

AGREEMENT

between the

CITY OF SACO

and

**SACO PROFESSIONAL FIREFIGHTERS ASSOCIATION,
I.A.F.F., LOCAL 2300, AFL-CIO-CLC**

July 1, 2018 – June 30, 2019

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ARTICLE 1 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the full-time firefighters, Lieutenants, and Captains for the purposes of collective bargaining and entering into agreements relative to salaries, wages, hours, and working conditions.

ARTICLE 2 – DEFINITIONS

- A. The “City” shall mean the City of Saco, the City Administrator, or a designated representative who has the authority to represent the City for all agreements finalized between said representatives and the Saco Professional Firefighters Association, I.A.F.F., Local 2300, AFL-CIO-CLC, hereinafter known as the “Union”.
- B. The “Chief” shall mean the Fire Chief of the Saco Fire Department or his/her designated representative.
- C. The “employees” shall mean all full-time firefighters, Lieutenants, and Captains of the Saco Fire Department.
- D. “Per Year”, or any reference to an annual time frame, shall mean from July 1st of the calendar year until June 30th of the next calendar year.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes that this Agreement shall be effective to the extent that it is consistent with the rights conferred upon the City in accordance with the City Charter and the Municipal Public Employees Labor Relations Law, 26 M.R.S.A. §961 et. seq., as amended. The City retains the rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. It is recognized by way of illustration and not by way of limitation that such rights and authority include, but are not limited to, the right and authority to exercise control and discretion over the organization and the efficiency of the operations of the department; to set standards for service to be offered to the public; to direct the employees of the department, including the right to assign work and overtime, to hire, examine, classify, evaluate, promote, transfer, assign, and schedule employees in positions with the City; to suspend, demote, discharge, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other legitimate existing methods of operation, equipment or facilities; to establish, implement and maintain effective safety, health and property protection measures, to create, modify or delete the rules and regulations; to take necessary action to carry out the mission of the department in cases of emergency.

ARTICLE 4 - UNION RIGHTS

A. Security

All employees will, after six (6) months, join the Union or exercise the option outlined under Fair Share. No employee shall be favored or discriminated against either by the City or by the Union because of his/her membership or non-membership in the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

B. Fair Share

An employee, who chooses not to join the Union, will as a condition of employment, sign a written payroll authorization deduction, within thirty (30) days of completing the probationary period, in the amount certified by the Union to be the pro-rata assessment that defrays the costs for negotiations and contract administration. The pro-rata assessment will not exceed the dues paid by members of the Union. The non-member will be subject to initiation fees and assessments, as established by the Union. The Union will provide a "religious exemption" upon written, satisfactory proof of the need of exemption.

C. Check-Off

The City shall deduct regular weekly dues upon receipt of a signed authorization form from the employees (a copy of which is to be retained by the City) and a certified statement from the Secretary/Treasurer of the Local Union as to the amount of the dues. All such forms shall be supplied by the Union and be acceptable to the City. The City shall forward all such dues so collected to the Secretary/Treasurer of the Local Union. The dues shall be deducted from each paycheck and the City shall forward the dues so collected to the Union each month following the month of deduction. The Union shall indemnify and save the City harmless against all claims and suits, which may arise by reason of any action taken in making deduction of said dues and remitting the same to the Union pursuant to this Article.

D. Meetings

1. Regular Meetings

The Union shall be permitted to hold regular monthly meetings in the station on the first Tuesday of each month at 7:00 P.M. Said time and day may be changed only by agreement between the Chief or Deputy and the Union.

2. Other Meetings

Other meetings may be held in the station, with the approval of the Chief or

Deputy. On duty employees must be ready to respond to emergency calls while attending meetings.

E. Leave

One (1) Union officer, acting in an official capacity as a member of the grievance committee and four (4) Union officers, acting in an official capacity as the negotiating committee, shall be granted leave with pay provided that sufficient notice is given to the Chief or Deputy so that said Chief or Deputy may secure a substitute(s) and further providing that said leave is for the purpose of grieving or negotiations respectively pursuant to the terms of the Agreement. It is expressly understood that the total time given by the City for these purposes shall not exceed twenty-four (24) hours per year. Negotiations will be moved to the fire station so that on-duty employees may negotiate and also may be available to respond to emergencies.

ARTICLE 5 - PROBATIONARY PERIOD

All new or former City employees are considered a probationary employee until twelve (12) months of employment is completed. Employees will be reviewed quarterly while on probation. After six (6) months of employment, such employees will be subject to the provisions of this Agreement. The City will have the unlimited right to terminate without just cause the employment of any probationary employee at any time during the probationary period.

ARTICLE 6 – SENIORITY

A. List

The Fire Chief shall establish a seniority list, which shall be posted on the station bulletin board by 5:00 P.M. on January 5th. Seniority shall be interpreted to mean length of continuous service within the unit from the date of last hire. Said list shall remain on the bulletin board for at least thirty (30) days and any objection to said list must be made within this time limit in writing to the Fire Chief and the Union, or the list shall stand approved. Immediately following approval of the list, the Fire Chief will provide three (3) copies to a Union Official. Each year thereafter, the list will be re-posted on January 5th, deleting employees who have left the department and adding new employees. Seniority begins to accrue when a new employee physically starts work with the Fire Department.

B. Interrupted Service

Service interrupted by an approved leave of absence, sick leave, vacation, lay-off of less than twelve (12) months, or other leave provisions of this Agreement, shall not be considered as an interruption in service in the computation of the seniority list.

ARTICLE 7 - LAYOFF AND RECALL

A. Layoff

In the event that it shall become necessary during the term of this Agreement to reduce the work force of the Department consistent with the terms of this Agreement, such reduction shall be accomplished by layoff of the least senior employee. It is expressly understood that the least senior employees remaining after a layoff may be required by the Chief to resume ambulance duty in accordance with Article 12 §D of this Agreement.

B. Recall

When additional personnel are hired, all employees laid off will be offered re-employment in the reverse order of layoff. Recall rights shall extend for a period of twelve (12) months from the effective date of the layoff provided that, all required licenses and certifications held at the time of the layoff are still valid.

ARTICLE 8 – PROMOTIONS

A. Eligibility

1. To be eligible to take a promotional examination for the position of Lieutenant, an employee must have served a minimum of four (4) years of full time continuous service in the Saco Fire Department. Any member who will become eligible for the promotion during the two year period that the written exam is valid may take the exam. Final eligibility will be determined by the date in which the Fire Chief is notified in writing of a vacancy.
2. To be eligible to take a promotional examination for the position of Captain, an employee must be currently working as a Career Lieutenant in the Saco Fire Department or have a minimum of eight (8) years of full time continuous service in the Saco Fire Department. Any member who will become eligible for the promotion during the two year period that the written exam is valid may take the exam. Final eligibility will be determined by the date in which the Fire Chief is notified in writing of a vacancy.

B. Establishing a "List of Qualified" Candidates

1. A written exam to establish the 'List of Qualified' Candidates will be administered every two years in the month of April.
2. Any member wishing to participate in written exams for promotion shall notify the fire chief in writing of his/her intent to take the written exam no later than March 1st in the year that the exam is being administered.
3. Written exam questions will be generated from the list of materials to be used as study guides that is posted in January of each year.

4. The names, in order of test results of all exam takers for each position, Captain and Lieutenant, shall be posted on the union bulletin board within 30 days of the exam being administered.
5. The top five scorers on the written exam for each position Captain and Lieutenant shall be considered 'Qualified' for promotion should a vacancy occur during the two year period.

C. Procedures

1. When a vacancy in the rank of Lieutenant or Captain occurs, notice of said vacancy shall be posted on the department bulletin board, within thirty (30) days after the Chief has notice that said vacancy exists.
2. Within 60 days of having notice of said vacancy, the fire chief shall cause an Oral/Assessment Exam to be administered by fire department executives, from outside the department, who have been requested by the Chief to serve. The Chief or Deputy Chief will be permitted in the oral/assessment boardroom, but shall not participate in the oral/assessment boardroom proceeding.
3. Only those on the List of Qualified Candidates will be allowed to participate in the Oral/Assessment Exam.

D. Scoring

1. The scoring of the promotional process shall be based on a maximum of one hundred (100) points.

a. Written Exam	50 points
b. Oral/Assessment	40 points
c. Length of Service	10 points
2. Length of Service points will be determined by the date in which the Fire Chief is notified in writing of a vacancy. In calculating the above length of service, points will also be added based upon the following:

a. 4 -5 years	2 points
b. 6 - 8 years	4 points
c. 9 - 11 years	6 points
d. 12 - 15 years	8 points
e. Over 16 years	10 points

E. Appointment of Promotion

1. The Chief shall post the top three scores and confer with the Deputy Chiefs as to the final selection. The selected candidate shall be one of the top three (3) rated employees.

2. Vacant positions shall be filled within 30 days of the completion of the Promotional process.

F. Clarification of Intent

1. In the event of multiple openings for the position of Captain or Lieutenant in the two year period, the List of Qualified candidates will be created from the top five scorers remaining on the list.
2. A firefighter who meets eligibility for both Lieutenant and Captain may take both exams and may be on the List of Qualified Candidates for both Captain and Lieutenant.

ARTICLE 9 - WORK HOURS

A. Regular Work Cycle

The regular work cycle shall average not more than forty-two (42) hours per week. Shift change shall occur at 0700 hours each day and will not be altered except by mutual agreement.

B. Work Week Sub-Cycle

The regular workweek schedule shall be:

1. Twenty-four (24) hours on
2. Forty-eight (48) hours off
3. Twenty-four (24) hours on
4. Ninety-six (96) hours off

Employees in Seniority Positions 33, 34, & 35 may be assigned to a regular work schedule that consists of four-12-hour (07:00 – 19:00) shifts with four days off. Once Seniority Position 36 is filled and the employee has completed the orientation period, all employees in positions 33, 34, 35, & 36 will be assigned to the regular workweek schedule as outline above.

Employees in Seniority Positions 37, 38, & 39 may be assigned to a regular work schedule that consists of four-12-hour (07:00 – 19:00) shifts with four days off. Once Seniority Position 40 is filled and the employee has completed the orientation period, all employees in positions 37, 38, 39, & 40 will be assigned to the regular workweek schedule as outline above.

C. Officer's Schedule

When mutually agreed between the Chief and the Captain and/or Lieutenant, the Captain's or the Lieutenant's regular work hours may be changed to forty (40)

hours per week, 7 A.M. to 4 P.M., not to exceed two (2) weeks per year.

D. Holdover

It is expressly understood that employees may work up to fifteen (15) minutes beyond the end of the shift without the payment of overtime by the City. It is further expressly understood that employees may leave prior to the end of their shift if a qualified replacement is on duty. This section shall be consistent with present practice in the department.

E. Non-working & Training Time

Employees may utilize their personal quarters after all working and trainings are completed, after 1700 hours Monday through Friday, 1200 hours on Saturday, and any time on Sundays and holidays.

ARTICLE 10 - PAID LEAVES OF ABSENCE

A. Vacation - Employees shall be entitled to their vacation accrual after completion of their six (6) months of employment.

1. Vacation shall begin accruing as follows:

Accruals	Hours	Bi-weekly
Date of Hire through 4 yrs	96 hours	3.692 hours
Beginning 4 th yr through 9 th yr	144 hours	5.538 hours
Beginning 9 th yr through retirement	192 hours	7.385 hours

Employees who have completed twenty-five (25) years of service shall receive an additional forty-eight hours of vacation in recognition of their service to the employer. This additional one-time bonus shall only apply during the employees 25th year of service.

2. Vacation may only be taken in 24-hour or 12-hour blocks. If an employee elects to take a 12 hour block of vacation then sick leave shall not be allowed during the other 12 hours of that shift. If an employee calls in sick during the other 12 hour period then the entire 24 hours will be charged to vacation time.

3. Schedule: Vacation picks will be reset on July 1st of each year. The Chief shall schedule all vacations according to seniority as follows. Subject to the limitations of this section, vacation periods will be selected by the employees according to seniority and through the following system:

a. A junior person's first choice vacation request has

precedence over a senior person's second, third or fourth choice of vacation. A senior person's first two consecutive weeks counts as a first choice of vacation.

- b. If a period is still unclaimed, one (1) employee may claim it by posting on the board, his/her name and the vacation period which she/he is choosing, provided that during the seven (7) days that the posting is on the board, it is not claimed in the first five (5) days of posting by the senior employee.
- c. Two employees per shift may take vacation or a floating holiday at the same time provided that current overtime funding to support the 'Eighth Person Coverage' is appropriated and available to support current practice of 8th Person hiring, in the fire department budget. Should this funding be eliminated or temporarily suspended due to lack of available funds to support current practice of 8th Person hiring, no more than one (1) employee per shift will be allowed to take vacation or floating holiday at the same time. Approved vacation requests prior to the date if/when the 8th Person Hiring is temporarily suspended shall be honored.
- d. The Chief shall have the right, to assign Deputies, Captains, and Lieutenants provided a Captain or Lieutenant is not scheduled for vacation at said time, to shifts other than their regular shift to ensure that there are sufficient officers available for department supervision at all times.
- e. Short Posting: Short Posting shall be defined as the ability of a member to claim a previously unclaimed 12 or 24 hour block that is to occur within the next six days as requested vacation time off. Vacation requests using the Short Posting Clause require the same posting on the bulletin board procedure as outlined in paragraph b., but the duration of the posting is reduced to 3 days.

4. Vacation Accumulation

- a. Entitlement to vacations under this section shall be determined as the employee's anniversary date each year and accrued on a bi-weekly basis. From June 1st through September 1st no employees shall be allowed to take more than ninety-six (96) consecutive hours. Accruals shall be at no more than their required limit for that year on the employee's anniversary. It is the responsibility of the employee to be aware of their vacation accrual and department vacation availability.

b. At the employee's anniversary date only the maximum accrued vacation may be carried forward. Beginning July 1, 2010, vacation time off shall be scheduled at such time or times as shall be mutually agreeable to the employee and the employer, except in the case where the employee fails to schedule or take vacation time off within the prescribed time and in such cases the employer may direct the employee to take the time off.

5. Split Vacations

The employee may split vacation time as noted in Article 10, Section A, Item 2 above. An employee may request by seniority any time that has not been requested. A request for forty-eight consecutive hours of vacation will have priority over a request for a twenty-four or a twelve hour vacation. A request for twenty-four consecutive hours of vacation will have priority over a request for a twelve hour vacation.

6. Separation of Employment

Upon separation of employment, 100% of accrued vacation time will be paid to the employee in his/her last pay check.

B. Sick Leave

Accrual: Sick leave shall accrue at the rate 4.615 hours per pay period to a maximum one thousand four hundred and forty (1440) hours.

1. Personal Use

Personal sick leave may only be used for personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position. In the event that an employee is placed on light duty restriction by a physician, he/she may request a light duty assignment in lieu of using sick. The Fire Chief will determine if a suitable assignment is available and the schedule the employee will work. If mutually agreed upon, the employee will work the light duty assignment. Sick leave shall be used in twelve (12) hour blocks and an employee must call in for each twelve (12) hour period during their shift, however, if an employee is capable of returning to work before the twelve (12) hour block they will be allowed and only hours actually used shall be charged to sick time. In order for an employee to use sick leave, the employee must call in before 6:00 a.m. for the day shift and 3:00 p.m. for the night shift. The employee shall make every effort to schedule medical appointments during scheduled days off. Employees

will be allowed to use sick leave in less than twelve (12) hour blocks.

- a. Light Duty: In the event that an employee is placed on light duty restriction by a physician, he/she may request a light duty assignment in lieu of using sick time. The Fire Chief will determine if a suitable assignment is available and the schedule the employee will work. The schedule may be Monday through Friday, with hours similar to the administration office, up to forty-two (42) hours per week. If mutually agreed upon, the employee will work the light duty assignment. An employee on a light duty assignment will not be counted toward the number of on-duty staff available for operations.

2. Family Use

Family sick leave may also be used for attendance, upon members of the family within the household of the employee, when their illness or physical incapacity requires care by such employee, not to exceed sixty (60) hours per year, to be charged on an hour-by-hour basis. When the individual calls in sick for a family sick day, he/she will advise the department if he/she will be out the entire shift. If not, he/she will advise the department approximately how long he/she will be out. When utilizing family sick leave, employees will make every effort to call prior to 6:00 a.m., but it is understood, due to the nature of family illness, that an employee may not be able to do so. While on duty, if an employee receives notification of an illness or injury at home that requires his/her attention, said employee shall be granted family sick leave immediately and will not be required to wait while a replacement is found.

3. Absence in the Line of Duty

It is expressly understood that sick leave will not be charged against an employee's accumulation for injuries sustained in the line of duty.

4. Notification of Sick Leave Accumulation

The City will inform each employee of his/her sick leave accumulation on each pay stub.

5. Pay for Unused Days

- a. At retirement or voluntary separation after completing ten (10) years of continuous service, an employee shall be paid thirty-five percent (35%) of the employee's accumulated sick leave.

- b. At retirement or voluntary separation after completing twenty (20) years of continuous service, an employee shall be paid fifty percent (50%) of the employee's accumulated sick leave.
- c. At retirement or voluntary separation after completing thirty (30) years of continuous service, an employee shall be paid seventy percent (70%) of the employee's accumulated sick leave.
- d. Any payment of the employee's sick leave paid under Subsections 5A, B or C above shall be paid by the employer into a Retirement Health Savings account set up in the employee's name under the terms and conditions approved by separate agreement with the provider, ICMA-RC, as approved by the Union.
- e. In the event of the death of an employee while employed by the City, one hundred percent (100%) of all unused accrued sick leave shall be paid to the spouse, if any, or if none, then to the employee's estate.

6. Attendance Incentive

The employer shall grant twelve hours off to any employee who uses forty eight (48) hours or less sick time in a six month period beginning with the period July 1, 2016 to December 31, 2016 and six month periods thereafter. There is no cash value to these time-off periods-time off only. Days cannot be banked and must be used within the following six month period. Requesting time off to take this attendance incentive time shall follow the vacation requesting policy.

7. Examination

- a. In any case where an injury or illness has caused an absence for more than three (3) consecutive work shifts; the injured or ill employee may be required to provide a doctor's certificate that said illness or injury does not restrict his/her firefighting ability. The City will pay the cost of the employee's doctor bill that resulted from the employee obtaining the slip.
- b. Nothing in this section will prohibit the City from requiring said employee from submitting to a physical examination by a doctor of the City's choice, at City expense, to determine whether said illness or injury, as per "A" of this section, impairs his/her fitness for duty. Said employee must be certified as fit to remain on active status with respect to

said illness or injury.

- c. Any employee being rendered incapable of active status per this section, retains the right to challenge such rendering by having an examination by a physician of his/her choice, provided that the employee physician is of equal caliber to the City's choice of physician or better.
- d. When employees are on sick leave they are expected to remain at their residence excepting travel to the doctors, pharmacy or for other medical treatment.

C. Bereavement Leave

1. Bereavement leave without loss of pay, not to exceed twenty-four (24) hours (one shift) excluding the day of death shall be granted for the death of the following: spouse, child, parent, grandparent, siblings, parents-in-law, brother or sister-in-law. Twelve (12) hours of leave shall be granted for the death of an aunt, uncle, niece, nephew or first cousin.
2. Subject to the discretion of the Fire Chief or a designated representative, extra leave may be granted with consideration to closeness of relationship, the circumstances of the death, attendant family considerations and time required for travel not to exceed three calendar days in addition to the bereavement leave and charged to sick leave.

D. Holidays

1. The following are paid holidays, which shall be paid at twelve (12) hours:
 - a. New Year's Day
 - b. President's Day
 - c. Patriot's Day
 - d. Memorial Day
 - e. Independence Day
 - f. 9/11 Firefighter Day of Remembrance
 - g. Martin Luther King Day
 - h. Labor Day
 - i. Columbus Day
 - j. Veteran's Day
 - k. Thanksgiving Day
 - l. Christmas Day

The above-mentioned holidays shall be ready alert time. Columbus Day holiday may be used to train with the call department.

2. Floating Holiday

In addition to the above, all employees shall be entitled to one (1) floating holiday, after completing eight (8) months of work. A floating holiday is defined as twelve (12) hours, to be taken at the discretion of the employee, with the following conditions. Floating holidays shall begin at 7:00 a.m. or 7:00 p.m. and shall end at either 7:00 a.m. or 7:00 p.m.

- a. Floating holiday requests shall follow the provisions outlined under vacation "Section 4 –Requesting Vacation".
- b. A floating holiday may only be taken when there is no other vacation or floating holiday previously approved for that date, except as allowed under Article 10, Section A, Item 3c.
- c. Should an employee wish to take vacation for which she/he is eligible during the period that a floating holiday is scheduled, she/he must secure permission, as outlined in a. above, from the Chief.
- d. Once a floating holiday has been approved, an employee may not be called back for duty.

E. Emergency Leave

The on-duty station officer may grant an on-duty employee an emergency swap in the event of an emergency at home provided a qualified substitute is available. Emergency trade/swap time shall be paid back and charged as regular trade/swap time.

ARTICLE 11 - UNPAID LEAVES OF ABSENCE

A. An employee may be granted a leave of absence without pay by the Chief when approved by the City Administrator for a period no greater than one (1) year. Failure of an employee to return to work at the expiration of the leave without having arranged for an extension will be deemed as a resignation from the City's service. Full seniority rights shall be maintained during the absence. The Union shall be notified, in writing, of any such leave of absence within (1) week of the effective date, if possible. If due to an emergency, the leave of absence is granted, notification to the Union will be made as soon as possible thereafter.

B. Any employee who has been granted a leave of absence shall not receive benefits during the period of absence, other than his/her seniority standing. Any employee who has been granted a leave of absence shall give a status report of their absence every three months to the Chief and should the employee wish to return to duty at any time prior to the maximum of one (1) year allowed, they shall notify the Chief at least fourteen (14) days in advance of their return to duty.

C. The leave of absence shall be used for the purpose for which it was originally

intended. Failure to comply with the provision may result in the complete loss of employment rights.

D. Trading or Swap Time

1. Regular Swap

Trade/swap time may be granted by the officer in charge without limitations provided that it does not negatively impact department operations. Said leave of absence must be repaid within twelve months. The Chief retains exclusive rights to deny or resolve or revoke any previously approved leave of absence.

2. Educational Swap

Additional swap time may be granted for the purpose of attending an educational class. This swap time will not be charged to the previous allotted swap time and will have no limit on hours or amount. The purpose of this additional swap time is so that the employee can better himself/herself by attending classes that may be scheduled while he is on duty. The Union shall do the record keeping for educational swaps. The forms for educational swaps shall be clearly labeled "educational" with a copy going to the Chief or his/her designated representative.

3. Payroll Record

In the event that a swap of shifts is allowed, the employee who is the "employee of payroll record" is responsible for any overtime incurred by the Department if the substitute employee (swapping employee) fails to honor the swap by not filling the swapped shift. The employee requesting the swap must check with the OIC to see if the swap is approved or denied.

ARTICLE 12 - DUTIES OF FULL TIME FIREFIGHTERS

A. General Duties

The duties of employees shall be the prevention, control, and extinguishment of fires, the maintenance of equipment; readiness and appearance, the care and maintenance of all departmental quarters, the carrying out of the duties of the ambulance division and the fire prevention division, administrative duties for Lieutenants and Captains, and performing of duties during civil defense emergencies as long as these divisions form part of the department. However, nothing herein shall be construed as diminishing the current duties of the employees or as limiting duties to those consistent with prior practices or precluding the assignment of new duties to carry out the general purposes serviced by present duties as changing conditions of technology warrant, so long as said

reasons are legitimate. It shall be expressly understood that said washing, painting, or preparation for painting of departmental quarters shall not be required of the employees more than once (1) per year.

B. Prohibited Duties

1. Employee's duties do not include hanging banners.
2. Employees shall not be required to undertake major maintenance, construction and repair of department property.

C. Desk Watch

Desk watch shall be a regular part of the duties of employees and shall be assigned on a rotating basis between the hours of 0700 hours and 1700 hours. It is further understood by the parties to this agreement that when functions involving persons not members of the Saco Fire Department are being conducted in the fire station that an employee shall remain on desk watch until the conclusion of said activity. Any Captain working in a firefighter position shall do all the duties of said firefighter.

D. Ambulance Duty

1. The least two senior employees on the seniority list of each crew who are qualified to man the primary ambulance shall man the ambulance per Article 12, except when an employee is fulfilling their obligation for the ambulance rotation program per paragraph 2 of this article. The next two least senior employees on the seniority list of each crew who are qualified to man the second ambulance shall man the ambulance per Article 12.

a. The term "qualified" shall be interpreted to mean employees who have passed the EMT course or who have completed an equal or better training program. When new employees are hired and qualified for ambulance duty, they shall be so assigned as to relieve the senior employee on ambulance duty. However, the senior employee may elect to remain on ambulance duty or may return to ambulance duty upon written request to the Chief when a vacancy occurs and if s/he is still qualified. It shall be expressly understood that an employee may not move from the ambulance to a front line piece of apparatus until he/she has demonstrated that he/she is capable of operating said apparatus. The Shift Commander and Company Officer shall not be assigned ambulance duties.

b. Employees who are working on Swap Time shall assume the ambulance duties/responsibilities of the person who is the employee of record.

- c. When necessary, based on on-duty crews, the Shift Commander may alter duties/responsibilities, if it is in the best interest of the employee and the community fire protection & EMS needs.
2. On a quarterly basis, effective July 1, 2013, members in positions 1, 2, 3, and 4, shall have the opportunity to participate in the ambulance duty rotation program. Upon signing up, their obligation is to complete twenty four (24) hours as the patient care attendant on the primary ambulance each quarter. They will receive an additional \$.40 (forty cents)/per hour incentive through June 30, 2014 for their participation. On July 1, 2014, the incentive will increase to \$.80 (eighty cents)/per hour. Upon signing up for the program, the member agrees to participate until the next contract is executed.

Members in positions 5, 6, 7 and 8 will receive the incentive automatically on July 1, 2013, and the increase effective July 1, 2014.

Should a member move from positions 5-8 to positions 1-4 based on their shift assignment seniority, they will need to sign up for the ambulance rotation program in order to continue to receive the incentive.

3. With seven (7) full-time employees, the secondary ambulance may be used to cover all calls in Saco without transmitting a firefighter recall providing that all of the following criteria are met.
 - a. An intermediate EMT or higher licensed full-time employee is available to take the call. The second EMT shall be licensed at the basic or higher level.
 - b. The lowest two (2) qualified seniority members available take the call.
 - c. The front line apparatus is manned by an officer and two (2) operators.
4. With eight (8) full-time employees, the secondary ambulance may be used to cover all calls in Saco and mutual aid communities without transmitting a firefighter recall providing that all of the following criteria are met.
 - a. An intermediate EMT or higher license full-time employee is available to take the call. The second EMT shall be licensed at the basic or higher level.
 - b. The lowest two (2) qualified senior members available to take the call.

- c. The front line apparatus is manned by an officer and two operators.

E. Lieutenant

- 1. The Lieutenant will run the shift when the Captain is out, unless Deputy is assigned to run it as OIC.
- 2. If a Captain is next on the overtime list, the Captain will run the shift.
- 3. The Lieutenants are one rank below the Captains and as such assume all duties and responsibilities of an officer.

F. Coordinator Positions

- 1. EMS Coordinator, Fire Training Coordinator and Public Education Coordinator will each receive a stipend of two dollars (\$2.00) per hour.
- 2. Beginning July 1, 2013, the coordinator positions will have a two (2) year term. At the end of the each term, the coordinator positions will be reopened. The Chief will hold an application and interview process to determine the candidates to serve in the coordinator positions for next two (2) year term. The term for the current coordinator positions will expire on June 30, 2013.

ARTICLE 13 - NON-EMERGENCY WORK & TRAINING

A. Work and Training Time

Any non-emergency work and training may be scheduled from 0700 hours to 2200 hours, except that in-station training by an outside instructor may continue beyond 2200 hours, excluding holidays. Excluded from the aforementioned time will be one (1) hour for lunch and one hour for dinner. Saturday and Sunday days may be utilized for regular station duties and training sessions.

B. Prohibited Work and Training Time

No work or training will be scheduled following an emergency that occurs after midnight and has duration in excess of three (3) hours, with the exception of apparatus and equipment readiness. The Officer in Charge will determine when the apparatus and equipment is ready. This paragraph will pertain only to firefighters responding to the emergency.

C. No Harassment

It is expressly understood that work and training will not be used as a tool for harassment.

ARTICLE 14 - DETAILS TO OTHER CITY DEPARTMENT OR UTILITY COMPANIES

Employees shall not be detailed to other City departments or public utility companies except in the event of an emergency affecting the health, safety, and welfare of the City and its inhabitants. A labor dispute shall not be deemed an emergency. The term "detailed" shall not be construed to prohibit the assigning of employees operating Fire Department vehicles and pumps to other City departments for non-fire fighting purposes. Mutual aid shall not be deemed "detailing".

ARTICLE 15 - WAGES

A. Wage Scale

The wage scale is as attached in Appendix A to this Agreement.

B. Pay Days

Employees will receive their paycheck every other Friday.

C. Direct Deposit

Employees will have an option to have their entire pay check deposited directly into accounts they designate or receive their pay check at the work place.

D. Overtime Lists & Procedures

Overtime lists will be maintained in the following categories.

1. Regular Overtime: An open shift, expected to be greater than 5 hours in duration, which may be filled by any qualified employee.
2. Short-time Overtime: An open shift, expected to be 5 hours or less hours in duration, which may be filled by any qualified employee.
3. Mandatory Overtime: An open shift, any length in duration, in which no qualified employee has been found voluntarily from the regular or short time overtime list.
4. Officer Overtime: An open officer's shift, any length in duration, which must be filled by an officer due to regular shift officers being out.
5. Mandatory Officer Overtime: An open officer's shift, any length in duration, which must be filled by an officer due to regular shift officers being out, where no officer has been found voluntarily from the Officer Overtime list.
6. Overtime List Procedures: All overtime will be offered and lists

maintained in the following sequence.

- a. Overtime will be offered on a seniority rotation basis.
 - b. The Shift Officer will start at the top of the appropriate overtime list, going down the list until a qualified volunteer is obtained for the shift. A line indicating where the overtime offering stopped will be drawn.
 - c. Subsequent overtime offers will begin at the next qualified employee down the list, from where the line was last drawn. (For regular Overtime, refer to the "on Duty Exception" below).
 - d. If no employee is obtained voluntarily and the list is exhausted, the Shift Officer will resort to mandatory overtime.
 - e. When calling to offer overtime, the Shift Officer shall utilize daytime [0700-1900] and nighttime [1900-0700] phone numbers provided by the employee. It shall be the employee's responsibility to update the daytime and nighttime phone numbers whenever necessary. All overtime sheets and phone numbers will be kept in an overtime notebook in the Captains' office.
 - f. If there is no answer when placing a phone call, the Officer will leave a message or page if possible regarding overtime availability. If there is an immediate need and the Shift Officer receives no response to the page or message within five (5) minutes, then the employee will be considered unavailable and the next person on the appropriate list will be contacted. The Shift Officer may allow longer callback times if scheduling allows.
 - g. When an employee is offered a shift, their named-line on the list will indicate one of the following:
 1. Date and hours of shift worked.
 2. Refused – when the employee is contacted and refuses the shift.
 3. Not Available – when the employee is unable to be contacted or is responsible for creating the overtime.
 4. On Duty – when the employee cannot work the available shift because they are working their regular shift or working a swap for another scheduled employee. The box indicating OD on their named line will be circled and the date/hour line will be left blank.
7. On Duty Exception: When an employee cannot work a regular

overtime shift due to already working their regular shift or swap for a scheduled employee, they will be afforded a first offer for the next Regular Overtime offering. There will be no On-Duty Exception for anything other than Regular Overtime. When filling a Regular Overtime shift, the shift officer shall first refer to the On Duty column above where the line was last drawn on the list. Employees with a circled On-Duty box will be offered the shift first, on a seniority basis. Once the shift has been offered to an employee with a circled On-Duty box, the box will be crossed off unless they are unable to work due to being on duty again. In the event that the list rotates to the same on-duty employee again the new on-duty box will be circled and the previous on-duty box will be crossed off. It is the intent of this exception to allow up to and only one exception at any given time. If there are no employees with circled On-Duty boxes, or all such employees are unavailable to work the offered overtime, the list will resume at the next employee down the seniority list from where the line was drawn.

8. Foreseen Overtime

Foreseen overtime, such as fill-ins for openings during vacation, will be filled at least twenty-four (24) hours in advance, when possible. Foreseen overtime will be in twelve (12) hour increments. When a Chief Officer is acting as the OIC, the increments may vary.

9. Holdover Overtime

Unforeseen immediate need overtime will be offered to the individual on-duty/ going off-duty that is responsible for the position being covered. If that individual refuses, it will be offered to the remainder of the crew by seniority. If the remainder of the crew refuses, then the individual responsible for the open position may be forced to stay until a replacement can be hired from the list. If the immediate needed overtime is anticipated to be longer than five (5) hours, then short time overtime will be offered to the off-going crew until relief can be hired from the regular overtime list.

10. Officers Working Overtime

If there is no Captain on duty and a need for overtime arises, and a Captain has been hired from the list, then he/she will run the shift. If there is no Captain on duty, and a Lieutenant has been hired from the list, the Lieutenant from the assigned on-duty crew will run the shift, regardless of seniority.

11. Sick Coverage Overtime

Whereas self and family sick leave are typically used in twelve (12)

hour increments but may be used by the hour, an employee working overtime to cover self sick leave will work the hours as offered. Employees being offered over time to cover family sick will be advised they are covering family sick and will be released as soon as that employee reports to work.

12. Mandatory Overtime

If an employee who is contacted for voluntary overtime is next on the mandatory list, then they may be notified that they are on "standby" for mandatory overtime. As a result, the employee will be required to remain available for a period of up to one and one-half (1½) hours. In the event mandatory overtime is not required, the department will notify the employee and pay for time spent on standby. The standby employee will notify the Shift Officer of a contact number they can be reached during standby and will remain available.

Employees contacted for mandatory overtime and are unable to work due to illness may be required, at the Chief's or Deputy's discretion, to verify their illness with a doctor's note, at the City's expense.

The City may verify the unavailability of an employee by making telephone or personal contact with the employee during the period that mandatory overtime was needed.

An employee working mandatory overtime will work the entire shift, unless voluntary relief is available earlier.

13. Assigned Date of Overtime

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

14. Computation of Overtime

Employees will be paid for work hours performed in excess of their 42 hour workweek at the overtime rate of one and one half (1½) times their regular hourly pay rate. The averaging method for determining hours worked will be used in section A of this agreement for the purposes of computing overtime.

For the purpose of computing overtime, weekly hours worked will not include time compensated for sick leave, except in a week where an employee is forced in, or when sick leave is used for an on-the-job injury covering the period prior to Workers Compensation repayment.

15. Eighth Person Coverage Overtime Procedure

a. The City and the Union agree to follow an "Eight Person Coverage Procedure" that will be in effect as long as annual funding permits, at the discretion of the Fire Chief.

b. This procedure will be used only for filling the eighth person vacancy.

c. The Eighth Person Coverage overtime shifts will be only twelve (12) hours in duration from 19:00 hours to 07:00 hours seven (7) days per week. All other overtime slots will be filled using procedures already outlined in this Article.

d. If possible, the eighth person coverage overtime will be filled by the shift officer, starting on Sunday morning, for the purpose of the filling the eighth person coverage overtime shifts scheduled for the week starting on the following Sunday at 0700 hours. Based on the department calendar, a list of open shifts will be formulated by the shift officer, using the Eighth Person Overtime Worksheet. Later-occurring unforeseen vacancies will be filled as soon as possible.

e. The regular overtime list will be used, starting with the candidate next up for overtime. The officer will tell the employee what open shift(s) are open for the following week. The employee may choose any one of the open shifts. The officer will write the employee's name on the worksheet for that shift, and fill in the normal info on the Regular Overtime list. The officer will continue down the Regular Overtime list in this manner until all Eight Person Coverage Overtime shifts on the worksheet are filled.

f. The "On-Duty Exception" will not be used except for an employee who is only offered a single (the last available) eight person overtime shift, and the employee is unable to work that shift due to being "on-duty" as outlined in this article.

g. Mandatory Overtime will not be used to fill eight person coverage overtime. Mandatory overtime will be used to maintain a minimum crew of seven.

E. Box Alarms

Employees who are called to duty because of box alarms shall receive four (4) hours at the rate of one and one-half (1 1/2) times their hourly rate for the first hour or part thereof. Each additional hour of duty or part thereof shall be paid at the rate of one and one-half (1 1/2) times the hourly rate of each employee. It is expressly understood that employees returning to duty in response to a box alarm shall be dismissed by their commanding officer as soon as the emergency has

passed. It is expressly understood that hours worked on call-ins for box alarms shall not be added to the hours worked pursuant to §15 Computation of Overtime of this Article for the purpose of calculating overtime. All Box Alarms will be called at the discretion of the Officer in Charge.

F. EMT Training

Any employee scheduled to attend E.M.T. training which is canceled through no fault of the employee, shall be paid two (2) hours at time and one-half (1 1/2) for said cancellation. Upon cancellation, employees filling in for employees at the scheduled class will be paid in the same manner and relieved of duty.

G. Court Duty or Subpoena

Any employee who must attend court or is subpoenaed for department business from an off duty status shall receive a minimum of four (4) hours pay at his/her time and one-half (1 1/2) rate. Attendance for more than four (4) hours shall be paid for the actual time at time and one half (1½). Any compensation received by the employee for being a witness shall be assigned to the City.

H. Educational Incentive

1. As an educational incentive to further professional training and educational advancement, any employee who successfully completes a Fire Science or related course of study or class recognized by the State Board of Education as credible, shall be reimbursed by the City for the cost of textbooks and tuition incurred only when such study is previously approved by the Chief. Successful completion is defined as receiving a passing grade. An employee shall receive pay for said study only when it is made mandatory by the Chief and said employee has participated in the above.
2. Approved majors are: EMS; Fire Science; Fire Administration; Business Administration/Management; Public Administration; and Human Resources Management.
3. Employees covered by this Agreement shall receive the following amounts added to their base hourly rate:
 - a. Attainment of a Certificate of Fire Science or EMS .05/hour
 - b. Attainment of an Associate Degree .09/hour
 - c. Attainment of a Bachelor's Degree .14/hour
 - d. Attainment of a Masters Degree .18/hour

I. Clothing Allowance

1. Fiscal Allowance - \$400

All employees shall be allowed up to four hundred dollars (\$400.00) for the fiscal year for clothing, including shoes, due to change of uniform or the present uniform is worn or damaged in the line of duty. The employee will be responsible for necessary expenditures in excess of four hundred dollars (\$400.00).

2. Purchase Orders

Clothing purchases will be approved by the Chief or Deputy. Approved purchases will be confirmed by a City purchase order, which will be provided to the recipient employees, who can elect to pick up the clothing approved or have the City purchasing agency order the approved clothing or effect delivery. Clothing that has been purchased by the City will be worn while on duty only. Employees who are found wearing clothing issued by the City when off duty may be subject to disciplinary action by the Chief.

3. Uniform Items

Approved purchases shall include summer shirts (short sleeve uniform shirt and/or polo shirt), winter shirts, pants, shoes, boots, hats, baseball caps, winter jackets, summer jackets, tee shirts, sweatshirts, and coveralls. Ambulance personnel shall be provided jackets, which will be standardized and approved by the Chief. The ambulance jackets will not be charged to the four hundred dollar (\$400.00) clothing allowance.

4. Damaged Items

Worn or damaged gear will be ordered within thirty (30) days of notification to the Chief by the Department Safety Officer. The City will replace or repair any uniform, including shoes that are damaged in the line of duty. Management must be notified of incidents when they occur.

5. Gear

The City shall supply each employee with all necessary firefighter gear, all badges, and insignias, including one (1) set of E.M.T. collar insignias.

6. Uniform Committee

The Union shall choose three (3) employees to be known as the uniform committee. It shall be the duty of said committee to recommend to the Chief uniforms, costs, and vendors. It shall be the duty of the Chief to receive and consider recommendations from the uniform committee, and

then choose the Department's uniform at his discretion.

7. Additional Uniform Items and Gear

An employee may purchase with the Chief's approval, various personal firefighting and EMS gear including helmets, flashlights, stethoscopes, boots, etc.

J. Business Travel and Reimbursement

The City will reimburse employees who are on authorized City travel who use his/her vehicle at the IRS rate.

K. Firefighter Recall: A firefighter recall will be initiated when the officer in charge determines that a situation exists. Firefighter recalls will be used to provide sufficient short-term staff to utilize 2nd rescue and man fire apparatus during busy emergency periods. Firefighter recalls will not be used to avoid or minimize desk boxes. Firefighter recalls will not be used to supplement on-scene responders needing additional help, or any situation that would normally call for a desk box.

1. Multiple or concurrent emergency calls resulting in Central Station being insufficiently staffed for a period expected to be greater than ten (10) minutes.
2. One firefighter left at Central Station, being the sole available on-duty responder for the City, for a period expected to be greater than ten (10) minutes.
3. If unusual conditions exist, and the officer is unavailable, then any career firefighter may initiate a firefighter recall.
4. Availability of the Chief Officers may be considered as part of the decision to strike a firefighter recall; however, they must be immediately available to respond.
5. A firefighter recall may be initiated to sufficiently man frontline apparatus during multiple emergencies. Pursuant to department policy the first two firefighters with a twenty minute or less arrival time to Central to call dispatch and notify dispatch of availability will be compensated three (3) hours at time and one half their hourly compensation rates for the first hour, and at time and one half their hourly compensation for actual time spent after the first three hours.
6. It is expressly understood that employees returning to duty in response to a box alarm shall be dismissed by their commanding officer as soon as

the emergency has passed. It is expressly understood that hours work on call-ins for box alarms shall not be added to the hours worked pursuant to Article 15 Computation of Overtime of the Article for the purpose of calculating overtime.

ARTICLE 16 - INSURANCE AND BENEFITS

A. Medical Insurance

The Employer shall participate in the Maine Municipal Employees Health Trust (MMEHT) PPO-500 plan with an Health Reimbursement Arrangement (HRA) funded at 75% (seventy five percent) of the maximum out of pocket (MOP) cost for an employee on the plan, as soon as possible after signing of the contract, or comparable plan including the HRA in the comparison. The 75% of MOP is \$1125 (eleven hundred twenty five dollars) of \$1500 for a single employee enrolled in the plan, and \$2250 (twenty two hundred fifty dollars) of \$3000 for an employee with any dependents (spouse and/or children) enrolled in the plan.

On July 1, 2012, the employee share will remain fifteen percent (15%) and employer share will remain eighty five percent (85%). Beginning July 1, 2013, the employee share will be sixteen percent (16%) and employer share will be eighty four percent (84%). Beginning July 1, 2014, the employee share will be eighteen percent (18%) and employer share will be eighty two percent (82%). For the final pay period of June 2015, the employee share will be twenty percent (20%) and employer share will be eighty percent (80%).

Employees who show proof of health insurance outside the City of Saco may opt out of City insurance and be eligible for a bi-weekly reimbursement of \$75. Employees who lose outside insurance coverage due to divorce, death of a spouse or spouse's termination will be allowed back into the City's insurance plan, based upon the plans requirements/limitations. The employee must show proof of outside coverage a minimum of once per year and at other times as requested.

B. Dental Optical Fund

The City agrees to provide a dental and optical fund of a total of three hundred twenty-five dollars (\$325) per year per full-time employee from which each employee may draw for both dental and optical expenses upon presentation of bills for dental and optical services performed on the employee, spouse living in the same household, or dependent children up to eighteen (18) years of age or twenty-three (23) years of age if a full-time student.

The union may choose instead of the above mentioned dental/optical fund a dental insurance plan which would be effective July, 1, 2010. If so chosen by the union, the City will provide the employees with a dental program with an optional optical insurance rider, provided the City is able to meet the participatory requirements of the plan. The above mentioned \$325 shall be contributed towards the cost of their elected premium and the employee shall pay the remaining cost.

If an employee can provide documentation that they are covered under another dental plan, the employee shall be entitled to the \$325 stipend as outlined above.

C. Short-Term and Long Term Disability Insurance

The employer shall provide Short Term (STD) and Long Term Disability (LTD) insurance coverage to its employees. The STD has a fifteen (15) day elimination period, provides 67% of pay up to \$750/week, and provides 26 weeks coverage; and the LTD coverage has an 180 days elimination period (after 26 weeks of STD), provides 60% of pay up to \$1,000/per month, and provides coverage for most qualified instances up to Social Security / NRA or for 2 years for three certain disorders/issues: if you could no longer do your job but could do a different job; mental and nervous disorders; and self reported limitations.

Employees can opt for a "buy up" of 60% of their salary up to \$6,000 per month of LTD coverage on a voluntary basis to be administered by a payroll deduction on the employees' behalf.

Employees can opt to use sick leave to bring their compensation up to full gross pay for twelve months when on Disability.

All of these provisions will be in accordance with the insurance policy.

D. Immunizations

The City further agrees that it will pay for necessary shots and immunizations for employees as long as these shots are required due to the nature of the work performed for the Department. The City will, at its expense, provide tests to see if the tests took effect within six (6) months after the completing of the shots.

E. Section 125 and Flexible Spending Account

The Employer will make available a Section 125 Plan for payment of medical insurance premiums. In addition, qualified medical expenses and dependent care spending accounts will be available to employees. Maximum coverage shall be \$2,550 per calendar year for medical expenses.

F. Retirement

All full-time employees are able to participate in the Maine State Retirement System or the City's own retirement programs; the Great West 457 Deferred Compensation Program, the ICMA 457 Deferred Compensation Retirement Plan or the ICMA 401(a) Retirement Plan, as provided by state statute and State Retirement and/or adopted by the City Council. The city shall contribute to only one of the above at a level equal to 5% of the employee's gross wages. (Gross Wages are defined by Internal Revenue Service Publication 525 as follows: "Gross Wages is everything received in payment for services including wages, salaries,

commissions, fees and other forms of compensation such as overtime, bonuses and fringe benefits) with the exception of Maine State Retirement where the City shall contribute the applicable percentage established by the Maine State Retirement System on an annual basis. Employees are able to select from the following.

1. Maine State Retirement

Effective July 1, 2000 current participants of Maine State Retirement and future new enrollees may also contribute to the 457 plans noted but not to the 401(a) plan. However, no employer contributions are to be made to this additional retirement plan. Employees enrolled in the Maine State Retirement, in accordance with 5 M.R.S.A. §5 (1121.4) may retire after twenty-five (25) years of creditable service. Effective July 1, 2016, current participants will move from Plan 2N to Plan 3N. All new enrollees will participate in Plan 3N. Both the City and the Association agree that the City has no retroactive obligations related to the change in the Maine PERS retirement change from the 2N to the 3N Plan.

2. International City Manager's Association Retirement Corporation (ICMA)

The City will offer to all its eligible full-time employees the option of participating in the 401(a) Qualified Retirement Plan with ICMA. If an employee chooses to participate in this plan, the City's 5% contribution shall be contributed to this plan. The employee shall make a mandatory contribution of 5% of his/her gross wages.

3. Great West Deferred Compensation Plan

All full-time employees are offered the option of participating in the 457 deferred compensation plan with Great West. If the employee chooses to participate in the said Plan, the City shall contribute 5% of the employee's gross wages and the employee can also contribute an additional amount as allowed by federal regulations.

4. International City Manager's Association – Retirement Corporation (ICMA) 457 Plan.

The City will offer to all its full-time employees the option of participating in the 457 Retirement Plan. The employee has the option to have the City contribute its 5% of his/her gross wages and/or the employee can contribute an additional amount as allowed by federal regulations.

Enrollment requirements, employee contribution (for the Maine State Retirement System only), city contribution and benefit provisions shall be determined by state statute and/or City Council action.

G. Telephones

The City shall provide and maintain a private telephone line and extension, one (1) on the ground floor and the existing one (1) on the second floor. The full-time firefighters shall pay the cost of long distance calls. Telephone calls may not be received or made during regular work or training hours, except in the case of non-departmental emergency situations.

ARTICLE 17 - EMERGENCY RESPONSE TIME

Employees shall be allowed to reside within thirty (30) road miles from City Hall.

ARTICLE 18 - POLITICAL ACTIVITIES

While working full-time for the City, employees shall refrain from seeking or accepting nominations or election to any office in the City government. City employees shall not circulate petitions or campaign literature for any elected City official or in any way be concerned with soliciting or receiving subscriptions, contributions, or political service from any person or for any political purpose pertaining to the government of the City. This rule is not to be construed to prevent the City employees from becoming, or continuing to be members of any political organization, from attending political organizational meetings and expressing their views on political matters, or from voting with complete freedom in any election.

ARTICLE 19 - FAILURE TO HOLD VALID LICENSE

It is agreed that any employee may be suspended without pay if said employee shall fail for whatever reason, to have a valid license to operate a motor vehicle in the State of Maine, or if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked and shall receive no seniority time during such suspension. Restoration to service shall depend in part upon maintain or obtaining the privilege to operate a motor vehicle in the State of Maine.

ARTICLE 20 - DISCIPLINE AND DISCHARGE

- A. Progressive Discipline
 - 1. Oral Reprimand
 - 2. Written Reprimand
 - 3. Disciplinary Probation
 - 4. Suspension
 - 5. Discharge (after proper hearing)

The above listed actions or measures need not be applied in sequence depending on the severity of the offense or infraction

- B. Disciplinary Reasons

All disciplinary actions shall be for just cause and subject to the grievance procedure. In the event of a discharge an employee must first be afforded a discharge hearing whether they request it or not. This hearing shall be used to determine that just cause exists for discharge. Employees who are hired with the expectation that they will obtain certain licenses, for example Paramedic and Firefighter I, and do not obtain these licenses shall be subject to termination. Employees may have up to one year from the time when educational opportunities are available to obtain these licenses; however, the Fire Chief may determine the employee should have obtained these licenses prior to the one-year period and therefore be subject to termination during the one-year grace period.

At the Fire Chief's discretion, all employees are required to maintain their highest certification, such as Paramedic, Firefighter II, while employed by the Saco Fire Department. Failure to maintain this certification shall be considered just cause for termination.

C. Personnel Files

All disciplinary infractions placed in the employee's personnel file which are received for an infraction which is less than a suspendable offense, shall be purged from the file if there is no discipline offense within the next six (6) months subsequent. All serious reprimands, including dismissal, shall be purged from the file if no reoccurrence or disciplinary action is received by an employee within an eighteen (18) month period subsequent to the serious offense.

ARTICLE 21 - GRIEVANCE PROCEDURE

A. Purpose

The purpose of the grievance procedure shall to be to settle employee and/or Union grievances on as low an administrative level as possible, so as to ensure efficiency and maintain morale within the Department.

B. Definition

A grievance shall be considered to be an employee and/or Union complaint concerned with:

1. Discharge, suspension, or other disciplinary action.
2. Interpretation and application of Department rules and regulations.
3. Alleged violations of any of the terms of this Agreement
4. Working conditions.

C. Procedure

Should the Union or an employee feel aggrieved, the adjustment of the grievance shall be sought as follows:

Step 1 - Chief or Representative

The Union and/or the employee shall verbally discuss the alleged violation with the Chief or his/her representative within thirty (30) days or knowledge thereof. If the grievance is not settled at this meeting, the grievance shall move to Step 2 within fifteen (15) days.

Step 2 - Chief

The Union shall submit the details of such grievance in writing to the Chief. Within fifteen (15) days thereafter, the Chief shall meet with the Union for the purpose of adjusting or resolving such grievance. Said answer shall be in writing.

Step 3 - City Administrator

If such grievance is not resolved ten (10) days after meeting with the Chief to the satisfaction of the Union, the Union may submit such grievance in writing within fifteen (15) days after said meeting to the City Administrator. The City Administrator shall render a decision in writing within ten (10) days after such meeting or receiving said grievance. Said grievance shall be in writing.

Step 4 - Arbitration

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Union and the City Administrator within seven (7) days after notice has been given. If the parties fail to select an arbitrator, either party may request the assignment of an arbitrator(s) by the American Arbitration Association or the Maine Board of Arbitration and Conciliation. The decision of the arbitrator(s) shall be binding and final on the parties, and the arbitrator(s) shall be requested to render his/her/their decision in writing within thirty (30) days after the conclusion of the testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Union and the City. However, each party shall be responsible for compensating its own representatives or witnesses. If either party desires a verbatim record of the proceeding it may cause such a record to be made, providing it pays.

ARTICLE 22 - HEALTH AND SAFETY

A. Rules and Regulations

The Union recognizes the right of the City to establish reasonable rules and

regulations for the safe, sanitary, and efficient conduct of the City's business and reasonable penalties for the violation of such rules and regulations.

B. Occupational Safety and Health Act

The City is responsible for meeting safety standards, which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970, as well as other federal and state laws. Noncompliance with the Act may result in fine and penalty to the City.

C. Safety Devices

The City shall provide proper safety devices for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

D. Vehicles and Equipment

If an employee deems his/her vehicle or equipment to be unsafe, s/he shall notify his/her superior who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

E. Health & Safety

Any employee involved in any work-connected accident shall immediately report to his/her immediate officer in charge said accident and any physical injury sustained. Said report will be made on a proper form provided by the City.

The City of Saco and IAFF Local 2300 recognize that illegal drug use and the use of alcohol on duty or in close proximity to working hours poses a serious threat to the public safety, the safety, welfare and health of all department personnel and the integrity and reputation of the Fire Department.

Accordingly, the City and the Union agree, to meet during the first year of this contract (July 1, 2003 – June 30, 2004) to develop an appropriate drug and alcohol testing procedure. Both the City and the Union agree to make a good faith effort to develop this policy. If the parties fail to agree upon an appropriate drug and alcohol policy for this department, on July 1, 2004 the City will implement the drug and alcohol policy currently in place with the Public Works Department. However, instead of random drug and alcohol testing, the City will test employees based on reasonable suspicion. Reasonable suspicion testing may be based upon, among other things;

1. Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug;
2. A pattern of abnormal conduct or erratic behavior;

3. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
4. Information provided either by reliable and credible sources or independently corroborated; or
5. Newly discovered evidence that the employee has tampered with a previous drug test.

Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard.

The Fire Chief or a Deputy Fire Chief must make the determination that a reasonable suspicion exists prior to initiating testing. It is understood that a City police officer may be called upon to administer a drug and alcohol test.

F. Failure to Meet Physical Requirement or Medical Test

If an employee fails to meet any physical requirements of medical test(s) required for employment by the Fire Department, the employee will have twelve (12) months from the date of injury/incapacity to overcome limitations; and if the employee is ultimately unable to meet such requirements, then the City will make reasonable efforts to place that employee in a suitable position elsewhere in the City, otherwise the employee will be subject to non-punitive termination.

ARTICLE 23 - NON-DISCRIMINATION

A. There will be no discrimination in employment, compensation and benefits, terms or conditions of employment due to an individual's race, national origin, color, age, gender, sexual orientation, religion, or physical handicap except when any of these factors are a bona fide occupational qualification. Nor will individuals be limited, segregated or classified in any way to discriminatorily deprive them of any employment opportunities based on these factors.

B. 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.

ARTICLE 24 - SAVINGS AND SEPARABILITY

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

ARTICLE 25 - SMOKE FREE WORKPLACE

There will be no smoking of tobacco products within city-owned or leased vehicles or buildings, including: offices, hallways, bedrooms, restrooms, lunchrooms, elevators, meeting rooms, community areas and garage per state and federal laws.

ARTICLE 26 - LABOR MANAGEMENT AGREEMENT

The Parties agree to establish and maintain a "Labor Management Relationship" that will open a new era where the Union, the City, the Fire Department and all Fire Department employees shall work together to create a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of the Fire Department and the City of Saco. Furthermore, the parties agree to implement this relationship with a firm commitment to avoid an adversarial relationship and work together towards developing and maintaining a Quality Labor-Management Relationship that fosters mutually beneficial outcomes. To this end, the parties agree to establish and maintain a Labor-Management Partnership Committee.

ARTICLE 27 - DURATION

This Agreement shall be effective July 1, 2018 and continue in full force and effect until June 30, 2019 or until a new Agreement is signed, whichever is later.

The execution of this Agreement shall serve as the required one hundred twenty (120) day notice to negotiate a successor Agreement in accordance with 26 M.R.S.A. §965 (E).

The parties have hereby caused their names to be subscribed by their duly authorized representatives as of this day and year.

IN WITNESS WHEREOF, the parties hereto have set their hand this 25th day of June, 2018.

FOR THE CITY

FOR THE UNION



City Administrator



Union President



Fire Chief

APPENDIX A - WAGE SCALE

July 1, 2018
3%

Captain	\$24.95
Lieutenant	\$21.70
Firefighter	\$19.48
(Probation)	\$17.91

Longevity

2 – 3 YEARS	1.00%
4 – 7 YEARS	3.00%
8 – 10 YEARS	5.50%
10+ YEARS	7.50%

All percentages are calculated from the base figure and are not cumulative.

The following amounts will be added to the employee hourly rate. Only the highest level will apply.

Ambulance Rotation Incentive (see Article 12)

\$.80/per hour

License Incentive	Current	Effective July 1, 2016
First Responder	\$0.20	\$0.25
EMT	\$0.20	\$0.25
Advanced INT.	\$0.50	\$0.55
Paramedic	\$1.70	\$1.75

Coordinator Positions

EMS Coordinator	\$2.00
Training Coordinator	\$2.00
Public Education Coordinator	\$2.00

Education Incentive

Attainment of a Certificate of Fire Science or EMS	.05/hour
Attainment of an Associate Degree	.09/hour
Attainment of a Bachelor’s Degree	.14/hour
Attainment of a Masters Degree	.18/hour

APPENDIX B – ABSENTEEISM POLICY

Section 1: Purpose: The purpose of this appendix is to establish and maintain by mutual consent of the parties, a policy that identifies unacceptable use and misuse of the leave privileges and/or benefits outlined in this Agreement. The parties recognize that regular scheduled attendance is a condition of employment for unit employees with the City of Saco.

Section 2: The objectives of addressing absenteeism are to:

- a. Improve productivity through better attendance.
- b. Minimize costs associated with employee absences due to sick leave.
- c. Maintain overall agency morale by ensuring each employee meets his/her own work requirements.
- d. Standardize sick leave procedures.
- e. Communicate supervisor's expectations of sick leave usage.
- f. To ensure consistency with the provisions of the Collective Bargaining Agreement.

Section 3: Policy Statement: The Parties recognize that employees may use sick leave to be absent from work as a result of their own illness or injury or immediate family members pursuant to this agreement. The employee may have the ability to use other accrued paid leave to accommodate these periods of illness or injury.

Section 4: Absenteeism Guidelines: Unit employees with accrued sick leave balance shall be allowed to utilize such sick leave as outlined in this Agreement that include and may not be limited to the following:

- a. Personal Illness or Disability
- b. Family Illness or Disability
- c. Maternity, Medical and Extended Duty Injury Leave
- d. Medical and Dental Appointments

Section 5: Sick Leave Misuse: If the City believes sick leave is being misused, it may require the employee to furnish substantiating evidence or statement from their physician certifying that absence from work was required due to one of the reasons listed above. In any case, such certification must be presented whenever sick leave is requested for three (3) or more consecutive workdays pursuant to this agreement.

- a. The City shall have the right as its discretion to verify the report of the attending physician concerning the illness or disability of an employee and to require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness or disability.
- b. As a result of such physician's statements and examinations, the City may approve or deny an employee's sick leave requests, and establish

limits and conditions for any further approved sick leave connected with the same illness or disability.

- c. Use of sick leave or other benefit is subject to approval by the Fire Chief and/or his designated representative. All leave requests shall be used for the manner intended.
- d. Each day of an unexcused leave of absence shall be considered an occurrence. When a physician's note or other approved documentation is provided, the absence will not be counted as an occurrence. The following occurrences shall be subject to progressive discipline as outlined in the Collective Bargaining Agreement.
 - 1. Three (3) unexcused occurrences within three (3) months.
 - 2. Five (5) unexcused occurrences within six (6) months.
 - 3. Seven (7) unexcused occurrences within twelve (12) months.

Section 6: Regulatory Compliance: In applying this policy, the City shall comply with the requirements of local, state and federal anti-discrimination laws and any other personnel laws, administrative civil service regulations, or provisions of the collective bargaining agreement that may exist.

Section 7: Disputes: Disputes arising as a result of implementing the terms and conditions of this appendix will be processed through the negotiated grievance procedure as outlined in Article 20 of this agreement.

APPENDIX C – MISSION, VISION, CORE VALUES

Section 1: Mission Statement:

The Saco Fire Department is committed to enhancing the quality of life for present and future generations of our community. We protect lives and property through Public Education, Fire Suppression, and Emergency Medical and Rescue Services.

Section 2: Vision Statement:

- We will strive to be role models in the community and leaders in our profession.
- We will be accountable to those we serve, each other and any Fire Service Organizations we interact with.
- We are committed to providing the best public service through innovative training, education, and equipment.
- We will take the Saco Fire Department into the future through productive teamwork, open and honest communication, and participative decision-making throughout the organization.
- We are committed to our values, mission, and dedicated to our fire service profession.
- Our organization is driven to provide a cost-effective and efficient Fire Department while honoring our values, accomplishing our mission, and achieving our goals.

Section 3: Core Values:

- **Prepared for Duty** – This means that our members will do everything possible to ensure that our organization is at an optimum state of readiness when called upon to respond at a moment's notice. Our team members will be properly trained, equipped, supported, and focused on safe immediate response and services.
- **Serving with Integrity** – This relates to how we do our business. We acknowledge that truth and trust are the foundations of relationship building and delivery. All of our members will work hard every day to maintain the highest professional standards and to earn the public trust through their actions.
- **Responding with Compassion** – Our organization is a people-

oriented service organization focused on helping those in need. All of our members will provide the highest level of fire prevention/suppression, emergency medical response services and other emergency related services with the utmost compassion and caring to anyone in need.

- **Committed to Professional Excellence** – The Saco Fire Department will provide its members with the means, skills, and education to provide outstanding professional services. This organization will achieve this excellence through a commitment to quality, respect for each individual, and a workplace that is free of harassment, discrimination, and retaliation.

PRESERVED PRIVILEGES

The following privileges, which have been in effect in the Department, will not be abridged for the life of this Agreement in a manner contrary to this Agreement or this addendum.

1. The right to store bicycles and motorcycles if space available in the back of the station and the City is not responsible for any damage done to the employee's properties and when the owner is on duty.
2. The right to have soda, or other machines in the Department on a space available basis with revenue going to Local 2300.
3. The right to have one man go to the store twice per day when necessary.
4. The right to have one (1) television downstairs and one (1) upstairs.
5. The right to have audio equipment in quarters provided the volume is kept low.
6. The right to use existing recreation equipment on and off duty time subject to provisions of Article 13.
7. The right to have beds and bedding supplied by the City.
8. The right to maintain coffee and other kitties.
9. The right to walk and exercise in the yards while on duty provided all work and/or training is completed.
10. The right to sit at the front of the station when all work has been completed.
11. No more than two (2) employees can watch television in the office at any one time.
12. With the OIC's permission, the right to wash and clean vehicles as long as it is 40 degrees Fahrenheit outside, and do minor work on cars in the station yard while on duty and in back bays provided all work and training is done, that the vehicle does not block equipment access, and that the vehicle is removed immediately after the employee's shift. Minor work on vehicles is defined as regular work which the unit members perform on department vehicle.
13. The City shall purchase and maintain suitable lounge chairs for the recreation room on the second floor of the station house.
14. Seniority will determine choice of night quarters.
15. The right to wear Union insignias on the uniform.
16. Abuse of any of the above can lead to their withdrawal as privileges on an individual or group basis.