

Fire/EMS Contract



For the period 7/1/2021 – 6/30/2024

Index

Article 1 – Preamble.....	4
Article 2 – Recognition.....	4
Article 3 – Working Hours.....	4
Article 4 – Overtime.....	5
Article 5 – Court Time.....	6
Article 6 – Training.....	6
Article 7 – Staff Meetings.....	7
Article 8 – Uniform and Clothing.....	7
Article 9 – Medical Insurance.....	8
Article 10 – Retirement.....	9
Article 11 – Retirement Health Savings Account.....	10
Article 12 – Sick Leave.....	11
Article 13 – Personal Time / Earned Paid Leave.....	12
Article 14 – Bereavement Leave.....	12
Article 15 – Leave of Absence.....	12
Article 16 – Deployments.....	13
Article 17 – Vacations.....	13
Article 18 – Special Duty.....	14
Article 19 – Union Negotiating Committee.....	15
Article 20 – Grievance Procedure.....	15
Article 21 – Wages	16
Article 22 – Promotions.....	17
Article 23 – Work Rules.....	17

Article 24 – Management Rights.....17

Article 25 – Dues Deduction.....17

Article 26 – Injuries on Duty.....18

Article 27 – Educational Incentive Plan.....19

Article 28 – Paramedic Licensure Incentive Plan.....19

Article 29 – Physical Fitness for Duty.....20

Article 30 – Probationary Employees.....20

Article 31 – Seniority.....20

Article 32 – Station & Shift Assignments.....21

Article 33 – Members Rights.....21

Article 34 – Separability.....21

Article 35 – Duration of Agreement.....22

Appendix A – Wage Scale.....23

Appendix B – Physical Fitness Assessment.....24

Appendix C – Overtime Shift Filling Procedure.....25

Appendix D – American Rescue Plan Act Premium Pay.....33

Fire / EMS
CONTRACT AGREEMENT
Eighth Contract for the Period Covering
July 1, 2021 through June 30, 2024

ARTICLE 1 – PREAMBLE:

1.1 THIS AGREEMENT, made and entered into this 30th day of June, 2021 between the TOWN OF SCARBOROUGH, MAINE (Hereinafter “Town”), and the SCARBOROUGH PROFESSIONAL FIREFIGHTERS ASSOCIATION, I.A.F.F. Local #3894 (hereinafter “SPFA”), pursuant to the provision of Chapter 9-A Revised Statutes of Maine Title 26, as enacted by the Maine Legislature in 1969, entitled “An Act Establishing the Municipal Public Employees Labor Relations Law” as amended.

The parties mutually agree as follows:

ARTICLE 2 – RECOGNITION:

2.1 The Town recognizes the SPFA as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours and working conditions for all full-time uniformed employees up to and including the ranks of Captain, Lieutenant, and Acting Lieutenant, employed by the Town of Scarborough Fire Department who are public employees.

ARTICLE 3 – WORKING HOURS:

3.1 The work week shall be an average of 42 hours per week over an eight-week period. The tour of duty (on-duty shift) shall consist of a twenty-four-hour continuous time period beginning at 8:00 a.m. and ending at 8:00 a.m. the following day. The established regular work period is 8 consecutive days as described by the following: Twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty, followed by twenty-four (24) hours on duty, followed by ninety-six (96) hours off duty.

3.2 Both parties recognize the need for schedules that meet operational needs while minimizing risks due to personnel fatigue. Therefore, members of the bargaining unit shall not voluntarily work more than sixty (60) consecutive hours when filling shifts without a minimum 12 hour off-duty rest period. Consecutive hours worked includes regularly scheduled duty shifts, overtime shifts including duty coverage for members attending training, and swapped shifts between members. The Duty Officer may authorize a member to voluntary work additional consecutive hours during declared states of emergency.

3.3 During the implementation of new positions as outlined in the department’s staffing plan, the Fire Chief may create new positions with a work schedule of four twelve hour days from 0800 – 2000 hrs. followed by four days off for the purpose of staffing multiple stations or apparatus during a single budget year. Whenever possible, any newly hired employees will fill these

positions. These positions will be converted to the work hours noted in section 3.1 as soon as additional staffing allows for 24-hour coverage.

3.4 Full-time personnel, who are qualified on the apparatus, will be allowed to work per-diem shifts as outlined in this section. Participation in this program is voluntary.

3.4.1 Personnel will be allowed to be scheduled for up to 12 hours in any pay week.

3.4.2 Personnel will be paid at straight time at their full-time rate of pay for hours up to 61 hours in the established 8-day work period. Hours in excess of 61 in the established 8-day work period require pre-approval with the exception of being held over for emergency incidents. Work hours in excess of 61 in the established 8-day work period are required to be paid at the employee's overtime rate.

3.4.3 In the event a full-time employee is moved from a per-diem shift in order to fill an open full-time shift, the employee's rate of pay will be subject to the provisions of Article 4. This will not be considered a forced overtime situation and as such will not create a change to the forced overtime list rotation.

3.4.4 If an employee cannot find coverage for a per-diem shift they have accepted they must work the shift unless they are ill, injured, or have a legitimate family emergency. It is the employee's responsibility to notify the Duty Officer immediately when they cannot fill their shift because of one of those reasons, and in those cases the employee will not be held responsible for covering the shift. Depending on the situation a note from a medical provider may be required upon the employee's return to work. Failure to fill their assigned per diem shift due to voluntary overtime will not be an acceptable reason for failing to cover their shift. Failure to cover an accepted shift may result in disciplinary action.

3.5 Employees who work on days when the time changes from Daylight Savings to Standard Time or vice versa will be compensated at their normal base weekly wage regardless of the hours worked on that shift.

ARTICLE 4 – OVERTIME:

4.1 Hours worked in excess of those set forth in section 3.1 above shall be paid at the rate of one and one-half (1½) times the base hourly rate, with the exception of per-diem work as outlined in section 3.4. For purposes of this section, hours worked shall include sick leave, vacation, and bereavement leave. Nothing in this Agreement shall prevent the Town from hiring personnel in order to reduce overtime.

4.2 There shall be no pyramiding or duplication of compensation by reason of overtime or other premium pay provision of this Agreement. If the employee comes to work on his/her scheduled day, he/she would simply work the shift (either their own or another slot on the same shift) and cancel their scheduled time off.

4.3 Hours worked on Thanksgiving Day from 0800 hrs. – 0800 hrs. the next day, and on Christmas Eve from 2000 hrs. – December 26th at 0800 hrs. shall be paid at the rate of one and one-half (1½) times the base hourly rate. Employees who are not regularly scheduled to work during these holiday premium times, but who voluntarily cover a shift will be compensated at double time.

4.4 If a forced overtime occurs during Thanksgiving Day, Christmas Day, New Year's or Fourth of July the forced hours will be compensated at double time. The hours compensated at double time for Christmas and Thanksgiving will be as described in section 4.3. the hours compensated at double time for the New Year and Fourth of July shall be from 0800-2000 hrs.

4.5 In the event an on-duty employee is forced to remain on-duty, or return for a day or night shift within the following 24-hours, they will be compensated at double time.

ARTICLE 5 – COURT TIME:

5.1 In the event that a member of the bargaining group is called in for a court appearance required by the Town, he/she shall be compensated a minimum of three (3) hours pay at one and one-half (1½) times the regular rate. All payments received from the court shall be remitted directly to the Town upon receipt.

ARTICLE 6 – TRAINING:

6.1 The Town of Scarborough requires all members of the bargaining unit to maintain their highest achieved level of EMS licensure and Hazardous Materials Certification.

6.2 Time, outside of normal working hours, when a member of the bargaining unit attends approved training classes, shall be considered hours worked for the purposes of pay, and shall be paid at the rate of one and one-half (1½) times the regular rate.

6.3 The Town of Scarborough agrees to cover the costs of tuition and books required for members of the SPFA to complete training in ACLS, PALS, and a trauma related education class approved by the Fire Chief providing the employee successfully passes the course. In the event the employee does not pass the course, all costs of tuition and books will be reimbursed to the Town.

6.4 Mandatory classes for Paramedics include those classes required to maintain ACLS and PALS. Mandatory classes for all employees include State and Federally mandated courses or training sessions that may or may not be required on a recurring basis. Some of these requirements are annual, others are bi-annual. At the beginning of each training (fiscal) year the Fire Chief will publish the Mandatory Class list for the upcoming year.

6.5 Each member of the SPFA shall have an allotment of hours annually to complete their mandatory classes. Mandatory classes offered by the Scarborough Fire Department should be taken while the employee is on duty. SPFA members are encouraged to take mandatory classes, not offered by the department, on days when they are not scheduled to work. If an employee's

shift needs to be covered because of a mandatory training session those coverage hours will be deducted from the employee's allotment of training hours.

- 6.5.1 Members who maintain their Instructor Coordinator (IC) license will be eligible for an additional eight training hours per year to maintain the IC license as long as they agree to assist in teaching in-house EMS training classes for the Department.
- 6.5.2 Full-time officers are eligible for an additional ten training hours of professional development per year.
- 6.5.3 Acting Lieutenants that routinely work in that role will be eligible for an additional five hours of professional development training hours per year.
- 6.5.2 The allotment of training hours is as follows:

EMT-B	48
EMT-A	48
EMT-P	53
IC	8
Officers	10
Acting Lts.	5
Peer Support	8

6.6 Members who have completed their mandatory classes may use any remaining hours in their annual training hour allotment to take elective classes. All elective training that incurs a cost must be requested and approved by a Chief Officer in advance. Time, outside of normal working hours, which a member of the bargaining unit is in attendance at approved elective training classes shall be considered hours worked for the purposes of pay and shall be paid at the rate of one and one-half (1½) times the employee's regular rate.

6.7 Any SPFA member attending a training class or course shall not lose training time provided that funding is secured to reimburse the town for the employee's time and/or coverage.

6.8 When either partial or complete twenty-four (24) hour shifts are requested off for training, as much advance notice as possible must be given. If less than two weeks' notice is given, then the request shall only be honored contingent upon the availability of the scheduling officer or their designee to confirm adequate coverage.

ARTICLE 7 – STAFF MEETINGS:

7.1 Periodic staff meetings will be scheduled with the Captains who will in turn disseminate that information to the platoon they are responsible for while on duty. Occasionally a staff meeting may be necessary involving all members of the unit. Time and one half (1½) will be earned by all members of the association who are requested to attend a staff meeting while not on duty. The employees will be compensated for time actually spent for the staff meeting.

ARTICLE 8 – UNIFORM AND CELL PHONE ALLOWANCE:

8.1 All bargaining unit employees are expected to maintain a neat, professional appearance while on duty. Employees shall maintain their uniforms in good condition, keeping them clean and

in good repair at all times. As such, the Town agrees to provide each member of the bargaining unit with the following:

- 8.1.1 Upon initial Hire the town will issue the following uniform items:
 - 3 - Uniform shirts. Members may choose (either Class B or polo style, short or long sleeve or any combination). Members must maintain at least one (1) Class B shirt.
 - 3 - pairs dark blue uniform pants.
 - 3 - T-shirts.
 - 1 - uniform job shirt
 - 1 - pair uniform shoes or boots
 - 1 – 3-season jacket
 - 1 – uniform badge
 - 1 – set of collar brass
- 8.1.2 Personnel who do not satisfactorily complete the probationary period shall return all clothing and accessories issued upon termination.
- 8.1.3 Class A dress uniforms will be issued to career employees upon successful completion of their probationary period.
- 8.1.4 The Town agrees to provide each member of the bargaining unit who has successfully completed probation, with a \$800.00 taxable uniform & cell phone use allowance for the purpose of buying, cleaning, and maintaining their uniforms and for the occasional use of their personal cell phone, payable annually on July 1st.
- 8.1.5 Employees are expected, and are personally responsible to, maintain and have in their possession the following minimum uniform items:
 - 2 - pairs of dark blue uniform pants
 - 2 - collared uniform shirts
 - 1 - Appropriate black uniform shoes
 - 1 - Appropriate black uniform belt
- 8.1.6 The town agrees to replace any uniform items damaged or destroyed in the course of duty.

ARTICLE 9 – MEDICAL INSURANCE:

9.1 Members of the bargaining unit who elect to participate in the town’s health insurance benefit will enroll in the Maine Municipal Employee’s Health Trust Plan known as PPO-2500. The Town agrees to pay 80% of the cost of single coverage, and 50% of the difference of the cost of the two person or family plan.

The Town further agrees to establish a Health Reimbursement Arrangement (HRA) to fund the total cost of deductibles and coinsurance. Copayments remain the responsibility of the employee at the point of service. As part of that HRA the town will fund an HRA benefit card with \$1,000.00 each year of this agreement starting on 7/1/21 to be used towards the cost of co-payments for members participating in the health insurance plan. Those amounts will be prorated for new employees.

9.2 Members of the bargaining unit who are either currently covered or can be covered under other medical coverage can opt out of the Town of Scarborough's health insurance coverage and choose to receive an annual buy-out payment, (paid in weekly installments), equal to 25% of the town's savings. Proof of valid health coverage must be presented in order to be eligible for this option.

9.3 The Town agrees to provide a Flexible Spending Account (FSA) Plan for medical and dependent care expenses.

9.4 The Town agrees to pay 50% of the cost of a single subscriber's dental plan for each member of the bargaining unit. The plan shall be selected by the Town and the SPFA

ARTICLE 10 – RETIREMENT:

10.1 The Town agrees to maintain the International City Management Association (ICMA) Retirement Corporation 401 Money Purchase Plan with the Town matching no less than 6% of the employee contribution.

10.2 In place of the ICMA 401 Money Purchase Plan in section 10.1, the employee may choose a retirement plan with the Maine Public Employees Retirement System (MPERS) providing for two-thirds (2/3) pay after twenty-five (25) years of service with no minimum age requirement and annual cost of living adjustments. Employer and employee contributions are made to the MPERS plan in accordance with the requirements of the plan and state law.

10.2.1 Employees currently participating in the MPERS special plan 1C are exempt from the special plan 3C requirement in 10.2 and shall continue participating in the special plan 1C in accordance with the requirements of the plan and state law.

10.3 The Town will maintain an ICMA 457 Plan for the benefit of the members. Each employee must designate the level of their participation in the ICMA 457 plan for the next year when requested of all municipal employees.

10.4 The Town's total retirement and deferred compensation contributions per employee to the combination of the ICMA 401 and the ICMA 457 plan shall not exceed 10%. Employees in a MPERS plan may contribute to the ICMA 457 plan with no matching Town contributions and in accordance with the plan policy.

10.5 Upon retirement members will have the option to continue their Medical, Dental and Vision Insurance coverage as described in Article 9, with the member paying the full monthly premium as set forth by the Maine Municipal Health Trust rules noted below.

When an employee retires from active employment, there are two ways he/she may qualify as a retiree and continue his/her health coverage through the Health Trust. To qualify as a retiree under the Health Trust, the former employee must:

- 1. Be receiving (or have received) retirement benefits, other than Social Security benefits, from his/her current employer's retirement plan, and the employer must*

be participating in the Maine Municipal Employees Health Trust on the date of retirement; or

2. *If the employer has no sponsored retirement plan or the employee has waived his/her rights to participate in the employer sponsored retirement plan, the employee must have been employed by, or have been an elected or appointed official of, the participating employer for at least five (5) consecutive years immediately prior to retirement and be at least 55 years of age on the date of retirement.*

In both of the above cases the “retiree” must have been an active participant in the Maine Municipal Employees Health Trust immediately prior to his/her retirement.

10.5.1 For the purposes of this section “Retirement” means separation with a minimum of 20 years of actual service with the Scarborough Fire Department.

10.5.2 Members are responsible for payment of 100% of the premium costs. Failure to pay the premiums within 30 days of the due date may result in cancellation of enrollment in that plan.

ARTICLE 11 – RETIREMENT HEALTH SAVINGS ACCOUNT:

11.1 The Town agrees to create a Retirement Health Savings Account (RHSA) for members of the collective bargaining unit. The RHSA will contain the following provisions:

11.1.1 A participant in the RHSA shall contribute pre-tax dollars, via payroll deduction, to the account, under the current plan provisions.

11.1.2 Employees shall not be eligible to participate in the RHSA until they have successfully completed their probationary period.

11.1.3 The following shall be deposited into RHSA:

11.1.3.1 Personal Time Contribution – At the end of the fiscal year all unused personal time hours shall be deposited into RHSA.

11.1.3.2 Sick Leave Accrual Contribution – Participants with seven-hundred and twenty (720) or more accrued sick hours at the end of the fiscal year shall have any hours over 720 deposited into RHSA with a cap of 50 hours per year.

11.1.3.3 Sick Leave Accrual Contribution Upon Separation – Employees at separation shall have 50% of all compensable sick hours deposited into RHSA.

11.1.3.4 The Town agrees to a weekly deposit of 0.5% of base wages into each participants RHS account.

11.1.3.5 Effective 7/1/21 employee’s weekly contribution of gross wages to their RHS account through payroll deduction will be as follows, based on years of service:

Years 1-5 – 0.5%

Years 6-10 – 1.0%

Years 11-15 – 1.5%

Years 16 plus – 2.0%

11.1.4 A participant in the RHSA may withdraw funds for medical expenses in accordance with the benefit plan policy and federal regulations. Should there be a difference between this summary and the plan policy, the governing document will be the benefit plan policy.

ARTICLE 12 – SICK LEAVE:

12.1 All full-time employees shall be entitled to sick leave with pay at the rate of 12 hours per month commencing with the date of initial employment. Sick leave is defined as leave granted only for personal illness or non-work related bodily injury to the employee or the employee's immediate family member. A maximum of 1,009.20 hours of sick leave shall be accrued and carried forward from one calendar year to the next.

12.2 A doctor's note may be required when an employee has been out of work for more than two consecutive shifts or when requested by the Fire Chief to determine fitness for duty. False or fraudulent use of sick leave shall be cause for disciplinary action.

12.3 Under normal circumstances an employee shall report all absences to his/her supervisor prior to the start of his/her regularly scheduled day. Failure to report within this period may be considered justification for disallowing sick leave for that day.

12.4 In the event a close contact/exposure at work is required to quarantine or required to remain out of work as the result of local, state or federal health mandates or guidance, any assigned shifts lost, will be covered by the Town. Employees will be paid their regular rate, for any lost time with no loss of sick time accruals so long as the employee was following all Federal, State and local guidelines at the time of the contact/exposure.

12.5 Unless otherwise specified by the supervisor, employees shall be expected to call on each day of absence. When the nature of the absence indicates an extended period of time away from work, longer intervals of reporting may be established by the supervisor.

12.6 Immediate family is defined to mean spouses, domestic partners (as defined by Maine insurance code under State of Maine Statutes), children, parents, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, stepfather, stepmother, stepchildren or other relative if living in the same household as the employee.

12.7 Payment of Unused Sick Leave – Upon retirement or separation in “good standing”, the equivalent of one-third (1/3) of the accumulated, unused sick leave shall be paid to an employee, who has completed 5 years of service, subject to a maximum payment of 336.40 hours, one-half (½) after 10 years, subject to a maximum of 504.60 hours, three-quarters (¾) after 15 years, subject to a maximum of 756.90 hours, and 100% after 20 years to a maximum of 1,009.20 hours. Payment will not be made prior to the employee completing his/her last day of work, but will be paid within two (2) weeks of the separation date. In the event of the death of an employee, his/her designated beneficiary shall receive the above payment for unused sick leave. A member's estate shall receive 100% of accrued sick leave for a qualified line of duty death.

12.8 “Good standing” shall mean a written, fourteen (14) day notice to the Town in advance of the employee’s last actual day worked, in the case of a proper resignation, valid retirement, or separation of the employee from the Town service for other than cause.

12.9 Any absence from duty for which sick leave is paid, or for official leaves of absence, shall not constitute a break in the service record.

ARTICLE 13 – PERSONAL TIME / EARNED PAID LEAVE

13.1 Each employee will be entitled to forty (40) hours of personal time per year. Up to 24 hours of this time will be deducted from accrued sick leave. The remaining hours will be deducted from any available accrued vacation time.

13.2 Personal time is designed for any type of time off as needed, not exclusive of vacation. This provision is intended to satisfy the requirements of the Maine Earned Paid Leave Law. If the 24 hours of personal time from their sick accrual is used with less than two weeks’ notice the forced overtime provision will be used to fill the vacancy. The remaining up to 16 hours of vacation time must be requested with at least two-weeks’ notice to avoid forced overtime.

ARTICLE 14 – BEREAVEMENT LEAVE:

14.1 Each member of the bargaining unit shall have 48 hours off, with pay, in the event of death of a spouse, domestic partner (as defined by the Maine Municipal Employees Health Trust), child or parent, and up to 24 hours off, with pay, in the event of the death of a member of the immediate family. For the purposes of this section immediate family is defined to mean brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, stepfather, stepmother, or other relative if living in the same household as the employee. The Fire Chief may grant leave in the event of the death of other members of the family at his/her discretion.

ARTICLE 15 – LEAVE OF ABSENCE:

15.1 As provided under state and federal law, Family Medical Leave (FML) which provides position and benefit preservation for a period of 12 calendar weeks within a 12 month period shall be granted to all eligible employees. Upon expiration of FML, if further leave is medically necessary, such leave may be requested. Upon receipt of necessary medical certification of such leave, an additional period of six weeks shall be granted as an extension of FML.

15.2 In addition, in cases of injury, illness, or childbirth to the employee or family member as defined in Article 12.7, a full-time member of the bargaining union may request a personal leave of absence without pay and without the accrual of sick, vacation, and other accrual time. Such leave of absence without pay shall not exceed 24 weeks in length per instance.

15.2.1 The Town may request documentation of necessary medical certification for such leave.

15.2.2 A request for leave without pay will be administered on a case by case basis, and will not be unreasonably withheld.

- 15.2.3 An unpaid leave of absence may not be used to cover repeated tardiness nor when an employee has a documented history of abuse of this section.
- 15.2.4 During an unpaid leave of absence, all benefit coverage will continue on the same terms as during active employment, with the Town and the employee each paying the customary share of premiums. If applicable, the employee is responsible for making arrangements for the payment of the employee portion of any premiums that are not fully covered by a Town contribution. Failure to pay the employee portion of the premiums within 30 days of the due date may result in cancellation of enrollment in that plan.

ARTICLE 16 – DEPLOYMENT:

16.1 Requests for deployment to catastrophic regional or national incidents and/or disasters will be authorized according to a mutually agreed upon policy approved by the Fire Chief and in accordance with State and Federal USERRA regulations governing certain deployments.

ARTICLE 17 - VACATIONS:

17.1 Vacation privileges are available to full-time employees. Full-time employees shall be defined as those employees who are scheduled for an average of 42 hours per week, fifty-two weeks per year, and are appointed for a term greater than six months. Each employee in this category will earn vacation with pay on the following basis:

- 17.1.1 All full-time members of the bargaining unit shall earn 109.33 hours of vacation time annually in lieu of thirteen holidays.
- 17.1.2 One (1) work day (8.41 hours) shall be earned for each complete full month of service during the first through fifth year.
- 17.1.3 One and one quarter (1¼) work days (10.51 hours) shall be earned for each completed full month of service during the sixth through tenth years of service.
- 17.1.4 One and one half (1½) work days (12.62 hours) shall be earned for each completed full month of service during the eleventh through fifteenth years of service.
- 17.1.5 One and three-fourths (1 ¾) work days (14.72 hours) shall be earned for each completed full month of service during the sixteenth through the twentieth years of service.
- 17.1.6 After twenty (20) years of service, two (2) work days, (16.82) hours, for each completed full month of service shall be earned.
- 17.1.7 Vacations may only be taken after 120 days of service, unless approved by the Fire Chief.
- 17.1.8 Employees may be entitled to receive compensation for up to half (1/2) of the annual accrued vacation time earned during the fiscal year upon approval of the Town Manager. That amount shall not exceed the remaining balance in an employee's vacation accrual account.
- 17.1.9 Employees with less than fifteen (15) years of service shall be entitled to accumulate thirty-two (32) work days (269.12 hours) of vacation.
- 17.1.10 Employees with fifteen (15) years or more of service shall be entitled to accumulate forty-two (42) work days (353.22 hours) of vacation.

- 17.1.11 Annual vacation accruals, as described above shall be calculated and available for use July 1st of each year.
- 17.1.12 Actual (pro-rated) accrued vacation leave shall be paid to employees in good standing upon their separation from the service, or to their beneficiary or estate upon their death.
- 17.1.13 Upon separation any vacation time used above actual accrual will be reconciled during final compensation calculations.

17.2 Vacation time will be used at the convenience of the Town.

17.3 The filling of open shifts shall be done according to the Overtime Shift Filling Procedure included in this document as Appendix C.

ARTICLE 18 – SPECIAL DUTY:

18.1 Special Duty Assignments are defined as one of two types.

18.1.1 Municipal Special Duty assignments - when an additional unit and/or manpower is requested by the Fire Chief for, training, mutual aid, or other coverage that does not involve reimbursement of the department's costs.

18.1.1.1 Municipal Special Duty assignments shall be paid at the employee's overtime rate.

18.1.1.2 Staffing of Municipal Special Duty assignments will be with a crew of one paramedic and one EMT unless otherwise authorized by the Fire Chief.

18.1.2 Outside Special Duty assignments – when an additional unit and/or manpower is requested or required for community events, athletic events, plays, shows, and other scheduled details where the department is able to seek reimbursement of its costs.

18.1.1.2 Outside Special Duty assignments shall be paid at the employee's double time rate.

18.1.1.2 Staffing of Outside Special Duty assignments and EMS license levels will be determined by the Fire Chief based on the specific event.

18.2 Members of bargaining group will be given first opportunity to cover Special Duty assignments through the voluntary overtime process. If voluntary coverage is not attained the detail may be filled with per-diem coverage. If no voluntary per-diem coverage is attained the forced overtime provision of the contract will take effect.

18.2.1 If the detail is cancelled with less than 24 hours' notice the employee(s) will have the option to cancel or report to work for the scheduled time of the assignment.

18.2.2 If less than 7-days' notice for an Outside Special Duty Assignment is provided, coverage shall be contingent on voluntary coverage the Forced Overtime provision will not apply. This does not apply to Municipal Special Duty assignments.

18.2.3 The minimum duration of all Special Duty assignments will be two (2) hours.

ARTICLE 19 – UNION NEGOTIATING COMMITTEE:

19.1 Members of the SPFA Negotiating Committee, who are certified as such in writing to the Town Manager, shall be allowed time off, without loss of benefits, to represent the Association in collective bargaining with the Town at meetings mutually scheduled by the Town and the Association.

ARTICLE 20 – GRIEVANCE PROCEDURE:

20.1 Grievances, which for the purposes of this AGREEMENT, shall be defined as disputes with respect to the interpretation or application of the specific terms of this AGREEMENT, and or the Town’s Personnel Ordinance (Chapter 303) shall be processed in the following manner:

20.1.1 A member of the bargaining unit who believes he/she has a grievance shall first present the grievance, in writing, within twenty (20) calendar days of its occurrence, to his/her immediate supervisor or department head. A reasonable effort shall be made to resolve the grievance, informally, within seven (7) working days.

20.1.2 If the member of the unit is not satisfied with the decision rendered above, the SPFA shall reduce the grievance to writing and submit it to the Fire Chief within five (5) working days of the decision above. The written grievance shall contain: (a) a concise statement of the events allegedly giving rise to the grievance, (b) the specific section of this AGREEMENT alleged to be violated, (c) all evidence available in support of the claimed grievance, and (d) a statement as to when the grievance arose, became known or should have become known to the member of the unit. A written determination with respect to the grievance shall be made by the Fire Chief within five (5) working days.

20.1.3 If the decision of the Fire Chief is not satisfactory to the member of the unit, the SPFA may appeal the grievance to the Town Manager, in writing, within three (3) working days. The Town Manager shall render his/her decision in writing to the member of the unit and the SPFA within seven (7) working days of the date the grievance is received.

20.1.4 In the event that the determination of the Town Manager is not acceptable to the SPFA, it may, within five (5) working days after the date of that determination or the date the determination is due, request that the matter be submitted to arbitration by notifying the Town Manager in writing by certified or registered mail-return receipt requested, or by hand delivery with written acknowledgment of receipt. Provided, however, that discharges shall be reviewed pursuant to section 20.3 below.

20.1.4.1 The arbitrator shall be selected by the Town Manager and the SPFA within ten (10) working days after the notice has been received. If the parties fail to agree upon an arbitrator, either may request the Maine Labor Relations Board to provide an arbitrator in accordance with its rules.

- 20.1.4.2 The decision of the arbitrator shall be final and binding with regard to the dispute and consistent with applicable law and this Agreement. The arbitrator shall not have the authority to amend or modify, or establish new terms or conditions with respect to this Agreement. Wherever possible, the arbitrator shall render the decision within thirty (30) calendar days after the conclusion of the hearing and any final written or oral argument.
- 20.1.4.3 All fees and expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and SPFA. However, each party shall be responsible for bearing the costs of preparing and presenting its own case and compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made; providing it pays for the record.

20.2 Grievances not processed within the time periods provided by this Article shall be deemed waived.

20.3 Nothing in this Article shall be construed to mean that any member of the bargaining unit shall automatically be supported by, reimbursed by, or have a grievance presented by the SPFA, without prior approval in writing of the SPFA Grievance Committee.

ARTICLE 21 – WAGES:

21.1 For the purpose of determining salary only, management may award newly hired employees up to 5 years of experience on the wage scale based on their full-time employment history. This shall be for the purpose of determining salary only, and shall not be construed as to affect their level of seniority. Seniority shall be determined as outlined in Article 31 of this contract.

21.2 A summary of the wage scale over the life of this contract is included in Appendix A. It includes the following provisions:

- 21.2.1 Base pay, years of service step adjustments, and stipends shall be implemented on 1/1/22 in year 1 of the contract, then 7/1 of each subsequent contract year for all current members regardless of hire or anniversary date. New employees hired after July 1, but before December 31, of each year will be eligible to receive their next step increase the following July 1. Employees hired between January 1 and June 30 will be eligible to receive a COLA (if applicable) on July 1 but will not be eligible for a step increase until the following July 1.
- 21.2.2 Elimination of the various wage scales in prior contracts that were based on EMS licensure, rank, and multi-year step increases.
- 21.2.3 Creation of a new single base wage scale based on EMS licensure at the A-EMT level with 1.25% step increases for each year of service.
- 21.2.4 Stipend differentials in addition to the base wage rate as outlined below:
 - 21.2.4.1 EMS licensure Differential:
 - Paramedic + 2.75/hr.
 - Basic EMT – 3.00/hr.

- 21.2.4.2 Officer Differential:
 - Captain + 4.00/hr.
 - Paramedic Lieutenant + 2.25/hr.
 - A-EMT Lieutenant + 1.75/hr.
- 21.2.4.3 Educational Degree Incentive (applicable only in years 2 & 3)
 - Associate Degree +0.25
 - Bachelor Degree + 0.35
 - Master Degree + .045

- 21.2.5 Year 1 base rates reflect a 0.50/hr. base pay adjustment across the scale
- 21.2.6 Year 2 base rates reflect a 0.25/hr. base pay adjustment across the scale
- 21.2.7 Year 3 base rates reflect a 0.25/hr. base pay adjustment across the scale
- 21.2.8 Cost of living adjustments (COLA) will be added to the base wage scale as outlined below. The COLA adjustment will be based on the Employer Cost Index (ECI) for State & Government employees within a range of 1% minimum and a cap of 4%:
 - 21.2.8.1 There is no COLA adjustment in Year 1 of the contract
 - 21.2.8.2 The COLA adjustment in Year 2 of the contract is effective on 10/1/2022
 - 21.2.8.3 The COLA adjustment in Year 3 of the contract is effective on 7/1/2023

21.3 It is agreed that for all items pertaining to wages and benefits that when changes are made on a specific date that they will be implemented as of the closest Sunday to that date so they encompass a full weekly pay period.

21.4 Officers and Acting Lieutenants (AL) shall be paid a \$2.00 hourly shift differential for out of rank coverage.

ARTICLE 22 – PROMOTIONS

22.1 Promotions shall be done according to a mutually agreed upon policy approved by the Fire Chief.

ARTICLE 23 – WORK RULES:

23.1 The Town reserves the right to establish reasonable work rules for all members of the bargaining unit, which may include procedures for discipline of members of the bargaining unit.

ARTICLE 24 – MANAGEMENT RIGHTS:

24.1 Except as may be specifically provided in this AGREEMENT, the determination and administration of policy for the Scarborough Fire Department, the operation of the Scarborough Fire Department, and the control, supervision and direction of all members of the bargaining unit are reserved to, and vested exclusively in, the Town.

ARTICLE 25 – DUES DEDUCTION:

25.1 The Town agrees to deduct money for SPFA dues from salaries of members of the bargaining unit upon receipt of individual written authorization from members of the bargaining

unit. The amounts to be deducted shall be certified to the Town by SPFA, and the aggregate authorized deductions of all employees shall be remitted to the SPFA by the fifteenth (15th) day of each month following the month in which the deductions were made. In the event that dues are increased, the SPFA shall notify the Town at least thirty (30) days prior to the effective date of the dues increase. The SPFA shall indemnify, defend, and hold the Town harmless against any claims made, and any suits against the Town on account of payroll deductions of said dues. The SPFA agrees to refund to the Town any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

ARTICLE 26 - INJURIES ON DUTY:

26.1 Employees who are covered by this AGREEMENT, and who sustain an accepted worker's compensation claim due to a workplace injury or illness, shall receive in addition to compensation paid or payable under the Worker's Compensation Act, an amount sufficient to bring them up to full salary while any incapacity exists, and until they are placed on disability retirement, reach Maximum Medical Improvement (MMI) as described below, or return to active duty, provided the firefighter was not acting in a negligent manner or in violation of any department rule. Absence because of such injuries shall not be charged to accumulated sick leave. The Town reserves the right to require an independent medical examination to determine the extent of incapacity and the Town reserves the right to require the employee to perform work for which he/she is physically qualified.

26.2 Injured employees shall return to work when it is medically determined that they can either return to their pre-injury position or participate in a temporary light duty assignment as outlined in 26.3 below. If employees remain unable to do their pre-injury occupation, their future employment status will be determined when they reach Maximum Medical Improvement (MMI). The applicable MMI evaluation shall be that agreed to by the employer and employee in the Worker's Compensation context, or, if parties disagree, the applicable MMI shall be that as determined by the Worker's Compensation Board. If the MMI evaluation determines that the employer will not be able to return to their pre-injury occupation, he or she may be subject to non-disciplinary termination. Nothing in this paragraph is intended to or shall diminish or abrogate the rights of employees pursuant to Maine Worker's Compensation Statute, Title 39-A MSRS.

26.3 Temporary light duty assignments are projects and activities that are physically or mentally less demanding than normal job duties. Temporary light duty assignments are intended for employees out of work and receiving Workers' Compensation benefits for a work-related and medically documented illness or injury that was sustained on the job. For an employee to be eligible for light duty assignments, the employee must have work restrictions with the expectation to return to unrestricted work. Assignment of light duty is not a right of employment. Temporary light duty assignments are limited in number and variety and may be changed or terminated at any time. Light duty assignments may be approved by the Fire chief under the following conditions:

26.3.1 The light duty assignment must be necessary and meaningful work. The Town will only approve light duty assignments that are in the best interest of the Town.

26.3.2 The light duty assignments will normally be scheduled on the employee's normal workdays or some other mutually agreed upon schedule on a case by case basis.

- 26.3.3 The Fire Chief will take the employee's skills and abilities into consideration when assigning light duty assignments.
- 26.3.4 Light duty will not extend beyond 90 calendar days, and may be terminated at less than 90 calendar days. Light duty will be approved and monitored in 30-day increments by the Fire Chief of his designee.
- 26.3.5 When there is a high expectation that the employee will be able to return to unrestricted job duties, light duty may be extended beyond 90 days.
- 26.3.6 An employee may not refuse a light duty assignment.
- 26.3.7 Assignments shall not affect an employee's pay classification, pay increases, promotions, retirement benefits, or other employee benefits.
- 26.3.8 If the employee can perform their regular job duties within the limitations established by a physician, the employee will return to their regular duties, and these provisions do not apply.
- 26.3.9 No specific position will be established for use as a temporary light duty assignment, nor shall any existing position be designated or utilized exclusively for personnel on temporary light duty.
- 26.3.10 Temporary light duty assignments do not establish a past practice.

ARTICLE 27 - EDUCATIONAL INCENTIVE PLAN:

27.1 To encourage professional development, the Town agrees to implement an educational incentive pay plan as set forth in this section. The Town will provide an additional hourly stipend for the award of a degree completed at an accredited institution of higher learning. For the purposes of receiving incentive pay, the Town will recognize accredited degrees in any academic field.

Associate Degree:	\$0.25/hr.
Bachelor Degree:	\$0.35/hr.
Master Degree:	\$0.45/hr.

ARTICLE 28 – PARAMEDIC LICENSURE INCENTIVE PLAN:

28.1 The Town agrees to pay 100% of the cost of tuition and books for one full-time employee covered by this AGREEMENT to attend a Paramedic course. This will be evaluated each fiscal year.

- 28.1.1 A member of the bargaining group enrolled in a department approved paramedic course may attend classes that fall on that members scheduled day, without using earned accruals.
 - 28.1.1.1 Paramedic courses are defined as those specifically required for the paramedic license, and do not include elective or other courses required for a degree program.
- 28.1.2 This language applies to scheduled paramedic class time only, and does not apply to clinical training rotations.
- 28.1.3 Members may choose to use any training or vacation time available to cover portions of any clinical rotations.
- 28.1.4 Time covered may include up to (1) one hour before and (1) hour after class.

- 28.1.5 Current employees who obtain an EMT-P license while employed will receive a \$2,000.00 bonus upon successful licensure, and an additional \$2,000.00 bonus upon completion of their 2nd and 3rd year of full-time employment as a paramedic.
- 28.1.6 New employees hired after 7/1/2021 with a valid paramedic license will be given a one-time bonus of \$3,000.00 upon completion of their probationary period.
- 28.1.7 Employees who fail the course, fail to become licensed at the National Registry Paramedic level within 90 days of completion of the course, notwithstanding any unforeseen situations out of the control of either party, and outlined by the National Registry, or employees who terminate employment with the Town within 3 years are responsible for reimbursing the Town for these costs and any applicable bonuses.

ARTICLE 29 - PHYSICAL FITNESS FOR DUTY:

29.1 Unit members are eligible to voluntarily participate in the department's health and fitness incentive program. Members will work with the department's Peer Fitness Trainers to train and annually demonstrate their physical competency by the successful completion of a physical fitness assessment program as outlined in Appendix B.

- 29.1.1 Members who complete the assessment in the allotted time will receive a \$300.00 fitness incentive payable on or about December 1st.
- 29.1.2 Members who participate, but fail to complete all the stations in the allotted time will receive \$100.00 on or about December 1st.
- 29.1.3 Members that fail will be provided the opportunity to work with our peer fitness trainers while on duty, and schedule subsequent individual assessments prior to the end of the fiscal year. Upon successful completion those members will receive the remaining \$200.00 fitness incentive.

ARTICLE 30 – PROBATIONARY EMPLOYEES:

30.1 All new employees hired after the effective date of this agreement are considered probationary for the first 12 months of employment. Each employee must successfully complete the probationary period to continue employment.

30.2 If the newly hired employee is deemed to be unsatisfactory during the probationary period, the Fire Chief may remove the employee. Said removal shall not be subject to the grievance procedure of this contract.

ARTICLE 31 – SENIORITY:

31.1 It is agreed that seniority shall be determined by length of full-time service by rank. In case of layoffs, employees with the longest seniority in rank shall be laid off last. In the event an officer is laid off, that employee may displace the least senior full-time employee in the next lowest rank within the bargaining group. An employee shall not forfeit seniority during absences caused by illness, accident, or an approved leave of absence.

ARTICLE 32 – STATION & SHIFT ASSIGNMENTS

32.1 Yearly station assignments will be made by the Fire Chief and be effective January 1 of each year. Employees will be given at least 30 days' notice prior to the shift or station change. Shift assignments will be made based on legitimate departmental needs and out of business necessity.

32.1.1 Changes made in station assignments, shift assignments, or new positions shall be discussed with the affected shift officer(s) and the Union President prior to any decision being made.

32.2 Employees may request a transfer to another station or duty assignment by submitting a written request to the Fire Chief's office no later than November 15th for consideration. Transfer requests will be considered but cannot be guaranteed due to staffing requirements as outlined in this contract.

32.3 Full-time employees hired prior to November 1, 2008 will not be required to rotate platoons or be part of the annual station assignment procedure as long as they chose to remain on their current platoon and apparatus assignment. Employees hired prior to November 1, 2008 who elect to submit a transfer request may do so as outlined above. Once that employee submits a request for transfer, they will become part of the annual station and duty assignment process permanently. Employees must meet the requirements of the current job description for the position they are requesting transfer to.

ARTICLE 33 - MEMBERS RIGHTS:

33.1 Discharge, suspension, or discipline of members of the bargaining unit shall be for good and sufficient cause.

33.2 Prior to interrogation of unit members regarding investigations of misconduct, the member shall be informed of the alleged conduct which is the subject matter of the interrogation, and a representative of the Association may, if desired by the member, be present during the interrogation.

33.3 Complaints, except oral reprimands, against a member of the bargaining unit shall be reduced to writing and a copy shall be given to the member.

33.4 Members of the bargaining unit shall have the right to inspect their personnel files in accordance with applicable law.

ARTICLE 34 - SEPARABILITY:

34.1 In the event any provision of this AGREEMENT is judicially determined to be in conflict with any laws of the State of Maine, the Town Charter, or other applicable laws, such invalidity shall not affect the validity of the remaining provision(s).

ARTICLE 35 - DURATION OF AGREEMENT:

35.1 Except as specifically provided, the provisions of this revised AGREEMENT shall be effective as of July 1, 2021, and shall continue in full force and effect until June 30, 2024. This AGREEMENT shall not be modified, in whole or in part, by the parties except by an instrument, in writing, duly executed by both parties. In the event that collective bargaining shall not have been successfully completed prior to the expiration of the current agreement, the parties hereto agree that said agreement shall remain in full force and effect until a successor agreement has been negotiated.

35.2 THIS AGREEMENT incorporates the entire understanding of the parties on all matters which were the subject of collective bargaining.

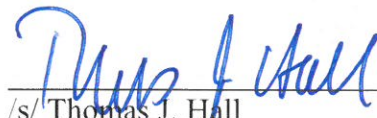
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as indicated below:

ATTEST:



/s/ B. Michael Thurlow, Fire Chief

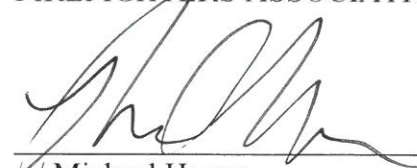
TOWN OF SCARBOROUGH



/s/ Thomas J. Hall
BY: Thomas J. Hall, Its Town Manager
Duly Authorized

ATTEST:

SCARBOROUGH PROFESSIONAL
FIREFIGHTERS ASSOCIATION



/s/ Michael Haven
BY: Michael Haven, Its President
Duly Authorized

Appendix A - Wage Scale

Year 1 Base Wage Scale - 1/1/22-6/30/22												
Based on A-EMT EMS License Level												
<i>Base wage, step increases, and stipends for all employees are effective on 7/1 of each contract year</i>												
Year	1	2	3	4	5	6	7	8	9	10	11	12
Rate	21.71	21.98	22.26	22.53	22.82	23.10	23.39	23.68	23.98	24.28	24.58	24.89
Year	13	14	15	16	17	18	19	20	21	22	23	24
Rate	25.20	25.51	25.83	26.16	26.48	26.81	27.15	27.49	27.83	28.18	28.53	28.89
Year	25	26	27	28	29	30	31	32	33	34	35	36
Rate	29.25	29.62	29.99	30.36	30.74	31.13	31.51	31.91	32.31	32.71	33.12	33.53

Stipend Differentials in addition to the base rates, applicable in each year of the contract

EMS License Differential: Paramedic + 2.75/hr. EMT-B - (3.00)/hr.
 Officer Differential: Captain + 4.00/hr. | EMT-P Lt. + 2.25/hr. | A-EMT LT. + 1.75/hr.

Year 2 Base Wage Scale - 7/1/22-6/30/23												
Based on A-EMT EMS License Level												
<i>Rates listed include a 0.25 base wage increase from year 1 in each step</i>												
<i>In addition to these rates a COLA adjustment based on the ECI will be added starting 10/1/2022</i>												
Year	1	2	3	4	5	6	7	8	9	10	11	12
With .25 base rate increase	21.96	22.23	22.51	22.78	23.07	23.35	23.64	23.93	24.23	24.53	24.83	25.14
With COLA adjustment on 10/1												
Year	13	14	15	16	17	18	19	20	21	22	23	24
With .25 base rate increase	25.45	25.76	26.08	26.41	26.73	27.06	27.40	27.74	28.08	28.43	28.78	29.14
With COLA adjustment on 10/1												
Year	25	26	27	28	29	30	31	32	33	34	35	36
With .25 base rate increase	29.50	29.87	30.24	30.61	30.99	31.38	31.76	32.16	32.56	32.96	33.37	33.78
With COLA adjustment on 10/1												

Additional Year 2 Stipend (also applicable in Year 3)

Educational Degree Incentive: Associate + 0.25/hr. | Bachelor + 0.35/hr. | Masters + 0.45/hr.

Year 3 Base Wage Scale - 7/1/23-6/30/24												
Based on A-EMT EMS License Level												
The following procedure is used to determine the actual base rates in year 3 of the contract												
<i>Step 1 - Adjust the base rates listed in Year 2 to reflect the ECI based COLA adjustment granted in year 2</i>												
<i>Step 2 - add a base wage increase of 0.25/hr. to each step of the scale</i>												
<i>Step 3 - add the ECI based COLA adjustment for FY24 starting 7/1/23</i>												
<i>Step 4 - add the applicable stipends</i>												
Year	1	2	3	4	5	6	7	8	9	10	11	12
With .25 base inc. & COLA adj. on 7/1												
Year	13	14	15	16	17	18	19	20	21	22	23	24
With .25 base inc. & COLA adj. on 7/1												
Year	25	26	27	28	29	30	31	32	33	34	35	36
With .25 base inc. & COLA adj. on 7/1												

Appendix B – Physical Fitness Assessment

It is agreed that changes to this Appendix may be made as mutually agreed upon by management and labor during the course of the contract without opening the remainder of the contract for negotiation.

PROGRAM COMPONENTS

Assessments will be held on shift throughout August and September of each year, and proctored by a peer fitness trainer or their designee.

Members will be in long pants and closed-toe shoes. They will wear an SCBA (no mask) and proper-fitting protective work gloves and a helmet. They will have eight (8) minutes to progress through the following stations:

1. Complete 2 minutes on the stair machine at a rate of 1 step per second. Handrails will remain in place and the member is allowed to use them to assist with balance.
2. Perform a hose drag -150' 1 3/4 hose pulled 75', then 90 degrees an additional 25', then hand over hand the first 50' into a pile while kneeling.
3. Single person extension ladder set - Perform a wall raise and extend a 24' extension ladder to full extension, rotate, then set the base at a distance from the wall that represents the proper 75 degree set angle.
4. Tool carry - 150' walk carrying 2 saws
5. Dummy drag - Dummy in fire gear, drag/carry/push 100' total distance
6. Ceiling breach - 4 sets of 3 and 5.

Appendix C – Overtime Shift Filling Procedure

Updated 10/20/21

Due to the complexity of the Overtime Shift Filling Procedure and the need to periodically modify it, the parties agree to include this Appendix to the base Collective Bargaining Agreement (CBA). It is agreed that changes to this Appendix may be made as mutually agreed upon by management and labor during the course of the contract without opening the remainder of the contract for negotiation.

PURPOSE

The purpose of this policy is to outline the process to be used when requesting and filling both scheduled and unscheduled overtime shifts by full-time employees.

SCOPE

This policy applies to all full-time line staff covered under the collective bargaining agreement (CBA) with the SPFA Local #3894 and is intended to be used under the constraints of and in conjunction with the provisions listed in the CBA.

POLICY

It's the policy of the Scarborough Fire Department that all full-time line staff will comply with the procedures outlined below when requesting, covering and filling any open shift.

PROCEDURE

- A. Requesting Vacation or Training Time Off:
 - a. When either partial or complete twenty-four (24) hour shifts are requested off as much advance notice as possible must be given.
 - i. If less than two weeks' notice is given, and for requests for vacation use less than 12 hours, then the request shall only be honored contingent upon the availability of the duty officer to confirm voluntary coverage.
 - ii. Approval will be contingent upon the employee having sufficient accruals and training hours in their bank of time, and the availability of coverage being confirmed prior to the requested shift off.
 - b. Vacations may only be taken after 120 days of service, unless approved by the Fire Chief.
 - c. Vacation time will be used at the convenience of the Town.
 - d. All requests for time off must be submitted prior to the requested time off using the software program When-to-Work (WtW).
 - e. In addition to the electronic process above, time off requests for training must be submitted to the fire department administrative office prior to the requested time off using the Training Authorization Form for processing.

- f. Employees requesting training coverage when they are scheduled to be on-duty shall be charged for the coverage regardless of whether actual overtime was incurred to fill the vacant slot or available on duty full-time staffing was moved.
- g. Regardless of when the request was submitted, no vacation time will be granted for the Thanksgiving and Christmas premium period unless voluntary coverage can be obtained. The requirement for voluntary coverage also pertains to the pool position for these two holidays. Additionally, the pool position cannot be moved or considered as voluntary coverage for vacation requests.
- h. Up to two (2) positions shall be granted vacation on any given shift, and considered “forcible”. For the purpose of this section vacation requests of less than 12 hours are not included. Other vacation requests may be granted contingent on voluntary coverage and will be approved on a first come, first served basis except as noted in section j.
- i. When multiple requests for the same time off period are received from more than two employees, the requests will be honored based on the date of submission of the request.
- j. The vacation earning and usage time period will be based on the fiscal year (July 1 through June 30). No vacation time off shall be scheduled in a new calendar year (January 1- December 31) until the following selection process has been completed to evenly allocate days to all employees.
 - i. Prior to January 1st each year employees may select days of vacation time for the following calendar year. In the first round each employee shall be granted up to four (4) - 24 hour shifts as outlined in section h above. Additional shifts shall be granted on a one week per round basis until all vacation requests have been completed. The selection process shall start with the most senior employee on any particular shift. If a conflict occurs during the selection process, the employee shall be contacted and given 24 hours to revise their request. If the employee fails to revise the request within 24 hours of notification, or if the employee cannot be contacted within 48 hours the employee forfeits their request. Once all requests have been entered on the schedule any other vacation requests for that year shall be filled on a first come, first served basis as outlined in section h.
- k. In the event of “emergency sick” coverage during a shift a qualified per-diem who is available immediately may be used or moved for up to 12 hours before obtaining coverage from a full time member. Emergency sick coverage will be filled with the first available qualified full time member.
- l. Members voluntarily accepting a shift shall be responsible for that shift. Acceptance of a shift can only be retracted within two hours of acceptance. A member may contact the Duty Officer to seek replacement coverage. The Duty Officer shall utilize the appropriate Voluntary Overtime lists, to attempt to fill the shift. In the event that no coverage is found the employee that originally accepted the shift shall work that shift.
- m. Once a vacation request has been made and filled through the overtime process, that request can only be retracted with more than two weeks’ notice unless the employee that was assigned the overtime willingly gives the overtime back by confirming so in an email to the Duty Captain.

- n. When filling shifts due to extended medical leaves, they should be filled conservatively to avoid having to force for coverage on short notice and to avoid filling shifts beyond a date when the employee may be cleared for duty.
 - o. Special EMS detail coverage will be filled as outlined in Article 18 of the CBA and this policy.
 - p. The Town reserves the right to provide shift coverage for long-term “open shifts” from through the use of a temporary hire or a qualified per-diem list in an effort to reduce forces and save overtime costs. Long-term “open shifts “shall be defined as open shifts that are expected or scheduled to exceed six weeks.
 - q. When filling multiple full-time shifts, the employee highest on the overtime list shall be given first opportunity for overtime starting with the first shift that individual put in for. Hiring goes by employee then date. For example, employee X is the highest person on the OT list and they put in for open shifts on 1/4 and 1/20. Employee X would be given the 1/4 shift as OT and rotated accordingly on the OT list.
 - r. When 3 hrs. or less is requested off at the beginning or end of a shift, those hours will be offered to the oncoming or outgoing firefighter/EMT of that station as the 1st offering, followed by the oncoming or outgoing firefighter/EMT from other stations.
 - s. When covering a shift for 6 hrs. or less, or a CPAT detail, the employee covering will not be rotated on the Voluntary Overtime Rotation List.
- B. Filling Voluntary Overtime:
- a. Establishment of overtime lists
 - i. Three rotating voluntary overtime lists (one Captain, one Lieutenant, and one firefighter/EMT) will be established by the Fire Chief and be subject to review by the SPFA president for accuracy. Opportunities for overtime shall be filled according to the following process:
 - b. Firefighter/EMT Overtime Process
 - i. Minimum staffing of full-time members for each shift shall be seven (7). Full-time staffing beyond that may be used or moved to facilitate daily operational needs or fill vacancies on a shift prior to being filled with overtime.
 - ii. If the shift being filled requires an EMT-P and there are sufficient EMT-Ps on duty, they may be moved to assure minimum EMT-P staffing on each primary ambulance.
 - iii. Use the firefighter/EMT’s voluntary overtime list, if not filled:
 - iv. Use the Lieutenant’s voluntary overtime list, if not filled:
 - v. Use the Captain’s voluntary overtime list, if not filled;
 - vi. Use the per-diem employee list (for fire apparatus only), if not filled;
 - vii. The process reverts to the forced overtime process
 - c. Overtime Notification Procedure:
 - i. **For requests with 24 hrs. notice or more** – When the request is received, the Duty Officer filling the open shift will send out a page through When to Work (or current program) to all fulltime members. Members will have 2 hours from when the shift was paged out to respond to the page. Once the allotted time has passed, the Officer/AL will cross reference the

- responses with the appropriate voluntary OT list and assign the shift appropriately.
- ii. Once the shift has been assigned, the Duty Officer will notify the employee to inform them they have been assigned the shift.
 - iii. **For requests with Less than 24 hrs. notice** – When the request is received the Duty Officer filling the open shift will send out a page through When to Work (or current program) to all fulltime members. Members will have 30 minutes from when the shift was paged out to respond to the page. Once the allotted time has passed the Duty Officer will cross reference the responses with the appropriate voluntary OT list and assign the shift appropriately.
 - iv. The page needs to include the following elements: that it is an OT shift, the apparatus it is for, the date/time it's for and will have until the specified date and time to respond to the page. (Ex: "OT shift on E-7 available 12/9/15 from 8 am to 8 pm, respond to page by 1800 hrs.)
 - v. Once the shift has been assigned, the Duty Officer will notify the employee to inform them they have been assigned the short notice shift.
- d. Officer Overtime Notification Procedure
- i. The Duty Officer filling the open shift will create a new shift (Officer Overtime) and send out a page through When to Work (or current program) to all full-time members. Members will have the allotted time (as above) from when the shift was paged out to respond to the page. Once the allotted time has passed the Duty Officer will cross reference the responses with the appropriate voluntary OT lists and assign the shift(s) appropriately.
 - ii. This page will read in part: Officer OT available (*Date & Time*) all members please submit your availability by (*time*).
- e. Captains Overtime Process
- i. When filling a Captain's position, the 1st backfill will be from the Captains' Voluntary list.
 - ii. If not filled with a Captain, the next backfill will be from the Lts.' Voluntary list.
 - iii. If the on duty Lt. position can be backfilled with an AL, that on duty Lt. will fill the Captain's position.
 - iv. If not filled voluntarily by a Captain or Lt., then the position will be filled with a force from the Captain's list.
 - v. If a Captain cannot be forced, a Lt. can be forced to fill the Capt.'s position.
- f. Lieutenants Overtime Process
- i. When filling a Lts. position the 1st backfill will be from a Lts. Voluntary list.
 - ii. If not filled with a Lt., the next backfill will be from the Captains' Voluntary list.
 - iii. If not filled voluntarily with a Captain, the next backfill will be from an Acting Lieutenant.

- iv. If not filled with an AL, then the position will be filled with a force from the Lts.' Force list.
 - v. If a Lt. cannot be forced, a Capt. can be forced to fill the Lts.' position.
- g. AL Shift Filling Process (for lieutenant's position only)
 - i. When filling an Acting Lieutenant position the voluntary firefighter/EMT overtime list will be used.
 - ii. An AL that is on duty will be moved to the AL position so long as their position can be back-filled with available staffing or voluntary coverage.
 - iii. If no voluntary back-fill coverage is found the process reverts to the lieutenant forced overtime process as outlined above.
 - iv. If no Lieutenant or Captain can be forced an on-duty AL will be moved to fill the open lieutenant's position and the AL's position will be backfilled using the forced overtime or emergency sick procedures.
- h. Special Detail Overtime Process
 - i. All special details will be paged out to all full-time and per-diem members as soon as possible after they have been requested.
 - ii. Use the firefighter/EMT's voluntary overtime list.
 - iii. If no voluntary coverage is secured the coverage may be offered to a qualified per-diem member, with the exception of CPAT details.
 - iv. If no per-diem coverage is found the forced overtime provision of the contract will take effect.
 - v. If a detail has not been filled with voluntary coverage 2 weeks from the scheduled date, it will be paged out once more to all full-time and per-diem members prior to assigning the force.
- i. Open Per-diem Firefighter Overtime Process
 - i. No per diem employee shall work over 48 hours in a given week excluding unexpected late calls, unless the full-time employees have been given the opportunity for overtime to fill the open shift.
 - ii. Available on-duty full time staffing may be utilized to fill open Per-Diem shifts.
 - iii. Should a full-time shift become open, on-duty full time staffing will be moved to fill the full-time vacancy.
 - iv. Remaining open Per-Diem shifts will be offered to full time staff (regardless of rank) as voluntary overtime and filled in accordance with the voluntary overtime (24 hrs. notice or more) procedure.
 - v. Members will have 2 hours from when the shift was paged out to respond to the page. Once the allotted time has passed, the shift will be marked as authorized over-hours for Per-Diem employees.
 - vi. Full-time employees shall be offered a "temporarily open" per diem EMT or day firefighter shifts when there has been no response from a part-time employee to fill that shift. No per diem EMT or day firefighter shall work over 48 hours in a given week excluding unexpected late calls, unless the full-time employees have been given the opportunity to fill the open shift. If no full-time employee is able to cover the open shift, then a part-time employee will be allowed to work in excess of 48 hours for that week.

C. Forced Overtime

- a. Forced overtime will be defined as overtime caused by an opening in a full-time shift that is not covered by voluntary overtime or by per-diem coverage.
- b. If a full-time member is working a fire shift, and a full-time shift becomes open that person will be moved to fill the vacant full-time position, to avoid forced overtime.
- c. Forced overtime will be used after exhausting voluntary overtime and the use of eligible per-diem to fill vacant shifts.
- d. Forced overtime shall not be used to cover per-diem firefighter shifts.
- e. Three rotating forced overtime lists (one Captain, one Lieutenant, and one firefighter/EMT) will be established by the Fire Chief and be subject to review by the SPFA president for accuracy.
- f. Any new or promoted employees shall be added to the top of the applicable forced overtime list.
- g. The Duty Officer shall utilize the appropriate forced overtime list to fill open shifts. Starting at the top and working down, the 1st employee of that job classification that is eligible and contacted, shall be forced to report to, or remain on duty. A forced employee shall be permitted to seek a substitute from another full-time member of the bargaining unit, or eligible per-diem. If the vacancy is in a full-time fire shift or detail, the forced employee shall be permitted to seek a substitute from a per-diem or another qualified member subject to approval of the Fire Chief or his designee, whose approval shall not be unreasonably withheld. The forced overtime coverage shall assure that a minimum of one paramedic shall be assigned to each ambulance each shift. If coverage is not obtained prior to shift change, then the on-duty employee of that job classification will be forced to remain on duty until relief coverage is obtained.
- h. Force Notification
 - i. Employees shall be considered “contacted” when the duty officer has made voice contact by phone or face to face. This includes if that employee receives voice to voice contact from an officer on their next scheduled shift prior to the force date.
 - ii. Additionally, when an employee is forced, changes will be made in the schedule resulting in an electronic notification from the scheduling software. An email will also be sent to that employee and the full-time officer group.
- i. Forced Overtime Breaks:
 - i. No employee shall be “forced” for more than twenty-four (24) consecutive hours.
 - ii. No employee shall be required to remain on duty for more than forty-eight (48) consecutive hours unless there is a declared state of emergency.
 - iii. Employees who have been on duty for forty-eight 48 consecutive hours shall be entitled to the following twenty-four (24) consecutive hours off duty.
- j. Forced overtime will be filled in two time periods, day shifts 0800-2000 and night shifts 2000-0800, when possible. In the event an employee is forced for the day shift and no other coverage was found for the night shift, the employee on duty may

be forced to remain on duty and fill the night shift unless restricted as outlined in this section.

k. Force Protections

i. Members of the bargaining unit shall not be “forced” while on a pre-scheduled and approved vacation, bereavement, or personal day. An employee shall be considered protected after finishing their last worked shift proceeding the scheduled time off, until their due day back. This shall also apply to any shift trades that have been prearranged and documented on the schedule or for any preapproved training where the force would affect the employee’s travel to and from the training.

ii. When an employee uses vacation time, personal time, or a shift trade of less than 12 hours, that employee shall only be protected for the following or preceding 12 hr. shift.

l. When an employee is held over for less than 2 hrs. due to a late call, it will not be considered a forced overtime situation and as such will not create a change to the forced overtime list rotation.

m. Members who have been forced, but whom refuse to come in or stay on duty, will be subject to the progressive disciplinary process and will be rotated to the bottom of the voluntary overtime list for three (3) rotations.

D. Remedies

a. When a legitimate error or omission is made during scheduling of overtime, or due to cancellation of a special detail, the negatively affected employee shall be given first refusal for overtime. That employee’s name shall be placed on the “first refusal list”. Once the employee accepts an overtime that employee is removed from the first refusal list and placed back into the normal rotation.

b. In the event a member is forced and rotated on the force list in error or due to a canceled detail:

i. If the error or cancelation is discovered more than 14 days prior to the shift/detail, then the error will be corrected and that member will be placed back in their original spot on the force list and the appropriate member shall be forced if need be.

ii. If less than 14 days, the member will retain their rotated position. Subsequently the appropriate member shall be forced if need be.

RESPONSIBILITIES

A. It is the responsibility of the employee to submit their time off or swap requests on the department’s When to Work software.

B. It is the responsibility of the employee to log on and check the department’s When to Work software for changes and/or updates to the schedule.

C. Employees requesting training time off shall submit their requests on the department’s When to Work software as well as the Training Authorization Request Form. Once approved the Scheduling officer shall post the change in When to Work.

D. It is the responsibility of the employee to cover open shifts they have been assigned without causing any unnecessary forced overtime situations.

- E. It is the responsibility of the employee that originally was assigned to fill an open shift to work that shift unless there is a voluntary replacement, a medical emergency, or they were moved by the duty officer.
- F. It is the responsibility of the employee requesting to fill an open shift to appropriately request such through the When to Work (WtW) software.
- G. It is the responsibility of the officer who is scheduling shifts to follow these procedures.
- H. It is the responsibility of each Duty Officer to check the WtW program daily for any open shifts or time off requests.
- I. It is the responsibility of each Duty Officer to process any time off requests submitted in a timely manner, as outlined in this Appendix.
- J. It is the responsibility of each Duty Officer to fill any requests for time off as soon as possible after they are received.
- K. The Fire Chief is responsible for approval of any additional time off requests as outline in this Appendix.
- L. Employees are responsible for verifying they have sufficient accruals to request the time off prior to submitting their request.

Appendix D – American Rescue Plan Act Premium Pay

In recognition of the efforts of our Firefighter/EMT's efforts throughout the COVID-19 pandemic, the Town agrees to provide a retroactive premium pay stipend of \$1.75/hour for all hours worked from the commencement of the state of emergency, as declared by the State of Maine (March 19, 2020), through the conclusion of 2021 fiscal year (June 26, 2021). Hours worked for the purposes of this section shall be defined as hours actually on duty, in the workplace. Paid time off, to include vacation, sick, compensatory, holiday, unpaid leave, COVID leave, or workers compensation shall not be included.