

**Labor Agreement between
The Town of Winthrop
And
IAFF Local 5176 (EMS Unit)**

Term: July 1, 2021 to June 30, 2024

Table of Contents

Article Number	Title	Page Number
	Table of Contents	2
Article 1	Preamble & Unit Recognition	3
Article 2	Management Rights.....	4
Article 3	Union Rights & Responsibilities	5, 6
Article 4	Employee Rights & Responsibilities	7, 8
Article 5	Labor~ Management Partnership	9
Article 6	Grievance/Arbitration Procedure[s].....	10, 11, 12
Article 7	Disciplinary Actions	13, 14
Article 8	Personnel Files	15
Article 9	Seniority	16
Article 10	Layoffs & Reduction in Force	17
Article 11	Vacation & Sick Leave	18, 19, 20
Article 12	Holidays & Other Absences	21, 22, 23
Article 13	Health & Safety	24
Article 14	Hours of Work & Overtime	25, 26
Article 15	Benefits & Wages	27, 28, 29
Article 16	Duration & Changes.....	30
Appendix A	Pay Scale for Unit Employees	31

**ARTICLE 1
PREAMBLE & UNIT RECOGNITION**

Section 1: Preamble: This Agreement is entered into by and between the Town of Winthrop, Maine, hereinafter referred to as the “Town” and/or the “Employer,” and the Winthrop Professional EMS Providers, IAFF Local 5176 hereinafter referred to as the “Union” and jointly referred to as the “Parties.” Pursuant to the provisions of Title 26 M.R.S. Chapter 9-A, Section 961 et. Seq. [Referred to as the Maine Public Employees Labor Relations Act], the parties have entered into this Agreement in order to establish mutual rights, provide for equitable adjustment of differences which may arise, establish proper conditions of employment and compensation, and to promote effective municipal operations.

Section 2: Unit Recognition: The Town recognizes the Union as the sole and exclusive bargaining agent/representative for all unit employees for the purpose of collective bargaining relative to wages, hours, grievance/arbitration issues, and personnel policies, practices and all matters affecting the general working conditions of all employees included in the bargaining unit certified by the Maine Labor Relations Board [MLRB] for the State of Maine on October 9th, 2019.

- a. **Included:** All EMS and Paramedics whose primary employment is emergency medical and ambulance services, employed six [6] months or more, including per diems.
- b. **Excluded:** The EMS Director and the EMS Deputy Chief and all other Town employees not employed to provide ambulance/medical services.

Section 3: Definitions for the Classifications of Unit Employees:

- a. **Probationary:** All newly hired Full-Time and/or Per Diem EMS Personnel shall serve a probationary period that lasts for at least six [6] months from their date of hire which may be extended by mutual consent of the parties.
- b. **Full-Time Equivalent (FTE):** Hired to a designated Full-Time position requiring regularly scheduled employment for at least 36 hours per week.
- c. **Per Diem:** Hired to a EMS position which is scheduled monthly on an irregular basis and is not considered to be Full Time, regardless of the hours worked per week.

Section 4: The Town agrees that it will not enter into any individual or collective agreement[s] with any employee[s] covered by this Agreement which is contrary to this Agreement.

ARTICLE 2
MANAGEMENT'S RIGHTS

Section 1: The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.

Section 2 The Town shall notify the Union in writing of any proposed changes to personnel policies, practices and/or matter affecting the working conditions of unit employees at least fourteen [14] working days prior to the implementation date of the proposed change. Upon receipt of such proposed change, the Union shall notify the Town within seven [7] days of its intent to pursue the matter through the labor-management committee as outlined in this agreement.

Section 3: The Town agrees to provide equal opportunity to all employees with respect to appointments and general working conditions, without regard to union membership, disability, age, race, creed, color, gender, sexual orientation, and national origin, religious or political affiliation, or any other legal protected category.

ARTICLE 3 UNION RIGHTS AND RESPONSIBILITIES

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

The Union further agrees to guarantee equal protection and service to all eligible employees covered under this Agreement without regard to union membership, disability, age, race, creed, color, gender, sexual orientation, and national origin, religious or political affiliation or other legally protected categories.

Section 2: The Town agrees to recognize the elected officers of the Union and any persons appointed/retained to a position of responsibility as duly designated officials of the Union. The Union agrees to submit to the Town a list of officers/appointments on January 1st of each year and to update the names as changes occur within 30-days after changes made.

Union Representatives of IAFF Local 5176 and the International Association of Fire Fighters [IAFF] and/or the Professional Fire Fighters of Maine [PFFM] shall have access to the premises at the Department during working hours to conduct official Union business, with the prior notice to and approval of the Director. Such access, however, shall not interfere with any required emergency response of the Department and will not be unreasonably denied.

Section 3: It is agreed that Union officials, as described in Section 2 above, are authorized a reasonable amount of official time away from the job to perform their representational and Union duties and responsibilities promptly and expeditiously on behalf of their bargaining unit members they represent. Authorization for utilizing official time must be obtained from the Director prior to any Union official utilizing official time. Additional time may be authorized by the Director as needed.

Section 4: Time Off for Union Activities: The Town agrees to grant the necessary time off up to five (5) days per year without discrimination or loss of seniority rights and without pay, to no more than two (2) Union Officials per calendar year as designated by the Union President to attend a Union Conferences, Conventions and/or Educational Seminars or to serve in any capacity on other official Union business, provided one (1) week's written notice is given to the Director specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Town's operations due to lack of available employees, and that denial of leave for this reason shall not be grievable.

Section 5: The Union shall be permitted to hold a regular monthly meeting at the EMS Headquarters, said meeting to be at a regular day and time each month to be determined by the

Union and communicated to the Director of the Department. This meeting shall not require advance approval of the Director; however, it may be cancelled by the Director within twenty-four (24) hours' notice for compelling reasons. The Union shall further be permitted to have other meetings at the EMS Headquarters with at least twenty-four (24) hours' notice, and with the advance approval of the Director or designee, said approval shall not be unreasonably denied. The entire on duty crew will be allowed to attend. The conduct of Union business shall not interfere with normal activities of the Department.

Section 6: The Union agrees that its officers and members will not engage in strikes, slowdowns, or work stoppages. Such activities engaged in by unit employees may be just cause for dismissal.

Section 7: Union Dues Deduction: The Town shall deduct regular weekly dues upon receipt of signed authorization from unit members (a copy of which is to be retained by the Town) and a certified statement from the Treasurer of the Union as to the amount to be withheld for dues. All such forms shall be supplied by the Union and be satisfactory to the Town. The Town shall forward all dues so collected to IAFF Local 5176 by the 15th of each month via electronic deposit.

- a. The Union agrees to promptly refund to the Town any union dues amounts that are paid in error upon presentation of proper documentation thereof.
- b. The Union shall indemnify, defend and save the Town and the Town harmless against any and all claims, demands or grievances by any bargaining unit member or his/her personal representatives as a result of paycheck deductions by the Town in reliance upon payroll deduction authorizations submitted by the Union to the Town.

Section 8: Bulletin Boards: The Town agrees to provide and maintain a suitable bulletin board at the Department for Union business. All Union postings shall be on this bulletin board and those postings shall be limited to official Union business, such as meeting notices and Union bulletins.

**ARTICLE 4
EMPLOYEE RIGHTS & RESPONSIBILITIES**

Section 1: Unit Employees covered by this Agreement shall have the right to join, or refrain from joining, the Union. No member of the Union shall be favored or discriminated against, either by the Town or by the Union, because of membership or non-membership in the Union. The individual members of the Bargaining Unit are to regard themselves as public servants, and as such, they are to be governed by the highest ideals of honor and integrity in order that they may merit the respect and confidence of the general public.

Section 2: The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, sexual orientation, or condition of handicap, except where based on a bona fide occupational qualification, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, or condition of handicap, except where based on a bona fide occupational qualification.

Section 3: The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

Section 4: Any employee shall have the right to be represented or accompanied by the Union representative when appearing before the Town Manager, the Director or their designated representatives of the Town regarding any personnel policy, practice or matter affecting their working conditions, grievances, or when disciplinary action is likely to result. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, the employee shall comply with the rules and then initiate a grievance if he/she feels it is necessary.

Section 5: Duties and Responsibilities: The work to be performed by unit employees is outlined in their respective Position Descriptions [PD]. The Position Description is not in itself an assignment of work. The phrase "other duties as assigned" in any PD shall refer to duties or assignments reasonably related to the employee's line of work.

The Town agrees that each unit employee will be provided a copy of his/her official position descriptions and any amendment(s) thereto. The Employer agrees to provide the Union with a copy of all position descriptions for bargaining unit positions.

Section 6: The Town shall indemnify and save harmless (within the limits of the Town's insurance as prescribed by law) for loss or damage, all unit employees from any personal financial loss and expense including reasonable legal fees and costs if any, arising out of any claim, demand, suit or judgment against the indemnified person provided the employee is acting reasonably within the scope of his or her job responsibilities.

Section 7: Probationary Employees: All new EMS Personnel shall serve a probationary period as defined in Article 1, Section 3 and shall have no seniority rights during this period. All unit employees who have worked said probationary period and satisfactorily completed their probationary period shall be classified as part of the bargaining unit and the probationary period served shall then be considered part of their seniority time. The employee will thereafter be covered by the terms and conditions outlined in this Agreement.

If the probationary employee is deemed to be unsatisfactory during the period of, or at the end of said probationary period, the EMS Director may either extend the probationary period with mutual consent of the Union; or with the approval of the Town Manager, remove the probationary employee and terminate their Town employment. Said removal shall not be subject to the grievance procedure of this Agreement.

ARTICLE 5
LABOR ~ MANAGEMENT COMMITTEE

Section 1: The Parties agree to establish and maintain a “Labor Management Committee (LMC).” Furthermore, the Parties agree to implement the LMC with a firm commitment to avoid an adversarial relationship and work together towards developing and maintaining mutually beneficial outcomes.

- a. The LMC shall be made up of the EMS Director and the EMS Deputy Chief and President of the Union and one other Union Representative [as determined by the Union]. Other people may attend at the mutually agreement of the parties.
- b. The LMC meeting will be held twice per year, or more often if the parties mutually agree. Each meeting shall be scheduled at least thirty (30) days in advance and shall be set for no more than two (2) hours unless the parties mutually agree to additional time. Prior to each meeting, each party shall propose an agenda of discussion items; however, neither party shall be compelled to discuss any issue or to agree to any proposal.

ARTICLE 6
GRIEVANCE/ARBITRATION PROCEDURE[S]

Section 1: A Grievance shall mean any claimed violation, misinterpretation or misapplication that may arise between the Town, the Union and/or any bargaining unit employee[s] relating to this agreement and/or any personnel policy, practice or matter affecting the working conditions of unit employees.

Section 2: Nothing in this Article shall be deemed to deny an aggrieved unit employee the right to present their own grievance. In such event, the aggrieved employee shall forward a copy of the grievance being filed with any and all supporting information and material to the President of IAFF Local 5176.

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

Section 4: A grievance will be considered timely if it is submitted within fifteen [15] calendar days from the date of the incident out of which the grievance arose or within fifteen [15] calendar days of the date the grievant became aware of the issue[s] giving rise to the grievance.

The grievance must be presented in writing and contain a precise description of the grievance [who, what, where, when, how] with enough information contained therein to identify the specific nature of the grievance, the specific provision of the agreement, law, ordinance or policy in which the Town is alleged to have violated, a statement of the remedial action or relief sought, i.e., the personal corrective action desired, evidence [documentary, if available] to support the grievance, the name of the designated representative, and any additional pertinent information to support the grievance.

Section 5: Grievance Procedure:

Step 1: Informal Grievance: An employee[s]/Union who claims to have a grievance shall present it to the Deputy Chief in writing as outlined in Section 4 above to discuss informally in an attempt to address the grievance at the lowest possible level. The Deputy Chief shall meet with the parties to resolve the grievance within five [5] calendar days after receipt of the written grievance in an attempt to address and/or resolve the grievance. The Deputy Chief shall render a decision in writing within five [5] calendar days from the date of the meeting with the aggrieved employee/Union. If resolution of the grievance is not within the authority of the Deputy Chief, he/she shall so inform the grievant and his/her representative at this meeting and advance the grievance to Step 2.

Step 2: If the Parties are unable to resolve the grievance at Step 1, the employee/Union may, within ten [10] calendar days after meeting with the Deputy Chief forward the written grievance to the EMS Director. The Director shall meet with the parties to resolve the grievance

within five [5] calendar days after receipt of the written grievance. A copy of the decision will be provided to both the employee[s] and the employee[s]'s representative.

Step 3: If the Director's decision is unsatisfactory, the employee/Union may, within ten [10] calendar days after receipt of the Step 2 decision, forward it to the Town Manager for action. The Town Manager shall convene a meeting with the parties within ten [10] calendar days after receipt of the grievance. The Town Manager shall render a decision in writing, within ten [10] calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee[s] and the employee's representative.

Step 4: If the Town Manager's decision is unsatisfactory or the Parties are unable to resolve the grievance as a result of the Step 3 meeting, the Union may proceed to arbitration. Notice of Arbitration shall be provided to the Town Manager within fifteen [15] calendar days after the decision by the Town Manager in Step 3 above.

Step 5: Arbitration Procedure: Within ten (10) calendar days after the notice requesting arbitration, the Parties shall attempt to select a mutually agreeable arbitrator by submitting to each other the names of at least three (3) arbitrators. If the parties fail to thereafter agree on the arbitrator, then the matter shall be submitted to the Maine Labor Relations Board for appointment of a single arbitrator.

The arbitrator shall confine himself/herself to the issue[s] raised during the grievance as submitted during Step 3 and any evidence related thereto. The arbitrator shall have no authority to add to, subtract from or modify any of the provisions of this Agreement. The arbitrator shall normally hold a hearing and decide the issue presented within thirty [30] days, but no later than ninety [90] days of being selected unless otherwise agreed to by the parties. The arbitrator's decision shall be final and binding on the parties.

Section 6: Miscellaneous:

- a. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue as a threshold question before the arbitrator.
- b. Failure by the grievant or the Union to adhere to the time limits within this grievance procedure shall terminate the grievance as null and void.
- c. Failure of the Deputy Chief, Director, the Town Manager, or its representative[s] to meet with the Employee/Union or to render a written decision within the specified time frames outlined in this procedure shall be construed as a denial of the grievance.
- d. Time limits outlined in this article may be extended by mutual written consent of the parties.
- e. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union. Each party shall be responsible for compensating its own outside

representatives and expert witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE 7 DISCIPLINARY ACTIONS

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 Department employees.

Section 2: The Director or Town Manager may bring any violation of this Agreement or Department/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. Any disciplinary action taken against an employee shall be subject to the grievance procedure.

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

- a. Written Reprimand
- b. Suspension without Pay
- c. Demotion
- d. Discharge/Termination

Disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being administered, taking into consideration an employee's past conduct. The sequence described above need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge, as determined by the Director or the Town, subject to the employee's right to grieve the disciplinary actions pursuant to the provisions of Article 6 of this Agreement.

Section 4: Prior to initiating disciplinary action, the following procedures will normally be followed:

- a. If the Director/Town contemplates the suspension or termination of an employee, he/she may be immediately placed on paid administrative leave pending the investigation and the final determination with respect to the proposed disciplinary action.
- b. The Director/Town will issue a written notice of the alleged offense and proposed discipline as soon as possible, normally ten [10] calendar days after becoming aware of the incident.
- c. A pre-action investigation or inquiry will be made to determine the facts. Part of this investigation shall include a discussion with the affected employee and others having information about the incident.
- d. The employee will be notified in advance of the time of the discussion, and if the employee is advised that disciplinary action is being contemplated, the employee is entitled to have

a Union representative present. Once a representative is requested the employee will be allowed a reasonable amount of time, normally not more than three [3] calendar days, to obtain union representation. During this delay no further questioning of the employee will take place.

- e. The employee or his designated representative will be permitted to offer their written and/or oral statement to the deciding official during the pre-action investigation. The written statement may be submitted at the meeting or no later than five [5] calendar days from the date of the above referenced meeting.
- f. The Director/Town will make reasonable efforts to undertake disciplinary actions in a prompt and timely manner, normally within ten [10] calendar days after conclusion of the pre-action investigation.

1) If an employee is subsequently suspended, he/she shall be notified in writing of the effective date[s], reason and duration. Said notice shall be presented upon his/her return to work, or within seventy-two [72] hours of the suspension taking place, whichever comes first. Said notice shall also contain a statement informing the employee of his/her rights of appeal under the grievance proceedings as set forth herein. A suspension shall be unpaid [suspended employees shall not be eligible for leave pay] and normally shall not exceed two [2] weeks. During the period of suspension, employees shall remain obligated to pay the employee's share of insurance premiums as set forth herein.

2) If the employee is subsequently discharged, he/she shall be informed of the reason[s] for discharge and of the effective date within seventy-two [72] hours of the discharge taking place. Said notice shall also contain a statement informing the employee of his/her rights of appeal under the grievance proceedings as set forth herein.

Section 5: All disciplinary actions shall become a part of the employee's official personnel file and shall be handled pursuant to Article 8 of this Agreement. If no disciplinary action is sustained against the employee, all references to such action will remain in the employee's official personnel file but will not be considered in any future disciplinary action.

ARTICLE 8 PERSONNEL FILE

Section 1: The Town shall maintain a personnel file on each unit employee. Personnel files are confidential and are the property of the Town. Personnel files are to be kept locked and secured under the Town Manager's control. Title 26 M.R.S.A § 631 provides employees with access to their personnel records (including former employees and duly authorized representatives). However, a written request for such information must be submitted to the Town Manager for processing. File review and copying must take place at the location where the personnel files are maintained, during normal office hours unless, at the Town Managers discretion, a more convenient time and location for the employee is arranged. Employees are entitled to one free copy of their personnel file per calendar year upon written request.

Section 2: If upon inspection, a unit employee disagrees with any of the information contained in the personnel file, they may submit a written statement explaining the employee's version of the information along with evidence supporting such version. The Town will maintain such a statement as part of the employee's personnel file and will include the statement in any transmittal of the file to an authorized third party.

Section 3: Employees shall be required to acknowledge all records of disciplinary action inserted into their personnel file with a signature affixed to the document and returned to the Town, whether or not they agree with the action. Employees shall be entitled to submit a written rebuttal of a disciplinary action for insertion in their personnel file, provided such correspondence is received by the Town Manager within seven (7) working days of the notice being acknowledged by the employee. Every disciplinary notice shall include a statement advising employees of their right to grieve and/or refute the disciplinary action as set forth in this Agreement.

Section 4: All discipline infractions and penalties will be placed and maintained in an employee's official personnel file. Effective upon ratification by both Parties, any discipline documented in any unit member's personnel file prior to ratification will not be considered in any disciplinary action occurring after ratification.

ARTICLE 9 SENIORITY

Section 1: The Town shall establish a Seniority List on or about the first of January of each year based on months of employee's creditable service as either a Full-Time employee or as a Per diem employee. The Town shall post said list on the Department's bulletin board and will forward a copy of the list to the President of the Union annually. Any objection to the seniority list as posted by the Town shall be presented to the Director for his review and action. If the Director is unable to resolve the objection, then the employee and/or the Union may process the objection through the grievance procedure pursuant to Article 6 of this Agreement.

Section 2: Creditable service shall mean an employee's length of continuance service with the Winthrop EMS Ambulance Service within their employment category (either Full Time or Per Diem) since the employee's last date of hire.

Section 3: Seniority shall be used as the basis by which leave time is approved in the event two or more Full Time employees submit a request for leave on the same day for the same period and the Director determines that each request cannot be approved for staffing reasons, the Full-Time employee[s] with the most creditable service shall be given preference. In the event the employees have the same amount of creditable service, preference shall be based first on date of Full-Time hire, and secondly on the date on which the employment application was received by the Town.

ARTICLE 10
LAYOFFS & REDUCTION IN FORCE

Section 1. Layoff: In the event of a reduction in the workforce involving Full Time Bargaining Unit members, then the employee with the least seniority shall be laid off first. An employee being laid off shall have a minimum of fourteen [14] days' notice of the effective date of the layoff.

For the purpose of this Article a layoff or authorized leaves of absence shall not constitute a break in continuous service. However, No benefits shall be accrued during such periods, except as otherwise required by law or provided by this Agreement.

Section 2. Recall: All Full-Time unit employees laid off shall have a right of recall, with the employee with the most seniority to be rehired first. No new employee(s) shall be hired until all employees on layoff have been given the opportunity to return to work. All employees' rights to recall shall expire one [1] year after the date of notice of layoff. If the Town determines that a recall of laid off employees is appropriate, the employee laid off shall be sent correspondence by certified mail at his last address advising the employee that a resumption of their previous position is available. The employee is required to respond to the notification within fourteen (14) days of the date of the notice as to whether or not they desire to become reemployed. If reemployment is indicated, the employee shall report to work no later than two (2) weeks after notice to accept reemployment is given. It shall be the employee's responsibility during the one [1] year period to keep the Town advised of their current mailing address for purposes of written notice. During the one-year layoff period, the laid off employee will be kept on the Department roster for purposes of maintaining appropriate licensure.

Section 3: If any Full-Time employee is laid-off, he/she shall be paid all accumulated vacation leave (up to 280 hours) and sick leave (up to 1/2 of any accrual), in one lump sum as of the effective date of layoff. In the event a laid-off Full Time employee is reinstated within the one [1] year period of the layoff, he or she shall have all previous sick leave that was not paid out upon layoff restored and shall be immediately eligible to accumulate leave as otherwise set forth in this Agreement. Full-time employees in layoff status shall be eligible to be placed on the per diem roster for per diem shifts upon request to the Chief but shall not receive nor be eligible to receive any benefits available to full-time (non-layoff) employees.

ARTICLE 11 VACATION AND SICK LEAVE

Section 1: Vacation Leave: Vacation leave shall be granted to all Full-Time unit employees on an annual accrual basis. Vacation leave shall accrue on the employee's anniversary date. All full-time unit employees shall receive vacation leave as follows (based on years of service in the Department):

- a. Eighty (80) hours per year, from start of employment to seven (7) years of service; Accruing at the rate of 3.0769 hours per bi-weekly pay period, from the date of hire through the completion of seven [7] years of continuous Full-Time employment. Probationary employee may not use any vacation time accruals during their probationary period unless permitted in writing by the Director.
- b. One hundred twenty [120] hours per year, accruing at a rate of 4.6154 hours per biweekly pay period, after the completion of seven [7] years of continuous Full-Time service from the date of hire.
- c. One hundred sixty (160) hours per year, accruing at the rate of 6.1538 hours per biweekly pay period, after the completion of twelve [12] years of Full-Time continuous services from the date of hire.
- d. Two Hundred (200) hours per year, accruing at a rate of 7.6923 hours per biweekly pay period, after the completion of twenty (20) years of continuous Full-Time service from the date of hire.

Section 2: Requests for vacation leave will be made to the Director and/or his designee and will be taken only with the approval of the Director and/or designees. Request for vacation leave will not be unreasonably denied.

Section 3: Vacation Leave shall be taken in increments of half-shifts [12 hours] or whole shifts [24 hours] only. On a case-by-case basis, Vacation Leave may be used in one [1] hour increments by mutual consent of the Parties.

Section 4: As outlined in Article 12 of this Agreement, Holidays which fall within a Full-Time employee's scheduled vacation leave shall be paid as Holiday Hours and shall not be charged against the employee's accrued vacation leave.

Section 5: Any unit employee may carry over one-half of their unused vacation leave for future use from any given calendar year to the next calendar year. Any unused vacation time that is not carried over as permitted, or is not used in that calendar year, shall be forfeited.

Section 6: Upon separation of employment, an employee shall be paid, at his/her base hourly rate for any and all unused vacation leave, up to 280 hours.

Section 7: Sick Leave: Sick leave shall be earned at the rate ninety-six [96] hours per year at a rate of 3.6923 hours biweekly pay period and may accumulate no more than seven hundred twenty [720] hours.

Unit employees may use their sick leave accruals for the following reasons:

- a. Bodily injury or illness
- b. Dental & Medical Appointments
- c. Injuries or Illnesses in the employee's immediate family. The immediate family shall include spouse, children, mother, father, mother-in-law and father-in-law.
- d. For the reasons permitted for use under the Maine Earned Paid Leave (EPL) law, up to forty (40) hours per calendar year.
- e. Other Medical Emergencies of the employee and/or family member.
 - 1) Sick leave, not to exceed forty [40] hours of accumulated leave [vacation, sick or holiday time], may be granted to an employee because of injury/illness of a member of the employee's immediate family. Additional leave may be requested and approved by the Town Manager on a case-by-case basis.
- f. In the event that the employer feels there is an abuse of sick leave, the employer may require documentation of the circumstances surrounding the use of sick leave, which may include a certificate from a Medical Care Provider. Any employee dispute regarding any alleged sick leave abused shall be resolved through Article 6 of this Agreement.
- g. Sick Leave may be used in one [1] hour increments. Request[s] for sick leave [paid or unpaid] for all unit employees shall normally be made at least two [2] hours before the start of the employee's shift.
- h. Upon the separation in good standing of any Full-Time unit employee who has ten (10) years of continuous Full-Time employment, the employee will be paid out any accrued and unused sick time at one-half ($\frac{1}{2}$) of the employee's regular pay for such unused accumulated sick leave.
- i. In the event of a fulltime unit employees' death, the Town will pay 100% of the employee's accumulated and unused sick leave to the Employee's beneficiary.

Section 8: Earned Paid Leave (EPL):

Full-Time employees: May use up to forty (40) hours per calendar year of their sick leave accrual for the purposes set forth in the Maine Earned Paid Leave (EPL) law. Full-time employees do not

accrue any additional EPL hours. Sick leave hours that are not used for EPL will continue to accrue as sick leave, but EPL will not carry over from year to year.

Per Diem employees: May accrue up to forty (40) hours of EPL per calendar year at the rate of one (1) hour earned for every forty (40) hours worked. Per Diem employees may use such EPL for the purposes set forth in the Maine Earned Paid Leave (EPL) law. Any unused EPL will be forfeited at the end of each calendar year, has no cash value at separation, and will not accrue from year to year.

**ARTICLE 12
HOLIDAYS AND OTHER ABSENCES/LEAVE**

Section 1:

- a. **Holidays:** The following holidays shall be observed:

New Year's Day
Martin Luther
King, Jr. Day
Presidents Day
Patriots Day
Memorial Day
Fourth of July
Labor Day
Veterans Day
Indigenous Peoples Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Holiday Pay: Full Time Employees shall be paid ten (10) hours regular pay for each holiday regardless of whether the employee works on the holiday or not. All Employees, Full Time or Per Diem, scheduled to work on a holiday will receive holiday pay at time and one-half. Employees who work on Christmas and Thanksgiving shall receive double-time for hours worked. Holiday overtime pay shall only include those hours worked that fall on the actual holiday day, midnight to midnight.

Holidays which fall within an employee's scheduled vacation leavetime shall be paid as holiday hours and shall not be charged against the employee's accrued vacation time.

Section 2: Bereavement Leave: Full-Time employees will receive bereavement leave of up to three (3) shifts with pay in the event of a death in his or her immediate family, and one (1) day for the death of other relatives for attendance at the funeral. *Immediate family* is defined as spouse, children, stepchildren, parents, brothers, sisters, step-parents, step-brothers, step-sisters, mother-in-law, father-in-law, grandparents, grandchildren or legal guardian or ward.

In the event that the employee is on paid leave at the time of the death of an immediate family member, the leave will be converted to bereavement leave. Should a unit employee require additional off-duty time (over the approved bereavement leave) to assist with making funeral arrangements and/or attending funerals or memorial services for family members as outlined in this section, they must obtain written approval from the Chief (which will not be unreasonably denied), and thereafter will be able to utilize their Vacation/Earned Paid Time for such purposes.

Section 3: Military Leave: Leaves of absence for military service shall be in accordance with the provision of State Law (26 M.R.S.A. Section 811). Any full-time employee who is a member of the National Guard or Reserve Unit of the United States Armed Forces shall be entitled to two (2) weeks leave of absence for the purpose of serving with said unit which shall not be considered vacation leave. The Town agrees to pay the difference between the employee's Town salary and the National Guard or Reserve pay for that period. In order to be eligible for payment, employees must furnish a written statement from the appropriate military official showing the date and time served and the amount of pay received.

Section 4: Court Leave: Unit employees called for jury duty will receive their regular salary from the Town during jury service, less any amount received for serving on a jury if the service is required on a duty day. If dismissed during the day, the employee, if on duty, will report for duty after dismissal. Any employee summonsed as a witness on behalf of any local, county, state or national government, shall be granted court leave and will receive their regular salary from the Town during such leave, less any amount received for serving as a witness. The payment of regular salary, less any fees received for services concerning a summons for a non-governmental purpose, shall be left up the discretion of the Town Manager.

Section 5: Family Medical Leave: The Family and Medical Leave Act (FMLA) entitles unit employees to take unpaid, job-protected leave for specified family and medical reasons. The FMLA will be administered pursuant to 29 CFR Part 825 and the Town will provide unit employees with updated information on FMLA benefits on an annual basis.

Unit employees must give the Director at least a thirty (30) day written notice whenever possible if leave is to be requested under FMLA, otherwise written notice shall be given as soon as practicable. The employee shall be required to provide sufficient information for the Director to determine if the leave may qualify for FMLA protection and the anticipated timing/duration of the leave.

Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees may also be required to provide medical certification and periodic recertification from the appropriate healthcare provider [at the employee's expense] supporting the need for the family leave.

Employees receiving town health care insurance will be responsible for paying their share of the cost of such insurance while on FMLA leave.

Section 6: Leave Without Pay [LWOP]: The Town Manager, with the recommendation of the Director of the Department, and at his sole discretion, may grant permanent members of the Bargaining Unit a leave of absence without pay. Such leaves of absence shall not exceed six (6) months in length and may only be granted when it appears, because of the past record of the employee, or because of the purposes for which the leave is requested, that it is in the best interests of the Town to grant such leave. Employees must first utilize all available paid leave before

requesting a LWOP. An employee granted LWOP shall not accrue paid additional paid leave while on LWOP and is responsible for paying all health insurance costs while on such leave.

Section 7: Trading of Time: Unit employees may substitute [trade-time] for each other with the prior written permission of the Director and/or his designated representative. Employees must normally be within the same classification (ex. Paramedic for paramedic). Requests for trade-time must be submitted in advance of the requested trade. Permission to trade-time shall not be unreasonably denied. It shall be understood that trading of time [swapping shifts] shall be voluntary on the part of all unit employees involved and that approval shall not result in any Town liability for payment of overtime wages.

ARTICLE 13 HEALTH AND SAFETY

Section 1. The Town will continue to assure that safe and healthful working conditions are provided for unit employees pursuant to existing law, rule or regulation. The Union agrees to cooperate with the Town by encouraging unit employees to work in a safe manner and wear protective clothing and equipment prescribed by the Town and to report observed safety and health hazards to the Town in accordance with applicable procedures. In addition, the Parties agree to work together through the Labor-Management Committee to address department safety issues and improvements.

Section 2. Personal Protective Equipment: The Town shall continue to furnish and maintain at no cost to the employee, all required PPE to include all respiratory protection equipment, gloves, gowns, face shields and eye protection as well as reflective, ANSI approved traffic vests.

Other PPE to include ballistic protective body armor and helmets shall be furnished in sufficient quantity of sizes to meet the needs of all on-duty crews. Additionally, cold weather jackets shall be made available in sufficient quantity of sizes to meet the needs of all on duty crews.

All PPE, whether existing or promulgated during the term of this agreement shall provide the highest level of worker protection from among Federal, State, Local or departmental standards, whichever is more stringent.

Section 3. Maintenance of Apparatus and Equipment: The Town shall continue to provide all unit employees with the necessary tools of the trade and safety gear, as required by law or otherwise required by the EMS Chief to perform all essential duties. In addition, the Town shall continue to provide for the inspection, testing, proper maintenance, and update of tech of EMS apparatus and all EMS equipment used by unit employees. The Town shall continue to take prompt and appropriate action when an unsafe condition is reported to or observed by the Town. Repairs and maintenance will be accomplished by qualified personnel only. The Town agrees that all emergency motorized EMS apparatus will receive top priority for maintenance or repair. The Town further agrees that any portable EMS equipment found to be deficient will be immediately taken out of service until properly repaired or replaced.

Section 4. Outfitting: All on-duty employees shall be provided with a transceiver portable radio in proper working order for the duration of their duty shift. All clothing, personal equipment, protective gear, tools, communication devices, etc., purchased for an employee shall remain the property of the Town. It is incumbent upon each employee to properly maintain and care for these items at all times. All such items provided to employees by the Town shall be returned to the Town when directed by the EMS Chief or upon employment separation. Final payout of any unused accrued time will not be paid until all equipment issued and/or provided to the Unit employee is returned as required in this section.

ARTICLE 14 HOURS OF WORK AND OVERTIME

Section 1: Staffing: Staffing of the department will be accomplished utilizing the current combination of Full Time and Per Diem personnel. Staffing numbers and levels will be determined by management based on call volume needs, and the staffing model employed to meet such needs.

Section 2: Hours of Work: The standard work period for full-time unit employees shall be an average of thirty-six [36] hour per week. Per Diem personnel will continue to be scheduled on an as needed basis.

Section 3: Schedule for FT personnel: Full time personnel will be scheduled utilizing a three-shift rotating schedule of 24 hour and 12 hour shifts that average 36 hours per week (see attached "ABC" template). Such schedule will be implemented no more than 60 days after a minimum of 2 FT personnel have been retained at the FT EMT, and FT Paramedic level. Full Time personnel shall select their shift based on seniority, within ten (10) calendar days after the seniority list has been posted.

Section 4: Open Shifts: Open shifts that occur at least 12 hours before the beginning of the shift will be filled utilizing a process that offers the open shift to Per Diem personnel, then Full Time Personnel, and then finally utilizes forced overtime.

Section 5: Overtime: All hours worked in excess of forty hours per week shall be paid for at one and one-half (1 1/2) times the employee's base hourly rate. There shall be no "stacking" of overtime (i.e., no overtime-on-overtime hours.)

a. **Overtime Distribution:** The opportunity for overtime work shall be distributed equally to all Full-Time employees. On each occasion when overtime is available, the opportunity to work overtime shall be offered to the employee in accordance with the "overtime rotation list." A Standard Operating Procedure, as mutually agreed upon by both parties, will outline the process for overtime distribution.

Unit employees may not work more than forty-eight (48) continuous hours without the Director's approval.

Section 6: Mandatory [Forced] Overtime: Mandatory overtime will be defined as overtime caused by an opening in a shift that is not covered by voluntary overtime or by per-diem coverage. Forced/Mandatory overtime will be used after exhausting voluntary overtime and the use of per-diems to fill vacant Full-Time shifts.

Section 7: Call Back Overtime: Any Full-Time employee called to work or required to stay outside of his regularly scheduled shift shall be paid for a minimum of two hours at the rate of time and one-half. Full Time employees who are held over for more than two hours will be moved to the bottom of the force-in list.

Section 8: Training & Staff Meetings: Unit employee attendance at department training and department staff meetings will be compensated at regular hourly pay rates for actual time attended; except, if attendance at required training results in an employee working more than forty (40) hours in any given work week, the employee will be paid overtime for any hours exceeding forty (40) hours.

ARTICLE 15 BENEFITS & WAGES

Section 1: Healthcare: The Town agrees to participate in the cost of health insurance by maintaining coverage with the Maine Municipal Health Insurance Trust at coverage level POS 200 Plan for all fulltime unit employees. The Town shall pay 90% of the cost of the health insurance premium for the full-time unit employee only. The full-time unit employees shall be responsible for 10% of the healthcare premium. The Town shall pay 65% of the cost associated with electing the dependent care coverage, and the employees shall pay 35% of that cost.

- a. The Town shall reimburse Full-Time Unit employees up to \$200 for healthcare expenses to cover the plan deductible and out-of-pocket expenses.

Section 2: Dental Care: The Town shall provide a Dental Insurance Program for Full Time employees and shall pay 100% of the cost of coverage for the employee. The Town shall not pay any additional cost of dental insurance covering eligible dependents; any such additional cost is paid by the employee.

Section 3: Flex Spending Account: The Town will sponsor a flexible benefit plan pursuant to Section 125 of the Internal Revenue Code which will allow eligible Full-Time employees the option of contributing pre-tax wages to the plan for the purpose of paying the employees portion of any health insurance on dependent family members selected by the employee. The flexible benefits plan will also allow Full Time employees the option of contributing pre-tax wages to the plan so that funds will be available to reimburse the employee for certain qualified health related expenses that are incurred by the employee and dependent family members that are not covered by the medical insuranceplan.

The Town will provide record keeping services necessary to administer the flexible benefits plan. The Town may elect to employ an outside firm as a third-party administrator of the flexible benefits plan. If after the Town has retained an outside firm and it is determined that the level of employee participation in the plan does not justify the Town's cost of retaining the outside firm, then the obligation of the Town to continue to sponsor and maintain the plan will end. As a result, to the extent of applicable law, all administrative fees or costs that may be incurred as a result of retaining an outside firm as a third-party administrator of the flexible benefits plan shall be borne by either the employee accounts in the plan or directly by the employees who elect to continue to participate in the plan.

The agreement of the Town to establish a flexible benefits plan and to provide certain employee benefits through the plan shall not require the Town to establish an employee benefits arrangement that does not comply in all respects with all of the eligibility, nondiscrimination and other legal requirements imposed on flexible benefit plans by the Internal Revenue Code, the Employee Retirement Income Security Act and other applicable law.

Section 4: Payment in Lieu of Town Healthcare & Dental Insurance: To the extent permitted by the Town's Health Insurance Plan, Full Time employees who are currently covered under the

Town's plan and who provide written proof that they are covered under another person's health care plan may request that:

- a. They waive coverage under the Town's plan, and
- b. They receive an annual payment of \$2,500.00 to be paid on a pro-rata hourly basis over the course of each fiscal year.

Employees making this request must provide the Town with written proof of alternate coverage annually and shall notify the Town immediately upon any lapse or change in the alternative coverage.

Section 5: Disability Insurance: The Town shall make available short-term disability income protection and long-term disability insurance, subject to the minimum participation requirements of the insurance carrier, following completion of thirty (30) days of employment. The entire cost of this benefit shall be paid by the Full-Time employee.

Section 6: Life Insurance: Full Time Employees who enroll in the health insurance program shall be provided life insurance in the amount of one times (1x) their annual salary, which takes effect on the first day of the second month following the date of employment. The entire cost of this coverage is paid by the Employee.

Section 7: Retirement: The Town agrees to provide Full-time unit employees (and Per Diem employees currently enrolled as of ratification of this Agreement) with retirement benefits under the Maine Public Employees Retirement System Program (MainePERS) AC plan. After ratification of this Agreement, the parties agree to perform an actuarial study to explore the costs of moving to the MainePERS "2C" Plan. The parties further agree to take all steps necessary to move to the MainePERS "2C" Plan on 7/1/22. The Town's monetary participation will be solely limited to its statutory obligation to pay its contributory share of the retirement amount as set by MainePERS annually, and the Town shall not be required or obligated to make any monetary contribution in or for the purchase of any other retirement credits from MainePERS.

In addition, Unit Employees are eligible to establish and contribute to accounts under the Town's 457 Deferred Compensation Plan but shall not be eligible for any matching contributions from the Town.

Section 8: Wages: The wage scale for bargaining unit employees is outlined in Appendix A of this Agreement, and goes into effect on 7/1/2021, or upon ratification by both parties if later than 7/1/21. The Employees shall be eligible for step increases based on time-in-grade from the anniversary of their employment. The pay period for unit employees shall be a two-week period. The Town has the discretion to hire lateral Full-time employees up to Step 4 on the pay scale; however, such hires shall only be entitled to seniority as of their hire date. The Town has the discretion to hire lateral Per Diem employees up to Step 3 on the pay scale; however, such hires shall only be entitled to seniority as of their hire date.

a. **Officer Stipends:** Full Time or Per Diem Unit Employees selected by the Director will be paid an hourly stipend for satisfactory performance of the tasks associated with each of the Officer roles as described within the correlating position descriptions according to the schedule below:

1. Training Officer – (1 member)	\$0.25
2. Supply Officer - (1 member)	\$0.25
3. Scheduling Officer - (1 member)	\$0.25
4. CQI Officer - (1 member)	\$0.50
5. CQI Committee (up to threemembers)	\$0.25 each

b. **Required Certifications & Training:** Where required as a condition of employment, cost of all required certification/training programs will be paid in advance of the program by the Town. Should the employee not complete or not pass the program, the costs associated with the program may be recovered from the employee by the Town.

Section 9: Uniform Allowance: Upon ratification of this Agreement, Full-time employees will continue to provide with uniforms, consisting of a job shirt, polo shirt, and protective gear as specified in the Agreement. Commencing upon ratification, full-time employees will also receive an annual \$350 uniform allowance to purchase pants and boots from Town-approved vendors.

Per Diem employees will continue to be provided with uniforms, consisting of a job shirt, polo shirt, and protective gear as specified in the Agreement. Worn or damages clothing will be replaced by the Town.

ARTICLE 16 DURATION AND CHANGE

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

Section 2: Maintenance of Benefits: It is mutually agreed that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this Agreement shall remain in full force and effect throughout the duration of this Agreement subject to established procedures for changing these negotiable benefits or terms and conditions of employment as outlined in this Agreement.

Section 3: Severability: In the event that any provision of this Agreement is found to be in conflict with any law of the State of Maine or existing Ordinance of the Town of Winthrop, such invalidity shall not affect the validity of the remaining provisions. The parties shall meet as soon as possible to negotiate a substitute provision when necessary.

Section 5: Duration of this Agreement: This Agreement shall be in effect and binding upon both the Town and Union during the period July 1, 2021, through June 30, 2024. In the event that collective bargaining shall not have been successfully completed prior to the expiration of said Agreement, the parties hereto agree that the provisions of this Agreement shall remain in full force and effect until such time as a successor agreement has been negotiated and executed by the parties.

APPENDIX A

Medic

	<u>0-1 yr</u>	<u>1-5 yr</u>	<u>5-10 yr</u>	<u>10-15 yr</u>	<u>15+ yr</u>
CBA Yr 1	\$20.92	\$21.44	\$21.98	\$22.53	\$23.09
CBA Yr 2	\$21.44	\$21.98	\$22.53	\$23.09	\$23.67
CBA Yr 3	\$21.55	\$22.09	\$22.64	\$23.21	\$23.79

Advanced

	<u>0-1 yr</u>	<u>1-5 yr</u>	<u>5-10 yr</u>	<u>10-15 yr</u>	<u>15+ yr</u>
CBA Yr 1	\$16.51	\$16.92	\$17.34	\$17.77	\$18.21
CBA Yr 2	\$16.92	\$17.34	\$17.77	\$18.21	\$18.67
CBA Yr 3	\$17.00	\$17.43	\$17.86	\$18.30	\$18.76

EMT

	<u>0-1 yr</u>	<u>1-5 yr</u>	<u>5-10 yr</u>	<u>10-15 yr</u>	<u>15+ yr</u>
CBA Yr 1	\$13.93	\$14.28	\$14.64	\$15.01	\$15.39
CBA Yr 2	\$14.28	\$14.64	\$15.01	\$15.39	\$15.77
CBA Yr 3	\$14.35	\$14.71	\$15.09	\$15.47	\$15.85

Increase: 2.50%

For the Union (IAFF Local 5176)

Signature

Printed Name

Date: _____, 2021

For the Employer (Town of Winthrop)

Jeffrey Kobrock, Town Manager

Date: _____, 2021