

Collective Bargaining Agreement

between the

Town of Windham, Maine

and the

I.A.F.F. Local 4095



July 1, 2025 through June 30, 2028

AGREEMENT

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

ARTICLE 1
RECOGNITION

Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Title 26 M.R.S.A. Chapter 9-A, as amended), the TOWN recognizes the UNION as the exclusive collective bargaining agent for the bargaining unit as agreed between the parties on April 17, 2001, consisting of full-time Firefighter/Paramedics. Effective July 1, 2022, the bargaining unit will consist of full-time Captains, Firefighter/Paramedics, Firefighter EMT – Basic, and Firefighter EMT – Advanced.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

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.

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

However, upon receipt of such proposed change(s), the Union shall have ten (10) working days to notify the Town of its intent to negotiate the proposed changes pursuant to Title 26 and this 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. Employees may not conduct work for any other business or employer while on duty.

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.

The TOWN shall deduct union dues upon receipt of a signed authorization from an employee. The signed authorization for deduction of dues shall be substantially on the form attached hereto

1 for illustration and marked Exhibit A. In the event of a change in the amount of dues during
2 the term of this agreement, the UNION shall so inform the TOWN in writing. After receipt of
3 same, employees who had previously signed authorization forms shall be deemed to have
4 authorized the increase.
5

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

10 **6. INDEMNIFICATION.**
11

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

16 **7. REVOCATION OF AUTHORIZATION.**
17

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

23 **8. UNION MEETINGS.**
24

25 UNION members may conduct meetings during working hours by notifying the Chief within
26 48 hours of the meeting.
27

28 **9. CHANGE IN UNION REPRESENTATIVES**
29

30 Any change in President, Vice-President, Steward, or Treasurer shall be conveyed to the Fire
31 Chief effective with the change.
32

33 **10. OUTSIDE EMPLOYMENT**
34

35 Unit employees must notify the Chief of any outside employment (resulting in taxable income)
36 as soon as practicable. Any injuries or exposures received at that outside employment within
37 24 hours. Any injuries resulting in medical care, will require a doctor's note. The purpose of
38 this requirement is to avoid any complications with Worker's Compensation payments and
39 reporting.
40

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.

The goals and objectives of this committee are as follows:

- To further the Fire-Rescue Department's Mission by using the "Brainstorming Process"
- To foster a productive and cost-effective service to the citizens of Windham
- Ensure thoughtful, productive, and accurate communication among all Fire-Rescue Department employees
- Enhance living/working conditions for all Fire-Rescue Department employees.

Section 4: Committee Structure and Conduct: The Labor/Management Committee shall consist of three Union Representatives (Two representatives from the Union E-Board and one from the membership who does not hold rank or title in either the department or labor organization). Three Representatives from department administration and two representatives (if available) from the department call company/per-diem personnel. Nothing in this agreement will restrict the parties from expanding their size by inviting others to assist the committee in meeting its goals and objectives. Any adjustment of the committee will be based on a majority consensus of the sitting committee.

The Committee shall also have the authority to appoint sub-committees and/or working groups, either standing or temporary, to assist in addressing any of the matters properly raised to the committee and/or to carry out its purpose.

Section 5: Committee Meetings, Agenda and Quorum: The Committee shall meet on request of either group and/or at least quarterly to discuss all matters of mutual concern. The meeting format, meeting date/times, meeting duration, location, and agenda development will be determined by the committee within one week of a scheduled meeting. A meeting quorum will consist of a minimum of one for each group and five committee members.

1 **Section 6: Minutes:** The parties agree that minutes will be maintained and may be recorded or
2 written for all meetings and will be available as determined by the committee.
3

4 **Section 7: Information and Data:** The parties agree, that both labor and management will
5 provide whatever information and/or data they control or have access to that is necessary and
6 relevant for all committee and sub-committee members to have a full and complete
7 understanding of the facts related to the issues before them in order to fulfill their respective
8 representational responsibilities and to make informed decisions while serving on the
9 Labor/Management Committee.
10

11 **Section 8: Decisions:**
12

- 13 a. Decision making within the Labor/Management Committee shall be based on consensus.
14 For the purpose of this agreement, consensus is defined as a unanimous decision of the
15 majority of the committee member's present. The parties must ensure that all issue(s) are
16 fully discussed prior to reaching a decision. Once a decision is reached, it shall be supported
17 by all members of the committee. This will be considered "first reading."
18 a. If consensus is not reached, the issue(s) may be submitted for bargaining as
19 appropriate through normal negotiation procedures to the terms and conditions of
20 the CBA. Though the parties will strive to address their issues and/or resolve their
21 conflicts through the Labor/Management Committee, submission to the committee
22 does not constitute an exhaustion requirement with respect to any of the parties'
23 statutory or contractual rights.
24 b. All decisions of the committee will be taken back to each respective group affected for
25 general consensus. The parties agree that Labor/Management Committee decisions, arrived
26 at through consensus, constitute waivers of any rights that may exist to seek redress of that
27 matter through any other forum, except as may be prohibited by law. The parties agree that
28 under no circumstances shall an agreement reached by the committee modify the current
29 CBA. Decisions relating to policy specific to the CBA will be subject to confirmation vote
30 of the union membership.
31 c. "Second Reading" will follow at the next scheduled Labor/Management meeting after each
32 party has received input and consideration of any feedback. Following second reading the
33 group will ensure consensus still exists and if so the decision will be finalized.
34

35 All decisions of the Labor/Management Committee will be published jointly. All decisions will
36 be posted for a ten (10) day period as a result of the committees' actions.
37

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 and given to the Chief (or designee, if unavailable) 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 grievance arises from an alleged act or omission on the part of the Chief, the grievance shall be filed with

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

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

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

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

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

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

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

38 5. **ADVOCATE.**

39

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

1 6. **TIME LIMITS.**
2

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

**ARTICLE 6
SENIORITY**

1. DEFINITION.

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

2. PROBATIONARY PERIOD.

New members of the department will be on probation for one year after hire. Performance reviews will be completed by their shift supervisors and the Deputy Chief no later one week before their sixth-month probationary period and no later than one week before their one-year anniversary.

The initial probationary period may be extended for a reasonable period of time to allow for, and is limited to, attainment of meeting minimum qualifications for training, certification, and licensing. A reasonable period of time will take into consideration class availability/enrollment and will allow for up to two chances to successfully complete licensing/certification requirement.

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

Members of the department who have been promoted will be placed on a one-year probationary period. Performance reviews will be completed by their supervisor no later than one week prior to their six-month anniversary and in the week prior to their one-year anniversary.

The TOWN, acting through the Chief, shall have the right to demote such employees during their promotional probationary period. The Chief's decision to demote shall not be subject to review either as a disciplinary action or as a grievance. The member will return to the previously held position prior to promotion.

3. BREAK IN CONTINUOUS SERVICE.

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

4. SENIORITY LISTS.

In January of each year, the Chief shall post two seniority lists. The first shows the continuous service of each employee. The second list by officer time in grade. In instances where new promotional opportunities have been or are created, and multiple promotions may occur at one

1 time; the initial time in grade seniority will be established using department seniority. Any
2 promotions after the initial promotions will be based on appointment date.

3
4 **5. LAY-OFFS.**

5
6 In the event it should become necessary to lay off employees for any reason, employees on
7 initial probationary status shall be laid off first and other employees shall be laid off in the
8 inverse order of seniority.

9
10 Employees on lay-off shall have the right of first refusal for any *per diem* shift(s) for one (1)
11 year following the original date of lay-off or until the employee is recalled or accepts other
12 employment, whichever occurs first.

13
14 **6. RECALL.**

15
16 Employees shall be recalled from lay-off in the inverse order from which they were laid off,
17 provided recall is within one (1) year of the original date of lay-off.

18
19 No new employees shall be hired until all employees on lay-off have been given ten (10)
20 calendar days' notice to report to work and have failed to do so. Employees so notified must
21 respond to the Town within two (2) days of their intent to return to work on the date specified
22 for recall; provided that, if any employee has accepted other employment and intends to return
23 to work and must give notice to the other employer and so informs the Town, the date specified
24 for recall shall be extended for the period of notice required by the other employer, not to exceed
25 two (2) weeks.
26

ARTICLE 7
WAGES

1. WAGE RATES.

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

2. OVERTIME.

Employees shall be paid at the rate of time and one-half (1 1/2) their basic hourly rate for all hours of work in excess of their regularly scheduled work week; except that employees will be allowed to work up to eleven (11) hours per week of per diem shifts. Employees may submit availability monthly and will be scheduled for one shift a week if there is no per-diem available for their requested shifts. Employees may also sign up for a per-diem shift during the month after the schedule has been posted and must forfeit the per-diem shift if they have received voluntary overtime prior to the per-diem shift occurring. Such hours to be paid at the employee's regular rate of pay for all per-diem hours worked up to a total of fifty-three (53) hours worked per week, after which all hours shall be paid at the rate of time and one-half (1 1/2).

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

3. CALL BACK & HOLD OVER.

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

4. CLOTHING/ CELL PHONE ALLOWANCE.

Uniforms or protective clothing for any employee required to wear a uniform or protective clothing as a condition of employment shall be furnished to the employee by the employer. A clothing allowance up to \$750.00 for uniforms or any other item approved by the Chief.

The TOWN will purchase a "Class A" uniform in accordance with the uniform policy following the probationary period.

Each unit member will be reimbursed \$15.00 per month when the Chief is provided the summary page of the monthly phone bill.

5. EDUCATIONAL INCENTIVE.

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

A. DEGREE PROGRAMS

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

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

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

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

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

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

An hourly incentive of \$0.35 will be paid to each employee that has received a two-year academic degree or equivalent. An additional \$0.35 hourly incentive will be paid to each employee that has received a four-year academic degree. Or an hourly incentive of \$0.35 for military active duty – educational or military – not both.

B. VOLUNTARY TRAINING

Where attendance at a training program or school is not ordered by the Chief, Standard Operating Guideline #120, as mutually agreed upon by both parties, shall apply.

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

2
3 The top three candidates on the position promotion list will be eligible to act up into the vacant
4 position when overtime is available in that position. When acting in the position a \$2.50 per
5 hour stipend will be received for the hours worked.
6

7 **7. PROMOTIONS**

8
9 The promotional process will apply to the positions of full-time Captain and Lieutenant and
10 will be governed by adopted department policy and, ultimately, at the discretion of the Fire
11 Chief. Promotions will be posted internally. In instances where there are not three eligible
12 candidates for the position at the time of the process **(and there is a position to fill)** the Fire
13 Chief mayⁱ post the position internally and externally. At a minimum, the process will be
14 cumulative of points and will include a written test, oral board, and assessment center. The Fire
15 Chief will select from any of the top three candidates having the highest total score. The
16 decision of the Fire Chief will not be subject to the grievance procedure.
17

18 In the event the list has been exhausted, and a promotion is imminent a process will be initiated.
19 Otherwise, the promotional process will occur every other year. Members who would be
20 eligible for promotion based on years of experience and qualifications by the end of the
21 expiration of the list may complete the process but will not be eligible as an OIC or promotion
22 until all minimums have been achieved. The top three candidates on the promotional list will
23 be considered officer candidates and could be used as Officers in Charge to fill temporary or
24 long-term vacancies. If the vacancy is going to exceed four weeks an acting officer from the
25 list will be assigned the position. All promotions will start at step 1 of the respective position
26 wage scale.
27

28 **8. SPECIAL DUTY – DETAILS**

29 Special Duty Assignments are defined as one of two types.
30

31 A. Municipal Special Duty assignments:

32 When an additional unit and/or manpower is requested by the Fire Chief for, training,
33 mutual aid, special situation coverage, community sponsored events, athletic events or
34 other coverage. These details will be offered to all department personnel and do not
35 result in reimbursement back to the department.
36

37 Municipal Special Duty assignments shall be paid at the employee's overtime rate.
38

39 B. Outside Special Duty assignments:

40
41 When an additional unit and/or manpower is requested or required for plays, shows, and other
42 scheduled outside details where the department will be reimbursed for its costs.
43

44 Outside Special Duty assignments shall be paid at the employee's double time rate.
45

Staffing of Municipal or Outside Special Duty assignments and EMS license levels will be determined by the Fire Chief based on the specific event.

Members of the bargaining group will be given first opportunity to cover Outside Special Duty assignments through the voluntary overtime process. Municipal Special Duty Assignments will be first come first serve of all qualified department members. If no voluntary coverage is attained the forced overtime provision of the contract may take effect and will be noted with the posting of the detail.

If the detail is cancelled with less than 24 hours' notice the employee(s) will have the option to cancel without pay or report to work for the scheduled time of the assignment.

If less than 7-days' notice for an Outside Special Duty Assignment is provided, coverage shall be contingent on voluntary coverage the Forced Overtime provision will not apply. This does not apply to Municipal Special Duty assignments.

The minimum duration of all Special Duty assignments will be two (2) hours and will round up in one (1) hour increments.

9. PRECEPTOR STIPEND

Unit personnel precepting a student that is currently enrolled in a program of study that the department has a clinical contract with and meets the standard in SOP #307, will receive a \$2.00 per hour stipend for the time that they are actively precepting said student on shift.

10. FAILURE TO HOLD A VALID LICENSE

It is agreed that any employee may be suspended without pay if said employee shall fail for whatever reason, to have an active / valid license to operate a motor vehicle in the State of Maine within three months of hire and to maintain said license for the duration of employment.

It is agreed that any employee may be suspended without pay if said employee shall fail for whatever reason to have an active / valid Maine EMS license at the highest level obtained during employment.

A reduction in medical licensure will require review and approval of the Chief.

11. PROHIBITED CONDUCT

Any behavior that damages the reputation of the Town will result in unpaid leave pending an investigation. Such behaviors include, but are not limited to, violence against a person or persons or any felony investigation.

**ARTICLE 8
HOURS OF WORK**

1. PAY PERIOD.

The regular pay period shall consist of a two-week period. Each week starts at 0700 Monday morning and the prior shift week ends at 0659 Monday morning.

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. SHIFT BIDDING/WORK SCHEDULES.

Unit employees will have the ability to bid a station and/or work shift based on seniority.

Shift bidding will occur following a vacancy, creation of a new position, through written request where two employees agree to a shift transfer, for cause, subsequent to the Chief's approval, and annually in June which take effect the first pay week in August.

Changes in shift/work schedule will be made as close to the start of a rotation as possible. During a changeover week an employee will receive a minimum of a 42-hour work week in payroll and hours worked beyond 42 will be paid at time and a half.

The annual June bid will be used to balance shifts with adequate training levels to ensure distribution of personnel between stations and shifts to meet the departments deployment model, this will be done by seniority.

The Chief may initiate a shift transfer for cause or when changes in personnel or shift bidding could create two or more probationary personnel with the same assigned shift and/or station. The Chief may reassign personnel with two weeks' notice to ensure the balance of experience and seniority throughout all of the shifts. This will enhance the ability for mentorship, proper supervision, and time off scheduling. This shift transfer will be re-evaluated after six (6) months.

Work schedules showing the employees' shift, workdays and hours shall be posted and available 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." Standard Operating Procedure #122, as mutually agreed upon by both parties, will outlined 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 under forced/mandatory overtime to fill a shift.

Unit employees may work up to sixty (60) continuous hours. Once appropriately relieved the employee must have twenty-four (24) hours off during which time they are not eligible for forced mandatory overtime. This provision does not apply during a state of emergency or with the Chief's approval.

5. SHIFT SWAPS.

Employees may swap work shift assignments with equally trained personnel of the same classification, or contiguous portions thereof, and whom are not on their assigned shift with not less than twenty-four (24) hours' written notice to the Chief. The Chief may deny any work shift swap when, in his discretion, the swap would impair the ability of an employee to perform his duties, or if the swap would incur additional overtime expense. The Chief may, at his discretion, approve shift swaps with less than twenty-four (24) hours' notice. Employees shall be allowed to initiate unlimited swaps per contract year. Swaps are to be completed within forty-five (45) days. Substitutions will not ordinarily be permitted for more than two (2) consecutive shifts. The Town shall not be responsible for enforcing any agreement made between employees and shall be under no financial obligation to the substitute.

6. MINIMUM STAFFING.

In an effort to ensure a safe and effective response to the community, minimum staffing will be considered to be one less than the number of budgeted authorized full-time positions per shift. (Example: if there are 6 authorized full-time positions per shift, minimum staffing is 5.) Minimum staffing will apply during scheduling unless otherwise specified in SOP 122. When a new position has been budget authorized this section will not take effect until the position has been filled and is assigned a shift.

7. FORCED/MANATORY OVERTIME.

Forced/Mandatory overtime will be defined as overtime caused by an opening in a shift that is not covered by voluntary overtime or by per-diem coverage. Forced/Mandatory overtime will be used after exhausting voluntary overtime to fill vacant full-time shifts.

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

Any new employees shall be added to the top of the rotation list.

1 Using the rotation list from top to bottom, only the first eligible person on the list that meets the
2 minimum qualifications for the open position will be contacted for the force. Personnel on
3 approved training time will not be eligible for Forced/Mandatory Overtime during the time the
4 training is offered or 12 hours in advance of the training. Once a person is forced, they will
5 move to the bottom of the list. If coverage is not obtained prior to shift change, then the person
6 working that is highest on the list will be mandated to remain on duty until relief coverage is
7 obtained.

8
9 Members who have been forced, but who refuse to come in or stay on duty, without approved
10 cause will be subject to progressive discipline, up to and, including termination.

11
12 **8. INCLEMENT WEATHER**

13
14 If the Town closes due to a weather event, employees on shift will be paid time and one half
15 for the hours in which the Town Hall is closed. Any other closure will be subject to mutual
16 agreement (MOU).
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

**ARTICLE 9
HOLIDAYS**

1. **RECOGNIZED HOLIDAYS.**

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 | |
| Juneteenth | Day after Thanksgiving |
| Fourth of July | Christmas Day |

2. **HOLIDAY FLEX TIME**

In place of holiday pay employees not on probation will receive 130 hours annually (10 hours per holiday) , in July, of holiday flex time off. When a new employee completes probation they will receive, in 10-hour increments, the remaining holidays for that fiscal year. Holiday flex time does not carry forward into the next fiscal year.

Holiday flex time may be used hourly like sick time or in 12-hour increments like earned paid leave. The use of holiday flex time is approved time off from a scheduled shift. At the time of approval, it is the goal not to create overtime utilizing minimum staffing. Request to use this time must be submitted prior to the weekly Wednesday shift fill and in instances of multiple requests, approval will be based on seniority. In instances where there are multiple time off requests Earned Paid Leave or Sick time will be approved with priority over holiday flex time. Employees on approved Holiday Flex Time are not eligible for overtime or force/mandatory overtime during the approved hours.

**ARTICLE 10
EARNED PAID LEAVE**

1. ACCRUAL.

Employees shall accrue earned paid leave (EPL) time according to the following schedule:

- A. Eighty-four (84) hours per year, accruing at the rate of 3.2308 hours per bi-weekly pay period, from the date of hire through the completion of six (6) years of continuous employment.
- B. One hundred twenty-six (126) hours per year, accruing at the rate of 4.4.8462 hours per bi-weekly pay period, after the completion of six (6) years of continuous employment.
- C. One hundred sixty-eight (168) hours per year, accruing at the rate of 6.4615 hours per bi-weekly pay period, after the completion of eleven (11) years of continuous employment.

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

2. PAY OUT.

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

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

3. EARNED PAID LEAVE SCHEDULING.

Absent an emergency, illness, or sudden necessity, employees must give reasonable notice (at least four (4) weeks) to the employee's supervisor of the intent to use paid leave. Employees must schedule leave to prevent undue hardship on the Town.¹

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

¹ Undue hardship is defined as an unreasonable or disproportionate burden on other employees.

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

4
5 Employees may remain on the overtime list during vacations but may not be forced in; however,
6 employees are responsible for notifying the Chief in writing of their availability for voluntary
7 overtime.

8
9 Employees may not be held over on the last shift worked before scheduled EPL days, nor may
10 an employee be forced to work overtime on days prior to or days off after a scheduled EPL
11 period except when a state of emergency has been declared and an employee is reasonably
12 available to respond.

13
14 Employees may cancel scheduled EPL unless and until that shift has been filled.
15

**ARTICLE 11
LEAVES OF ABSENCE**

1. SICK LEAVE.

A. Regular full-time employees earn sick leave at the rate of one hundred and forty hours per year at the rate of 5.40 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 continuous 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, spouse, brother, sister, child, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law or any other person who has lived in the employee's household. Special consideration may be made by the Chief

1 when exceptional or unusual circumstances are a factor. Leave may be granted at the discretion
2 of the Chief to attend the funeral of a relative (other than those listed above) or friend.
3

4 **3. JURY DUTY.**

5
6 Employees will be paid their regular rate of pay to an employee while on jury or witness duty.
7 The employee shall reimburse the TOWN by surrendering all jury pay to the TOWN
8 immediately upon its receipt. It is expected that employees will report to work each day and
9 perform their regular duties during established working hours, except for the time actually
10 engaged in jury service or in transportation to or from the place of jury service.
11

12 Any Town designated Holiday falling during the employee's absence due to jury or witness
13 duty shall be paid.
14

15 **4. FAMILY MEDICAL LEAVE.**

16
17 The policy for the Family Medical Leave Act for bargaining unit employees is outlined in
18 Appendix B of this agreement as mutually agreed to by the parties.
19

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

21
22 Unit employees must use accrued, unused leave to cover any eligible/approved leave, including
23 leave under Article 11 Section 4 until exhausted, after which such leave will be unpaid.
24

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

34 Unit employees on unpaid leave may remain on TOWN sponsored insurance plans at their own
35 cost, in full, and shall not be entitled to any TOWN paid benefits or creditable service earning,
36 nor will they accrue any other types of leave while they remain on any unpaid leave.
37
38
39

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 be filled by overtime by
4 another bargaining unit employee on overtime in accordance with the minimum staffing
5 provision. However, should the long-term illness/ injury exceed 6 weeks the employer may fill
6 these vacancies utilizing qualified temporary employees until the employee absence is resolved.
7

8 **7. PAID FAMILY MEDICAL LEAVE**

9
10 The Maine Paid Family and Medical Leave (PFML) Law rules and payroll withholdings will
11 begin on January 1, 2025. The contribution per employee is 1% of an individual’s wage rate,
12 split between the employee and the Town. Benefits become available on May 1, 2026. The
13 Town and Union agree as follows:
14

- 15 Year 1: The Town will cover the entire 1% of the required payroll withholding for union
16 members.
17 Year 2 & 3: Union members will be responsible for one- half of one percent of the payroll
18 withholding.
19

20 NOTE: Years 2 & 3: Should the Town decide to pay the entire amount or an amount
21 greater than half a percent for other employees, the union would receive the same benefit.
22
23
24
25

**ARTICLE 12
INSURANCES**

1. HEALTH AND DENTAL INSURANCE.

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

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

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

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

2. DISABILITY INSURANCE.

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

3. LIFE INSURANCE.

Employees who enroll in the health insurance program shall be provided life insurance in the amount of one times (1x) their annual salary, which takes effect on the first day of the second month following the date of employment. The entire cost of this coverage is paid by the TOWN. Employees who do not elect to enroll in the health insurance program are not eligible for paid life insurance.

**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 immediately upon hire. For employees' not participating in Maine PERS, the Town will match the employee's contribution to a maximum of six percent (6%) of actual pay. The employee shall be vested immediately in 100% of any contributions made by the Town.

1
2
3
4
5
6
7
8
9
10
11
12
13
14

ARTICLE 14
DISCIPLINARY ACTION

1
2
3
4
5
6
7
8
9
10
11
12
13
14

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, 2025, and shall remain in full force and effect until June 30, 2028.

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 _____, 2025, and the Union has caused this instrument to be signed by its president and representative, thereunto duly authorized on the _____ day of _____, 2025.

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

BY:

Barry Tibbetts
Town Manager

WRPFA/IAFF LOCAL 4095

BY:

Michael Mullin, President
WRPFA/IAFF Local 4095

ARTICLE 16

APPENDIX A
UNIT EMPLOYEE WAGES

1. Wage Scale

| FF-EMT-Basic | Date of hire to 1 year complete | > 1 year to 2 years complete | > 2 years to 3 years complete | > 3 years to 4 years complete | > 4 years to 5 years complete | > 5 years to 7 years complete | > 7 years to 10 years complete | 10> years to 15 years complete | 15> years to 20 years complete | >20 years |
|--|---------------------------------|------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|--------------------------------|--------------------------------|--------------------------------|-----------|
| Years in step | 1 | 1 | 1 | 1 | 1 | 2 | 3 | 5 | 5 | -- |
| 3.5% 07/01/2025-06/30/2026 | 25.036 | 25.793 | 26.369 | 26.886 | 27.413 | 27.951 | 28.500 | 29.059 | 29.916 | 30.724 |
| 3% 07/01/2027-06/30/2028 | 26.561 | 27.364 | 27.975 | 28.523 | 29.082 | 29.653 | 30.236 | 30.829 | 31.738 | 32.595 |
| Steps | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| FF-EMT-Advanced | Date of hire to 1 year complete | > 1 year to 2 years complete | > 2 years to 3 years complete | > 3 years to 4 years complete | > 4 years to 5 years complete | > 5 years to 7 years complete | > 7 years to 10 years complete | 10> years to 15 years complete | 15> years to 20 years complete | >20 years |
| Years in step | 1 | 1 | 1 | 1 | 1 | 2 | 3 | 5 | 5 | -- |
| 3.5% 07/01/2025-06/30/2026 | 26.885 | 27.676 | 28.219 | 28.773 | 29.339 | 29.915 | 30.503 | 31.103 | 31.944 | 32.808 |
| 3% 07/01/2026-06/30/2027 | 27.692 | 28.506 | 29.066 | 29.636 | 30.219 | 30.812 | 31.418 | 32.036 | 32.902 | 33.792 |
| 3% 07/01/2027-06/30/2028 | 28.522 | 29.361 | 29.938 | 30.525 | 31.126 | 31.737 | 32.361 | 32.997 | 33.889 | 34.806 |
| Steps | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Firefighter/Paramedic | Date of hire to 1 year complete | > 1 year to 2 years complete | > 2 years to 3 years complete | > 3 years to 4 years complete | > 4 years to 5 years complete | > 5 years to 7 years complete | > 7 years to 10 years complete | 10> years to 15 years complete | 15> years to 20 years complete | >20 years |
| Years in step | 1 | 1 | 1 | 1 | 1 | 2 | 3 | 5 | 5 | -- |
| 3.5% 07/01/2025-06/30/2026 | 29.215 | 30.076 | 30.667 | 31.270 | 31.885 | 32.512 | 33.152 | 33.805 | 34.720 | 35.661 |
| 3% 07/01/2026-06/30/2027 | 30.091 | 30.978 | 31.587 | 32.208 | 32.842 | 33.487 | 34.147 | 34.819 | 35.762 | 36.731 |
| 3% 07/01/2027-06/30/2028 | 30.994 | 31.908 | 32.535 | 33.174 | 33.827 | 34.492 | 35.171 | 35.864 | 36.834 | 37.833 |
| Steps | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Lieutenant/AEMT or above | Date of hire to 1 year complete | > 1 year to 2 years complete | > 2 years to 3 years complete | > 3 years to 4 years complete | > 4 years to 5 years complete | > 5 years to 7 years complete | > 7 years to 10 years complete | 10> years to 15 years complete | 15> years to 20 years complete | >20 years |
| Years in step | 1 | 1 | 1 | 1 | 1 | 2 | 3 | 5 | 5 | -- |
| 3.5% 07/01/2025-06/30/2026 | 33.392 | 34.000 | 34.484 | 34.975 | 35.478 | 35.986 | 36.495 | 37.022 | 37.675 | 38.346 |
| 3% 07/01/2026-06/30/2027 | 34.393 | 35.019 | 35.519 | 36.024 | 36.542 | 37.065 | 37.590 | 38.133 | 38.805 | 39.496 |
| 3% 07/01/2027-06/30/2028 | 35.425 | 36.070 | 36.584 | 37.105 | 37.638 | 38.177 | 38.718 | 39.277 | 39.969 | 40.681 |
| Steps | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Captain/Paramedic | Date of hire to 1 year complete | > 1 year to 2 years complete | > 2 years to 3 years complete | > 3 years to 4 years complete | > 4 years to 5 years complete | > 5 years to 7 years complete | > 7 years to 10 years complete | 10> years to 15 years complete | 15> years to 20 years complete | >20 years |
| Years in step | 1 | 1 | 1 | 1 | 1 | 2 | 3 | 5 | 5 | -- |
| 3.5% 07/01/2025-06/30/2026 | 37.568 | 37.923 | 38.301 | 38.680 | 39.070 | 39.459 | 39.838 | 40.239 | 40.629 | 41.031 |
| 3% 07/01/2026-06/30/2027 | 38.695 | 39.061 | 39.450 | 39.840 | 40.242 | 40.643 | 41.033 | 41.446 | 41.848 | 42.262 |
| 3% 07/01/2027-06/30/2028 | 39.856 | 40.233 | 40.634 | 41.036 | 41.449 | 41.862 | 42.264 | 42.690 | 43.103 | 43.530 |
| *Year 1 is market adjustment plus \$.50/hr and 3.5% COLA | | | | | | | | | | |

1 **2. Cost of Living Adjustment².**

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

4 July 1, 2025, to June 30, 2026, 3.5% Pay Adjustment + Longevity
5 July 1, 2026, to June 30, 2027, 3% Pay Adjustment + Longevity
6 July 1, 2027, to June 30, 2028, 3% Pay Adjustment + Longevity

7
8 **2. Longevity Pay for Unit Employees.**

9
10 For purposes of this section, time served shall be calculated beginning with the employee's
11 original date of hire. The longevity pay will be paid following a satisfactory evaluation and the
12 recommendation of the appropriate Department Head and Town Manager. The total amount of
13 the longevity pay for unit employees will be paid in accordance with the following schedule:

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

18
19 **4. New Hires.**

20
21 The parties agree that new hires may be placed on the wage schedule at entry on the step
22 consistent with the employee's years of experience at the level of certification required, and
23 may – at the chief's discretion – be credited for up to one (1) week of vacation time, but shall
24 not receive any other service or seniority-based benefits under this agreement until they have
25 met those requirements in service to the Town of Windham
26

If Town employees receive higher than the 3% in years 2 and 3, the Town will match that amount for the Unit.

APPENDIX B
FAMILY MEDICAL LEAVE ACT POLICY

Copy attached.