

July 1, 2024 to June 30, 2027

AGREEMENT

BETWEEN

TOWN OF MILLINOCKET

AND

COUNCIL #93

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, AFL-CIO

(FIRE DEPARTMENT)

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**ARTICLE 1 - RECOGNITION**

The Town hereby recognizes the Millinocket Fire Department Unit, Council #93, American Federation of State, County, and Municipal Employees, AFL-CIO as the exclusive bargaining agent for the Millinocket Fire Department employees, such unit to include only Fire-fighters and full-time Deputy Chief. Therefore the parties recognize only an AFSCME Staff Representative has the authority to sign or enter into any Agreement between the Town and the Union.

**ARTICLE 2 - RIGHT TO JOIN OR NOT TO JOIN/NON-DISCRIMINATION**

1. It is recognized that Fire Department employees have the right to join, or not to join, the Union, but membership shall not be a prerequisite for employment of any employee.
2. No employee shall be favored or discriminated against by either the Town or the Union because of his membership or non-membership in the Union.
3. The parties to this Agreement agree that they shall not discriminate against any employee because of race, creed, color, sex, age, physical/mental handicap, ancestry, or national origin, excepting for bonafide occupational qualifications.
3. The Union agrees to support the Town's equal employment opportunity policy.

**ARTICLE 3 - MAINTENANCE AND MEMBERSHIP**

1. It shall be a condition of employment that, on or after the thirtieth (30 day of the signing of this Agreement, all employees covered by this Agreement who have completed their six (6) month probationary period and all new employees who become covered by the Agreement not later than thirty (30) days after the completion of their probationary period and who do not become members of the Union shall pay a service fee equal to eighty (80) percent of the Union' s dues as a contribution towards the cost of collective bargaining, contract administration, and the adjustment of grievances.

**ARTICLE 4 - CHECK-OFF**

1. Upon individually written authorization by a member of the bargaining unit, and approved by the Union, the Town agrees to deduct Union dues weekly for each such member so authorizing. Said deductions are to be limited specifically to Union dues, and in no case will the Town collect or withhold fines or other assessments, or dues payable by said member for any prior period, it being specifically

agreed by the parties hereto that dues shall be collected only to the extent that such member's current weekly check, after all deductions required by law, is sufficient to cover the same. The Union, for itself and its members, agrees to indemnify and save the Town harmless for any losses incurred by the town as the result of the administration of this section, excepting, however, the inevitable increases in clerical costs. The amounts to be deducted in accordance herewith shall be certified to the employer by the treasurer of the Union, and the aggregate deductions of all members shall be remitted, with appropriate accounts, to the Treasurer, Council #93, in Augusta, Maine, on or before the 15th day of the succeeding month.

#### **ARTICLE 5 - MANAGEMENT RIGHTS AND DEPARTMENT RULES**

The Union agrees that the Town has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified, or delegated by the provisions of this Agreement. Such rights include, but are not limited to, the right: to determine the mission, location, and size of the agency and facilities; to direct its work force, the right to administer the promotion system, including the examination, recruitment, selection, hiring, appraisal, training, promotion, demotion, assignment, or transfer of employees; to establish specifications for each class of position and to classify or reclassify and to allocate or reallocate new or existing positions subject to the Union's right to grieve pay rates for the reclassified position; to discipline and discharge employees in accordance with this Agreement; to determine the size and composition of the work force; to determine the operating budget of the department; to install new, changed, or improved methods of operations; to relieve employees because of lack of work or for cause in accordance with this Agreement; to maintain the efficiency of the government operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of the department not in conflict with this Agreement.

2. In particular, the Town shall have the absolute right to determine the number and location of its crews; the services to be performed; the machinery, tools, equipment, and materials to be used; the work schedules; and the methods of operation.
3. The Town reserves the right to publish reasonable rules and regulations governing the conduct of its employees as it may deem necessary and proper for the conduct of its operations of the Fire Department which shall be effective upon posting or other notice to the employee.

#### **ARTICLE 6 - UNION ACTIVITIES AND REPRESENTATIVE VISITS**

1. During working hours on the employer's premises, with prior permission from the Chief of the Fire Department or his authorized representative, authorized Union representatives in the employ of the Town shall be allowed to perform the following without loss of pay:

- a. Post union notices;
- b. Transmit official communications, authorized by local membership, to the Town or its representatives;
- c. Transact official union business with authorized representative of the Town upon appointment;
- d. Contract administration.

2. The Town agrees that accredited representatives of the AFSCME shall have access to the Fire Station during working hours, with prior permission from the Town Manager or the Chief of the Fire Department. Said access will not be for the purpose of discussion union business and will be allowed only if it does not interfere with the scheduled work flow. All union business must be conducted with members of the Union after regular working hours.

#### **ARTICLE 7 - BULLETIN BOARD**

- 1. The Town shall construct and maintain one (1) bulletin board at a suitable place in the Fire Station, which said bulletin board is to be used solely for the posting of union meeting notices and bulletins. A copy of each such meeting notice or bulletin shall, prior to posting, be given to the Town Manager, or his designee. No such notice or bulletin shall advocate or encourage the violation of any provision of this agreement, nor cast discredit upon any individual.
- 2. The Union shall limit its postings of notices and bulletins to such bulletin board.

#### **ARTICLE 8 - SENIORITY**

- 1. Annually, effective January 1st of each year, the Town will post a seniority list for a period of not less than thirty (30) days and a copy shall be forwarded to the Secretary of the Union. Unless objections are filed with the Chief of the Fire Department within ten (10) days, the list shall stand as posted.
- 2. Seniority is herein defied as uninterrupted employment since the last date of hire. Interruption for vacation, sick leave, bereavement leave, military leave, jury duty, and Workers' Compensation leave shall not be considered interruptions in employment for purposes of this Article.
- 3. In the event it becomes necessary for the Town to lay-off employees for any reason, employees shall be laid off in the inverse order of their seniority. All affected employees shall receive two (2) calendar week advance notice of lay off and the Town shall meet with the affected employees prior to the actual occurrence of the lay off.

Employees shall be recalled from lay off according to their seniority. No new employees shall be hired until all employees on lay off status for eighteen (18) months or less have been afforded recall notices.

4. Upon recall, the employee shall be considered a regular non-probationary employee. During lay off, no benefits shall accrue to the laid off employee.

#### **ARTICLE 8-A - DEPARTMENTAL SENIORITY**

1. Seniority in the Bargaining Unit commences on the date that the employee first reports to work after assignment as an employee.
2. Seniority in the Bargaining Unit terminates on the date an employee ceases full-time duty in the Bargaining Unit.
3. Seniority in the Bargaining Unit may be frozen as of the date of any temporary absence, which shall include only authorized leaves of absences, assignments to other duties of the Employer in emergency conditions, military duty beyond Reserve or National Guard training, lay-off, or Workers' Compensation leave.

#### **ARTICLE 8-B - RECALL**

1. Employees on lay-off status shall respond to written recall notices within 4 days of delivery at last known address of the recall notice. Recall notices will be mailed to the employee's last known address. It is the responsibility of an employee to notify the Personnel Officer or his designee of any changes of address, in writing.
2. In the event the employee fails to report to work or is unable to report to work except for circumstances beyond the employee's control on the day specified in the notice, the Town and the Union shall deem the recall privilege of the employee as waived.
3. In the event the employee fails to notify the Personnel Officer or his designee of the employee's intent to report to work on the day specified in the recall notice, the recall privilege of the employee shall be considered waived.

#### **ARTICLE 9 - WORK FORCE CHANGES-PROMOTIONS**

1. The term "promotion" as used in this provision, means the advancement of an employee to a higher paying position that shall be governed by the following:
  - a. Whenever a permanent job or position opening occurs, prior to hiring or filling, a notice of such opening shall be posted on the bulletin board for five (5) working days. A permanent job or position is one which is regularly filled

from within the bargaining unit subject to Article 9, Section d.

- b. Employees who wish to apply for the open position or job may do so. The application shall be compiled in writing and shall be submitted to the Chief of the Fire Department.
- c. The Town shall fill the new position or vacant job after posting and seniority shall be a factor for selection in accordance with paragraph (d) of this Article.
- d. Factors for consideration in evaluations of eligibility for promotion shall be skill or ability to do the work; acceptability of work produced; and effectiveness in meeting and dealing with other employees, members of the public, subordinates, and superiors; cooperativeness; initiative, resourcefulness, dependability; punctuality; care of equipment; physical fitness; appropriate licenses; past performance; seniority; and conformity with the Town's Affirmative Action Plan, "Promotions and Transfers", Section 2-304 of the Affirmative Action Plan. In the event that the foregoing qualifications (except seniority) are satisfactory, seniority shall be the governing factor in determining eligibility for promotion.
- e. Physical fitness is defined as the capacity and ability to perform the required duties of the position.

#### **ARTICLE 10 - STRIKES, SLOWDOWNS, AND LOCKOUTS PROHIBITED**

1. The Union agrees that during the term of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any strikes, slow-downs, mass resignations, mass absenteeism, picketing, or other similar actions which would involve suspension of or interference with the work flow requirement of the Fire Department or other Town departments. In the event that union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the employer. The Town, in turn, agrees that there shall be not lock-out of employees who return to normal duties when instructed to do so by the employer and/or the Union.

#### **ARTICLE 11 - GRIEVANCE PROCEDURE**

1. For the purpose of this Agreement, a grievance is defined as any dispute as to the meaning or application of the specific terms of this Agreement. Such dispute must first be discussed by the employee with his superior or the Chief of the Fire Department. If the dispute is not resolved in this manner, the following steps shall apply. At any step, the Union may represent the employee.

- a. The Union and/or the aggrieved employee shall submit the grievance in writing to the Chief of the Fire Department within five (5) working days after the time such event became or should have become known to the employee, but in no event longer than fifteen (15) days after said occurrence.
- b. If the Union and/or aggrieved employee and the Chief of the Fire Department have not resolved the grievance within ten (10) working days after its written submission, the Chief of the Fire Department shall make written response and the Union and/or the employee shall submit the grievance in writing to the Town Manager within five (5) working days of the Fire Chief's response. The Town Manager, or his designee, shall render his written decision within ten (10) working days.
- c. In the event the decision of the Town Manager is not acceptable to the employee and/or Union, the Union may within ten (10) working days thereafter request assignment pursuant to the rules of the Maine Board of Arbitration and Conciliation.
- d. In all cases involving a grievance which is submitted to an Arbitrator, the Union and the individuals having the grievance shall be required to attend and present the grievance.
- e. The Arbitrator shall have no authority to add to, subtract from, or modify the collective bargaining agreement.
- f. The Arbitrator's decision shall be binding on all parties and his expenses shall be shared equally.
- g. The time limits of processing of grievances may be extended by written consent of the parties. Such time limits are the essence and not merely procedural.

## **ARTICLE 12 - REGULAR HOURS**

1. For payroll purposes, the payroll work week shall begin at 7:00 a.m. on Sunday and end at 7:00 a.m. the following Sunday.
2. For payroll purposes, the work day shall start at 7:00 a.m. and shall end at 7:00 a.m. the following day, a period of 24 hours.
3. The normal work week shall consist of one 24 hour shift on- then 24 hour shift off -then a 24 hour shift on- then five days off with an average of forty-two (42) hours per week over a consecutive eight (8) week period. The Deputy Chief and Swing positions' normal work week is Monday through Friday with an average of forty-two (42) hours per week over a consecutive



eight (8) week period. The Town retains the right to change the current schedule however the Town agrees they will consult and give the Union an opportunity to have an input into the decision to change the schedule.

### **ARTICLE 13 - HOLIDAYS**

1. The following days shall be recognized as paid holidays:

New Year's Day, President's Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, Martin Luther King Day, Three (3) Floating Holidays

2. In lieu of the aforementioned observed holidays, eligible employees shall be granted personal time off at the rate of thirteen (13) days per year, with said personal time days off to be granted subject to written request to the Chief of the Fire Department, or his designee, at least eight (8) hours before the commencement of the period to be taken. Said personal time off in no event will interfere with the work load of the Department. PTO days may be taken in one-half (1/2) day increments.

3. Personal time off days in lieu of Holidays shall be credited on the first day of January of each contract year, but will be considered earned on the actual date of the Holiday's occurrence. The personal time off days may be taken at any time during the contract year. However, if any employee leaves the service of the Town for any reason, unearned personal time off days which have been taken prior to the termination date of employment will be deducted from any severance pay due the employee. Floating holidays for employees with less than one (1) year service will be allowed as follows: one (1) for each four (4) months of full time employment.

### **ARTICLE 14 - VACATIONS**

1. All full-time permanent employees are entitled to earned vacation. Vacation week shall consist of vacation time off from 7:00 a.m. Monday to 7:00 a.m. Monday. The Deputy Chief may take vacation time one day at a time, based on a vacation day of 8.4 hours because he works five (5) days per week to accumulate his 42 hour workweek.

2. The vacation year shall run from January 1 to December 31, and vacation entitlement shall be determined as of the first day of the vacation year. Any full-time employee having less than one (1) year (12 months) continuous service during the prior calendar year, on January 1 shall be entitled to take vacation time during their first full vacation year as follows:

a. One (1) vacation day for each full month work, not to exceed two (2) calendar weeks or ten (10) working days, which may be taken one day at a time. (This

paragraph is intended for probationary employees' first vacation year.)

3. Beginning January 1 of the second (2 calendar year, employees will have two (2) weeks' vacation per year up to and including the employee's sixth (6 calendar year of continuous service.
4. Beginning January 1 of the seventh (7 calendar year, employees will have three (3) weeks' vacation per year, up to and including the employee's twelfth (12 calendar year of continuous service.
5. Beginning January 1 of the thirteenth (13calendar year, employees will have four (4) weeks' vacation per year up to and including the employee's nineteenth (19th) calendar year of continuous service.
6. Beginning January 1 of the twentieth (20 calendar year, employees will have five (5) weeks' vacation per year.
7. Beginning January 1 of the twenty-fourth year, employees will have six (6) weeks of vacation time after twenty-three (23) years of continuous service.
8. Requests for vacation leave will be made prior to April 15th of the calendar year. Choice of vacation periods shall be granted to employees on the basis of seniority. If it becomes necessary to limit the number of employees on vacation at any one time, employees shall be entitled to vacation preference on the basis of seniority by classification. On or before April 30th, a vacation schedule will be posted. Requests will be received after April 15th. However, requests submitted prior to April 15th shall take precedence. If the employee is unable to submit a vacation request prior to April 15th, he will be allowed vacation time as requested, provided, however, that a replacement may be obtained or he can be spared from the workforce. An employee shall not be unnecessarily denied vacation time to deal with emergency situations.
9. The number of persons to be off on vacation or personal time off days at one time will be at the discretion of the Chief, not to exceed two (2) in any twenty-four (24) hour period.
10. Employees will be allowed to carryover or "cash out" one week (42 Hours) of vacation time. At no time shall an employee have more than 42 hours of carryover time on the books. The "42 hour cash out" can be cashed in anytime in the year after it has been earned
11. In the event all employees on the seniority list should refuse the opportunity to work overtime to cover for vacation time, the overtime work will be assigned to the most junior full time employee on a rotating basis.

#### **ARTICLE 15 - SICK LEAVE**

1. Any employee contracting or incurring any non-service connected sickness or

disability, which renders such employee unable to perform each and every duty of his employment, shall receive sick leave with pay if accrued.

2. Sick leave shall be accrued at the rate of one (1) day per month, accumulative to not more than 120 days. For those who work 12 hour days, this would equate to twelve (12) hours per month; for the Deputy Fire Chief, who works 8.4 hour days, this would equate to 8.4 hours per month. No employee shall receive credit for sick leave unless he notifies his job foreman or supervisory as early as possible. Sick leave shall be earned by an employee, at the foregoing rate, in any month in which the employee is compensated for eighty-four (84) or more hours of actual work. Sick leave may be taken in increments of one-half (1/2) day at the discretion of the Chief Officer.

3. The Town may require an employee to present a doctor's statement certifying the employee's condition and the necessity of his absence from work due to sickness after first warning the employee that such a statement will be required if he is again absent due to sickness. Failure to present such a statement after warning to the employee shall result in non-payment of sick leave benefits. Such warning shall be effective for 90 days after issuance by Town and shall not be issued until after at least one such absence.

4. Employees shall be permitted, upon permission from the Chief of the Fire Department, to use up to and not exceeding 40 hours of sick leave per year, caring for sickness of spouse or minor children actively residing in employee's household. Said hours are chargeable against the employee's accrued sick leave.

5. When an employee leaves Town employment for any reason except dismissal for just cause with ten (10) or more years of service, he shall be entitled to receive an amount equal to his daily rate of pay for one-half (1/2) the number of days of unused sick leave which he had accumulated, provided the maximum payment shall not exceed an amount equal to the wages for sixty (60) days. For purposes of mustering out, a day shall be considered as twelve (12) hours of time. For mustering out purposes only, the Deputy Fire Chief will be paid out at the same 3.4 days/week calculation as the other union members, rather than being based on his current five (5) day/week schedule basis. This will have the intent of changing the basis of the calculation of his daily rate of pay to conform to the terms of this section, i.e., twelve (12) hours of paid time for each eligible day. (See Article 22, Section 9.)

6. If the employee has accumulated sick leave, benefits will be paid to the employee by the Town for the first five (5) consecutive working days. After the first five (5) consecutive working days, the Town will pay the employee the difference between the insurance payment and a forty-two (42) hour week at his or her rate of pay as long as the employee has accumulated sick leave. In the event that the insurance company delays benefits, the employee may request an advance up to \$150.00 per week.

7. Vacancies arising as a result of employees on sick leave or Workers Compensation shall be filled by regular full-time employees until either the sick leave or workers compensation claim of said employee is exhausted or the vacancy has lasted twenty

(20) calendar days, whichever comes first. The twenty-day (20) requirements of this section will be waived any time two or more employees are out for any reason. If a retired employee is rehired to help cover during such times, the retiree may be rehired up to Level 3 at his/her license level.

8. After two consecutive weeks of sickness, sick leave will not be paid when an employee is certified by his doctor to be capable of available work in the department.

9. Sick leave will accrue but not be paid until a permanent employee has completed six months of continuous service.

10. Any employee who takes no sick leave for 120 consecutive days shall be credited one (1) P.T.O. day per year.

11. Family Medical Leave. The Town of Millinocket recognizes the rolling year as the 12 month period as it relates to Family Medical leave. For example, if the first day of Family Medical Leave utilized is March 15th, the employee has twelve weeks of FMLA available until March 16th of the following calendar year. The acceptable accrued benefit time, if available, shall be used in conjunction with any Family Medical Leave utilized. This policy is explained in full detail in an Appendix in the Town's Personnel Policy.

12. After being out on Medical Leave for twenty-four (24) months, if an employee is deemed by his/her physician to be unable to return to active employment, that employee shall be terminated. Prior to the twenty-four month period, the Employer shall meet with the employee and review with him/her their options and assist with resources where possible. An employee that returns to work from Sick leave must work at least six (6) months before they will be granted another twenty-four (24) month of Sick Leave for the same injury.

13. The parties acknowledge the sick leave time (Article 15 ) is in accordance with the Earned paid leave law. The Earned paid Leave Law is not an additional leave over and above any other paid leave time available to an employee under this contract as long as the employee has at least 40 hours of accrued time. An employee will use leave time pursuant to Articles 15 with the following exception, the first 40 hours may be used in one hour increments, and in accordance with Earned Paid Leave Law (Maine M.R.S.A Title 26 Chapter 7 Subchapter 2 §637)

Once the earned paid leave time is exhausted, the employee's requests for time off, will be in accordance with Article 15

Employees may donate sick time to members who exhaust all other benefits.

## **ARTICLE 16 - CALL TIME**

1. Any employee called to work outside of his/her regularly scheduled shift, for fire or ambulance, shall be paid for a minimum of four (4) hours at 1.5 times that employee's

regular rate of pay.

2. Failure to report to work in response to a personal contact call-in may constitute just cause" for action under the "Discipline and Discharge Article" of this Agreement.
3. Employees on "Call Status" must remain within the corporate limits of the Town of Millinocket.
4. When back-up call status is necessary between the hours of midnight to 8:00 a.m., no radio is required. From the hours of 8:00 a.m. to midnight, the employee will pick up a radio within 15 minutes of call status.

### **ARTICLE 17 - DISCIPLINE AND DISCHARGE**

1. Discipline, including discharge, may be imposed by the Town for any action by employees which reflects discredit upon the Fire Department; hinders the effective performance of the functions of the Department or the Town in general, violates any law, ordinance of the Town, or statute of the State of Maine; or otherwise constitutes just cause. In addition to, but not in limitation of, the foregoing, the following also constitute just cause for discipline, including discharge:

- a. Partaking or possession of intoxicating beverages, intoxication, use of possession of narcotics including marijuana while on duty;
- b. Offensive conduct, disrespectful acts, or language toward the public or toward Town Officers or employees;
- c. Insubordination;
- d. Incompetence to perform the duties of his position;
- e. Negligence in the care and handling of Town property;
- f. Violation of any departmental regulation, including but not limited to, the Chief's standing orders.
- g. Inducement or attempted inducement of any officer or employee of the Town service to commit an illegal act or to act in violation of any departmental or official regulation or order;
- h. Solicitation or receipt from any person, or participation in, any fee, gift, or other valuable thing that is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons;
- i. Use or attempted use of political influence or bribery to secure an advantage in

an examination or promotion, or in settling a grievance.

j. Absence from duty without leave contrary to the provisions of this Agreement, unexcused failure to report at beginning of or remaining on shift, tardiness, falsifying sickness or any other cause of absence;

k. Violation, inducement, or attempted inducement of any officer or employee in the Town's service to violate the Equal Employment Opportunity Plan of the Town of Millinocket.

l. Possession, display, or use of explosives, firearms, or other dangerous weapons while on duty or in the Fire Station, except with prior approval of the Chief Officer.

2. Violation of the provisions of this section shall be punishable by oral or written reprimand, suspension, demotion, reduction in pay, reclassification, involuntary leave of absence, and/or discharge, but not necessarily in the order stated.

3. If a vehicle operator loses his license to drive for any reason, he will be demoted to a lower classification if there is a declared vacancy. In the event that there is no lower vacancy, he will be laid off.

4. If an employee loses his driver's license for any reason while on the job, employment will be terminated.

5. A conviction causing a second loss of driver's license to a firefighter will be grounds for disciplinary action.

## **ARTICLE 18 - PROTECTION CLOTHING AND UNIFORMS**

1. If an employee is required to wear protection clothing and uniforms or any type of protective device as a condition of employment, such protection clothing or protective device shall be furnished to the employee by the employer. The cost of maintaining the protective clothing in proper working condition shall be paid by the employer.

2. Each employee shall be paid the following amounts for laundering and cleaning uniforms:

a. Effective July 1, 2018 - Per year \$750 to be paid \$187.50 per quarter

b. Effective July 1, 2019 - Per year \$800 to be paid \$200.00 per quarter

3. Employees must work at least two weeks in any quarter (excluding Vacation Time) in order to be eligible for the laundering and cleaning allowance.

### **ARTICLE 19 - WAGES-OVERTIME**

1. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Exhibit A. The attached wage schedules shall be considered a part of this Agreement.
2. "Hours worked" is defined as those hours the employees render personal services to the Town while on regular duty and on holidays which fall within the regular work week from Monday to Friday. Vacation time, holidays observed on Saturday or Sunday, approved sick leave, bereavement leave, military leave, jury duty, and Workers' Compensation leave shall be considered only for pension and other benefits under this Agreement
3. All employees covered by this Agreement shall receive one and one-half (1 1/2) times their regular hourly rate of pay for all "hours worked" in excess of the normal work week.
4. Distribution of overtime shall be equalized over each six (6) month period beginning on the effective date of this Agreement. Bargaining unit employees shall have first refusal for all ambulance calls or fire calls prior to any non- bargaining unit employee being called.
5. The employee may request compensatory time (Comp Time) in lieu of overtime and based on the same rate as overtime. The employee shall be granted 60 hours of comp time per year. The employee must use the comp time by June 30<sup>th</sup> of each year. Unused comp time shall be paid to the employee.

### **ARTICLE 20 - PHYSICAL EXAM**

1. The Town, through its Chief of the Fire Department or Town Manager, may, with reasonable cause, request a physical examination by a physician of the town's choice of any employee at the Town's expense. Should the employee refuse such an examination when requested, he may summarily be suspended without pay until the physical examination is completed. A report of the results of such an examination shall be made to the Chief of the Fire Department and the Town Manager and same shall become part of the employee's personnel record.

### **ARTICLE 20-A - PHYSICAL EXAM-ANNUAL**

1. The Town may request annual physicals. All members of this unit agree to take the annual physical when requested by the Town. The Town will bear the cost of the physical exam. Should the employee refuse such an examination when requested, he may summarily be suspended without pay until the physical examination is completed.

A report of the results of such an examination shall be made to the Department Head and the Town Manager and same shall become a part of the employee's personnel record.

**ARTICLE 21 - MEDICAL LEAVE OF ABSENCE**

1. Upon application of an employee who has exhausted his paid sick leave time, a leave of absence without pay may be granted at the discretion of the Town Manager for a period of disability, in thirty (30) day increments. The Town will require that the employee submit a certificate from the attending physician certifying the need for continued leave, at the employee's cost. Said application must be received by the Town Manager or his designee no later than ten (10) days prior to the time that paid sick leave is exhausted in order to provide adequate time for review and consideration the Town Manager.

**ARTICLE 21-A - LEAVE OF ABSENCE**

1. At the sole discretion of the Fire Chief or his designee, an employee may be granted up to one (1) day without pay depending on the employee's needs and requirements.

2. An employee desiring a leave of absence without pay shall request in writing and secure written permission from the Town Manager with the recommendation of the Fire Chief. The maximum leave of absence shall be for ten (10) working days and may be extended for like periods or less. Requests and permission for extensions must be in writing. During the period of absence, the employee shall not engage in gainful employment except with written permission from the Town Manager. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved and may be considered just cause for disciplinary action, including termination.

**ARTICLE 22 - INSURANCE, WORKERS' COMPENSATION, SOCIAL SECURITY, AND RETIREMENT**

1. The Town shall carry group health insurance provided through the Maine Municipal Association Health Trust and the plan name shall be the **POS C Plan**. The Town will pay 100% of the cost for covering the employee and 75% of the cost for children and family coverage. This co-payment shall apply to the Point of Service (POS) plan. If health insurance costs increase by 10% or more in any year of the contract, the contract will be reopened to discuss this issue only-

2. The Town shall provide Workers' Compensation coverage for its employees.

3. The Town agrees to continue participation in the Social Security Program (FICA).



4. The Town agrees to continue participation in the Maine State Retirement Program at the 1978 level.

5. The Town currently provides group life insurance and a weekly indemnity policy to partially fund sickness benefits.

6. In the event an employee becomes disabled from a service connected injury and eligible for Workers' Compensation benefits, the employee may, at his option, request sick leave pay, if accrued until commencement of compensation payments. Upon receipt of such Workers' Compensation benefits, the employee shall refund the Town for sick leave benefits used, in full, and such benefits will thereupon be restored.

7. The employee must provide a report from the Doctor that indicates the nature of the injury and the approximate date when the employee can return to work. Said report must accompany all requests for sick leave advances used in conjunction with Workers' Compensation.

8. The Town, at its discretion, may elect any carrier for Health and Accident Plans so long as the levels of most benefits are equal or better than those in force as of 12/31/83.

#### **ARTICLE 22-A - WELL-BEING BENEFIT**

1. The Town will provide a "Well-Being" benefit to encourage employees to remain physically fit and help to reduce on-the-job injuries. The Town will pay 50%, up to a maximum of \$200.00 per year, toward the cost of such a program, which will be chosen by the employee. This benefit will take effect on January 1, 2006 and use the calendar year as the benefit year.

#### **ARTICLE 23 - ITEMS LOST, DAMAGED OR DESTROYED**

1. The Town agrees that, during the period of operation of this Agreement, it will reimburse all eligible employees for eye glasses, dentures, rings, or watches lost, damaged, or destroyed while said employee is actually engaged in firefighting or ambulance activities and as verified to and approved by the Fire Chief. All claims must be submitted to the Fire Chief within 24 hours of the occurrence except that a 24 hour leeway may be granted by the Fire Chief if an employee requests and verifies the need for an extension.

#### **ARTICLE 24 - PROBATION PERIOD**

1. All appointments shall initially be made for a probationary period of six (6) months. Vacation, PTO, and sick leave will not accrue until sixty (60) days employment have

been completed; then accrual will be retroactive to the employee's last date of hire. All appointees heretofore or hereafter retained in service after the completion of such probation shall be deemed permanent employees. Probationary employees shall be subject to the provisions of this agreement, except that the Town shall have the absolute right to terminate such employees without notice and without compliance with the terms of this Agreement, within six (6) months from the commencement of the probationary period. An extension of the period, by agreement of the Union and the Town, may be granted for a period not to exceed six (6) additional months.

#### **ARTICLE 24-A - COPIES OF CONTRACT**

1. The Town will provide copies and materials to print copies of the contract for the employees.
2. The Union will provide necessary personnel services to run the copier and collate the pages of the contract.

#### **ARTICLE 25 - MILITARY LEAVE**

1. Any permanent employee in a full-time position, who is a member of the National Guard or any branch of the Armed Forces of the United States and is required to undergo field training, shall be allowed a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one (1) year. The amount of this compensation shall be the difference between his total military pay and his regular salary as an employee of The Town. If his compensation by the military is equal to or greater than his regular Town salary, no additional Town payment will be made.
2. All employees who shall take military leave in accordance with this Article shall notify the Chief of the Fire Department personally in advance of the date or dates of their required field training.

#### **ARTICLE 26 - BEREAVEMENT**

1. Three (3) working days, with pay, shall be allowed in the event of death in the immediate family of an employee of the Department. Immediate family shall mean father, mother, father-in-law, mother-in-law, sister, brother, husband, wife, child, step-parents, step-children, and grandparents. It is understood between the parties hereto that no additional bereavement leave shall be granted for a death occurring during regular scheduled days off, although one day of bereavement leave may be deferred in cases of delayed burials.

#### **ARTICLE 27 - JURY DUTY**

1. Any permanent employee in a full-time position shall be granted a leave of absence with pay any day they are required to report for jury duty or jury service.

2. Such employee shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service, provided jury duty compensation is less.

3. Such employees reporting for jury duty but dismissed in the morning will report for work at 1:00 p.m. for the afternoon shift.

4. Any employee called to attend (work related) off duty court appearance outside of his regularly scheduled shift shall be paid for a minimum of three (3) hours work at his/her current rate of pay, equivalent of his/her effective "overtime hourly rate", less all amounts paid by the State of Maine and /or the Maine Court System for each appearance.

### **ARTICLE 28 - SAVINGS CLAUSE**

1. If any provision of this Agreement shall be contrary to any existing laws or Town Ordinances, such invalidity shall not affect the validity of the remaining provisions.

### **ARTICLE 29 - AMBULANCE ATTENDANT TRAINING**

1. All employees hired after 1/1/1981 must successfully pass an approved EMT course and be licensed at the basic EMT level by the State of Maine within 12 months of their date of hire and must maintain their basic EMT license as a condition of continued employment. If such employee is enrolled in a basic EMT course within 12 months of his last date of hire, the employee will be granted one (1) extension of time to complete the course and to take and pass the recertification and/or licensing examination.

2. Any employee not successfully becoming licensed shall not be assigned to ambulance duty. Any employee who refuses training is subject to his employment being terminated.

3. Employees covered by this Agreement who receive Emergency Medical Technician re- certification training shall have their wages, training costs, and necessary expenses paid for by the Town. Subject to the availability of funds and approval by the Fire Chief, the Town will reimburse the EMT's for tuition, books, and transportation reimbursement not to exceed \$250 to pursue and obtain Intermediate or Paramedic levels obtained on or after July 1, 2008. The Town will reimburse program expenses upon proof of completion and a passing grade. Should the EMT fail to obtain the applicable certification, the EMT will reimburse the Town for the program expenses incurred on the EMT's behalf.

### **ARTICLE 29-A - FIREFIGHTERS TRAINING**

1. Unless excused from scheduled training, all employees must attend scheduled

training. Unexcused absences will be disciplined according to the provisions and or process of Section 2 of Article 17.

2. Subject to the availability of funds and approval by the Fire Chief, the Town will reimburse the firefighters for tuition, books, and transportation reimbursement not to exceed \$250 to pursue Firefighter 1 or Firefighter 2 status, obtained on or after July 1, 2008. The Town will reimburse program expenses upon proof of completion and a passing grade. Should the firefighter fail to obtain the applicable certification, the firefighter will reimburse the Town for the program expenses incurred on the firefighter's behalf.

**ARTICLE 29B Trainer Compensation**

1. The trainer shall be paid for all hours training employees. This shall include 1 hour before the training for set up and 2 hours at the close of the training, if the trainer is not already on shift.

**ARTICLE 30 - TERMINATION**

1. This Agreement and all its provisions shall be effective as of July 1, 2024. The execution date of this Agreement shall be the date that the Town and the Union accept its terms and authorize the contract to be signed. The termination date shall be June 30, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than January 15<sup>th</sup>, 2027. This Agreement shall remain in full force and effect during the period of negotiations, unless either party shall give written notice to the other that they desire to terminate this Agreement, such written notice shall be given by either party within thirty (30) days of the termination date.

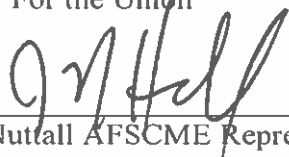
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 1 day of July 2024.

Signed:

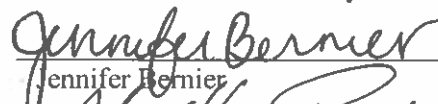
For the Town of Millinocket

  
Peter Jamieson


For the Union

  
John Nuttall AFSCME Representative

Town Manager

  
\_\_\_\_\_

Jennifer Bernier

  
\_\_\_\_\_

Matthew Farrington

  
\_\_\_\_\_

Katie Cullen

EXHIBIT A

PAY SCALE

MILLINOCKET FIRE DEPARTMENT  
WAGE SCALE

July 1, 2024 to June 30, 2027

7/1/2024	Basic	Intermediate	Paramedic
1	\$21.21	\$22.42	\$23.18
2	\$21.75	\$22.98	\$23.75
3	\$22.67	\$24.09	\$24.92
4	\$23.24	\$24.72	\$25.56
5	\$23.83	\$25.35	\$26.08

Deputy  
Chief \$28.59

7/1/2025	Basic	Intermediate	Paramedic
1	\$21.85	\$23.09	\$23.87
2	\$22.40	\$23.66	\$24.47
3	\$23.35	\$24.81	\$25.67
4	\$23.94	\$25.46	\$26.33
5	\$24.55	\$26.11	\$26.86

Deputy  
Chief \$29.44

7/1/2026	Basic	Intermediate	Paramedic
1	\$22.50	\$23.78	\$24.59
2	\$23.07	\$24.37	\$25.20
3	\$24.05	\$25.56	\$26.44
4	\$24.66	\$26.22	\$27.12
5	\$25.28	\$26.90	\$27.67

Deputy  
Chief \$30.33

NOTES:

1. The Second Assistant Chief will receive an annual stipend of \$500.00 payable in quarterly installments. In the first year, the stipend will be prorated to the time of initial appointment.
2. The Town shall reserve the right to hire new employees within the first three (3) levels of pay scale, based on the experience, certification levels(s) and other qualifications of the applicant.
3. On the Employee's anniversary date they shall advance one step on pay level.