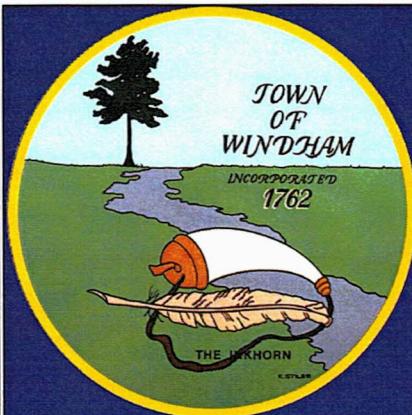


Collective Bargaining Agreement
between the
Town of Windham, Maine
and the
Gorham and Windham Professional Firefighters Association
I.A.F.F. Local 4095, AFL-CIO-CLC



Gorham/Windham
Professional Fire Fighters
I.A.F.F. Local 4095



July 1, 2019 through June 30, 2022

AGREEMENT

This Agreement is made and entered into by the TOWN OF WINDHAM (hereinafter referred to as the "TOWN") and the GORHAM AND WINDHAM PROFESSIONAL FIRE FIGHTERS ASSOCIATION/IAFF LOCAL 4095, AFL-CIO-CLC (hereinafter referred to as the "UNION").

ARTICLE 1 RECOGNITION

5 Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Title 26
6 M.R.S.A. Chapter 9-A, as amended), the TOWN recognizes the UNION as the exclusive
7 collective bargaining agent for the bargaining unit as agreed between the parties on April 17,
8 2001, consisting of full-time Firefighter/Paramedics. Effective January 1, 2020, the bargaining
9 unit will consist of full-time Firefighter/Paramedics, Firefighter EMT – Basic, and Firefighter
10 EMT – Advanced.

ARTICLE 2 MANAGEMENT RIGHTS

The UNION recognizes that, except as specifically limited or abrogated by the terms and conditions of this agreement, all rights to manage, direct and supervise the operation of the fire-rescue department of the Town of Windham and its employees are vested solely and exclusively in the TOWN.

10 Except as otherwise specifically provided in this Agreement, or otherwise mutually agreed to in
11 writing by the parties, the Union recognizes the Town's exclusive rights to manage, direct and
12 supervise the operations of the Windham Fire-Rescue Department and all its employees,
13 provided that the Town may not modify any term or condition of employment contained in this
14 Agreement without the written consent of the Union. In the event this Agreement is silent on
15 any terms and conditions regarding Unit employees, the Town shall have the right to propose
16 such changes as it deems reasonable, however, the Town shall notify the Union in writing of any
17 impending/proposed changes to working conditions at least 10 working days prior to the
18 implementation date of the proposed change, except for changes established to respond to
19 emergency life safety issue(s) will become effective immediately.

21 However, upon receipt of such proposed change(s), the Union shall have ten (10) working days
22 to notify the Town of its intent to negotiate the proposed changes pursuant to Title 26 and this
23 Agreement.

ARTICLE 3 UNION RIGHTS

1. UNION BULLETIN BOARDS.

The TOWN agrees to furnish and maintain bulletin boards in suitable and convenient places in each work area to be used by the UNION. The UNION shall limit its posting of notices and bulletins to such bulletin boards.

2. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES.

The TOWN agrees that during working hours, on the employer's premises and without loss of pay, UNION representatives shall be allowed to:

- collect UNION dues, initiation fees and assessments;
- post UNION notices;
- attend negotiating meetings;
- transmit communications authorized by the local UNION or its officers to the TOWN; his representative;
- Meet with the TOWN, their representatives, local UNION officers or other UNION representatives concerning the enforcement of any provisions of this agreement; and distribute UNION literature.

3. VISITS BY UNION REPRESENTATIVES.

The TOWN agrees that accredited representatives of the UNION shall have access to the premises of the TOWN at any reasonable times to conduct UNION business, provided that such activity shall not interfere with the operation of the department.

4. PROHIBITED EMPLOYEE PRACTICES.

The UNION agrees that during the term of this agreement the following will constitute prohibited employee practices: (1) strikes: (2) slowdowns: (3) mass absenteeism: (4) mass resignations: (5) picketing involving suspension of, or interference with, either the normal work of the department or other Town departments; or (6) any similar action which would involve suspension of, or interference with, the normal work of the department or other Town departments.

Any employee participating in prohibited activities may be subject to disciplinary action by the TOWN, up to and including termination of employment.

5. UNION MEMBERSHIP DUES ~~AND FAIR SHARE FEES~~.

The TOWN shall deduct union dues ~~or a fair share service fee equal to eighty percent (80%) of the regular union dues~~ upon receipt of a signed authorization from an employee.

1 The signed authorization for deduction of dues ~~or a fair share service fee~~ shall be
2 substantially ~~in-on~~ the forms attached hereto for illustration and marked Exhibits A ~~and~~
3 ~~B~~. In the event of a change in ~~either~~ the amount of dues ~~or the fair share service fee~~
4 during the term of this agreement, the UNION shall so inform the TOWN in writing.
5 After receipt of same, employees who had previously signed authorization forms shall be
6 deemed to have authorized the increase.
7

8 The TOWN shall forward all such dues and fair share service fees so collected to the
9 UNION on or before the fifteenth (15th) of the month following the month in which they
10 were collected from the employees.

11 **6. INDEMNIFICATION.**

12 The UNION shall indemnify and save the TOWN harmless against all claims and suits
13 which may arise by reason of any action taken in making deductions of said dues and fair
14 share services fees and remitting the same to the UNION pursuant to this article.
15

16 **7. REVOCATION OF AUTHORIZATION.**

17 The written authorization for payroll deductions of UNION membership dues or fair
18 share services fees shall be revocable during the term of this agreement provided the
19 employee so notifies the UNION and TOWN, not more than sixty (60) days prior to the
20 beginning of each contract year. Otherwise, the authorization shall continue in effect.
21
22
23
24

ARTICLE 4

LABOR-MANAGEMENT COMMITTEE

1. The Parties agree to establish and maintain a Labor/Management Partnership Committee that will open a new era where the Union, the Town, the Fire Department and all Fire Department employees shall work together to create a workforce that is highly motivated, multi- skilled, and technologically advanced to meet the ever changing needs of the Fire Department and the Town of Windham.
2. The purpose of this Committee is to assist in developing and maintaining a quality Labor management relationship between the Parties. The Committee is designed to provide a means for allowing the Town, the Fire Department and the Union to become partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees.
3. The Parties will create a Memorandum of Understanding that will govern how the parties will establish, maintain and implement the intent and spirit of this article.

ARTICLE 5

GRIEVANCE PROCEDURE

1. PURPOSE.

A grievance is a written dispute, claim or complaint which is filed and signed by an employee or the UNION. Grievances are limited to disputes, claims or complaints of those issues which are related to the implementation or interpretation of this agreement.

2. INFORMAL RESOLUTION.

Nothing contained in this procedure shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate department member or officer, and having the grievance resolved without the formal application of the provisions of this agreement, except as provided by law and provided the grievance resolution is not inconsistent with the terms of this agreement.

3. CONTENT.

A grievance shall set out the following:

1. a clear and concise statement of the facts giving rise to the grievance, including date, time and place of the alleged incident, if any, relating to the grievance, and characterizing each particular act or omission;
2. a copy of any documents appurtenant to the grievance; and
3. a statement setting forth the remedy sought.

4. PROCEDURE.

Grievances filed under this article shall be subject to the following process:

1. Grievances filed under this article shall be filed in writing with the Chief within fifteen (15) calendar days from the date of the alleged act or omission giving rise to the grievance, or from the date of the aggrieved's first knowledge thereof, unless the grievance arises from an alleged act or omission on the part of the Chief; in which case, the grievance shall proceed under subparagraph 2. The Chief shall schedule a date for a hearing on the matter within seven (7) calendar days from the date of receipt of the grievance and shall hold a hearing on the matter as soon as possible and issue a written decision within ten (10) calendar days from the date of the close of the hearing.
2. The aggrieved may appeal the decision of the Chief to the Town Manager within fifteen (15) calendar days of the date of receipt of the Chief's decision or, if the

1 grievance arises from an alleged act or omission on the part of the Chief, the
2 grievance shall be filed with the Town Manager within fifteen (15) calendar days
3 from the date of the alleged act or omission which gave rise to the grievance, or
4 from the date of the ~~aggrieved~~^s first knowledge thereof. The Town
5 Manager shall schedule a date for a hearing on the matter within seven (7)
6 calendar days from the date of receipt of the grievance and shall hold a hearing on
7 the matter as soon as possible and issue a written decision within ten (10) calendar
8 days from the date of the close of the hearing.
9

10 3. At the request of either the TOWN or the UNION, a grievance involving the
11 meaning, interpretation, or application of this agreement may be submitted to an
12 arbitrator within fifteen (15) calendar days from the date the response of the Town
13 Manager is due.

14 A. The arbitration proceeding shall be conducted by an arbitrator to be
15 selected by the TOWN and the UNION normally ~~within seven~~
16 ~~seven~~ (7) calendar days after notice has been given. In the event that the
17 parties should be unable to select an arbitrator jointly, either party may
18 request the American Arbitration Association to appoint an arbitrator.
19

20 B. the arbitrator shall have no authority to add to, subtract from, or modify
21 the collective bargaining agreement.
22

23 C. a decision of the arbitrator shall be final and binding on the parties, except
24 as to those rights of appeal provided by Maine statutes. The arbitrator
25 shall be requested to issue his decision within thirty (30) calendar days
26 after the conclusion of testimony and arguments.
27

28 D. expenses for the arbitrator's services shall be borne equally by the TOWN
29 and the UNION. However, each party shall be responsible for
30 compensating its own representatives and witnesses. If either party
31 desires a verbatim record of the proceedings, it may cause a transcript to
32 be made, providing it pays for it and makes a copy available without
33 charge both to the other party and to the arbitrator.
34

35 4. Employees shall provide copies of any grievance to the UNION at the same time
36 any grievance is submitted to the TOWN. The UNION shall be entitled to
37 participate in grievance proceedings regardless of whether the employee is
38 represented by the UNION.
39

40 5. **ADVOCATE.**
41

42 In any grievance hearing under the provisions above, the employee may be represented
43 by an advocate. The advocate may be a fellow employee, a UNION representative, or an
44 attorney. If the employee chooses to retain an attorney as advocate, such representation
45 shall be at the employee's expense.
46

1 **6. TIME LIMITS.**

2
3 The parties to any grievance shall make an effort to adhere to the time limitations set
4 forth in this policy; however, nothing in this policy shall be construed to be a limitation
5 of the parties' ability to agree to extend or suspend any time limit herein.
6

1
2
3
4
5 **ARTICLE 6**
6 **SENIORITY**

7 **1. DEFINITION.**

8 "Seniority" means an employee's length of continuous full-time service with the TOWN
9 since the employee's last date of hire.

10 **2. INITIAL PROBATIONARY PERIOD.**

11 New members of the department shall be added to the seniority list six (6) months from
12 their date of employment, unless the Chief either extends their probationary period for an
13 additional three (3)- or six (6) ~~(3)~~-month period or terminates their employment as
14 provided herein.

15 The TOWN, acting through the Chief, shall have the right to terminate such employees
16 during their probationary period. The Chief's decision to terminate shall not be subject to
17 review either as a disciplinary action or as a grievance. When a probationary employee
18 has satisfactorily completed his probationary period, he shall be added to the seniority
19 list.

20 **3. BREAK IN CONTINUOUS SERVICE.**

21 For the purpose of this article, lay-off or authorized leaves of absence shall not constitute
22 a break in continuous service; however, no benefits shall accrue during such periods,
23 except as otherwise required by law or provided by this agreement.

24 **4. SENIORITY LISTS.**

25 On January 1st of each year, the Chief shall post on the bulletin board, a seniority list
26 showing the continuous service of each employee. A copy of the seniority list will be
27 furnished to the local UNION when it is posted.

28 **5. LAY-OFFS.**

29 In the event it should become necessary to lay off employees for any reason, employees
30 on initial probationary status shall be laid off first and other employees shall be laid off in
31 the inverse order of seniority.

32 Employees on lay-off shall have the right of first refusal for any *per diem* shift(s) for one
33 (1) year following the original date of lay-off or until the employee is recalled or accepts
34 other employment, whichever occurs first.

1 **6. RECALL.**

2

3 Employees shall be recalled from lay-off in the inverse order from which they were laid
4 off, provided recall is within one (1) year of the original date of lay-off.

5

6 No new employees shall be hired until all employees on lay-off have been given ten (10)
7 calendar days' notice to report to work and have failed to do so. Employees so notified
8 must respond to the Town within two (2) days of their intent to return to work on the date
9 specified for recall; provided that, if any employee has accepted other employment and
10 intends to return to work and must give notice to the other employer and so informs the
11 Town, the date specified for recall shall be extended for the period of notice required by
12 the other employer, not to exceed two (2) weeks.

13

1
2
3
4
ARTICLE 7
WAGES

5. **WAGE RATES.**

7 The wage scale for bargaining unit employees is outlined in Appendix A of this
8 Agreement. Employees shall be eligible for step increases based on time-in-grade from
9 the anniversary of their employment and a satisfactory performance evaluation, except
10 that employment anniversary dates occurring during the three years from July 1, 2009
11 through June 30, 2012 shall not be counted toward step eligibility. Employee
12 performance evaluations shall be conducted annually not later than the month prior to the
13 employee's anniversary of employment.

14. **OVERTIME.**

17 Employees shall be paid at the rate of time and one-half (1 1/2) their basic hourly rate for
18 all hours of work in excess of their regularly scheduled work week ; except that
19 employees will be allowed to work up to eleven (11) hours per week of per diem shifts
20 under the same terms and conditions as other department members for the duration of this
21 Agreement, such hours to be paid at the employee's regular rate of pay for all per-diem
22 hours worked up to a total of fifty-three (53) hours worked per week, after which all
23 hours shall be paid at the rate of time and one-half (1 ½).

25 For the purpose of computing overtime, sick leave shall not be considered as hours
26 worked unless an employee is ordered in to fill a shift.

27. **CALL BACK & HOLD OVER.**

30 Any employee called to work or required to stay outside of his regularly scheduled shift
31 shall be paid for a minimum of two hours at the rate of time and one-half. Employees
32 who are held over for more than two hours will be moved to the bottom of the force-in
33 list.

34. **CLOTHING ALLOWANCE.**

37 Uniforms or protective clothing for any employee required to wear a uniform or
38 protective clothing as a condition of employment shall be furnished to the employee by
39 the employer up to \$250.00.

41 Clothing will be repaired or replaced on an as-needed basis, cost of which is to be paid
42 for by the employer. Repair or replacement shall be at the sole discretion of the TOWN
43 according to its policies.

1 The TOWN will reimburse each employee up to ~~two hundred dollars (\$200.00)~~
2 four hundred (\$400) toward the purchase of a "Class A" uniform meeting the requirements for
3 such uniform as established by the Chief.

4

5 **EDUCATIONAL INCENTIVE.**

6

7 Since both the TOWN as well as employee profit from education training opportunities,
8 the TOWN shall identify appropriate training programs which are available at reasonable
9 cost to the Town, will contribute to improving employee performance, and more efficient
10 and effective operations.

11

12 **A. DEGREE PROGRAMS**

13

14 The Chief, in his discretion, may authorize attendance at courses leading to an
15 academic degree in fire service, emergency medicine, business or public
16 administration, natural, life, or health sciences. When attendance at such a course
17 would interfere with an employee's regular work schedule, the Chief will make a
18 reasonable effort to accommodate the employee, provided that such adjustments
19 will neither disrupt the normal operation of the department nor place an
20 unreasonable burden on other employees.

21

22 Any employee wishing to utilize this program will submit a written proposal to
23 the Chief for the approval prior to enrolling in the program. The proposal will
24 outline any schedule conflicts and the employees proposed solution to resolve
25 those conflicts as well as any financial assistance requested or anticipated from
26 the Town.

27

28 An employee who successfully completes such a course shall be entitled to the
29 following reimbursement of his tuition costs for not more than two (2) courses per
30 calendar year:

31

GRADE	PERCENTAGE OF REIMBURSEMENT
--------------	------------------------------------

32

33 B- or better 100% (any "B" letter grade or higher or "passed" if any
34 course is taken on a "pass-fail" basis)

35

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

37

38 An hourly incentive of \$0.~~10-25~~ will be paid to each employee that has received a
39 two year academic degree or equivalent. An additional \$0.~~10-25~~ hourly incentive
40 will be paid to each employee that has received a four year academic degree. Or
41 an hourly incentive of \$0.25 for military active duty – educational or military –
42 not both.

43

44

45 **B. NON-DEGREE PROGRAMS VOLUNTARY TRAINING**

46

1 Where attendance at a training program or school is not ordered by the Chief,
2 Standard Operating Guideline #120, as mutually agreed upon by both parties,
3 shall apply. but he authorizes and approves participation, an employee who
4 attends such a program shall be reimbursed only for reasonable travel expenses.
5
6

1 **6. OFFICER-IN-CHARGE INCENTIVE.**

2
3 An officer-in-charge (OIC) stipend of \$0.50 per hour will be paid to employees for each
4 hour worked during any shift or portion of any shift 0700 to 0700, after being designated
5 by the Chief or his designee.

ARTICLE 8 HOURS OF WORK

1. PAY PERIOD.

The regular pay period shall consist of a two week period.

2. WORK PERIOD.

The standard work period for unit employees shall be an average of forty-two (42) hours per week according to a schedule of either:

- 24 hours on, 2 days off, 24 hours on, 4 days off or
- Four (4) 12 hour shifts, four days off.

3. WORK SCHEDULES.

Unit employees will be assigned to a work period by choice, according to seniority following the annual posting of the seniority list under Article 6 Section 4, such election to be made by the employee within ten (10) calendar days, otherwise by the chief's discretion.

Work schedules showing the employee's shift, work days and hours shall be posted on the departmental bulletin board at all times.

4. OVERTIME DISTRIBUTION.

The opportunity for overtime work shall be distributed equally to all employees. On each occasion when overtime is available, the opportunity to work overtime shall be offered to the employee in accordance with the "overtime rotation list." ~~If the employee does not accept the assignment, the next employee shall be offered the assignment. The procedure shall be followed until the required employees have been selected for the overtime work. Employees who refuse an overtime assignment shall be charged with the time refused for the purpose of equalization of overtime hours. Standard Operating Procedure #122, as mutually agreed upon by both parties, will outline the process for overtime distribution.~~

The Chief may deny overtime to any employee when, in his discretion, the overtime would impair the ability of the employee to perform his duties.

For the purpose of computing overtime, sick leave shall not be considered as hours worked unless an employee is **ordered to work** overtime to fill a shift.

Firefighter/Paramedic, Firefighter/EMT – Basic and Firefighter/EMT – Advanced will have preference to overtime, by rotation for their assigned job classification. When personnel exceed minimum qualifications for a job classification other than their assigned

1 job classification they will be eligible for the overtime by rotation prior to
2 forced/mandatory overtime being applied.

3
4 Unit employees may not work more than forty-eight (48) continuous hours without the
5 Fire Chief's approval.
6
7

1 5. SHIFT SWAPS.

2
3 Employees may swap work shift assignments, with equally trained personnel of the same
4 classification, or contiguous portions thereof, with not less than twenty-four (24) hours
5 written notice to the Chief. The Chief may deny any work shift swap when, in his
6 discretion, the swap would impair the ability of an employee to perform his duties, or if
7 the swap would incur additional overtime expense. The Chief may, at his discretion,
8 approve shift swaps with less than twenty-four (24) hours' notice. Employees shall be
9 allowed to initiate not more than ten (10) shift swaps per contract year. Swaps are to be
10 completed within thirty (30) days. Substitutions will not ordinarily be permitted for more
11 than two (2) consecutive shifts. The Town shall not be responsible for enforcing any
12 agreement made between employees, and shall be under no financial obligation to the
13 substitute. OIC pay will be applied to the senior employee who is present and on duty for
14 their assigned shift.

15
16 6. MINIMUM STAFFING

17
18 In an effort to ensure a safe and effective response to the community there will be a
19 minimum of four (4) qualified personnel on duty at a time. This will be accomplished
20 using our current combination staffing schedule of full time and per-diem personnel. In
21 the event that a per-diem shift cannot be filled with per-diem staff with 12 hours' notice,
22 the shift or partial shift that would result in less than four personnel on duty will be
23 offered as overtime to full time personnel and filled using the overtime rotation policy. If
24 the shift cannot be filled and is greater in length than two hours then the forced overtime
25 process will be applied.

26
27 7. FORCED/MANATORY OVERTIME

28
29 Forced/Mandatory overtime will be defined as overtime caused by an opening in a shift
30 that is not covered by voluntary overtime or by per-diem coverage. Forced/Mandatory
31 overtime will be used after exhausting voluntary overtime and the use of per-diems to fill
32 vacant full-time shifts.

33
34 A forced rotating overtime list will be maintained by the administration and subject to
35 review by personnel covered by this agreement.

36
37 Any new or promoted employees shall be added to the top of the forced overtime list for
38 their job classification.

39
40 Using the Forced/Mandatory overtime rotation, the first employee contacted shall be
41 forced to report to, or remain on duty. The forced overtime coverage shall assure that
42 minimum staffing of the full time shifts is maintained. If coverage is not obtained prior
43 to shift change, then the on-duty employee of that job classification will be forced to
44 remain on duty until relief coverage is obtained.

1 Members who have been forced, but whom refuse to come in or stay on duty, without
2 approved cause will be rotated to the bottom of the voluntary overtime list for three (3)
3 rotations.

4
5 The Labor Management Committee will develop S.O.P. #122 defining “contacted,”
6 “without approved cause” and any other issues relating to the process.

7

1
2
3
4
5 **ARTICLE 9**
6 **HOLIDAYS**

7 **1. RECOGNIZED HOLIDAYS.**

8 The following holidays shall be observed:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Columbus Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day

16 **2. HOLIDAY PAY.**

17
18 Employees shall be paid ~~eight (8)~~ten (10) hours regular pay for each holiday. Employees
19 required to work on holidays will receive holiday pay at straight time in addition to
20 regular wages at time and one-half for hours worked, except for Christmas and
21 Thanksgiving when they shall receive holiday pay at straight time in addition to double-
22 time for hours worked. Holiday pay will be paid for the actual twenty-four hour calendar
23 day midnight to midnight.

24
25 Holidays which fall within an employee's scheduled vacation leave time shall be paid as
26 holiday hours, and shall not be charged against the employee's accrued vacation time.
27
28

1
2
3
4
5 **ARTICLE 10**
6 **VACATION**

6
7 **1. ACCRUAL.**

8
9 Employees shall accrue vacation time according to the following schedule:
10
11

12
13 A. Eighty (80) hours per year, accruing at the rate of 3.0769 hours per bi-weekly pay
14 period, from the date of hire through the completion of six (6) years of continuous
15 employment.
16
17 B. One hundred twenty (120) hours per year, accruing at the rate of 4.6154 hours per
18 bi-weekly pay period, after the completion of six (6) years of continuous
19 employment.
20
21 C. One ~~hundred sixty~~^{hundred sixty} (160) hours per year, accruing at the rate of
22 6.1538 hours per bi-weekly pay period, after the completion of eleven (11) years
23 of continuous employment.

24
25 Employees shall be allowed to have accrued, unused balances of vacation time up to
26 twice the applicable annual accrual rate.
27
28

29 **2. PAY OUT.**

30
31 Accrued, unused and unpaid vacation time shall be paid as part of final pay upon
32 termination of employment, subject to any final withholding by the town; however,
33 employees who voluntarily terminate their employment without notice as required by this
34 AGREEMENT shall forfeit any and all remaining accrued, unused and unpaid vacation
35 time.
36
37

38 During the period from April 1 through May 31, or October 1 through November 30,
39 inclusive, of each year an employee may elect to deduct from and be paid for up to one-
40 quarter (1/4, or 25%) of their accrued, unused vacation time, and shall make such election
41 in written form to be determined by the finance office. Such vacation time deduction and
42 payment shall be made in the next available pay period following the employee's
43 election. This may only be done once per calendar year.
44
45

46 **3. VACATION SCHEDULING.**

47
48 Vacation time shall be scheduled consistent with departmental needs. Employees must
49 request to schedule vacation time with their supervisors with as much advance notice as
50 is practical and possible. Vacation time requests may be refused, or rescheduled, at the
51 discretion of the supervisor.
52
53

1 Vacation time shall be taken in increments of half-shifts (12 hours) or whole shifts (24
2 hours) only.

3
4 As outlined in Article 9 of this agreement, holidays which fall within an employee's
5 scheduled vacation time shall be paid as holiday hours, and shall not be charged against
6 the employee's accrued vacation time.
7

8 Employees may remain on the overtime list during vacations but may not be forced in;
9 however, employees are responsible for notifying the Chief in writing of their availability
10 for voluntary overtime.
11

12 Employees may not be held over on the last shift worked before scheduled vacation days,
13 nor may an employee be forced to work overtime on days prior to or days off after a
14 scheduled vacation period except when a state of emergency has been declared and an
15 employee is reasonably available to respond.
16

17 Employees may cancel scheduled vacation unless and until that shift has been filled.
18

ARTICLE 11 LEAVES OF ABSENCE

1. SICK LEAVE.

- A. Regular full time employees earn sick leave at the rate of ninety-six (96) hours per year at the rate of 3.6923 hours per bi-weekly pay period, and may accumulate no more than seven hundred twenty (720) hours.
- B. Sick leave may be granted, with at least two (2) hours' notice by the employee, for any of the following reasons:
 - Personal illness or injury,
 - Personal medical or dental appointments which cannot be scheduled during other than working hours, or
 - Absence required by serious illness or disability of a member of the employee's immediate family. Immediate is defined as spouse, mother, father, mother-in-law, father-in-law, son, daughter, or other person who has lived in the employee's household to have attained such status.

Sick Leave can be utilized in increments of one (1) hour. Sick leave usage may be denied by the Chief or his designee in the event the required notice is not provided by the employee.

- C. The Chief may require a certificate from a qualified physician certifying an employee's continued absence from work. A certificate of "fitness to return to work" from a physician may also be required.
- D. Misuse or abuse of sick leave may be cause for disciplinary action and may negatively affect the employee's performance evaluation.
- E. Upon termination of employment, any employee who has five (5) ~~years of~~ ~~employment will~~ be paid one-half regular pay for accumulated sick leave. In the event of an employee's death, the Town will pay accumulated sick leave benefits, as described above, to the employee's family. Employees who fail to provide proper notice of termination shall not be eligible for this benefit.

2. BEREAVEMENT LEAVE.

The purpose of bereavement leave is to attend funerals or memorial services, making arrangements for such services, attending burials, or attending to family as a result of a death. Leave with pay shall be granted to regular full and part-time employees for up to three (3) days, not necessarily consecutively but reasonably proximate to the death, funeral, memorial service, burial, or other similar event, upon the death of a parent,

1 spouse, brother, sister, child, grandparent, mother-in-law, father-in-law, brother-in-law,
2 sister-in-law or any other person who has lived in the employee's household. Special
3 consideration may be made by the Chief when exceptional or unusual circumstances are a
4 factor. Leave may be granted at the discretion of the Chief to attend the funeral of a
5 relative (other than those listed above) or friend.

6

7 **3. JURY DUTY.**

8

9 Employees will be paid their regular rate of pay to an employee while on jury or witness
10 duty. The employee shall reimburse the TOWN by surrendering all jury pay to the
11 TOWN immediately upon its receipt. It is expected that employees will report to work
12 each day and perform their regular duties during established working hours, except for
13 the time actually engaged in jury service or in transportation to or from the place of jury
14 service.

15

16 Any Town designated Holiday falling during the employee's absence due to jury or wit-
17 ness duty shall be paid.

17

18 **4. FAMILY MEDICAL LEAVE.**

19

20 The policy for the Family Medical Leave Act for bargaining unit employees is outlined in
21 Appendix B of this agreement as mutually agreed to by the parties.

22

23 **5. NON-JOB RELATED INJURIES/ILLNESSES.**

24

25 Unit employees must use accrued, unused leave to cover any eligible/approved leave,
26 including leave under Article 11 Section 4 until exhausted, after which such leave will be
27 unpaid.

28

29

30 Leave may be extended for additional periods of up to twelve (12) weeks at a time with
31 proper medical certification from the employee's treating physician, and at the chief's
32 discretion, such leave generally not to exceed one (1) year from the date such leave
33 began. After this, unpaid leave may be extended at the town manager's discretion for
34 additional periods of time on a case-by-case basis for any unit employee who is able to
35 demonstrate through appropriate medical certification that they will be able to return to
36 full duty without restrictions within a reasonable period of time; otherwise the TOWN
37 may terminate the employee's employment for non-disciplinary reasons pursuant to this
38 agreement.

39

40 Unit employees on unpaid leave may remain on TOWN sponsored insurance plans at
41 their own cost, in full, and shall not be entitled to any TOWN paid benefits or creditable
42 service earning, nor will they accrue any other types of leave while they remain on any
43 unpaid leave.

1 **6. FILLING VACANCIES DURING LONG-TERM INJURIES OR ILLNESSES**

2
3 A vacancy created by a unit employee's long term injury/illness will normally be filled
4 by another bargaining unit employee on overtime. However, should the long-term
5 injury/illness exceed twelve (12) weeks, the parties agree that the Employer may fill these
6 vacancies utilizing qualified per diems or temporary employees until the employee
7 returns to work.

1
2
3
4 **ARTICLE 12**
5 **INSURANCES**

6 **1. HEALTH AND DENTAL INSURANCE.**

7
8
9
10 A. Employees shall be eligible to enroll in a health insurance plan, the same as or
11 comparable to that provided to non-union TOWN employees (which, beginning
12 January 1, 2013, consisted of the Maine Municipal Employees Health Trust PPO-
13 500 plan together with a Town-funded health reimbursement account for each
14 participating employee annually in the amount of the coinsurance under the plan,
15 or ~~\$1,000~~1,500 for individuals and ~~\$2,000~~3,000 for employee/spouse,
16 employee/child(ren) or family), following completion of thirty (30) days of
17 employment.

18
19 The TOWN shall pay 90% of the cost of health insurance coverage for the
20 employee only. The TOWN shall pay 75% of the additional cost of any health
21 insurance covering eligible dependents.

22
23 Monthly premiums not covered by the TOWN will be deducted bi-weekly from
24 the employee's paycheck. Employees who elect not to enroll in the health
25 insurance plan are eligible for a forty percent (40%) reimbursement of the
26 premium eligibility. Employees who do not choose to enroll in the health
27 insurance plan must show proof that they are covered by another health insurance
28 policy. Payment of the forty percent (40%) premium reimbursement will be done
29 on a biweekly basis and included in the employee's regular pay check. In the
30 event an employee wishes to enroll in the Town insurance plan at a later date,
31 they are required to show proof of insurability/good health.

32 B. Employees shall be eligible to enroll in a dental plan, the same as or comparable
33 to that provided to non-union TOWN employees, following completion of thirty
34 (30) days of employment. The TOWN shall pay ~~\$0~~100% of the cost of dental
35 coverage for the employee only. Monthly premiums not covered by the TOWN
36 will be deducted bi-weekly from the employee's paycheck.

37 **2. DISABILITY INSURANCE.**

38 The TOWN shall make available short term disability income protection and long term
39 disability insurance, subject to the minimum participation requirements of the insurance
40 carrier, following completion of thirty (30) days of employment. The entire cost of this
41 benefit shall be paid by the employee.

42 **3. LIFE INSURANCE.**

43
44 Employees who enroll in the health insurance program shall be provided life insurance in
45 the amount of one times (1x) their annual salary, which takes effect on the first day of the

1 second month following the date of employment. The entire cost of this coverage is paid
2 by the TOWN.

3
4 Employees who do not elect to enroll in the health insurance program are not eligible for
5 paid life insurance.

6
7

ARTICLE 13 RETIREMENT

1. ELIGIBILITY.

Employees may participate in the TOWN's deferred compensation retirement program under Internal Revenue Code Section 457 or in the Maine PERS Special Plan 3C.

Employees electing to participate in Maine PERS Special Plan 3C will be eligible to establish and contribute to accounts under the TOWN's 457 deferred compensation plan but shall not be eligible for any matching contribution.

2. CONTRIBUTIONS: VESTING.

Employees shall be eligible to contribute to the program ~~after completion of the initial probationary period~~immediately upon hire. For employees' not participating in Maine PERS ~~and upon the employee's completion of two (2) years of continuous employment~~, the Town will match the employee's contribution to a maximum of six percent (6%) of ~~regular~~actual pay. The employee shall be vested immediately in 100% of any contributions made by the Town.

ARTICLE 14 DISCIPLINARY ACTION

1. DISCIPLINE FOR JUST CAUSE.

Employees may be subject to discipline for just cause. Disciplinary action may include, but not be limited to, verbal warning, written warning, suspension or termination.

2. APPEALS FROM DISCIPLINARY ACTION.

Employees shall have the right to appeal any disciplinary action in accordance with the provisions of Article 5, Paragraphs 4 and 5.

ARTICLE 15

TERM OF AGREEMENT

This agreement shall be effective from and after July 1, 2016-2019 and shall remain in full force and effect until June 30, 2019-2022.

If any article or section of this contract, or if any riders thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and if any rider thereof, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

This agreement represents the total understanding of the parties. The parties to this agreement further agree that matters raised during the negotiations of this agreement or covered by this agreement shall not be subject to bargaining during the term of the agreement except by mutual consent of the parties.

The parties further agree, that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this Agreement shall remain in full force and effect throughout the duration of this Agreement subject to established procedures for changing these negotiable benefits or terms and conditions of employment.

In witness whereof, the Town has caused this agreement to be executed and its corporate seal to be affixed by its Town Manager, thereunto duly authorized, on the _____ day of _____, 2019⁹⁷, and the Union has caused this instrument to be signed by its vice president and representative, thereunto duly authorized on the _____ day of _____, 2019⁹⁷.

SIGNED, SEALED AND DELIVERED THE TOWN OF WINDHAM
IN THE PRESENCE OF:

BY.

Anthony T. PlantePhyllis A. Moss
Town ManagerHuman Resources Director

GWPFIAFF LOCAL 4095

BY:

Shane E. Taylor, Vice President
GWPFA/IAFF Local 4095

1 **ARTICLE 16**

2
3 When daytime on-duty line staff exceeds half full-time and half per-diem, four new shift
4 supervisors will be implemented. This does not include the Mechanic or Fire Inspector and will
5 be contingent on budget approval by the Council.

6

1
2
3
4
APPENDIX A
UNIT EMPLOYEE WAGES

1. Wage Scale

Steps	1	2	3	4	5	6	7	8
<u>Firefighter/Paramedic</u>	<u>Date of hire to 1 year complete</u>	<u>> 1 year to 2 years complete</u>	<u>>2 years to 3 years complete</u>	<u>> 3 years to 4 years complete</u>	<u>> 4 years to 5 years complete</u>	<u>> 5 years to 7 years complete</u>	<u>> 7 years to 10 years complete</u>	<u>10 > years to 15 years complete</u>
<u>7/1/2019 - 6/30/2020</u>	<u>20.297</u>	<u>20.703</u>	<u>21.117</u>	<u>21.540</u>	<u>21.971</u>	<u>22.411</u>	<u>22.857</u>	<u>23.3</u>
<u>7/1/2020 - 6/30/2021</u>	<u>21.109</u>	<u>21.531</u>	<u>21.962</u>	<u>22.402</u>	<u>22.850</u>	<u>23.307</u>	<u>23.771</u>	<u>24.2</u>
<u>7/1/2021 - 6/30/2022</u>	<u>21.953</u>	<u>22.393</u>	<u>22.840</u>	<u>23.298</u>	<u>23.764</u>	<u>24.240</u>	<u>24.722</u>	<u>25.2</u>
<u>Steps</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>Firefighter-Basic</u>	<u>Date of hire to 1 year complete</u>	<u>> 1 year to 2 years complete</u>	<u>>2 years to 3 years complete</u>	<u>> 3 years to 4 years complete</u>	<u>> 4 years to 5 years complete</u>	<u>> 5 years to 7 years complete</u>	<u>> 7 years to 10 years complete</u>	<u>10 > years to 15 years complete</u>
<u>7/1/2019 - 6/30/2020</u>	<u>17.297</u>	<u>17.703</u>	<u>18.117</u>	<u>18.540</u>	<u>18.971</u>	<u>19.411</u>	<u>19.857</u>	<u>20.3</u>
<u>7/1/2020 - 6/30/2021</u>	<u>17.989</u>	<u>18.411</u>	<u>18.842</u>	<u>19.282</u>	<u>19.730</u>	<u>20.187</u>	<u>20.651</u>	<u>21.1</u>
<u>7/1/2021 - 6/30/2022</u>	<u>18.708</u>	<u>19.148</u>	<u>19.595</u>	<u>20.053</u>	<u>20.519</u>	<u>20.995</u>	<u>21.477</u>	<u>21.9</u>
<u>Steps</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>Firefighter-Advanced</u>	<u>Date of hire to 1 year complete</u>	<u>> 1 year to 2 years complete</u>	<u>>2 years to 3 years complete</u>	<u>> 3 years to 4 years complete</u>	<u>> 4 years to 5 years complete</u>	<u>> 5 years to 7 years complete</u>	<u>> 7 years to 10 years complete</u>	<u>10 > years to 15 years complete</u>
<u>7/1/2019 - 6/30/2020</u>	<u>18.797</u>	<u>19.203</u>	<u>19.617</u>	<u>20.040</u>	<u>20.471</u>	<u>20.911</u>	<u>21.357</u>	<u>21.8</u>
<u>7/1/2020 - 6/30/2021</u>	<u>19.549</u>	<u>19.971</u>	<u>20.402</u>	<u>20.842</u>	<u>21.290</u>	<u>21.747</u>	<u>22.211</u>	<u>22.6</u>
<u>7/1/2021 - 6/30/2022</u>	<u>20.331</u>	<u>20.770</u>	<u>21.218</u>	<u>21.675</u>	<u>22.141</u>	<u>22.617</u>	<u>23.100</u>	<u>23.5</u>

Steps	1	2	3	4	5	6	7	8	9
	<u>Date of hire to 1 year complete</u>	<u>> 1 year to 2 years complete</u>	<u>>2 years to 3 years complete</u>	<u>> 3 years to 4 years complete</u>	<u>> 4 years to 5 years complete</u>	<u>> 5 years to 7 years complete</u>	<u>> 7 years to 10 years complete</u>	<u>10 > years to 15 years complete</u>	<u>> 15 years of service</u>
January 2017 - June 30 2017	18.759	19.135	19.517	19.908	20.307	20.713	21.126	21.549	21.979
July 1 2017 - June 30 2018	19.134	19.517	19.907	20.306	20.713	21.127	21.548	21.979	22.414
July 1 2018 - June 30 2019	19.516	19.907	20.305	20.712	20.126	21.549	21.978	22.418	22.862

5
6 2. Unit Employee Bonus.

7
8 Upon the execution of this agreement each bargaining unit employee shall receive a
9 one-time payment of \$750.00.
10

1 **3. Cost of Living Adjustment.**

2
3 The parties agreed that unit employees shall receive a cost of living adjustment as
4 follows:

5
6 January July 1, 20179-to June 30, 20172020 24% Pay Adjustment +
7 Longevity
8 July 1, 20172020 to June 30, 20182021 24% Pay Adjustment + Longevity
9 July 1, 20182021 to June 30, 20192022 24% Pay Adjustment + Longevity

10 **4. Longevity Pay for Unit Employees.**

11 For purposes of this section, time served shall be calculated beginning with the
12 employee's original date of hire. The longevity pay will be paid following a satisfactory
13 evaluation and the recommendation of the appropriate Department Head and Town
14 Manager. The total amount of the longevity pay for unit employees will be paid in
15 accordance with the following schedule:

16 12 Years to and including 14 years \$500
17 15 Years to and including 19 years \$750
18 20 or More Years \$1,000 plus \$100 per year for each year completed over twenty.

1 **5. New Hires.**

2

3 The parties agreed, that new hires may be placed on the wage schedule at entry on the
4 step consistent with the employee's years of experience at the level of certification
5 required, and may – at the chief's discretion – be credited for up to one (1) week of
6 vacation time, but shall not receive any other service or seniority-based benefits under
7 this agreement until they have met those requirements in service to the Town of
8 Windham

9

APPENDIX B

FAMILY MEDICAL LEAVE ACT POLICY

Copy attached.