

**Agreement**  
**Town of York**  
**and**  
**York Fire Fighters Association**  
**Local 3622**  
**AFL-CIO-CLC**

**July 1, 2019 - June 30, 2022**

York Firefighters Association – Local 3622  
Table of Contents

Article		Page
1	Recognition	1
2	Bereavement Leave	1
3	Bulletin Board	1
4	Call Back Pay	2
5	Dues Deductions	2
6	Employee Rights	2
7	Exchange/Trading Time	2
8	Grievance Procedure	3
9	Health Insurance	4
10	Holidays	5
11	Injuries	5
12	Performing Union Duties	6
13	Jury Duty	6
14	Layoff & Recall	6
15	Management Rights	7
16	Licenses	7
17	Overtime	8
18	Pension	9
19	Seniority	10
20	Savings Clause	10
21	Sick Leave	10
22	Clothing Allowance	11
23	Vacations	11
24	Wages	12
25	Appendices and Amendments	12
26	Duration	12
27	Physical Wellness	13
28	Training	15
29	Accident and Health Insurance	15
30	Chain of Command	15
31	Smoking/Tobacco Policy	15
32	American with Disabilities Act	16
33	Family Medical Leave Act	16
34	Recruitment and Promotion	16
35	Classification Description	16
36	Probationary Period	16
37	Academic Reimbursement	17
38	Labor Management	17
39	Hours Worked	17
	Signature Page	18
	Appendix A – Wages	19
	Appendix B – Firefighter Medical & Fitness Certification	21

	Appendix C - Physical Assessment	22
--	----------------------------------	----

## **AGREEMENT**

This Agreement is made and entered into by and between the TOWN OF YORK, (hereinafter referred to as the "TOWN"), and the YORK FIRE FIGHTERS ASSOCIATION, LOCAL 3622, affiliated with the PROFESSIONAL FIRE FIGHTERS OF MAINE, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC (hereinafter referred to as the "UNION").

### **ARTICLE 1 - RECOGNITION**

A. Pursuant to the Provisions of the Municipal Public Employees Labor Relations Act, (Title 26 M.R.S.A. Chapter 9A as amended), the Town recognizes the Union as the bargaining agent for all regular paid employees of the York Fire Department as defined by the Maine Labor Relations Board letter dated November 14, 1994, for the purpose of entering into an agreement relative to wages, hours, working conditions, and grievance arbitration procedures. Positions within the Fire Department that are excluded from the bargaining unit are on-call/volunteers, volunteer chiefs, and future full-time chiefs and assistant chiefs as defined by the Maine Labor Relations Board letter dated November 14, 1994.

B. All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

### **ARTICLE 2 - BEREAVEMENT LEAVE**

A. An employee shall be excused from work without loss of pay for up to two (2) days because of a death in the immediate family. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Days off shall be taken within three (3) calendar days of the death unless otherwise approved by the Town Manager. Immediate family is defined as spouse, parents, children, siblings, grandparents, grandchildren, step parent, step child, and other persons residing in the employee's household. The Town Manager may allow the use of sick leave time for additional days if so needed because of other circumstances.

### **ARTICLE 3 - BULLETIN BOARDS**

A. The Town shall provide space on the Fire Department bulletin boards for use by the Union for official Union business of a non-derogatory nature. The space provided for the bulletin boards shall be a location mutually agreed upon by the Union and the Fire Chief.

#### **ARTICLE 4 - CALL BACK PAY**

A. Employees called back to work for incidents, events, or coverage at the request of the Chief or his/her designee which are not annexed consecutively to one end or the other of the work shift shall receive a minimum of one (1) hour pay at the regular pay rate, except in those situations where overtime pay is required pursuant to the Fair Labor Standards Act.

#### **ARTICLE 5 - DUES DEDUCTIONS**

A. The Town agrees to deduct regular weekly union dues upon receipt of signed authorization form from an employee (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 for dues. All such forms shall be supplied by the Union and be satisfactory to the Town. The Town shall forward all such dues so collected to the Treasurer by the 10th of each month succeeding the month in which the deductions are made. The Town shall cease to make deductions upon the employee's termination or upon revocation of the authorization by the employee.

B. The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of proceedings or liability that may arise out of, or by reason of, any action taken or not taken by the Town for the purpose of complying with Section A.

#### **ARTICLE 6 - EMPLOYEE RIGHTS**

A. After completion of the probationary period, no member of the bargaining unit shall be suspended or discharged without just cause. An employee may appeal a decision pertaining to a suspension or discharge by utilizing the grievance procedure including binding arbitration pursuant to the procedures contained in Article 8.

B. Employees who terminate employment with the Town of York prior to the ratification of the contract are not subject to retro pay or any other benefits of the contract if approved after termination.

#### **ARTICLE 7 - EXCHANGE/TRADING TIME**

A. Fire fighters may be permitted, with the written approval of the Town Manager or designee, to substitute for one another on tours of duty (or some part

thereof) in order to permit an employee to absent himself from work. Permission for such substitutions shall be the sole prerogative of the Town Manager or designee.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

A. A grievance shall be considered to be an alleged violation as to meaning and application of the specific terms of this Agreement.

B. The bargaining unit member shall submit any grievance within thirty (30) calendar days of occurrence or knowledge thereof in writing to the Town Manager. Any grievance or appeal not submitted within the time limits mentioned above will be considered waived. The grievance shall contain a statement as to the nature of the allegation, the requested remedy, and the specific provisions violated along with any available documentation. The grievance shall be signed and dated.

C. The Town Manager or his designee shall, within fifteen (15) days after receipt of the grievance, offer to meet with the employee and a representative of the Union for the purpose of resolving the dispute. The Town Manager shall submit his decision in writing to the aggrieved party not later than fifteen (15) days from the date the hearing occurred.

D. Any grievance which has been properly processed through the grievance procedure set forth above and has not been settled at the conclusion thereof may be appealed to arbitration within fifteen (15) days from the date of the written decision of the Town Manager.

E. In the event a grievance is appealed to arbitration as provided in the foregoing section, the parties may, within ten (10) days of the notice of appeal to arbitration, mutually agree upon a single neutral arbitrator or agree to utilize the services of the Maine Board of Arbitration and Conciliation. In the absence of mutual agreement, the Union shall within five (5) days submit a written demand for grievance arbitration with the American Arbitration Association. The arbitration shall be in accordance with the Rules and Regulations of the chosen Board or Association.

F. The arbitrator(s) shall be requested to issue a decision within thirty (30) days after the hearing and argument has been declared closed. The arbitration decision shall be final and binding upon the parties, subject to appeal as provided by law. The arbitrator shall have no authority to add to, subtract from or modify this collective bargaining agreement.

G. The expenses of the arbitrator shall be shared equally by the Town and the Union.

H. Time limits may be extended by mutual written agreement.

## ARTICLE 9 - HEALTH INSURANCE

A. The Town shall provide through the Maine Municipal Employees Health Trust (MMEHT) its comprehensive health care program. The Town will provide up to full family subscriber coverage. Employees may choose either the Point of Service (POS) C or POS 200 plan. For employees who elect the POS-C plan, the Town shall pay eighty (80%) percent of the subscriber cost and the employee shall pay twenty (20%) percent. For employees who elect the POS 200 plan, the Town shall pay three hundred dollars (\$300.00) greater than eighty-five (85%) percent of the subscriber cost and the employee shall pay fifteen (15%) percent, less three hundred dollars (\$300.00).

Effective January 1, 2018, the Town shall offer through the Maine Municipal Employees Health Trust (MMEHT) its comprehensive Point of Service (POS) - C, POS-200 and PPO-500 plans. The Town will contribute an amount equal to (87.5%) percent of the POS200 premium irrespective of plan selection with the member paying the applicable balance of said plan.

B. Any employee contribution towards the monthly health insurance premium shall be done on a pretax basis.

A. The Town shall maintain a section 125 (cafeteria or flexible benefits plan) for the purpose of providing health insurance and related benefits described in this Article, and all such benefits shall be provided pursuant to that plan. For employees enrolled in the MMEHT POS C plan or declining the Town provided medical insurance, the Town will contribute \$400 annually to the section 125 plan for each employee. For employees enrolled in the MMEHT POS 200 plan, the Town will contribute \$500 annually to the section 125 plan for each employee. Effective January 1, 2018, the Town will contribute \$500 annually to the section 125 plan for each employee.

D. Payment in lieu: A Firefighter may choose to obtain health insurance through an alternative source (ex. Spouse or Parent). If both the spouse and employee are covered by the Town of York's health insurance plan the Town will reserve the right to manage plan coverage in the manner most cost effective for the Town. Fire Fighters who do not receive health insurance through the Town of York will be paid 25% of the premium, less the basic life insurance premium, of the coverage that they would otherwise be eligible for. This payment will be made on a fiscal year basis in two installments, the first in December and the second in June for each of the previous six months. To be eligible for this benefit the recipient must show proof, satisfactory to the Town, that they have health insurance from another source. This health insurance must be substantially equal to the policy that would otherwise be offered by the Town.

E. The Town shall adopt a section 125 (cafeteria or flexible benefits plan) for the purpose of providing health insurance and related benefits described in this Article, and all such benefits shall be provided pursuant to that plan.

F. Retirement Health Savings Plan - The Town will provide employees the opportunity to participate in a Retirement Health Savings Plan.

### **ARTICLE 10 - HOLIDAYS**

A. The following days shall be recognized as legal holidays and shall be observed on the actual holiday observed nationally:

New Year's Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
Washington's Birthday (Presidents Day)	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve*
Christmas	

\*Employees working Christmas Eve will be provided 12 hours (1/2 day) holiday pay when granted to other Town Employees

B. Employees shall be compensated at the rate of twenty-four (24) hours' pay if they work the majority of the hours of their shift on the holiday and twelve (12) hours otherwise for all holidays, in addition to regular weekly wages.

### **ARTICLE 11 - INJURIES**

A. Employees of the Fire department who are injured while on duty shall receive Workers' Compensation benefits pursuant to Maine law.

B. An employee may elect to use his accumulated sick leave in addition to any Workers' Compensation received to bring him up to full net pay.

C. The Town reserves the right to implement and make available a Return to Work Program for those ill or injured employees whose condition substantially limits their capacity to perform the essential functions of their job, and to educate employees about the purpose of this program.

D. An ill or injured employee may return to work or enter the Return to Work Program only after the Town's physician has determined that the employee is

able to perform safely the essential functions of the job in question, either with or without a reasonable accommodation, provided that no undue hardship on the Town would result. The employee shall have the right to have his or her attending physician make a determination as to the employee's ability to perform the job as well. Should the two physicians disagree, they shall select an impartial physician who shall make a further examination. The decision of the impartial physician shall be final and binding upon the parties. The cost of the impartial physician shall be borne equally by the parties.

E. After a period of six (6) consecutive months of absence from his regular employment position an employee shall not earn holidays, vacation days, or sick leave. Insurance benefits shall be continued during this period until such time as the employee's accumulated paid leaves become exhausted, thereafter the employee may continue to participate at his expense.

#### **ARTICLE 12 - PERFORMING UNION DUTIES**

A. Union officials may be permitted, with the prior written approval of the Town Manager, to conduct Union business from the fire station, provided that such business does not interfere with the operations of the department.

#### **ARTICLE 13 - JURY DUTY**

A. An employee on jury duty shall receive his regular allotted pay and turn over to the Town the funds received for jury duty, minus travel allowances allotted by the court system.

B. It is understood that if an employee is dismissed from jury duty, he is to return to work for the remainder of the day in order to receive pay benefits.

#### **ARTICLE 14 - LAYOFF & RECALL**

A. In the event the Town determines it is necessary to lay off personnel in the Fire Department, employees shall be laid off according to seniority and qualifications. Seniority shall be the determining factor except when a more junior bargaining unit member has significantly greater qualifications than the next senior bargaining unit member. In such circumstance, the junior employee may be retained and the next senior employee laid off.

B. The affected employee shall be provided a thirty (30) calendar day written notice of layoff.

C. Notwithstanding the grievance filing requirements contained in Article 8, the affected employee, with the consent of the Union, may file a written appeal within five (5) calendar days to the Town Manager requesting an expedited grievance arbitration hearing before an arbitrator provided by the Maine Labor Relations Board that is mutually agreed upon by the Town and the union. To the extent possible, the arbitration hearing and written decision shall be conducted and issued prior to the expiration date of the thirty (30) calendar day layoff notice. In the event that the Town and the Union are unable to reach a mutual agreement on an arbitrator, the expedited grievance arbitration rules and procedures of the American Arbitration Association shall be utilized. These time limits may be extended by mutual written agreement between the Town and the Union.

D. After such layoff, employees shall be recalled by inverse order of layoff. The recall period shall be twenty-four (24) months from the effective date of the layoff. Notice of recall shall be sent by certified mail, return receipt requested, to the last known mailing address of the laid off employee. It shall be the responsibility of the employee to provide the Town Manager with the employee's current mailing address. The employee shall have fourteen (14) calendar days from the first attempt by the post office to deliver the certified letter to inform the Town Manager in writing of his intent to accept the recall. The employee must return to work within thirty (30) calendar days from the date of the recall notice. In addition, for twenty-four (24) months after such layoff, no new regular paid employee shall be hired by the Town for employment in the department until all previously laid off employees have been given a written notice of recall.

#### **ARTICLE 15 - MANAGEMENT RIGHTS**

A. Except as otherwise clearly and expressly limited by a specific term of this Agreement, the Town has and retains all of its rights, powers, authority, discretion and prerogatives and the sole and exclusive right to manage and direct its operations and its employees. The Town's failure to exercise any function in a particular way shall not be deemed a waiver of its right of such function or preclude the Board from exercising the same in some other way not in conflict with the express provisions of this Agreement.

#### **ARTICLE 16 - LICENSES**

A. As a condition of employment, all members of the bargaining unit must hold and maintain a Basic license as an Emergency Medical Technician. In the event the initial License is obtained after the hire date of the employee, the Town shall pay the actual cost of the course and any re-certification.

All employees hired after July 1, 2013 must have a minimum of an Advanced-EMT (AEMT) License. All current employees hired prior to July 1, 2013 will be exempt from this requirement.

#### **ARTICLE 17 - OVERTIME**

A. If available, the Town shall guarantee seventy (70) work shifts of overtime for members of the bargaining unit on an annual basis commencing July 1 of each year. Thirty-five (35) of the guaranteed work shifts shall be designated for members of the bargaining unit assigned to the York Beach Fire Station and thirty-five (35) of the guaranteed work shifts shall be designated for members of the bargaining unit assigned to the York Village Fire Station. In the event that overtime opportunities exceed these guaranteed overtime shifts, the Fire Chiefs shall have the discretion to fill such extra overtime shifts with qualified reserve or volunteers. For the purpose of this article, qualified reserves or volunteers shall mean a person designated by the Town who meets the qualifications required for a full time firefighter.

The Town may immediately fill vacancies with a qualified replacement, as defined above, the result of a unit member's absence from work due to personal illness, injury or other qualified leave of absence if the leave can reasonably be expected to last three (3) or more months. The Town reserves the right to fill the vacancy on a per shift basis or assign a qualified replacement to the shift for the duration of the leave.

Members of the bargaining unit will not work more than forty-eight (48) scheduled hours or more than six (6) consecutive, forty-eight (48) hour, shifts in any "rolling" 21-day period. This scheduling restriction will not otherwise prohibit the department Chief from scheduling work related to, or the result of, natural disasters or other significant unforeseen events.

Members will be qualified at both fire stations upon mutual interest and agreement between the respective department Fire Chief and individual unit member. Requests by members to be cross-trained will be evaluated based on the department need and the budgetary implications of completing the required training. In the event interest in cross training is indicated by multiple members, preference will be given to the member requiring the least amount of apparatus training to bring them into compliance with the department's vehicle training program. Cross training on equipment will be scheduled in advance by the Fire Chief and performed by the full time firefighters subject to review & approval by the Fire Chief to be consistent with Bureau of Labor Standards requirements for training.

B. Overtime assignments within the respective fire stations (York Beach and York Village) shall be done on a rotation basis, initially being assigned to the most senior fire fighter for each building. Subsequent overtime assignments shall be made from the seniority list on a rotating basis. Seniority shall be determined by the established seniority list. For the purpose of the rotation list, refusal or non-availability except due to working the fire fighter's regular assigned tour of duty shall be deemed the same as acceptance for the selection process. If no member of the bargaining unit accepts the overtime assignment, then the Town may elect to fill the assignment with a qualified reserve or volunteer. If no volunteer is available, then the most junior employee must perform the overtime assignment. In such instances, the filling of the overtime assignment shall not be deducted for the guaranteed overtime assignments contained in Section A. Fire fighters are eligible for overtime in both stations.

C. Any overtime hours ordinarily appended to the employee's normal work week shall be in addition to the above guaranteed overtime hours.

D. For the purposes of calculating overtime, hours worked shall include vacation leave, holiday pay and worked related injury pay. It shall not include sick leave, bereavement leave, or reserve service leave.

#### **ARTICLE 18 - PENSION**

A. The Town's share of the Maine Public Employees Retirement System will be Maine PERS employee contribution deducted through payroll deductions.

B. All full-time employees hired before July 1, 2016, not participating in the Maine PERS plan offered by the Town, will receive a contribution equal to 7.5% of the employee's wages toward an I.C.M.A. defined contribution program. For employees hired on, or after, July 1, 2016 the Town agrees to match employee contributions 2-to-1, up to a maximum employer contributions of 6%, to a I.C.M.A. defined contribution program.

C. All full-time employees participating in the Maine PERS Program offered by the Town who wish to participate in the I.C.M.A. program may do so at their own expense through payroll deduction.

D. Any approved Town contribution would not include outside duty pay in calculating yearly earnings.

E. The Maine PERS retirement plan is defined as plan 2C (1/2 pay, 25 years of service, no age) for all future service only, effective July 1, 2005 as adopted by the Board of Selectmen on August 17, 2004.

## **ARTICLE 19 - SENIORITY**

- A. The Town shall establish a seniority list. The list shall be verified on the first day of July of each year and posted for a minimum period of thirty (30) calendar days in each station. A copy of the list shall be given to the Union Steward on request. Disagreements with the seniority list may be grieved.
- B. Seniority shall be established as of the last date of permanent full-time hire, within the unit, and shall not include any previous employment with the Town.
- C. Employees shall serve a one (1) year probationary period after initial hire. All benefits of this Agreement, unless expressly excluded, shall be applicable to these employees.

## **ARTICLE 20 - SAVINGS CLAUSE**

- A. If any provision of this Agreement shall be contrary to any law of the United States or the State of Maine, that provision shall be deemed invalid and such invalidity shall not affect the validity of the remaining provisions.

## **ARTICLE 21 - SICK LEAVE**

- A. Sick days are to be used only for illness or injury which prevents an employee from performing his assigned duties or other responsibilities within the Town. Sick leave shall accrue at the rate of one (1) twelve hour day per month, with a maximum accrual of ninety (90) twenty-four (24) hour days.
- B. After two (2) consecutive sick days, the fire fighter must provide written verification from a physician as to the nature of the illness or disability that caused the absence, if requested by the Town Manager. The cost of the requested medical verification shall be borne by the Town. Failure to provide such verification may result in discipline, including loss of pay.
- C. After the 90 days are accumulated, a fire fighter will be paid at the end of each contract year for fifty percent (50%) of unused sick days over the 90 days, except in no case shall the number of days reimbursed exceed three (3) days. The remaining fifty percent (50%) of unused sick days may be used for sick leave only and not for reimbursement purposes.
- D. Sick leave may be used for attendance upon members of the immediate family or members of the household up to four (4) days per year where the nature of the illness requires the employee to provide care for the family

member. Additional time may be granted with the approval of the Town Manager.

E. Medical or dental appointments will be charged to sick leave on a prorated basis.

F. Sick leave shall be charged by the number of hours used.

G. Upon severance of employment, except in the case of a discharge, a fire fighter shall receive one-half of accrued sick leave, not to exceed 45 days.

#### **ARTICLE 22 - CLOTHING ALLOWANCE**

A. The Town agrees to fund a clothing allowance of \$800.00 per employee for the acquisition and replacement of uniforms and associated articles of clothing, including footwear. This benefit will be paid in two equal installments and will be subject to all applicable withholdings and taxes.

#### **ARTICLE 23 - VACATIONS**

A. All employees after one (1) year of continuous service with the department shall receive three (3) days (72 hours) of paid vacation.

B. All employees after two (2) or three (3) years of continuous service with the department shall receive six (6) days (144 hours) of paid vacation.

C. All employees after four (4) or five (5) years of continuous service with the department shall receive seven (7) days (168 hours) of paid vacation.

D. All employees after six (6) years through ten (10) years of continuous service shall receive eight (8) days (192 hours) of paid vacation.

E. All employees after eleven (11) years or more of continuous service shall receive ten (10) days (240 hours) of paid vacation.

F. At the discretion of the Fire Chief, employees may accumulate and carry forward into the next contract year a maximum of five (5) vacation days. Additional vacation days beyond the five (5) may be allowed by the Town Manager. Employees can "cash in" up to three (3) days at the end of the fiscal year.

G. Vacation requests shall be submitted in writing to the Town Manager or his designee at least one week prior to the proposed time off. All vacation requests

shall be granted based on seniority. All vacation requests shall be made in twelve-hour increments.

H. An employee who retires, resigns, or dies prior to taking his vacation shall be entitled to all accumulated vacation days.

## **ARTICLE 24 - WAGES**

A. Wages effective July 1, 2019 will be explicitly provided in Appendix A.

1. Beginning the first payroll of July 2019, the cost of living will be equal to the CPI-W for the 12-month period ending December 2018.
2. Beginning the first payroll of July 2020, the cost of living will be equal to the CPI-W for the 12-month period ending November of 2019.
3. Beginning the first payroll of July 2021, the cost of living will be equal to the CPI-W for the 12 month period ending November of 2020.

All wage adjustments referenced in this agreement shall expire June 30, 2022. The terms of any future increases shall be negotiated.

Effective July 1, 2016, all unit members agree to receive their regular wages by direct deposit.

## **ARTICLE 25 - APPENDICES AND AMENDMENTS**

A. All appendices and amendments to this Agreement shall be lettered, dated, ratified, and signed by the responsible parties.

## **ARTICLE 26 - DURATION**

A. Duration of this Agreement: This Agreement shall be in effect and binding upon both the Town and Union during the period July 1, 2019 through June 30, 2022. In the event that 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.

- B. This agreement except for its duration period, as specified, 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. Any and all agreements reached during any mid-term bargaining session[s] shall become an addendum to this agreement.
- C. The parties have hereby caused their names to be subscribed by their duly authorized representatives as of the day and year written below.
- D. The execution of this Agreement shall serve as the required one hundred twenty (120) day notice pursuant to Title 26, M.R.S.A. §965(E)

#### **ARTICLE 27 - PHYSICAL WELLNESS**

A. Annually the Town will retain a physical fitness professional acceptable to the Union to develop a physical fitness program for each employee. Each program shall be designed to keep the employee in good physical condition so the employee can safely and comfortably fulfill the physical requirements imposed upon a Fire fighters EMT. The Department Chiefs shall encourage each employee one to two hours per shift to accomplish this task. The Town and the Union will work together to find mutually acceptable exercise facilities. The Town will adopt a Wellness and Fitness Program as described in Exhibit B. All full-time employees will be evaluated on a pass/fail basis on or before June 30<sup>th</sup> of each year.

It shall be the responsibility of the bargaining unit member to ensure that all necessary compliance paperwork is submitted to the town by June 30<sup>th</sup> annually. Failure to submit the required paperwork by June 30<sup>th</sup> shall be considered a violation of the collective bargaining agreement. It is further understood that the unit members can use their primary care physicians to complete the medical examination. The Union will develop Exhibit B standard form that shall be used for the physicians to certify each Fire Fighters physical fitness.

Should a bargaining unit member exhibit indications or actions, at any time, that could reasonably call into question the members fitness for duty, the Town Manager, or his or her agent, reserves the right to request a fitness for duty evaluation at the Town's expense.

- B. Commencing July 1, 2014, every member of the bargaining unit will be required to take a physical assessment annually. Members' will be compensated four-hundred dollars (\$400.00) for taking the assessment in the second year of the Collective Bargaining Agreement. Effective July 1, 2015, the third year of the agreement, only members who successfully complete the assessment will be compensated four-hundred dollars (\$400.00).

Effective July 1, 2018, members of the unit will be required to take two (2) physical assessments annually; one in the fall and one in the spring. Members who successfully complete the assessment will be compensated four-hundred dollars (\$400.00) per assessment.

Effective July 1, 2019, members of the unit will be required to take two (2) physical assessments annually; one in the fall and one in the spring. Members who successfully complete the assessment will be compensated four-hundred and fifty (\$450.00) per assessment.

Effective July, 1<sup>st</sup> 2019 for the safety of the employees the Town shall provide EMS as a stand-by during the assessment.

Prior to participating in the assessment provided in Appendix C, members agree to provide the Town with Appendix B (Medical and Fitness Evaluation Form), as outlined in Section A of this article. Only members who are deemed fit by their physician will be permitted to participate in the physical assessment.

In order to implement the physical wellness program, parties to this agreement will mutually agree upon consistent assessment requirements for all covered employees and will be reflected in Appendix C of this agreement. Additionally, parties to this agreement will mutually determine the individual tasked with administering the assessment. All employees covered by this agreement, irrespective of department, will complete the same assessment administered by the same party.

The objective of the physical assessment and wellness program is to maintain and enhance the bargaining unit member's physical conditioning in order to best prepare the Firefighter for the conditions and challenges they could conceivably face in the course of their duty. The physical assessment is not intended to be a measure of the member's fitness for duty or other disqualifying measure.

All Members agree to meet with physical fitness professional on an annual basis. The Town will assume all costs for such program.

At no time will disciplinary or other adverse action be taken against a member who fails to successfully complete (pass) the physical assessment.

## **ARTICLE 28 - TRAINING**

The Fire Chiefs and Union shall select three (3) representatives each to develop an Annual Training Program for the full-time Fire Fighters.

All Employees shall attend a minimum of four (4) mandatory trainings per year at each station. The trainings will be mutually agreed upon between the employee and the Chiefs with advance notice of no less than 7 days. Employees are expected to assist and provide trainings to others based upon skill set and expertise.

Employees who attend or are scheduled to attend an outside training(s) during their work hours shall have that time or shift covered without a reduction in vacation time. Shift coverage shall comply with Article 17 Paragraph B.

With approval of the Chief, employees shall be permitted to attend department trainings when off-duty, in addition to any and all mandatory training.

All hours and overtime pertaining to training shall comply with Article 17.

## **ARTICLE 29 - ACCIDENT AND HEALTH INSURANCE**

The Town shall provide all full-time Fire fighters with the same accident and health insurance policy that is provided to volunteer Fire fighters by Provident Life & Accident Insurance Company. The Town can change providers as long as coverage is comparable.

## **ARTICLE 30 - CHAIN OF COMMAND**

Firefighters will use the chain of command to resolve work place issues. The chain of command shall be Station Chief then Town Manager. The rank of unit members will be determined by the Standard Operating Guideline. Any proposed changes to chain of command will be presented and discussed with the Union.

## **ARTICLE 31 - SMOKING/TOBACCO POLICY**

Employees may not smoke or use other tobacco products in Town vehicles or in Town buildings.

The Town of York is committed to supporting anyone who wished to cease using tobacco products and encourages employees to contact Human Resources for assistance.

Violation of this policy is cause for disciplinary action.

### **ARTICLE 32- AMERICAN WITH DISABILITIES ACT**

The employer will notify the Union as soon as it becomes aware of any situation requiring a reasonable accommodation within the terms of the Americans with Disabilities Act, will provide the Union with all relevant information, and will bargain with the Union concerning any accommodation that departs from any of the terms of this Contract or from any existing practice.

### **ARTICLE 33 - FAMILY MEDICAL LEAVE ACT**

The employer will integrate the provisions of the Family Medical Leave Act in a manner consistent with the law.

### **ARTICLE 34 -RECRUITMENT AND PROMOTION**

All available positions (whether temporary, permanent, full or part-time) shall first be posted on departmental bulletin boards for a minimum period of five (5) work days. The posting shall include position available, position description, salary range, minimum qualifications and shift assignments. Current employees are encouraged to apply for any position for which they may be qualified. When qualified, current employees shall be given consideration for the vacant positions.

### **ARTICLE 35 - CLASSIFICATION DESCRIPTION**

A job description will be prepared for each position. The job description will outline the duties, responsibilities, education and skill level requirements of each position. Each employee will receive a copy of their position description when hired.

Prior to July 1, 2017, the Town shall develop a Standard Operating Guideline, to be adopted by each Fire Department, which outlines a career path and rank structure within the larger fire department for all unit members.

### **ARTICLE 36 - PROBATIONARY PERIOD**

All newly hired employees are considered probationary for the first six (6) months of employment. During this period, the employee's performance will be

reviewed to determine competence in performing job-related assignments and appropriateness for the position, in general.

### **ARTICLE 37- ACADEMIC REIMBURSEMENT**

The Town will provide an Academic Reimbursement of up to \$1,000 per year. Subject to budget restrictions, employees may request reimbursement for the cost of tuition, books and registration cost of job-related college course(s) or a professional certification taken on their own initiative to a maximum of \$1,000.00 per budget year. To ensure funds are available employees must make the request to Human Resources prior to registering for the course. Such requests shall be submitted in writing to Human Resources outlining the following: institution offering the course; content of the course; cost; and course duration. Human Resources will review the request and if approved, will submit a recommendation to the Town Manager for approval. In order to receive reimbursement, the employee must submit documentation showing a grade of "C" or better or documentation of passing a professional certification exam to Human Resources and a receipt for the cost of the course. This benefit is available on a first come first serve basis and is subject to available funds.

### **ARTICLE 38-LABOR MANAGEMENT TEAM**

The Town and the Union agree to meet on a quarterly basis to discuss concerns, problems, and any changing needs of the department and the Town. These meetings will be set a mutually agreeable time between the Union and the Town.

### **ARTICLE 39-HOURS WORKED**

The regular work week for members of the bargaining unit shall consist of fifty-six (56) hours per week, averaged over a twenty-one (21) day cycle. The standard work day shall consist of twenty-four (24) hours per day. The normal work schedule shall be the twenty-four (24) on-duty and forty-eight (48) off-duty schedule.

During the first year of this contract the Town agrees to meet with the union to discuss the feasibility of adding a fourth staff member to each station and moving to a 42 hour work week. The nature of the discussions will include the fiscal impact to both the Town and the employees.

Dated at York, Maine, this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**YORK FIRE FIGHTERS ASSOCIATION  
LOCAL 3622, INTERNATIONAL  
ASSOCIATION OF FIRE  
FIGHTERS, AFL-CIO-CLC**

**TOWN OF YORK, MAINE**

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman, Board of Selectmen

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Selectmen

\_\_\_\_\_  
PFM Representative

\_\_\_\_\_  
Selectmen

\_\_\_\_\_  
Selectmen

\_\_\_\_\_  
Selectmen

\_\_\_\_\_  
Town Manager

## Appendix A - Wages

Firefighter EMT - Basic		Hourly	\$.20 Salary Adjustment	Weekly	1/2 Rate
1	0 - 1 Year	\$17.59	\$17.79	\$996.24	\$8.90
2	1 - 3 Years	\$18.41	\$18.61	\$1,042.16	\$9.31
3	3-5 Years	\$19.29	\$19.49	\$1,091.44	\$9.75
4	5 - 8 Years	\$19.60	\$19.80	\$1,108.80	\$9.90
5	8 -11 Years	\$20.27	\$20.47	\$1,146.32	\$10.24
6	11 -14 Years	\$20.88	\$21.08	\$1,180.48	\$10.54
7	14 - 18 Years	\$21.51	\$21.71	\$1,215.76	\$10.86
8	18 - 22 Years	\$22.37	\$22.57	\$1,263.92	\$11.29
9	22-25 Years	\$23.04	\$23.24	\$1,301.44	\$11.62
10	25+ Years	\$23.73	\$23.93	\$1,340.08	\$11.97
Firefighter EMT - Advanced					
1	0 - 1 Year	\$18.38	\$18.58	1,040.57	\$9.29
2	1 - 3 Years	\$19.24	\$19.44	1,088.55	\$9.72
3	3-5 Years	\$20.16	\$20.36	1,140.05	\$10.18
4	5 - 8 Years	\$20.48	\$20.68	1,158.19	\$10.34
5	8 -11 Years	\$21.18	\$21.38	1,197.40	\$10.69
6	11 -14 Years	\$21.82	\$22.02	1,233.10	\$11.01
7	14 - 18 Years	\$22.48	\$22.68	1,269.97	\$11.34
8	18 - 22 Years	\$23.38	\$23.58	1,320.29	\$11.79
9	22-25 Years	\$24.08	\$24.28	1,359.50	\$12.14
10	25+ Years	\$24.80	\$25.00	1,399.88	\$12.50
Firefighter-EMT-Paramedic					
1	0 - 1 Year	\$19.00	\$19.20	1,075.04	\$9.60
2	1 - 3 Years	\$19.88	\$20.08	1,124.64	\$10.04
3	3-5 Years	\$20.83	\$21.03	1,177.86	\$10.52
4	5 - 8 Years	\$21.17	\$21.37	1,196.61	\$10.68
5	8 -11 Years	\$21.89	\$22.09	1,237.13	\$11.05
6	11 -14 Years	\$22.55	\$22.75	1,274.02	\$11.38
7	14 - 18 Years	\$23.23	\$23.43	1,312.12	\$11.72
8	18 - 22 Years	\$24.16	\$24.36	1,364.14	\$12.18
9	22-25 Years	\$24.88	\$25.08	1,404.66	\$12.54
10	25+ Years	\$25.63	\$25.83	1,446.39	\$12.91

*Effective 7/1/2019- Base hourly wages will receive a \$.20 increase. EMT-Advance will increase to 4.5% of the EMT-Basic base hourly. The cost of living will be equal to the CPI-W for the 12- month period ending December of 2018.*

*Effective 7/1/2020 – the cost of living will be equal to the CPI-W for the 12-month period ending November of 2019.*

*Effective 7/1/2021* – the cost of living will be equal to the CPI-W for the 12-month period ending November of 2020.



## Appendix C - Physical Assessment

Members will have their resting blood pressure and heart rate recorded prior to beginning the assessment.

In turnout coat, SCBA, helmet and gloves.

1. Stair event, begin outside of the school place 100' high rise pack of 1 3/4 hose over the shoulder, ascend and descend a flight of 13 stairs 3 times place hose pack on ground. Move to next event 25' away
2. Hose drag and pull, with a nozzle attached to 200' of 1 3/4 hose the hose is grasped, dragged 75' to a propositioned drum turn 90\* continue 25' stop in the marked box, drop to one knee and pull 50' of the hose to the box. Move to next event, about 15' away
3. Equipment carry, two saws were picked up from the ground carried 75' around the marker and back 75' placed back in their original spot. Move to next event 75' away.
4. Ladder raise and extension, raise a 24' extension ladder from the ground to an upright position, extend the ladder to 24' lock into position announce "ladder locked" , retract the ladder and lower it to the original position on the ground. Move to next event, 15' away.
5. Rescue, grasp the 165 lbs. mannequin drag it 50" to a predetermined marker and back 50' to the starting point. this ends the assessment.

Post blood pressure, heart rate and ECG.

Moving from one event to the next is continuous with no breaks in between.