

AGREEMENT BETWEEN THE TOWN OF CUMBERLAND

AND

TEAMSTERS LOCAL UNION NO. 340

FOR THE

CUMBERLAND FIRE DEPARTMENT

July 1, 2022 – June 30, 2024

ARTICLE 1 - AGREEMENT

This Agreement is entered into between the Town of Cumberland, hereinafter referred to as the "Town" and Teamsters Local Union No. 340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", pursuant to the provisions of the Municipal Public Employees Labor relations Law (Title 26, MRSA Section 962, et seq.) The parties hereto have entered into this Agreement in order to establish mutual rights, to preserve proper employee morale, and to promote effective and efficient municipal operation.

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours and working conditions for all regular full-time uniformed Firefighter, EMT and Paramedic employees up to and including the ranks of Captain and Lieutenant employed by the Town of Cumberland Fire and EMS Department.

The Town agrees not to enter into any other agreement or contract with an employee who is covered under this collective bargaining agreement individually or collectively which may in any way conflict with the terms of this agreement. Any such Agreement will be null/void.

ARTICLE 3 - UNION SECURITY

The Town agrees that no employee shall, in any manner, be discriminated against, restrained or influenced, on account of membership in the Union, by reason of his holding office therein, or by reason of being a member of the Collective bargaining Unit. The Town agrees that the provisions of this Article shall be applied to all persons whom this Agreement covers, without discrimination.

ARTICLE 4 - CHECKOFF

The Town shall deduct regular monthly dues and initiation fees upon receipt of a signed authorization form from the members (a copy of which is to be retained by the Town) and a certificate statement from the Secretary-Treasurer of the Local Union as to the amount for dues.

The Town shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the fifteenth of the following month in which deductions were made.

The Union shall indemnify and save the Town harmless against all claims and suits, which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

ARTICLE 5 - MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct, on behalf of the public, all operations and activities of the Fire/EMS department and its employees, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees that are not specifically inconsistent with the provisions of this Agreement. In the event this Agreement is silent on any terms and conditions regarding the operations or activities of the Fire/EMS department and management, direction or supervision of its employees, the Town shall have the exclusive right to make any and all decisions as it deems reasonable to manage and direct the operations and activities of the Fire/EMS department, provided that the Town complies in all material respects with the provisions of the Municipal Public Employees Labor Relations Law (26 M.R.S. 961-976).

ARTICLE 6 - STEWARDS

The Town recognizes the right of the Union to have Stewards and Alternates (who shall act only in the absence of the Steward). The authority of the Steward or the Alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities.

- The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- The collection of dues when authorized by appropriate Local Union actions.
- The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

Stewards shall be allowed time off with pay to represent the Union in all negotiation sessions with the Town concerning collective bargaining, if such sessions are scheduled during the regular work hours of the Steward.

An employee who is an authorized Steward of the Union shall be allowed time off, with pay, for official Union business, if there is sufficient manpower available to cause no interference with departmental operations. The Steward of the Union shall be allowed time off with pay during his/her regular work or shift hours to investigate grievances or to attend grievance hearings, but in no case shall such time exceed a total of two (2) hours

per week for not more than one (1) Steward except by permission of the Fire Chief or his/her designee. The Steward shall be granted up to three (3) days leave per year to attend Union seminars or conventions, provided that the Steward shall be required to use accrued time to be paid for such leave. There shall be no limitation on the time spent by Stewards conducting Union activities outside of their working hours, provided that the Town shall not be required to pay the Stewards for time spent conducting Union activities outside of their working hours.

ARTICLE 7 - PROBATIONARY PERIOD

All members of the Union shall be employed on a probationary status for a period of six (6) months. The conduct and work performance of employees on probation will be subject to review and evaluation during this six (6) month period, and employees may be removed or demoted at any time during the probationary period.

ARTICLE 8 - SENIORITY

A seniority list shall be established naming all employees covered by this agreement with the employee with the greatest seniority (full time year of service) listed first. Seniority shall be based upon the employee's last date of hire by the Town. The list shall be made available to the Union and the Town.

Seniority shall be the governing factor in all matters affecting reduction in workforce, recall and vacation preference.

In the event of a lay-off, the member shall retain his/her seniority for fifteen (15) months from the date of his/her last lay-off. An employee shall remain on the recall list for the above stated fifteen (15) months unless one of the following occurs:

1. The employee waives his/her recall rights in writing.
2. The employee resigns.
3. The employee refuses three (3) offers of recall.

All offers of recall shall be in writing to the employee with copies to the Union. The employee's response, acceptance or decline, shall be in writing.

An employee shall not forfeit seniority during any absence caused by illness, pregnancy, or accident outside of the working hours to the extent that such absence qualifies as leave under the Maine or federal Family Medical Leave laws or to the extent an employee is on an approved leave of absence pursuant to Article 17 or leave due to a work-related injury.

ARTICLE 9 - RESERVED

ARTICLE 10 - WORK WEEK

For payroll purposes, the work week for employees covered by this Agreement shall be an average of 42 hours in a 7-day pay period, based on the annual average of actual hours worked in a 192-hour (8-day) work period. A 192-hour work period shall be utilized for establishing an 8-day shift cycle. The 8-day shift cycle, otherwise referred to as a tour of duty, shall consist of a twenty-four (24) hour shift on duty, followed by (24) twenty-four hours off duty, followed by twenty-four (24) hours on duty, followed by five (5) days off duty. The shifts shall change at 7:00 am each day.

Employees shall be permitted, with prior approval of the Fire Chief or his/her designee, to trade/swap tours of duty (or some parts thereof) in order to permit an employee to be absent from work as defined under the FLSA 29 U.S.C. §207(p)(3).

Definition of hours worked shall be as set forth in Article 11.

With prior approval from the Chief or his designee, these schedules may be temporarily changed to accommodate the need for people to attend classes, meetings, etc. or to cover vacancies in the duty schedule. Only with prior approval will such changes be allowed and they shall be on a case-by-case basis and shall not establish any prior practice or ruling for future changes to scheduling.

ARTICLE 11 - OVERTIME

A. Overtime

Employees shall be eligible for overtime for all hours worked in excess of their regularly scheduled tour of duty as defined in Article 10 above. Overtime hours shall be paid at the rate of one and one-half (1 ½) times the base hourly rate. For purposes of this section, hours worked shall include hours actually worked, plus vacation, holiday, personal and bereavement leave.

B. Shift Vacancy

Full-time employees will have first choice of open shifts before being sent out to part-time/per-diem members. An elective overtime list shall be maintained for purposes of offering shifts under this Section B. This shall be separate from the forced overtime list outlined in Section C below. The Office Manager will maintain these lists and fill vacancies as agreed upon in the department's shift vacancy/forced overtime policy.

C. Forced Overtime

If a shift becomes vacant less than twelve (12) hours before the shift begins, the shift will be filled using the department's shift vacancy/forced overtime policy.

Forced overtime will be defined as overtime caused by an opening in a shift that is not covered by voluntary overtime or by part-time/per-diem coverage. When a "force" is in effect, full-time employees will be forced for a 12 hour block. A rotating list of full-time employees shall be used for filling such vacancies.

Any new employee shall be added to the top of the applicable forced overtime list.

An employee shall not be forced-in while on vacation from the first scheduled day off until their next scheduled return to work, unless there is a declared state of emergency by the State of Maine or the Town of Cumberland pursuant to its Emergency Management Ordinance or other local authority.

No employee shall be "forced" for more than twenty-four (24) consecutive hours.

No employee shall be forced to remain on duty for more than forty-eight (48) consecutive hours unless there is a declared state of emergency by the State of Maine or the Town of Cumberland pursuant to its Emergency Management Ordinance or other local authority.

In the event of a long-term vacancy, which shall be defined as at least two tours of duty, full-time employees will have the first choice to volunteer to cover the shift. If no full-time employee volunteers, the shift may be offered to part-time/per diem employees. If no part-time/per diem employees are available, the force-in procedure above shall be followed, provided that at least seven (7) days' notice is provided before the force is to take effect.

Employees are permitted to deny a force due to personal illness. If an employee denies a force due to personal illness, they will be moved back up the force list, which may cause them to be up next for two possible forces. Employees are permitted to deny a force with less than 24 hours' notice due to lack of child care. If an employee denies a force due to lack of child care, they will be moved back up the force list, which may cause them to be up next for two possible forces.

ARTICLE 12 - DETAILS

Details are defined as work assignments not funded by the Town. This includes events at the Cumberland Fairground or Cumberland Farmer Club, regional or private sporting club events, activities of public assembly nature, etc. Details also include work assignments funded by School Administrative District 51. This Includes school gatherings such as graduations or other graduation related events, sporting events, etc.

All details shall be offered first to members of the Union; however members of the Union shall not be forced in for any outside detail.

Details shall be paid for a minimum of four hours at the overtime rate of the paramedic who is currently within the union and highest on the pay scale (current base pay plus incentives).

ARTICLE 13 - WAGES

Members of Union shall be paid based on time in service in accordance with the attached schedule set forth in Appendix A, in addition to the stipends listed below. Time in service shall be considered full-time service with the Town of Cumberland or another municipal Fire/EMS department in a position that is comparable to the position he/she holds for the Town of Cumberland both in required licensure level and duties.

The starting pay scale for a new member shall be based on time in service. That member shall not be required to serve an equivalent amount of years within the Cumberland Fire- EMS Department prior to earning or advancing to a certain step on the pay scale. Time in service shall be considered full-time service with another municipal Fire/EMS department in a position that is comparable to the position he/she holds for the Town of Cumberland both in required licensure level and duties.

STIPENDS

Associates Degree	\$0.50/hour
Bachelor's Degree	\$1.00/hour
Master's Degree	\$1.50/hour
CDL	\$0.50/hour

ARTICLE 14 - HOLIDAYS

The following holidays shall be recognized as paid holidays for all employees covered by this agreement:

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

In addition to the above holidays, the Town agrees to treat any holiday designated by the Cumberland Town Council, or Town Manager as a "paid holiday."

If a recognized holiday is on an employee's regularly scheduled workday and the employee works that day, they will receive regular base pay for hours worked, and will receive pay for 12 additional hours at their regular base pay.

If a holiday is recognized on a day when the employee is not scheduled to work or does not work, the employee will receive 12 hours of holiday pay based on their regular work schedule as their regular base pay. This applies to all holidays, including premium holidays listed below.

An employee can choose to Bank up to two (2) holidays, at twelve (12) hour increments to use at a later date. Holidays not used within the calendar year that are accumulated over 4 hours will automatically be paid to the employee at his/her straight base hourly rate in the next payroll.

For the following premium holidays, the hourly pay rate for actual hours worked during the premium holiday shall be 2x (double) regular base pay and the employee will receive pay for 12 additional hours at their regular base pay.

- a. July 4th: 24 hour period; 7am - 7pm and 7pm (July 4th) - 7am (July 5th)
- b. Thanksgiving: 24 hour period; 7am - 7pm and 7pm - 7am
- c. Christmas Eve: 7pm-7am
- d. Christmas Day: 24 hour period; 7am-7pm and 7pm-7am
- e. New Year's Eve: 7pm-7am
- f. New Year's Day: 24 hour period; 7am-7pm and 7pm-7am

ARTICLE 15 - PERSONAL LEAVE TIME

Beginning July 1st of each contract year, all personnel covered by this agreement shall be entitled to 24 (twenty four) hours leave for personal matters. Personal days are non-cumulative and will expire at the end of each fiscal year. Personal leave will accrue uniformly among all employees.

ARTICLE 16 - VACATION

Vacation shall accrue on a bi-weekly basis as set forth in the table below and may be used as accrued, subject to the approval of the Chief or his/her designee. Probationary employees shall accrue vacation from their date of hire but may not be eligible to use vacation time until any probationary period has been successfully completed at the discretion of the Chief or his/her designee.

Each employee shall be awarded annual vacation time with pay in accordance with the employee's current term of continuous employment and in accordance with the following schedule:

	0-5 years		5-10 years		10+ years	
	Hours per year	Hours per pay	Hours per year	Hours per pay	Hours per year	Hours per pay
	96	3.6923	144	5.5385	192	7.3846

Vacation time earned shall be deducted when used as follows:

- 2 tours of duty (shift) within the same payroll period: 48 hours
- 1 tour of duty (shift): 24 hours
- 1/2 shift: 12 hours
- All vacation time less than ½ shift (12 hours) shall be charged hour for hour

An employee is permitted to carry forward up to forty (40) hours vacation time beyond his/her anniversary date of hire. Maximum Accrual of Vacation shall not exceed 240 hours per employee at any time. All hours accrued after 240 will be dispersed into the employee's Retirement Health Savings plan on July 1st of each year.

No later than December 31st of each year, employees shall submit requests for vacations for the upcoming year. Vacation approvals will be recognized and approved on a rotating seniority basis for the upcoming year for one week of vacation. After January 15th of each year, vacations will be approved on a first-come, first-served

basis. Vacation requests can either be full or partial shifts, and should be requested with as much advance notice as possible. Employees cannot overlap vacation time, it must be taken one at a time. A vacation day is defined as a 12-hour shift. If a holiday falls within an approved vacation period, the employee will not be charged vacation for such holiday.

All eligible employees shall enroll in the Town-established Retirement Health Savings Plan (RHSA). An employee becomes eligible for enrollment in the RHSA when his/her vacation time accruals exceeds 240 hours. Enrollment in the plan is irrevocable. Employees will continue to accrue vacation time at their regular rate of accrual in accordance with this Article upon reaching the 240-hour maximum; however, at the end of each fiscal year, unused accruals above 240 hours will be dispersed into the employee's Retirement Health Savings plan on July 1st of each year equal to 100% of the employees hourly rate of pay x the number of hours over 240. Deposits to an account shall not reduce an employee's vacation accumulation below 240 hours.

ARTICLE 17 - SICK LEAVE

Sick leave shall accrue at the rate of twelve (12) hours per calendar month of service beginning with the first full calendar month of employment, accumulated to a maximum of four hundred eighty (480) hours.

Hours per year	Hours per month	Accrue per pay period
144	12	5.5385

Sick leave may be used for personal illness or physical incapacity of such degree as to render the employee unable to perform the duties of his/her position, or for a personal medical or dental appointment.

Sick leave earned shall be deducted when used as follows:

- 2 tours of duty (shift) within the same payroll period: 48 hours
- 1 tour of duty (shift): 24 hours
- 1/2 shift: 12 hours
- All sick leave less than ½ shift (12 hours) shall be charged hour for hour

An employee may use up to a maximum of fifty-six (56) hours of family sick leave per fiscal year due to the illness of a member of the employee's immediate family.

"Immediate family: shall be defined as employee's spouse, domestic partner, natural or adopted children, parents, siblings, grandparents, or dependents residing in the same household that qualify as a dependent for federal income tax purposes. Exceptions may

be made at the discretion of the Chief and Town Manager for the approval of use of sick leave under this section for immediate family members living outside the employee's household. Family sick leave may also be used for transporting immediate family members to health care appointments. For purposes of applying family medical leave requirements, the Town shall treat leave under this section in the same manner as it treats leave for a sick employee.

An employee may use up to a maximum of twenty (24) hours of his/her accrued sick leave per year for the purpose of attending their child(ren)'s school activities. Employees requesting leave for school activities are expected to notify the Chief within forty-eight (48) hours before the leave is needed.

Sick leave may be taken in hourly increments as needed. All employees, both exempt and non-exempt, shall be charged one hour of sick leave for each hour of leave taken and a reason for the absence shall be provided for each absence. For payroll documentation purposes, sick leave shall be recorded as one of the following types: personal, family, child's school activities, or FMLA.

An employee that is on sick leave for at least three consecutive days due to an injury or illness or receives treatment for an illness or injury that requires an overnight stay at the hospital, not including absence or treatment for the common cold or flu, must provide a doctor's note clearing them to return to work and schedule a return-to-work assessment with towns designated medical provider. Employees may not return from sick leave until a doctor's note and a satisfactory report of a return-to-work assessment from said provider has been received by their supervisor. This requirement shall apply to both work-related and non- work-related injury and illness.

All eligible employees shall enroll in the Town-established Retirement Health Savings Plan (RHSA). An employee becomes eligible for enrollment in the RHSA when his/her sick time accruals exceed 480 hours. Enrollment in the plan is irrevocable. Employees will continue to accrue sick time at their regular rate of accrual in accordance with Section B of this Article upon reaching the 480-hour maximum; however, at the end of each fiscal year, unused accruals above 480 hours will be valued at $75\% \times \text{the employee's hourly rate} \times \text{the number of hours accrued}$, and this value deposited in the employee's retirement health savings account. Deposits to an account shall not reduce an employee's sick leave accumulation below 480 hours. If an employee severs employment with the Town prior to receiving the total value of the annual deposits, the remaining amount shall be deposited to the employee's account

at separation. RHSA savings are accessible to the employee after separation from service or retirement or upon attainment of age fifty-five.

Line of Duty Death

In the event of a death of an employee while in the Line of Duty, the spouse or surviving dependent shall be compensated for 100% of the employee's accrued sick leave, less all applicable taxes.

The Parties hereby recognize that the provisions of this Agreement related to sick and vacation time accrual and use are more generous than the requirements of Maine's Earned Paid Leave law and agree that the Town is in compliance with said law as a result.

ARTICLE 18 - LEAVE OF ABSENCE

The Town Manager upon recommendation of the Fire Chief may grant a regular full time employee in good standing a leave of absence without pay. Such leave of absence without pay shall not exceed one year in length and shall only be granted when it appears because of the past record of the employee, or because of the purpose for which the leave is requested, that it is in the best interest of the Town to grant the leave. A leave of absence (LOA) is defined as an unpaid approved absence from work for a specified period of time for medical, parental, military or personal reasons. The Town of Cumberland shall comply with all requirements of the state and federal Family Medical and Military Leave Acts, and the provisions of the FMLA are hereby incorporated into the LOA policy. LOAs will start on the date of request or date of need and not after the exhaustion of paid time off. While on LOA, an employee must make arrangements for continuation and payment of benefits and contact the Human Resources department at least every 30 days. Failure to do so may result in voluntary termination. All requests for LOA must be made on a LOA Request Form. An employee must provide 30 days advance notice when the need for the leave or absence is foreseeable. The Fire Chief or his/her designee shall notify the employee as to whether the request was approved, and HR will provide notice if the leave is being designated as FMLA leave. A leave of absence will not be granted to allow an employee time off to seek employment elsewhere or to work for another employer. Employees who hold employment elsewhere while on LOA, except military reserve duty, are considered to have quit voluntarily.

An employee that is granted a leave of absence shall retain all rights to accrued vacation, accrued sick leave, and seniority, but shall not earn vacation or sick leave. An

employee who does not return from the leave of absence as scheduled and approved may be terminated as of that date.

ARTICLE 19 - BEREAVEMENT

An employee shall be allowed:

A maximum of four (4) working days off with pay for the death of a parent, step-parents, spouse, significant other (defined as having resided in the same household) a child/stepchild, sister, brother, brother-in-law or sister-in-law, grandparent, grandchild, father-in-law, mother-in-law, legal guardian, aunt or uncle.

One working day with pay may be allowed for the attendance at a funeral or service of a non-family member at the discretion of the Town Manager.

Bereavement leave shall not be counted as sick time, except that employees may use up to four (4) additional days of sick leave for bereavement time with prior approval of the Town Manager.

ARTICLE 20 - PHYSICAL FITNESS

FIT FOR DUTY

The parties hereby recognize that the physical fitness of employees vitally affects the efficient, safe and productive operation of the department and the quality of fire and EMS services provided to the public. Each employee is required to demonstrate the physical demands

Effective July 1, 2023, all members shall undergo an annual fitness test, called a "fit for duty" to be performed by the Town's wellness provider, CMCC, at the beginning of each fiscal year (July 1). The test will be created with CMCC and members of the union so that all parties are in agreement. The purpose of this test is to determine if each member is able to perform the essential physical demands of his/her job, as set forth in Appendix C. Failure to demonstrate a level of fitness necessary to satisfy the essential physical demands of the job shall be considered cause for termination pursuant to Article 38.

The CMCC Assessment Specialist will present documentation of the essential physical demands of the job to the member and will evaluate the member's demonstration of ability to perform the essential physical demands as set forth in Appendix C. If the member demonstrates that he/she is unable to perform one or more essential physical

demands of the job, the Assessment Specialist will determine if any modifications are necessary and available to enable the member to safely perform such essential physical demands. CMCC will notify the Town of the results of the fit for duty test, as well as any modifications identified by the Assessment Specialist. It shall be in the Town's sole discretion to determine if such modification(s) is appropriate, safe and available to enable the member to perform one or more essential physical demands, or if such modification(s) constitutes a reasonable accommodation as otherwise defined by law. If a modification(s) or reasonable accommodation can be made to enable the member to perform all essential physical demands of his/her job, the member may continue performing the job with such modification(s) or reasonable accommodation.

If a member fails to demonstrate successful performance of all essential physical demands of his/her job during annual testing and there is no modification(s) appropriate, safe or available or reasonable accommodation otherwise required by law to enable the member to perform such essential physical demand(s), then he/she may be placed on unpaid administrative leave for a maximum of three months at the discretion of the Chief. During the period of administrative leave, these members will be offered a no-cost remedial fitness program designed by CMCC, the goal of which is to enable the member to perform the essential physical demands of his/her job with or without reasonable accommodation. Members that participate in the remedial program will be entitled to use accrued vacation time during their unpaid leave. If a member is unable to meet any essential physical demand of his or her job, with or without reasonable accommodation, within three months after completion of the remedial fitness program, or if the remedial fitness program cannot address the member's inability to perform the essential physical demands of his/her job and there is no reasonable accommodation required or available to do so, he/she may be terminated at the discretion of the Chief pursuant to Article XX.

The annual fitness test and any member's classification thereby shall not be a factor in any promotional consideration within the Association.

Refer to Appendix C for the Physical Job Requirements Overview and Appendix D for the Health History Questionnaire used in the annual fitness test. This will be added at a later date, once agreed upon.

ARTICLE 21 - JURY DUTY OR WITNESS LEAVE

An employee shall be granted a leave of absence any time they are required to report for jury service or when subpoenaed to testify in court.

The Town shall pay the employee the difference between the amount of regular pay and the juror's or witness' fee. The employee will continue to be paid his/her full wage during the term of the leave, provided the employee agrees to reimburse the Town in the amount received for witness fees or jury pay.

When the term of the jury duty leave is complete, the employee shall report to the Town the number of regular working days he/she was required to serve as a juror or witness.

Any juror's pay or witness' fee received for services on a regular workday shall be deducted from the following week's wages. The amount to be deducted will be

determined by multiplying the number of regular working days the employee was required to serve as a juror or witness by the rate of compensation established by 14 M.R.S.A. Sec. 1215 or by 16 M.R.S.A. Sec. 251.

Any juror's pay or witness fee received for service on a regular non-working day will not be deducted from the employee's wage.

ARTICLE 22 - FAMILY MEDICAL LEAVE

The Town of Cumberland shall comply with all requirements under the Maine Family Leave Law and the Family Medical Leave Act and Military Medical Leave Act.

ARTICLE 23 - MILITARY SERVICE AND RESERVE TRAINING LEAVE

Eligible employees will be granted a non-paid leave of absence for military service or training as defined by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), the Maine Leave Relating to Reserve Training or Military Service (M.R.S.A. 26 814), or the National Defense Authorization Act for FY 2008 (Military Family Leave). Employees may use accrued vacation leave, but are not required to do so, for eligible leave that falls within these statutes. Employees are requested to notify their supervisors as soon as they are aware of the military obligation. The Town may require certification from the proper military authority to verify an employee's eligibility for military or family military leave.

ARTICLE 24 - PERSONNEL FILES

The Town of Cumberland will comply with all applicable provisions of Maine law related to employee's right to review his/her personnel file, including, but not limited to, 26 M.R.S. § 631 and 30-A M.R.S. § 2702(2).

ARTICLE 25 - WORKERS' COMPENSATION

A. Reporting and Treatment of the Injury

Reporting: All injuries sustained in the course of employment shall be immediately reported to the employee's department head. The employee's department head must complete a First Report of Occupational Injury or Illness. Department Heads must submit the completed First Report of Occupational Injury or Illness to the Administration Department within 48 hours from the date of injury.

Treatment: Pursuant to State law, the Town requires that the health care provider of the Town's choice provide treatment of an occupational injury or illness within the first 10 days following the submission of a First Report of Injury. The injured employee, Department Head, Town Manager or his/her designee may make the appointment for an evaluation and treatment following a First Report of Occupational Injury.

If the injury is serious, the employee should proceed to the nearest hospital emergency room for treatment; an assessment by the Town's health care provider can be done at a later date. An employee may elect to go to a physician of their choice, but should understand that the Town, through its workers' compensation plan, will not make payment for these visits unless the employee has first seen the Town's Occupational Injury Provider.

B. Workers' Compensation Payment

The Town of Cumberland provides workers' compensation insurance coverage for all employees. It is the responsibility of any injured employee to assist his/her supervisor in completing a First Report of Occupational Illness or Injury and in having the injury or illness assessed by the Town's health care provider as outlined above.

Any employee who sustains a personal injury or compensable illness arising out of and in the course of his/her employment shall be entitled to compensation equal to the amounts and durations set forth in the Maine Workers' Compensation Act of 1992 (39-A M.R.S.A. §101 et seq.)

The Town of Cumberland shall discontinue payments and be entitled to recoup any payments made to an employee pursuant to this section, when the Town is notified that the employee's Workers' Compensation claim has been denied. An employee may elect to charge lost time to either sick leave, vacation or compensatory time if the employee

has accrued such time, otherwise, the employer is authorized to make payroll deductions to recover the amount paid to the employee.

C. Light Duty

Due to work-related injury or illness, an employee, upon recommendation from the treating physician, shall be given light duty for the period of time the condition exists, provided that light duty is available. The Town Manager or his/her designees, and the department head must approve light duty assignments. The employee must provide a medical request from the treating physician explaining the need for light duty, the estimated duration of the need for light duty, and what restrictions on working assignments apply.

D. On-Duty Injury

An employee covered by this agreement who is on-duty and injured while performing duties in any other authorized situation in which the department has assigned the employee shall receive, in addition to income under the Worker's Compensation Act, an amount sufficient to bring him/her up to his/her base, weekly salary for the previous 12-month time period after taxes, union dues, and all other premiums or shares thereof required to be paid by the employee. This pay shall continue for the period the treating physician declares the employee unable to perform his/her duties or any other duties assigned by the Chief, up to the maximum time afforded by FMLA.

ARTICLE 26 – LIGHT DUTY

A. Light Duty

Upon request of an employee and receipt of medical verification of a medical condition that prevents the employee from performing the essential functions of his or her job, the Fire Chief may arrange for the transfer of such employee to another position within the fire department or, through mutual agreement with the union and the Town Manager, in another department of the Town. The employee shall perform such duties as may be assigned and shall be paid his/her regular rate of pay while performing such duties in the assigned position. The employee may be required to provide a medical opinion confirming that the employee is able to perform the essential functions of the light duty assignment with or without accommodation. The Fire Chief and Town Manager shall reserve the full discretion to identify light duty assignments, but shall not be required to create such work to the extent there is not a current need for the work to be performed.

During the period of the alternate duties the employee will not suffer loss of benefits including rate or pay, step increases, raises, retirement, sick leave, vacation, medical insurance, or seniority while in a paid status.

ARTICLE 27 - HEALTH INSURANCE

A. Health Insurance

Regular full-time employees as defined by this agreement or those employees otherwise eligible by law are entitled to enroll in the health plan offered by the Town.

The Town shall offer group health insurance to regular full-time employees and their dependents. The Town reserves the right to participate in a different medical insurance plan that provides high level hospital, surgical and major medical coverage. In the event the Town elects to or is required to change insurance coverage in any plan year, the Union will be notified and consulted; however the specific provider and plan shall be determined by the Town.

The Town will pay a minimum of eighty percent (80%) of the cost of the High Deductible (HRA) health plan and the employee shall pay the balance, regardless of the plan chosen in the form of a payroll deduction on a pre-tax basis.

B. Incentive Program

Eligible employees who do not elect coverage under the Town's health plan for themselves and/or their spouse, domestic partner and/or dependents will be eligible to receive an annual incentive.

All incentive payments shall be made on a pay-period basis and are subject to taxation. In order to qualify for the incentive, the employee must provide evidence of insurance for him/herself, spouse and/or each eligible dependent for which they do not elect coverage under the Town's health plan. The incentive will cease automatically at the time an employee or dependent becomes ineligible for coverage.

C. Dependent Eligibility

The dependent(s) of an employee that is eligible for coverage under the Town's health plan are also eligible for coverage under Town's health plan up to age 26. However, an eligible employee may not receive an incentive for an eligible dependent that is

employed and receives benefits through their employer or for which the employee is no longer entitled to claim as an eligible dependent for tax purposes.

D. Vision Insurance

As of the signing of this Agreement, the Town does not offer vision coverage. To the extent the Town adds vision coverage going forward, the Town will offer vision coverage to employees in the bargaining unit on the same terms and conditions as all other employees of the Town.

E. Long-Term Care

The Town will provide a Long-Term Care Insurance Plan to all regular full-time employees according to the base policy as established by the Town each fiscal year. Employees may elect to enroll in higher levels of coverage beyond the base policy at their expense for the additional premium costs.

F. Dental Insurance

The Town shall make available a dental insurance plan to regular full-time employees who meet the eligibility requirements of the plan. The town provides dental insurance. The Town covers 100% of the employee only cost under the base plan. Employees have an option to purchase additional benefits under the Buy Up Plan if available.

ARTICLE 28 - WELLNESS PROGRAM

The Town recognizes the importance of health and wellness in the quality of employees' lives. As such, the Town instituted in January 2007 a Health Wellness Promotion Program focusing on health awareness and prevention.

A. Wellness Point System

Employees may earn points through the wellness program. The wellness program point system consists of the following:

- 33 points for an Annual Health Risk Assessment (HRA)
- 17 points for periodic follow-ups to the HRA as deemed necessary by the wellness provider
- 18 points for meeting goals set by the wellness provider
- 7 points each for attending or viewing Lunch & Learns (6 per year)

Annual wellness bonuses can be earned as follows:

\$100.00 by maintaining a letter grade of "B" or higher HRA status and/or

\$150.00 by earning 98 wellness points

Bonuses will be paid in December of each year.

B. All employees are entitled to health coaching services offered by the wellness provider regardless of enrollment in the Town's group health plan.

C. Fitness Membership Reimbursement

The Town will reimburse up to \$25 of the monthly cost of an employee's membership to a gym or fitness facility or the actual cost of membership, whichever is less. The employee is responsible for submitting a receipt of the monthly fee paid and must provide proof of attendance at the fitness facility at least twelve (12) times per month.

ARTICLE 29 - LIFE INSURANCE

All regular full-time employees will receive life insurance and accidental death and disability coverage at no cost equal to one times their annual salary to a maximum benefit of \$100,000.

ARTICLE 30 - RETIREMENT

A. Social Security

In addition to other retirement plans offered by the Town, the Town also participates jointly with employees in the Social Security System.

B. Deferred Compensation Plan

The Town offers a 457 deferred compensation plan through MissionSquare Retirement. In this retirement program, the Town will match a regular full time employee's contribution up to 7% of their annual salary if the employee is not otherwise enrolled in MainePERS as set forth below. The employee is responsible for the payment of any fees assessed to the employee's account, and the employee is also responsible for making their own investment decisions.

C. Maine Public Employees Retirement System (MainePERS)

The Town shall offer pension and disability retirement under the MainePERS Plan 3C (25-year plan, at $\frac{2}{3}$ pay, no age, consolidated plan) for employees enrolled in MainePERS as a Town of Cumberland employee on a prospective basis only. Employees enrolled in MainePERS are also eligible to contribute to a 457 deferred compensation plan through MissionSquare Retirement, but will not be eligible to receive a matching contribution from the Town.

ARTICLE 31 - DISABILITY INSURANCE

All regular full-time employees shall receive long-term disability coverage at a maximum of 60% of the employee's salary up to \$5,000 per month.

In addition, a short term (52 week maximum) disability plan, sometimes referred to as "Income Protection" is made available to Town employees. Regular full-time employees who meet the Plan's eligibility requirements may select one of three protection levels, each with a different premium and benefit rate. The cost for this benefit shall be solely the responsibility of the employee.

ARTICLE 32 - GRIEVANCE PROCEDURE

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

Step 1. Any grievance shall be presented in writing by the Union steward or his/her representative to the Fire Chief or his / her designee within ten (10) working days (defined as the regular business days of Town Hall) after the cause for the grievance arose. The Chief or his / her designee shall respond to the Union steward or designee in writing within five (5) working days of his receipt of the written grievance.

Step 2. If the grievance remains unadjusted, it shall be presented in writing within five (5) working days after the response of the Chief or his / her designee by the Union steward or representative to the Town Manager. The Town Manager shall respond in writing to the Union steward/representative within five (5) working days of his/her written receipt.

Step 3. If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Town Manager is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an arbitrator mutually selected by the Town and the Union within ten (10) working days after the notice has been given. If the parties fail to select an arbitrator, either may request the Board of

Arbitration and Conciliation (BAC). The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. Expenses for the arbitrator's services and the proceedings shall be born equally by each party. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. Grievances initiated by the Town shall be processed in the same manner. The Union hereby acknowledges and waives the rights of members to appeal disciplinary decisions to the Town's Personnel Appeals Board as set forth in Article IV of the Town Charter.

ARTICLE 33 - EMPLOYEE DEVELOPMENT

A. Training

The Town of Cumberland requires all members of the union to maintain high levels of proficiency and competency.

Time outside of normal working hours in which a member of the bargaining unit is in attendance at mandatory training classes shall be considered hours worked for the purposes of pay and shall be paid at employees' overtime rate.

The Town of Cumberland agrees to cover the cost of tuition and books required for members of the union to complete training in BLS, ACLS, PALS, and a trauma-related education class.

Each member of the Union shall have an allotment of hours annually to complete continuing education.

The allotment of training hours is as follows:

EMT-B: 18 hours every year

EMT-A: 19 hours every year

EMT-P: 24 hours every year

Instructor Coordinator: 8 hours each year (in addition to the hours listed above)

Officer: 10 hours each year (in addition to the hours listed above)

All training must be requested through a Training Authorization Form and approved by the Fire Chief or the Fire Chief's designee. Time outside of normal working hours which a member of the bargaining unit is in attendance at approved elective training classes

shall be considered hours worked for the purposes of pay and shall be paid at employees' overtime rate.

Classes for Paramedics include those classes required to maintain ACLS, PALS, and trauma-related certification. Classes for all employees include State and Federally mandated courses or training sessions that may or may not be required on a recurring basis. Some of these requirements are annual while others are biennial.

In addition to the above, the Town will provide an online training platform for members to obtain the required CEH's. This, however, will not include any required skill hours.

B. Higher Education

Employees who are enrolled in an accredited work-related degree program shall receive a reimbursement for tuition costs at the rate of 75% of the University of Southern Maine credit hour rate, or actual tuition costs if less, for a maximum of six (6) credit hours per fiscal year. The credit hour rate will be based on either undergraduate or graduate tuition rates. Employees must submit an official record following completion of the class for reimbursement to occur.

A grade of C or better is required. This benefit may be subject to taxation. Books and other supplies are not reimbursable. Employees must complete a Tuition Reimbursement Request form, available in the Administration Office, and submit for approval by the Department Head and Town Manager. If possible, employees should provide notice of intent to utilize this benefit prior to January 15th in preparation for the next fiscal year budget.

ARTICLE 34 - STAFF MEETINGS

Periodic staff meetings will be scheduled by the Fire Chief or his/her designee. If a meeting is scheduled while members are not on duty, they will receive time and one half (1 ½) of their hourly rate. The employees will be compensated for time actually spent for the staff meeting.

ARTICLE 35 - UNIFORMS AND CLOTHING

The Town shall furnish safety and equipment to firefighters in accordance with applicable safety requirements. Upon officially leaving the department, all issued protective clothing shall be returned prior to final payment.

Full-time members shall be issued (4) sets of work uniforms consisting of pants, shorts, shirts (summer and winter), hat, necessary badges and brass, shoes, jacket (four-season) and shall provide them with new protective clothing sized for proper fit per the respective clothing manufacturers recommendation.

One Class A Dress uniform will be issued to full time employees two years after successful completion of the probationary period beginning effective July 1, 2023.

Personnel who do not satisfactorily complete the probationary period shall turn in all clothing and accessories upon termination of Agreement and upon termination shall turn in all badges and uniform brass upon final termination date.

The Town shall pay up to \$500 per year for replacement of uniforms as outlined in Appendix B

The Town shall pay up to an additional \$250.00 for station footwear as in boots, sneakers.

The Town agrees to repair or replace the following personal property when not covered by insurance or workers' compensation if damaged as a result of hazardous duty, up to the replacement value of the existing property or personal insurance deductible, whichever is less:

1. Eye glasses/eye wear (up to \$100)
2. Dentures (up to \$50)
3. Timepieces (up to \$50)
4. Personal Communication Devices (up to \$150)

ARTICLE 36 - GENERAL AUTHORITY AND RESPONSIBILITY OF THE TOWN

A. The Union hereby recognizes that the Town shall retain all rights and authority to manage and direct the operations of the Town Department and its working force, including the right to plan, direct and control Department activities; to schedule and assign work to employees, to determine means, methods, and procedures to maintain the efficiency of the Department and their employees; to determine the manner of jobs, to create, or for lack of funding or for lack of work, revise (meaning a material change in job assignments relating to fire/EMS activities) or eliminate jobs; to establish and require observance of rules and regulations governing the conduct and performance of its employees; to formulate and adopt ordinances and other regulations incidental to management of the affairs of the Town; to hire and promote employees to maintain order.

B. The Town reserves the right to discipline or discharge for just cause.

ARTICLE 37 – CONTINUITY OF WORK

The Union agrees that neither it nor its members will engage in, or encourage, any strikes, slowdowns, and mass absenteeism, which will involve suspension of or interference with the normal work of the Department or other Town Departments. In the event that the Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and return to their normal duties. In any event, the Town may discharge any employee participating in these prohibited activities.

ARTICLE 38 – SAVINGS CLAUSE

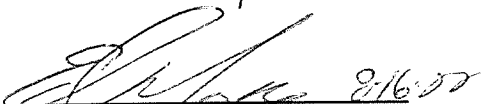
If any provisions of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions of this Agreement.

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS THEREOF, the Town has caused this Agreement to be executed and its corporate seal to be affixed by its Town Manager, duly authorized by the Town Council of the Town of Cumberland, as of this _____ day of _____, 2022, and the Teamsters Local No. 340 for the Cumberland Fire Department Union has caused this instrument to be signed by the President an Secretary-Treasurer of Teamsters Local No. 340 and the Shop Steward of the Union, thereunto duly authorized as of the day and year first mentioned above by the members of the Union.

TEAMSTERS LOCAL NO. 340


Brett Miller, President

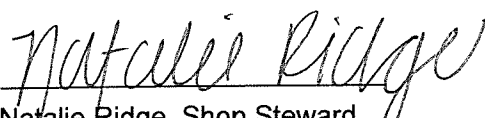

Ed Marzano, Secretary-Treasurer

TOWN OF CUMBERLAND, MAINE


William R. Shane, Town Manager

Dan Small, Fire Chief

**CUMBERLAND FIRE DEPARTMENT
UNION**


Natalie Ridge, Shop Steward

APPENDIX A: WAGES

	7/1/22	7/1/23	7/1/24
		2.50%	2.50%
EMT			
Start	\$20.50	\$21.05	\$21.60
After 1	\$22.50	\$23.10	\$23.70
After 5	\$23.50	\$24.10	\$24.75
After 10	\$24.50	\$25.15	\$25.80
After 15	\$25.50	\$26.15	\$26.85
Advanced EMT			
Start	\$22.75	\$23.35	\$23.95
After 1	\$24.75	\$25.40	\$26.05
After 5	\$25.75	\$26.40	\$27.10
After 10	\$26.75	\$27.45	\$28.15
After 15	\$27.75	\$28.45	\$29.20
Paramedic			
Start	\$25.00	\$25.65	\$26.30
After 1	\$27.50	\$28.20	\$28.95
After 5	\$28.50	\$29.25	\$30.00
After 10	\$29.50	\$30.25	\$31.05
After 15	\$30.50	\$31.30	\$32.10

APPENDIX B: CLOTHING AND FITNESS ALLOWANCE ACCEPTABLE PURCHASE ITEMS

FIRE EQUIPMENT	UNIFORMS	EMS EQUIPMENT
Pocket Knives	Short Sleeve Polo Shirts	Personal Stethoscope
Screwdrivers	Long Sleeve Polo Shirts	Trauma Shears
Leatherman	Station Pants	Eye Protection
Wedges	Station Shorts	Pen Lights
Carabiners	Job Shirt/Sweatshirt	
Personal Radio Strap/Holster	Winter Hat	
Hand Lights/Flashlights	Baseball Hat	
EYE Protections	Footwear (Boots/Sneakers)	
Safety Sun Glasses	Seasonal Coats	
Extrication Gloves	T-Shirts	
Leather Gloves	Class B shirts	
Webbing/Rope		
Gear Bags		
Safety Vests		

RESERVED: APPENDIX C: Physical Job Requirements Overview

RESERVED: APPENDIX D: Health History Questionnaire