

CONTRACT

between

Town of Hampden, Maine



And

**The Professional Fire Fighters of Hampden,
I.A.F.F. Local 4903**



July 1, 2018

To

June 30, 2021

ARTICLE 1 - DURATION OF AGREEMENT

This agreement shall be effective as of the 1st day of July, 2018 and shall remain in full force and effect until the last day of June, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE 2 - MANAGEMENT RIGHTS

1. Except as explicitly limited by specific provision of the Agreement, the Town shall continue to have the exclusive right to take any action it deems appropriate in the operation of the Fire Department and direction of the work force in accordance with its judgement. Such rights shall include, but shall not be limited to, the operation of the Fire Department, direction of the working forces, the right to hire, to suspend or to discharge for just cause, to transfer, to maintain discipline, to establish work schedules, and to introduce new or improved methods of facilities.
2. The Hampden Fire employees acknowledge the right of the Town to make any rules and regulations governing the conduct of its employees, provided they are not inconsistent with the provisions of this Agreement.
3. When existing rules are changed or new rules are established, they shall be posted on the Hampden Fire Department Employees bulletin board for a period of fourteen (14) consecutive calendar days before becoming effective.

ARTICLE 3 - RECOGNITION

The Town recognizes Professional Fire Fighters of Hampden, IAFF, Local 4903 as the sole exclusive bargaining agent composed of regular full-time employees, excluding the Chief for the purpose of bargaining wages, hours of work, working conditions and contract grievance arbitration. All new employees are placed on a six (6) month probationary period, after which they become regular employees.

The union shall have the right to have payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions:

The employer agrees to deduct the union's weekly membership dues and benefit premiums from the pay of those employees who individually request in writing that such deductions be made, and be in a form that is satisfactory to the Town. The weekly payment of Union Dues from the Town to the Union shall be given in a manner agreed

upon between the Town Finance Officer and IAFF Local 4903 Treasurer.

The written authorization for payroll deductions of union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the employer and the IAFF at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of benefit fund contributions may be stopped at any time provided the employee submits in writing to the employer and the union a sixty (60) day notice of such intent.

ARTICLE 4 - NO DISCRIMINATION BY PARTIES

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, or political affiliations. Hampden Fire Employees and IAFF Local 4903 shall share equally with the Town the responsibility for applying this provision of the Agreement. Hampden Fire employees and the Town mutually agree not to interfere.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

1. DUTIES - The duties of the Fire Fighter shall be the prevention, control, and extinguishing of fires, training, fire company housing inspections. EMS (Emergency Medical Services), and routine maintenance such as painting, cleaning, sweeping, minor repairs of the Fire Department buildings, upkeep of the Fire Department grounds, routine maintenance of the Department equipment, the operation of the emergency ambulance including public education, & private services when designated by the Public Safety Director or his designee for the protection of the public interest or any other related duties. It shall be the responsibility of any Officer and any Fire Fighter having custody of any equipment to see it is properly cared for, kept clean, and returned to its place for storage. Fire Fighters shall not, as a part of any tour of duty, be required to burn brush, grass, or debris regardless of whether it is public or private property. Be required to; flush, maintain, paint or remove snow from fire hydrants.

The above will not restrict employee collateral duties (ie Vehicle Maintenance, Public Education) as agreed to between the employee and the Public Safety Director. Collateral duties shall not constitute a past practice.

The above will not restrict volunteer duties providing it does not adversely affect non-volunteers. Volunteer duties shall not constitute a past practice.

Duties of the positions of Captain, Lieutenant, Fire Inspector, Code Enforcement Officer, and Building Inspector will include the above plus the job descriptions

2. HOURS WORKED - The regular work week for employees covered by this Agreement shall consist of forty-two (42) hours per week, averaged over two months. For the purpose of this contract, any reference to a "week", will imply a forty-two hour work week. Employees will also be required to work "reasonable overtime". This provision shall not exclude "swap time" or "exchange time" voluntarily done between The Professional Fire Fighters of Hampden, IAFF Local 4903 members with the permission of the Public Safety Director or designee. Swap time or exchange time shall not be construed as overtime. For the purposes of the Article, "hours worked" shall mean only hours actually worked, vacation and bereavement leave. For the purpose of this Article, "hours worked" shall NOT include hours compensated for by:

- A. Holiday base pay
- B. Sick leave pay
- C. Reserve service leave or military leave
- D. Jury pay
- E. Worker's Compensation pay

The Public Safety Director shall maintain the right to change the schedule within the forty-two (42) hour work week.

3. COURT TIME - Any employee required, during his/her off duty time, to appear at Maine District Court, Superior Court or US District Court civil hearings or other hearings as may be designated by the Town Manager, to be a witness in any manner arising out of the performance of duty, shall receive a minimum of four (4) hours pay at the rate of one and one-half times the base hourly rate computed to the nearest half (1/2) hour. The employee shall turn over to the Town all witness fees or other payments paid directly to him for the Maine District Court, Superior Court or US District Court, or other specified hearings, because of the employee being a witness, and for which time he was compensated by the Town pursuant to this section.

4. OVERTIME - The Town agrees that the regular full-time employees of the Hampden Fire Department, if off duty and available, shall have preference to work shifts that become available due to authorized leave or sick time. On any day that only one fire fighter is scheduled for shift coverage, available full-time personnel shall be given preference for that position. On those days when shifts are scheduled with more than one full-time person, the Town retains the right not to fill the vacated fire fighter shift.

Posted overtime will be offered to union fire fighters first, then any other qualified full-time employees, then shift qualified on-call personnel.

The following exceptions to the preference schedule shall be:

- A. No employee shall work more than forty-eight (48) consecutive hours without approval of the Public Safety Director or their designee
- B. Employees on bereavement leave
- C. Hours needed to cover management personnel

All employees covered by this Agreement shall receive one and one half (1 1/2) times their regular rate of pay for all hours worked in excess of the scheduled work week.

ARTICLE 6 - CALL BACK TIME

Any employee called to work, outside of his/her regularly scheduled shift, shall be paid for a minimum of four (4) hours at a rate of one and one half (1 1/2) times the base hourly rate. Call back time shall not be earned when held over after the end of an assigned duty shift; the employee will only be paid for those hours worked over and above the scheduled shift. (See Appendix A for pay rate information)

ARTICLE 7 - HOLIDAYS, SICK, VACATION, & COMPENSATORY TIME

HOLIDAYS

Shift Employees will be paid 10 hours for each holiday. If a shift employee is sick on a paid holiday, the employee will be paid 10 hours for holiday pay and the remainder of the shift will be sick time. If the shift employee is working on the holiday, the shift employee will be paid 15 hours of holiday pay with the exception of Patriots Day and the day after Thanksgiving. Employees that work a day shift schedule will receive the holiday as a full day off with pay, either or 10 or 11 hours depending on the approved work schedule for the employee for the day of the week the employee is scheduled. Paid holidays are as follows:

- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

SICK TIME

While on the current schedule full-time employees shall be entitled to accrue sick leave at the rate of twelve (12) hours for each calendar month of service up to a maximum of

one thousand and eight (1008) hours.

Whenever possible, the employee shall notify his/her supervisor at least three (3) hours before the beginning of his/her scheduled shift as to his/her unexpected absence due to personal sickness.

Accumulated sick leave with pay can only be taken for an employee's sickness or injury, or, with the approval of the Public Safety Director or designee (such approval not to be unreasonably withheld), immediate family's sickness or injury, except when an employee is confined due to an officially posted quarantine. An employee on sick leave may be assigned other work which he is physically able to perform.

If requested, an employee must provide satisfactory medical evidence to substantiate time lost because of sickness or injury.

See attached appendix B - Family Medical Leave Act

Upon separation from Town employment, if the employee leaves in good standing, the employee will be paid 1/4 (25%) of accrued sick time. In case of the death of the employee, the employee's estate will be paid. In the case of death on active duty 100% of accrued sick time will be paid to the employee's estate.

VACATION

Each full-time employee in continuous service with the Fire Department shall be entitled to vacation during each anniversary year as listed below:

Year 1 of the Contract

- B. Having completed up to five (5) years - eighty-four (84) hours (7 hours per month)
- C. Having completed more than five (5) years of continuous service and less than ten (10) years - one hundred and twenty-six (126) hours (10.5 hours per month)
- D. Having completed more than ten (10) years of continuous service and less than twenty (20) - one hundred and sixty-eight (168) hours (14 hours per month)
- E. Having completed more than 20 years of continuous service - two hundred and ten (210) hours (17.5 hours per month)

Year 2 & 3 of the Contract (Shift Employees)

- A. Having completed up to five (5) years- ninety-six (96) hours (8 hours per month)
- B. Having completed more than five (5) years of continuous service and less than ten (10) years - one hundred and forty-four (144) hours (12 hours per month)
- C. Having completed more than ten (10) years of continuous service and less than twenty (20) - one hundred and ninety-two (192) hours (16 hours per month)
- D. Having completed more than 20 years of continuous service - two hundred and forty (240) hours (20 hours per month)

Year 2 & 3 of the Contract (Day Employees)

- A. Having completed up to five (5) years - eighty-four (84) hours (7 hours per month)
- B. Having completed more than five (5) years of continuous service and less than ten (10) years - one hundred and twenty-six (126) hours (10.5 hours per month)
- C. Having completed more than ten (10) years of continuous service and less than twenty (20) - one hundred and sixty-eight (168) hours (14 hours per month)
- D. Having completed more than 20 years of continuous service - two hundred and ten (210) hours (17.5 hours per month)

The time earned may be granted for leave at the discretion of the Public Safety Director or designee.

One week of vacation pay shall be equivalent to one (1) weeks wages as shown in the Article on wages.

Annual leave will be accounted for on an anniversary year basis. Leave shall be granted according to seniority, provided that the vacation schedule shall be arranged so that all fire fighters will have the opportunity to take at least one (1) week of vacation during the period of June 1st to August 31st. The Public Safety Director shall schedule vacations in accordance with departmental operational needs.

Pay for unused vacation may be authorized at any time by the Town Manager with recommendation from the department head.

Any employee who is separated from service by layoff, resignation, death or otherwise, shall be paid, or shall have payment made to his/her estate, for the number of working hours of accrued unused vacation leave up to the maximum allowed under this Article, after one (1) year of continuous service.

COMPENSATORY

Employees are eligible for compensatory time off in lieu of overtime. Compensatory time shall accrue at the rate of 1.5 hours for each hour worked in excess of the normal work schedule. It will not accrue if a sick day occurs in the same week. It would then be considered straight time. An employee may not use more than 144 total hours of compensatory time, as time off, within a single fiscal year. Compensatory time earned after using 144 hours, as time off, will be paid to the employee before the end of the fiscal year or carried over as described below.

Pay for unused compensatory time may be authorized at any time by the Town Manager with recommendation from the department head.

Any employee who is separated from service by layoff, resignation, death or otherwise, shall be paid, or shall have payment made to his/her estate, for the number of working hours of accrued unused compensatory time, after one (1) year of continuous service

ACCRUAL FROM FISCAL YEAR TO FISCAL YEAR

Unused vacation and compensatory may accrue from one fiscal year to the next up to a combined total of ninety-six (96) hours.

ARTICLE 8 - BEREAVEMENT LEAVE

The Public Safety Director shall grant bereavement leave from all of an employee's scheduled hours for up to three (3) days, with pay, if the employee is scheduled to work, in the event of the death in the immediate family of a full-time employee. Immediate family shall mean: FATHER, MOTHER, SISTER, BROTHER, HUSBAND, WIFE, GRANPARENT, GRANDCHILD, DOMESTIC PARTNER, SON, DAUGHTER, FATHER-IN-LAW and MOTHER-IN-LAW.

In addition to the foregoing, the Public Safety Director may approve up to one (1) day, with pay, if the employee is scheduled to work, for attendance at the funeral of an intermediate family member. Intermediate family shall mean: AUNT, UNCLE, COUSIN, NIECE, NEPHEW, STEPFATHER, STEPMOTHER, BROTHER-IN-LAW, SISTER-IN-LAW, PERSONS SHARING A RESIDENCE, or "SOMEONE CLOSE TO YOU."

The Town Manager may extend the leave to a maximum of all of an employee's scheduled hours for up to five (5) days when distance or unusual circumstances exist.

ARTICLE 9 - MILITARY LEAVE

For pay purposes only, a full-time employee who is a member of the National Guard or any branch of the Armed Forces of the United States and is required to undergo field training, shall be allowed a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one year. The amount of his/her compensation shall be the difference between his/her military pay and his regular salary as an employee of the Town. If his/her compensation by the military is equal to or greater than his/her regular Town salary, no additional Town payment will be made.

ARTICLE 10 - JURY DUTY

Employees shall be granted a leave of absence with pay any day they are required to report for jury duty or jury service. Employees will be paid the difference between any jury duty compensation they receive and their regular wages.

Employees excused from jury duty must report back to work during their normal work or duty hours.

ARTICLE 11 - INVESTIGATIONS, DISCIPLINARY ACTION and REPRIMANDS

1. INVESTIGATIONS

- A. Members of the Fire Department hold a unique status as public officers, and the security of the Town and its citizens depends, to a great extent, upon the manner in which members of the department perform their manifold duties. The performance of such duties involves the members in all manner of contact and relationships with the public.
- B. Out of such contacts and relationships, together with all other aspects of the employees job performance, may arise questions concerning the actions of members of this department. Such questions may require prompt investigation by the department head or their designee.
- C. To ensure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member, the following rules of procedure are established:
 - 1. As much as possible, any questions of the investigated member will be conducted at a reasonable time, taking into consideration the working hours of the member and the legitimate interests of the department.
 - 2. The questioning of the investigated member will be tape recorded

and the tape preserved by the investigation officer until the investigation is resolved. A copy of tape shall be provided to the member upon his/her written request.

3. The department head or their designee may suspend, with pay, any employee covered by this Agreement, pending investigation.
4. Polygraphs shall not be used for internal investigations.

2. DISCIPLINARY ACTION

- A. No disciplinary action shall be taken by the department head or their designee against any member of the department covered by this Agreement without due notice and an opportunity to be heard before the department head or their designee.
- B. Members shall be informed of the results of the investigation and shall be given eight (8) administrative working days' notice of the opportunity to be heard. The member may be accompanied by a representative of the IAFF, PFFM, or Local at the meeting. The member shall have the right to have counsel speak on his/her behalf.
- C. The appearance before the department head or their designee shall be informal in nature. If the department head or their designee finds there is "just cause" for taking disciplinary action, he may:
 1. Suspend the member for not more than ninety-six (96) hours;OR
 2. In lieu of suspension, require the member to attend a corrective school of counseling on off duty time without pay.

If it is determined by the department head or their designee that just cause exists for demotion, discharge, or for suspending him for a period greater than ninety-six (96) hours, the department head or their designee shall submit a written recommendation to the Town Manager.

For the purpose of this section, "disciplinary action" shall not include suspension with pay pending investigation and/or appearance before the department head, or oral or written reprimands when not accompanied by suspension without pay, demotion or discharge.

- D. No written reprimand shall be placed in a members personnel file and/or records unless the member is first given a copy of the written reprimand. The member shall have the opportunity to respond, in writing, and the writing shall be placed in the members file. Such written refutations by the

member must be submitted to the department head or their designee within eight (8) administrative working days after the member has received a copy of the reprimand or the member's response will not be placed in his/her file.

- E. All written reprimands and reports of disciplinary action (except instances involving suspension, demotion or discharge) shall be removed from the personnel file and/or records two (2) years after the incident involved, unless during that year, the member has had subsequent action taken against him involving other incidents. Under no circumstances shall the written reprimand or report of disciplinary action remain in the member's personnel file and/or records for more than two (2) years except instances of suspension, demotion or discharge, which shall always remain in the file.
- F. The Town Manager or designee, may, upon recommendation of the department head, demote, suspend, or discharge an employee for just cause. Any period of suspension shall be without pay and shall not exceed one hundred ninety-two (192) hours.
- G. A written notice of the reason for any of the above actions shall be furnished to the employee within five (5) days after the effective date of such action.

ARTICLE 12 - GRIEVANCE PROCEDURE

Should the Union or one of its members feel aggrieved concerning the interpretation, meaning or application of any provisions in this Agreement, the Union may seek adjustment of the grievance as follows:

- A. **ADJUST DISPUTE** - The employee aggrieved by this dispute shall attempt to adjust the dispute verbally, within eight (8) administrative working days of knowledge of the dispute, with the Public Safety Director. A union representative shall accompany the aggrieved to this verbal meeting.
- B. **GRIEVANCE IN WRITING** - If the Union is dissatisfied with the oral decision of the Public Safety Director, it may, within eight (8) administrative working days, present the grievance in writing to the Public Safety Director. The Public Safety Director is then required to make his/her decision in writing and present it to the Union within eight (8) administrative working days.
- C. **APPEAL TO THE TOWN MANAGER** - If the Union and the Public Safety Director have not resolved the grievance within eight (8) administrative working days, from the date of the Public Safety Directors written decision, and the Union

wishes to continue the grievance process, the Union shall submit the details of such grievance, in writing, to the Town Manager. Within eight (8) administrative working days thereafter, the Town Manager shall meet with the representative of the Union for the purpose of adjusting or resolving such grievance. The Town Manager shall render a written decision to the Union leadership within eight (8) administrative working days after said meeting.

- D. In the event that the decision of the Town Manager rendered pursuant to Section C of this Article is not acceptable to the Union they may, within thirty (30) administrative working days thereafter, request that the matter be submitted to arbitration by notifying the other party in writing. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Town and the Union within ten (10) administrative working days after notice has been given. If the parties fail to select an arbitrator, the Union may request the Maine Board of Arbitration and Conciliation to provide an arbitrator in accordance with the Maine Board of Arbitration and Conciliation rules. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall be requested to issue his/her decision to both parties within thirty (30) days after the testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally between the Town and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator. This section shall be subject to Title 26, and any subsequent changes therein, during the life of this contract.
- E. The time limits for processing of grievances may be extended by written consent of both parties.
- F. Nothing in this Article shall diminish the right of any employee covered hereunder to present his/her own grievance as set forth in Title 26, M.R.S.A., except that the decision to present his/her own grievance must be made prior to Section B of this Article, and must be made within five (5) administrative working days after the decision rendered as a result of Section B of this Article.
- G. Therein:

The Union agrees to fulfill its duties to represent all employees in the bargaining unit and to handle grievances for all employees in the bargaining unit, not merely for its members. The Town acknowledges the right of the union to require from those non-members payment equal to the amount spent representing those same non-members. The costs shall include, but not be limited to, reasonable fees for employee representative services and expenses, attorney's fees and expenses, arbitrator's fees and expenses, plus whatever other charges as the union may rightfully charge for the services rendered. The union shall indemnify and hold the employer harmless against

any and all claims, suits, orders or judgements brought, or issues against the employer under the provisions of this Article.

ARTICLE 13 - UNION ACTIVITIES

All employees covered by this Agreement who are officers of the union shall be allowed time off with pay for scheduled official union business with representatives of management, provided there is sufficient manpower available to cause no interference with departmental operations. It is understood and agreed that all employees have productive work to perform and will not leave their jobs during work hours to attend to union matters except as provided above, and except when a member of the Grievance Committee is investigating a grievance, and only with the approval of the department head.

Any Officer of Local 4903 shall be allowed to perform Union Activities during their shift, provided there is sufficient manpower available to cause no interference with departmental operations.

The Town shall be provided with a list of current officers of the union and members of the Grievance Committee.

ARTICLE 14 - PRIVATE SERVICES

The Town agrees that regular full-time employees, if off duty and available shall have preference for all fire and EMS duties or assignments which come under the Town's jurisdiction and where fire guidance, surveillance or presence is required according to seniority by a rotating schedule.

Private services shall mean services authorized by the department head, but paid for by the individual or party requesting the service.

Payment per event will be \$125.00 or time and one half (1 1/2) the regular hourly rate, whichever is greater.

ARTICLE 15 - WORK FORCE

When a job opening occurs within the bargaining unit which is to be continued as a classified position other than a temporary opening as defined below - in any existing job classification or as a result of the development or establishment of new job classifications - a notice of such openings shall be posted on all bargaining unit bulletin boards for five (5) consecutive days. A temporary position is one that is of short duration with no expectation of long term employment or to fill an emergency position. During this period, employees who wish to apply for the open position or job, including employees on layoff, may do so.

Any full-time employee of the Fire Department may be considered for new job classifications within the scope of fire related activities. Applications shall be in writing and shall be submitted to the Public Safety Director.

LAYOFF/REHIRE - At such time as is warranted, due to budgetary restrictions, that a vacancy becomes necessary in a full-time employee position, a seven (7) day written notice of impending layoff must be given by the employer.

Layoff of employees shall be by reverse seniority with the employee of less than full-time status being first laid off. At such time of layoff, the town shall pay all accrued vacation days.

Any employee on layoff status shall have recall rights to any vacant position within their classification for a period of twelve (12) months. No new employee shall be hired until all employees on layoff status have been offered the vacant position.

If the employee is rehired within twelve (12) months, he shall be reinstated to his/her former longevity status and all prior service with the town accredited in regards to annual leave, sick leave, retirement benefits, pay status and education incentive.

ARTICLE 16 - BULLETIN BOARDS

The Town shall permit the reasonable use of bulletin boards by the union for the posting of notices of a non-controversial nature relating to the union's business.

ARTICLE 17 - SAFETY ITEMS

The following safety items shall be made available to help insure the safety of the employees and the people they serve:

1. It shall be the responsibility of the employer (Town of Hampden) to see that equipment is maintained in a safe operating condition. It shall be the responsibility of the duty fire fighters to check equipment on a regular basis and record that information on the forms provided. The Public Safety Director or their designee should be notified of any problems that are found.

See Town Safety Clause - Appendix B

ARTICLE 18 - CLOTHING ALLOWANCE

The Town agrees to pay one hundred percent (100%) of the cost of the normal acquisition & maintenance of uniforms & the repair or replacement of non-serviceable

uniforms for full-time fire fighters. Day Employees shall be entitled to allowances for 1 set of uniforms for each work day of the week, annually. Shift employees shall be entitled to allowances for 1 set of uniforms for each work shift per week, but not less than 3 sets, annually.

Upon hire a new employee will receive the following items:

1. Short Sleeve Duty T-Shirt (Quantity based on work schedule above)
2. Long Sleeve Duty T-Shirt (Quantity based on work schedule above)
3. Short Sleeve Duty Polo Shirt (Quantity based on work schedule above)
4. Duty Pants (Quantity based on work schedule above)
5. Fire Job Shirt or "Hoodie" type Sweatshirt (Employee Preference)
6. Short Sleeve Class "B" Uniform Shirt (2)
7. Long Sleeve Class "B" Uniform Shirt (1)
8. Winter Duty Jacket
9. Baseball Hat (2)
10. Winter Hat
11. Black Duty Boots

Boots will be replaced as necessary not to exceed \$250.

After 5 years of service all full-time employees will be supplied with a Class "A" Uniform, at the Town's Expense, as specified in the "Public Safety Dress Uniforms" General Order. If an employee chooses to purchase a Class "A" Uniform prior to achieving 5 years of service the employee may submit for reimbursement of the purchase when they reach 5 years of service.

ARTICLE 19 - PERSONAL EFFECTS ALLOWANCE

The Town agrees to repair or replace items of personal property damaged in the line of duty, i.e. eye glasses, cell phones, dentures, hearing aids, at the actual replacement cost. The Town agrees to replace clothing up to a maximum of \$125, watches to a maximum of \$50, and cell phones up to \$250.

Employees will deposit in their personnel file record receipts for eye glasses, dentures and hearing aids.

Personal effects do not include jewelry, rings and other unnecessary items. Any unusual circumstances may be reviewed by the Town Manager if requested.

The Town shall require proof that the above items were damaged or lost in the line of duty.

ARTICLE 20 - EDUCATION INCENTIVE PROGRAM

1. WORKSHOPS, SEMINARS or CONFERENCES

The Town agrees to pay reasonable expenses not otherwise funded, including registration fees, meals, lodging and/or transportation costs incurred by employees who attend job related workshops, seminars or conferences which are approved by the Public Safety Director or designee.

2. COLLEGE CREDIT COURSES

The Town agrees to pay one hundred percent (100%) of tuition and book expenses not otherwise funded, for one (1) course per semester for up to three (3) full-time fire fighters. This provision applies for courses up through the associate and bachelor degree levels. The student will be responsible for transportation and other related expenses.

3. CONDITIONS

Workshops, seminars, conferences, or college courses must be job related as determined by the department head and the Town Manager. When possible, work schedules may be changed to facilitate attendance of selected courses. Prior approval of schedule change will be determined by the department head and/or Town Manager.

ARTICLE 21 - INSURANCE and PENSIONS

- A. Workers Compensation in accordance with State of Maine Statutes will be provided by the Town.
- B. The Town agrees to pay 100% of the premium for health insurance for each employee for coverage under the Town's Maine Municipal Employees Health Trust major medical plan policy. Any change in the health insurance plan from the plan in effect on the effective date of this contract (PPO 2500 with 90 % Med-A-Vision Plan) will require agreement from IAFF Local 4903.
- C. The Town maintains the right to change insurance companies or to self-insure provided the coverage or benefits are ratified by IAFF Local 4903. To that end, the Town agrees provide 1 weeks' notice to the Local President or designee of any and all meetings¹ regarding, but not limited to, a change in vendor, a change

¹ Meetings shall include, but not limited to: Public Meetings, Council Meetings, Council Committee Meetings, Council Subcommittee Meetings, Working Group Meetings, Workshops, etc. Meetings shall not include conversations between up to 3 Staff members or up to 2 Councilors on the topic of health insurance.

- on any portion of the Health Insurance Plan, Coverages, Premiums, Dental, Vision, cost to employees, etc.
- D. IAFF Local 4903 and the Town agree to re-open the Health Insurance Article during the term of this Agreement upon either party receiving a 10-day notice to bargain the Article. The parties agree that any negotiated changes to the Article will be mutually agreed upon. In the event the parties cannot agree upon changes, the contract will remain unchanged and will remain in force as written.
 - E. With regard to the insurance premium for an employee's dependents eligible to be covered by the policy's single parent or family plan, the Town will assume seventy percent (70%) of the additional cost over the individual coverage. Any additional cost shall be paid by the employee through weekly payroll deductions.
 - F. The Town will pay the cost for participation in the Dental Plan - (Care Pak I) for each full-time unit member up to a maximum monthly amount of twelve dollars and fifty cents (\$12.50) per employee. The cost of dependents coverage to be funded by said employee on a "premium paid by the employee basis".
 - G. The Town will pay the full cost of Life Insurance under the policy for each full-time unit member. This is thirty thousand dollars (\$30,000) coverage with double indemnity for accidental death. This insurance can be of the term insurance type.
 - H. The Town will make available Income Protection Insurance (non-service connected disability insurance) on a "premium paid by the employee" basis.
 - I. The Town will pay Social Security in accordance with Federal Laws and Regulations.
 - J. The Town will make available to all employees retirement benefits offered either by I.C.M.A or the Maine State Retirement system. Town contribution percentage for I.C.M.A is 10%, and as an incentive to encourage employee retirement savings, the Town will offer an additional 0.5% contribution to the I.C.M.A 401 plan if the employee contributes a minimum of 2% to an I.C.M.A 457 plan. If the employee reduces his/her contribution, the percentage contribution to I.C.M.A 401 plan reverts back to 10%. If the Town contribution to the Maine State Retirement Plan 3C drops below 10% the Town contribution to the I.C.M.A. 401 plan will match the MSRS percentage but will increase back to 10% if the MSRS contribution increases to or above 10%. The Town contribution for Maine State Retirement shall be the program required percentage for MSRS Plan 3C.
 - K. The Town will make available to all employees retirement medical benefits offered by I.C.M.A. Retirement Corp. The Town will agree to contribute compensation equal to eight (8) hours per month per employee upon that employee accumulating his or her maximum sick time of 1008 hours. Employees may also contribute vacation or earned comp time into the medical account.
 - I. Option to stay on Town's health insurance at employee expense upon retirement.

ARTICLE 22 - LEGAL AID AND PROTECTION

The Town agrees to provide legal services to employees charged with complaints arising out of and in the course of employment, when in the sole judgement of the Town Manager, the employee was acting within written departmental rules and regulations and within civil and criminal laws, and such legal services are warranted.

A steering/safety committee may be impaneled as a form of appeals process for union members.

ARTICLE 23 - WAGES

Employees shall be compensated in accordance with the wage schedule attached to this Agreement in "Appendix A." Placement on the wage schedule will be per the following:

Position	Year 1 Wage Scale Grade	Year 2 & 3 Wage Scale Grade
Fire Fighter	10	11
Fire Fighter/Paramedic	11	12
Building Inspector/Fire Fighter	12	13
Building Inspector/Fire Fighter/Paramedic	13	14
Code Enforcement Officer/Fire Fighter	12	13
Code Enforcement Officer/Fire Fighter/Paramedic	13	14
Lieutenant	14	15
Captain	15	16

Year 2 & 3 of the Contract Shift Grade Increase (regardless of rank)

Assigned to a Non-24 Hour Shift: +1 Grade

Employee Years of Employment Steps

Year 1 of Employment: Step A
Year 2 of Employment: Step B
Year 3 of Employment: Step C
Year 4 of Employment: Step D
Year 5+ of Employment: Step E

Notwithstanding the above step increases the Public Safety Director may place a new hire on a Step above "A" upon hire depending on qualifications or years of service in the Fire Service. If a new hire is placed on a Step above "A" upon hire the new hire will increase 1 step after each year of service until they reach Step "E."

Cost of living

Cost of Living increases will be made on July 1 of each year of this contract and shall be an increase percentage of the greater of that year's Social Security cost of living adjustment or that year's COLA provided to non-union Town employees, but in no case will the annual COLA increase be less than a minimum of one percent (1%).

ARTICLE 24 - PRINTING

The Town agrees to supply the Union with twelve (12) copies of this Agreement within a reasonable period after the execution of this Agreement.

ARTICLE 25 - SAVINGS CLAUSE

This Agreement constitutes the entire and complete Agreement between the parties and concludes the collective bargaining on any subject, whether or not included in this Agreement. Further negotiation or bargaining regarding the terms of this Agreement shall not be undertaken except as provided by law. If any Article, provision or clause of this Agreement shall be held by any court or other authorized agency or administrative body to be void, unenforceable or illegal, the remainder of this Agreement shall still be considered valid and in full force and effect. In other words, the failure of any portion of this Agreement shall not result in the failure of the entire Agreement.

ARTICLE 26 - TRAINING

Both the Town and the Union agree that all Fire Fighters should, when available, take refresher courses and receive additional training in occupational courses related to their employment with the Department. All off-duty instruction which the Fire Fighter has been directed or mandated to attend shall be added to the "hours worked" for the computation of overtime.

Any State mandated EMS license upgrade for EMT and above shall be fully compensated by the Town.

The following times will be excluded from training:

1. Holidays.
2. Scheduled Union Meetings.

Travel time to and from training, as well as preparation before and clean up afterwards, shall be considered training time.

Consideration shall be given to weather, temperature, humidity and other adverse conditions in determining the type and location of training or its cancellation.

Night trainings will not be scheduled to extend after 21:00.

Exceptions may be made with prior approval by both the Union and the Town and shall be posted in advance.

This Agreement will not restrict volunteer training providing it does not adversely affect non-volunteers. Volunteer training shall not constitute a past practice.

All notices of outside job-related training possibilities shall be posted. Any employee wishing to attend any outside training shall, with the approval of the Public Safety Director or designee, be allowed to attend at the Town's expense. The Town will post training opportunities available for employees, but will not be required to pay for employee participation in any training being offered, except with the approval of the Public Safety Director.

ARTICLE 27 - VISITS BY UNION REPRESENTATIVES

The Town agrees that accredited representatives of IAFF or PFFM, including local representatives, state representatives, district representatives and international representatives shall have access to the premises of the Town for the purpose of transacting business within the scope of representation.

ARTICLE 28 - LICENSE REQUIREMENTS

Employees are required to have and maintain a valid Maine motor vehicle operator's license. Employees hired prior to 7/1/2015 will maintain their current level of Maine EMS Licensure for the duration of their employment. Employees hired after 7/1/2015 will be required to achieve Maine Paramedic Licensure within 18 months of hire, extension of said time may be permitted at the discretion of the Public Safety Director upon employee achievement of training or licensure benchmarks as may be established at

the time of hire, and maintain Maine Paramedic Licensure for the duration of their employment. The positions of Inspector and Code Enforcement Officer may be exempted from this requirement by the Public Safety Director.

ARTICLE 29 - STRIKE/LOCKOUT

The Town and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the employer. During the term of this Agreement, neither the employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.


GLOSSARY

ADMINISTRATIVE WORKING DAYS:	Days that the Town Administrative offices are open for public business
DISCHARGED:	Disciplinary action, final, dismissed from employment
EMERGENCY:	Situations requiring immediate response when called by duty personnel
IAFF:	International Association of Fire Fighters, AFL-CIO, CLC
JUST CAUSE:	A cause based on reasonable grounds
NON-EMERGENCY:	Situations NOT requiring immediate response when called by duty personnel
PFFM:	Professional Fire Fighters of Maine
RETIREMENT:	Separation of employment, in good standing, after 15 years of full time employment
SHIFT QUALIFIED:	Shift qualified employees are to be: Fire Fighter II certified, hold a Maine EMT license and have successfully completed in-house training. Cleared to drive and operate all equipment on apparatus including the pump. Movement to "shift qualified" status will be at the discretion of the Public Safety Director.
SUSPENSION:	Disciplinary action, time off without pay
WORK WEEK:	42 hours

AGREEMENT between the Town of Hampden and The Professional Fire Fighters of Hampden, IAFF Local 4903.

July 1, 2018 - June 30, 2021

For the Town of Hampden:

Dated: 5/14/18, 2018 /s/ 
Town Manager, Town of Hampden


STATE OF MAINE
PENOBSCOT, SS.

Then personally appeared before me the above-subscribed, Angus Jennings, known to me, to be the Town Manager of the Town of Hampden, and the same person who executed the foregoing instrument; and he acknowledged that he executed the foregoing instrument on behalf of the Town of Hampden to be his free act and deed in his official capacity.

Dated: 5/14/18, 2018 
Notary Public


My Commission expires: Jessica Albee
Notary Public, State of Maine
My Commission Expires October 28, 2023

For The Professional Fire Fighters of Hampden, IAFF Local 4903:

Dated: 5/10/18, 2018 /s/ 
President, IAFF Local 4903

STATE OF MAINE
PENOBSCOT, SS.

Then personally appeared before me the above-subscribed, Myles M. Block, known to me, to be the President of The Professional Fire Fighters of Hampden Maine, IAFF Local 4903, and the same person who executed the foregoing instrument; and he acknowledged that he executed the foregoing instrument on behalf of The Professional Fire Fighters of Hampden Maine, IAFF Local 4903 to be his free act and deed in his official capacity.

Dated: 5/10/18, 2018 
Notary Public

My Commission expires: Paula A. Scott
Notary Public - Maine
My Commission expires Feb. 22, 2021

Appendix A

<<Insert Town Wage Scale Here>>

Wage Scale 2018/2019				APPROVED 5-9-18		
TOWN OF HAMPDEN		Annual Salary		Police Fire COLA		2.0%
PAY SCALE - POLICE & FIRE UNIONS		Hourly wage				
STEPS						
GRADE	A	B	C	D	E	F
1	\$24,838	\$26,080	\$27,384	\$28,753	\$30,191	\$31,700
	11.9414	12.5384	13.1653	13.8236	14.5148	15.2405
2	\$26,080	\$27,384	\$28,753	\$30,191	\$31,700	\$33,285
	12.5384	13.1653	13.8236	14.5148	15.2405	16.0026
3	\$27,384	\$28,753	\$30,191	\$31,700	\$33,285	\$34,950
	13.1653	13.8236	14.5148	15.2405	16.0026	16.8027
4	\$28,753	\$30,191	\$31,700	\$33,285	\$34,950	\$36,697
	13.8236	14.5148	15.2405	16.0026	16.8027	17.6428
5	\$30,191	\$31,700	\$33,285	\$34,950	\$36,697	\$38,532
	14.5148	15.2405	16.0026	16.8027	17.6428	18.5250
6	\$31,700	\$33,285	\$34,950	\$36,697	\$38,532	\$40,459
	15.2405	16.0026	16.8027	17.6428	18.5250	19.4512
7	\$33,285	\$34,950	\$36,697	\$38,532	\$40,459	\$42,481
	16.0026	16.8027	17.6428	18.5250	19.4512	20.4238
8	\$34,950	\$36,697	\$38,532	\$40,459	\$42,481	\$44,606
	16.8027	17.6428	18.5250	19.4512	20.4238	21.4450
9	\$36,697	\$38,532	\$40,459	\$42,481	\$44,606	\$46,836
	17.6428	18.5250	19.4512	20.4238	21.4450	22.5172
10	\$38,532	\$40,459	\$42,481	\$44,606	\$46,836	\$49,178
	18.5250	19.4512	20.4238	21.4450	22.5172	23.6431
11	\$40,459	\$42,481	\$44,606	\$46,836	\$49,178	\$51,636
	19.4512	20.4238	21.4450	22.5172	23.6431	24.8252
12	\$42,481	\$44,606	\$46,836	\$49,178	\$51,636	\$54,218
	20.4238	21.4450	22.5172	23.6431	24.8252	26.0665
13	\$44,606	\$46,836	\$49,178	\$51,636	\$54,218	\$56,929
	21.4450	22.5172	23.6431	24.8252	26.0665	27.3698
14	\$46,836	\$49,178	\$51,636	\$54,218	\$56,929	\$59,776
	22.5172	23.6431	24.8252	26.0665	27.3698	28.7383
15	\$49,178	\$51,636	\$54,218	\$56,929	\$59,776	\$62,764
	23.6431	24.8252	26.0665	27.3698	28.7383	30.1752
16	\$51,636	\$54,218	\$56,929	\$59,776	\$62,764	\$65,903
	24.8252	26.0665	27.3698	28.7383	30.1752	31.6840
17	\$54,218	\$56,929	\$59,776	\$62,764	\$65,903	\$69,198
	26.0665	27.3698	28.7383	30.1752	31.6840	33.2682
18	\$56,929	\$59,776	\$62,764	\$65,903	\$69,198	\$72,658
	27.3698	28.7383	30.1752	31.6840	33.2682	34.9316
19	\$59,776	\$62,764	\$65,903	\$69,198	\$72,658	\$76,291
	28.7383	30.1752	31.6840	33.2682	34.9316	36.6782
20	\$62,764	\$65,903	\$69,198	\$72,658	\$76,291	\$80,105
	30.1752	31.6840	33.2682	34.9316	36.6782	38.5121
21	\$65,903	\$69,198	\$72,658	\$76,291	\$80,105	\$84,110
	31.6840	33.2682	34.9316	36.6782	38.5121	40.4377
22	\$69,198	\$72,658	\$76,291	\$80,105	\$84,110	\$88,316
	33.2682	34.9316	36.6782	38.5121	40.4377	42.4596
23	\$72,658	\$76,291	\$80,105	\$84,110	\$88,316	\$92,732
	34.9316	36.6782	38.5121	40.4377	42.4596	44.5825
24	\$76,291	\$80,105	\$84,110	\$88,316	\$92,732	\$97,368
	36.6782	38.5121	40.4377	42.4596	44.5825	46.8117
25	\$80,105	\$84,110	\$88,316	\$92,732	\$97,368	\$102,237
	38.5121	40.4377	42.4596	44.5825	46.8117	49.1522