

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE TOWN OF RAYMOND

AND

**RAYMOND-WINDHAM PROFESSIONAL FIREFIGHTERS ASSOCIATION
IAFF Local 4095, AFL-CIO-CLC**

Effective July 1, 2023 thru June 30, 2026

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Agreement

This Agreement is made and entered into by the TOWN OF Raymond (hereinafter referred to as the "TOWN") and the IAFF LOCAL 4095, AFL-CIO-CLC (hereinafter referred to as the "UNION").

Article 1-Recognition

The Town of Raymond hereby recognizes Local 4095, IAFF, AFL-CIO-CLC as the sole and exclusive bargaining agent for all Full-time Firefighters/EMS personnel who are public employees as defined by 26 M.R.S.A. &962(6) excluding the Fire Chief and Deputy Fire Chief.

Article 2 – Check off

Section 1: Upon receipt of a signed authorization from each employee who is a member of the Union, the Town, on each payroll date, shall deduct from each employee's paycheck the union membership dues and benefit premiums. Authorization forms shall be supplied by the Union and shall be satisfactory to the Town. The form signed by each employee shall specify the amount to be deducted by the Town for that employee. An employee may revoke his or her authorization for deductions provided for in this section upon sixty (60) days advanced notice to the Town and the Union. The Town shall remit union members' dues bi-weekly via electronic funds transfer to the Union.

Section 2: The Union shall indemnify and save the Town harmless from all claims arising out of any instances in which the Town, in reliance on any authorization which shall have been furnished to it under the provisions of this article, has withheld funds and forwarded same to the Union.

Article 3 – Management Rights

Section 1: a). The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement; and the Town may adopt rules and regulations for the operation of the Department and the conduct of its employees, provided that any such rules and regulations, or changes thereto are

posted for ten (10) days prior to becoming effective.

b). The Parties agree to create and maintain a labor management relationship where the Town, the Union, and all Fire Department employees shall work together to maintain a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever-changing needs of the Fire Department and the Town of Raymond. This relationship will be implemented with a firm commitment to avoid an adversarial relationship and work together towards maintaining a relationship that fosters mutually beneficial outcomes. Effective 7/1/2022.

Section 2: a). Outside employment- Unit employees must notify the Chief of any outside employment as soon as practical. Any injuries or exposures sustained at that outside employment must be reported within 24 hours. Any injuries resulting in medical care will require a doctor's note. The purpose of this requirement is to avoid any complications with workers compensation. Effective 7/1/2022

Article 4 – Union Rights

Section 1: UNION BULLETIN BOARDS.

The TOWN agrees to furnish and maintain bulletin boards in suitable and convenient places in each work area to be used by the UNION.

The UNION shall limit its posting of notices and bulletins to such bulletin boards.

All materials that are posted on bulletin board will also be emailed to union members to the email they provide the Town, if they change email addresses then it is the Union members' responsibility to notify Town of such change.

Section 2: UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

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

- collect UNION dues, initiation fees and assessments,
- post UNION notices,
- attend negotiating meetings,
- transmit communications authorized by the local UNION or its officers to the TOWN; his/her representative,

- consult with the TOWN, their representatives, local UNION officers or other UNION representatives concerning the enforcement of any provisions of this agreement; and
- distribute UNION literature,

Provided that such activities will not interfere with the operation of the department.

Section 3: VISITS BY UNION REPRESENTATIVES

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

Article 5- Probationary Period

Section 1: Each employee shall be a probationary employee during his or her first six (6) months of employment with the Town of Raymond. This probationary period may only be extended by the written agreement of the Fire Chief, the affected employee, and the Union. During any such probationary period, the employment of such employee may be terminated without cause, said termination will not be subject to appeal through the grievance procedure.

Article 6- Grievance and Arbitration

Section 1: Every reasonable effort shall be made by the parties to fairly resolve every grievance without resorting to the formal grievance procedure hereinafter set forth. To that end it is the intent of the parties that throughout the course of this agreement there shall be open and honest communication between them. Further, each full-time employee is encouraged, prior to the filing of any formal grievance, to discuss any question, issue or dispute concerning the application, meaning or interpretation of this agreement with his or her immediate supervisor as soon as possible after the question, issue, or dispute arises.

Section 2: If a grievance has not been informally resolved as above suggested, it may be

submitted to the following grievance procedure:

- Section 2.1: Within thirty (30) days after the acknowledgment of an occurrence or knowledge of such grievance, the aggrieved employee and/or the Union shall, on a form provided by the Union, reduce the grievance to writing, setting forth the aggrieved employee's contention in full, including specific references to all sections of this agreement in dispute, and a proposed resolution, shall date and sign the grievance and shall submit it to the Fire Chief who shall, upon receipt, issue a dated receipt thereof.
- Section 2.2: Within thirty (30) days after receipt of a grievance, the Fire Chief shall meet with the aggrieved employee and a representative of the Union to discuss the grievance.
- Section 2.3: Within fourteen (14) days after meeting described in Section 2.2, the Fire Chief shall provide the aggrieved employee and the Union with a written response to the grievance. The failure of the Fire Chief to provide a written response within the time prescribed shall be deemed a denial of the grievance and the resolution requested and shall entitle the aggrieved employee and the Union to proceed as described in Section 2.4.
- Section 2.4: If not satisfied with the Fire Chief's response to a grievance, the aggrieved employee and/or the Union may, within fourteen (14) days after receipt of the Fire Chief's response, submit the grievance to the Town Manager who shall, upon receipt, issue a dated receipt, thereof. The failure of the aggrieved employee and/or the Union to appeal the Fire Chief's response to the Town Manager shall render the grievance resolved in accordance with the Fire Chief's response, which shall be final and binding upon the aggrieved employee and the Union.
- Section 2.5: Within fourteen (14) days after receipt of a grievance, the Town Manager shall meet with the Fire Chief, the aggrieved employee, and a representative of the Union to discuss the grievance.
- Section 2.6: Within fourteen (14) days after the meeting described in Section 2.5, the Town Manager shall provide the aggrieved employee and the Union with a written response to the grievance. The failure of the Town Manager to provide a written response within the time prescribed shall be deemed a denial of the grievance and the resolution requested and shall entitle the Union to proceed as described in Section 2.7.
- Section 2.7: Any grievance that has been properly and timely processed through the grievance

procedure set forth above and has not been settled at the conclusion thereof, may be appealed to arbitration by the Union in accordance with the following procedure: The Union may, within fourteen (14) days, serve on the Town a written notice of its intention to appeal the grievance to arbitration. The failure of the Union to appeal shall render the grievance resolved in accordance with the Town Manager's response.

- Section 2.8: Time spent in grievance meetings with the Fire Chief and Town Manager may occur during an employee's work time provided such meetings are scheduled to minimize interference with the employee's regular duties.
- Section 3: If a grievance is appealed to arbitration, the parties shall attempt, on their own, to agree upon an arbitrator. If they cannot agree within fourteen (14) days, the Union may, within fourteen (14) days submit the matter to the American Arbitration Association for the selection of an arbitrator in accordance with its Rules.
- Section 3.1: Arbitration shall be conducted as soon as mutually convenient for the parties after selection of the arbitrator. The arbitrator shall issue a written decision and award within forty-five (45) days after the conclusion of the arbitration hearing. The written decision and award of the arbitrator on the merits of any grievance adjudicated within his or her jurisdiction and authority shall be final and binding upon the aggrieved employee, the Union, and the Town.
- Section 3.2: The arbitrator has the authority to make the grievance whole but lacks the authority to award punitive damages to the aggrieved employee and or the Union.
- Section 3.3: The expense of arbitration shall be shared equally by the parties involved. Employee witnesses called by the Town shall be reimbursed by the Town for any loss of normal working time. Otherwise, however, time spent in arbitration hearing meetings shall not be considered working or paid time for the aggrieved employee or Union representative involved. To that end, all efforts will be made to schedule such meetings at times other than the employee's normal working time.

Article 7 – Seniority

Section 1: DEFINITION

"Seniority" means an employee's full-time length of continuous service with the

TOWN since the employee's last date of hire.

Section 2: BREAK IN CONTINUOUS SERVICE

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

Section 3: SENIORITY LISTS

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

Section 4: LAY-OFFS

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

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

Section 5: RECALL

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

No new employees shall be hired until all employees on lay-off have been given ten (10) calendar days' notice to report to work and have failed to do so.

Employees so notified must respond to the Town within two (2) days of their intent to return to work on the date specified for recall; provided that, if any employee has accepted other employment and intends to return to work and must give notice to the other employer and so informs the Town, the date specified for recall shall be extended for the period of notice required by the other employer, not to exceed two (2) weeks

Article 8- Holidays

Section 1: Holidays Observed:

The following holidays shall be observed:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Columbus Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Fourth of July	
Plus one (1) Personal/Floating holiday	

- All employees will be paid Holiday pay, this is paid whether working or on days off.
- "Holiday pay" is 8 hours of regular rate pay.
If working the holiday, then the employee will be paid at a rate of 1.50 times of regular rate. If the shift is an OT shift worked on a holiday, the rate will be 2.00 times the regular rate. Holidays will be observed on the actual date of the holiday.

Article 9- Vacations

Section 1: Accrual

Employees shall accrue vacation time according to the following schedule:

- 1 day a month for the first 3 years
 - 1.25 days a month after 3 years up to 10 years
 - 1.50 days a month after 10 years up to 15 years
 - 1.75 days a month after 15 years
- *a day is equal to 8 hours
* Employees will be allowed to accumulate up to 152 hours

Section 2: Pay Out

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

Section 3: Vacation Scheduling

Vacation time shall be scheduled consistent with department needs. During the first week of January, a vacation bid shall be opened and overseen by the Fire Chief.

Starting with the most senior unit member, each unit member that wishes to bid for at least a week of vacation time shall pick a period, not to exceed two weeks long, that they wish to reserve for vacation. Once each member has chosen their first vacation reservation, the process will be repeated to allow for another reservation of vacation time until all unit members have completed bidding.

Any vacation time request submitted to the Fire Chief with thirty (30) days' notice shall be awarded to the unit member on a first come – first serve basis. Any vacation request submitted to the Fire Chief with less than thirty (30) days' notice shall be the unit members responsibility to find coverage before the vacation time is awarded.

At no time will more than one (1) unit member of the same job classification be out on vacation leave at the same time.

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

Employees may not be held over on the last shift worked before scheduled vacation days.

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

Article 10- Leaves

Section 1: SICK LEAVE

A. Employees will accrue sick leave at a rate of 8 hours a calendar month. The maximum accrual will be 60 days / 480 hours.

B. Sick leave may be granted, with at least two (2) hours' notice by the employee, for any of the following reasons:

- Personal illness or injury,
- Personal medical or dental appointments which cannot be scheduled during other than working hours, or
- Absence required by serious illness or disability of a member of the employee's

Article 11- Disciplinary

Section 1: A Chief Officer shall not discipline any employee who has satisfactorily completed the probationary period, without just cause. In all cases which could result in the suspension or discharge of said employee, the Town will notify the employee of the alleged charges in writing and also offer a pre-determination meeting to provide the employee the opportunity to respond to the charges.

- a) A Chief Officer agrees that, in general, it will follow the principle of progressive discipline for minor offenses. For such minor offenses, the Town shall normally give an oral warning followed by a written warning for subsequent occurrence (s) before administering a suspension and/or discharge. A written record or copy of any such action taken shall be provided to the affected employee and the Union.
- b) Oral warnings shall not remain in effect for a period longer than twelve (12) months, provided that no further discipline has been administered. Similarly, there must be thirty-six (36) consecutive months without further disciplinary action to remove a written warning from an employee's personnel file and five (5) consecutive years without further disciplinary action to remove a suspension from the file.

Article 12- Working Hours

Section 1:

- a. The standard work period for unit employees shall be an average of forty-two (42) hours per week with a work schedule for unit employees that consists of working one (1) day on-duty, two (2) days off-duty, one (1) day on-duty and four (4) days off-duty. Employees shall be paid at the rate of time and one-half (1 ½) their regular hourly rate for all hours of work in excess of their regularly scheduled 42 hour average work week; except that employees will be allowed to work up to 11 hours per week of per diem shifts under the same terms and conditions as other department members for the duration of this Agreement, such hours to be paid at the employee's regular rate of pay for all per diem hours worked up to a total of fifty-three (53) hours worked per week, after which all hours shall be paid at the rate of time and one-half (1 ½). Effective 7/1/22.
- b. If the Town funds two (2) additional fire department employees in the 2023-2024 budget, these positions will combine with the two 12-hour rotational employees, creating a third 24-hour employee on each of the 4 shifts. The Parties agree that unit employees may work these per diem shifts at their straight-time rate of pay. No unit employee will be forced to work any per diem shifts. Effective 7/1/22.

immediate family. Immediate is defined as spouse, mother, father, mother-in-law, father-in-law, son, daughter, or other person who has lived in the employee's household to have attained such status.

C. The Chief may require a certificate from a qualified physician certifying an employee's continued absence from work. A certificate of "fitness to return to work" from a physician may also be required.

D. Misuse or abuse of sick leave may be cause for disciplinary action and may negatively affect the employee's performance evaluation.

E. Upon termination of employment, any employee who has five (5) years of continuous employment will be paid one-half regular pay for accumulated sick leave. In the event of an employee's death, the Town will pay accumulated sick leave benefits, as described above, to the employee's family. Employees who fail to provide proper notice of termination shall not be eligible for this benefit.

2. **BEREAVEMENT LEAVE**

The purpose of bereavement leave is to attend funerals or memorial services, making arrangements for such services, attending burials, or attending to family as a result of a death. Leave with pay shall be granted to regular full and part-time employees for up to three (3) days, not necessarily consecutively but reasonably proximate to the death, funeral, memorial service, burial, or other similar event, upon the death of a parent, spouse, brother, sister, child, grandparent, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law. Special consideration may be made by the Chief when exceptional or unusual circumstances are a factor. Leave may be granted at the discretion of the Chief to attend the funeral of a relative (other than those listed above) or friend.

3. **JURY DUTY**

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

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

4. **FAMILY MEDICAL LEAVE**

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

Section 2:

Overtime

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

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

Filling overtime shifts will follow past practices, until such time that the Labor Management Committee meets and develops a SOP (Standard Operating Procedure) on overtime methods of filling overtime shifts.

Article 13- Wages

The current pay scale set forth by the Town will reflect the following for wage increases with no retroactive pay.

Section 1: Effective July 1, 2023, the base wage rates for unit employees will be increased as outlined in Attachment (1).

EMT-B	EMT-A	EMT-P
\$20.80	\$23.40	\$26.00

Cost of Living Adjustments

July 1, 2023 – June 30, 2024, increase of 2.0 % for COLA

July 1, 2024 – June 30, 2025, increase of 1.5% for COLA

July 1, 2025- June 30, 2026- increase of 1.5% for COLA

All cost-of-living adjustments shall be paid, regardless of any employee’s receipt or non-receipt of performance-based merit increases as described in Article 13, Section 2.

Section 2:

Incentive Increases

Employees may be granted performance-based merit increases as determined by the Fire Chief. No later than 30 days prior to July 1st each year, a work performance evaluation will be completed by the Fire Chief (see Appendix A). The work performance evaluation, and any associated annual merit increase, will be included in this CBA and referred to in Appendix A.

Merit increases (only if eligible) will be based on performance reviews:

July 1, 2023 – June 30, 2024, increase of up to 2.0 % for Merit Increase

July 1, 2024 – June 30, 2025, increase of up to 1.5% for Merit Increase

July 1, 2025 - June 30, 2026- increase of up to 1.5% for Merit Increase

Article 14- Working Conditions

Section 1: To the extent they are not superseded by the provisions of this agreement, the personnel rules of the Town and the rules and regulations of the Fire Department shall continue to apply to all employees covered by this agreement.

Section 2:

Raymond Personnel Policy

All unit employees must abide by **all policies**, unless specifically outlined in the Town of Raymond's Personnel Policy, examples include vacation and sick leave policies, pre-employment and continuing medical and physical examinations, social media policy, leave of absences, including bereavement, leave without pay and FMLA, safety, drugs and alcohol in the workplace, and harassment policies.

Article 15- Health, Dental, and Life Insurance

Section 1: Unit employees will be eligible to participate in the Town's health, dental, and life group insurance programs. For unit employees who participate in the MPERS retirement program, the Town will pay 90% of the cost for individual health insurance coverage and the employee will pay 10% of the cost. All health insurance plans covering more than the employee, the Town will pay 75% of the cost of the health insurance coverage and the employee will pay 25% of the cost. For unit employees who participate in the Town's 457 retirement plan, the Town

will pay 100% of the cost of individual health insurance coverage. All health insurance plans covering more than the employee, the Town will pay 85% of the cost of the health insurance coverage and the employee will pay 15% of the cost.

Section 2: Employees eligible to receive family health care benefits but electing not to take advantage of this employee benefit will be eligible to receive one-half the cash value up to a dollar value of \$3,454 family or \$2,413 two person)) of the difference in cost between family plan and single subscriber plan. This benefit will be paid in the form of an increased retirement contribution to qualified programs outlined in this policy or utilized towards the cost of Town sponsored life insurance premiums. To take advantage of this benefit, eligible employees are required to show evidence that their spouse and/or family is insured under another family health care benefit plan. Program eligibility will be determined annually and governed by eligibility requirements of the current health care plan. The 50% added retirement benefit eligibility will be denied to non-custodial parents who are not legally required to provide health and/or dental insurance for their child(ren) (6/17/03).

Article 16- Station Uniforms

Section 1: The Town will provide unit employees with the basic clothing and uniform items as outlined in the Fire Department's Standard Operating Guidelines concerning the same. The Town will continue to replace all damaged, worn, non-fitting items on an "as needed" basis throughout the duration of this Agreement. Requests for replacements shall be made through the Public Safety Chief and shall not be unreasonably denied. In addition, all items will be replaced if damaged while on duty in the performance of work-related assignments/tasks at the expense of the Employer. Uniforms shall only be worn in places and at times which bear a reasonable relationship to the performance of official duties. The Parties have also agreed to develop/maintain the Fire Department SOP covering Station Uniform issues.

Uniform Policy Effective 7/1/2022

Employees shall only wear department issued or approved uniforms. Custom embroidery printed or non-approved uniforms shall not be worn on shift. Uniforms shall be maintained in good condition. When using cleaning materials that may stain, bleach, or cause damage to uniforms, coveralls shall be used to protect the uniform.

1. The Town agrees to provide and maintain Fire Department uniforms to new and existing unit employees as outlined below:

- a) All new unit employees upon the complementation of their probationary period will be provided department uniforms that include, two (2) department t-shirts; one (1) short sleeve department polo shirt; one (1) long sleeve department polo shirt; two (2) pairs of duty pants; and one (1) department windbreaker jacket. Unit employees will be issued (1) department winter coat prior to the beginning of winter season. Unit employees will be provided with one (1) pair of workboots not to exceed \$200.00 in costs and will be replaced as needed.
- b) On an annual basis, and each year thereafter, the Labor-Management Committee will conduct an evaluation of the employee's current uniforms status to assess current and future uniform needs for unit employees. Each unit employee shall complete an order form before a specified deadline indicating sizes for each type of clothing needed and allowing for a 1 for 1 mix and match of long and short sleeve polo shirts and tee shirts. After one year, each employee should have a minimum of two long sleeve polo shirts, two short sleeve polo shirts and three pairs of duty pants.
- c) In addition to uniforms outlined above and after one (1) year of service, unit employees shall be furnished with one (1) short sleeve Class B shirt, one (1) long sleeve Class B shirt, one (1) department shirt badge, one (1) name plate and one (1) set of collar brass with annual assessment and replacement as necessary.
- d) Any uniforms damaged on the job shall be replaced by the department.

Article 17-Retirement

The Maine PERS Special Plan 3C has been approved by the Board of Selectmen, however, is still pending final approval by voters at the Raymond Town Meeting in June 2023. If approved, the effective date will be September 1, 2023, or a date that is administratively practical but no later than October 1, 2023.

If the Board of Selectmen approves to recognize a unit employee's past years of service, as part of the agreement to join Maine PERS, a unit employee, may choose to buy back their time with Maine PERS, with the understanding the unit employee will be responsible for the full cost associated with buying back years of service.

A unit employee will have the choice to join Maine PERS pending budget approval at the 2023 town meeting or can elect to participate in the Town's 457 Deferred Compensation Plan.

If the MPERS Special Plan 3 C is not approved at the 2023 town meeting for funding, the Town's 457 Deferred Compensation Plan will continue to be available

for all unit employees to enroll in. The Town will match up to 6% of the unit employees' contributions.

Section 2: Wage Article Re-Opener

If the MPERS retirement is not approved at the 2023 town meeting, the parties mutually agree to re-open the Agreement and enter negotiations solely regarding base wages as set forth in this Article 13(1). Any negotiated change to the base wage scale set forth in Article 13(1) shall not go into effect until Year 2 of this Agreement (no earlier than July 1, 2024).

Article 18 Training

Weekly Training

Unit employees are encouraged to attend weekly training.

Outside training - Attendance at outside training- Unit employees are encouraged to attend outside training that is specifically pertinent to their position that will help improve the employee's performance and provide a more effective operation. Classes must be available at a reasonable cost. The Department will contribute to the training cost on a class-by-class basis. Unit employees must complete the class registration forms and submit them in a timely manner to the Training Team for approval. Classes may be denied if found to be not appropriate for the department or the unit employee has frequently attended classes to have funds available for other members. A passing grade and/or certificate of completion must be provided. If this is not completed the employee must reimburse the town for said class.

Article 18- Duration

Section 1: This contract shall be effective from July 1, 2023, through June 30, 2026.

Section 2: The execution of this contract shall serve as the required one hundred twenty (120) day notice to negotiate a successor agreement. To effectuate the negotiation of a successor agreement in a timely fashion.

Section 3: If collective bargaining pursuant to M.R.S.A. title 26 shall not have been successfully completed prior to the expiration date of this contract, the parties

hereto specifically agree that the present contract shall remain in full force and effect until a successor agreement has been negotiated and ratified.

Section 4: In recognition of their ratification of this contract, the parties have caused their names to be subscribed to by their duly authorized representatives as of the dates written below.

Date: 2/8/23

INTERNATIONAL ASSOCIATION OF

Date: Feb 8, 2023

FIREFIGHTERS, LOCAL 4095, AFL-CIO-CLC

[Signature]

Union Representative

TOWN OF RAYMOND

[Signature]

Town Manager

Appendix A

FAMILY MEDICAL LEAVE.

A. Under the provisions of the Family and Medical Leave Act of 1993 (FMLA), as amended, and 26 MRSA § 843 et seq., all employees who have been employed for at least twelve (12) months immediately prior to a leave request are entitled to take an unpaid leave of absence of not more than twelve (12) work weeks in the event of:

1. the birth of a child, in order to care for the child (leave must be taken within twelve (12) months of the birth of said child);
2. an adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the adoption or placement);
3. a serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is unable to care for themselves and the employee is needed for such care; or
4. a serious health condition of the employee which results in the employee's inability to perform his or her job.

The following paragraph is an explanation of how the policy would be implemented, but is intended only as an illustration, not as a definitive statement of policy:

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. This twelve (12) month period is defined as a rolling twelve (12) month period measured backward from the date an employee begins an FMLA leave. For example, if an employee has taken eight (8) weeks of FMLA leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken when a second leave is requested. In other words, the number of weeks which an employee has available upon the beginning of an FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period immediately prior to the beginning of the current FMLA leave (the Available Leave Weeks).

B. FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs 1 and 2, above, must be taken all at once unless otherwise agreed by the Town. If medically necessary, FMLA leaves due to illness as described in paragraphs 3 and 4, above, may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, however, the Town may require the employee to transfer temporarily to an alternate position which better accommodates periods of absence or a part time schedule, provided that the position provides equivalent pay and benefits.

C. Employees shall be required to use accrued, unused vacation and/or sick time for all leave types as part of the twelve (12) week leave requirement. For type 3 or 4 FMLA leave, employees will be required to use accrued sick time before utilizing vacation time.

D. When an employee request any leave of absence which qualifies as leave under the FMLA, the Town may designate such leave as FMLA upon written notification to the employee.

E. While on FMLA leave, employees may continue to participate in the Town's employee benefit programs in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee shall pay to the Town the employee's share of any employee benefits once per month in advance on the first day of each month. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's benefits, unless the employee's failure to return to work was for reasons beyond the employee's control. Benefit entitlements based on length of service will be calculated as of the last work day prior to the start of the leave of absence; for example, an employee on leave will not accrue sick or vacation time. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original position or a comparable position.

F. The Town may require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee needs to provide care. In its discretion, the Town may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ the Town may, at its own expense, require the binding opinion of a third health care provider, approved jointly by the Town and the employee.

G. When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Town operations. In cases of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to an employee's own illness, the employee must present a written authorization from his/her doctor stating that the employee is ready to return to work.

H. The following procedures shall be followed for an employee to use family medical leave:

1. The employee must submit a Request for FMLA Leave to the Chief. A copy of the request shall be forwarded to the Town Manager's Office. Where possible,

the request must be made at least thirty (30) days prior to the effective date of the requested FMLA leave. The Chief must respond to the employee's request within fifteen (15) days of receipt of the request.

2. All requests for FMLA leaves of absence must include the following information to be supplied by the treating medical provider:

- a. the date on which the serious health condition commenced.
- b. the probable duration of the condition; and
- c. the appropriate medical facts within the knowledge of the health care provider regarding the condition.

3. In addition, for the purposes of FMLA leave to care for a child, spouse, or parent, the request must give an estimate of the amount of time that the employee is needed to provide such care. For purposes of FMLA leave for an employee's illness, the request must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

J. Employees may apply for a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions:

1. Such leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work.

2. Maternity disability will be treated in the same manner as a type 4 FMLA leave of absence. The employee is required to exhaust accrued, unused sick and vacation time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability. If a maternity disability is for the number of available FMLA leave weeks or less, the employee will be reinstated in accordance with this policy. If a maternity disability exceeds the available FMLA leave, the employee will be reinstated unless business necessities make reinstatement impossible or unreasonable.

3. An employee who uses less than the Available Leave Weeks for type 4 leave for maternity may take additional type 1 FMLA leave after the end of the disability period for a period not to exceed the Available Leave Weeks.

K. In the event of any conflicts between this policy and other Town policies, the provisions of this policy shall govern. The FMLA and FMLA federal regulations issued by the U.S. Department of Labor, and Maine's Family Medical Leave Requirements (26 MRSA § 843 et seq.) contain many limitations and qualifications for entitlement and governance of FMLA leave not stated in these policies. The terms of the FMLA, the

FMLA federal regulations, and the Maine Family Medical Leave Requirements are incorporated herein and will be applied in all instances of requested or designated FMLA leave.