

*BRIGHTEST STAR IN THE COUNTY*

***TOWN OF HOULTON***  
***AND***  
***AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES***  
***AFL - CIO***  
***LOCAL 1828, COUNCIL 93***  
***FIREFIGHTERS/DRIVERS***

*January 2, 2023 to December 31, 2025*

## *TABLE OF CONTENTS*

<i>Article</i>	<i>Subject</i>	<i>Page</i>
	Agreement	3
1	Recognition	4
2	Non-Discrimination	5
3	Dues Check-Off	6
4	Responsibilities of the Parties	7
5	Hours of Work and Overtime	8
6	Rates of Pay	10
7	Leave of Absence and Sick Leave	11
8	Paid Holidays	14
9	Vacations	15
10	Seniority	16
11	Grievance Procedure	18
12	Work Rules and Discipline	20
13	Insurance	22
14	Pensions	23
15	Notice Under Agreement	24
16	Miscellaneous Provisions	25
17	Response Time/ Outside Employment	27
18	Employer's Facilities	28
19	Employee Training	29
20	Promotional Opportunity	31
21	Separation From Employment	32
22	No Strike Clause - No Lockout	33
23	Health and Safety	34
24	Fire Prevention Information	36
25	Final Resolution	37
26	Duration of Agreement	38

## *APPENDICES*

A	Houlton Pay Scales for Firefighter/Drivers	39
B	Houlton Insurance Plans	40
C	Workers' Compensation	42
D	Employee Sick Leave Certification	44
E	Scheduling Practices-Swing Man	45
F	Clothing Protocol	46
	Execution of Agreement	47
	Contact List	48

**AGREEMENT**

Agreement entered into as of **January 1, 2023**, by and between the Town of Houlton, Maine (hereinafter called the Town), and the American Federation of State, County and Municipal Employees, AFL-CIO - Council 93 and its affiliated Houlton Local 1828 (hereinafter called the Union).

*ARTICLE ONE*

*RECOGNITION*

- 1.1 The Town hereby recognizes the Union as the sole and exclusive representative of its employees (as defined below) for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment, in accordance with Chapter 9-A Title 26, as amended, respecting labor relations for public employees.
- 1.2 The term "employee" as used in this Agreement shall mean all employees classified as Firefighter/Drivers of the Fire Department of the Town, but excluding temporary, seasonal or on-call employees; office, clerical, and technical employees; executive, administrative, supervisory, and professional employees.
- 1.3 Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the operation of the Town departments and the direction of the working force, including the right to plan, direct, and control department activities; to schedule and assign work to employees; to determine the means, methods, processes, materials and equipment; to maintain the efficiency of the departments and their employees; to determine the manning of jobs; to create, revise and eliminate jobs; to establish and require observance of reasonable rules and regulations; to formulate and promulgate ordinances or other health regulations incidental to the management of the Town affecting the public health, safety, and welfare; to hire and terminate; to maintain order, and to suspend, demote, discipline, and discharge employees for just cause are rights solely of the Town.

*ARTICLE TWO*

*NON-DISCRIMINATION*

- 2.1 The Town and the Union agree that there shall be no discrimination as a result of membership or non-membership in any Union.
- 2.2 The Town and the Union further agree that there shall be no illegal discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, age, domicile, marital status, or condition of handicap.
- 2.3 The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex, except where otherwise indicated by context.
- 2.4 The Town agrees not to interfere with the rights of employees to join or to refrain from joining the Union, and there shall be no discrimination, interference, restraint, or coercion by the Town or any Town representative against any employee because of Union membership or because of any employee activity in any official capacity on behalf of the Union consistent with this contract.
- 2.5 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

*ARTICLE THREE*

*DUES CHECK-OFF*

- 3.1 Upon receipt of a signed voluntary authorization by an employee, the Town shall deduct from the employee's wages the weekly Union membership dues payable by him to the Union during the period provided for in said authorization.
- 3.2 The Town will deduct the authorized amounts on the pay day in the week for the preceding week. When an employee quits, is discharged or is laid off, any of the foregoing amounts due for either the preceding or current week will be deducted from the last pay period. The Town shall furnish the Treasurer of the Union Monthly with a record of those employees for whom deductions have been made and the amounts of the deductions.
- 3.3 The Union shall indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town in reliance upon signed authorization cards furnished to the Town by the Union or for the purpose of complying with any of the provisions of this Article.
- 3.4 The Union will give the Town fifteen (15) days notice of any change in the amount of union dues to be deducted. If any improper deduction is made, the Union shall refund directly to the employee any such amount.
- 3.5 In addition to the above authorization employees may authorize deductions to be paid to the Union for such other purposes that the Union may establish. The Town shall itemize such authorization in the same manner as provided for dues in 3.2. The employees shall have the right to revoke such authorizations at any time with written notice to the Union and the Town.

Should the number of deductions become administratively burdensome the Town shall notify the Union and both parties shall take steps to limit or reduce such additional deductions.

- 3.6 The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

*ARTICLE FOUR*

*RESPONSIBILITIES OF THE PARTIES*

- 4.1 This Agreement is intended to set forth rates of pay, hours of work and other mutually agreed upon conditions of employment, so as to promote orderly and peaceful relations with the Town personnel, and to achieve the highest level of performance consistent with safety, good health, and employee effort, and promote the general welfare of the Town of Houlton, its citizens, and its employees.
- 4.2 Unless otherwise specified, any action by the Town or its administration affecting wages, hours, or other mutually agreed upon conditions of employment, shall be subject to the right of the Union to represent the employee(s) on the issue and to the Grievance and Arbitration Procedures of this Agreement.

## *ARTICLE FIVE*

### *HOURS OF WORK AND OVERTIME*

- 5.1 Work Schedule: It is recognized that employees' daily and weekly schedules and shift assignments are based on the operating requirements and subject to change. The Town will provide 10-day notice for any non-emergency change in the daily and weekly schedule. The Town shall have the exclusive right to make any such change or changes and will notify the Union at least thirty (30) days in advance of any changes in the twenty-four (24) hour on-duty and forty-eight (48) off-duty schedule to negotiate the change.
- 5.2 Work Period: The work period shall normally consist of fifty-six (56) hours per week, averaged over a twenty-one (21) day period. The standard work day shall normally consist of twenty-four (24) hours, and shall be subject to Article Two of this agreement. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week. The Town will continue its utilization of the employee designated as "swingman" for the purpose of filling in shift vacancies in both the Fire and Ambulance services. The firefighter/driver designated as the "swingman" shall continue to work a flexible schedule but shall average fifty-six (56) hours per week within a twenty-one (21) day work period.
- 5.3 Meal Breaks: a) There will be two (2) paid meal breaks during a twenty-four (24) hour work day. Each of these shall be of one (1) hour duration and shall occur at regular intervals normally between the hours of 7:00 A.M. and 7:00 P.M. Some variation may occur due to: (1) operational needs, (2) emergencies, (3) matters affecting the health, safety, and welfare of the citizens of Houlton.
- b) No employee shall leave the station during a meal break without approval of the Fire Chief. Whether to grant such leave shall be the sole discretion of the Fire Chief. In no case, however, shall an employee, during such break: 1) travel beyond urban compact limits, 2) conduct private business.
- c) No employee shall, without approval of the Fire Chief, utilize a Town vehicle for travel during a meal break. Whether to grant such approval shall be the sole discretion of the Fire Chief.
- 5.4 Overtime: Reasonable overtime requirements may be an exception to the standard work week referred to above. The Town will attempt to distribute the overtime work, when scheduled or required, equitably among unit employees. Firefighter/Drivers shall receive overtime in accordance with the paid, call-in practices in effect on the effective date of this Agreement.
- 5.5 Hours Worked: For purposes of this Article, hours worked shall include hours actually worked, vacation time, and personal time (for low usage of sick leave)



earned under the first paragraph of 7.12. This shall be retroactive to July 1, 1993 for those employed at the time the successor contract is signed.

- 5.6 No Pyramiding: Compensation shall not be paid more than once for the same hours under any provision of the Article or Agreement.
- 5.7 Swapping of Shifts: Employees wishing to swap shifts shall give verbal notice three (3) days prior thereto to the Fire Chief stating the duration of the swap and the employee who has agreed to cover the shift. The time periods may be waived for good cause by the Fire Chief or his designee. The Fire Chief in the exercise of discretion within this article shall give due consideration to proper coverage and scheduling for the department
- 5.8 Call Back: Any employee called to work outside his regularly scheduled shift shall be paid a minimum of three (3) hours. Call back time shall not be annexed consecutively to either end of the work shift.

*ARTICLE SIX*

*RATES OF PAY*

- 6.1 The Town and the Union recognize the principle of a fair day's work for a fair day's pay.
- 6.2 The rates of pay of all employees are set forth in Appendix A, hereof.
- 6.3 The Town's policy shall be to pay new employees at rates which will bear a fair relationship to the rates paid employees in the same classification, so as to avoid the inequity of paying new employees at rates higher than those received by old employees.

## *ARTICLE SEVEN*

### *LEAVE OF ABSENCE AND SICK LEAVE*

- 7.1 Medical leaves of Absence: The Town will provide medical leave benefits in accordance with the State and Federal Family Medical Leave Acts.

When an employee has exhausted all accumulated sick time, compensatory time, and vacation time and remains unable to work, the employee will be required to take any remaining Family Medical Leave entitlement. Time spent out of work on this particular FMLA will not count as service for the purpose of calculating the employee's seniority, compensatory time, sick time, holiday pay, or vacation time. The Town may at its discretion require a note from a Doctor.

- 7.2 After an employee has exhausted his/her sick leave, compensatory time, vacation time, and FMLA leave, the Town may grant up to a three (3) month leave of absence, without pay and benefits, in the case of prolonged illness or disability of an employee. However, employees may at their own expense continue to participate in the Town's group health insurance plan.

Upon the request of the employee, the Town may grant up to three (3) months leave of absence, without pay and benefits, for parenting leave. However, employees may at their own expense continue to participate in the Town's group health insurance plan.

- 7.3 Non-Medical leave of Absence: Upon the request of the employee, the Town may grant up to three (3) months leave of absence without pay, for general leave of absence for the personal business of an employee. Such leave shall not be used by an employee for financial gain of the employee. No employee shall receive salary or town-paid benefits such as health insurance, or non-accumulated unearned vacation, holiday pay, etc., while on a non-medical leave of absence. However, employees may at their own expense continue to participate in the Town's group health insurance plan.

- 7.4 Sick leave shall accrue at the rate of one (1) day for each full calendar month of employment commencing from the installation of sick leave on January 1, 1972. New employees who become permanent will be credited with six (6) days sick pay at their applicable salary rate and will receive credit for one (1) additional day for each month worked. Employees who have been on paid sick leave for six (6) months shall not continue to accrue additional sick days until they return to work on a full-time basis.

- 7.5 All employees will be permitted to accumulate unused sick pay time up to a maximum of one hundred thirty (130) days. The amount of sick leave pay time from the Town will be reduced in any one week by the amount received by the employee as weekly Workers' Compensation payments, but such reduction will not

be charged against the employee's sick leave credit in the event of subsequent sickness during the year.

- 7.6 To be eligible for sick leave pay under this Article, reasonable evidence (including, in appropriate circumstances, a certificate from a licensed physician) of disability due to sickness or accident will be required. An employee is expected to report his absence as soon as possible and keep his superior informed of his progress and anticipated day of return.
- 7.7 Employees utilizing sick leave in excess of the Town average annual sick leave usage (to be calculated as of January 1, each year) may be required to utilize the certificate provided in Appendix D. This does not affect the Town's ability to require a physician certificate as provided in 7.6.
- 7.8 Sick leave pay will not be applicable to any day or days during which the employee would not otherwise be at work. After a 30-day absence, an employee shall not accumulate vacation time or sick days.
- 7.9 Employees shall be required to provide satisfactory evidence of ability to return to work after such employee has been absent in excess of five (5) days. Satisfactory evidence is intended to mean a certification by a qualified physician.
- 7.10 Jury Duty: An employee called as a juror will be paid the difference between the fee he receives for such service and the amount of straight time earnings lost by him by reason of such service based on the employee's regular daily straight time rate. Satisfactory evidence must be submitted to the employee's immediate supervisor.
- 7.11 Funeral Pay: The Town will permit absence with pay, necessitated by death or funeral in an employee's immediate family, up to a maximum of three (3) calendar days. "Immediate Family" includes wife, husband, son, daughter, mother, father, brother, or sister of employee, and close beloved relative or close relatives through marriage whose relationship may be determined by the Town Manager.
- 7.12 Employees who utilize no more than forty-eight (48) hours of sick leave for twelve (12) consecutive months during the calendar year January 1, through December 31, shall be eligible for an additional twenty-four (24) hours personal time to be utilized during the succeeding calendar year. Final determination on scheduling shall rest with the Fire Chief and will be based on the needs of the department. The Fire Chief shall give due consideration to the request for scheduling by the employee.
- 7.13 National Guard Training: An employee called to serve not more than a seventeen (17) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his pay for such government service and the amount of straight time earnings lost by him by reason of such service, based on the employee's regular straight time rate. Such payments are to be made

following the showing of satisfactory evidence of the amount of pay received for such service.

- 7.14 Union representatives will not be compensated for time spent in Union meetings or conventions, or in preparing for Union/town meetings.

The Chief Union Steward shall be allowed time off, with pay during their regular work or shift hours to investigate grievances, but said time off shall not exceed a total of two (2) hours per week except with written permission of the Fire Chief.

- 7.15 Union grievance adjustment meetings will be scheduled by the Town at a time that is reasonable for both parties and that will minimize or avoid lost working time. However, if such meetings are held during working hours the employees involved shall be paid at straight time rates.
- 7.16 Employees accepting employment or conducting a business during a leave of absence or any extension of such leave shall be terminated from the employment of the Town.
- 7.17 Military leave of absence shall be granted by the Town in accordance with existing state and federal statutes.
- 7.18 Employees who have accumulated more than 130 sick days may elect to place the days in excess of 130, up to a maximum of 30 days, into a "sick day bank" for the potential use by other Town employees in the same bargaining unit. The decision to grant days from the "bank" will be made by a committee comprised of the Fire Chief, Union Steward, and one member of the bargaining unit. The awarding of days from the "bank" shall be by majority vote of the committee.
- 7.19 An employee who has accumulated 10 years or more of service and terminate their employment with the Town will be compensated for up to ten (10) days of accumulated sick time, or the actual accumulated number of days if less than ten (10). Employees retiring from service with the Town, who have at least 15 years of service, will be paid up to twenty (20) sick days if they have sufficient days available, at the time of separation. (sick day is defined as 12 hour day for this article only)
- 7.20 Employees may be eligible for paid sick leave when there is a sickness or disability involving the employee's spouse, children, mother, and father who requires the employee's personal care and attention. This benefit will be taken from current or accumulated sick leave of the employee and is not to be construed to result in any additional sick leave. This benefit is limited to forty-eight (48) hours per year. This benefit may be utilized within or outside of FMLA qualifying events.

**ARTICLE EIGHT**  
**PAID HOLIDAYS**

8.1 The following shall be recognized as paid holidays:

<i>New Years Day</i>	<i>Labor Day</i>
<i>Washington's Birthday</i>	<i>Indigenous Peoples' Day</i>
<i>Patriot's Day</i>	<i>Veterans Day</i>
<i>Memorial Day</i>	<i>Thanksgiving Day</i>
<i>Juneteenth (paid at 12 hours straight time) not included in overtime calculations.</i>	
<i>Independence Day</i>	<i>Day After Thanksgiving Day</i>
<i>Martin Luther King Day</i>	<i>Christmas Day</i>

8.2 Firefighter/Drivers shall be paid the cash equivalent of twelve (12) hours of straight time hourly base pay for each of the holidays listed above. The holiday payment shall be made on the payroll of the week on which the holiday occurs or is observed.

*ARTICLE NINE*

*VACATIONS*

9.1 Each permanent employee shall be entitled to vacation benefits according to the following schedule:

<u>Years of Service</u>	<u>Vacation</u>
One (1) year of continuous service <i>(No accrual until after probation at which time one week could be used.)</i>	Two (2) weeks = 5 shifts
Five (5) years of continuous service	Three (3) weeks = 7 shifts
Ten (10) years of continuous service	Four (4) weeks = 10 shifts
Fifteen (15) years of continuous service	Five (5) weeks = 12 shifts

See Article 5.2 for the definition of a work week.

- 9.2 Vacation benefits are computed on an anniversary year basis.
- 9.3 Vacations due in any vacation year must be taken during that year except that employees will be allowed to accumulate fifty per cent (50%) each year up to a maximum of five (5) weeks. In general, employees shall take time off to which they are entitled.
- 9.4 Any employee who is laid off, dies, is pensioned, resigns, or is discharged, shall be entitled to vacation and vacation pay in accordance with the schedules and eligibility requirements contained in this paragraph prorated to the date his active employment ceased. If an employee dies during service with the Town, the vacation pay accumulated shall be paid to the widow, widower, or child(ren) or another specifically designated beneficiary.
- 9.5 For the purpose of this section, vacations may be taken in single shift increments. The final determination shall rest with the Fire Chief subject to the needs of the department.
- 9.6 Senior employees shall have the preference in selecting the time they wish to take their vacation. The Town will also give due consideration to a special circumstance pertaining to individual requests.

The Town will schedule no more than one person each from both the Firefighter and Emergency Medical Technician bargaining units to be on vacation during the same period of time. The Union recognizes the Town's option to utilize part-time or temporary help to provide for shift coverage for shift vacancies resulting from vacations scheduled during peak vacation periods (June, July, and August). The final determination shall rest with the Fire Chief subject to the needs of the department.

## *ARTICLE TEN*

### *SENIORITY*

- 10.1 For purposes of promotion, vacation, and other benefits, an employee's seniority shall be equal to his years of service or employment with the Town unbroken by any of the reasons for termination of seniority specified in Section 10.4 Seniority.
- 10.2 The first six (6) months of employment shall be considered a probation period, as required by Maine Title 30-A, Section 2701, to permit the Town to determine a new employee's fitness and adaptability for the work required, subject to extension by mutual agreement. The Town may discharge any said new employee without such discharge being subject to the Grievance and Arbitration Procedures of this Agreement. Unless otherwise expressly provided herein, a probationary employee will not be entitled to any of the fringe benefits provided for in this Agreement except holiday pay.
- 10.3 Ability to perform the job or work as used in this Article means the employee is capable of performing the work of the job in a satisfactory manner subject to concurrence by the respective foreman.
- 10.4 Seniority for all purposes shall be terminated for any of the following reasons:
  - A. Voluntary quit.
  - B. Discharge for just cause.
  - C. Failure to report for work within four (4) working days after notice of recall is given; however, if the Town is advised by the recalled employee, either in person or in writing, within said period that he will report for work within two (2) weeks after notice or recall, this extension of time will be granted; reasonable exceptions to these time limits may be agreed to in cases of proven sickness or injury to the employee or death in his immediate family.
  - D. Absence for three (3) consecutive working days without reporting to the Town unless impossible to do so.
  - E. Failure to report for work at the end of a leave of absence or extension thereof.
  - F. Failure to return to work due to any non-occupational connected illness or accident for a period of twelve (12) months.
  - G. Retirement.



- 10.5 All employees entering the bargaining unit covered by the Agreement from any other department of the Town will be considered as new transfer and vacation selection but will carry all seniority for retirement purposes.
- 10.6 An employee promoted to a supervisory position or transferred outside of the bargaining unit shall not lose his seniority, but shall not accumulate seniority for the time worked outside the bargaining unit, except that the foregoing shall not apply until such an employee has been in the new position for one (1) year.
- 10.7 A seniority list shall be established listing all employees covered by this Agreement, with the employee with the greatest seniority listed first. Seniority shall be based on the employee's date of hire within the bargaining unit.

Seniority shall be considered in all matters affecting work shift preference, reduction of work force, recall and vacation preference. Layoffs shall be done by classification and seniority. In the event that a lay-off occurs within a classification containing only one employee, that employee may replace by seniority an employee in another job in the bargaining unit which, in the opinion of the Town, after consultation with the Union, he is capable of performing, provided he has more seniority in the bargaining unit than the employee replaced. Employees will receive a lay-off notice of no less than two (2) calendar weeks.

A person who has been laid off will maintain his seniority for twelve (12) months. Employees shall be recalled in the reverse order in which they are laid off. Employees who are recalled on a temporary basis shall have such time credited towards maintaining their recall status.

The term promotion means the advancement of any employee to a higher paying position or by reassignment of an employee to a new or vacant position or a permanent nature.

Whenever a unit job opening occurs, other than a temporary position, the job shall be posted. The Town will afford preference to regular employees based upon a combination of ability, qualification and seniority. Should this procedure prove to be not successful, the Town shall hire from outside the Town employment ranks. Records of support and supervisor's evaluations shall be utilized, when available, in this procedure.

## *ARTICLE ELEVEN*

### *GRIEVANCE PROCEDURE*

- 11.1 A grievance is defined as being a dispute between the parties as to the meaning or application of a specific provision of this Agreement or a claim that the Town has taken disciplinary action without just cause.
- 11.2 It is the intention of the parties that grievances be settled at the lowest step possible.
- 11.3 Definition: For the purpose of this procedure, one (1) day shall mean twenty-four (24) hours, following receipt of a grievance or an answer to a grievance. Working days will be defined as Monday through Friday inclusive excluding only those holidays observed by the contract.
- 11.4 Procedure:
- Step 1: The aggrieved party(s) shall bring the grievance(s) orally to the attention of the Fire Chief or designee within five (5) working days of its occurrence. The Fire Chief shall respond within 3 working days.
  - Step 2: If the grievance is not settled at Step 1, the aggrieved party(s) may appeal the grievance in writing to the Fire Chief within seven (7) working days after receipt of the written grievance. The Fire Chief shall give his written answer within ten (10) working days after receipt of the Step 2 appeal.
  - Step 3: If the grievance is not settled at Step 2, the Union may within ten (10) working days of the date on which the Step 2 response is due appeal the grievance in writing to the Town Manager or designee with copies to the Fire Chief. The Town Manager shall respond within ten (10) days after receipt of the grievance.
  - Step 4: If no satisfactory settlement is reach in Step 3, the Union may within twenty (20) working days of receipt of the manager's response request arbitration of any grievance which involves the interpretation or application on a specific term or Article One and further, only if such grievance procedure in accordance with the provision of this article. If the Town and the Union are not able to agree on the selection of an Arbitrator within a period of seven (7) days after the date such request, such grievance may be referred by either party to Federal Mediation and Conciliation service or the Maine Board of

Arbitration and Conciliation for the selection of an Arbitrator for the selection of an arbitrator in accordance with the rules and obtaining of the service, if the grievance is not so referred within thirty (30) days after the request for arbitration hereunder. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provision of this Agreement. The parties shall share equally in the compensation and expense of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties.

- 11.5 General grievances may be introduced at Step 2. Upon request, the Town Manager and the Union will hold a grievance meeting bi-monthly.
- 11.5 Time periods specified in this procedure may be extended by mutual agreement.
- 11.7 Nothing in this Article shall diminish the right of an employee, covered hereunder, to present his own grievance as set forth in MRSA, Title 26, Section 967.
- 11.8 The arbitrator's authority shall be limited to interpreting and applying the provisions of this Agreement and he shall have no power to add to or subtract from, alter or modify any of said provisions.

## *ARTICLE TWELVE*

### *WORK RULES AND DISCIPLINE*

- 12.1 The Town may adopt or amend reasonable work rules from time to time during the life of this Agreement. All rules of amendments thereto shall be posted on the bulletin board for a period of 5 working days prior to becoming effective. It shall be the responsibility of the employees to read the bulletin board daily.
- 12.2 Employees are required to abide by the terms of this Agreement and to comply with such reasonable rules and regulations as the Town now has or may adopt which do not contradict the provisions of this Agreement. Should there be any doubt as to the employee's obligations he shall comply with the rules and then grieve if he feels he has been wronged. All suspensions and discharges shall be for just cause including, (subject to Article 10.2) but not limited to, violations of any rules adopted above and of provisions of this Agreement. All suspensions and discharges shall be stated, in writing, and shall be forwarded to the affected employee, and the Union within five (5) working days of the date action was taken.
- 12.3 All discipline infractions placed in an employee's file which are received for an infraction not subject to suspension, shall be purged from the file if there is no disciplinary offense within the next six (6) months subsequent. All serious offenses (suspensions but less than dismissal) shall be purged from the file if no recurrence of discipline action is received by an employee within an eighteen (18) month period subsequent to the serious offense. This does not preclude management from noting the type and date of discipline on the employee's record (i.e., verbal reprimand 6/12/75).
- 12.4 It is agreed that any employee may be suspended without pay if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked, and shall receive no seniority time during such suspension. Restoration to service shall depend upon maintaining or obtaining the right to operate a motor vehicle in the State of Maine. Such restoration will not be automatic but will be decided by the Town on a case by case basis.
- 12.5 The reasons listed below are not all inclusive but are illustrative of behaviors which may be grounds for disciplinary action:
- a) Drinking on the job or arriving at work while under the influence of intoxicating beverages or drugs.
  - b) Failure to follow reasonable orders of superiors.
  - c) Being habitually late or tardy.
  - d) Intentionally failing to perform the duties of the position properly.

- e) Negligent or willful damage to Town property.
- f) Conviction of theft or any felony.
- g) Dishonesty, including falsification of official reports or records.
- h) Use of abusive language to the public.
- i) Negligently endangering the safety of other employees or the public.
- j) Abuse of sick leave.
- k) Bribery.

12.6 Disciplinary actions or measures shall include the following:

Verbal Reprimand  
Written Reprimand  
Suspension  
Discharge

*Disciplinary measures need not be applied in sequence and will be applied based on the nature of the infraction.*

12.7 In the event a suspension or discharge is determined to be without just cause, the employee shall be reinstated in good standing with such restoration of seniority rights and pay for the time lost as the equities of each case may determine.

12.8 If the employer as reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

## *ARTICLE THIRTEEN*

### *INSURANCE*

- 13.1 The Town agrees to maintain in effect an insurance plan for all employees who have completed their probationary period, so long as they remain on the Town's payroll. A summary of the benefits to be provided under said plan is set forth in Appendix C hereto.
- 13.2 Grievances of employees under this Article shall be adjusted in accordance with the provision of the applicable insurance contract and law.
- 13.3 Should any Federal or State legislation become effective during the term of this Agreement providing benefits paralleling any of those referred to above and imposing the cost thereof on the Town, the disposition hereunder shall be subject to negotiations and mutual agreement and to the Grievance and Arbitration Procedures of this Agreement.
- 13.4 The Town may provide employees with a "Wellness Program" as offered by the Maine Municipal Health Trust, for the purpose of promoting and facilitating employee health and wellness.
- 13.5 Employees choosing to opt –out of the Town's health insurance coverage will be reimbursed on a monthly basis provided they qualify for the Town's coverage, according to the following table:
- Employee and Family Coverage Replaced Entirely: (limited to one (1) stipend per family unit) \$700 per month
  - Family Coverage Replace with Employee Only with Child Coverage: \$450 per month
  - Employee/Child Coverage Replace with Employee only coverage: \$250 per month

Employees must annually provide proof of insurance from the other provider before payments can commence and must notify the town within 30 days of any changes in coverage.

- 13.6.1 Effective July 1, 2014, the Town will provide an IRS sanctioned Health Care Spending Account for employees covered under the Town's health insurance plan. The Town will deposit, in January of each year, \$350 into each employee's account if they are covered for single health care, \$430 if covered for employee with children or \$470 if covered for employee with family. Employees may also make deposits into their account via payroll deduction.

## *ARTICLE FOURTEEN*

### *PENSIONS*

- 14.1 The Town of Houlton is a participating member of the Maine Public Employees Retirement System. The Town will continue to participate in the Maine Public Employees Retirement System (MainePERS) Regular Plan, Rule 94-411 Chapter 803, Sec, 7, Paragraph A (Regular Benefit Plan AC) until June 30, 2023. As of July 1<sup>st</sup>, 2023, the town will participate in the Maine Public Employees Retirement System (MainePERS) Special Plan, Rule 94-411 Chapter 803, Sec, 8, Paragraph 5 (Special Benefit Plan 3C). The Town further agrees to continue to participate in the cost of pension payments under the options currently in effect. The MainePERS Board of Trustees may establish by rule the rate at which members (employees) who participate in the Consolidated Plan contribute to that Plan.

#### **Retirement Notification and Process:**

Requires six (6) months advance time to process the paperwork. Employee should notify the Town Office and the Maine State Retirement System. The retirement form is available at the town office and must be signed before the town will process any paperwork.

*ARTICLE FIFTEEN*

*NOTICE UNDER AGREEMENT*

- 15.1 Whenever written notice to the Town is provided for in this Agreement, such notice shall be addressed to the *Town Manager, Municipal Building, 21 Water Street, Houlton, Maine 04730*, with a copy to the Fire Chief .
- 15.2 Whenever written notice to the American Federation of State, County and Municipal Employees, Council 93, Local 1828, AFL-CIO is provided for in this Agreement, such notice shall be addressed to *Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, 20 Winter Street, Augusta, Maine 04330*, with a copy to the Unit Chairman.
- 15.3 Either party by written notice may change the address at which future written notices to it shall be given.
- 15.4 All written notices to the Town or Union, respectively, will be deemed to have been properly given if delivered to the Town Manager, Fire Chief, Chairman or the Unit, and to Council #93 AFSCME.



## *ARTICLE SIXTEEN*

### *MISCELLANEOUS PROVISIONS*

- 16.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The Town and the Union agree to meet and negotiate a replacement or alteration clause within thirty (30) days of the declaration of invalidity of any such clause(s).
- 16.2 Copies of this Agreement shall be printed at the expense of the Town within thirty (30) days after the Agreement is signed and presented to all of this bargaining unit's employees as stated in Article I now employed or hereafter employed by the Town.
- 16.3 The Town agrees to furnish suitable bulletin boards in mutually agreed upon, convenient places in work areas used by the Union. The secretary of the Union shall be responsible for maintaining said boards in clean and timely fashion.
- 16.4 The Union shall limit its posting of notices and bulletins to such bulletin boards. All such material may be subject to review and approval by the Town Manager or his designee.
- 16.5 The Town agrees that during working hours, on the Town's premises, and without loss of pay, Union representatives shall be allowed to post Union notices. (Unit secretary only).
- 16.6 The Town agrees that accredited representatives of the American Federation of State, County and Municipal Employees whether local Union representatives, district council representatives, or international representatives shall have access to the premise of the Town to conduct Union business. Such access shall be subject to the following:
  - A. Shall first stop at the Town Office and inform the Town Manager of his presence and the purpose for his visit.
  - B. Shall not interfere with or disrupt the normal work schedule of any Town employees.
  - C. Shall make only those visits which have to do with problems relating to the Town of Houlton employees covered by this Agreement.
  - D. The Town Manager shall make the final determination in the application of the provisions of this Section.

E. Any such action by the Town to this Section shall be subject to the Grievance and Arbitration provisions of this Agreement.

- 16.7 The names of employees selected as local officers and the names of other Union representatives who may represent employees shall be certified in writing to the Town by the local Union. Said list shall also include the individuals certified by the Union as its grievance committee.
- 16.8 If any employee is required by the Town to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Town. The cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the employee. The determination for the application of this Section 16.8 shall be made exclusively by the Town. However, the protective clothing or equipment shall be in keeping with N.F.P.A. standards, or above.
- 16.9 The Town will provide a five hundred dollar (\$500) clothing allowance per year for each member of the unit subject to a list of approved clothing items attached to this agreement as APPENDIX H. The manner of distribution and procurement of clothing shall be in accordance with the current Fire Department policy.
- 16.10 The Town Policies regarding Computer Use, Sexual Harassment, and Drug Free Workplace as they may exist from time to time are incorporated into this Contract by reference. If the Town amends any of these policies, the Union will be provided with advance notice of any proposed changes.

*ARTICLE SEVENTEEN*

*RESPONSE TIME/OUTSIDE EMPLOYMENT*

- 17.1 Residency: Employees must reside within Town limits or in a residency that would allow for a response time of no greater than ten (10) minutes. This does not apply to current employees except that any subsequent relocation of residency cannot result in any increase of their present response time.
- 17.2 Outside Employment: Firefighter/Drivers will not engage in outside employment which might in any way hinder the proper performance of their duties as employees of the Town or impair the efficiency of the Fire Department. Firefighter/Drivers who wish to obtain outside employment must first sign the following waiver and file same with the Town Clerk.

**"The undersigned, an employee of the Town of Houlton, does hereby waive and release said Town from any labor expense or costs because of any injury or sickness incurred by reason of any employment accepted by the undersigned other than as an employee of said Town. I further release the Town for any claim for salaries, wages or other benefits during any absence caused by such injury or sickness"**

Outside employment shall not be acceptable, if any of the following conditions apply or develop:

- 1) Where secondary employment would extend beyond thirty (30) hours a week except during an employee's holiday or vacation period.
- 2) Where secondary employment would involve the Firefighter/Driver's appearance in Town uniform or involve use of Town equipment without permission from the Chief of the Fire Department.
- 3) Where secondary employment had an adverse effect on the Firefighter/Driver's ability to discharge the duties and responsibilities of his Town job.
- 4) Where a Firefighter/Driver might be considered to be using his Town position to influence his outside employment.
- 5) Where response time to an alarm would be over ten (10) minutes. The Town is of the understanding that Firefighter/Drivers may find it necessary to make infrequent, irregular trips outside of Town.

Firefighter/Drivers who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation and responsibility is to the Town of Houlton.

All Town Firefighter/Drivers are subject to call at any time for emergencies or overtime duty and no secondary employment may infringe on this obligation except with written permission of the Chief of the Fire Department.

*ARTICLE EIGHTEEN*

*EMPLOYER'S FACILITIES*

- 18.1 The Union recognizes the right of the Town to maintain exclusive control over its facilities, equipment, tools and other property and their utilization. Any use of Town facilities, equipment, tools and other property by employees for personal benefit shall occur only by permission of the Fire Chief. Such permission will not be unreasonably withdrawn.

The exercise of the provisions of this Article in the performing of personal routine maintenance shall be limited to:

- 1) Hours of the day after 5:00 p.m. if on-duty with permission of the Fire Chief.
- 2) Sundays (all day) with permission of the Fire Chief.
- 3) On days off with permission of the Fire Chief.

*ARTICLE NINETEEN*

*EMPLOYEE TRAINING*

- 19.1 As a condition of employment an employee shall attend and successfully complete such training as may be required by the Fire Chief under the Applicable sections of Chapter 228, MRSA (Municipal Fire Protection) Title 30.
- 19.2 The employee shall participate in any other training which the Town may, from time to time, require. Ambulance and Fire co-training will be on a voluntary basis except in the case of the position of "swingman" where such training will be mandatory if so designated by the Town.
- 19.3 The Town will pay for the tuition and board and room which may be associated with training which it requires.
- 19.4 Each new employee shall achieve the certification as Firefighter I within one (1) year of employment and shall maintain that certification as a requirement of employment while progressing to certification as Firefighter II. Time may be extended to allow the completion of the Firefighter I certification at management discretion.

All employees shall become certified as Firefighter II within three (3) years of the date of hire and shall maintain that certification as a requirement of employment. Time may be extended to allow the completion of the Firefighter II certification at management discretion.

Those employees having eight (8) years of service as of November 1, 2000, shall be exempt from the requirement of Firefighter II certification.

Those employees having twenty (20) years of service as of November 1, 2000, shall be exempt from the requirement of Firefighter I and Firefighter II certification.

Employees certified as Firefighter I, or having twenty (20) or more years of continuous service as a firefighter as of November 1, 2000, with the Town, shall receive a weekly stipend of \$9.00.

Firefighter certifications currently held or obtained shall be maintained.

All employees certified as Firefighter II shall receive an additional weekly stipend of \$11.00. Employees having twenty (20) years or more of continuous service as a firefighter as of November 1, 2000, who shall successfully complete the written examination for Firefighter II shall receive a weekly stipend of \$11.00

- 19.5 Employees certified as having completed HazMat/WMD Operations Training shall

receive a stipend of \$11.20 per week. For employees enrolling in training for the first time the stipend will be paid at the time of enrollment, and remain in place as long a good faith effort is made by the employee to complete the training and/or training is completed.

The Town will provide coverage for shift vacancies for periods when employees are involved in attending firefighter certification classes. Attending firefighter certification classes shall not affect employee's regular weekly compensation.

*ARTICLE TWENTY*

*PROMOTIONAL OPPORTUNITY*

- 20.1 Eligible employees are encouraged to apply for non-unit vacancies within the Town service which represent promotional or advancement opportunities. Employees shall be provided equal opportunities for consideration for such positions. For purposes of this Article the term promotion shall mean the advancement of any employee to a higher paying position.

Permanent job opportunities within the department shall be posted to enhance the Town's Affirmative Action efforts.

*ARTICLE TWENTY-ONE*

*SEPARATION FROM EMPLOYMENT*

- 21.1 Upon separation, the Town shall pay all wages owed as well as earned vacation pay due to the employee, if any, on the next regular pay day.
- 21.2 In all cases of voluntary separation the employee shall provide the Town with written notice of intent to terminate employment ten (10) calendar days prior to such termination. Failure to provide such notice shall be grounds for refusal to recommend or to rehire the employee.
- 21.3 The Town agrees to notify the Union and the Unit Chairman, at least two (2) weeks, in advance of lay-off(s).



*ARTICLE TWENTY - TWO*

*NO STRIKE CLAUSE - NO LOCKOUT*

- 22.1 The Town and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means and without interruption of work. The Union agrees, therefore, that there shall be no strikes, work stoppages, slowdowns, or other concerted refusal to perform work by the employees covered by this Agreement, and the Town agrees that there shall be no lockout nor any instigation thereof during the life of this Agreement. Alleged violation of any provision of this article can be appealed immediately by either party to the Superior Court of Aroostook County in the State of Maine for the purpose of securing specific performance of the provisions of this Article, and/or assessing damage for a violation of any of the provisions of this Article.

## *ARTICLE TWENTY - THREE*

### *HEALTH AND SAFETY*

- 23.1 The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the Town's business. All employees shall comply with all safety rules and regulations established by the Town.
- 23.2 The Town is responsible for meeting safety standards which are considered to be minimum standards required by applicable federal and state laws.
- 23.3 Proper safety devices shall be provided by the Town for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.
- 23.4 If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall inform his immediate non-unit supervisor who shall have the responsibility to determine what action, if any, should be taken.
- 23.5 Any employee involved in any accident shall immediately report to his immediate non-unit superior said accident and any physical injury sustained.
- 23.6 Employees shall be subject to periodic physical examinations as determined by the department to insure continued capacity to safely perform required duties. Such required examinations shall be paid for by the Town.
- 23.7 Employee Fitness. Employees shall be required to maintain the level of medical, psychological and physical fitness necessary to perform the functions of their position relative to their job description. If the Town or its designee has reason to believe that an employee is not fit for duty, the Town or its designee may refer the employee to an appropriate health service or test provider selected by the Town, who shall conduct a diagnosis relevant to the concern expressed. Written documentation outlining the need for the examination shall be provided to the employee within three business days. The cost of such examination or test shall be paid by the Town. The Town shall credit the employee for the sick time used if the original examination results in a negative diagnosis. However, the Town shall not be responsible for the costs of any treatment prescribed for the employee and it is the employee's responsibility to seek treatment, when appropriate, from an appropriate provider of the employee's choice, to become fit for duty and to obtain the necessary clearances - medical, psychological or otherwise, to return to duty. Upon receiving the appropriate clearance from the employee to return to duty, the Town may require a second opinion to concur and the costs of such second opinion shall be borne by the Town. If the second opinion concurs with the clearance for the employee to return to duty, the employee shall be reimbursed for the work time

difference between the original date of return and the second opinion of clearance date. Any time between the date the employee's treatment provider issues clearance for return and the Town's receipt of the clearance shall be deducted from the time difference considered for payment. The employee is not prohibited from submitting the costs of such treatment to the Town's health or worker's compensation insurers if appropriate.

- 23.8 Employee Request. Any employee believing the employee may have a medical, physical or mental condition which may affect the health and safety of the employee or those they come in contact with may, by written request, seek to have the Town provide the necessary and appropriate treatment at the expense of the Town which consent shall not be unreasonably withheld.

*ARTICLE TWENTY - FOUR*

*FIRE PREVENTION INFORMATION*

24.1 Whereas the employees of the Houlton Fire Department are requested by the public and Town to provide fire prevention information to parties outside the department both on and off the Houlton Fire Department premises; and

Whereas there is concern that the recipients of the information may misconceive the information as firefighting training,

It is hereby agreed that the Town is currently and shall continue to provide liability insurance coverage for employees providing the informational training and the Town in conjunction with the employees shall prepare a statement describing the purpose and general content of the informational courses offered together with a disclaimer specifically explaining that said courses should not be perceived as fire fighting instruction and said forms shall be provided to all recipients of the fire prevention training past, present and future.

All employees completing probation after January 1, 2000, and other employees willing now or in the future shall provide fire prevention programs to educate recipients including lecture and seminar programs.

The Town shall provide all necessary training to those participating in presentation of fire prevention programs.

The Fire Chief shall make any determination on whether any formal or informal fire prevention program shall be presented.

*ARTICLE TWENTY - FIVE*

*FINAL RESOLUTION*

- 25.1 This Agreement represents the final resolution of all matters in dispute between the parties, and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

*ARTICLE TWENTY - SIX*

*DURATION OF AGREEMENT*

26.1 This Agreement shall be effective January 1, 2023~~0~~ and shall remain in full force and effect until December 31, 2025~~2~~.

Either party may reopen the contract at any time if there should be a major change in the cost and/or extent of coverage of health insurance as the result of the federal or state action mandating health insurance coverage.

**APPENDIX A**

**Houlton Pay Scales**

**Firefighter/Drivers (including Swingman)**

	2022	2023	2024	2025
FIRE		10%	4%	4%
6 Month	\$ 903.3826	\$ 993.7208	\$ 1,033.4696	\$ 1,074.8083
12 Month	\$ 942.5487	\$ 1,036.8035	\$ 1,078.2756	\$ 1,121.4066
24 Month	\$ 983.9104	\$ 1,082.3014	\$ 1,125.5934	\$ 1,170.6171

Swingman licensed at the Paramedic level will receive an annual stipend of \$ 10,400 annually to be paid weekly \$ 200.00 Not included in overtime calculations. Cost of living adjustments shall only apply to the swingman base wage and not the stipend.

*Skill Pay:* Employees who are certified as *Firefighter I* or *Firefighter II* shall be paid pursuant to Article 19, section 19.4:

FF I:                   \$9.00 /week or \$0.1564/hour  
 FF I & II:           \$20.00 /week or \$.3478 /hour

*This stipend shall be paid as an hourly stipend pursuant to the Fair Labor Standards Act*

*Skill Pay:* Employees who are certified as *HazMat/WMD Operations* shall be paid pursuant to Article 19, section 19.5:

\$11.20 /week or \$0.1946  
/hour.

*This stipend shall be paid as an hourly stipend pursuant to the Fair Labor Standards Act*

Employees certified as an EMT at any level while on regular scheduled fire shift shall receive EMS pay according to the license level on an hour to hour basis. With a one hour minimum. See EMS contract for pay rates. EMS Time worked will be logged in the Daily Fire Department Log Book

*Longevity:* The employee shall receive a ten dollar (\$10.00) per week or \$0.1739/hour increase in pay starting the first week after the employees seventh (7) anniversary date, an additional ten dollar (\$10.00) per week or total of 0.3478/hour after the employees twelfth (12) anniversary date, an additional ten dollars (\$10.00) per week or total of \$0.5217/hour after the employee's twentieth (20th) anniversary date, and an additional twenty dollars (\$20.00) per week or a total of \$0.8695/hour after the employees thirtieth (30th) anniversary date, starting the first full pay period.

*This stipend shall be paid as an hourly stipend pursuant to the Fair Labor Standards Act*

*Retroactivity: Not applicable-*

## ***APPENDIX B***

### ***HOULTON INSURANCE PLANS***

#### ***A. Health Insurance:***

For a full-time regular employee who is out of work as a result of a work related illness or injury and who is receiving workers' compensation, the Town shall provide insurance benefits to the same amount as to all other full time regular employees for a period of one year from the date of the work related illness or injury. Thereafter, the employee may continue such coverage, at his own expense, as long as is permissible by laws and agency policies.

In the event of the death of an insured employee, the employee's spouse and/or children may remain on the Town's group policy provided that the spouse and/or children were covered under the policy prior to the employee's death. Total cost of coverage shall be paid for by the surviving spouse/children. This provision applies as long as it is permissible by laws and insurance carrier policies.

Both Parties agree to re-open negotiations on health insurance should there be a substantive change in the health care system or MMHT programs.

As part of the fringe benefit package offered to employees, the Town currently makes available health insurance coverage to all full-time, regular employees at a benefit level and with a carrier of the Town's choice. The Town shall be responsible to make payment for the entire premium cost of coverage.

The Town shall make available, in addition to the current MMEHT POS 200 plan, and MMEHT PPO 1500. The primary plan provided by the Town shall be the MMEHT POS 200.

Effective 1/01/2019, the Town shall pay eighty-two (82%) percent of the subscriber cost and the employee shall pay eighteen (18%) percent for the POS 200 plan

Weekly employee health insurance contribution will be capped at:

- \$100/Week for Family Coverage



- \$73/Week for Employee/Child Coverage
- \$43/Week for Employee Only Coverage

New Employees hired after January 1, 2020, the Town shall pay eighty (80%) percent of the subscriber cost and the employee shall pay twenty (20%) percent for the POS 200 plan. There shall be no caps on employee's contributions for employees hire after January 1, 2020.

***Mandatory Benefits:***

The town shall comply with all applicable federal and state laws. Some of the included mandated benefits are: unemployment insurance and COBRA benefits.

***Life & Cancer Insurance, Income Protection and Disability Income.***

The town makes available to employee's life insurance, cancer insurance, income protection and accident and sickness benefits basing the amount on earnings. These programs are strictly voluntary and because of the expense, the employee shall contribute to the cost in the form of payroll deductions. Detailed information on these plans is available from the town manager's office. The Town does not participate in all available plans. The insurance shall be provided at a benefit level and through a carrier of the Town's choice.

## *APPENDIX C*

### *WORKERS' COMPENSATION*

#### **A. Workers' Compensation**

All categories of employees are eligible for benefits under the Worker's Compensation Act for a personal injury or compensable illness arising out of and in the course of job performance. The Town will pay the full cost of Worker's Compensation Coverage.

##### **1. Period not covered by Worker's Compensation.**

Charges shall be made against sick leave accruals for the legal waiting period not covered by the State Worker's Compensation Act.

##### **2. Use of Sick Leave and Vacation.**

After the payment and use of worker's compensation, charges shall be made against sick leave accruals, if any, and an employee may elect to use his accumulated vacation after sick leave accrual is used.

##### **3. Holiday Time**

Employees who, at the occurrence of any of the aforesaid holidays, are out of work as a result of a work-related illness or injury and who are receiving Workers Compensation shall be paid for 12 hours regular pay for each holiday occurring within one year of the work-related illness or injury. Following the expiration of one year from the date of a work-related illness or injury; employees shall not receive further holiday compensation.

##### **4. Vacation Time and Sick Time**

After a 30-day absence, an employee shall not accrue vacation time or sick time during any period in which he is out of work due to a work-related illness or injury and receiving workers' compensation.

##### **5. Part-time**

Part-time and on-call employees who hold a position with another employer will be inactivated from the Town if out on Workers' Compensation with the full-time employer.

#### **B. Coordination of Sick Leave with Worker's Compensation**

If an employee is receiving sick leave with pay and is determined to be eligible for compensation under Workers' Compensation, then effective on the date of

determination of eligibility for Workers' Compensation sick leave shall terminate and the employee shall receive payment directly from Workers' Compensation.

### **C. Period NOT covered by Workers' Compensation**

Charges shall be made against sick leave accruals for the legal waiting period not covered by the State Workers' Compensation Act (i.e., two weeks). If within this two-week period a determination of eligibility is made, then one of the following will apply:

1. If employee is determined to be eligible, then sick leave shall terminate and payment shall be made directly to the employee by Workers' Compensation effective on the date of determination of eligibility.
2. If employee is determined not to be eligible, then sick leave with pay shall continue in keeping with Town policy regarding sick leave.
3. If determined to be eligible, then REPAYMENT will be made to the Town by the employee for all time covered by Workers' Compensation and said time will not be charged against the employee's accrued sick leave. If repayment is not made to the Town, the time will be charged against the employee's accrued sick leave.
4. If the total accrued sick leave is exhausted, the payment from the Town shall stop at that point.
6. Absence covered by Workers' Compensation will not be charged against accrued sick leave.

### **D. Use of Sick Leave and Vacation**

After the payment and use of Workers' Compensation, charges shall be made against sick leave accruals, if any, and an employee may elect to use his/her accumulated vacation after sick leave accrual is used.

*APPENDIX D*

*Town of Houlton*

*Employee Sick Leave Certification*

For

\_\_\_\_\_

(Print Employee's Name)

This individual is employed by the Town of Houlton. As such he is engaged in rendering essential public services which have a direct effect on the health and welfare of the citizens of the Town. His presence at work is required and necessary.

You are asked to certify if he is physically incapacitated from work of any kind. The following information is required before the employee can receive sick leave credit: (If applicable the following information is also needed for the employee's spouse or children.)

1. Date of examination;
2. Nature of Illness (Your Diagnosis):
3. Major Clinical Findings (Fever, Blood Count, etc.);
4. Medication and/or Treatment Prescribed:
5. Is this employee incapacitated to an extent which precludes him from doing work or any kind;  
Yes \_\_\_\_\_ No \_\_\_\_\_
6. Beginning date of incapacity\_\_\_\_\_.
7. Ending date or probable ending date of incapacity\_\_\_\_\_.

\_\_\_\_\_

(Signature of Examining Physician)

*APPENDIX E*

*Fire Unit*

*Statement of Understanding*

Re: Scheduling Practices

Effective January 1, 1984

*In addition to the provisions of Article Five.*

The Town and the Union agree to the following scheduling practices,

1. The Swingman may fill in for vacation as per past practice.  
See Job Description.
2. The Town will continue its practice of working the Swingman on a non-standard flexible work shift as per Article 5.2 within both the Fire and Ambulance Service.
3. Employees have the option of taking comp time pursuant to Fair Labor Standards Act for overtime assignments with proper Town approval. One overtime shift in a pay period may be granted as compensatory time in lieu of overtime pay with Chief's written approval submitted with the weekly payroll. All compensatory time shall either be taken or paid prior to the end of the fiscal year. NO EXCEPTIONS
4. The Town has the option of giving comp time pursuant to Fair Labor Standards Act for non-shift work assignments.
5. The swingman shall be available to be contacted, and to work, shifts that need to be filled. If the swingman wishes to be unavailable they must give verbal notice to the Chief or his designee twelve hours in advance stating the duration of their unavailability. The granting of this unavailability will be at the discretion of the Chief. The notification time period may be waived by the Chief or his designee for good cause.

*APPENDIX F*  
*FIRE DEPARTMENT CLOTHING ALLOWANCE*  
*PROTOCOL*

*Adopted as of September 22, 2000*

Uniform Pants

Uniform Shirts both long sleeve and short sleeve

Uniform Jackets both summer and winter

Uniform Coveralls

Socks

Boots or Shoes (black)

Overshoes

Hats

Emblems and Flags

Brass for Uniforms

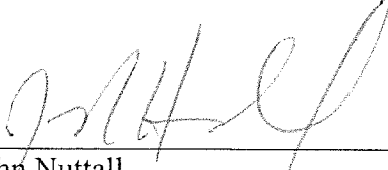
Sweat Shirt

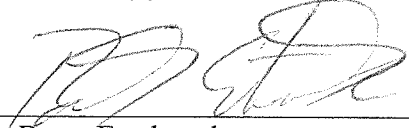
Vest

*Clothing must be purchased following the Town of Houlton Purchasing Ordinance.*


IN WITNESS WHEREOF the parties hereto have executed this Agreement on this \_\_\_  
day of 8/24/ ~~2020~~ 2023

***AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 93, AFL-CIO AND ITS LOCAL 1828, HOULTON, MAINE***

BY:   
\_\_\_\_\_  
John Nuttall  
Staff Representative  
Council 93

BY:   
\_\_\_\_\_  
Brent Estabrook  
Union Chair & Steward

***AND THE TOWN OF HOULTON***

BY:   
\_\_\_\_\_  
Marian L. Anderson  
Town Manager

**Contact List for  
Fire Department**

**Unit Business Agent**

Name: John Nuttall, Staff Representative, AFSCME Council 93  
Address: 6 Rockwood Drive  
Town: Manchester, Maine 04351  
Phone: Cell 207-561-0404

**Unit Steward**

Name: Brent Estabrook  
Address: 509 South Oakfield Rd  
Town: Lincoln, Maine 04730  
Phone: 207-478-7243

**Unit Secretary (Only one to post Notices)**

Name: Brent Estabrook  
Address: \_\_\_\_\_  
Town: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Town Manager**

Name: Marian Anderson  
Address: 21 Water Street  
Town: Houlton, Maine 04730  
Phone: 532-7111 (w)

**Fire Chief**

Name: Milton Cone  
Address: 21 Water Street (mail)  
Town: Houlton, ME 04730  
Phone: 532-1320 (w)