AGREEMENT

BETWEEN THE

CITY OF

SANFORD AND

SANFORD FIRE FIGHTERS ASSOCIATION INCORPORATED, LOCAL1624 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

July 1, 2020- June 30, 2023

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION. 4

ARTICLE 2 - MANAGEMENTS RIGHTS 4

ARTICLE 3 - UNION DUTIES 5

ARTICLE 4 - DUES DEDUCTION 5

ARTICLE 5 - DUTIES OF EMPLOYEES 6

ARTICLE 6 - DETAILS TO OTHER CITY DEPARTMENTS 6

ARTICLE 7 - TEMPORARY SERVICE OUT OF RANK 7

ARTICLE 8 - READY ALERT TIME 8

ARTICLE 9 - STATION COVERAGE. 9

ARTICLE 10 - PERSONNEL RECORDS 12

ARTICLE 11 - JOB DESCRIPTIONS 12

ARTICLE 12 - JOB CLASSIFICATION AND PROMOTION 13

ARTICLE 13 - WORK HOURS AND PAY DAY 15

ARTICLE 14-WAGES 17

ARTICLE 15 - CALL BACK PAY 20

ARTICLE 16 - PAID HOLIDAYS 21

ARTICLE 17 - LONGEVITY 21

ARTICLE 18 - SENIORITY IN RANK 22

ARTICLE 19- VACATIONS 23

ARTICLE 20 - RETIREMENT AND MEDICAL BENEFITS 24

ARTICLE 21 - SICK LEAVE-BEREAVEMENT LEAVE-WORKER COMPENSATION..... 27

ARTICLE 22 - INJURED ON DUTY.....30

ARTICLE 24 - JURY DUTY 30

ARTICLE 25 - UNIFORMS 31

ARTICLE 26-TURN OUT GEAR AND SAFETY 31

ARTICLE 27 - IMMUNIZATION 32

ARTICLE 28 - MEALS AND TRAVEL EXPENSES 32

ARTICLE 29 - PAST PRACTICES 32

ARTICLE 30 - EQUIPMENT AND APPARATUS 32

ARTICLE 31- AMBULANCE SERVICE 33

ARTICLE 32 - GRIEVANCE PROCEDURE 33

ARTICLE 33 - REPRESENTATION. 34

ARTICLE 34 - ON-DUTY TRAINING 35

ARTICLE 35 - NON-RESIDENCY 35

ARTICLE 36 - RULES AND REGULATIONS 35

ARTICLE 37 - FILLING OF VACANCIES 35

ARTICLE 38 - SEPARABILITY 36

ARTICLE 39 - DURATION OF AGREEMENT 37

APPENDIX A 38

APPENDIX B 39

ARTICLE 1 - RECOGNITION

The City recognizes the Union as exclusive bargaining agent for all full time Firefighter/EMS personnel, the EMS Supervisor, the Training Officer, the Fire Prevention and Education Officer, the Fire Marshall, Lieutenants, Captains, and the Fire Marshall of the Fire Department.

The term "employee" referenced in this agreement refers to only employees for the City of Sanford Fire Department who are protected under the Local 1624 bargaining agreement as listed in the first paragraph of Article 1.

Probationary employees are those departmental members whose positions are covered under this Agreement that are either (1) not public employees as defined under 2 6 M.R.S.A. Sec 962(6)(F), or (2) who have been employed by the department for less than one year or as agreed upon by the parties. The terms, pay and benefits of probationary employees during the probationary period are governed by this Agreement and the union may exercise its representational rights under Article 33 with regards to terms, pay, and benefits. Probationary employees may not, and the union may not utilize on the probationary employee's behalf, the grievance procedures for discharge set forth in Article 32.

ARTICLE 2 - MANAGEMENTS RIGHTS

The City retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement; and the City may adopt reasonable rules and regulations for the operation of the Department and the conduct of its employees, provided that any such rules and regulations, or additions or changes thereto, are clearly posted for ten (10) days prior to becoming effective, and further provided that such rules and regulations do not conflict with any of the provisions of the Agreement.

Nothing in this paragraph modifies the bargaining rights of the parties pursuant to 26 MRSA§ 965.

ARTICLE 3 - UNION DUTIES

A. Officers of the Union will be allowed time off for Union business with the City with no deduction of pay and without the requirement to make up this time, provided said officers leave and return within one-half (1/2) hour of commencement and adjournment of the negotiation sessions. Said officers shall be allowed time off without pay for attending state, regional, or national meetings of the Union if there are personnel available to cover at no cost to the City. Union officers will be permitted six (6) twenty-four (24) hour periods per employee for this purpose. Not more than two (2) officers will be permitted to attend at the same time.

B. Union members shall further be allowed to attend local Union meetings on duty. The City shall allow the members of the local Union to hold a meeting on the first Tuesday of each month, in the evening, at the Central Fire Station. Said monthly meetings shall not interfere with the operation of the Fire Department. The City will make every effort not to schedule training or other functions during that period. If, due to extenuating circumstances, the meeting cannot be held, an alternate day may be arranged.

C. Special and executive meetings of the Union shall be allowed when needed, with the Fire Chiefs or their designee's permission, at no cost to the City.

ARTICLE 4 - DUES DEDUCTION

The City shall deduct Union dues once each pay period upon signed authorization from each member of the Union and from each employee in the bargaining unit covered by this agreement who is not a member of the Union but who similarly authorizes the same, a sum equivalent to the dues shall similarly be deducted. The City shall forward these deductions to the Treasurer of the Union. The Treasurer will duly certify to the City the appropriate dues to be deducted and the current membership roster of the Union. 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 deductions and remitting the same to the Union pursuant tothis section.

ARTICLE 5 - DUTIES OF EMPLOYEES

A. Duties of Firefighter/EMS personnel include: Protection of life and property; control and extinguishment of fire; emergency medical treatment and ambulance service; fire prevention; training; minor maintenance of fire equipment and apparatus; ambulance service according the City and the State of Maine; any and all other EMT related work, the daily routine of the fire stations' upkeep; and any and all other duties normally associated with fire department and EMS related work. For the purpose of this section, minor building maintenance shall mean normal cleaning of living, eating, and apparatus quarters; grounds work such as lawn mowing, sidewalk and doorway snow removal; and minor repairs to the facilities by direction of an employee's immediate supervisor and within the scope of the employee's ability and/or interests. Minor maintenance of apparatus shall mean preventative maintenance such as, but not limited to, fluid level checks, tire wear checks, and operational checks of the apparatus itself, as well as the equipment carried on it. Minor maintenance may also include replacement of disposable items such as batteries (other than vehicle batteries), bulbs, and fuses. Minor apparatus maintenance can be required within the capabilities ofthe employee.

B. Major building maintenance shall not be a condition of employment. For the purpose of this section, major building maintenance shall mean structural repairs, wiring, plumbing, heating, or any other work normally requiring services of a professional tradesperson.

C. For the purpose of this Article, fire station upkeep shall mean the maintenance of the order and readiness of apparatus, equipment, and firestations.

ARTICLE 6 - DETAILS TO OTHER CITY DEPARTMENTS

Firefighter/EMS personnel shall not be detailed to other City departments. The equipment of the Fire Department is at the disposal of the City for reasonable use and the Fire Chief may assign any piece of equipment, with the operator, to any job which they find to be necessary and reasonable. However, duties of the Firefighter/EMS personnel in regard to such operation would be confined to the handling of the equipment and its operation only. Such Firefighter/EMS personnel will take such orders from the Fire Chief except as Firefighter/EMS personnel may take such orders from the shift officer as may relate to the placement of the equipment only. There will be no use of any fire department personnel for the purpose of dispersing riots except on a voluntary basis. The City Manager will hold discussions with the Fire Chief and President or President Pro-tem of the Union, if said individuals are available, before taking such action.

ARTICLE 7 - TEMPORARY SERVICE OUT OF RANK (TSOR)

The intent of this article is to clarify who may be assigned to the "temporary service out of rank" (TSOR) positions as they relate to covering an open officer(s) position(s).

A) Personnel who assume the responsibility of an assigned officer position shall be compensated at the rank they are assuming reflecting their present EMS licensure level. Extra benefits and swap time are not included.

B) Personnel shall be considered qualified to work as a Lieutenant or Captain if they completed the most recent promotional exam for the position sought with a score of 70% or higher in all sections of the exam.

Captain Position:

1. Captains/Lieutenants are eligible to fill in for a Captain.
2. In the absence of the Captain the senior Lieutenant/TSOR by score of the most recent Captain's exam shall be in charge and work the position vacated by the Captain. First based on testing status, and secondly by seniority in rank.
3. If no TSOR candidate is available to fill the Captain position then the senior Lieutenant on duty shall fill the open Captain position.
4. Firefighters shall not fill in for a Captain.

Lieutenants Position(s):

1. Captains/Lieutenants can fill in for an open Lieutenant's position.
2. A firefighter may fill an open Lieutenant(s) position if they participated in the most recent Lieutenant Exam process and score 70% or greater in the in all sections of the exam.
3. Firefighter/TSOR candidates shall fill the open position by score first.
4. If no TSOR candidates are available to fill the position then the position shall be filled by the force list as normally done for an officer position.
5. No firefighter shall be allowed to work regularly assigned shifts in an officer's position. A senior firefighter may work in a temporary supervisory capacity during emergency call back situations if no TSOR candidates are available to do so.

The City and Union agree to discuss a sidebar agreement should employee "forces", from the forced list, increase and become an issue.

ARTICLE 8 - READY ALERT TIME

A. No ready alert will be observed Monday through Friday between the hours of 07:00 and 20:00 hours. There will be no ready alert on Saturday between the hours of 07:00 and 12:00 hours.

B. Ready alert time shall mean a time when members of the bargaining unit are bound by no scheduled activity but are on duty ready for emergencies as well as phone watch duty and equipment service after normal departmental use and training. Employees shall be permitted to use available facilities on ready alert time, off duty time, or remain in their quarters or about their stations provided they maintain the high honor and decorum of the Fire Department and the City.

ARTICLE 9- STATION COVERAGE

A. The City shall maintain three (3) separate rotation lists for the purpose of coverage.

They shall be as follows:

1) Officer (TSOR Included)
2) Firefighter/EMS Personnel (TSOR Included)
3) Forced Coverage

Each list shall be by departmental seniority order and will take the form of a daily availability list.

B. The City will use the coverage lists to fill any vacancy on a shift. Normal shift strength shall be set by the Chief of the Department. It will not exceed one less than normal stated shift strength at any time for normal shift staffing.

1) At least two (2) Officers (Captain or Lieutenant) shall be on duty for each shift.
2) At least two (2) FF/Paramedics shall be on duty for each shift.
3} If a position goes unfilled after the normal use of a coverage list then the appropriate person shall be forced having used the "Forced List" appropriate for the position needed to be filled. This shall be done in reverse seniority rotation as needed. If this is ineffective to fill the shift then the least senior qualified person on duty shall be held over.
4) The City and Union agree to discuss a sidebar agreement should employee "forces", from the forced list, increase and become an issue.

C. In an effort to implement established departmental shift assignment levels from forty (40) to fifty-two (52) Firefighter/ EMT/Paramedics and/or Officers in a fiscally responsible phased manner, the City and Fire Department will work cooperatively, subject to available revenue and the approval of the City budget to: increase the full-time staffing level of the Sanford Fire/EMS Department from forty (40) full-time Firefighter/EMT/Paramedics and/or Officers to forty-two(42) beginning on or about September 1, 2017. Subject to available revenue and the approval of the City Budget for 2017-18, and all future City Budgets. The City will continue the growth of the Fire Department Staffing of these positions with an increase of two (2) each fiscal year on or about July 1st pending the approval of

the City and the Budget for that fiscal year until a shift assigned level of fifty-two (52) has been reached. Both the City and Union acknowledge that extraordinary circumstances and fiscal constraints, as well as the results of the feasibility study of 2016, may amend such staffing increases. Any such commitment to increase staffing levels in this agreement is subject to the City's budget and is contingent upon and subject to available revenue and nothing in this Agreement shall limit the City's Management Rights to operate the Department, including setting staffing levels as referenced subsection B in this article.

Filling an Opening

D. Only those people qualified for a position shall be allowed to fill that position. Therefore, when seeking to fill an Officer only Officers and/or TSOR candidates can work in the open Officer position. Firefighters cannot work as Officers unless qualified by having passed the most recent Exam with a score of 70% or better in all categories. And although a Lieutenant can work for a Captain, a firefighter cannot. Firefighter/TSOR Candidates can only work in a Lieutenant position as an officer.

E. When filling a Captain or Lieutenant Vacancy, the "Officer" list shall be used. If no Officer takes the shift then the Firefighter/TSOR list shall be used to fill the vacancy Once the two (2) lists have been exhausted then the force coverage goes into effect.

F. If after attempting to fill all vacancies there is no scheduled officer on duty (Captain or Lieutenant) then the next Officer on the force list shall be forced to work.

G. When filling a firefighter/EMS shift then the Firefighter/EMS shift shall be used. If no one from that list accepts the shift the Officer list shall be used in that order. If there remains less than required coverage then the appropriate position shall be forced.

H. When filling all shifts there must be at least two (2) Officers (not FF/TSOR) and two (2) paramedics on duty.

I. Any employee who is forced for a shift shall receive time and one half for the hours forced to work.

   a. Employees forced in during the following holiday hours below shall receive double time for hours worked due to the force:

      i. Thanksgiving: Starting @ 7:00 am - 7:00 am (24 hours)

      ii. Christmas: Starting@ 7:00pm Christmas Eve - 7:00 am December 26 (36 hours)

      iii. New Year's Day, Memorial Day, Independence Day, and Labor Day: Starting@ 7:00 am-7:00 am (24 hours)

J. The highest-ranking officer shall be in charge of each station in accordance with the CSO's governing this.

K. Personnel who are ordered to move from one station to another before or during their shift shall be paid for one half (1/2) hour that shall be counted as hours worked. Hours will be added to the beginning or end of the shift, but not both.

L. In the event that a vacancy occurs during the shift and a force is necessary, the officer in charge will seek volunteers from the respective list(s).

M. For the purpose of forced shifts, employees are responsible for the twelve (12) hours prior to the start of their regular shift and the twelve (12) hours following their regular shift. Anyone unavailable, unfit or having been relieved of duty and pre-registered approved training shall not be forced for regular shift coverage, except by a Chief Officer.

N. The City has the right to force qualified and available individuals when necessary to fill minimum shift requirements.

0. Any Staff position associated with this bargaining unit shall not be subject to the forced coverage book or normal shift strength.

P. Starting July 1, 2020 details are any activities, standbys, duties, shifts, projects and or any other coverage that does not cover a shift vacancy, requiring personnel above the minimum staffing levels. Details shall be filled with a 4-hour minimum shift. Details shall be paid at a rate of $60.00 per hour.

1. Examples of details include, but are not limited to Sporting Events, Special Events, Fire Prevention, accompanying CDL testing, equipment and apparatus delivery and acquisition, and Fireworks. Storm coverage, natural disasters, and emergencies are not considered Details.
2. Details shall be filled with a separate detail list comprising of Officers and Firefighters by order of overall seniority. Details may be forcible under the normal force list.

Starting July 1, 2021 Football coverage shall change from $50.00 per hour to $60.00 per hour.

ARTICLE 10 - PERSONNEL RECORDS

A. There shall be personnel records kept on each employee by the City Manager or their designee.

B. All commendations, reprimands, complaints, and/or disciplinary notices which could affect the continued employment of an employee, their grade, or rate of pay shall be placed in their personnel file. A copy of each such item placed in their personnel file shall be given to the employee, who shall be required to sign the file copy. Such signature indicates only that the employee has seen the document. The employee may file a response to any such document within five (5) days of receipt of the document and have it attached to the file copy.

C. Each full-time employee shall have the right to inspect their own personnel record upon written request and by arrangement with the City Manager or their designee. Reasonable access will be provided during normal work hours of the City offices.

D. Within one (1) week of a promotion or change in duty assignment the City shall provide documentation in the personnel file of said change.

E. No full-time employee will be denied the grievance procedure for just cause discipline, demotion, or discharge.

F. Probationary employees are denied the grievance procedure for discharge.

ARTICLE 11 - JOB DESCRIPTIONS

Up-to-date professional job descriptions shall be prepared at the direction of the Fire Chief with due regard to local standards and other recognized Fire Service and/or Emergency Medical Service criteria, as appropriate.

ARTICLE 12 - JOB CLASSIFICATION AND PROMOTION

A. The classification of the following positions as they relate to title and job description (as defined by Article 11) shall be probationary employee, Firefighter/EMS personnel, Lieutenant, Captain, Training Officer, Fire Prevention and Education Officer, EMS Supervisor, and Fire Marshall as determined by the City.

1. Promotions shall be made on a fair and competitive basis in accordance with procedures set forth by the City. These procedures shall be posted on the station bulletin boards and shall be contained inthe Chiefs Standing Orders.

2. Upgrading from probationary employee to Firefighter/EMS personnel shall be automatic upon satisfactory completion of a twelve (12) month probationary period. Any employee hired after July 1, 2000, who does not have a valid Emergency Medical Technician (EMT) license shall, within the first twelve (12) months of employment, as a condition of employment obtain an EMT license, maintain said license and perform the duties associated with the EMT license level as long as they are employees of the City.

3. Promotion to Lieutenant and Captain shall be by a fair and competitive selection process administered by the City.
   Personnel must attain a score of 70% or higher in all sections of the exam in order to be eligible for promotion.

4. In promotional selection processes where the outcome will determine which candidate will fill a position, *i.e.:* An Officer or supervisory vacancy, the promotional selection process will be conducted under the direction of the Fire Chief as outlined in the Chiefs Standing Orders.

B. Demotion shall mean a reduction in rank that results in movement to a lower pay grade.

C. Any employee hired after July 1, 2014 and ranking in the bottom twenty (20) positions on the overall seniority list, may be required, as a condition of employment to attain the EMS license level of Paramedic for as long as they initially rank within the bottom twenty (20) positions of the overall seniority list. Employees required to attain the EMS license level of Paramedic will be required to maintain that license level as long as that employee is employed by the City. No employee who attains an overall

seniority ranking higher than the bottom twenty (20) shall be required to attain a Paramedic-level licensure after they have attained said ranking. Any employee hired prior to July 1, 2014 shall be exempted from this clause.

D. Any employee hired prior to July 1, 2014 who after July 1, 2014, increases their EMS license level beyond EMT, that is paid for by the City at the discretion of the Fire Chief under Article 14, B. Educational Incentive Pay, shall maintain that license level for the duration of their employment with the City; with the exception of the rank of Captain who must maintain a EMT basiclevel.

E. Personnel volunteering and authorized by the Fire Chief to go to Paramedic school shall fall under the agreement in Appendix B

The City shall keep EMS license records and training records.

ARTICLE 13 - WORK HOURS AND PAY DAY

A. Work Hours and Pay Day

1. The work week for employees shall consist of an average 42-hour week. Pay day will be on the same day, every week. When the hourly wage is computed, it shall include wages and incentives. Shift change will occur at 7:00 AM. Scheduling of the work week will be the exclusive responsibility of the Fire Chief except that provisions must be made to provide for four (4) consecutive duty free days (subject to other provisions of this Agreement) for each bargaining unit employee (except the Training Officer, the EMS Supervisor, the Fire Prevention and Education Officer, and the Fire Marshall) and this free time shall occur at regularly spaced intervals within any cycle of work chosen so as to occur on the average of four (4) consecutive days for each eight (8) calendar day period.

2. Effective May 15, 2011, the regular work week for Firefighter/EMS personnel(with the exception of the Training Officer, the EMS Supervisor, the Fire Marshall, the Fire Prevention and Education Officer) shall average forty-two (42) hours per week over an eight (8) week cycle and will be paid accordingly on the basis of the forty-two (42) hour week. The average forty-two (42) hour schedule rotation will be as follows: 24 hours on-duty/ 48 hours off-duty/ 24 hours on duty/ 96 hours off duty (1-2-1-4). Shifts shall begin at 0700. This change in hours of work is not intended to increase or decrease any other benefits as a sole result of the changing of hours. The parties agree to meet, upon request of either party, to discuss and correct any unintended consequences to benefits under this contract due to the change in hours.

3. The work week for the Training Officer, the EMS Supervisor, the Fire Prevention and Education Officer, and the Fire Marshall will be forty (40) hours per week (eight (8) hours a day and five (5) days per week). Employees in these positions will receive compensatory time when working in excess of forty (40) hours per week for staff functions.

a. Employees may accrue no more than forty (40) hours of compensatory time before overtime will be paid in wages.

b. Line vacancy overtime shall be paid in wages. No employee shall be required or

allowed to work in excess of forty-eight (48) hours straight unless authorized by the Fire Chief. When calling overtime, the officer shall be required to bypass those who have worked forty-eight (48) hours straight. Those working forty-eight (48) hours straight shall have a minimum of twenty-four (24) hours off and shall be bypassed for overtime, with no loss of turns in the overtime book.

B. Compensatory Time

Compensatory time shall mean time off in lieu of cash wages given in accordance with Fair Labor Standards Act and applied in accordance with City policy.

C. The official department schedule is determined by the Fire Chief and is not to be changed without the approval of the Chief. The schedule may be changed with fifteen (15) days' notice to the individual involved, or less if agreed upon or at the request of the employee.

D. Employees, with permission of the on-duty Shift Officer in charge, shall be permitted to swap with other employees. Any employee may swap only with a person qualified by rank or license level to fill the employee's position. An employee may swap only with a person one rank higher, a person of the same rank, or a person one rank lower. Only Officers and eligible TSOR candidates may swap with Lieutenants. Swap time will continue to be permitted providing it is not abused and the employee makes every effort to make up any required training. All swap time is to be paid back within 365 days or the employee will have been deemed to have abused swap time. The Assistant Chief shall be notified of all swaps. The Training Officer, the EMS Supervisor, the Fire Prevention and Education Officer, and the Fire Marshall will not be allowed to swap time.

E. When any bargaining unit employee is subpoenaed to Court to testify as a result of their work, such hours shall be paid and computed as hours worked in accordance with the Fair Labor Standards Act. Employees will reimburse the City any witness fees paid to them if such testimony is during their scheduled work hours.

F. Beginning July 1, 2011, employees covered by this agreement shall be paid at the rate of one and one half (1 1/2) their regular hourly rate for all hours actually worked beyond their regular schedule in a calendar week. provided that the employee actually works their regular schedule, vacation time will count as hours worked. In the event that an employee does not actually work the employee's regular schedule, then the employee is not entitled to overtime until the employee has actually worked more than an equivalent number of hours as the regular schedule in that week. Notwithstanding the preceding language an employee shall be entitled to overtime when required by other sections of this contract.

ARTICLE 14- WAGES

A. Base Pay Grades will be effective July 1, 2020 reflecting a 2% increase from the prior year, in addition to discussed Market Analysis adjustment and longevity.

	Longevity	2.00%	5.00%	4.00%	2.00%	3.00%
Date	Base	5 years	10 years	15 years	20 years	25 years
Rank	0.00	5.00	10.00	15.00	20.00	25.00
Probation Emt	$21.6977	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
Probation AEMt	$22.1209	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
Probation Para	$23.3183	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
FFEMT	$22.5012	$22.95	$24.0988	$25.06	$25.5640	$26.33
FFAEMT	$22.9194	$23.38	$24.5467	$25.53	$26.0391	$26.82
FF Paramedic	$24.1026	$24.58	$25.8139	$26.85	$27.3834	$28.20
	Longevity	2.25%	2.25%	2.25%	2.25%	2.25%
Lieutenant EMT	$26.7497	$27.35	$27.9670	$28.60	$29.2397	$29.90
Lieutenant AEMT	$27.2390	$27.85	$28.4785	$29.12	$29.7745	$30.44
Lieutenant Paramedic	$28.6233	$29.27	$29.9259	$30.60	$31.2877	$31.99
Captain EMT	$29.6922	$30.36	$31.0434	$31.74	$32.4560	$33.19
Captain AEMT	$30.2353	$30.92	$31.6112	$32.32	$33.0497	$33.79
Captain Paramedic	$31.7719	$32.49	$33.2177	$33.97	$34.7293	$35.51
Fire Marshall EMT	$29.6922	$30.36	$31.0434	$31.74	$32.4560	$33.19
Fire Marshall AEMT	$30.2353	$30.92	$31.6112	$32.32	$33.0497	$33.79
Fire Marshall Paramedic	$31.7719	$32.49	$33.2177	$33.97	$34.7293	$35.51

Base Pay will be effective July 1, 2021 reflecting a 2.25% increase from the prior year, in addition to changes to longevity.

	Longevity	2.00%	2.00%	5.00%	4.00%	2.00%	3.00%
Date	Base	4 years	7 years	9 years	14 years	19 years	22 Years
Rank	0.00	4.00	7.00	9.00	14.00	19.00	22.00
Probation Emt	$22.1859	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
Probation AEMt	$22.6186	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
Probation Para	$23.8430	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
FFEMT	$23.0075	$23.47	$23.9370	$25.13	$26.1392	$26.66	$27.46
FFAEMT	$23.4351	$23.90	$24.3819	$25.60	$26.6250	$27.16	$27.70
FF Paramedic	$24.6449	$25.14	$25.6406	$26.92	$27.9995	$28.56	$29.13
	Longevity	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
Lieutenant EMT	$27.3516	$27.97	$28.5962	$29.24	$29.8975	$30.57	$31.26
Lieutenant AEMT	$27.8519	$28.48	$29.1193	$29.77	$30.4444	$31.13	$31.83
Lieutenant Paramedic	$29.2674	$29.93	$30.5992	$31.29	$31.9917	$32.71	$33.45
Captain EMT	$30.3602	$31.04	$31.7418	$32.46	$33.1863	$33.93	$34.70
Captain AEMT	$30.9156	$31.61	$32.3224	$33.05	$33.7933	$34.55	$35.33
Captain Paramedic	$32.4868	$33.22	$33.9651	$34.73	$35.5108	$36.31	$37.13
Fire Marshall EMT	$30.3602	$31.04	$31.7418	$32.46	$33.1863	$33.93	$34.70
Fire Marshall AEMT	$30.9156	$31.61	$32.3224	$33.05	$33.7933	$34.55	$35.33
Fire Marshall Paramedic	$32.4868	$33.22	$33.9651	$34.73	$35.5108	$36.31	$37.13

Base Pay will be effective July 1, 2022 reflecting a 2.25% increase from the prior year.

	Longevity	2.00%	2.00%	5.00%	4.00%	2.00%	3.00%
Date	Base	4 years	7 years	9 years	14 years	19 years	22 Years
Rank	0.00	4.00	7.00	9.00	14.00	19.00	22.00
Probation Emt	$22.8515	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
Probation AEMt	$23.2972	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
Probation Para	$24.5583	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
FFEMT	$23.6977	$24.17	$24.6551	$25.89	$26.9234	$27.46	$28.29
FFAEMT	$24.1381	$24.62	$25.1133	$26.37	$27.4237	$27.97	$28.53
FF Paramedic	$25.3843	$25.89	$26.4098	$27.73	$28.8395	$29.42	$30.00
	Longevity	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
Lieutenant EMT	$28.1721	$28.81	$29.4541	$30.12	$30.7945	$31.49	$32.20
Lieutenant AEMT	$28.6874	$29.33	$29.9929	$30.67	$31.3578	$32.06	$32.78
Lieutenant Paramedic	$30.1454	$30.82	$31.5172	$32.23	$32.9514	$33.69	$34.45
Captain EMT	$31.2711	$31.97	$32.6941	$33.43	$34.1819	$34.95	$35.74
Captain AEMT	$31.8430	$32.56	$33.2921	$34.04	$34.8071	$35.59	$36.39
Captain Paramedic	$33.4614	$34.21	$34.9841	$35.77	$36.5761	$37.40	$38.24
Fire Marshall EMT	$31.2711	$31.97	$32.6941	$33.43	$34.1819	$34.95	$35.74
Fire Marshall AEMT	$31.8430	$32.56	$33.2921	$34.04	$34.8071	$35.59	$36.39
Fire Marshall Paramedic	$33.4614	$34.21	$34.9841	$35.77	$36.5761	$37.40	$38.24

*42 -hour week except for the Fire Marshall.

B. Educational Incentive Pay

1. An educational incentive will be paid to employees upon completion of the following credit hours:

30 Educational Credit Hours	Additional $0.25 per hour
60 Educational Credit Hours	Additional $0.45 per hour
120 Educational Credit Hours	Additional $0.55 per hour
180 Educational Credit Hours	Additional $0.75 per hour

Employees covered by this Agreement shall receive pay increases in accordance with the above schedule, if they have completed a curriculum, or if they are enrolled and continue to participate in a curriculum leading to or attaining an Associate Degree, Bachelor Degree or Masters Degree from an accredited University or College. Verification of credit hours must be made for payment in the following pay period. In order for an employee to receive the educational benefits, they must have earned a 2.5 grade point average for core curriculum courses and at least a 2.0 grade point average for non-technical courses.

i. Employees enrolled in programs as prescribed in subsection B.1 above, shall be reimbursed the cost of tuition upon receipt by the Chief of an official transcript and receipts verifying the amount of payment made for the course(s), provided such course(s) have been approved in advance by the Chief. The City shall pay tuition costs for no more than fifteen (15) credit hours annually per employee with a maximum fiscal year benefit of $12,500 for the fire department.

ARTICLE 15 - CALL BACK PAY

Employees called back (excepting only the oncoming shift thirty (30) minutes or less prior to a shift change) by a special call of signal or Firefighter/EMS personnel recall within twenty (20) minutes shall be paid at time and a half rate of pay and will be guaranteed at least two (2) hours pay for all hours worked up to two (2) hours. For all hours worked over two (2) and all callbacks worked for calls which are dispatched between the hours of midnight and 6:00 A.M., employees will be guaranteed at least three (3) hours pay at time and a half rate of pay. When the Training Officer, the EMS Supervisor, the Fire Prevention and Education Officer, and the Fire Marshall work line functions, they will receive their hourly rate as appropriate. However, when working overtime intheir staff functions, they will receive compensatory time.

ARTICLE 16 - PAID HOLIDAYS/HOLIDAY PAY

A There shall be twelve (12) paid holidays per year to be paid in the week the actual holiday occurs. The Training Officer, the EMS Supervisor, the Fire Prevention and Education Officer, and the Fire Marshall shall not receive paid holidays in accordance with this section, but shall get the day off from work. The days off shall be as listed in Section C. of this Article and Article 8 of this Agreement.

B. The holiday pay shall be one-fifth (1/5th) of the weekly base pay in effect at the time of the holiday. The Monday holiday law will be observed when it applies. The holiday pay shall be paid whether the employee is on duty or off, including during the two (2) full weeks of City paid sick leave (which means off the job illness or injury). All holidays shall be paid for one (1) year while an employee is on Worker's Compensation.

C. The following shall be paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Christmas Day
Memorial Day	Patriot's Day
Independence Day	Columbus Day
Labor Day	Day after Thanksgiving Day

Saturday afternoon, Sunday, and Official Participation Days recognized by the City, the Nation or the State, and recognized holidays shall be considered ready alert time. Participation days and holidays that occur on Sunday will be observed as stated on the next day, Monday.

D. Employees that work on shift for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at a rate of time and one half (1 ½) of their regular hourly rate regardless of hours worked for that pay period.

ARTICLE 17 - YEARS OF SERVICE

1. Years of service will be determined by the length of unbroken time an employee has been on the payroll with the City.

2. Sick time up to one (1) year or any other authorized leave of absence shall not be interpreted to mean broken time.

ARTICLE 18 - SENIORITY IN RANK

A. Seniority in rank will be determined by the length of time an employee has served in a certain promotion level. In the event more than one employee is promoted the same date, the highest promotion score will determine seniority. If said scores and the time of day are equal, departmental seniority shall prevail. All seniority lists, drafts, and records will show that sequence from that time forward.

B. In the event of a personnel reduction, these lists shall have no bearing on the reduction. The employee with the least amount of Fire Department years of service shall be laid off first. No new employees shall be hired until the laid off employee has been given the opportunity to return to work.

C. A laid off employee shall be eligible for recall for a period of eighteen (18) months from the effective date of layoff provided the employee has a current address on file with the City Manager's office. The employee will be notified of recall at the last known address on file. If the employee fails to report for work within fourteen (14) days of the notice, all further recall rights shall be waived. Before an employee returns to work, the Fire Chief may require the employee to pass the physical agility test.

ARTICLE 19- VACATIONS

A. Employee vacation may be taken in increments of four (4), six (6), twelve (12) or twenty-four (24) hour increments.

8. Vacation pay shall consist of pay for each hour taken times the number of hours taken. Employees who resign during the year prior to taking vacation shall be entitled to their pro rata share of vacation pay.

C. The vacation schedule for Line Officers and Firefighter/EMS personnel is:

From date of hire.	1st Day	1 yr	2 yrs.	3 yrs.	4 yrs.	6 yrs.	12 yrs.	20 yrs.
Allowed hours	48	96	108	120	144	168	192	240

The Training Officer, the EMS Supervisor, the Fire Prevention and Education Officer, and the Fire Marshall's vacation time may be taken in four (4) hour or eight (8) hour increments. The vacation schedule for the Training Officer, the Fire Prevention and Education Officer, and the Fire Marshall is:

One (1) Year form date of hire	80 hours
Five (5) Years from date of hire	120 hours
Ten (10) Years from date of hire	160 hours
Fifteen (15) Years from date of hire	180 hours
Twenty (20) years from date of hire	200 hours

D. There shall be no loss of vacation benefits due to any change in duty periods.

E. Line Officers and Firefighter/EMS personnel may automatically carry over up to forty-eight (48) hours of vacation and the Training Officer, the EMS Supervisor, the Fire Prevention/Education Officer, and the Fire Marshall may automatically carry over up to forty (40) hours of vacation into the next anniversary year.

F. Probationary Employees shall have available 48 hours to use by approval of the Chief or designee the first day of hire.

ARTICLE 20 - RETIREMENT AND MEDICAL BENEFITS

Retirement:

A July 1, 2014 - December 31, 2014: The City agrees to continue to participate in the cost of retirement payments pursuant to 5 M.R.S.A. Sec. 17001 et. seq. (Formerly 5 M.R.S.A Sec. 1001) 20-year Pension, no age with the COLA (COLA language shall be from 2002.) Effective July 1, 2004

Effective January 1, 2015: All current eligible Firefighters/Paramedics & Firefighter/EMS who were hired as employees of the City prior to January 1, 2015 will have a ONE TIME OPTION to remain covered under the City's current plan with MainePERS, Special Plan 1C -one-half (1/2) of their Average Final Compensation (average of three (3) highest years of earnable compensation), upon the completion of twenty (20) years of creditable service in the capacity of a Firefighter (as defined by Maine Public Employees Retirement System) under the PLD Consolidated Plan, regardless of age OR to move to Special Plan 3C two-thirds (2/3) of their Average Final Compensation (average of three (3) highest years of earnable compensation), upon the completion of twenty five (25) years of creditable service in the capacity of a Firefighter (as defined by Maine Public Employees Retirement System) under the PLD consolidated Plan, regardless of age. All employees will have a ONE TIME OPTION to select which plan they wish to be covered under for service rendered after December 31, 2014 for the duration of their employment with the City of Sanford. If an employee does not complete the required plan selection form, the employee will be moved to the 3C plan.

Effective January 1, 2017: All Firefighter/Paramedics& Firefighter/EMS who were hired as employees of the City on or after January 1, 2015 currently enrolled in the Special Plan 2C one half (1/2) of their Average Final Compensation (average of three highest years of earnable compensation) upon the completion of twenty-five (25) years of credible service in the capacity of a Firefighter (as defined by Maine State Retirement System) with the City regardless of age, will be **required** to change to the Special Plan 3C two-thirds (2/3) of their Annual Final Compensation average of three highest years of earnable compensation), upon the completion of twenty five (25) years of creditable service in the capacity of a Firefighter (as defined by Maine Public Employees Retirement System) under the PLO consolidated Plan, regardless of age. **Effective January 1, 2017:** All eligible

Firefighters/Paramedics & Firefighter/EMS who are hired as employees of the City on or after January 1, 2017 may retire with a service retirement allowance based upon MainePERS Special Plan 3C two-thirds (2/3) of their Annual Final Compensation average of the three highest years of earnable compensation, upon the completion of twenty five (25) years of creditable service in the capacity of a Firefighter (as defined by Maine Public Employees Retirement System) under the PLO consolidated Plan, regardless of age.

Medical Benefits:

B. Effective January 1, 2015; Subject to the availability of such plans from the Maine Municipal Employees Health Trust (MMEHT), the City shall provide employees with the MMEHT POS-200 (Point of Service) health insurance plan or its' equivalent.

The City will further provide a Health Reimbursement Account (HRA), with one hundred percent (100%) contributions by the City, to limit out of pocket expenses to the employees. Said HRA benefit will be paid first for all qualifying expenses, prior to the employee incurring qualifying costs. The HRA benefit will be administered through a Third-Party Administrator (TPA) and made available through a benefits debit card. The benefit shall be:

1. January 1, 2017: HRA equal to seventy percent (70%) MOP* for employees' enrolled plan coverage. **

MOP (Maximum Out of Pocket) is defined as Deductible and Coinsurance only, not subject to pending out of pocket on co-pays under the Affordable Care Act.

**Employee's Enrolled Plan Coverage is defined as Employee, Dependent, or Family Plan.

City employees will also have the option to select the MMEHT POS C plan, with the provision that those employees who wish to continue with the POS C plan pay the total difference in premium between the MMEHT POS-200 and the MMEHT POS-C plan, in addition to the contractual amount of premium contributions. There will be no HRA benefit with the MMEHT POS C plan. Employees will have the benefit of once a year, on January 1st, of changing their election to either the MMEHT POS-200 plan or the MMEHT POS-C plan.

1. Effective July 1, 2015, employees shall, through payroll deduction, pay twenty percent (20%) of the total premiums for the applicable level of coverage and plan, as selected by the employee. Employees who select the MMEHT POS C plan will pay the total difference in premium between the MMEHT POS 200 plan and the MMEHT POS C plan in addition to the twenty (20%) percent of the MMEHT POS C premium.

2. For the purposes of this Agreement, "family coverage" shall mean coverage for the employee and spouse and/or any dependent children. "Dependent coverage" shall mean coverage for the employee with one or more dependent children with no spouse. To be eligible to participate in the employee, family, or dependent health and hospital plan, employees must sign an authorization form which will allow the City to withhold wages through weekly payroll deduction to collect the employee's contribution towards employee, family, and dependent premium increases. Employees will have the choice of making such contributions on a pre-tax basis (free from federal and state taxes and FICA contributions) under the provisions of Section 125 of the Internal Revenue Service Code, or after-tax basis.

   The City reserves the right to retain a consultant to advise it regarding health insurance and to go to bid for health insurance. The City will provide the Union with thirty (30) days prior notice of any proposed change.

3. The City will, in no case, pay for a subscription level to which an employee is not entitled by virtue of the number of people they mayinsure.

4. New employees shall be eligible for medical insurance coverage on the first business day of the month following the first full month of service with the City.

C. Any full-time employee of the bargaining unit, who does not choose to participate in the City's health insurance program, shall receive a total stipend of $6,000.00 per year to be paid out in equal monthly payments. Any person taking the stipend must annually provide proof of insurance as a requirement of MMEHT. An employee covered under this agreement who is currently covered by a City of Sanford's health insurance plan under a different bargaining agreement or Personnel Policy is not eligible to receive this stipend. Stipends will be paid annually no later than the last pay period in January. Stipends to be prorated during the first and last year of an employee's employment with the City to be calculated upon eligibility date for first year and separation of service date with the last year of service.

D. Glasses or dentures broken while responding to an emergency (or if such breakage is directly related to the work assignment being performed) shall be replaced or repaired. A written report detailing the cause of the breakage shall be given to the Chief or his/her designee.

ARTICLE 21 - SICK LEAVE-BEREAVEMENT LEAVE-WORKERS COMPENSATION

A. Sickness or injury in the line of duty shall not be charged against sick leave. Employees shall be eligible for sick leave after becoming members of the bargaining unit. Employees shall be eligible for a total of 196 hours of sick leave annually from July 1 to June 30 each year, for non-service incurred injury or disability. Absence from work due to sickness for a period of fourteen (14) days or less shall be known as a short-term illness.

Employees calling in sick ahead of time may take time in increments of four (4), six (6), twelve (12), or twenty-four (24) hour increments. If an employee must leave work during a shift due to sickness of self or sickness of family resulting in uneven sick hours, the time will be rounded to the nearest hour through the end of their shift.

B. In the event that a prolonged incapacity leave claim is made by an employee, the City shall allow the use of the first seven (7) calendar day waiting period to be charged to sick leave. After seven (7) calendar days have passed, the insurance company will pay a valid, certified claimant, beginning on the eighth day, up to and including 365 days pursuant to the City's income protection policy. Absence from work due to a sickness lasting more than fourteen (14) days shall be known as a long-term illness.

Effective July 1, 2015, all employees in the bargaining unit shall contribute $2.85 per week towards the cost of the Income Protection Insurance Plan.

The City shall continue to pay the balance of the cost of the group Income Protection Insurance Plan as provided for all employees covered by this agreement through the Maine Municipal Association.

Employees will be able to use, in hourly increments, their accrued sick time to make up any difference in the amount of money received from Income Protection and their regular base salary. The amount of sick time and Income Protection received shall not exceed the employee's regular net pay.

D. Duty days are for short-term illness and calendar days are for long-term illness.

E. Sick leave may be used for personal illness or disability to an extent as to render the employee unable to perform their duties that may be assigned during this illness or disability. The City may require a doctor's certification of such illness or disability.

Sick leave may also be used for attendance upon members of the family within the immediate household of the employee when their illness requires care by such employee, not to exceed 196 hours per year. When an employee is absent for family sickness in excess of three (3) days, the employer may request a physician's statement relative to the sickness as evidence to substantiate the absence. Any costs incurred in providing the document shall be borne by the employee.

F. Bereavement leave:

1.In the event of an employee's immediate family, defined for the purposes of bereavement leave as: spouse, domestic partners, parents, domestic partner of parent, step-parent, children, step-children, domestic partner's children, the employee shall be granted up to five (5) consecutive calendar days 48 hours of paid leave to attend the funeral.

2. In the event of the death of an employee's father-in-law, mother-in-law, siblings, step-siblings, grandparents, grandchildren or grandchildren of your domestic partner, the employee shall be granted up to three (3) consecutive calendar days 24 hours of paid leave to attend the funeral.

3. In the event of the death of a sister-in-law, brother-in-law, or any other relative living in the same household of the employee, the employee shall be granted up to one (1) day of paid leave 24 hours paid leave to attend the funeral.

4.Upon agreement between the Fire Chief and the Union, up to one (1) day of paid leave 24 hours may be granted for bereavement purposes.

G. An employee may accumulate up to 360 hours of sick leave. When an employee

resigns in good standing or when an employee retires or separates from service the employee shall be paid at one hundred percent (100%) of the employees' accumulated sick time up to a maximum of 360 hours, one (1) day would equal twelve (12) hours for the thirty (30) day buyout only, and at fifty percent (50%) of any additional sick time accrued after their 360 hours maximum during last year of service.

The employees shall be compensated for fifty percent (50%) of unused sick leave at the end of each year after the employee has accrued 360 hours. Payment for such unused sick leave will be computed on the basis of one seventh (1/7th) of a week's pay for each day of sick leave; one (1) day would equal twelve (12) hours and will be paid by the last payroll in July of the following fiscal year.

H. If illness or injury arises out of employment outside the fire department, paid sick leave or paid income protection from the City of Sanford shall not be paid.

I. Employees out of work on Worker's Compensation payments may be required to perform temporary light duty work, provided clearance is granted by a medical doctor. An example of light duty work would be projects around the station, preparation of proposals, and other paper work or any other work as permitted by a medical doctor.

ARTICLE 22 - INJURED ON DUTY

A. The City, in cases of a Worker's Compensation injury, shall advance to the employee the amount due them under Worker's Compensation benefits, on a weekly basis. The City shall also pay the difference between what is received from Worker's Compensation Insurance and the net base pay the employee receives from the City.

B. If an employee is out of work on a Worker's Compensation claim up to six (6) months, the employee shall receive all allowances and benefits provided by this Agreement. If an employee is out of work on a Worker's Compensation claim for six (6) months or more, all allowances and benefits shall be prorated as to time worked except for medical insurance premiums, which shall be paid as provided in Article 20 of this Agreement.

C. Upon receipt of payment from Worker's Compensation insurance, the employee shall reimburse the City all advance payments made by the City for Worker's Compensation. If Workers Compensation determines the claim is not compensable the employee shall reimburse all advance payments or use their available sick leave to cover that period. Should an employee fail to repay the City, the City may deduct such advance from the employee's weekly pay.

D. If an employee is out of work on a Worker's Compensation claim prior to or overlapping their anniversary date, resulting in the inability to use their accrued vacation time, they will be compensated with a vacation buy out for 100% of the vacation that is unable to be carried forward to the next year, at their current rate of pay.

ARTICLE 23 - DEATH OR KILLED IN THE LINE OF DUTY
DELETED 5/31/98

ARTICLE 24 - JURY DUTY

Firefighter/EMS personnel called to jury duty shall receive the difference between their jury pay and their regular wages upon the presentation of proof of jury pay received. In order to receive this benefit, they shall report to their station within one (1) hour after dismissal.

ARTICLE 25 - UNIFORMS

A. The City will provide all employees with an initial uniform issue consisting of three (3) pairs of pants, four (4) tee shirts, four (4) uniform shirts, one (1) sweatshirt, one (1) pair of shoes/work boots, one (1) belt, and one (1) all weather jacket. The City shall also provide patches, badges, and rank insignias. Belts shall be dark blue or black with decorative buckles permitted. Socks will be dark blue or black or white when medically required.

B. The City will solely determine the standards the clothing shall meet. However, the City will meet and consult with the Union on the brands and types of uniforms purchased. Bargaining unit members shall be given options for footwear in each category - shoes and boots, and options as to the type of jacket worn in each category - summer and winter.

The Fire Chief or designee shall be responsible to maintain contracts for station work uniforms, station footwear, and uniform accessories (badges, patches, etc.).

Station work uniforms and footwear shall be issued as defined by the Chief's Standing Orders Section 5.6 Work Uniforms.

Station Work Uniforms

On or about July 1 of each year, the Fire Chief or designee shall cause each bargaining unit member's account to be credited with $632.40 for uniforms.

Effective July 1, 2018, each unit member's account will be credited with $700.00.

ARTICLE 26 - TURN OUT GEAR AND SAFETY

The City agrees to continue to supply all safety turn out gear and protective clothing.

ARTICLE 27 - IMMUNIZATION

A. The City agrees to provide and maintain disease immunization against all current communicable diseases to which any employee in the Department may reasonably be expected to be exposed to during the performance of their duties. The City will make direct arrangements with a health care provider for such immunizations when possible or reimburse the employee the difference between the cost of the immunization as covered by health insurance and the actual cost of the immunization.

ARTICLE 28 - MEALS AND TRAVEL EXPENSES

A. The City shall maintain, in the custody of the Fire Chief or their designee, a sum of money, as recommended by the Chief, for the purpose of minor travel expenses.

8. Planned and expected travel expenses incurred by unit employees in the performance of their duties will be provided by the City, in advance, whenever practical.

C. Expenditures of twenty-five ($25) dollars or less by unit employees who did not receive an advance will be paid within twenty-four (24) hours by the Chief or their designee upon receipt of proper expense vouchers.

D. Travel expenses in excess of twenty-five ($25) dollars due unit employees will be submitted to the Chief for reimbursement through normal City disbursing policies.

ARTICLE 29 - PAST PRACTICES

The City agrees it will meet and discuss with the Union any changes in past practice. Past practices which are inconsistent with the Agreement or inconsistent with lawful authority of management will not be permitted. Past practices are listed in Appendix A, attached to this Agreement. The past practice list may be reopened for the purpose of alterations to the current list or deletions provided there is mutual agreement of the parties to do so.

ARTICLE 30- EQUIPMENT AND APPARATUS

All equipment and apparatus shall be maintained in accordance with State of Maine standards and State of Maine Emergency Medical Services standards as appropriate.

ARTICLE 31 - AMBULANCE SERVICE

The City Ambulance Service agrees to assume the unpaid balance for the emergency use of a City ambulance by an employee. Such privilege shall be extended to the spouse, and child under the age of twenty-six (26), upon proof that payment for ambulance service has been rejected by the insurance carrier and in the area normally serviced by the City ambulance.

ARTICLE 32 - GRIEVANCE PROCEDURE

Grievance and arbitration procedure: Any dispute, which arises between the parties concerning the application, meaning or interpretation of this agreement, shall be settled in the following manner:

A. The Union, through an authorized steward, shall take up the grievance with the Fire Chief or their designee within thirty (30) business days of the alleged infraction.

B. If the Union and the Fire Chief have not resolved the grievance within ten (10) business days, and the Union wishes to continue the grievance process, the Union shall submit the details of such grievance in writing to the City Manager within ten (10) business days thereafter. The City Manager shall meet with the representatives of the Union within ten (10) business days for the purpose of adjusting or resolving such grievance. The City Manager shall render a written decision within ten (10) business days after said meeting.

C. In the event that the decision of the City Manager rendered pursuant to B above is not acceptable to the Union, it may within five (5) business days thereafter request that the matter be submitted to the City Council by notifying them in writing. The City Council shall schedule with the representatives of the Union within ten (10) business days for the purpose of adjusting or resolving such grievance. The City Council shall render a written decision within fifteen (15) business daysafter said meeting.

D. In the event that the decision of the City Council rendered pursuant to C above is not acceptable to the Union, it may within ten (10) business days thereafter request that the matter be submitted to arbitration by notifying the City in writing.

E. Within seven (7) business days of receipt of the Union's intent to arbitrate by the City, the parties shall try to mutually agree upon the name of an arbitrator. If the parties fail to agree upon an arbitrator, the Union may request the American Arbitration Association to assist the parties in the selection of an arbitrator in accordance with the Rules and Procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties. However, the arbitrator shall be without authority or power to make a decision, which requires the commission of an act prohibited by law or which is a violation of the terms of this agreement. The parties shall share equally in the filing fees of the American Arbitration Association. The cost of the services of the arbitrator shall be borne by the losing party, unless the arbitration award does not favor one party or the other, in which case, such cost shall be shared equally by the parties. Each party shall be responsible for the cost of preparing and presenting its own case. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes such record available to the other party and the arbitrator upon request.

F. The time limits for processing of grievances may be extended by mutual written consent of the parties.

G. Any grievance not initiated or processed in accordance with the procedures herein, shall be deemed waived.

H. At any step of the grievance procedure, the City may act through its authorized representative.

I. Nothing in this Article shall diminish the right of any employee covered hereunder to present their own grievance as set forth in 26 **M.R.S.A.** 964(2) (a).

ARTICLE 33 - REPRESENTATION

Under the terms of this agreement an employee shall be given the right to Union representation at any investigation hearing for the mutual aid and protection of the employee.

ARTICLE 34 - ON-DUTY TRAINING

All required training shall be held on duty during regular working hours except that the Chief may require up to sixteen (16) classroom hours per year for any fire service-related training other than EMS training. Time spent on training to maintain required level during nonworking hours shall be paid at the Firefighter/EMS personnel's regular rate as appropriate. The City will make a reasonable effort to support and pay for training leading to an employee's advancement in their primary job or to advancement in cross-training.

ARTICLE 35 - NON-RESIDENCY

There will be no requirements made on an employees' place of residency by mileage, municipality, or travel time.

ARTICLE 36 - RULES AND REGULATIONS

All rules and regulations set forth by the Chief shall be contained in the Chiefs Standard Operations Manual. A current copy of the Chiefs Standard Operations Manual shall be available to unit members in each fire station.

ARTICLE 37 - FILLING OF VACANCIES

A. A long-term vacancy shall be for a period of time in excess of fourteen (14) days. The City shall fill said vacancies in accordance with the City hiring procedures.

B. On long term vacancies such as prolonged illness, death, resignation, and other situations, the City reserves the right to fill said vacancies with temporary personnel for up to a period of six (6) months. If the job being held by the temporary employee becomes available, temporary service employees will be given consideration for the position. Ifthe temporary person is hired as a regular employee without a break in service, they will be given seniority credit.

C. A temporary vacancy shall be for a period of fourteen (14) days or less.

D. Management will make every effort to fill temporary vacancies with permanent personnel unless extenuating circumstances do not allow. The Training Officer, the EMS Supervisor, the Fire Prevention and Education Officer, and the Fire Marshall positions will not be filled when there is a temporary vacancy.

ARTICLE 38 - SEPARABILITY

A. If any clause, sentence, paragraph, or part of this Agreement is adjudged to be invalid by a court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

ARTICLE 39 - DURATION OF AGREEMENT

This Agreement reached between the parties hereto shall be effective upon its ratification by the Union membership and by the Sanford City Council, for persons employed on the date of the last ratification, and shall be deemed to be one contract of three years duration that will expire June 30, 2023.

The parties agree that for the term of this Agreement, there shall not be an obligation to bargain collectively with respect to any subject or matter referred to or covered in this Agreement provided that such subject or matter was within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement; and provided further that by this provision, the Local does not waive its right to bargain over the impact of decisions or policies affecting terms and conditions of employment implemented by the City.

IN WITNESS WHEREOF, the parties herein have caused this instrument to be executed for the City of Sanford by its City Manager, for the Union by its President and Bargaining Agent, this the 5 Day of August, 2020.

FOR THE UNION

Executive Board

FOR THE CITY

Steven Buck, City Manager

APPENDIX A

This letter is one of intent to explain the position of the parties in reference to the contract Article covering practices. The following is a complete list of practices between the parties as of this date:

1. Permanent Firefighter/EMS personnel may have a lunch and supper hour, one (1) hour each shift, per work schedule posted April 26, 1981.

2. Permanent Firefighter/EMS personnel may wash their vehicles at the discretion of the house officer.

3. Permanent Firefighter/EMS personnel are entitled to breakfast after a night shift and are going to be on duty the following shift. If manpower personnel are available, s/he may go home for a change of clothes or pick up his/her breakfast, but s/he is not entitled to an hour.

4. Management is to provide beds for the permanent Firefighter/EMS personnel within the limitations of the sleeping quarters.

5. Permanent Firefighter/EMS personnel will be allowed to have a TV in each station.

6. One (1) permanent Firefighter/EMS personnel team shall be allowed to leave the station for store runs or take out lunches when personnel is sufficient after getting permission from the Officer in charge.

7. Local 1624 shall be permitted to have a coke machine, candy machine, chairs, tables, ping-pong table in each station or any other items that are agreed to at a later date. The City shall have no liability for maintenance, damage to or theft of the machine or its contents.

8. Telephone use per notice posted December 9, 1977.

9. Permanent Firefighter/EMS personnel will have time on duty to work on county retirement suppers or the like when held in either station with the permission of the Chief.

10. Union Executive Board meetings, Union special meetings will be permitted with the permission of the Chief.

11. Sweat shirts and t-shirts may be worn under turn-out gear when responding to

night fire calls.

12. Permanent Firefighter/EMS personnel will have the use of shower or bathroom facilities.

13. Bed linens, towels, blankets, and pillows will be furnished to the permanent Firefighter/EMS personnel by the Fire Department.

14. Laundry service will be furnished by the Fire Department for the Fire Department linens, towels, blankets, and pillows.

15. Permanent Firefighter/EMS personnel will be allowed one (1) hour off after finishing two (2) consecutive shifts. One (1) firefighter or EMT may leave at a time.

16. Firefighter/EMS personnel on call-back must be released as soon as practical after an emergency.

17. The use of tools for private use on the Fire Department premises may be used excepting those that are kept locked as of January 11, 1980 and those that are bought hence. Each employee using tools for private use shall bear full responsibility for returning the tools and for their maintenance. Further, the City accepts no liability for injury or damage resulting from use of such tools.

18. An adequate number of food closets will be furnished for personnel.

19. Local 1624 will be permitted to have a bulletin board that is accessible to all members of the bargaining unit.

20. The Union has permission to keep its Union Charter posted in an agreed upon location.

21. Personal a.m. and f.m. radios may be used at stations. Scanners may be used in bedroom area.

22. Use of stove and refrigerators.

23. The Union shall have the use of a similarly sized storage area for its equipment. (1984)

24. The Union may have a storage area, located reasonably accessible to the soda machine for storing soda.

25. Use of adequate space for the Secretary-Treasurer for existing file cabinets.

26. Personnel may take soft and hot beverages to their workstations

27. Visiting privileges for spouses and friends as long as it is not abused, especially during non-ready alert time.

28. Permanent Firefighter/EMS personnel may have the use of horseshoe pits.

29. Chief agrees that if a person is engaged in department operations for several hours during night duty, and on duty again the following morning, s/he shall have permission to make-up sleep time at the discretion of the shift officer.

30. Should lay-offs be necessary, two (2) weeks' notice shall be given to Firefighter/EMS personnel affected. Union has agreed that layoffs are not a matter subject to past practices or grievance procedure other than those stipulated in Article 19 as referred to in Article 18.

This list may be added to or subtracted from by mutual agreement of the parties.

City of Sanford

Fire Department

972 Main Street, Sanford, Maine 04073-3592

Emergency Services

CHIEF Steve Benotti

Appendex B
Memorandum of Understanding between the City of Sanford Fire Department, Local 1624 IAFF & FF_____for Paramedic Training

This Memorandum of Understanding (MOU) is entered into by and between the following entities: Firefighter _____, IAFF local 1624, and the Sanford Fire Department on behalf of the City of Sanford, Maine.

These entities are entering into this agreement regarding provision for Paramedic classes for employee _____. The purpose of this MOU is to establish the framework through which all interested parties will collaborate and to articulate the specific roles and responsibilities of each member.

I. CLASS PAYMENT

The City of Sanford, through the Sanford Fire Department, agrees to pay all expenses for tuition as well as required textbooks. The expected costs through United Ambulance Service are calculated at $_____which will be paid directly to the educational institution.

II. CLINICAL WORK

Additionally, the City of Sanford, through the Sanford Fire Department, agrees to pay the above stated employee for overtime during the time they are completing the clinical component of the program. This will be paid in the same way that other department overtime is calculated and will be based on their completed work for each covered week. This is to include all required hours of clinical ride time.

III. OVERIME CALL LISTING

During the time that the above stated employee is completing this paramedic training; they have the option of being bypassed in the overtime call list without penalty.

Phone (207) 324-9160 • 324-9162 • Fax 324-5672

City of Sanford

Fire Department

972 Main Street, Sanford, Maine 04073-3592

Emergency Services

CHIEF Steve Benotti

IV. TRANSPORTATION

When a fire department vehicle is available, the above stated employee will have the option of utilizing that vehicle for transportation to and from the Paramedic Training. Fueling will take place using the Sanford Fire Department WEX card and will be completed at an appropriate place that accepts that fueling method.

V. ONDUTY CLASS TIME

The City of Sanford Fire Department will ensure the station has adequate coverage during the times that the above stated employee would normally be on duty, without loss of accrual by the employee.

VI. PARAMEDIC STUDENT'S RESPONSIBILITIES

The above stated employee agrees to attend all classes, clinical, or program meetings to the best of their ability, and will promptly report any absences to the Fire Chief or Assistant Fire Chief. The above stated employee will provide periodic updates concerning their progress and will seek assistance when needed to ensure success. The above stated employee will accept responsibility for ensuring the department vehicle is re-fueled after use.

IAFF Local 1624 agrees to provide morale support and occasional tutoring as needed to assist the above stated employee with reaching ultimate success in the form of their Paramedic licensure.

IAFF Local 1624 agrees to the program, compliance with proposed agreement, and monetary arrangements as presented, and further agrees there will be no compensation for the above stated employee's classroom or travel time and expenses.

IX. ASSURANCES

Each member of this agreement hereby assures and represents that it:

1) Agrees to be bound to every statement and assurance made within this Memorandum of Understanding.
2) Agrees to work together to fulfill the intent and potential of this agreement to the benefit of all involved.
3) Should the above stated employee discontinue the program prior to completion or fail to successfully complete the program resulting in Paramedic licensure, they may be liable for repayment of course costs to the Sanford Fire Department upon request.

Phone (207) 324-9160 • 324-9162 • Fax 324-5672

City of Sanford

Fire Department

972 Main Street, Sanford, Maine 04073-3592

Emergency Services

CHIEF Steve Benotti

X. Modifications

(1) This Memorandum of Understanding may be amended by the City of Sanford when necessary due to budgetary constraints by giving written notification sixty (60) days prior to change.

XI. Effective Date/Duration/Termination

This agreement shall take effect upon the signing by all parties and shall be applicable to this situation only, but may be used as a guide for future endeavors dependent on the completion and success of this memorandum for paramedic training of the above stated employee.

XII. Signatures

_____ _____

(Employee,_____) (Date)

_____ _____

(President IAFF local 1624) (Date)

_____ _____

(Fire Chief) (Date)

Phone (207) 324-9160 • 324-9162 • Fax 324-5672