



AGREEMENT

BETWEEN

TOWN OF POLAND, MAINE

AND

LOCAL #5232, INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS

July 1, 2023

To June 30, 2026



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## ARTICLE 1

### PREAMBLE and UNIT RECOGNITION

**Section 1: Preamble:** This Agreement is entered into by, The Town of Poland, Maine, hereinafter referred to as the "Town" and/or the "Employer", and the Poland Professional Firefighters Association, IAFF Local 5232 hereinafter referred to as the "Union" and jointly referred to as the "Parties". Pursuant to the provisions of Title 26 M.R.S. Chapter 9-A, Section 961 et. Seq. (Referred to as the Maine Public Employees Labor Relations Act), the parties have entered into this Agreement in order to establish mutual rights, provide for equitable adjustment of differences which may arise, establish proper conditions of employment and compensation, and to promote effective municipal operations.

**Section 2: Unit Recognition:** The Town recognizes the Union as the sole and exclusive bargaining agent/representative for all unit employees for the purpose of collective bargaining relative to wages, hours, grievance/arbitration issues, and personnel policies, practices and all matters affecting the general working conditions of all employees included in the bargaining unit certified by the Maine Labor Relations Board (MLRB) for the State of Maine on October 10<sup>th</sup>, 2019.

- a. Included:** All full-time employees of the Town of Poland, Maine who hold the rank of Firefighter, Lieutenant or Captain and who principally perform Fire and/or EMS services for the Poland Fire Rescue Department.
- b. Excluded:** The Fire Rescue Chief, Assistant Chief, Deputy Chief, Administrative Assistant, and other employees not included in the unit that are employed by the Town of Poland.

**Section 3:** The Town agrees that it will not enter into any individual or collective agreement(s) with any employee(s) covered by this Agreement which is contrary to this Agreement.

## **ARTICLE 2**

### **MANAGEMENT'S RIGHTS**

**Section 1:** Except as otherwise specifically provided in this Agreement, or otherwise mutually agreed to in writing by the parties, the Union recognizes the Town's exclusive rights to manage, direct and supervise the operations of the Department and all its employees, provided that the Town may not modify any term or condition of employment contained in this Agreement without the written consent of the Union. In the event this Agreement is silent on any terms and conditions regarding unit employees, the Employer shall have the right to make any and all management decisions as it deems reasonable, however, the Town shall notify the Union in writing of any proposed changes to personnel policies, practices and/or matter affecting the working conditions of unit employees at least fourteen (14) working days prior to the implementation date of the proposed change. Upon receipt of such proposed change, the Union shall notify the Town within seven (7) days of its intent to pursue the matter through the labor-management committee as outlined in this agreement or to formally negotiate the terms/conditions of the proposed changes.

**Section 2:** The Town agrees to provide equal opportunity to all employees with respect to appointments and general working conditions, without regard to union membership, disability, age, race, creed, color, gender, sexual orientation, and national origin, religious or political affiliation.

### **ARTICLE 3**

#### **UNION RIGHTS AND RESPONSIBILITIES**

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

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

**Section 2:** The Union shall be given the opportunity to have a representative at any formal discussion between one or more representatives of the Town and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or any examination of an employee of the unit by a representative of the Town in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action against the employee and the employee requests representation.

**Section 3:** The Town agrees to continue recognizing the elected officers of the Union and any persons appointed/retained to a position of responsibility as duly designated officials of the Union. The Union agrees to submit to the Town a list of officers/appointments on January 1<sup>st</sup> of each year and to update the names as changes occur (within 30-days after changes made).

Union Representatives of IAFF Local 5232 and the International Association of Fire Fighters (IAFF) and/or the Professional Fire Fighters of Maine (PFFM) shall have access to the premises at the Department during working hours to conduct official Union business, with the approval of the Fire Rescue Chief. Such access, however, shall not interfere with any required emergency response of the Department and will not be unreasonably denied.

**Section 4:** The Town agrees to provide and maintain a suitable bulletin board at the Fire Headquarters for Union business. All Union postings shall be on this bulletin board and those postings shall be limited to official Union business, such as meeting notices and Union bulletins.

**Section 5:** It is agreed that Union officials, as described in Section 3 above, are authorized a reasonable amount of official time away from the job to promptly and expeditiously perform their representational and Union duties and responsibilities on behalf of their bargaining unit members they represent. Authorization for utilizing official time must be obtained from the Fire Rescue Chief prior to any Union official utilizing official time. Additional time may be authorized by the Fire Rescue Chief as needed. A "reasonable amount of official time away" shall be defined as time not to exceed an accumulated total of three (3) on-duty working days to attend meetings or seminars approved by the Association without loss of pay, however provided that the Town shall be reimbursed by IAFF 5232 for all replacement wages. Unlimited time with no loss of pay will also be granted for negotiations and grievance representation, however, shall not interfere with any required emergency response as described in Section 3 above, and shall not result in any Town liability for payment of overtime wages, as outlined in Article 14, Section 4.

**Section 6:** The Union shall be permitted to hold a regular monthly meeting at the Fire Headquarters, said meeting to be at a regular day and time each month to be determined by the Union and communicated to the Fire Rescue Chief. This meeting shall not require advance approval of the Fire Rescue Chief; however, it may be cancelled by the Fire Rescue Chief within twenty- four (24) hours' notice for compelling reasons. The Union shall further be permitted to have other meetings at the Fire Headquarters with at least twenty-four (24) hours' notice, and with the advance approval of the Fire Rescue Chief or designee, said approval shall not be unreasonably denied. The entire on duty crew will be allowed to attend. The conduct of Union business shall not interfere with normal activities of the Department.

**Section 7:** The Union agrees that the Union, its officers and members will not engage in strikes, slowdowns, or work stoppages. Such activities engaged in by unit employees may be just cause for dismissal.

**Section 8: Union Dues Deduction:** The Town shall deduct regular weekly dues upon receipt of signed authorization from unit members (a copy of which is to be retained by the Town) and a certified statement from the Treasurer of the Union as to the amount to be withheld for dues. All such forms shall be supplied by the Union and be satisfactory to the Town. The Town shall forward all dues so collected to IAFF Local 5232 by the 15<sup>th</sup> of each month.

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

## **ARTICLE 4**

### **EMPLOYEE RIGHTS & RESPONSIBILITIES**

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

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

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

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

**Section 5: Duties and Responsibilities:** The work to be performed by bargaining unit employees shall consist of fire protection services, emergency medical services, technical rescue operations, public education, and other duties as assigned by the Fire Rescue Chief consistent with the employee's official position description.

- a. The Town agrees that each unit employee will be provided a copy of his/her official position description and any amendment(s) thereto. The Employer agrees to provide the Union with a copy of all position descriptions for bargaining unit positions. If changes are made to the official position description, the Town Manager and/or his designee will discuss the changes with the affected employee and the Union. To the extent that nothing shall interfere with the Town's right to assign work, such discussions will occur prior to making the changes. A copy of the current position descriptions for unit employees will be provided to the Union. All future amendments to unit employee's position descriptions will be provided to the Union prior to changes being made.
- b. It is agreed and understood that a position description is a written statement of the duties and responsibilities assigned by the Town to a position which defines the kinds and range of duties an employee may expect to perform during the time he/she remains in the position. The position description is not in itself an assignment of work. The phrase "other duties as assigned" in a position

description shall refer to duties or assignments reasonably related to the employee's line of work. It is understood that this does not interfere with management's right to assign work.

**Section 6:** The Town shall indemnify, defend, save and hold harmless (within the limits of the Town's insurance as prescribed by law) for loss or damage, all unit employees from any personal financial loss and expense including reasonable legal fees and costs if any, arising out of any claim, demand, suit or judgment against the indemnified person provided the employee is acting reasonably within the scope of his or her job responsibilities. The Town shall not pay or reimburse any employee for their personal legal expenses incurred using their own attorney unless ordered by a court or specifically authorized by the Town, in the event the Town and the employee(s) have divergent interests.

**Section 7: Probationary Employees:** Unit employees shall serve a probationary period of one (year), for the 1<sup>st</sup> six (6) months of the one (1) year probation, shall have no seniority rights during this period but shall be subject to all other clauses in this agreement. At the expiration of the probationary period, seniority for the probationary period shall vest. Any probationary period(s) may be extended by mutual consent of the Town and the Union. However, after six (6) months of employment, probationary employees may join the Union through Dues Deductions pursuant to Article 3 of this Agreement.

#### **Section 8: Seniority**

- a. The Town shall establish a Seniority List on or about the first of July of each year based on months of employee's creditable service. The Town shall post said list on the Department's bulletin board and will forward a copy of the list to the President of the Union annually. Any objection to the seniority list as posted by the Town shall be presented to the Fire Rescue Chief for his review and action. If the Fire Rescue Chief is unable to resolve the objection, then the employee and/or the Union may process the objection through the grievance procedure pursuant to Article 5 of this agreement.
- b. Creditable service shall mean an employee's length of continuous full-time service with the Poland Fire Rescue Department. A layoff or authorized leaves of absence shall not constitute a break in continuous service but the time while on leave does not accrue towards credible service.
- c. Seniority shall be used as the basis by which leave time is approved in the event two or more employees submit a request for leave on the same day for the same period and the Fire Rescue Chief determines that each request cannot be approved for staffing reasons, the employee(s) with the most creditable service shall be given preference. In the event the employees have the same amount of creditable service, preference shall be based on employee payroll number.



## ARTICLES 5

### LABOR~ MANAGEMENT PARTNERSHIP

**Section 1:** The Parties agree to establish and maintain a "Labor Management Relationship" that will open a new era where the Union, the Town, the Department and all unit employees shall work together to create a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever-changing needs of the Department and the Town of Poland. Furthermore, the Parties agree to implement this relationship with a firm commitment to avoid an adversarial relationship and work together towards developing and maintaining a quality Labor-Management relationship that fosters mutually beneficial outcomes. To this end, the parties agree to establish and maintain a Labor-Management Partnership Committee.

**Section 2:** The purpose of this Committee is to assist in developing a quality Labor Management relationship between the Parties. The Committee is designed to provide a means for allowing the Town, the Department and the Union to become full partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Department employees.

**Section 3: The goals and objectives of this Committee are as follows:**

- ▶ To further the Department's Mission by using the Brain Storming Process
- ▶ Foster a more productive and cost-effective service to the citizens of Poland
- ▶ Promote a better morale among all Department employees
- ▶ Enhance the living/working conditions for all Department employees.

**Section 4: Committee Structure and Conduct:** The LMPC shall consist of two (2) Union Representatives (as determined by the Union) and two (2) Representatives from the Town (as determined by the Town). By mutual consent, nothing in this agreement will restrict the parties from expanding its size by inviting other Town Members, and/or Department Heads to assist the committee in meeting its goals and objectives. In addition, at the request of one or more of the committee members, subject matter experts or other persons may be requested to attend meetings to offer advice and/or information on specific subjects. Based on the foregoing, the Parties have agreed to establish and maintain a set of meeting rules for conducting the business of their Labor-Management Partnership Committee and will establish these rules at their 1<sup>st</sup> scheduled meeting after the agreement has been executed by the parties.

## **ARTICLE 6**

### **GRIEVANCE/ARBITRATION PROCEDURE(S)**

**Section 1:** A Grievance shall mean any claimed violation, misinterpretation or misapplication that may arise between the Town, the Union and/or any bargaining unit employee(s) relating to this agreement and/or the working conditions of unit employees.

**Section 2:** Nothing in this Article shall be deemed to deny an aggrieved unit employee the right to present their own grievance. In such event, the aggrieved employee shall forward a copy of the grievance being filed with all supporting information and material to the President of IAFF Local 5232. In addition, the Union shall have the right to be present at any meeting between the Town or any of its representative(s) and the aggrieved employee(s) filing a grievance under this section. No resolution of a grievance under this provision shall be inconsistent with the provisions of this Agreement. The Employer will provide the Union a copy of any decision rendered and/or settlement agreement made by the Employer representative throughout the grievance process.

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

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

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

#### **Section 5: Grievance Procedure:**

**Step 1:** An employee(s)/Union who claims to have a grievance shall present it to the Fire Rescue Chief in writing as outlined in Section 4 above. The Fire Rescue Chief shall meet with the parties to resolve the grievance within ten (10) calendar days after receipt of the written grievance. If resolution of the grievance is not within the authority of the Fire Rescue Chief, he/she shall so inform the grievant and his/her representative at this meeting and refer them to Step 2 of the grievance procedure.

If the resolution of the grievance is within the Fire Rescue Chiefs authority to resolve, they shall render a decision in writing within ten (10) calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee(s) and the employee(s)'s representative.

**Step 2:** If the Fire Rescue Chiefs decision is unsatisfactory, the employee/Union may, within ten (10) calendar days after receipt of the Step 1 decision, forward it to the Town Manager or designee for action. The Town Manager or designee shall convene a meeting with the parties within ten (10) calendar

days after receipt of the Step 1 decision. The Town Manager or designee shall render a decision in writing, within ten (10) calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee(s) and the employee's representative.

**Step 3:** If the Town Manager or designee's decision is unsatisfactory or the Parties are unable to resolve the grievance as a result of the Step 2 hearing, the Union may proceed to arbitration. Notice of Arbitration shall be provided to the Town Manager or designee within fifteen (15) calendar days after the decision by the Town Manager or designee in Step 2 above.

**Step 4: Arbitration Procedure:** The parties within ten (10) calendar days after the notice requesting arbitration, shall attempt to select a mutually agreeable arbitrator. If the parties fail to agree on the arbitrator, then the matter shall be submitted to the Maine Labor Relations Board for appointment of a single arbitrator.

The arbitrator shall confine himself/herself to the issue(s) raised during the grievance as submitted during Step 2 and any evidence related thereto. The arbitrator shall have no authority to add to, subtract from or modify any of the provisions of this Agreement. The arbitrator shall normally hold a hearing and decide the issue presented within thirty (30) days, but no later than ninety (90) days of being selected unless otherwise agreed to by the parties. The arbitrator's decision shall be final and binding on the parties.

#### **Section 6: Miscellaneous:**

- a. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue as a threshold question before the arbitrator.
- b. Failure by the grievant or the Union to adhere to the time limits within this grievance procedure shall terminate the grievance as null and void.
- c. Failure of the Fire Rescue Chief or the Town Manager or its representative(s) fail or refuse to render a decision within the specified time shall be construed as denial of the grievance.
- d. Time limits outlined in this article may be extended by written mutual consent of the parties.
- e. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union. Each party shall be responsible for compensating its own outside representatives and expert witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

## **ARTICLE 7**

### **DISCIPLINARY ACTIONS**

**Section 1:** The parties agree that the purpose of disciplinary action is to correct the offending employee's behavior/performance and maintain discipline and morale among other Department employees.

**Section 2:** The Fire Rescue Chief, Town Manager, or designee may bring any violation of this Agreement or Department/Town personnel policy and/or practice to the attention of the employee and impose disciplinary action. Such disciplinary actions shall only be taken for just cause. Any disciplinary action taken against an employee shall be subject to the grievance procedure.

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

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

Disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being administered, taking into consideration an employee's past conduct. The sequence described above need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge, as determined by the Fire Rescue Chief or the Town, subject to the employee's right to grieve the disciplinary actions pursuant to the provisions of Article 5 of this Agreement.

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

- a. If the Fire Rescue Chief/Town contemplates the suspension or termination of an employee, he/she may be immediately placed on paid administrative leave pending the investigation and the final determination with respect to the proposed disciplinary action.
- b. The Fire Rescue Chief/Town will issue a written notice of the alleged offense and proposed discipline as soon as possible, normally ten (10) calendar days after becoming aware of the incident.
- c. A pre-action investigation or inquiry will be made to determine the facts. Part of this investigation shall include a discussion with the affected employee and others having information about the incident.
- d. The employee will be notified in advance of the time of the discussion, and if the employee is advised that disciplinary action is being contemplated, the employee is entitled to have a Union representative present. Once a representative is requested the employee will be allowed a reasonable amount of time, normally not more than three (3) calendar days, to obtain union representation. During this delay no further questioning of the employee will take place.
- e. The employee or his designated representative will be permitted to offer their written and/or oral statement to the deciding official during the pre-action investigation. The written statement may be submitted at the meeting or no later than five (5) calendar days from the date of the above referenced meeting.

- f. The Fire Rescue Chief/Town will make reasonable efforts to undertake disciplinary actions in a prompt and timely manner, normally within ten (10) calendar days after conclusion of the pre-action investigation.

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

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

**Section 5:** All disciplinary actions shall become a part of the employee's official personnel file and shall be handled pursuant to Article 8 of this Agreement. If no disciplinary action is sustained against the employee, all references to such action will be withdrawn from the employee's official personnel file.

## ARTICLES 8 PERSONNEL FILE

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

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

**Section 3:** Employees shall be required to acknowledge all records of disciplinary action inserted into their personnel file with a signature affixed to the document and returned to the Town, whether or not they agree with the action. Employees shall be entitled to submit a written rebuttal of a disciplinary action for insertion in their personnel file, provided such correspondence is received by the Town Manager or designee within ten (10) calendar days of the notice being acknowledged by the employee. Every disciplinary notice shall include a statement advising employees of their right to grieve and/or refute the disciplinary action as set forth in this Agreement.

**Section 4:** All discipline infractions and penalties will be placed and maintained in an employee's official personnel file. However, for progressive discipline purposes, the parties agree that the *Shelf-Life* for the disciplinary actions taken against a unit employee will not be considered and/or used for any future disciplinary actions as follows:

- Verbal Warnings will not be considered and/or used to support additional disciplinary actions if the shelf life of the warning is more than six (6) months from the date of occurrence.
- Written Reprimands will not be considered and/or used to support any additional disciplinary actions if the shelf life of the written reprimand is more than twelve (12) months from the date of its occurrence.
- Suspensions will not be considered and/or used to support any additional disciplinary actions if the shelf life of the suspension is more than twenty-four (24) months from the date of its occurrence.
- Discharge/Termination action(s) shall remain in the employee's personnel file.

## **ARTICLE 9**

### **LAYOFFS & REDUCTION IN FORCE**

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

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

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

**Section 3:** If an employee is laid-off, he/she shall be paid for all accumulated vacation leave and Compensatory Time at 100% and sick leave at 66% in one lump sum as of the effective date of layoff. In the event a laid-off employee is reinstated within the two (2) years of the layoff, he/she shall have all previous creditable service restored, unpaid sick leave balance restored, and shall be immediately eligible to accumulate leave as otherwise set forth in this agreement.

## ARTICLE 10 VACATION LEAVE

**Section 1: Vacation Leave Accrual:** Vacation leave shall be granted to all full-time unit employees and shall accrue on a weekly basis. All full-time unit employees shall receive vacation leave as follows (based on years of service in the Department):

- a. From Hire Date to the end of one (1) year of service the employee will earn Forty-Two (42) hours (one week). Accruing at the rate of 0.8076 hours per weekly pay period.
- b. From one (1) year of service to five (5) years the employee will earn Eighty-Four (84) hours per year, (two weeks) accruing at a rate of 1.6153 hours per weekly pay period.
- c. From five (5) years of service to ten (10) years the employee will earn One Hundred Twenty-Six (126) hours per year, (three weeks) accruing at the rate of 2.4230 hours per weekly pay period.
- d. From ten (10) years of service to fifteen (15) years the employee will earn One Hundred Sixty-Eight (168) hours per year, (four weeks) accruing at a rate of 3.2307 hours per week pay period.
- e. From fifteen (15) years of service to twenty (20) years the employee will earn Two Hundred Ten (210) hours per year, (five weeks) accruing at a rate of 4.0384 hours per weekly pay period.

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

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

**Section 4:** Any unit employee may carry over unused vacation leave, for future use, an amount of vacation leaves not to exceed two times their annual accrual amount as of their date of hire. (Example: if you earn 126 hours per year, you may carry over 252 hours of vacation leave.) Throughout the year, there is no maximum accrual amount for unused vacation leave. At the anniversary of their date of hire, all unused vacation accrual that exceeds two times their annual accrual amount will be forfeited.

**Section 5:** Upon separation of employment, an employee shall be paid, at his/her base hourly rate for all unused vacation leave.



## **ARTICLE 11 SICK LEAVE**

### **Section 1: Sick Leave Accrual:**

- a. All employees shall be eligible to accrue ninety-six (96) hours sick leave during each twelve (12) months of employment for non-service incurred illness or disability at a rate of 1.8461 hours per week.
- b. All employees may accrue in excess of eight hundred seventy-nine (879) hours, up to nine hundred seventy-five (975) hours. Annually on June 15th those employees will be paid thirty-three percent (33%), of value of sick leave balance in excess of eight hundred seventy-nine (879) hours.  
(per MPERS PLD Handbook, page 26)

### **Section 2: Sick Leave Cash Out:**

- a. In the event of the death of an employee, unused accrued sick leave shall be paid to his/her designated beneficiary or estate upon his/her death at his/her base hourly rate.
- b. At retirement or at the end of employment with the Town, employees in good standing will be paid for thirty-three percent (33%) of value for all their accumulated sick leave balance, up to four hundred eighty (480) hours.

**Section 3: Use of Sick Leave:** Sick leave will only be used when the employee is unable to work due to illness or disability of the employee or when necessary to care for a member of an employee's family. An employee will be allowed to use sick leave for medical examinations or tests when said appointments are available during normal working hours. Sick leave will be paid as straight-time. Sick leave hours shall be counted as hours worked and shall count toward computation of overtime. Total hours paid may exceed the hours for a normal pay period when an employee uses sick leave. Once an employee has exhausted all available sick leave, pay will terminate, or if available, they may use accrued leave in the Sick Leave Donation Program.

**Section 4: Employee Leave-Sharing Program:** The purpose of this program is to permit an employee to donate accrued leave to another employee if an employee has exhausted all paid leave in accordance with IRS Revenue Rulings. There is no limit on the amount of accrued time that may be donated, and donated time will be dollar for dollar. This is a volunteer donation, and the donor agrees, by formal written request, to give their accrued hours, dollar for dollar, to a certain employee named on the request form. The Town Manager or designee shall have final approval of all use of the Sick Leave Donation Program.

### **Section 5: Medical Verification:**

- a. **Sick Leave Authentication:** At any time, the Town Manager, Fire Rescue Chief, or designee has the authority to ask the employee to provide verification of illness or disability from a physician.
- b. **Return-to-Work:** An employee who has been absent from work due to an illness or disability may be required to provide return-to-work clearance in writing from a qualified medical professional.
- c. **Fit-for-Duty:** The Town also reserves the right to have the employee undergo a fit-for-duty examination by an occupational health provider.
- d. **Expenses:** Any request for medical verification will be at the Town's expense.

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

**Section 1: Holidays:**

- a. The following holidays shall be observed:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence Day	
Labor Day	

- b. **Holiday Pay:** Full-time unit employees shall be paid twelve (12) hours regular pay for each holiday regardless of whether the employee works on the holiday or not. All Employees scheduled to work on a holiday will receive regular pay rate.
- c. If any new holiday not presently granted to other Town employees, either on a continuing basis or for a special event, is granted to all other Town employees it shall be deemed to be a holiday under this Agreement. The Town further agrees that, if the State of Maine or the Federal Government formally recognizes September 11th (9/11) as a State or National Holiday, September 11th will be added to the above list of holidays.

**Section 2: Personal Day(s):** All full-time unit employees are eligible for personal leave during a twelve (12) month period. Personal Day(s) will be accrued on the anniversary date of each employee. Personal Day(s) do not carry over from year to year. As well, personal day(s) will not be paid out upon separation. Full-time unit employees earn two (2), twelve (12) hours days.

**Section 3: Bereavement Leave:** Bereavement leave of up to forty-eight (48) hours with pay shall be granted to a unit employee in the event of a death in his/her immediate family. Immediate family is defined as spouse, domestic partner, children, stepchildren, parents, siblings, stepparents, stepbrothers/sisters, mother/father-in-law, daughter/son-in-law, brother/sister-in-law, grandparents, grandchildren or other persons residing in the same household.

Leave shall cover the workdays falling within the period between the time of death and the day after the funeral. Additional leave may be granted to an employee but shall not exceed ninety-six (96) hours. Employees may elect to use accrued vacation, personal or compensatory time and/or time without pay. In addition, necessary time off for travel purposes shall be granted upon request of the employee when, in the Employer's judgment, such additional time is warranted.

If the employee is on paid leave at the time of the death of an immediate family member, the leave will be converted to bereavement leave.

**Section 4: Military Leave:** Leaves of absence for military service shall be in accordance with the provision of State Law (26 M.R.S.A. Section 811). Any full-time unit employee who is a member of the National Guard or Reserve Unit of the United States Armed Forces shall be entitled to two (2) weeks leave of absence for the purpose of serving with said unit which shall not be considered vacation leave. The Town agrees to pay the difference between the employee's Town salary and the National Guard or Reserve pay for that

period. In order to be eligible for payment, employees must furnish a written statement from the appropriate military official showing the date and time served and the amount of pay received.

#### **Section 5: Court Leave:**

- a. **Jury Duty:** Unit employees called for jury duty will receive their regular salary from the Town during jury service, less any amount received for serving on a jury if the service is required on a duty day. If dismissed during the day, the employee, if on duty, will report for duty after dismissal.
- b. **Witness Duty:** Any unit employee summonsed as a witness on behalf of any local, county, state or national government, shall be granted court leave and will receive their regular salary from the Town during such leave, less any amount received for serving as a witness. The payment of regular salary, less any fees received for services concerning a summons for a non-governmental purpose, shall be left up to the discretion of the Town Manager or designee. If a unit employee is required to appear in court due to events that occurred while on duty or for job-related matters, and the court date is not during working hours such employee shall be compensated at one and one-half (1 1/2) times the employee's base hourly rate for the time worked in accordance with this Article, and one hour of travel time.

**Section 6: Family Medical Leave:** The Family and Medical Leave Act (FMLA) entitles unit employees to take unpaid, job-protected leave for specified family and medical reasons. Unit employees must give the Fire Rescue Chief at least a thirty (30) day written notice whenever possible if leave is to be requested under FMLA, otherwise written notice shall be given as soon as practicable. The employee shall be required to provide sufficient information for the Town Manager or their designee to determine if the leave may qualify for FMLA protection and the anticipated timing/duration of the leave.

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

**Section 7: Leave Without Pay (LWOP):** The Town Manager or designee, with the recommendation of the Fire Rescue Chief, and at their sole discretion, may grant permanent members of the Bargaining Unit a leave of absence without pay. Such leaves of absence shall not exceed one (1) year in length and may only be granted when it appears, because of the past record of the employee, or because of the purposes for which the leave is requested, that it is in the best interests of the Town to grant the leave.

**Section 8: Trading of Time:** Unit employees may substitute (trade-time) for each other with the permission of the Fire Rescue Chief and/or his designated representative. Requests for trade-time must be submitted in advance of the requested trade. Permission to trade-time shall not be unreasonably denied. It shall be understood that trading of time (swapping shifts) shall be voluntary on the part of all unit employees involved and that approval shall not result in any Town liability for payment of overtime wages. The maximum number of trades owed to other employees, at any given time, shall be limited to four (4) active trades. The exchange of time shall be repaid within one (1) year of the date of the trade.

## **ARTICLE 13 HEALTH AND SAFETY**

**Section 1: Recognition:** Both the Town and the Unit recognize and agree it is in their best interest that the parties to this Agreement take all feasible steps to provide efficient and safe equipment and material to provide safe, clean, sanitary work conditions, and to protect the general health and safety of the members of the Unit.

**Section 2:** All applicable federal, state, and town statutes, regulations, and ordinances relating to job safety shall be followed during this Agreement.

**Section 3:** The Labor-Management Committee shall consider health and safety related issues. Issues may include, but are not limited to, establishing and reviewing safety procedures in the Department, reviewing all reports of job-related accidents/injuries, and facility/equipment safety concerns.

### **Section 4: Injuries on Duty/Workers' Compensation**

- a. Compensation:** Employees who are covered by this Agreement, and who sustain an accepted worker's compensation claim due to a workplace injury or illness, shall receive in addition to compensation paid or payable under the Workers' 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. Absence because of such injuries shall not be charged to accumulated sick leave.

  - 1) Full salary is defined as the employee's base weekly pay plus holiday pay in weeks during which holiday pay would normally be paid.
- b. Independent Examination:** The Town reserves the right to require an independent medical examination to determine the extent of incapacity.
- c. Return to Work:** Injured employees shall return to work when it is medically determined that they can return to their pre-injury position with the Poland Fire Rescue Department.
- d. Termination:** 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 agreed to by the employer and employee in the Workers' Compensation context, or, if parties disagree, the applicable MMI shall be that as determined by the Worker's Compensation Board. If the MMI evaluation determines that the employer will not be able to return to their pre-injury occupation, s/he may be subject to non-disciplinary termination. Nothing in this paragraph is intended to or shall diminish or abrogate the rights of employees pursuant to Maine Workers' Compensation Statute, MRSA Title 39-A.

## ARTICLE 14

### HOURS OF WORK AND OVERTIME

**Section 1: Minimum Manning:** In an effort to ensure a safe and effective response to the community, there will be a minimum of four (4) qualified employees on duty during the day and two (2) qualified employees on duty during the night. This will be accomplished using our current combination staffing schedule of full-time and per-diem employees. If a per-diem shift cannot be filled with per-diem staff with 96 hours' notice, the shift or partial shift that would result in less than four personnel on duty will be offered as overtime to full-time personnel and filled using the overtime rotation policy. If the shift cannot be filled and is greater in length than two hours, then the forced overtime process will be applied.

**Section 2: Hours of Work:** The Standard work week is an average of 42 hours per week. The work schedule for full-time unit employees shall consist of twenty-four (24) on shift, with seventy-two (72) hours off. Each Shift will start at 06:00 hours and end the following day at 06:00 hours. Any hours worked that are not part of the full-time employees scheduled shifts is considered Over Time (OT), paid at 1 ½ times the employees hourly rate.

**Section 3: Shift (Platoon) Assignments:** Full-Time unit employees will be assigned to a work platoon by choice, according to seniority. Platoon selections can change every twenty-four (24) months. At that time unit employees may change platoons based on seniority. Picks will be in the first week of October, starting at 17:00 hours. If a member cannot be present, he/she must call-in, Zoom in, or provide a list of their 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> choice of assignment. All picks will take effect on Sunday of the first full week in January. Platoons will have a minimum of one (1) Paramedic.

**Section 4: Overtime & Compensatory Time:** All hours worked in excess of forty-two (42) hours during the employee's normal work week shall be paid at one and one-half (1 1/2) times the employee's base hourly rate. In lieu of overtime pay, the employee may choose compensatory time off at a rate of one and a half hours for each hour of overtime worked up to 96 hours maximum at any one time. Use of said compensatory time requires advance approval by the Fire Rescue Chief and may be denied if such time off would be significantly detrimental to departmental functioning. Compensatory time may be carried over, year to year. All earned compensatory time shall be paid to the employee upon separation from service. Payment shall be made at the employee's rate of pay as of the date of separation.

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

Paramedic, EMT-Basic and EMT-Advanced will have preference to overtime, by rotation for their assigned job classification. When personnel exceed minimum qualifications for a job classification other than their assigned job classification, they will be eligible for overtime by rotation, followed by an offering to per diem employees by the same criteria, prior to forced/mandatory overtime being applied. Unit employees may not work more than forty-eight (48) continuous hours without the Fire Rescue Chiefs approval. The Fire Rescue Chief may deny overtime to any employee when, in his discretion, the overtime would impair the ability of the employee to perform his duties.

**Section 5: Forced Overtime:** Forced overtime will be defined as overtime caused by an opening in a shift that is not covered by voluntary overtime or by per-diem coverage. Forced overtime will be used after exhausting voluntary overtime and the use of per-diems to fill vacant shifts. Forced overtime must be a minimum of eight (8) hours worked to be considered forced.

- a. Forced overtime will be paid for at one and one-half (1 1/2) times the employee's base hourly rate. Unless on a Holiday. (See subsection h. and i. for exceptions)
- b. EMS license will not be a determining factor in who gets forced to work.
- c. Any new full-time unit employee who has completed initial training and assigned to a shift will be added to the top of the Forced List.
- d. Using the Forced overtime rotation, the first employee contacted shall be forced to report to or remain on duty.
- e. Full-time unit employees who have submitted Vacation Time Request using Vacation Time, Comp Time or Personal Time are not subject to being forced 3 days before their vacation time and 3 days after.
- f. Prior to forcing, the open shift will be paged, and called (on the 998-2361 line) by a full-time unit employee or an officer.
- g. If coverage is not obtained prior to shift change, then the on-duty employee will be forced to remain on duty until relief coverage is obtained.
- h. Full-time unit employees may be forced beyond to work more than forty-eight (48) continuous hours. The pay rate if forced beyond forty-eight (48 hours) will be paid at two (2) times the employee's hourly rate.
- i. In the event a Full-Time unit employee is forced on a holiday, the pay rate will be paid at two (2) times the employee's hourly rate.
- j. Members who have been forced, but who refuse to come in or stay on duty without an administrative approved cause will be rotated to the bottom of the voluntary overtime list for three (3) rotations.
- k. Full-time unit employees will maintain a working Forced List. That list will be stored in the shared folder with schedules.
- l. Full-time unit employees will be able to edit the Forced List.
- l. The Fire Rescue Chief or his designee will verbally force according to the Forced List at least five (5) Calendar days prior to the scheduled open shift, if known prior to five (5) calendar days.
- m. Shifts known less than five (5) to two (2) calendar days' notice will be forced with at least forty-eight (48) hours' notice.
- n. Last minute calls outs, the off going full-time unit employee will be forced to work only after paging, emailing, texting, and calling off duty full-time employees. If the shift is not filled, s/he is forced.
- o. Forcing will start with the least senior man and go down the list to the most senior man, and then restart.

**Section 6: Training:** Unit employee attendance at any job-related training shall be paid at their overtime rate in accordance with Article 14, Section 4, for actual time in attendance. On-duty employees are not eligible for the training pay.

**Section 7: COBRA Team:** Unit employee attendance at all COBRA Team trainings or activations shall be paid at one and one-half (1 1/2) times the employee's base hourly rate for actual time in attendance. On duty employees will receive their normal pay and is not eligible for overtime pay.

## **ARTICLE 15 BENEFITS & WAGES**

**Section 1: Healthcare:** The Town agrees to participate in the cost of health insurance by maintaining coverage with the Maine Municipal Employees Health Trust at PPO 2500 Plan, or comparable plan, coverage level for all full-time unit employees. The Town shall pay 85% of the cost of the health insurance premium. The full-time unit employees shall be responsible for 15% of the health insurance premium by means of payroll deduction for family, dependent, domestic partner or single coverage depending on the circumstances of the individual employee.

- a. The Town shall reimburse full-time unit employees for healthcare expenses to cover the plan deductible.

**Section 2: Dental Care:** The Town shall provide a Dental Insurance Program for full-time unit employees and their eligible dependents. The Employee shall be responsible to pay 100% of the cost of coverage.

**Section 3: Flex Spending Account:** The Town will sponsor a flexible benefit plan pursuant to Section 125 of the Internal Revenue Service (IRS) Code which will allow eligible full-time unit employees the option of contributing pre-tax wages to the plan for the purpose of paying the employee's portion of any health insurance and reimbursing the employee for certain qualified health related expenses that are incurred by the employee and dependent family members that are not covered by the health insurance plan. The plan will also allow eligible employees the option to contribute pre-tax wages to the plan for the purpose of reimbursing the employee for dependent care assistance. Maximum coverage shall be set by the IRS.

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

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

**Section 4: Payment in Lieu of Town Healthcare:** To the extent permitted by the Town's Health Insurance Plan, full-time unit employees who are currently covered under the Town's plan and who provide written proof that they are covered under another person's health care plan may request that:

- a. They waive coverage under the Town's plan and
- b. They receive an annual payment of \$2,400 or the amount in the Town's Personnel Policy, if the Policy is greater, to be paid on a pro-rated weekly basis over the course of each fiscal year.



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

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

**Section 6: Life Insurance:** Full-time unit employees shall be provided life insurance in the amount of one time (1x) their annual salary, which takes effect on the first day of the second month following the date of employment. The entire cost of this coverage is paid by the Town.

The Town may also offer other life insurance policies, which shall be optional and shall be at the unit employees' expense.

**Section 7: Retirement:** The Town agrees to change all unit employees with retirement benefits under the Maine Public Employees Retirement System's (MPERS) 1N Plan to the 1C Plan effective no later than two (2) Months after the signing of this agreement. All employees shall be eligible to contribute to the MPERS 1C Plan immediately upon hire. In addition, unit employees are eligible to establish and contribute to accounts under the Town's 457 Deferred Compensation Plan but will "not" be eligible for any matching contributions from the Town.

- a. For those unit employees "not" participating in the MPERS 1C Plan, the Town will match the employee's contribution to a maximum of four (4%) percent of actual pay. The unit employee shall be vested immediately in 100% of any contributions made by the Town.

**Section 8: Wages:** The wage scale for bargaining unit employees is outlined in Appendix A of this Agreement. The Employees shall be eligible for step increases based on time-in-grade from the anniversary of their employment. The pay period for unit employees shall be completed weekly.

- a. **Cost of Living Adjustment:** Cost of Living Adjustment (COLA) for the years included in this contract will be outlined on appendix A. Any COLA that the Town of Poland awards to town employees, that is higher than what is currently agreed upon in appendix A, will default to the higher COLA offered by the Town.
- b. **Required Certifications & Training:** Where required as a condition of employment, cost of all required certification/training programs will be paid in advance of the program by the Town. Should the employee not complete or not pass the program, the costs associated with the program may be recovered from the employee by the Town.
- c. **Educational Incentive:** Since both the Town as well as the employee profit from education training opportunities, the Town shall identify appropriate training programs which are available at reasonable cost to the Town, will contribute to improving employee performance, and more efficient and effective operations.

An hourly stipend of \$0.25 will be paid to each full-time unit employee that has received a two-year job-related academic degree or equivalent. An additional \$0.25 hourly stipend will be paid to each full-time unit employee that has received a four-year job-related academic degree. Proof of academic degree will be required - transcript or diploma.

- d. **Degree Programs:** The Fire Rescue Chief, may authorize attendance at courses leading to an academic degree in emergency medicine, business, public administration, natural (such as physics, chemistry, and biology), life, or health sciences. When attendance at such a course may interfere with a full-time unit employee's regular work schedule, the Fire Rescue Chief will make a reasonable effort to accommodate the full-time unit employee, provided that such adjustments will neither disrupt the normal



operation of the department nor place an unreasonable burden on other employees. Any full- time unit employee wishing to utilize this program will submit a written request to the Fire Rescue Chief for approval prior to enrolling in the program. The request will outline any schedule conflicts and the full-time unit employee's proposed solution to resolve those conflicts as well as any financial assistance requested or anticipated from the Town. A full-time unit employee who successfully completes such a course at an accredited institution and receives a B or better, or a pass in a pass/fail course, shall be entitled to a reimbursement of up to \$600 per calendar year upon providing a transcript to the Town Manager or their designee within 30 days of completion of such course.

All other expenses of completing such a course shall be borne by the unit employee.

- e. **Credit for Service-** New hires coming to Poland Fire Rescue will get credit for years of service, up to eight years. To meet requirement for credit for prior service, the new employee must have worked for a full time Fire or EMS Department.

#### **Section 9: Uniform Allowance:**

- a. **Initial:** Upon initial full-time hire, unit employees may use uniform allowance for the following clothing.
  - 1) 1 - Pair of boots,
  - 2) 1 - Long sleeve button-up shirt,
  - 3) 1 - Short sleeve button-up shirt,
  - 4) 3 -Pairs of pants,
  - 5) 2 - Blue t-shirts,
  - 6) 1 - Red t-shirt,
  - 7) 1 - Job shirt,
  - 8) 1 -Belt

Clothing will be repaired or replaced on an as-needed basis during the unit employee's first year. The cost of which is to be paid for by the employer. Repair or replacement shall be at the sole discretion of the Fire Rescue Chief according to the Department Policy.

- b. **Annual:** Each full-time unit employee will be issued an annual clothing allowance of \$600.00 at the start of each fiscal year. The full-time unit employee may roll over his /her unused uniform allowance to a maximum of \$1,200 dollars.

## **FITNESS INCENTIVE**

### **Fitness Incentive:**

- A. The Town of Poland will administer a fitness incentive exam, mutually agreed upon by both parties and outlined in appendix B, for all full-time unit members twice a year, once in the June and once in the December. Those employees who take and pass the exam in June will receive a \$1,000.00 stipend for the full year, July to June. Those who fail in June and retake in December and pass will receive a \$500.00 stipend for half a year, January to June.
- B. The exam will consist of: Timed Row Test, Timed Stair Climb Test, Timed Tire Sledge Test, Timed Hose Advance Test, Hose Drag, Timed Weighted Drag Test, Timed Sit Ups Test and a Push up Test.
- C. The fitness exam is in no way punitive and not a requirement for the unit employee's position.

**ARTICLE 17**  
**DURATION AND CHANGE**

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

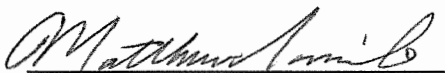
**Section 2: Maintenance of Benefits:** It is mutually agreed that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this Agreement shall remain in full force and effect throughout the duration of this Agreement subject to established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

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

**Section 4: Mid-Term Bargaining:** This agreement except for its duration period as specified in Section 5, may be opened for amendment by mutual consent of the parties at any time after it has been in force and effect for at least six months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen calendar days after receipt of such request to discuss the matter(s) involved. If the parties agree that opening is warranted on any such matter(s), they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously agreed to as being appropriate. All agreements reached during any mid-term bargaining session(s) shall become an addendum to this agreement.

**Section 5: Duration of this Agreement:** This Agreement shall be in effect and binding upon both the Town and Union during the period 1 July 2023 through 30 June 2026. If collective bargaining shall not have been successfully completed prior to the expiration of said Agreement, the parties hereto agree that the provisions of this Agreement shall remain in full force and effect until such time as a successor agreement has been negotiated and executed by the parties.

**IN WITNESS WHEREOF,** the Town has caused this Agreement to be executed and its corporate seal to be affixed by Matthew Garside, its Town Manager, thereunto duly authorized, and the Union has caused this Agreement to be executed by Shawn Hazelton, its President, thereunto duly authorized, as of the day and year first written above.



Matthew Garside, Manager  
Town of Poland



Thomas Printup, Chief  
Town of Poland Fire Rescue



Shawn Hazelton, President  
IAFF Local 5232



## Appendix B

### Test Guidelines:

**TASK 1 - Rowing Test** - Using a Concept 2 row machine, the candidate will row for five (5) minutes. The damper must be set of "5" for this test. Rowing is a full body work out that test's stamina, overall body strength and a candidate's aerobic capability. Once the test has started, the candidate must complete the test without stopping. If the candidate stops rowing or gets off the Concept 2 machine, they will be disqualified.

**TASK 2 - Stair Climb** - The candidate will use two (2) 50-foot sections of 1 1/2-inch hose and a 1 1/2- brass nozzle weighing approximately 50 pounds will climb the stairs in the apparatus bay a total of five (5) times (5 times up and 5 times down the stairs) in three (3) minutes. The hose will start on the floor of the station and the candidate will be required to lift the hose load onto their shoulder and keep the hose off the floor for the entire five (5) trips up and down the stairs. The hose will be placed back in its starting location to complete the evolution. No specific PPE is required for this station.

**TASK 3 - Tire Sledge Station** - The candidate will use a 16 lb. sledgehammer to strike a tire a total of 30 times. The time allotted to complete the 30 strikes on the tire is two (2) minutes. Candidates at this station will be required to wear gloves, hardhat/ fire helmet, and steel/composite toed boots. The proctor at the station will provide all safety gear. The proctor of the exam station will count out the strikes aloud, so the candidate knows how far into the evolution they are.

**TASK 4 - Hose Advancement Station** - The candidate will pick up the nozzle and move a 1 3/4-inch charged hose straightforward 100 feet to the cone. Candidate will drop the nozzle at the end of the cones and the proctor will return the hose and the nozzle to its starting point. Candidates at this station will be required to wear gloves.

**TASK 5 - Weighted Drag Station** - The candidate will drag 150-pound sled 100 feet. The sled will have a rope hooked to sled with a carabiner and the candidate will be required to drag the sled on the floor using the rope from cone to cone. The candidate must drag the sled in a forward-facing motion, meaning the candidate must face the sled and work towards the finish line back first. Candidates will have one (1) minute to complete this station. Candidates at this station will be required to wear gloves.

**TASK 6 - Time Sit Ups** - see chart above. Sit-Ups shall be performed with the partner holding the candidates' feet to the floor. The candidate shall be his/her hands at the temples, or arms cross with hands with hands in armpits. Candidate will perform a sit-up and touch elbows to quads or knees. The elbows must touch the quads or knees for the sit-up to count. The partner will keep track of successful sit-ups done within the two-minute time allotted.

**TASK 7 – Push Ups** – see chart above. Push-ups will be done with candidates’ hands slightly more than shoulder width apart. The candidate’s partner shall hold his hand in a fist; thumb up, under the testing candidate’s chest. The testing candidate shall lower him/herself down, so the chest touches the partner’s hand for the push-up to count. The partner shall keep count of successful push-ups done by the candidate. The candidate shall do as many push-ups as he/she can do.

Row Station	5 Minutes
Stair Climb	3 Minutes
Tire Sledge	2 Minutes
Hose Advancement	1 Minute
Weighted Drag	2 Minutes

Fitness Test:	Male (40 <sup>th</sup> Percentile) Age				Women (40 <sup>th</sup> Percentile) Age			
	20-29	30-39	40-49	50+	20-29	30-39	40-49	50+
Max Push Ups	29	24	18	13	15	11	9	3
1 Min Sit Ups	38	35	29	24	32	25	20	14

**Appendix A - Wages**

FY 24	1	2	3	4	5	6	7	8	9	10
	DOH to 1 Yr. Complete	>1 Yr. to 2 Yrs. Complete	>2 Yr. to 3 Yrs. Complete	>3 Yr. to 4 Yrs. Complete	>4 Yr. to 5 Yrs. Complete	>5 Yr. to 8 Yrs. Complete	>8 Yr. to 11 Yrs. Complete	>11 Yr. to 14 Yrs. Complete	>14 Yr. to 17 Yrs. Complete	18 + Yrs. of Service

**Private EMT**

Hourly	\$21.11	\$21.53	\$21.96	\$22.40	\$22.85	\$23.31	\$23.77	\$24.25	\$24.73	\$25.23
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**Private AEMT**

Hourly	\$22.17	\$22.61	\$23.06	\$23.52	\$23.99	\$24.47	\$24.96	\$25.46	\$25.97	\$26.49
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**Private Paramedic**

Hourly	\$23.83	\$24.30	\$24.79	\$25.29	\$25.79	\$26.31	\$26.83	\$27.37	\$27.92	\$28.48
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**Lieutenant EMT**

Hourly	\$21.86	\$22.30	\$22.74	\$23.20	\$23.66	\$24.14	\$24.62	\$25.11	\$25.61	\$26.12
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**Lieutenant AEMT**

Hourly	\$22.92	\$23.38	\$23.85	\$24.32	\$24.81	\$25.31	\$25.81	\$26.33	\$26.85	\$27.39
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**Lieutenant Paramedic**

Hourly	\$24.58	\$25.07	\$25.57	\$26.08	\$26.61	\$27.14	\$27.68	\$28.23	\$28.80	\$29.38
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**Captain EMT**

Hourly	\$22.86	\$23.32	\$23.78	\$24.26	\$24.74	\$25.24	\$25.74	\$26.26	\$26.78	\$27.32
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**Captain AEMT**

Hourly	\$23.92	\$24.40	\$24.89	\$25.38	\$25.89	\$26.41	\$26.94	\$27.48	\$28.03	\$28.59
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**Captain Paramedic**

Hourly	\$25.58	\$26.09	\$26.61	\$27.15	\$27.69	\$28.24	\$28.81	\$29.38	\$29.97	\$30.57
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**Assumptions:**

Duty Step	5%	
Year Step	2%	
Rank Step	\$0.75	\$1.00

**Education:**

Associates Degree	\$	0.25
Bachelors Degree	\$	0.50

Cola	2025	5.00%
	2026	5.00%

FY 25	1	2	3	4	5	6	7	8	9	10
	DOH to 1	>1 Yr. to 2	>2 Yr. to 3	>3 Yr. to 4	>4 Yr. to 5	>5 Yr. to 8	>8 Yr. to 11 Yrs.	>11 Yr. to 14 Yrs.	>14 Yr. to 17 Yrs.	18 + Yrs.
	Yr. Complete	Yrs. Complete	Yrs. Complete	Yrs. Complete	Yrs. Complete	Yrs. Complete	Complete	Complete	Complete	of Service

**Private**

<b>EMT</b>										
Hourly	\$22.17	\$22.61	\$23.07	\$23.53	\$24.00	\$24.48	\$24.97	\$25.47	\$25.98	\$26.50

**Private**

<b>AEMT</b>										
Hourly	\$23.28	\$23.74	\$24.22	\$24.70	\$25.20	\$25.70	\$26.22	\$26.74	\$27.27	\$27.82

**Private**

<b>Paramedic</b>										
Hourly	\$25.02	\$25.52	\$26.04	\$26.56	\$27.09	\$27.63	\$28.18	\$28.75	\$29.32	\$29.91

**Lieutenant**

<b>EMT</b>										
Hourly	\$22.92	\$23.38	\$23.85	\$24.32	\$24.81	\$25.31	\$25.81	\$26.33	\$26.85	\$27.39

**Lieutenant**

<b>AEMT</b>										
Hourly	\$24.03	\$24.51	\$25.00	\$25.50	\$26.01	\$26.53	\$27.06	\$27.60	\$28.15	\$28.72

**Lieutenant**

<b>Paramedic</b>										
Hourly	\$25.77	\$26.29	\$26.81	\$27.35	\$27.89	\$28.45	\$29.02	\$29.60	\$30.19	\$30.80

**Captain**

<b>EMT</b>										
Hourly	\$23.92	\$24.40	\$24.89	\$25.38	\$25.89	\$26.41	\$26.94	\$27.48	\$28.03	\$28.59

**Captain**

<b>AEMT</b>										
Hourly	\$25.03	\$25.53	\$26.04	\$26.56	\$27.09	\$27.64	\$28.19	\$28.75	\$29.33	\$29.91

**Captain**

<b>Paramedic</b>										
Hourly	\$26.77	\$27.31	\$27.85	\$28.41	\$28.98	\$29.56	\$30.15	\$30.75	\$31.37	\$31.99

**Assumptions:**

Duty Step	5%	
Year Step	2%	
Rank Step	\$0.75	\$1.00

**Education:**

Associates Degree	\$	0.25
Bachelors Degree	\$	0.50

Cola	2025	5.00%	5.00% Or greater if town gives greater than 5%
	2026	5.00%	5.00% Or greater if town gives greater than 5%

FY 26	1	2	3	4	5	6	7	8	9	10
	DOH to 1	>1 Yr. to 2	>2 Yr. to 3	>3 Yr. to 4	>4 Yr. to 5	>5 Yr. to 8	>8 Yr. to 11 Yrs.	>11 Yr. to 14 Yrs.	>14 Yr. to 17 Yrs.	18 + Yrs. of Service
	Yr. Complete	Yrs. Complete	Yrs. Complete	Yrs. Complete	Yrs. Complete	Yrs. Complete	Complete	Complete	Complete	

**Private  
EMT**

Hourly	\$23.28	\$23.75	\$24.22	\$24.70	\$25.20	\$25.70	\$26.22	\$26.74	\$27.28	\$27.82
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**Private  
AEMT**

Hourly	\$24.44	\$24.93	\$25.43	\$25.94	\$26.46	\$26.99	\$27.53	\$28.08	\$28.64	\$29.21
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**Private  
Paramedic**

Hourly	\$26.28	\$26.80	\$27.34	\$27.89	\$28.44	\$29.01	\$29.59	\$30.18	\$30.79	\$31.40
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**Lieutenant  
EMT**

Hourly	\$24.03	\$24.51	\$25.00	\$25.50	\$26.01	\$26.53	\$27.06	\$27.60	\$28.15	\$28.72
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**Lieutenant  
AEMT**

Hourly	\$25.19	\$25.69	\$26.21	\$26.73	\$27.27	\$27.81	\$28.37	\$28.94	\$29.51	\$30.10
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**Lieutenant  
Paramedic**

Hourly	\$27.03	\$27.57	\$28.12	\$28.68	\$29.26	\$29.84	\$30.44	\$31.05	\$31.67	\$32.30
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**Captain  
EMT**

Hourly	\$25.03	\$25.53	\$26.04	\$26.56	\$27.09	\$27.64	\$28.19	\$28.75	\$29.33	\$29.91
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**Captain  
AEMT**

Hourly	\$26.19	\$26.71	\$27.25	\$27.79	\$28.35	\$28.92	\$29.49	\$30.08	\$30.69	\$31.30
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**Captain  
Paramedic**

Hourly	\$28.03	\$28.59	\$29.16	\$29.75	\$30.34	\$30.95	\$31.57	\$32.20	\$32.84	\$33.50
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**Assumptions:**

Year Step	2%	
Rank Step	\$0.75	\$1.00

<b>Education:</b>		
Associates Degree	\$	0.25
Bachelors Degree	\$	0.50

Cola	2025	5.00% Or greater if town gives greater than 5%
	2026	5.00% Or greater if town gives greater than 5%