



Collective Bargaining Agreement

between

Town of Gray, Maine

and the

Gray Fire Fighters Union

IAFF Local 5007



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ARTICLE 1
PREAMBLE

Section 1: This Agreement is entered into by and between the Town of Gray, Maine hereinafter referred to as the "Town" and/or the "Employer", and the Gray Fire Fighters Union, IAFF Local 5007, hereinafter referred to as the "Union" and jointly referred to as the "Parties". Pursuant to the provisions of 26 M.R.S.A. 967, the Parties have entered into this Agreement in order to establish mutual rights, provide for equitable adjustment of differences which may arise, establish proper conditions of employment and compensation, and to promote effective municipal operations.

ARTICLE 2 UNIT RECOGNITION

Section 1: The Town recognizes the Union as the exclusive bargaining agent and/or representative for the purpose of collective bargaining relative to wages, hours, grievance/arbitration issues, and personnel policies, practices and all matters affecting the general working conditions of all Town of Gray employees included in the bargaining unit certified by the Main Labor Relations Board [MLRB] on June 19th, 2015 as outlined below:

Included: All Full-Time Firefighters, Firefighter/EMT's, Firefighter/EMT-A's, Firefighter/Paramedics, Firefighter/EMT/Mechanics, the Deputy Chief of EMS/Paramedic/Firefighter, and any other position performing fire suppression/protection/prevention and/or EMS related duties/responsibilities and not excluded from the unit.

Excluded: The Public Safety Chief, Call Firefighters (not already included in the Unit), Administrative Assistant to the Public Safety Chief, Per Diems (including any full-time Equivalents under the Affordable Care Act), any clerks and/or office personnel not performing the duties of the positions "included" in the certified unit and all other employees in the Town of Gray are excluded from the unit.

**ARTICLE 3
EMPLOYEE RIGHTS & RESPONSIBILITIES**

Section 1: Employees covered by this Agreement shall have the right to join, or refrain from joining, the Union. No member of the Union shall be favored or discriminated against, either by the Town or by the Union, because of membership or non-membership in the Union.

Section 2: The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, sexual orientation, or condition of handicap, except where based on a bona fide occupational qualification, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, or condition of handicap, except where based on a bona fide occupational qualification.

Section 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.

Section 4: Any employee shall have the right to be represented or accompanied by the Union representative when appearing before the Town Manager, the Public Safety Chief or their designated representatives on any personnel policy, practice or matter affecting their working conditions, grievance, or when disciplinary action is likely to result. Unit employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the Unit employee's obligations, the Unit employee shall comply with the rules and then initiate a grievance if they feel it is necessary.

Section 5: Probationary Employees: All new employees will be placed on probationary status for six [6] months from date of hire in accordance with the Town of Gray Personnel Policy dated February 21st, 2012. Any employee while in the probationary status may be terminated at any time during the probationary period with or without cause and such personnel actions are not covered under Article 9 of this Agreement until they have successfully completed their probationary period. Probationary employees may elect to become members of the Union after they have completed their probationary period and will be covered by the terms and conditions of the Agreement.

Section 6: Position Descriptions: The Employer agrees to create and maintain current and accurate position descriptions for all positions in the unit.

- a. The Employer agrees that each Unit employee will have access to a copy of their official position description and any amendment(s) thereto. The Employer agrees to provide the Union a copy of all position descriptions for Bargaining Unit positions.

- b. If changes are made to the official position description, either the Public Safety Chief and/or his designee will discuss the changes with the Union and once revised with the affected Unit employee[s]. To the extent that nothing shall interfere with the Employer's right to assign work, such discussion will normally occur prior to making the changes. A copy of the amended position description will be sent to the Union and the affected Unit employee[s] after it has been approved.

- c. It is agreed and understood that a position description is a written statement of the duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties an employee may expect to perform during the time they remain in the position. The position description is not in itself an assignment of work. The phrase "other duties as assigned" in a position description shall refer to duties or assignments reasonably related to the employee's line of work. It is understood that this does not interfere with the Employer's right to assign work.

ARTICLE 4 MANAGEMENT'S RIGHTS

Section 1: Except as otherwise specifically provided in this Agreement, or otherwise mutually agreed to in writing by the Parties, the Union recognizes the Employer's exclusive rights to manage, direct and supervise the operations of the Town of Gray's Public Safety Department and all its employees, provided that the Employer may not modify any term or condition of employment contained in this Agreement without the written consent of the Union. In the event this Agreement is silent on any terms and conditions regarding Unit employees, the Employer shall have the right to make any and all management decisions as it deems reasonable, however, the Employer shall notify the Union in writing of any impending or proposed changes to personnel policies, practices and/or matter affecting the working conditions of unit employees at least fourteen [14] working days prior to the implementation date of the proposed change. Upon receipt of such proposed change, the Union shall have fourteen [14] working days to notify the Town of its intent to negotiate the terms/conditions of the proposed changes pursuant to Title 26 and this Agreement.

Section 2: The Town shall indemnify and save harmless (within the limits of the Town's insurance as prescribed by law) for loss or damage, all unit employees from any personal financial loss and expense including reasonable legal fees and costs if any, arising out of any claim, demand, suit or judgment against the indemnified person provided the employee is acting reasonably within the scope of his or her job responsibilities. The Town shall not pay or reimburse any employee for their personal legal expenses incurred by the use of their own attorney unless ordered by a court or specifically authorized by the Town.

ARTICLE 5 UNION RIGHTS AND RESPONSIBILITIES

Section 1: The Union is entitled to act for, and negotiate collective bargaining agreements covering all employees in the Unit. The Union is responsible for representing the interests of all employees in the Unit without discrimination and without regard to labor organization membership. However, nothing in this Agreement shall be so interpreted as to require the Union to represent a Unit employee in processing a grievance, or to continue to represent him/them, if the Union considers the grievance to be invalid or without merit.

The Union further agrees to guarantee equal protection and service to all eligible employees covered under this Agreement without regard to union membership, disability, age, race, creed, color, gender, sexual orientation, and national origin, religious or political affiliation.

Section 2: The Union shall be given the opportunity to have a representative at any formal discussion between one or more representatives of the Public Safety Department, the Town and one or more Unit employees or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or any examination of a Unit employee by a representative of the Town in connection with an investigation if the Unit employee reasonably believes that the examination may result in a disciplinary action against the Unit employee or if the employee requests representation.

Section 3: The Town agrees to recognize the elected officers of the Union and any persons appointed to a position of responsibility as duly designated officials of the Union. The Union agrees to submit to the Town a list of officers/appointments on January 1st of each year and to update the names as changes occur [within 30-days after changes made].

Section 4: The Union shall be allowed to install a bulletin board in a conspicuous place approved by the Public Safety Chief within the Public Safety Central station. Approval of the placement of the bulletin board by the Public Safety Chief shall not be unreasonably denied.

Section 5: It is agreed that Union officials, as described in Section 3 above, are authorized a reasonable amount of official time away from the job to promptly and expeditiously perform their representational and Union duties and responsibilities on behalf of their bargaining unit members they represent. Authorization for utilizing official time must be obtained from the Public Safety Chief prior to any Union official utilizing official time. Additional time may be authorized by the Public Safety Chief as needed. However, Union Officers authorized to utilize official time under this section must be able to respond to Fire/EMS and/or other emergencies as necessary.

Section 6: The Union may conduct its business, including the conduct of Union meetings, at the Public Safety Central Station. The entire on duty crew will be allowed to attend. The conduct of Union business shall not interfere with normal activities of the Public Safety Department. The Union agrees that the Union, its officers and members will not engage in strikes, slowdowns, or work stoppages. Such activities engaged in by Unit employees may be just cause for dismissal.

Section 7: Union Dues Deduction: The Town agrees to deduct Union dues and other voluntary contributions from the paycheck of any Unit employee who submits a signed authorization form. Said deductions shall be remitted to the Union treasurer with a list of contributors on or before the 15th day of the following month and every month thereafter.

- a. The Union agrees to promptly refund to the Town or the Town any union dues amounts that are paid in error upon presentation of proper documentation thereof.
- b. The Union shall indemnify, defend and save the Town and the Town harmless against any and all claims, demands or grievances by any bargaining unit member or his/her personal representatives as a result of paycheck deductions by the Town in reliance upon payroll deduction authorizations submitted by the Union to the Town.

Section 8: Fair Share Fees: Those unit employees who choose not to join the Union shall be subject to one [1] of the following options:

- a. The employee may sign a written payroll authorization deduction in the amount of sixty percent [60%] of the present cost of the Union dues to defray the cost of contract administration such as research, negotiations, travel, legal fees and mediation. Fees will also be used for grievance issues for the employee; or
- b. Be subject to no payroll deduction, but if the services of the Union Representative are solicited, the employee will be charged usual and customary fees. If the Union's Staff Representative or Attorney's services are solicited, the employee will be charged usual and customary fees. The Union's cost for the arbitration proceedings, if any, will be borne by the employee.

ARTICLE 6
LABOR ~ MANAGEMENT PARTNERSHIP

Section 1: The Parties agree to establish and maintain a “Labor Management Relationship” that will open a new era where the Union, the Town, the Fire Department and all Fire Department employees shall work together to create a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of the Fire Department and the Town of Gray. Furthermore, the Parties agree to implement this Relationship with a firm commitment to avoid an adversarial relationship and work together towards developing and maintaining a Quality Labor-Management Relationship that fosters mutually beneficial outcomes. To this end, the Parties agree to establish and maintain a Labor-Management Partnership Committee.

Section 2: This Committee is designed to provide a means for the Parties to identify problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Public Safety Department can be accomplished in the most cost effective and efficient manner, while striving to enhance the working conditions of all Public Safety Department employees and enhance the Fire and EMS Services provided to the Town.

ARTICLE 7 PERSONNEL FILE

Section 1: Pursuant to 26 M.R.S.A. § 631, an employee shall be allowed access to their personnel file by requesting to view the file in person or in writing. The file shall be made available in a timely manner and will be viewed in the presence of the Town manager or his/her designee. Any employee accessing their personnel file must document the access on a Personnel File Release Form. Employees may not remove any original documentation or certificates without the approval of the Town Manager or his/her designee, and will be requested to sign any documents copied with appropriate notification that the Town is no longer liable for the confidentiality of the documents contents. In no case shall an unauthorized person obtain access to confidential/ privileged information from a personnel file.

Section 2: If upon inspection, an employee disagrees with any of the information contained in the personnel file, they may submit a written statement explaining the employee's version of the information along with evidence supporting such version. The Town will maintain such a statement as part of the employee's personnel file and will include the statement in any transmittal of the file to an authorized third party.

Section 3: Employees shall be required to acknowledge all records of disciplinary action inserted into their personnel file with a signature affixed to the document and returned to the Town, whether or not they agree with the action. Employees shall be entitled to submit a written rebuttal of a disciplinary action for insertion in their personnel file, provided such correspondence is received by the Town Manager within seven (7) working days of the notice being acknowledged by the employee. Every disciplinary notice shall include a statement advising employees of their right to grieve and/or refute the disciplinary action as set forth in this Agreement.

ARTICLE 8 SENIORITY

Section 1: Public Safety Department seniority shall be determined by continuous service in the Public Safety Department calculated from the date of full time employment as determined by the Town of Gray Personnel Policy dated February 21st, 2012) within the Public Safety Department. Continuous service shall be broken only by resignation, discharge, retirement, or layoff.

Section 2: The Public Safety Chief shall be the judge of qualifications and ability. Preference shall be given based on department seniority for the approval of vacation time. In addition, where all other factors of qualification and ability are equal in decisions relating to promotions Public Safety Department seniority shall be the determining factor regarding such promotion.

Section 3: Unit employees shall be ranked on the seniority list maintained by the Public Safety Chief based on the date of full-time employment which shall be posted by January 30th of each year for a period of not less than thirty (30) days. A copy shall be given to the Secretary of Local 5007 and to the Town Manager. Any correction to the seniority list as it appears posted shall be promptly reported by the individual employee to the Public Safety Chief.

ARTICLE 9
GRIEVANCE/ARBITRATION PROCEDURE[S]

Section 1: A Grievance shall mean any claimed violation, misinterpretation or misapplication that may arise between the Town, the Union and/or any bargaining unit employee[s] relating to this agreement and/or any personnel policy, practice or matter affecting the working conditions of unit employees.

Section 2: Nothing in this Article shall be deemed to deny an aggrieved unit employee the right to present their own grievance. In such event, the aggrieved employee shall forward a copy of the grievance being filed with any and all supporting information and material to the President of IAFF Local 5007. In addition, the Union shall have the right to be present at any meeting between the Town, the Public Safety Chief and the aggrieved employee[s] filing a grievance under this section. No resolution of a grievance under this provision shall be inconsistent with the provisions of this Agreement. The Union will be provided a copy of any decision rendered and/or settlement agreement made by the Employer representative throughout the grievance process.

Section 3: Except in the case of disciplinary actions, individual identical grievances may be consolidated at Step 2 and processed by the Union as one grievance throughout the remainder of the procedure by mutual consent of the Parties. Any decision rendered in connection with a consolidated grievance shall be binding on the other grievance[s].

Section 4: A grievance will be considered timely if it is submitted within twenty-one [21] calendar days from the date of the incident out of which the grievance arose or within twenty-one [21] calendar days of the date the grievant became aware of the incident.

The grievance must be presented in writing and contain a precise description of the grievance [who, what, where, when, how] with enough information contained therein to identify the specific nature of the grievance, the specific provision of the agreement, law, ordinance or policy in which the Public Safety Chief or the Town has alleged to have been violated, a statement of the remedial action or relief sought, i.e., the personal corrective action desired, evidence [documentary, if available] to support the grievance, the name of the designated representative, and any additional pertinent information to support the grievance.

Section 5: Grievance Procedure:

Step 1: An employee[s]/Union who claims to have a grievance shall present it to the Public Safety Chief in writing as outlined in Section 4 above. The Public Safety Chief shall meet with the Parties to resolve the grievance within ten [10] calendar days after receipt of the written grievance. If resolution of the grievance is not within the authority of the Public Safety Chief, he/she shall so inform the grievant and his/her representative at this meeting and refer them to Step 2 of the grievance procedure.

If the resolution of the grievance is within the Public Safety Chief's authority to resolve, he shall render a decision in writing within ten [10] calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee[s] and the employee[s]'s representative.

Step 2: If the Public Safety Chief's decision is unsatisfactory, the employee/Union may, within ten [10] calendar days after receipt of the Step 1 decision, forward it to the Town Manager for action. The Town Manager shall convene a meeting with the Parties within ten [10] calendar days after receipt of the grievance. The Town Manager shall render a decision in writing, within ten [10] calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee[s] and the employee's representative.

Step 3: If the Town Manager's decision is unsatisfactory, or the Parties are unable to resolve the grievance as a result of the Step 2 hearing, the Union may, within fourteen [14] calendar days of the Step 2 response, the Union may invoke arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Union and the Town Manager within seven (7) days after notice has been given. If the Parties fail to select an arbitrator, either party may request the assignment of the Maine Board of Arbitration and Conciliation for arbitration of the grievance; or if the services of the Maine Board of Arbitration and Conciliation become unavailable, the Parties can seek an arbitrator from either American Arbitration Association, the Federal Mediation and Conciliation Service or single arbitrator, whichever is available and mutually agreeable to the Parties.

Step 4: Arbitration Procedure: The arbitrator shall confine himself/herself to the issue[s] raised during the grievance as submitted during Step 2 and any evidence related thereto. The arbitrator shall have no authority to add to, subtract from or modify any of the provisions of this Agreement. The arbitrator's decision shall be final and binding on the Parties.

Section 6: Miscellaneous:

- a. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue as a threshold question before the arbitrator.
- b. Failure by the grievant or the Union to adhere to the time limits within this grievance procedure shall terminate the grievance as null and void.
- c. Failure of the Public Safety Chief or the Town Manager to render a decision within the specified time shall be construed as denial of the grievance.
- d. Time limits outlined in this article may be extended by written mutual consent of the Parties.

- e. Grievances concerning letters of caution or requirements, letters of reprimand, suspensions and terminations will be processed under this procedure beginning at the step above the level of management that affected the disciplinary action.
- f. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union. Each party shall be responsible for compensating its own outside representatives and expert witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record.

ARTICLE 10 DISCIPLINARY ACTIONS

Section 1: Disciplinary actions shall only be taken for just cause and the Town will utilize the tenets of progressive and corrective action where and when appropriate. Any disciplinary action taken against a Unit employee shall be subject to the grievance procedure.

Section 2: Notwithstanding the Public Safety Chief's/Town's ability to provide verbal counseling to any employee at any time and to document such events as may be necessary, disciplinary action will normally be dispensed in the following manner, although it need not be administered in this order:

- (a) Written Warning
- (b) Written Reprimand
- (b) Suspension without Pay
- (c) Demotion
- (d) Discharge/Termination

Section 3: If the Town interviews or questions a Unit employee when disciplinary action is being contemplated, the Unit employee is entitled to have a Union representative present. Once a representative is requested, the Unit employee will be allowed a reasonable amount of time, normally not more than five [5] calendar days, to obtain Union representation. During this delay no further questioning of the Unit employee will take place.

Section 4: No Unit employee will be suspended without pay, or terminated from employment, without being provided with a written copy of the allegations or charges against the Unit employee and be given an opportunity to be heard.

Section 5: All disciplinary actions shall become a part of the Unit employee's official personnel file.

**ARTICLE 11
LAYOFFS & REDUCTION IN FORCE**

Section 1: In the event the Town determines it is necessary to layoff personnel in the Public Safety Department, Unit employees shall be laid off according to seniority qualifications outlined in Article 8 of this agreement. Seniority shall be the determining factor except when a more junior employee has demonstrated superior job certification and performance than the more senior employee. In such circumstance, the junior employee may be retained and the more senior employee laid-off.

Section 2: All employees shall be given a thirty [30] calendar day written notice prior to layoff.

Section 3: Laid-off employees shall be recalled in reverse order of layoff. The recall period shall be twelve [12] months from the effective date of the layoff. Notice of the recall shall be sent by certified mail, return receipt requested, to the last known mailing address of the laid-off employee. It shall be the responsibility of the employee to provide the Town with the employee's current mailing address. The employee shall have fourteen [14] calendar days from the first attempt by the post office to deliver the certified letter to inform the Town Manager, in writing, of their intent.

Section 4: Employees who are laid-off shall be paid the balance of their accumulated vacation time and that portion of their accumulated sick leave as set forth in Article 13, Section 1 (d) herein. Said payment shall be made in one lump sum as of the effective date of layoff. In the event a laid-off employee is reinstated within one [1] year of layoff, he or she shall have all previous creditable service restored and shall be immediately eligible to accumulate annual leave as set forth in this agreement.

**ARTICLE 12
HOLIDAYS**

Section 1: The following holidays are observed by the Town.

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Patriots Day	Labor Day
Independence Day	Veteran's Day
Columbus Day	Thanksgiving Day
Friday after Thanksgiving	Half-Day before Christmas Day
Christmas Day	

Section 2: Holiday Pay: All Unit employees shall receive ten (10) hours of holiday pay (straight time hourly rate) for the holidays outlined in section 1, provided employees shall receive five (5) hours of holiday pay for the Half-Day before Christmas.

Section 3: Because of the nature of their position, unit employees may be required to work during one or more of the holiday[s] listed above. Should this occur, unit employees will be paid Holiday Pay plus time and a half for all hours worked on the holiday for all holidays except Thanksgiving and Christmas, for which they will be paid Holiday Pay plus two times their hourly rate for hours worked on the holidays.

ARTICLE 13
ANNUAL/SICK LEAVE & OTHER ABSENCES

Section 1: Sick Time

- a) The Town has established a sick time benefit to ensure that Unit employees have a financial resource during periods of illness. Provided the Unit employee has accrued sick leave, paid sick time may be granted for the following:
 - 1) Bodily injury, disease or illness.
 - 2) Illness in the employee's immediate family. The immediate family shall include spouse, children, mother, father, mother-in-law and father-in-law.
 - 3) Exposure to contagious disease/ quarantine.
- b) Unit Employees shall accrue sick leave.
 - 1) A twenty-four hour scheduled employee, as defined in Article 14- Section 1-A, shall accrue 102 hours of sick leave for each year while employed by the Town.
 - 2) A twelve-four hour scheduled employee, as defined in Article 14- Section 1-B, shall accrue 96 hours of sick leave for each year while employed by the Town.
- c) Unit employees, who utilize three or more days of sick time consecutively, may be required to furnish a physician's certificate, explaining the employee's condition in direct relation to their ability to perform their job responsibilities in accordance with their job description.
- d) Each unit employee, upon separation from employment in good standing, shall be entitled to pay equal to one-half of that employee's accumulated sick leave, not to exceed 360 hours, provided that the employee has worked full time for the Town for a period of at least five [5] years.

Section 2: Vacation Leave: Unit Employees with up to five [5] years of service shall be entitled to 84 hours of vacation time each year. Employees with five or more years of service shall be entitled to 126 hours of vacation time each year. Employees with ten (10) years of service shall be entitled to 168 hours of paid vacation time each year. Vacation time must be used in hourly increments.

Section 3: Discretionary Time: Additional time off with pay may be granted in writing to any employee by the Town Manager at his/her discretion. Such time must be used within one (1) calendar year and is not payable to the employee upon separation from employment in good standing.

Section 4: Bereavement Leave: Bereavement leave of up to thirty-six (36) hours with pay shall be granted to a bargaining unit employee in the event of a death in his or her immediate family. *Immediate family* is defined as parents, spouse/domestic partner, brother, sister, children [including step-children], grandparents, mother-in-law, father-in-law, sister-in-law and brother-in-law. In the event that a Unit employee is on paid vacation at the time of the death of a relative, the bereavement leave will not be charged against your vacation time. Additional vacation days may be granted to compensate for those days used as bereavement leave.

Section 5: Military Leave & Reserve Service Leave: The Town will comply with its obligation to provide leave and reemployment rights to employees who enter active military duty in a branch of the U.S. Armed Forces in accordance with the provisions of the Uniformed Services Employment and Reemployment and Rights Act (USERRA). Leave for active military duty shall be unpaid leave. Employees who are members of the organized military reserves and who are required to perform field duty or training will be granted reserve service, not to exceed ten (10) working days in any calendar year. For any such period of reserve service, excluding weekend duty, the Town will pay the employee the balance between service pay and allowances and the employee's regular daily compensation, the total equaling the regular pay of the employee had he/she been in service of the Town during the period of leave. The employee on reserve service leave must submit documentation that substantiates the military pay and allowances received from the military as a condition of any payment by the Town.

Section 6: Jury Duty: The Town considers it a civic duty to serve on a jury when summoned. In the event a full-time employee is selected to serve as a juror, the Town agrees to pay the difference between that employee's Town salary and his/her jury stipend exclusive of mileage which the employee receives from the Court. The employee must also produce a written statement from the appropriate court/ public officials showing the date and time served and the amount of pay received. When serving on a jury, the employee is expected to call their Department Head daily to advise them of their status. In addition, the employee is expected to return to their job if excused from jury duty during regular work hours.

Section 7: Family Medical Leave: The Family and Medical Leave Act (FMLA) entitles unit employees to take unpaid, job-protected leave for specified family and medical reasons. The FMLA will be administered pursuant to 29 CFR Part 825 and appendix A and B of the Town's Personnel Policy dated February 21st, 2012.

Section 8: Leave Without Pay [LWOP]: Unit employees may, with prior written approval of the Town Manager, be granted an unpaid leave of absence of no more than twelve [12] months for compelling and urgent personal reasons. During such time, employees shall not be entitled to any Town paid benefits or creditable service earnings and/or will not accrue any sick leave, vacation leave or Holiday Pay while on LWOP, but they may continue to receive insurance benefits through COBRA Continuation Healthcare Coverage at the Employee's expense. LWOP will not be approved for unit employees seeking employment outside of the Town of Gray.

Section 9: Trading of Time [Swaps]: The Employer shall continue the practice of permitting employees to substitute for one another on regularly scheduled tours of duty (or for some part thereof) in order to permit an employee to absent him/herself from work to attend to purely personal pursuits.

- A. The trading of time shall have no effect on hours of work for overtime purposes if the following criteria are met:
 - a. The trading of time is done voluntarily by the employees participating in the program and not at the behest of the Employer.
 - b. The reason for trading to time is due, not to the Employers operations, but to the employee's desire or need to attend to personal matters.
 - c. A record is maintained by the Employer of all time traded by its employees.
 - d. The period during which time is traded and paid back does not exceed twelve (12) months.
- B. The trading of time shall normally be limited to personal of equal rank or qualifications and with comparable training and experience on the equipment to be operated and shall be at the discretion of and with prior approval of the Public Safety Chief or his/her designee, which approval shall not be unreasonably withheld.
- C. The Town shall not be held responsible for enforcing any agreement made between employees and shall not be under any financial obligation to the substitute for their duty as a substitute.

ARTICLE 14
HOURS OF WORK AND OVERTIME

Section 1: Hours of Work: The regular work week for unit employees shall consist of an average of forty-two [42] hours per week. The standard work-day shall consist of a twenty-four [24] hour shift [0800 to 0800 each shift] or a twelve [12] hour shift [0600 to 1800 each shift]. The work schedule[s] shall be as follows:

- **Twenty-Four Hour Schedule:** The work schedule for Unit Employees working 24 hour shifts shall be the twenty-four [24] hours on-duty and forty-eight [48] hours off-duty and twenty-four [24] hours on-duty then ninety-six [96] hours off-duty schedule unless otherwise mutually agreed to by the Parties.
- **Twelve Hour Schedule:** The work schedule for Unit Employees working 12 hour shifts shall be four [4] days on with four [4] days off unless otherwise mutually agreed to by the Parties.

Section 2: Overtime: The Town may require unit employees to work beyond the end of their scheduled shift and in addition to their regular work schedule as defined above. For the purposes of calculating overtime pay for unit employees the parties have agreed upon a fourteen [14] day work period. Overtime shall be paid at the rate of one and one-half [1.5] times the employee's hourly rate for "all" hours worked over 106 hours in a 14-day cycle. The parties further agree that call member time, vacation leave, and bereavement leave will be considered as hours worked when calculating overtime for unit employees.

Section 3. Forced-In Overtime: Any Unit employee that is forced to work any overtime outside their average workweek described in Section 1 above shall be paid one and one-half [1.5] their hourly rate for all hours they are forced to worked.

ARTICLE 15
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 any and 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.

ARTICLE 16 HEALTH AND SAFETY

Section 1: The Town will continue to assure that safe and healthful working conditions are provided for unit employees pursuant to existing law, rule or regulation. The Union agrees to cooperate with the Town by encouraging unit employees to work in a safe manner and wear protective clothing and equipment prescribed by the Town and to report observed safety and health hazards to the Town in accordance with applicable procedures. In addition, the Parties agree to work together to address Fire Department safety issues.

Section 2: Personal Protective Clothing: The Town shall continue to furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, such as personal alarm devices, or personal floatation devices, necessary to preserve and protect the safety and health of fire fighters. All protective clothing and equipment shall meet the applicable NFPA standard[s], whether existing or promulgated during the term of this agreement that provides the highest level of worker protection from among federal, state, provincial or voluntary consensus standards [whichever is more stringent].

Section 3: Maintenance of Apparatus/Equipment: The Town shall continue to provide all unit employees with the necessary tools of the trade and safety gear, as required by law or otherwise required by the Public Safety Chief to perform the essential duties of the position. In addition, the Town shall continue to provide for the inspection and testing and proper maintenance of apparatus and firefighting equipment used by unit employees. The Town shall continue to take prompt and appropriate action when an unsafe condition is reported to or observed by the Town. Repairs and maintenance will be accomplished by qualified personnel only. The Town agrees that all emergency motorized firefighting equipment and apparatus will receive top priority for maintenance or replacement. The Town further agrees that any portable fire-fighting equipment that is found to be deficient will be immediately taken out of service until properly repaired or replaced.

Section 4: Employees shall be provided with a communication device at no cost to the employee. All clothing, personal equipment, protective gear, (excluding footwear), tools, communication devices, etc., purchased for an employee shall remain the property of the Employer and it is incumbent upon each employee to properly maintain and care for these items at all times. All such items provided to employees by the Employer shall be returned to the Town when directed by the Public Safety Chief or upon employment separation. Final payout of any unused accrued time will not be paid until all equipment issued and/or provided to the Unit employee is returned as required in this section.

ARTICLE 17
UNIT EMPLOYEE BENEFITS

Section 1: Fire & EMS Certifications/Licenses and Educational Reimbursements: The Town shall continue to pay for all costs associated with any and all training mandated by the State of Maine and/or approved by the Public Safety Chief for Fire & EMS training related to the employees duties and responsibilities in the Public Safety Department.

Section 2: Unit employees who voluntarily request training or education that is not mandated by the State or Public Safety Chief may be eligible to do so at Town expense upon prior authorization of the Public Safety Chief when determined to be advantageous to the Town, and subject to the availability of budgeted funds. Such approval may also be conditioned in the form of expense reimbursement upon attainment of a satisfactory grade. Time spent engaged in these endeavors shall not be compensable or creditable unless approved in advance by the Public Safety Chief. The Town agrees to reimburse unit employees for the cost of tuition and books, for courses approved by the Public Safety Chief that are completed at an accredited institution for higher learning with a grade of "C" or better when courses relate to firefighting or EMS training or course of study.

Section 3: To encourage professional development, the Town agrees to provide an educational incentive pay plan for Unit Employees. The Town will provide an additional stipend for the award of a degree completed at an accredited institution of higher learning. For the purposes of receiving this incentive pay, the Town will recognize accredited degrees as follows:

Associate Degree	July 1, 2018 Nine [\$9.00] Dollars per week July 1, 2019 Ten [\$10.00] Dollars per week
Bachelor's Degree	July 1, 2018 Twelve [\$12.00] Dollars per week July 1, 2019 Thirteen [\$13.00] Dollars per week

Section 4: Insurances:

a. Health Insurance: The Employer shall provide Unit employees with the same health Insurance plan provided to non-union employees. The Town shall pay eighty percent (80%) of the premiums of members and dependents and Unit employees shall pay the remaining twenty percent (20%). The Town will provide the Union with information regarding the health plan(s) the Town is considering fourteen (14) days prior to the Town's decision on renewal of the health insurance.

b. Dental/Vision Insurance: The Employer agrees to make available optional Dental and Vision Insurance benefits to all unit employees of the Public Safety Department at their own expense. Coverage begins on the first day of the month following thirty (30) days of employment.

c. Disability Insurance [Income Protection]: The Employer agrees to make available Disability Insurance [Income Protection] to Unit employees of the Public Safety Department at their own expense.

d. Life Insurance: The Employer agrees to pay 100% of the premium for full-time qualifying employees for 1X salary plan.

**ARTICLE 18
UNIT EMPLOYEE WAGES**

Section 1: Compensation: Unit employees shall be paid an annual salary based on an hourly rate of pay pursuant to the Classification & Compensation Plan outlined below. For each year of this agreement, the Unit employee's hourly rate will be increased by 2% effective on July 1st, 2017, July 1st, 2018 and July 1st, 2019.

Section 2: Unit Employee Wage Scale:

Unit Position	Current Rate	July 1, 2017	July 1, 2018	July 1, 2019
EMT Basic	\$16.00	\$16.32	\$16.65	\$16.98
EMT Basic*	\$16.32	\$16.65	\$16.98	\$17.32
EMT Advance	\$16.32	\$16.65	\$16.98	\$17.32
FF/Mechanic	\$16.32	\$16.65	\$16.98	\$17.32
FF/Mechanic*	\$16.65	\$16.98	\$17.32	\$17.67
Paramedic	\$17.34	\$17.69	\$18.04	\$18.40

*Unit Employees employed by the Fire Department at the time of ratification of this agreement and who were employed by the Fire Department between July 1, 2016 and June 30, 2017 will receive a lump sum payment equal to 2% of the wages paid to them during said period.

ARTICLE 19
DURATION AND CHANGE

Section 1: Final Resolution: This Agreement represents the total understanding of the Parties. The Parties to this Agreement agree that matters covered by this contract shall not be the subject of bargaining during the term of this contract, except by mutual agreement of the Parties.

Section 2: Maintenance of Benefits: It is mutually agreed that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this Agreement shall remain in full force and effect throughout the duration of this Agreement subject to established procedures for changing these negotiable benefits or terms and conditions of employment.

Section 3: Severability: 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 application shall continue in full force and effect. The Parties shall meet as soon as possible to negotiate a substitute provision when necessary.

Section 4: Duration of this Agreement: This Agreement shall be in effect and binding upon both the Town and Union upon ratification by the parties and shall remain in effect through June 30th, 2020. In the event that collective bargaining shall not have been successfully completed prior to the expiration of said Agreement, the Parties hereto agree that the provisions of this Agreement shall remain in full force and effect until such time as a successor agreement has been negotiated and executed by the Parties.

Section 5: The execution of this Agreement shall serve as the required one hundred twenty (120) day notice pursuant to Title 26 MRSA § 965.

DATED: 4.29.18

TOWN OF GRAY

By Deborah Cubana
Its Town manager

DATED: 4-29-18

GRAY FIRE FIGHTERS UNION
IAFF LOCAL 5007

By [Signature]
Its President