigned shift personnel shall be forty-two (42) hours per week. Shifts shall be scheduled in twenty-four (24) hour blocks rotating with one (1) shift worked (24 hours) followed by three (3) shifts (72 hours) off with the workday beginning at 0700 and ending at 0700 the following day. Unless otherwise directed in this agreement, regular time shall be paid for all regular scheduled shifts and the first eleven (11) hours of time worked in a work week with overtime, calculated in accordance with the Fair Labor Standards Act.

Section 2: If the Town deems it necessary to shift personnel between crews, the Town agrees to give the affected employees an eighteen (18) calendar day notice before implementing the shift change. The Town has the right to waive this notice for emergencies, special situations, or disciplinary action, and will consult with the Union regarding matters of concern. The employee may also elect to waive this notice.

Section 3: The Town may utilize "floater" firefighters who will work the same regular

schedule total hours and work cycle as outlined in Section 1 of this Article; however, the “floater’s” shift schedule is not required to follow the shift pattern prescribed in the Article. These positions may be filled by job bidding during the thirty (30) calendar days prior to filling the position(s). The Town may reduce the thirty (30) calendar day posting requirement to eighteen (18) calendar days in emergency situations. If no senior firefighter elects to bid for the position, the least senior firefighter will be assigned to the shift. The schedule for the floater position(s) will be determined by the Fire Chief and posted at least ten (10) business days in advance, with the employee having the right to waive said ten (10) business day notice. The generally accepted hours of work for the floater will be in the configuration described in Section 1 of this Article; however, the Town retains the right to schedule in other configurations to meet identifiable staffing needs, including, but not limited to, departures, resignations, loss of licensure, FMLA leaves, and other unscheduled absences or departmental needs. If the need for the alternative shift schedule (less than 24 hour blocks) last for more than one work cycle (twenty-eight (28) day cycle), at the Union’s request, the Town will provide an opportunity for consultation with the Union. No more than three (3) floater positions. Command staff (Captains and Lieutenants) will not be eligible to hold floater positions.

## **ARTICLE 8 - WAGES**

Employees of the Town’s Fire Department will be compensated in accordance with the salary schedules incorporated herein as Attachment “A” with no additional cost of living adjustments during this contract period.

## **ARTICLE 9 - EMPLOYEE/MANAGEMENT CONFERENCE**

Conferences between representatives of management and the members of the Executive Leadership Board of the unit may be arranged by mutual consent of the parties to discuss matters of mutual concern, including methods of improving the relationship between the parties. Such



meetings, including the preparation of a mutual written agenda, shall be planned in advance and held during normal business hours. Employees acting on behalf of the unit shall not suffer a loss in pay even if such meetings fall during regular shift hours. The Executive Board shall be represented by a minimum of two members holding union leadership positions. In the event the Union expands the Executive Board beyond the existing three officers, the Town reserves the right to limit the number of union representatives participating in the conference.

At least once every four (4) months, the Unit President, and/or other Unit Officer(s), shall meet with the Town Manager to discuss the general management and morale of the members. This meeting is not designed to supplant the grievance process or circumvent the chain of command.

## **ARTICLE 10 - OVERTIME**

### ***Section 1: Overtime List***

The Town shall establish a single list of all permanent employees covered by this contract. The Fire Chief or his designee(s) shall be responsible for maintaining the list.

Overtime shall be assigned in strict accordance with the overtime list so that overtime is distributed as evenly as possible to all employees covered by this agreement. On January 1<sup>st</sup> of each year each employee shall start with zero hours of overtime. Each time an employee is assigned an overtime, whether scheduled or (off-going) unscheduled, the number of hours assigned shall be recorded. The employee with the least amount of overtime shall be assigned the next scheduled or unscheduled overtime. If the employee finds a replacement, the employee originally assigned the overtime will have the number of hours added under his/her name. In order to maintain at least two paramedics and one officer, the Fire Chief may skip over other employees to maintain sufficient qualified personnel. Detail hours worked shall not be counted towards the list unless they are

Mandatory hours. New employees that are added to the list shall begin with the average number of hours of other employees.

***Section 2: Unscheduled Overtime***

Unscheduled overtime includes all areas as determined by the Town, except for the following:

1. Ambulance transfers shall not be mandatory, except for those leaving from or returning to Orono, which will be considered routine incidents.
2. If the Town determines a need for coverage for special events, personnel may be ordered in to work, only after exhausting all efforts to fill voluntarily and then only a sufficient number to provide for proper warning and exiting, usually one person. If a unit member is called to work in the evening or night (event or standby) and that employee is scheduled to work the next day, a person from the respective on duty shift will be assigned to work and the unit member on overtime will be assigned to the shift, allowing for a rested and fit for duty firefighter the next day.
3. Overtime that falls under the definition of scheduled overtime.

If the Town determines that a vacancy is to be filled, the shift officer will offer the overtime to all full-time fire response personnel on the shift to be relieved, with the overtime being offered first to the employee with the least amount of overtime hours on the overtime list. If the overtime is taken by an off-going shift employee, the hours will be recorded and the overtime list updated. If all off-going employees covered by this agreement refuse the overtime, the shift officer shall attempt to contact each employee covered by this agreement, beginning with the employee who has the least amount of

overtime hours on the overtime list. The first employee to be contacted will be assigned to fill the vacancy. If time is of the essence, the shift officer may contact employees who reside within thirty (30) minutes of the fire station first. The employee contacted will have the option to replace him or herself by calling other employees. If after exhausting all efforts to reach a bargaining unit member by telephone and alpha pager, which shall be documented in writing listing date and times of attempted contact on the proper department form, a reserve may be contacted. A unit member must allow one hour for another unit member to respond to the telephone and alpha page before being allowed to transfer the overtime to a reserve. During the initial attempt to replace oneself a unit member may take any part of the overtime, such as half the shift, allowing a reserve to work the other half. However, once transferred to a reserve, a reserve cannot be bumped. A unit member may request permission from the Fire Chief to contact a reserve firefighter. No more than one reserve per shift and reserves cannot be used for swaps. At no time can a reserve be used without the permission of the Chief. If a replacement is found, the Shift Officer must be notified.

### ***Section 3: Scheduled Overtime***

Scheduled overtime includes all areas as determined by the Town. The following exceptions shall apply:

1. Ambulance transfers shall not be mandatory, except for those leaving from or returning to Orono, which will be considered routine incidents.
2. If the Town determines a need for coverage for special events, personnel may be ordered in to work, only after exhausting all efforts to fill voluntarily and then only a sufficient number to provide for proper warning and exiting, usually one person.

The Fire Chief or his designee shall assign overtime as soon as possible after the Town determines there is a vacancy. The Town shall follow the overtime scheduling procedure outlined in Section 1 of this Article. Once an overtime assignment is posted, it will be the assigned employee's responsibility to find a replacement.

***Section 4: Compensation***

Employees will be compensated in accordance with the Fair Labor Standards Act (FLSA) and the terms of this agreement. Unless otherwise directed within this Agreement, overtime shall be paid after eleven (11) additional regular hours have been worked and sick leave shall not be used as time worked for the basis of calculating overtime.

***Section 5: Callback***

An employee who responds to a callback shall be paid not less than four (4) hours of overtime at time and one-half their regular rate, with any time over the four (4) hours paid on the half hour, except that:

1. The four (4) hour minimum shall not apply to hours worked as a result of a holdover which will be paid hour for hour, or
2. To the beginning of a shift if the callback is no longer than two (2) hours before, and continues into the employee's shift, in which case the employee shall receive two (2) hours pay at time and one-half.

Work shall be related to the callback and shall terminate when released by the shift officer.

***Section 6: Holdovers, Training, & Meetings***

Shift holdovers, scheduled drills and training, and staff or departmental meetings as called by management outside the employee's normal schedule shall be paid at time and

one-half for actual hours worked, compensated in half-hour increments.

***Section 7: Refusals***

Each employee shall maintain the right to refuse an overtime shift if that shift would result in an employee working more than forty-eight (48) consecutive hours, except in public safety emergencies as determined by the Fire Chief. Correspondingly, voluntary employee shift exchanges may not result in an employee working more than forty-eight (48) consecutive hours, as determined by the Fire Chief. Employees on leave or vacation shall not be required to work overtime, except in public safety emergencies as determined by the Fire Chief.

***Section 8: Compensatory Time***

Employees are not eligible to accrue or use compensatory time.

**ARTICLE 11 - HOLIDAYS**

**Section 1:**

- a. Each full-time employee shall be paid 10.5 hours of their regular hourly wage for the holidays listed in Subsection b. of this Section. If the Orono Town Council amends Chapter 28 (Personnel) of the Town's Code of Ordinances to include additional paid holidays, said new holiday will be added to the list contained in Subsection b. of this Section

**b. Holidays:**

New Year's Day  
Martin Luther King Day  
Washington's Birthday  
Patriot's Day  
Memorial Day  
Independence Day

Labor Day  
Indigenous People's Day  
Veteran's Day  
Thanksgiving Day  
Friday After Thanksgiving  
Christmas Day

## ARTICLE 12 – VACATIONS

During contract negotiations, the parties agreed that vacation time accrual provided for within the agreement met the requirements of the State of Maine's new earned paid leave (EPL). They agreed that new language is needed that acknowledges the law and provides that the first forty hours taken shall be classified as EPL and deducted from the employees accrued vacation leave balance. The exact language related to this agreement will be agreed through the Labor-Management process and added to the contract through a side agreement.

Section 1: All full-time employees within the unit shall receive annual vacation leave according to the following schedule:

Completion of one year of service	(2 weeks)	96 hours
Completion of five years of service	(3 weeks)	144 hours
Completion of ten years of service	(4 weeks)	168 hours
Completion of fifteen years of service	(5 weeks)	216 hours

Section 2: Leave shall not be accumulated to exceed 84 hours more than the employee earns in an anniversary year.

Section 3: No vacation leave shall be used until an employee has been with the Department for at least one hundred twenty (120) days. A sign-up sheet of allowable vacation periods will be posted November 15<sup>th</sup> for thirty (30) calendar days, during which time seniority shall be the governing factor for vacations. Any vacations scheduled during the thirty (30) calendar day period, and not challenged for seniority purposes, will stand as final. During the year anyone, on a first come, first served basis, may request vacation leave from the Fire Chief. Once granted, seniority will not be a factor. In an emergency situation the Fire Chief may cancel the vacation request. If a holiday falls within a vacation period, the employee will be paid for the holiday in accordance with Article 11.

Section 4: If an employee is called into work during a scheduled vacation, the employee shall be compensated at one and one-half times the regular rate of pay. An employee shall not

schedule themselves to work during a scheduled vacation.

Section 5: After vacation time has been posted, it cannot be changed unless approved by the Fire Chief.

### **ARTICLE 13 – EMERGENCY LEAVE**

In the event of a personal emergency while on shift, an employee has one hour to leave the station and evaluate the emergency upon notifying the shift officer and receiving permission to leave work. The employee must contact the shift officer within one hour to update them on the emergency. The shift officer will attempt to confer with the Fire Chief, or designee, in person or via phone. The Fire Chief will decide if the nature of the emergency requires vacation or sick time to be used and the employee will be contacted once the decision is made. The first hour of emergency leave will be paid time and not require the use of accrued benefit time.

### **ARTICLE 14 - SICK LEAVE**

#### **Section 1:**

- a. Employees will accrue sick leave at the rate of two point seven seven (2.77) hours per week worked or in active paid status up to a maximum of seven hundred twenty (720) hours. Employees with more than the maximum accrual (720) on July 1, 2021 when the new schedule is implemented will maintain and have the ability to use the accumulated hours; however, will not earn any additional hours until the balance is under the cap limit.

Section 2: Sick leave shall be granted for inability to perform duties due to personal illness or injury; for necessary care and attendance of a member of the employee's immediate family or household. Employees are limited to using eighty-four (84) hours in any twelve (12) consecutive months for members of their immediate family. This may be extended with approval

of the Town on a case-by-case basis when justified by extenuating circumstances; when an employee has been exposed to a contagious disease that might jeopardize the health of others; or for doctor's appointments. Employees absent on this account shall inform the Shift Officer on duty as early as possible of the absence. If illness or accident exceeds three (3) shifts, the Chief may require a physician's certificate.

Section 3: Sick pay for a shift shall be for actual hours the employee was scheduled to work.

Section 4: Every reasonable effort must be made by employees to schedule doctor, dentist, and other health care appointments of the employee and family members during regularly scheduled shifts off.

#### **ARTICLE 15 – SICK LEAVE SHARING**

Members may donate their accrued sick time to this account, but only to the extent that they have more than three-hundred and sixty 360 accumulated hours. The donated sick time may be used for the illness or injury of the done members or their family members residing with them. Donated time can only be used for illness and injuries, requiring the donee member to be absent from work for a minimum of three weeks. In addition, donated time cannot be used until the member has exhausted their own sick and vacation time. Further, if the donee members have income protection purchased through the Town, the donated time can only be used to make up the difference between the amount received from income protection and the member's regular weekly step pay, with stipends included. The amount of the donated time that may be used for any illness or injury is capped at one-hundred and ninety-two (192) hours per unit member per contract year unless the Town, in its sole discretion, waives this limit.

#### **ARTICLE 16 - BEREAVEMENT LEAVE**

In the event of death in an employee's immediate family or household, the employee may



receive up to three (3) consecutive calendar days off without loss of pay. This may be extended by the Town Manager. Immediate family shall include spouse, child, mother, father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, or brother-in-law or other member of the household living with the employee. If the Orono Town Council amends Chapter 28 (Personnel) of the Town's Code of Ordinances to define immediate family members in a manner that is more expansive than defined in this Article the additional defined members will be added to the list.

#### **ARTICLE 17 - LEAVE OF ABSENCE**

The Town may grant an administrative leave of absence without pay, if in the Town's opinion, such leave will serve the best interests of the Town. Leave will only be granted upon written request of the employee setting forth the reasons for the request. Upon expiration of an approved leave of absence and within ten (10) calendar days after a notice to return to duty, the employee shall return to the former position. Failure to do so shall be considered a resignation.

An administrative leave with pay may also be granted if, in the Town's opinion, such leave will serve the best interests of the Town.

Sick and vacation leave will not accrue during the period of an unpaid or paid administrative leave of absence. Seniority rights will accrue. If an employee is returned to employment with the Town in good standing subsequent to an unpaid or paid administrative leave of absence, sick and vacation leave that would have accrued will be restored.

#### **ARTICLE 18 - MILITARY LEAVE**

Any permanent employee who is a member of the National Guard or military reserves and is ordered to active duty shall be entitled to a leave of absence with pay for such training not to exceed twelve (12) calendar days per contract year. If such orders require less time, the

employee shall report for work on his next regularly scheduled shift. Military leave is in addition to annual vacation. The amount of compensation paid to such employee shall be the difference between his compensation for military duties, as shown by a statement issued by military authorities giving his rank, pay and allowances, and the amount of salary or wages due as an employee of the Town. If the compensation for military service is equal to or greater than the salary or wages due as a Town employee, no payments shall be made by the Town.

#### **ARTICLE 19 - MEETINGS & BULLETIN BOARD**

With the permission of the Chief, the Town shall allow the Union to hold its meetings at the fire station, provided such meetings do not, in any way, interfere with the operations of the Department. The Town also agrees to provide suitable space for a Union bulletin board.

#### **ARTICLE 20 - UNION DUTIES**

Section 1: Local Union Officials, with notice given to the Chief, shall be permitted to conduct Union business for up to two (2) hours a week, from the station, provided it does not interfere with the operation of the Department.

Section 2: The Town shall permit employees, not to exceed two (2), to participate in bargaining without loss of pay for such attendance if bargaining is during regular working hours. This privilege is subject to the understanding that adequate notice is given to the Chief and that no additional manpower is required for department operations.

#### **ARTICLE 21 - GRIEVANCE PROCEDURE**

Section 1: The purpose of the grievance procedure shall be to settle grievances on as low an administrative level as possible, so as to enhance efficiency and maintain morale within the department.

Section 2: An employee or the local Union may grieve for:

- a. Discharge, suspension or other disciplinary action;

- b. Interpretation and application of rules and policy;
- c. Alleged violation of any terms of this agreement;
- d. Other working conditions.

Section 3: The employee or Union grievance shall be processed as follows:

a. Within ten (10) business days of knowledge, the employee or Union shall put forth in writing the contentions in full and suggested resolution and shall sign the complaint and submit it to the Fire Chief with a copy to the Town Manager. The Chief shall arrange for a meeting within five (5) business days. The Chief, Union, and grievant shall make every reasonable effort to resolve the complaint. Within seven (7) business days of the meeting, the Chief shall give his written findings to the Union with a copy to the Town Manager.

b. If the Chief's written response is not acceptable, the Union may, within seven (7) business days of receipt, appeal it to the Town Manager, in writing, again setting forth the contentions. The Town Manager, within ten (10) business days of receipt of said appeal, shall arrange for a meeting to include Fire Chief, grievant, and Union. Within seven (7) business days of said meeting the Town Manager shall respond, in writing, to the Union with his or her findings.

c. If the Town Manager's written response is not acceptable, the Union may, within ten (10) business days and by written notice to the Town Manager, request arbitration.

Section 4: The arbitration proceeding shall be conducted by an arbitrator, to be selected by the Union and the Town within seven (7) business days after notice has been given. Parties may by mutual agreement extend the time period for selecting an arbitrator. If parties fail to select an arbitrator, either party may request the assignment of an arbitrator by the AAA. The decision of the arbitrator shall be final and binding on all parties involved. The arbitrator shall

be asked to render a decision within thirty (30) calendar days after conclusion of testimony.

Section 5: Expenses for the arbitrator's services and the proceedings shall be borne equally by the Union and the Town; however, each party shall be responsible for compensating its own representatives and/or witnesses. If either party desires a verbatim record of the proceeding, it may cause such a record to be made if it pays for the record and makes copies available to the other party and to the arbitrator.

## **ARTICLE 22 - DISCIPLINARY PROCEDURES**

Section 1: The Parties agree that the purpose of disciplinary action is to correct the offending employee's behavior/performance and maintain discipline and morale among other Fire Department employees. The Town may bring any violation of this Agreement or Town personnel policy and/or practice to the attention of the employee and impose disciplinary action. Such disciplinary actions shall only be taken for just cause. In all cases of disciplinary action of such employee, the Town shall notify the employee in writing of the disciplinary action being administered and the reasons for the action. Any disciplinary action taken against an employee shall be subject to the grievance procedure.

- a. The Town agrees that, in general, it will follow the principle of progressive discipline for behavior/performance offenses, except in matters that involve serious misconduct, such as, by way of example, theft, violence, threats, harassment, destruction of town property, etc. In such instances, the Town may proceed immediately to greater discipline, including suspension, demotion, transfer, and termination.

For all other offenses in which progressive discipline is used, prior to suspending without pay, demoting, transferring, or discharging an employee,

the Town shall give an oral warning for the first complaint and a written warning for other complaints, following which the employee may be suspended or discharged. A record or copy of all action taken shall be given to the Union.

- b. All discipline infractions and penalties will be placed and maintained in an employee's official personnel file [OPF]. However, for progressive discipline purposes, the parties agree that the *Shelf-Life* for the disciplinary actions taken against any unit employee will not be considered and/or used for any future disciplinary actions as follows:
- Oral Warnings will not be considered and/or used to support any additional disciplinary actions if the shelf life of the oral warning is more than twelve [12] months from the date of its occurrence.
  - Written warnings, demotions, transfers, and suspensions will not be considered and/or used to support any additional disciplinary actions if the shelf life of the written warning or suspension is more than thirty-six [36] months from the date of its occurrence.
  - If additional discipline occurs during the shelf-life period, all prior written warnings and suspensions will be considered going back to the first instance of discipline.
- c. If the Town contemplates the suspension or discharge of an employee, they may be immediately placed on paid administrative leave pending the investigation and the final determination with respect to the proposed disciplinary action.

- d. If suspension or discharge is found to be unwarranted, reinstatement shall be made whole for wages, benefits, and seniority, a statement of exoneration shall be issued, and the personnel file shall be purged of all records of the incident.

## **ARTICLE 23 - HEALTH & SAFETY**

Section 1: The Town shall determine proper safety devices and shall provide uniforms, gear, and other devices necessary to perform firefighting and emergency medical functions. If an employee deems a piece of apparatus or equipment to be unsafe, they shall notify their Shift Officer, who will conduct an appropriate inspection to see if the item needs to be taken out of service or repaired. A report of the inspection shall be submitted to the Chief by the Shift Officer. The Chief shall arrange for appropriate action.

Section 2: The Town is responsible for meeting the safety standards established by the Occupational Safety and Health Act, as amended, as well as other Federal and State laws. New equipment purchases by the Town shall meet the NFPA standards that are required by law.

Section 3: The Town and the Union agree to maintain a drug and alcohol policy consistent with the requirements of Maine State Law.

Section 4: The Town agrees to maintain the Preferred Provider language in policy for a second opinion on injuries during the first ten (10) calendar days of injury.

Section 5: A driver's license is a requirement of employment. If a unit member loses their motor vehicle license (i.e., right to operate a motor vehicle in the State of Maine) and the employee is unsuccessful at obtaining a conditional work license (cost is the employee's responsibility) said employee shall be suspended without pay, on a case by case basis. If, however, the suspension is due to a charge of operating under the influence, the suspension shall be without pay during the license suspension period. If the employee loses his license a second

time during any period of employment with the Town, the Town may have immediate grounds for termination. It is further understood that an employee shall immediately notify the Fire Chief of a license suspension. If a license suspension exceeds six months, the employee's position will be declared to be vacant. If a unit member loses their insurability for driving or emergency medical malpractice, the employee shall be suspended until such time as the employee can provide proof of insurance at a level equal to or greater than that provided by the Town.

Section 6: The Town does not require that members obtain or maintain a Class B Driver's License (CDL); however, if a Unit member is interested in obtaining a CDL, the Town may, at its sole discretion, provide an apparatus for the CDL test. Regardless of whether or not a member holds a valid CDL, all departmental personnel are required to meet the Maine Department of Labor – BLS standards for fire apparatus operation.

Section 7: Employees are eligible to participate in the Town's Wellness Program on the same terms available to other Town employees. These programs are offered at the sole discretion of the Town and can be halted, temporarily or permanently, or modified without notice with such decisions being final and not subject to the grievance procedures. Unit employees are invited to participate but are not eligible for financial benefits (paid time off, reduction in health insurance premium, etc.) associated with the WorkFit Program (or its successor program(s)).

Employees may workout at the New Balance Recreation Center on-duty as long as it does not interfere with the workday and there is not a delay in response to calls.

## **ARTICLE 24 - HEALTH INSURANCE**

Section 1: Effective for premiums due for August 2019 coverage, the Town will offer employees the opportunity to select health insurance coverage from Maine Municipal Employees Health Trust (MMEHT) PPO 500, PPO 1500, and PPO 2500. If these plans are not offered by the MMEHT, the parties will consult to determine the most applicable offerings to provide. The

Town's contribution towards the health insurance premium for those Unit members who elect coverage will be based upon the PPO 500 Plan at a rate of 90% of single or 75% of employee and dependent coverage. In the event that the employee selects a plan with a premium less than the Town's calculated contribution, the difference between the annual premium and Town's calculated contribution will be placed in a HRA for the member provided that such difference is at least \$250. Funds in the HRA will be managed in accordance with IRS rules, plan documents, and in accordance with the general practices established for all Town employees.

Section 2: Subject to Maine Municipal Employees Health Trust enrollment requirements, an income protection plan shall be made available to all unit employees, with the cost of the plan fully paid by the employee. The Town will provide the option for eligible employees to participate in IRS Section 125 Savings Accounts (FSA and Dependent Care Accounts) in accordance with IRS regulations and plan documents.

## **ARTICLE 25 - RETIREMENT**

Section 1: For FY23, the Town will provide a benefit pursuant to 5 M.R.S.A. ss18453(2) of one-half (1/2) average final compensation after twenty-five (25) years of service with no age requirement under the Maine Public Employees Retirement System, Special Plan 2C. Effective July 1, 2023, the Town will provide two-thirds (2/3) average final compensation after twenty-five (25) years of service with no age requirement under the Maine Public Employees Retirement System, Special Plan 3C. The parties acknowledge that the annual contribution rates, specific plan elements, and calculation of retirement benefits are subject to the decisions of Maine Public Employees Retirement System and not within the Town's purview. New employees hired after July 1, 2001 must participate in a retirement program. Unit members may select an alternative retirement program in place of MPERS; however, such participation must be in a Town sponsored plan; would be on the same terms as offered to non-union and non-contract



employees; and in no case shall the Town's total contribution exceed the contribution that it would have paid if the employee had selected MPERS. In addition, all employees may still decide to contribute their own funds to the ICMA retirement system.

#### **ARTICLE 26 - COURT TIME**

An employee required to attend court for official Town business, outside of their regular work shift, shall be compensated for actual time with four (4) hour minimum at time and one-half.

#### **ARTICLE 27 - JURY DUTY PAY**

The Town shall pay an employee, for jury duty, the difference between their regular pay and juror's pay upon presentation of an official statement of jury pay received. An employee excused from jury duty must report back to work for his/her normal shift, unless excused by the Fire Chief.

#### **ARTICLE 28 - INJURIES OR ILLNESS**

*During contract negotiations, the parties agreed to refer this article to the labor-management process for further discussion and, if mutual agreement is reached during the contract term, will consider revision to the article through a side agreement .*

Section 1: Employees covered by this agreement who are injured on the job while performing extra hazardous duties shall receive, in addition to Workers' Compensation, an amount sufficient to bring them up to regular take home pay while an incapacity exists and until they are placed on disability retirement or return to active duty. The amount of this supplement shall be the difference between the total weekly Workers' Compensation benefit paid and the employee's net (not gross) base pay in effect before the injury.

Section 2: Upon approval of a doctor, and with reference to the employee's job description, the Town may assign light duty to a disabled, sick, or injured employee. The employee shall receive his regular pay and benefits for said light duty.

Section 3: The Fire Chief, in his sole discretion, may require any employee who has missed work due to injury or illness, to submit to a fitness for duty exam by a licensed medical practitioner, paid for by the Town. If the exam takes place during work hours, the employee shall be paid for any time required to attend or awaiting the exam.

#### **ARTICLE 29 - ACTING GRADE**

The Fire Chief may appoint a qualified employee to a higher classification (Firefighter to Lieutenant or Lieutenant to Captain) to fill a temporary vacancy after the position has been vacant for more than five (5) twenty-four (24) hour consecutive shifts. Such action status shall not exceed one (1) year. The employee appointed to fill a temporary vacancy shall receive 100% of the probationary rate for the higher classification. If the employee were to later be promoted, through a promotional process, to the position, the employee is still required to serve any probationary period in accordance with the Contract or Town Ordinance.

#### **ARTICLE 30 - TRAINING**

Section 1: Each member of the bargaining unit will receive a minimum of twenty-five (25) hours of in-service or off-facilities training each year. An employee will receive regular, weekly compensation when training takes place during a scheduled shift.

Section 2: An employee approved or assigned to attend the State Firefighters Academy, or similar training lasting a week or more, shall receive his or her normal base pay while in attendance at the Academy.

Section 3: Any employee required to travel in a personal vehicle, to and from an off-site training program or school, will be reimbursed for travel mileage at the established Town rate in addition to meals, lodging and other related expenses. An employee shall submit receipts to his or her Fire Chief for approval of all claimed expenditures.

Section 4: When training schools, approved for attendance, are available to the Department, the Town shall post a notice of such school as soon as possible. Department members may express their interest in attending any appropriate training school. The Fire Chief shall select from the qualified applicants based on Department needs and evaluation of the relevance of the training offered. Upon proof of successful course completion, the Town will reimburse the cost of tuition and books for all pre-approved Fire Science classes at Eastern Maine Community College. If the employee is matriculated in an approved degree program related to their core job responsibilities, the Town will reimburse for pre-approved required non-Fire Science classes. Employees who matriculate in a Fire Science or related degree program at an accredited institution of higher learning may, with pre-approval from the Town and upon proof of successful course completion, be reimbursed the costs of tuition and books up to the amount that would have been charged at Eastern Maine Community College.

Section 5: Mandatory training, not during a regular shift, shall be posted ten (10) business days in advance. This shall not apply to skill maintenance training under the Contract Article 28, Section 9.

Section 6: It is the goal of the Town to have highly trained professional firefighters. In order to achieve that goal, the Town shall make available sufficient funds to permit at least one (1) employee per year to attend the State Firefighter's Academy. Employees wishing to attend the Academy shall submit a written request to the Department Head. The Town shall decide whether, in any year, any employee will be approved to attend the Academy, based on school availability and department operations, and shall select the employee(s) to attend.

Section 7: Any employee who obtains an Associate Degree or Bachelor Degree shall receive an additional hourly wage stipend as described in "Attachment A" of this Agreement.

Individuals are not eligible to receive both stipends.

Section 8: Employees covered by this agreement shall maintain firefighter and emergency medical/first aid certifications in good standing. To enhance education and training, the Town agrees to pay the cost of tuition, with prior approval of the Fire Chief, for any covered employees wishing to receive, or needing to maintain certification and/or licensing in the following programs(or equivalent if terminology changes during the contract term): Basic Life Support (BLS); Advanced Cardiac Life Support (ACLS); Pediatric Advanced Life Support (PALS); Pediatric Education for Prehospital Providers (PEPP); Prehospital Trauma Life Support (PHTLS); State of Maine Licensure for EMT, EMTI, EMTP. The Town may from time to time add or delete programs based on the needs of the Town. All classes are offered on a regular basis by the Town during regularly scheduled working hours; accordingly, should an employee be absent during said classes, for whatever reason, the employee will be responsible for attending alternate classes, as required. An employee will not be paid to attend alternate classes held outside of his regularly scheduled working hours, except in instances of extenuating circumstances, to be reviewed and determined by the Chief.

Section 9: For skill maintenance purposes, all licensed EMS employees must have a minimum of twelve patient contacts per year, excluding serving only as the driver of the ambulance. The employee shall be responsible for documenting such skill maintenance training, with the medic confirming.

Section 10: In the event that the Town requires an employee to obtain licensure through the State of Maine as a Paramedic as a condition of employment and with the approval of the Fire Chief, the Town will pay for course tuition and regular wages for class time. Upon successfully obtaining the Paramedic License, the Town will compensate the employee a total of

\$5,000 which would be paid through regular payroll in regular increments totaling \$1,000 per year over a five-year period. If the employee leaves the Town employment within this payment period, the employee would forfeit any remaining compensation.

### **ARTICLE 31 – PROMOTIONS**

*During contract negotiations, the parties agreed to refer this article to the labor-management process for further discussion and, if mutual agreement is reached during the contract term, will consider revision to the article through a side agreement.*

Section 1: Eligible employees shall be afforded the opportunity to apply for promotion. The promotional process will be governed by adopted departmental policy and, ultimately, at the discretion of the Fire Chief; however, will always be based upon skills, ability, and experience. Unless otherwise decided by the Fire Chief, promotions will be offered through the ranks. In order to be considered for promotion an employee must:

- a) Have served a minimum of three years departmental service;
- b) Be in good standing;
- c) Hold and maintain valid Paramedic Licensure (as required by the State of Maine); and
- d) Not be in probationary status (including promotional probation).

### **ARTICLE 32 - SWAP TIME**

Swap time shall be permitted within the Department, by the Fire Chief's approval. Notice shall be given twenty-four (24) hours in advance to the Fire Chief. Such approval by the Fire Chief shall not be arbitrarily denied. Swap time shall not affect overtime pay.

### **ARTICLE 33 - HYDRANTS**

The accessibility of hydrants is necessary for responsive firefighting. As part of fire department duties, on duty personnel will be assigned to shovel hydrants.

## **ARTICLE 34 - REIMBURSEMENT FOR PERSONAL EFFECTS**

Employees shall be reimbursed for the cost of replacing personal effects required in performance of assigned duties if those personal effects are damaged or destroyed as a direct result of the performance of duty.

Satisfactory evidence of such damage or destruction shall be reported to the Chief within twenty-four (24) hours of actual knowledge of the loss.

## **ARTICLE 35 - MAINTENANCE OF STANDARDS**

Section 1: General working conditions, not specified in this Agreement, shall be maintained for covered employees at a level not less favorable than those existing on the date of the execution of this agreement. Any violation of this section shall be subject to the Grievance Procedure.

Section 2: The Town agrees not to subcontract work performed by employees in the bargaining unit when the effect thereof would result in layoff of such employees.

Section 3: This article shall not block the Town's establishment of work rules.

## **ARTICLE 36 - OUTSIDE EMPLOYMENT**

Section 1: Employees shall not engage in outside employment which may, in any way, hinder their performance of their public duties.

Section 2: Outside employment shall not be acceptable if any of the following conditions apply or develop:

- a. Where secondary employment would involve the employee's appearance in a Town uniform or involve the use of Town equipment or create a conflict of interest with the employee's municipal position;
- b. Where secondary employment has an adverse effect on the employee's sick leave record;

c. Where secondary employment impairs the employee's ability to discharge the duties and responsibilities of their Town job.

Section 3: All Town employees may be subject to call at any time for emergencies.

Section 4: Employees working outside for another EMS service shall have permission of the Fire Chief. Prior to granting permission, the Chief may seek assurance that the other service has sufficient insurance, as well as other procedural safeguards to relieve the Town from additional liability.

#### **ARTICLE 37 - SEPARABILITY OR SAVINGS CLAUSE**

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

#### **ARTICLE 38 - NO STRIKE CLAUSE**

During the term of the Agreement, the Union shall not encourage, participate in, support or condone any strike or slowdown directed towards the Town. The Town shall not lockout any employees. Should the Town notify the Union that it believes there is a strike or slowdown in violation of this Agreement; the Union will notify its members to cease and desist any such action and to return to work.

#### **ARTICLE 39 – IMPLEMENTATION**

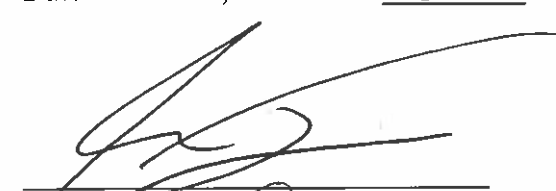
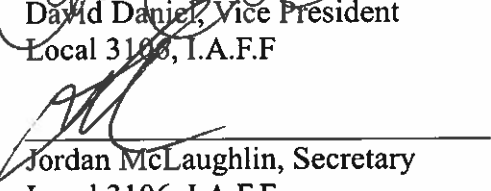

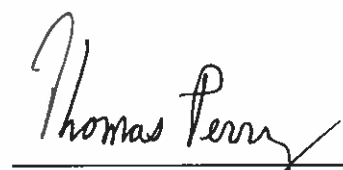
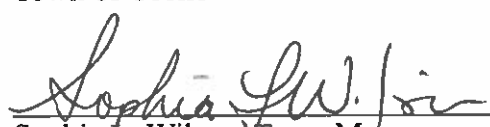
Parties to this Agreement recognize that the implementation of a new workweek schedule for the third (3<sup>rd</sup>) year of this agreement represents a significant shift in departmental operation and expectations. The parties agree to work through the established Labor/Management process to address necessary changes in policy.

## ARTICLE 40 – DURATION

Section 1: This Agreement shall be effective July 1, 2022 and continue in full force and effect until midnight June 30, 2024. The execution of this Agreement shall serve as the required one-hundred twenty (120) days notice to negotiate a successor Collective Bargaining Agreement in accordance with Title 26 M.R.S.A.

Section 2: The parties have hereby caused their names to be subscribed by their duly authorized representatives as of the day and year written below.

Dated at Orono, Maine this 30<sup>th</sup> day of June, 2022.

  
\_\_\_\_\_  
Aaron Jellison, President  
Local 3106, I.A.F.F.  
\_\_\_\_\_  
David Daniel, Vice President  
Local 3106, I.A.F.F.  
\_\_\_\_\_  
Jordan McLaughlin, Secretary  
Local 3106, I.A.F.F.  
\_\_\_\_\_  
Brian Glidden, Treasurer  
Local 3106, I.A.F.F.  
\_\_\_\_\_  
Thomas Perry, Council Chair  
Town of Orono  
\_\_\_\_\_  
Sophia L. Wilson, Town Manager  
Town of Orono



## ATTACHMENT A – WAGE SCALE

### I. — Wage Scales

	<u>FY2023</u>	<u>FY2024</u>
<b>Firefighter</b>		
1	<u>\$19.27</u>	<u>\$20.62</u>
2	<u>\$21.44</u>	<u>\$22.95</u>
3	<u>\$22.91</u>	<u>\$24.52</u>
4	<u>\$24.07</u>	<u>\$25.76</u>
<b>Lieutenant</b>		
1	<u>\$24.29</u>	<u>\$25.99</u>
2	<u>\$25.95</u>	<u>\$27.77</u>
<b>Captain</b>		
1	<u>\$26.45</u>	<u>\$28.30</u>
2	<u>\$29.15</u>	<u>\$31.19</u>

II. Longevity Stipend: The following longevity stipends will be awarded and added to the base wage:

- After ten (10) years of service, \$0.10/hour; or
- After twenty (20) years of service, \$0.20/hour.

These are not cumulative awards, meaning that an employee would receive either the ten (10) or the twenty (20) year stipend, but not both.

I. Other hourly stipends:

a. Education

- i. Fire Tech Certificate - \$0.20/hour; if a member received the Certificate prior to July 1 2022 or

ii. Associate Degree - \$0.50/hour.

iii. Bachelor's Degree - \$1.00/hour.

These are not cumulative, meaning that an employee would either receive one or the other but not both stipends.

b. Professional Licensure

i. EMT-I - \$0.60/hour; or

ii. EMT – P - \$1.75/hour.

These are not cumulative, meaning that an employee would either receive one or the other but not both stipends.