

# **Fire/EMS Contract**



**For the duration 7/1/2024-6/30/27**

## Index

<b>Article 1 – Preamble.....</b>	<b>4</b>
<b>Article 2 – Recognition.....</b>	<b>4</b>
<b>Article 3 – Working Hours .....</b>	<b>4</b>
<b>Article 4 – Shift Trades .....</b>	<b>5</b>
<b>Article 5 – Overtime .....</b>	<b>6</b>
<b>Article 6 – Forced Overtime .....</b>	<b>6</b>
<b>Article 7 – Call Backs .....</b>	<b>8</b>
<b>Article 8 – Court Time.....</b>	<b>9</b>
<b>Article 9 – Training.....</b>	<b>9</b>
<b>Article 10 – Staff Meetings .....</b>	<b>10</b>
<b>Article 11 – Uniform and Cell Phone Allowance.....</b>	<b>10</b>
<b>Article 12 – Medical Insurance.....</b>	<b>12</b>
<b>Article 13 – Retirement.....</b>	<b>12</b>
<b>Article 14 – Retire/Rehire .....</b>	<b>13</b>
<b>Article 15 – Retirement Health Savings Account .....</b>	<b>14</b>
<b>Article 16 – Sick Leave .....</b>	<b>16</b>
<b>Article 17 – Personal Time/Earned Paid Leave .....</b>	<b>16</b>
<b>Article 18 – Bereavement.....</b>	<b>16</b>
<b>Article 19 – Leave of Absence .....</b>	<b>16</b>
<b>Article 20 – Deployment.....</b>	<b>17</b>
<b>Article 21 – Vacations.....</b>	<b>17</b>
<b>Article 22 – Special Duty.....</b>	<b>18</b>
<b>Article 23 – Union Negotiating Committee &amp; Labor Management Team.....</b>	<b>19</b>

<b>Article 24 – Grievance Procedure .....</b>	<b>19</b>
<b>Article 25 – Wages .....</b>	<b>21</b>
<b>Article 26 – Promotions.....</b>	<b>22</b>
<b>Article 27 – Work Rules .....</b>	<b>23</b>
<b>Article 28 – Management Rights.....</b>	<b>23</b>
<b>Article 29 – Dues Deduction.....</b>	<b>23</b>
<b>Article 30 – Injuries on Duty .....</b>	<b>23</b>
<b>Article 31 – Paramedic Licensure Incentive Plan .....</b>	<b>25</b>
<b>Article 32 – Physical Fitness Incentive .....</b>	<b>26</b>
<b>Article 33 – Mental Health Incentive .....</b>	<b>26</b>
<b>Article 34 – Probationary Employees .....</b>	<b>26</b>
<b>Article 35 – Seniority.....</b>	<b>26</b>
<b>Article 36- Station &amp; Shift Assignments.....</b>	<b>28</b>
<b>Article 37- Member Rights .....</b>	<b>27</b>
<b>Article 38- Maine Paid Family Leave .....</b>	<b>27</b>
<b>Article 39- Paid Military Leave.....</b>	<b>28</b>
<b>Article 40- Separability .....</b>	<b>28</b>
<b>Article 41- Duration of Agreement.....</b>	<b>29</b>
<b>Appendix A – Wage Scales.....</b>	<b>30</b>
<b>Appendix B- Physical Fitness and Wellness Incentive Program .....</b>	<b>32</b>

**Fire / EMS  
CONTRACT AGREEMENT  
Ninth Contract for the Period Covering  
July 1, 2024 through June 30, 2027**

**ARTICLE 1 – PREAMBLE:**

- 1.1 THIS AGREEMENT, made and entered into this 1st day of July, 2024 between the TOWN OF SCARBOROUGH, MAINE (Hereinafter “Town”), and the SCARBOROUGH PROFESSIONAL FIREFIGHTERS ASSOCIATION, I.A.F.F. Local #3894 (hereinafter “Local”), pursuant to the provision of Chapter 9-A Revised Statutes of Maine Title 26, as enacted by the Maine Legislature in 1969, entitled “An Act Establishing the Municipal Public Employees Labor Relations Law” as amended.

The parties mutually agree as follows:

**ARTICLE 2 – RECOGNITION:**

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

**ARTICLE 3 – WORKING HOURS:**

- 3.1 The work week shall be an average of 42 hours per week over an eight-week period. The tour of duty (on-duty shift) shall consist of a twenty-four-hour continuous time period beginning at 8:00 a.m. and ending at 8:00 a.m. the following day. The established regular work period is 8 consecutive days as described by the following: Twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty, followed by twenty-four (24) hours on duty, followed by ninety-six (96) hours off duty.
- 3.2 Both parties recognize the need for schedules that meet operational needs while minimizing risks due to personnel fatigue. Therefore, members of the bargaining unit shall not voluntarily work more than sixty (60) consecutive hours when filling shifts without a minimum 12 hour off-duty rest period. Consecutive hours worked includes regularly scheduled duty shifts, overtime shifts including duty coverage for members attending training, and swapped shifts between members. The Shift Commander may authorize a member to voluntary work additional consecutive hours during declared states of emergency.
- 3.3 During the implementation of new positions as outlined in the department’s staffing plan, the Fire Chief may create new positions with a work schedule of four twelve-hour days from 0800 – 2000 hrs. followed by four days off for the purpose of staffing multiple stations or apparatus during a single budget year. Whenever possible, any newly hired employees will

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

- 3.4** Per Diem opportunities that are unfilled (16) days prior to the shift date shall be available to Full Time members. The total number of positions (minimum Full Time staffing and Open Per-Diem Shifts) eligible to be filled by Full Time members shall be a maximum of (13) on a given duty shift, not to exceed the total authorized on duty shift strength. When open Per Diem opportunities are filled by Full Time members, they shall be compensated at the rate of one and one-half (1-1/2) times their base hourly rate. The priority of assigning Full Time members filling open Per Diem opportunities shall be to provide staffing at the Public Safety Building and Dunstan to a maximum of (3) on-duty personnel at the Engine/Squad Company at the Public Safety Building and the Ladder/Engine Company at Dunstan.

#### **ARTICLE 4 – SHIFT TRADES:**

- 4.1** Member shall have the ability to trade their assigned scheduled days as needed with other members within the following parameters:
- 4.1.1** Members participating in trades, assume full responsibility for any monetary inequity that may be caused between members due to separation or changes made to shift assignments. There shall be no financial obligation to the town.
- 4.1.2** Approval of shift trades will be documented through the department's scheduling system. Trades should be approved at least 24 hours in advance, unless justified by the approving Shift Commander.
- 4.1.3** Captains and Lieutenants wishing to trade time must be credentialed to fill each other's primary role. Privates holding a paramedic license may only trade with other members of the same license level.
- 4.1.4** Shift trades will be undertaken between (2) members per trade. A shift trade must be completed within 365 days of the initial shift worked.
- 4.1.5** Can swap up to a (2) two-hours without approval.
- 4.1.6** Swaps may be denied, but with good reason (mandatory training, disaster emergency, etc.)

## **ARTICLE 5 – OVERTIME:**

- 5.1** Hours worked in excess of those set forth in Section 3.1 above shall be paid at the rate of one and one-half (1½) times the base hourly rate. For purposes of this Section, hours worked shall include sick leave, vacation, and bereavement leave. Nothing in this Agreement shall prevent the Town from hiring personnel in order to reduce overtime.
- 5.2** There shall be no pyramiding or duplication of compensation by reason of overtime or other premium pay provision of this Agreement. If the employee comes to work on his/her scheduled day, he/she would simply work the shift (either their own or another slot on the same shift) and cancel their scheduled time off.
- 5.3** Hours worked on Thanksgiving Day from 0800 hrs. – 0800 hrs. the next day, and on Christmas Eve from 2000 hrs. – December 26<sup>th</sup> at 0800 hrs. shall be paid at the rate of one and one-half (1½) times the base hourly rate. Employees who are not regularly scheduled to work during these holiday premium times, but who voluntarily cover a shift will be compensated at double time.

## **ARTICLE 6 – FORCED OVERTIME:**

### **6.1 Forced Overtime**

- 6.1.1** Forced overtime will be defined as overtime caused by a vacancy in a full-time shift that is not covered by voluntary overtime and is required to maintain minimum staffing.
- 6.1.2** Forced overtime will be filled 8 days from the open shift or sooner.
- 6.1.3** Three rotating forced overtime lists (one Captain, one Lieutenant, and one Private) will be maintained by the Local President or designee for accuracy.
- 6.1.4** The Shift Commander shall utilize the appropriate forced overtime list to fill open shifts. Starting at the top and working down, the 1<sup>st</sup> employee of that job classification that is eligible and contacted, shall be forced to report to, or remain on duty. A forced employee shall be permitted to seek a substitute from another full-time member of the bargaining unit. The forced overtime coverage shall assure that a minimum of one paramedic shall be assigned to each ambulance each shift. If coverage is not obtained prior to shift change, then the on-duty employee of that job classification will be forced to remain on duty until relief coverage is obtained.

### **6.2 Force Notification**

- 6.2.1** Employees shall be considered “contacted” when the duty officer has made voice contact by phone or face to face, or with acknowledgement from the employee through electronic means. This includes if that employee receives voice to voice contact from an officer on their next scheduled shift prior to the force date.

### **6.3 Forced Overtime Breaks**

- 6.3.1** No employee shall be “forced” for more than twenty-four (24) consecutive hours.
- 6.3.2** No employee shall be required to remain on duty for more than forty-eight (48) consecutive hours unless there is a declared state of emergency.
- 6.3.3** Employees who have been on duty for forty-eight 48 consecutive hours shall be entitled to the following twenty-four (24) consecutive hours off duty.
- 6.3.4** Forced overtime will be filled in two time periods, day shifts 0800-2000 and night shifts 2000-0800, when possible. In the event an employee is forced for the day shift and no other coverage was found for the night shift, the employee on duty may be forced to remain on duty and fill the night shift unless restricted as outlined in this section.

### **6.4 Force Protections**

- 6.4.1** Members of the Local shall not be “forced” while on a pre-scheduled and approved vacation, bereavement, or personal day. An employee shall be considered protected after finishing their last worked shift preceding the scheduled time off, until their due day back. This shall also apply to any shift trades that have been prearranged and documented on the schedule or for any preapproved training where the force would affect the employee’s travel to and from the training.
- 6.4.2** When an employee uses vacation time, personal time, or a shift trade of less than 12 hours, that employee shall only be protected for the following or preceding 12 hr. shift.
- 6.5** When an employee is held over for less than 2 hrs. due to a late call, it will not be considered a forced overtime situation and as such will not create a change to the forced overtime list rotation.
- 6.6** Members who have been forced, but whom refuse to come in or stay on duty, will be subject to the progressive disciplinary process and will be rotated to the bottom of the voluntary overtime list for three (3) rotations.

### **6.7 Remedies**

- 6.7.1** When a legitimate error or omission is made during scheduling of overtime, or due to cancellation of a special detail, the negatively affected employee shall be given first refusal for overtime. That employee’s name shall be placed on the “first refusal list”. Once the employee accepts an overtime that employee is removed from the first refusal list and placed back into the normal rotation.
- 6.7.2** In the event a member is forced and rotated on the force list in error or due to a canceled detail:

- 6.7.2.1** If the error or cancelation is discovered more than 14 days prior to the shift/detail, then the error will be corrected and that member will be placed back in their original spot on the force list and the appropriate member shall be forced if need be.
- 6.7.2.2** If less than 14 days, the member will retain their rotated position. Subsequently the appropriate member shall be forced if need be.
- 6.8** If a forced overtime occurs during Thanksgiving Day from 0800 hrs. – 0800 hrs., Christmas Eve from 2000 hrs. – December 26<sup>th</sup> at 0800 hrs., New Year’s or Fourth of July the forced hours will be compensated at double time. The hours compensated at double time for Christmas and Thanksgiving will be as described in section 4.3. the hours compensated at double time for the New Year and Fourth of July shall be from 0800-2000 hrs.
- 6.8.1** An employee shall be compensated at double-time pay for forced overtime only when the notification to the employee (to include text or electronic notification) occurs 48 hours or less from the actual start time of the overtime assignment. All other forces will be paid at a rate of time and one-half of the employees base hourly rate in accordance with Article 4.1 of this CBA.
- 6.8.1.1** When 3 hrs. or less is requested off at the beginning or end of a shift, those hours will be offered to the oncoming or outgoing firefighter/EMT of that station as the 1st offering, followed by the oncoming or outgoing firefighter/EMT from other stations.
- 6.8.1.2** When covering a shift for 6 hrs. or less, the employee covering will not be rotated on the Voluntary Overtime Rotation List.

## **ARTICLE 7- CALL BACKS**

- 7.1** Members of the local, while off-duty may voluntarily participate in a call-back to duty. Members should report to the Public Safety Building or Dunstan Fire Station. This Call-Back may be utilized to supplement on-duty staffing during emergency incidents.
- 7.2** The following incident types will automatically be considered an opportunity for local members to return to duty for a Call-Back.
- Dispatch Transmission of a “Desk Box”
  - Dispatch Transmission of a “Working Incident”
  - Dispatch Transmission of “Echo Level” or “Working Code”
  - Dispatch Transmission of “Staffing Request Box”
  - Dispatch Transmission of “Marine Box”
  - Anytime the on-duty Shift Commander deems necessary for additional staffing
- 7.3** Local Members who wish to participate in a call-back must be able to arrive at the Public Safety Building or Dunstan Fire Station within 20 minutes of transmission of the Call-

Back request or prior to termination of an extended incident. Local members will only be eligible for pay after arriving and physically checking in with a full-time fire officer.

- 7.4** Local Members who chose to respond to eligible Call-Backs shall be compensated (3) three hours of pay at the rate of time and one half. If a call-back extends past three hours, pay will continue at the rate of time and one half, hour for hour.

**ARTICLE 8 – COURT TIME:**

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

**ARTICLE 9 – TRAINING:**

- 9.1** The Town of Scarborough requires all members of the bargaining unit to maintain their highest achieved level of EMS licensure and a minimum of Hazardous Materials Operations Certification.
- 9.2** Time, outside of normal working hours, when a member of the bargaining unit attends approved training classes, shall be considered hours worked for the purposes of pay, and shall be paid at the rate of one and one-half (1½) times the regular rate.
- 9.3** The Town of Scarborough agrees to cover the costs of tuition and books required for members of the Local to complete training in ACLS, PALS, and a trauma related education class approved by the Fire Chief providing the employee successfully passes the course. In the event the employee does not pass the course, all costs of tuition and books will be reimbursed to the Town.
- 9.4** Mandatory classes for Paramedics include those classes required to maintain ACLS and PALS. Mandatory classes for all employees include State and Federally mandated courses or training sessions that may or may not be required on a recurring basis. Some of these requirements are annual, others are bi-annual. At the beginning of each training (fiscal) year the Fire Chief will publish the Mandatory Class list for the upcoming year.
- 9.5** Each member of the Local shall have an allotment of hours annually to complete their mandatory classes. Mandatory classes offered by the Scarborough Fire Department should be taken while the employee is on duty. Local members are encouraged to take mandatory classes, not offered by the department, on days when they are not scheduled to work. If an employee's shift needs to be covered because of a mandatory training session those coverage hours will be deducted from the employee's allotment of training hours.
- 9.5.1** Members who maintain their Instructor Coordinator (IC) license will be eligible for an additional eight training hours per year to maintain the IC license as long as they agree to assist in teaching in-house EMS training classes for the Department.

9.5.2 Full-time officers are eligible for an additional ten training hours of professional development per year.

9.5.3 Acting Lieutenants that routinely work in that role will be eligible for an additional five hours of professional development training hours per year.

9.5.2 The allotment of training hours is as follows:

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

9.6 Members who have completed their mandatory classes may use any remaining hours in their annual training hour allotment to take elective classes. All elective training that incurs a cost must be requested and approved by a Chief Officer in advance. Time, outside of normal working hours, which a member of the bargaining unit attends an approved elective training class shall be considered hours worked for the purposes of pay and shall be paid at the rate of one and one-half (1½) times the employee's regular rate. Time off requests for training must be submitted to the administrative office prior to the requested time off using the Training Authorization Form. Once approved time must be entered into the scheduling software.

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

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

#### **ARTICLE 10 – STAFF MEETINGS:**

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

#### **ARTICLE 11 – UNIFORM AND CELL PHONE ALLOWANCE:**

11.1 All bargaining unit employees are expected to maintain a neat, professional appearance while on duty. Employees shall maintain their uniforms in good condition, keeping them clean and in good repair at all times. As such, the Town agrees to provide each member of the bargaining unit with the following:

- 11.1.1** Upon initial Hire the town will issue the following uniform items:
- 3 - Uniform shirts. Members may choose (either Class B or polo style, short or long sleeve or any combination). Members must maintain at least one (1) Class B shirt.
  - 3 - pairs dark blue uniform pants.
  - 3 - T-shirts.
  - 1 - uniform job shirt
  - 1 - pair uniform shoes or boots
  - 1 – 3-season jacket
  - 1 – uniform badge
  - 1 – set of collar brass
- 11.1.2** Personnel who do not satisfactorily complete the probationary period shall return all clothing and accessories issued upon termination.
- 11.1.3** Class A dress uniforms will be issued to local members upon successful completion of their probationary period.
- 11.1.4** The Town agrees to provide each member of the bargaining unit who has successfully completed probation, with a \$800.00 taxable uniform & cell phone use allowance for the purpose of buying, cleaning, and maintaining their uniforms and for the occasional use of their personal cell phone, payable annually on the first pay period of the new fiscal year.
- 11.1.5** Employees are expected, and are personally responsible to, maintain and have in their possession the following minimum uniform items:
- 2 - pairs of dark blue uniform pants
  - 2 - collared uniform shirts
  - 1 - Appropriate black uniform shoes
  - 1 - Appropriate black uniform belt
- 11.1.6** The town agrees to replace any uniform items damaged or destroyed in the course of duty.
- 11.1.7** Upon promotion the town will issue the following uniform items:
- 2- Uniform shirts (must get 1 Class B shirt)
  - 1- Uniform Badge
  - 1- Set of Collar Brass
- 11.1.8** Annually after July 1, each member of the Local will be issued 1 uniform shirt and 1 pair of uniform pants.

## **ARTICLE 12 – MEDICAL INSURANCE:**

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

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

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

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

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

## **ARTICLE 13 – RETIREMENT:**

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

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

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

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

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

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

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

- 1. Be receiving (or have received) retirement benefits, other than Social Security benefits, from his/her current employer’s retirement plan, and the employer must be participating in the Maine Municipal Employees Health Trust on the date of retirement; or*
- 2. If the employer has no sponsored retirement plan or the employee has waived his/her rights to participate in the employer sponsored retirement plan, the employee must have been employed by, or have been an elected or appointed official of, the participating employer for at least five (5) consecutive years immediately prior to retirement and be at least 55 years of age on the date of retirement.*

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

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

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

#### **ARTICLE 14 - RETIRE/REHIRE**

**14.1** Retire in Place: Members of the local that reach eligibility for retirement will be allowed to retire in place for up to (3) three years. Members will also be allowed to maintain their position within the department. Local members who are eligible shall be required to successfully complete a new employee physical, and PAT. The town will pay the mandatory UAL contribution up to 50% of the employer contribution to the MainePERS 3C plan as defined by MainePERS for employees classified as or determined to be retirees returning to work by MainePERS. Local Members classified as returned to work will be ineligible to participate in the 401 plans, but will be eligible for a matching contribution to a 457 plan.

- 14.2** Local members hired from outside but have taken retirement from another fire department, the town will pay the mandatory UAL contribution up to 50% of the employer contribution to the MainePERS 3C plan as defined by MainePERS for employees classified as or determined to be retirees returning to work by MainePERS. Local Members classified as returned to work will be ineligible to participate in the 401 plans, but will be eligible for a matching contribution to a 457 plan.
- 14.3** In the event of a reduction in force the members on retire/rehire program will be the first to be separated from the department based only on those members seniority.

**ARTICLE 15 – RETIREMENT HEALTH SAVINGS ACCOUNT:**

- 15.1** The Town agrees to create a Retirement Health Savings Account (RHSA) for members of the collective bargaining unit. The RHSA will contain the following provisions:
- 15.1.1** A participant in the RHSA shall contribute pre-tax dollars, via payroll deduction, to the account, under the current plan provisions.
- 15.1.2** Employees shall not be eligible to participate in the RHSA until they have successfully completed their probationary period.
- 15.1.3** The following shall be deposited into RHSA:
- 15.1.3.1** Personal Time Contribution – At the end of the calendar year all unused personal time hours shall be deposited into RHSA. For July 1 2024-Dec 31 2024 20 hours will be prorated.
- 15.1.3.2** Sick Leave Accrual Contribution – Participants with seven-hundred and twenty (720) or more accrued sick hours at the end of the calendar year shall have any hours over 720 deposited into RHSA with a cap of 50 hours per year.
- 15.1.3.3** Sick Leave Accrual Contribution Upon Separation – Employees at separation shall have 50% of all compensable sick hours deposited into RHSA.
- 15.1.3.4** The Town agrees to a weekly deposit of 0.5% of base wages into each participants RHS account.
- 15.1.3.5** Employee’s weekly contribution of gross wages to their RHS account through payroll deduction will be as follows, based on years of service:
- Years 1-5 – 0.5%
  - Years 6-10 – 1.0%
  - Years 11-15 – 1.5%
  - Years 16 plus – 2.0%

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

**ARTICLE 16 – SICK LEAVE:**

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

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

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

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

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

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

**16.7** Payment of Unused Sick Leave – Upon retirement or separation in “good standing”, the equivalent of one-third (1/3) of the accumulated, unused sick leave shall be paid to an employee, who has completed 5 years of service, subject to a maximum payment of 336.40 hours, one-half (1/2) after 10 years, subject to a maximum of 504.60 hours, three-quarters (3/4) after 15 years, subject to a maximum of 756.90 hours, and 100% after 20 years to a maximum of 1,009.20 hours. Payment will not be made prior to the employee completing his/her last day of work, but will be paid within two (2) weeks of the separation date. In the event of the death of an employee, his/her designated beneficiary shall receive the above payment for unused sick leave. A member's estate shall receive 100% of accrued sick leave for a qualified line of duty death.

- 16.8** “Good standing” shall mean a written, fourteen (14) day notice to the Town in advance of the employee’s last actual day worked, in the case of a proper resignation, valid retirement, or separation of the employee from the Town service for other than cause.
- 16.9** Any absence from duty for which sick leave is paid, or for official leaves of absence, shall not constitute a break in the service record.

**ARTICLE 17 – PERSONAL TIME / EARNED PAID LEAVE**

- 17.1** Each employee will be entitled to forty (40) hours of personal time per year. Up to 24 hours of this time will be deducted from accrued sick leave. The remaining hours will be deducted from any available accrued vacation time.
- 17.2** Personal time is designed for any type of time off as needed, not exclusive of vacation. This provision is intended to satisfy the requirements of the Maine Earned Paid Leave Law. If the 24 hours of personal time from their sick accrual is used with less than two weeks’ notice the forced overtime provision will be used to fill the vacancy. The remaining up to 16 hours of vacation time must be requested with at least two-weeks’ notice to avoid forced overtime.

**ARTICLE 18 – BEREAVEMENT LEAVE:**

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

**ARTICLE 19 – LEAVE OF ABSENCE:**

- 19.1** As provided under state and federal law, Family Medical Leave (FML) which provides position and benefit preservation for a period of 12 calendar weeks within a 12-month period shall be granted to all eligible employees. Upon expiration of FML, if further leave is medically necessary, such leave may be requested. Upon receipt of necessary medical certification of such leave, an additional period of six weeks shall be granted as an extension of FML.
- 19.2** In addition, in cases of injury, illness, or childbirth to the employee or family member as defined in Article 12.7, a full-time member of the bargaining union may request a personal leave of absence without pay and without the accrual of sick, vacation, and another accrual time. Such leave of absence without pay shall not exceed 24 weeks in length per instance.
- 19.2.1** The Town may request documentation of necessary medical certification for such leave.

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

**19.2.3** An unpaid leave of absence may not be used to cover repeated tardiness nor when an employee has a documented history of abuse of this section.

**19.2.4** During an unpaid leave of absence, all benefit coverage will continue on the same terms as during active employment, with the Town and the employee each paying the customary share of premiums. If applicable, the employee is responsible for making arrangements for the payment of the employee portion of any premiums that are not fully covered by a Town contribution. Failure to pay the employee portion of the premiums within 30 days of the

## **ARTICLE 20 – DEPLOYMENT:**

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

## **ARTICLE 21 - VACATIONS:**

**21.1** Vacation privileges are available to members covered under this agreement. Each employee in this category will earn vacation with pay on the following basis:

**21.1.1** All employees of the bargaining unit shall earn 109.33 hours of vacation time annually in lieu of thirteen holidays.

**21.1.2** One and one quarter (1¼) work days (10.51 hours) shall be earned for each completed full month of service during the first through tenth years of service.

**21.1.4** One and one half (1½) work days (12.62 hours) shall be earned for each completed full month of service during the eleventh through fifteenth years of service.

**21.1.5** One and three-fourths (1 3/4) work days (14.72 hours) shall be earned for each completed full month of service during the sixteenth through the twentieth years of service.

**21.1.6** After twenty (20) years of service, two (2) work days, (16.82) hours, for each completed full month of service shall be earned.

**21.1.7** Vacations may only be taken after 120 days of service, unless approved by the Fire Chief.

**21.1.8** Employees may be entitled to receive compensation for up to half (1/2) of the annual accrued vacation time earned during the fiscal year upon approval of the Town Manager. That amount shall not exceed the remaining balance in an employee's vacation accrual account.

- 21.1.9** Employees with less than fifteen (15) years of service shall be entitled to accumulate thirty-two (32) work days (269.12 hours) of vacation.
- 21.1.10** Employees with fifteen (15) years or more of service shall be entitled to accumulate forty-two (42) work days (353.22 hours) of vacation.
- 21.1.11** Annual vacation accruals, as described above shall be calculated and available for use January 1st of each year. (Front load six (6) months on July 1, 2024 to get it started).
- 21.1.12** Actual (pro-rated) accrued vacation leave shall be paid to employees in good standing upon their separation from the service, or to their beneficiary or estate upon their death.
- 21.1.13** Upon separation any vacation time used above actual accrual will be reconciled during final compensation calculations.
- 21.2** Vacation time will be used at the convenience of the Town. Up to (50) fifty percent of the shift's authorized full-time strength may be approved for vacation on a shift.
- 21.3** The filling of open shifts shall be done according to the Overtime Shift Filling Procedure mutually agreed upon by labor and management.
- 21.3.1** Members voluntarily accepting a shift shall be responsible for that shift. Acceptance of a shift can only be retracted within two hours of acceptance. A member may contact the Shift Commander to seek replacement coverage. The Shift Commander shall utilize the appropriate Voluntary Overtime lists, to attempt to fill the shift. In the event that no coverage is found the employee that originally accepted the shift shall work that shift.
- 21.3.2** Once a vacation request has been made and filled through the overtime process, that request can only be retracted with more than two weeks' notice unless the employee that was assigned the overtime willingly gives the overtime back by confirming so in an email to the Shift Commander.
- 21.4** Employees are responsible for verifying they have sufficient accruals to request the time off prior to submitting their request.

## **ARTICLE 22 – SPECIAL DUTY:**

- 22.1** Special Duty Assignments are defined as one of two types.
- 22.1.1** Municipal Special Duty assignments - when an additional unit and/or manpower is requested by the Fire Chief for, training, mutual aid, or other coverage that does not involve reimbursement of the department's costs.
- 22.1.11** Municipal Special Duty assignments shall be paid at the employee's overtime rate.

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

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

**22.1.1.2** Outside Special Duty assignments shall be paid at the employee’s double time rate.

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

**22.2** Members of The Local will be given first opportunity to cover Special Duty assignments through the voluntary overtime process. If voluntary coverage is not attained the detail may be filled with non-local coverage before resorting to a force.

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

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

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

**ARTICLE 23 – UNION NEGOTIATING COMMITTEE & LABOR MANAGEMENT TEAM:**

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

**ARTICLE 24 – GRIEVANCE PROCEDURE:**

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

**24.1.2** A member of the bargaining unit who believes he/she has a grievance shall first present the grievance, in writing, within fourteen (14) calendar days of its occurrence, to the Deputy Fire Chief. A reasonable effort shall be made to resolve the grievance, informally, within seven (7) working days of receipt.

- 24.1.3** If the member of the unit is not satisfied with the decision rendered above, the Local shall reduce the grievance to writing and submit it to the Fire Chief within five (5) working days of the decision above. The written grievance shall contain: (a) a concise statement of the events allegedly giving rise to the grievance, (b) the specific section of this AGREEMENT alleged to be violated, (c) all evidence available in support of the claimed grievance, and (d) a statement as to when the grievance arose, became known or should have become known to the member of the unit. A written determination with respect to the grievance shall be made by the Fire Chief within five (5) working days.
- 24.1.4** If the decision of the Fire Chief is not satisfactory to the member of the unit, the Local may appeal the grievance to the Town Manager, in writing, within three (3) working days. The Town Manager shall render his/her decision in writing to the member of the unit and the Local within seven (7) working days of the date the grievance is received.
- 24.1.5** In the event that the determination of the Town Manager is not acceptable to the Local, it may, within five (5) working days after the date of that determination or the date the determination is due, request that the matter be submitted to arbitration by notifying the Town Manager in writing by certified or registered mail-return receipt requested, or by hand delivery with written acknowledgment of receipt. Provided, however, that discharges shall be reviewed pursuant to section 24.3 below.
- 24.1.5.1** The arbitrator shall be selected by the Town Manager and the Local within ten (10) working days after the notice has been received. If the parties fail to agree upon an arbitrator, either may request the Maine Labor Relations Board to provide an arbitrator in accordance with its rules.
- 24.1.5.2** The decision of the arbitrator shall be final and binding with regard to the dispute and consistent with applicable law and this Agreement. The arbitrator shall not have the authority to amend or modify, or establish new terms or conditions with respect to this Agreement. Wherever possible, the arbitrator shall render the decision within thirty (30) calendar days after the conclusion of the hearing and any final written or oral argument.
- 24.1.6.3** All fees and expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and Local. However, each party shall be responsible for bearing the costs of preparing and presenting its own case and compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made; providing it pays for the record.
- 24.2** Grievances not processed within the time periods provided by this Article shall be deemed waived.
- 24.3** Nothing in this Article shall be construed to mean that any member of the bargaining unit shall automatically be supported by, reimbursed by, or have a grievance presented by the Local, without prior approval in writing of the Local Grievance Committee.

## **ARTICLE 25 – WAGES:**

**25.1** For the purpose of determining salary only, management may award newly hired employees up to 10 years of experience on the wage scale based on their full-time employment history. This shall be for the purpose of determining salary only, and shall not be construed as to affect their level of seniority. Seniority shall be determined as outlined in Article 35 of this contract.

**25.2** A summary of the wage scale is included in Appendix A. It includes the following provisions:

**25.2.1** Base pay, years of service step adjustments, and educational stipend shall be implemented on 7/1/24 in year 1 of the contract. On 1/1/25 Local Members will receive 2 step increases on the base wage scale. On 7/1 of each subsequent contract year for all current members regardless of hire or anniversary date will receive a step increase of 1.25%. New employees hired after July 1, but before December 31, of each year will be eligible to receive their next step increase the following July 1. Employees hired between January 1 and June 30 will be eligible to receive a COLA (if applicable) on July 1 but will not be eligible for a step increase until the following July 1.

### **25.2.1.1 Wages scale differentials:**

#### **Effective July 1, 2024**

**EMT-** EMT's shall earn 10% less than Advanced EMT's

**Paramedic-** Paramedics shall earn 10% more than Advanced EMT's

**Advanced Lieutenants-** Advanced Lieutenants shall earn 6% more than Advanced EMT's

**Paramedic Lieutenants-** Paramedic Lieutenants shall earn 6% more than Paramedics

**Captains-** Captains shall earn 6% more than Paramedic Lieutenants

#### **Effective July 1, 2025**

**EMT-** EMT's shall earn 10% less than Advanced EMT's

**Paramedic-** Paramedics shall earn 11% more than Advanced EMT's

**Advanced Lieutenants-** Advanced Lieutenants shall earn 7% more than Advanced EMT's

**Paramedic Lieutenants-** Paramedic Lieutenants shall earn 7% more than Paramedics

**Captains-** Captains shall earn 7% more than Paramedic Lieutenants

#### **Effective July 1, 2026**

**EMT-** EMT's shall earn 10% less than Advanced EMT's

**Paramedic-** Paramedics shall earn 11% more than Advanced EMT's

**Advanced Lieutenants-** Advanced Lieutenants shall earn 8% more than Advanced EMT's

**Paramedic Lieutenants-** Paramedic Lieutenants shall earn 8% more than Paramedics

**Captains-** Captains shall earn 8% more than Paramedic Lieutenants

**25.2.2 Educational Degree and Military Experience Stipend**

Military Service +0.25/hr.  
Associate Degree +0.25/hr.  
Bachelor Degree + 0.35/hr.  
Master Degree +0.45/hr.

**25.2.3** Effective July 1, 2025 (year 2) and July 1, 2026 (year 3) the A-EMT wage scale will be increased by wage scale as outlined below. The COLA adjustment will be based on the Employer Cost Index (ECI) for State & Local Government (wages) for the 12-month period ending the prior December 31. Employees within a range of 1% minimum and a cap of 4%. In the event the Employer Cost Index (ECI) exceeds 4% the town will pay the difference up to a cap of 6% on January 1 of the contract year.

**25.2.4** The first step of the A-EMT scale will be increased by \$.75/hour on January 1, 2026. The first step of the A-EMT scale will be increased by \$.75/hour on October 1, 2026.

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

**ARTICLE 26 – PROMOTIONS**

**26.1** A Promotional process shall be held annually in October regardless of vacancies. Successful candidates will be ranked and placed on an eligibility list for 1 year. Rankings will be submitted to the Local.

**26.2** Members wishing to obtain an AL status will be required to successfully complete the promotional process.

**26.3** The process shall consist of a written exam, practical evaluation and oral interviews; these three components will be mutually agreed upon between labor and management. A promotional study material will be posted no later than July 1.

**26.4** Additional points will be awarded in the following manner with cap of 10 total additional points:

- 0.5 pt. for each year of full-time service with Scarborough Fire Department
- 1 pt. for each year held in a ranking position.
- 2 pts – Paramedic

**26.5** In a competitive promotional process, a candidate's final ranking shall be determined by their total numerical score leading up to a Chief's interview. When a permanent or

temporary promotional opportunity occurs, the (3) members with the highest numerical scores on the related promotional list will be invited for a Chief's interview to be considered for each active permanent or temporary promotional opportunity on that list.

**26.5.1** In the event that a candidate is promoted, the next (3) members with the highest numerical scores on the related promotional list will be invited for a Chief's interview to be considered for the next active permanent or temporary promotional opportunity on that list.

**26.5.2** In the event that less than (3) members are on a promotional list, all members on the promotional list will be invited for a Chief's interview to be considered for each permanent or temporary promotional opportunity on that list.

**26.6** Officers and Acting Lieutenants (AL) shall be paid an out of rank differential at the rate of the higher position being filled.

#### **ARTICLE 27 – WORK RULES:**

**27.1** The Town reserves the right to establish reasonable work rules for all members of the Local, which may include procedures for discipline of members of the Local.

#### **ARTICLE 28 – MANAGEMENT RIGHTS:**

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

#### **ARTICLE 29 – DUES DEDUCTION:**

**29.1** The Town agrees to deduct money for Local dues from salaries of members of the local upon receipt of individual written authorization from members of the Local. The amounts to be deducted shall be certified to the Town by Local, and the aggregate authorized deductions of all employees shall be remitted to the Local by the fifteenth (15<sup>th</sup>) day of each month following the month in which the deductions were made. In the event that dues are increased, the Local shall notify the Town at least thirty (30) days prior to the effective date of the dues increase. The Local shall indemnify, defend, and hold the Town harmless against any claims made, and any suits against the Town on account of payroll deductions of said dues. The Local agrees to refund to the Town any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

#### **ARTICLE 30 - INJURIES ON DUTY:**

**30.1** Local members who are covered by this AGREEMENT, and who sustain an accepted worker's compensation claim due to a workplace injury or illness, shall receive in addition to compensation paid or payable under the Worker's Compensation Act, an amount sufficient to bring them up to full salary while any incapacity exists, and until they are placed on disability retirement, reach Maximum Medical Improvement (MMI) as described

below, or return to active duty, provided the firefighter was not acting in a negligent manner or in violation of any department rule. Absence because of such injuries shall not be charged to accumulated sick leave. The Town reserves the right to require an independent medical examination to determine the extent of incapacity and the Town reserves the right to require the Local member to perform work for which he/she is physically qualified.

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

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

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

**30.3.2** The light duty assignments will normally be scheduled on the Local members normal workdays or some other mutually agreed upon schedule, determined on a case by case basis.

**30.3.3** The Fire Chief will take the Local member's skills and abilities into consideration when assigning light duty assignments.

**30.3.4** Light duty will not extend beyond 90 calendar days, and may be terminated at less than 90 calendar days. Light duty will be approved and monitored in 30-day increments by the Fire Chief of his designee.

**30.3.5** When there is a high expectation that the Local member will be able to return to unrestricted job duties, light duty may be extended beyond 90 days.

**30.3.6** A Local member may not refuse a light duty assignment.

**30.3.7** Assignments shall not affect the Local members pay classification, pay increases, promotions, retirement benefits, or other employee benefits.

**30.3.8** If the Local member can perform their regular job duties within the limitations established by a physician, the employee will return to their regular duties, and these provisions do not apply.

**30.3.9** No specific position will be established for use as a temporary light duty assignment, nor shall any existing position be designated or utilized exclusively for personnel on temporary light duty.

**30.3.10** Temporary light duty assignments do not establish a past practice.

### **ARTICLE 31 – PARAMEDIC LICENSURE INCENTIVE PLAN:**

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

**31.1.1** A member of the Local enrolled in a department approved paramedic course may attend classes that fall on that members scheduled day, without using earned accruals.

**31.1.1.1** Paramedic courses are defined as those specifically required for paramedic licensure, and does not include electives or other courses required for a degree program.

**31.1.2** A member of the Local enrolled in a department approved Paramedic course will attend clinicals off-duty, whenever possible. Off duty time spent in class or clinical shall be paid at the rate of time and one-half.

**31.1.4** Time covered may include up to (1) one hour before and (1) hour after class.

**31.1.5** Local members who fail the course, fail to become licensed at the National Registry level within 90 days of completion of the course, notwithstanding any unforeseen situations out of the control of either party, and outlined by the National Registry, or Local members who terminate employment with the Town within 3 years of completion are responsible for reimbursing the Town for these costs.

**31.2** A member of the Local enrolled in a department approved A-EMT course may attend classes that fall on that members scheduled day, without using earned accruals.

**31.2.1** Local member A-EMT students may choose to use any training or vacation time available to cover portions of any clinical rotations.

## **ARTICLE 32 - PHYSICAL FITNESS INCENTIVE:**

- 32.1** Members of the Local shall have the ability to voluntarily participate in a Fitness/Wellness Incentive Program as outlined in appendix B.
- 32.2** Eligible Local members will receive \$1.00/Hr. incentive Beginning March 1, 2025. This will increase to \$1.25/hr. July 1, 2026. In the event of an injury members will maintain their incentives until returning to work/separation.

## **ARTICLE 33- MENTAL HEALTH INCENTIVE**

### **33.1 Program Overview**

Recognizing the impacts stress and trauma can inflict on first responders and emergency services personnel, all Local members will be required to visit a Town provided mental health clinician on an annual basis.

The information the Town will receive from the provider will be limited to confirmation of attendance at the appointment. The details of the visit, including topics, issues, specific concerns or stressors, work related or non-work related, will remain confidential subject to any mandatory reporting required by law.

- 33.2** Mental Health Incentive: Local members are required to meet with a department mental health provider annually. Local members will be paid \$.50/hr. incentive effective Jan. 1, 2025. This will increase to \$.75/hr. effective July 1, 2026.
- 33.3** Local Members will be paid at a rate of 1 ½ times their rate of pay for 1 hr. for the appointment.

## **ARTICLE 34 – PROBATIONARY EMPLOYEES:**

- 34.1** All new employees hired after the effective date of this agreement are considered probationary for the first 12 months of employment. Each employee must successfully complete the probationary period to continue employment.
- 34.2** If the newly hired employee is deemed to be unsatisfactory during the probationary period, the Fire Chief may remove the employee. Said removal shall not be subject to the grievance procedure of this collective bargaining agreement.

## **ARTICLE 35 – SENIORITY:**

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

## **ARTICLE 36 – STATION & SHIFT ASSIGNMENTS**

- 36.1** Minimum staffing of Local members for each shift shall be one less than the authorized Full-Time shift staffing.
- 36.2** Upon the adoption of (9) Local member minimum staffing per Shift, the eighth position shall be assigned to the Fire Company at Dunstan. The ninth position shall be assigned to the Fire Company at the Public Safety Building. In order to work in the Ladder operator position, a Local member shall be qualified on all Scarborough ladder company apparatus. In order to work in the Public Safety Building Engine/Squad Company position, a Local member shall be qualified on Engine and Squad Company 7. Shift Commanders, when possible will equitably rotate Local members on their regular shifts through assignments that they are qualified to fill.
- 36.3** Yearly shift assignments will be made by the Fire Chief and be effective January 1 of each year. Local members will be given at least 60 days' notice prior to the shift change. Shift assignments will be made based on legitimate departmental needs and out of business necessity.
- 36.3.1** Changes made in shift assignments, or new positions shall be discussed with the affected shift officer(s) and the Union President prior to any decision being made.
- 36.4** Local members may request a transfer to another shift assignment by submitting a written request to the Fire Chief's office no later than October 1st for consideration. Transfer requests will be considered but cannot be guaranteed due to staffing requirements as outlined in this contract. When a vacancy occurs on a full-time shift, and is outside of the annual shift request process a Local Member may submit a request in writing to the Fire Chief to be reassigned to the vacancy. The Fire Chief will consider that request based on department needs.

## **ARTICLE 37- MEMBERS RIGHTS:**

- 37.1** Discharge, suspension, or discipline of Local members of the bargaining unit shall be for good and sufficient cause.
- 37.2** Prior to interrogation of Local members regarding investigations of misconduct, the Local member shall be informed of the alleged conduct which is the subject matter of the interrogation, and a representative of the Local may, if desired and requested by the Local member, be present during the interrogation.
- 37.3** Complaints, except oral reprimands, against a member of the Local shall be reduced to writing and a copy shall be given to the member.
- 37.4** Members of the Local shall have the right to inspect their personnel files in accordance with applicable law.

**ARTICLE 38 - MAINE PAID FAMILY MEDICAL LEAVE:**

**38.1** Maine Paid Family and Medical Leave (PFML): The Maine Paid Family and Medical Leave (PFML) law rules and payroll withholdings will begin on January 1, 2025. The contribution per employee is 1.0% of an individual's wages, split equally between the employee and the Town. Benefits are scheduled to become available on May 1, 2026. The Town and Union agree that either party may reopen the applicable portions of leave-related articles in this Agreement for the limited topic of addressing PFML.

**38.2** The parties further agree to meet in a Labor Management meeting prior to any statutory change that effects the leave benefits and costs set forth in this Agreement, and to amend to Agreement as may be required to comply with Maine and/or federal law for that purpose only. The parties further agree that, notwithstanding any Legislative changes, the total leave benefits available to employees under this Agreement shall not increase or decrease as a result of any Legislative changes, requirement or obligations.

**ARTICLE 39 – PAID MILITARY LEAVE:**

**39.1** Each employee currently serving in the military will be entitled to forty (40) hours of paid time off per calendar year to fulfill the duties and responsibilities of military training, deployment or other qualified service.

**ARTICLE 40 - SEPARABILITY:**

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

**ARTICLE 41 - DURATION OF AGREEMENT:**

**41.1** Except as specifically provided, the provisions of this revised AGREEMENT shall be effective as of July 1, 2024 and shall continue in full force and effect until June 30, 2027. This AGREEMENT shall not be modified, in whole or in part, by the parties except by an instrument, in writing, duly executed by both parties. In the event that collective bargaining shall not have been successfully completed prior to the expiration of the current agreement, the parties hereto agree that said agreement shall remain in full force and effect until a successor agreement has been negotiated.

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

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

ATTEST:

TOWN OF SCARBOROUGH

\_\_\_\_\_  
/s/Richard C. Kindelan, Fire Chief

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

ATTEST:

SCARBOROUGH PROFESSIONAL  
FIREFIGHTERS ASSOCIATION

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

**Wage Scale as of 07/01/2024**

	<b>Basic Scale</b>	<b>Advanced</b>	<b>Paramedic</b>	<b>Lieutenant - A</b>	<b>Lieutenant-P</b>	<b>Captain</b>
<b>1</b>	\$22.84	\$25.38	\$27.91	\$26.90	\$29.59	\$31.36
<b>2</b>	\$23.12	\$25.69	\$28.26	\$27.23	\$29.95	\$31.75
<b>3</b>	\$23.41	\$26.01	\$28.61	\$27.57	\$30.33	\$32.15
<b>4</b>	\$23.70	\$26.33	\$28.97	\$27.91	\$30.71	\$32.55
<b>5</b>	\$24.00	\$26.66	\$29.33	\$28.26	\$31.09	\$32.96
<b>6</b>	\$24.30	\$27.00	\$29.70	\$28.62	\$31.48	\$33.37
<b>7</b>	\$24.60	\$27.33	\$30.07	\$28.97	\$31.87	\$33.78
<b>8</b>	\$24.91	\$27.68	\$30.44	\$29.34	\$32.27	\$34.21
<b>9</b>	\$25.22	\$28.02	\$30.82	\$29.70	\$32.67	\$34.63
<b>10</b>	\$25.54	\$28.37	\$31.21	\$30.08	\$33.08	\$35.07
<b>11</b>	\$25.85	\$28.73	\$31.60	\$30.45	\$33.50	\$35.51
<b>12</b>	\$26.18	\$29.09	\$32.00	\$30.83	\$33.91	\$35.95
<b>13</b>	\$26.50	\$29.45	\$32.39	\$31.22	\$34.34	\$36.40
<b>14</b>	\$26.84	\$29.82	\$32.80	\$31.61	\$34.77	\$36.85
<b>15</b>	\$27.17	\$30.19	\$33.21	\$32.00	\$35.20	\$37.31
<b>16</b>	\$27.51	\$30.57	\$33.63	\$32.40	\$35.64	\$37.78
<b>17</b>	\$27.86	\$30.95	\$34.05	\$32.81	\$36.09	\$38.25
<b>18</b>	\$28.20	\$31.34	\$34.47	\$33.22	\$36.54	\$38.73
<b>19</b>	\$28.56	\$31.73	\$34.90	\$33.63	\$37.00	\$39.22
<b>20</b>	\$28.91	\$32.13	\$35.34	\$34.05	\$37.46	\$39.71
<b>21</b>	\$29.27	\$32.53	\$35.78	\$34.48	\$37.93	\$40.20
<b>22</b>	\$29.64	\$32.93	\$36.23	\$34.91	\$38.40	\$40.70
<b>23</b>	\$30.01	\$33.35	\$36.68	\$35.35	\$38.88	\$41.21
<b>24</b>	\$30.39	\$33.76	\$37.14	\$35.79	\$39.37	\$41.73
<b>25</b>	\$30.77	\$34.18	\$37.60	\$36.24	\$39.86	\$42.25

**Wage Scale as of 01/01/2025**

	<b>Basic Scale</b>	<b>Advanced</b>	<b>Paramedic</b>	<b>Lieutenant - A</b>	<b>Lieutenant-P</b>	<b>Captain</b>
<b>1</b>	\$23.41	\$26.01	\$28.61	\$27.57	\$30.33	\$32.15
<b>2</b>	\$23.70	\$26.33	\$28.97	\$27.91	\$30.71	\$32.55
<b>3</b>	\$24.00	\$26.66	\$29.33	\$28.26	\$31.09	\$32.96
<b>4</b>	\$24.30	\$27.00	\$29.70	\$28.62	\$31.48	\$33.37
<b>5</b>	\$24.60	\$27.33	\$30.07	\$28.97	\$31.87	\$33.78
<b>6</b>	\$24.91	\$27.68	\$30.44	\$29.34	\$32.27	\$34.21
<b>7</b>	\$25.22	\$28.02	\$30.82	\$29.70	\$32.67	\$34.63
<b>8</b>	\$25.54	\$28.37	\$31.21	\$30.08	\$33.08	\$35.07
<b>9</b>	\$25.85	\$28.73	\$31.60	\$30.45	\$33.50	\$35.51
<b>10</b>	\$26.18	\$29.09	\$32.00	\$30.83	\$33.91	\$35.95
<b>11</b>	\$26.50	\$29.45	\$32.39	\$31.22	\$34.34	\$36.40
<b>12</b>	\$26.84	\$29.82	\$32.80	\$31.61	\$34.77	\$36.85
<b>13</b>	\$27.17	\$30.19	\$33.21	\$32.00	\$35.20	\$37.31
<b>14</b>	\$27.51	\$30.57	\$33.63	\$32.40	\$35.64	\$37.78
<b>15</b>	\$27.86	\$30.95	\$34.05	\$32.81	\$36.09	\$38.25
<b>16</b>	\$28.20	\$31.34	\$34.47	\$33.22	\$36.54	\$38.73
<b>17</b>	\$28.56	\$31.73	\$34.90	\$33.63	\$37.00	\$39.22
<b>18</b>	\$28.91	\$32.13	\$35.34	\$34.05	\$37.46	\$39.71
<b>19</b>	\$29.27	\$32.53	\$35.78	\$34.48	\$37.93	\$40.20
<b>20</b>	\$29.64	\$32.93	\$36.23	\$34.91	\$38.40	\$40.70
<b>21</b>	\$30.01	\$33.35	\$36.68	\$35.35	\$38.88	\$41.21
<b>22</b>	\$30.39	\$33.76	\$37.14	\$35.79	\$39.37	\$41.73
<b>23</b>	\$30.77	\$34.18	\$37.60	\$36.24	\$39.86	\$42.25
<b>24</b>	\$31.15	\$34.61	\$38.07	\$36.69	\$40.36	\$42.78
<b>25</b>	\$31.54	\$35.04	\$38.55	\$37.15	\$40.86	\$43.31

**Wage Scale as of 07/01/2025**

	<b>Basic Scale</b>	<b>Advanced</b>	<b>Paramedic</b>	<b>Lieutenant - A</b>	<b>Lieutenant - P</b>	<b>Captain</b>
<b>1</b>	\$24.35	\$ 27.05	\$30.03	\$28.94	\$32.13	\$34.38
<b>2</b>	\$24.64	\$ 27.38	\$30.40	\$29.30	\$32.52	\$34.80
<b>3</b>	\$24.95	\$ 27.73	\$30.78	\$29.67	\$32.93	\$35.24
<b>4</b>	\$25.27	\$ 28.08	\$31.17	\$30.05	\$33.35	\$35.69
<b>5</b>	\$25.58	\$ 28.42	\$31.55	\$30.41	\$33.76	\$36.12
<b>6</b>	\$25.91	\$ 28.79	\$31.95	\$30.80	\$34.19	\$36.58
<b>7</b>	\$26.23	\$ 29.14	\$32.35	\$31.18	\$34.61	\$37.03
<b>8</b>	\$26.55	\$ 29.50	\$32.75	\$31.57	\$35.04	\$37.50
<b>9</b>	\$26.89	\$ 29.88	\$33.17	\$31.97	\$35.49	\$37.97
<b>10</b>	\$27.23	\$ 30.25	\$33.58	\$32.37	\$35.93	\$38.45
<b>11</b>	\$27.57	\$ 30.63	\$34.00	\$32.77	\$36.38	\$38.92
<b>12</b>	\$27.91	\$ 31.01	\$34.42	\$33.18	\$36.83	\$39.41
<b>13</b>	\$28.26	\$ 31.40	\$34.85	\$33.60	\$37.29	\$39.90
<b>14</b>	\$28.61	\$ 31.79	\$35.29	\$34.02	\$37.76	\$40.40
<b>15</b>	\$28.97	\$ 32.19	\$35.73	\$34.44	\$38.23	\$40.91
<b>16</b>	\$29.33	\$ 32.59	\$36.18	\$34.88	\$38.71	\$41.42
<b>17</b>	\$29.70	\$ 33.00	\$36.63	\$35.31	\$39.19	\$41.94
<b>18</b>	\$30.07	\$ 33.42	\$37.09	\$35.75	\$39.69	\$42.47
<b>19</b>	\$30.45	\$ 33.83	\$37.55	\$36.20	\$40.18	\$42.99
<b>20</b>	\$30.82	\$ 34.25	\$38.01	\$36.64	\$40.68	\$43.52
<b>21</b>	\$31.22	\$ 34.68	\$38.50	\$37.11	\$41.19	\$44.08
<b>22</b>	\$31.60	\$ 35.11	\$38.97	\$37.57	\$41.70	\$44.62
<b>23</b>	\$31.99	\$ 35.55	\$39.46	\$38.04	\$42.22	\$45.17
<b>24</b>	\$32.39	\$ 35.99	\$39.95	\$38.51	\$42.75	\$45.74
<b>25</b>	\$32.80	\$ 36.44	\$40.45	\$38.99	\$43.28	\$46.31

## **Appendix B - Physical Fitness and Wellness Incentive Program**

### **Program Overview**

Local members will have the opportunity to participate in a physical fitness program. Local members will be required to complete the following.

- 150 Minutes of moderate-intensity physical activity and; 2-days of muscle-strengthening activities per week (on average);
- Provide proof of annual physical through Primary Care Physician;
- Completion of two (2) Health Education Program Courses provided through the Maine Municipal Employees Health Trust annually.

### **Program Implementation**

Local Members will be responsible for completing the physical activity requirements in the quarter preceding the implementation of this program.

New Local members who are hired mid-quarter and otherwise complete the physical fitness requirements (150 minutes per week with 2 days of muscle strengthening activities) will receive a retroactive incentive.

### **Eligibility**

Local members will have their physical activity measured quarterly (13 weeks).

Quarterly, Local members will need a minimum of 1,950 minutes of moderate intensity physical activity and 26 days of muscle strengthening activities.

Recognizing the value of consistent and regular exercise, Local member must complete measurable and recorded exercise in at least 11 weeks per quarter.

**Pro-rata.** Local members who achieve 90% of the stated thresholds, will be eligible for 75% of the stipend for the following quarter.

### **Authorized Exercise Activity**

Brisk walking, jogging, running, bicycling, swimming and specialized anaerobic/anaerobic gym equipment such as the rowing machine, elliptical trainer, stair mill and weight training equipment are examples of pre-authorized exercise. Specialized fitness classes such as yoga and spin with professional trainers and instructors are also presumptively approved fitness activities. Additional activities should be pre-approved by department administration for qualification.

### **Physical Restrictions/Disability**

Local members who have physical restrictions as the result of injury or illness will not have those periods of incapacity count against their quarterly physical fitness totals so long as they otherwise meet the program thresholds for periods without physical restriction.

### **Fitness Record**

The Town agrees to provide a platform for logging physical activity. Local members will be responsible for entering date and time of exercise, general activity, duration, location and a brief description/summary of exercise. All activities must be timely logged within forty-eight (48) hours of completion.

### **Exercise while-on-duty**

Local members may have the opportunity to exercise while on duty subject to staffing levels, schedule, call volume and other work-related conditions. While efforts will be made to provide exercise

opportunities while on duty, employees are solely responsible for completing their physical fitness and wellness program requirements.

**Annual Physical**

Local members must submit a Physical Evaluation Acknowledgment Form (form provided by the Town) once per calendar year. The form will be acknowledged by the Local members Primary Care Physician's Office that the Local member completed their annual physical. No other medical information is requested or required.

**Maine Municipal Employee Health Trust (MMEHT) Health Education Programs**

The Town agrees to provide a minimum of six (6) Health Education Programs per year. Program participants are responsible for attending a minimum of two (2) programs. The programs may be attended while on duty, subject to staffing conditions, but are not required to be provided while on duty. Efforts will be made to schedule these programs at convenient times and cognizant to shift changes. The town will, when possible, allow for remote participation.