

LISBON PROFESSIONAL
FIREFIGHTERS



LOCAL
5451

Collective Bargaining Agreement

Between

Town of Lisbon &

Lisbon Professional Firefighters

July 1, 2024 - June 30, 2027

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ARTICLE 1 – PREAMBLE

1.1. This Collective Bargaining Agreement (the "Agreement") by and between the Town of Lisbon, Maine, hereinafter referred to as the "Town," or "Employer," and Local #5451, International Association of Fire Fighters, hereinafter referred to as the "Employee" or "Union," is entered into and effective as of July 1, 2024.

The term "Employees" shall mean all uniformed full-time Fire & EMS personnel, employed by the Town of Lisbon, Maine that are part of the Lisbon Fire Department principally performing Fire, EMS and other related services provided by the Lisbon Fire Department, unless otherwise stated herein.

With respect to the rights and obligations stated in this Agreement, the parties shall designate a primary representative; for the Town, the Town Manager, and for the Union, the President of IAFF Local 5451. The parties may designate an alternative primary representative, in writing, as necessary.

1.2. It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Employee, to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 2 – RECOGNITION

2.1. Exclusive bargaining agent: The Employer recognizes the Union as the exclusive bargaining agent for all full-time Employees, as defined herein, specifically excluding the Fire Chief, Deputy Chief, fire department secretarial personnel, and all other Town personnel not specifically identified in the unit who would be excluded by the provisions of Maine's Municipal Public Employees Labor Relations Law (MPELRL).

ARTICLE 3 – SEPARABILITY

If any clause, sentence, paragraph, or part of this Agreement for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. In the event any provision of this Agreement is held invalid, as set forth above, the parties shall enter into limited negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

It is assumed by the parties that each provision of this Agreement is in conformity with all applicable laws of the United States and the State of Maine. Should it later be determined that it would be a violation of any legally effective statute, regulation or governmental order to comply with any provision or provisions of this Agreement, the parties agree to

renegotiate such provision or provisions of this Agreement for the purpose of bringing them in conformance with such statute, regulation or governmental order, so long as they shall remain legally effective and the other provisions of this Agreement will not be affected thereby.

ARTICLE 4 - MANAGEMENT RIGHTS / RULES AND REGULATIONS

4.1. Management Rights: Except as expressly provided for in this Agreement, the Employer retains the exclusive right to determine and from time to time to re-determine how to manage its departmental operations and direct the workforce, including but not limited to the exclusive right to hire, promote, demote, or transfer Employees; make regulations for safety of employees; increase or decrease the size of the workforce; suspend or otherwise discipline and terminate for just cause any Employee; establish qualification requirements for job classifications in the Department; select, install and require the use of any equipment, machinery, or vehicles necessary for the safe and efficient operations of the Department; and to make and enforce rules and regulations governing the conduct and the work of its employees as are not specifically inconsistent with the provisions of this agreement. These enumerated rights are solely vested in the Town, subject to the provisions of the Town Charter and Rules and Regulations adopted pursuant thereto and subject to the provisions of this Agreement.

ARTICLE 5 – RULES AND REGULATIONS

5.1. Right to issue: The Employer shall retain the right to issue rules and standard operating procedures for the fire service as provided by law and modified by the provisions herein. The parties understand and agree that, whenever such work rules and standard operating procedures directly conflict with the provisions of this Agreement, the provisions in this Agreement shall apply. The Employer shall furnish the Union with a written or printed copy of all such work rules and standard operating procedures.

5.2. Posting of rules: Prior to the implementation of any new or revised work rule, policy or standard operating procedure, unrelated to safety concerns, the employer shall provide notice to the Union and the information must be posted thirty (30) days prior to taking effect. During this 30-day grace period, the Employer must grant the Employee representatives an opportunity to discuss the effect of the implementation of said rules, policies or procedures. If, during normal business hours prior to the 30-day period has concluded, the Employer has received no written rebuttal to said proposed rules or regulations, it shall be assumed the Union has consented to it.

In advance of the issuance of any mandatory trainings or events, that require participation from the membership on an “off-duty day,” the Employer shall provide notice to the Union and the information must be posted thirty (30) days prior to the training or event taking place.

5.3. Rule may be grieved: Any new or revised work rule, policy or standard operating procedure established by the Town shall not be inconsistent with the terms of this agreement. Any dispute concerning the establishment of such a new or revised work rule, policy or standard operating procedure shall be subject to the Grievance/Arbitration provisions of this agreement.

5.4. Exception: This section shall not apply to rules and/or regulations issued due to an emergency.

5.5. Written suggestions: All Employees shall be permitted to make suggestions regarding departmental work rules and/or standard operating procedures. Such suggestions shall be submitted to the Fire Chief in writing, and a copy thereof transmitted to the Employer. Said suggestions for rules and/or regulations shall be given due consideration and adopted if deemed advisable by the Fire Chief and the Employer.

ARTICLE 6 - UNION SECURITY AND CHECKOFF

6.1. Non-discrimination: All recognized Employees shall have the right to join the Union or refrain from doing so. No Employee shall be favored or discriminated against by either the Employer or the Union because of their membership or non-membership in the Union or their standing therein. The Union recognizes its responsibility as the bargaining agent and agrees to represent all Employees as the bargaining unit without discrimination, interference, restraint, or coercion.

6.2. Financial Responsibility: The Union shall not be held financially responsible for any Employees who elect not to join the Union after seven (7) months of employment or who discontinue membership in the Union and fail to pay the Union each week an amount equal to eighty percent (80%) of the usual regular dues.

6.3. Representation: If an Employee, who after seven (7) months of employment has chosen not to join the Union (or discontinues their membership in the Union) and fails to pay the Union an amount equal to eighty percent (80%) of the usual and regular dues, elects, at a future point in time, to become a member of the Union, or remit to the Union eighty percent (80%) of the usual and regular dues each week and desires Union representation for a grievance he has filed within ninety (90) days of either becoming a member of the Union or the initiation of continuous weekly payments to the Union equal to eighty percent (80%) of the usual and regular dues, such Employee shall pay thirty dollars (\$30.00) per hour for representation by the Union representatives and sixty dollars (\$60.00) per hour for representation by the Union's attorney. All expenses incurred in the proceedings, including the cost of any arbitrators, will be borne by the Employee.

6.4. Payroll deduction: The Employer agrees to deduct dues and payments to the Union upon written receipt of authorization from Employees who desire such dues and payments to be deducted from their payroll by the Employer. The Employer further agrees promptly to

notify the Union, in writing, after any Employee requests that the Employer cease to make such deductions.

6.5. Payment date: The Employer shall forward to the treasurer of the Union such deductions as described in section 6.4 of this article monthly. The payments shall be due and should be paid in full on or before the fifth of the month following the month in which such deductions were made.

6.6. Indemnity: The Union shall indemnify and save the Town harmless against all suits and claims which may arise by reason of action taken in making deductions of said dues and payments and remitting same to the Union pursuant to this article unless such claim or suit is found to have arisen in substantial part from Employer's violation of this agreement.

ARTICLE 7 - UNION BUSINESS / REPRESENTATIVES

7.1. Bulletin board: The Employer agrees to supply a bulletin board at each station for the Union's sole and exclusive use in posting notices related to Union business. Any posted notice must be signed by a shop steward or union representative. No derogatory material shall be posted.

7.2 Union meetings: The Employer agrees to provide a meeting place for Employees to conduct Union business and for regularly scheduled monthly meetings. The entire on duty crew will be allowed to attend. The conduct of Union business shall not interfere with normal activities of the Department. The Union agrees to notify the Fire Chief of the dates/times of the Union Meetings once such meetings have been scheduled.

7.3. Special meetings: The Employer agrees to provide a meeting place for special meetings (subject to the approval of the Fire Chief, or his designated representative.

7.4. Time off with pay: An Employee covered by this agreement, who is a member of the Union, shall be allowed time off with pay for official Lisbon Local 5451 Union business with representatives of management upon appointment, provided that three (3) days' advance notice is given to the Employer by the Union's Business Agent specifying the length of time off required and so long as there is sufficient manpower available to cause no interference with normal departmental operations. Notwithstanding the foregoing notice requirement, the Fire Chief shall have discretion to authorize time off with pay for an Employee on less than three (3) days' advance notice. In addition, one (1) Union representative shall be allowed time off with pay during their regular work or shift hours to investigate grievances or to attend grievance hearings.

7.5. Approved leave: No time off or leave of absence shall be permitted under this article unless the Fire Chief, or the Deputy Chief in the Chief's absence, determines there is sufficient manpower available to cause no interference with normal departmental operations.

ARTICLE 8 - SENIORITY AND LAYOFFS

8.1. Seniority: Seniority shall be determined by the hire date of the Employee. In case of personnel reduction, layoffs shall be based on reverse seniority, with the least senior Employee laid off first and the most senior rehired first when positions become available. In the event the Department must make deep cuts which result in the layoff of 50 percent of unit members, the Fire Chief shall have complete discretion as to who will be laid off as long as s/he can demonstrate the reasons for his/her selections. Continuous time in the Department will be given the utmost consideration when these selections are made.

Employees who have been subject to a reduction in force will be placed on a recall list ("Recall List"). If the Employer determines there is work available in the job classification previously held by an affected unit member, recalls to duty shall be based upon seniority. The Employee with the most seniority shall be rehired first; given the opportunity to return to work and no new Employees shall be hired until all laid off Employees have been given an opportunity to return to work, provided, however, that enough of them are qualified to fill the vacant position, or positions.

In the event of a recall, the Employer shall notify the affected Employee, which notice shall specify the date and hour to report for duty. The Employer's notice shall be provided to affected Employee by telephone and certified mail to their last known address. Laid off Employees shall have seven (7) days from the date of the postmark on the certified mailing, to respond to the Employer and confirm their intention to return. Employees failing to return or respond shall be removed from the List. Returning Employees shall maintain all seniority rights and privileges enjoyed prior to the date of their layoff notice.

8.2. Posting and Objections: The Employer shall establish and maintain a seniority list, to be posted and provided to the Union, on a quarterly basis. Such list shall be deemed accurate unless challenged by the Union within five (5) days of receipt and posting.

ARTICLE 9 - NO STRIKE / NO LOCKOUT

Neither the Union nor the unit members will call, sanction or engage in any slowdown, walkout, work stoppage, interruption of service, or strike against the Employer, during the term of this Agreement.

The Employer agrees that there shall be no lockout of the unit members covered by this Agreement, during the term of this Agreement.

ARTICLE 10 - DUTIES

10.1. Fire Personnel Duties: Other than duties customarily assigned to firefighters and EMS personnel as reflected in position descriptions developed for classifications within the unit, Employees may be assigned to perform “other work/outside duties,” subject to the following limitations and conditions:

- (i) The other work/outside duties shall be temporary in nature:
- (ii) Unit members shall not be assigned to temporary work regularly performed by employees within another Town Department when such duties would displace employees in that Department; and
- (iii) The other work/outside duties shall be within the general knowledge, skills and technical ability of the unit member to which it is assigned, provided however, under no circumstances shall it include grounds keeping, janitorial services, or general construction projects unrelated to the fire stations or grounds.

10.2 Employees shall not be detailed to other Departments or public utility companies, except in the event of an emergency affecting the health, safety, and welfare of the Town and its inhabitants, or by mutual consent.

10.3 Employee attendance at outside work or events approved by the Fire Chief or the Chief’s designated representative shall be compensated at one and a half times the unit member’s hourly rate.

ARTICLE 11: OFFICER POSITIONS & CHANGE OF WORKING CONDITIONS

In the event that the Town of Lisbon establishes new firefighter officer positions, including but not limited to Lieutenant, Captain, or any other officer rank, the parties agree to bargain the stipends, wages and benefits applicable for the newly created position, pursuant to applicable labor laws and the terms of this Agreement.

This Article serves as a reopener clause, requiring bargaining solely related to the stipends, wages and benefits applicable for each newly created officer position, with all other terms and conditions of the collective bargaining agreement shall remain in effect and unchanged unless mutually agreed otherwise.

Notification and Timeline

In the event that the Town of Lisbon establishes new firefighter officer positions, the following timelines will apply:

- (i) The Town shall notify the union in writing of its intent to create each new

officer position at least 60 days prior to the proposed implementation.

(ii) Upon receipt of such notice, the union may request to enter bargaining on the specific topic of stipends, wages and benefits for the new officer position.

(iii) Bargaining shall commence within 30 days of the union's request to bargain and shall proceed in good faith, pursuant to applicable labor laws and the terms of this Agreement.

Interim Compensation

Until an agreement is reached with respect to the stipends, wages and benefits applicable for the newly created officer position, employees assuming the new officer position shall be compensated for stipends, wages and benefits, at levels determined by the Fire Chief, which shall be subject to retroactive adjustment based on the final terms negotiated pursuant to this Article.

ARTICLE 12: LATERAL TRANSFER ELIGIBILITY

Wage Scale Placement: The Town shall have the right to hire new employees on condition they have prior, full-time experience in a career fire and EMS department, as lateral transfers. Lateral transfer may be assigned a place on the existing firefighter and EMS wage scale, at the Fire Chief's discretion, on condition that the placement is no higher than Step 4 on the wage scale.

Fire Chief Approval: The Fire Chief shall identify qualifications and experience requirements for prospective lateral transfers and will provide this information to the Union through the joint labor-management meeting procedure set forth in Article 42. The Union shall have the right to raise concerns regarding any lateral transfer for the Fire Chief's consideration.

Approval of a lateral transfer shall be granted only if the candidate's qualifications and experience has been determined to be consistent with Departmental requirements, in the Fire Chief's discretion.

ARTICLE 13 - PROMOTIONS

13.1. Job Posting: When a promotional position needs filling, a notice shall be posted detailing application methods, deadlines, job descriptions, and eligibility requirements.

13.2. Materials and Schedule: The Employer shall prepare and post a reading list for promotional exams, and all eligible applicants shall be provided with exam/test/interview details.

13.3. Promotional Process List: The Employer shall maintain a promotional process list ("List") consisting of eligible candidates ranked in order of their performance during the promotional process. The List shall be prepared following a fair and transparent promotional process conducted in accordance with the provisions outlined in this Agreement and any applicable laws or regulations. The List shall be compiled within a reasonable time frame following the completion of the promotional process.

13.4. Eligibility Criteria: To be eligible for inclusion on the List, candidates must meet the qualifications and requirements outlined for the promotional position as specified in this Agreement and any relevant standards, policies or procedures established by the Employer. Eligible candidates shall be notified of their inclusion on the List and their respective ranking.

13.5. Ranking Methodology: Candidates on the List shall be ranked based on their performance during the promotional process, which may include but is not limited to assessment of skills, knowledge, experience, and any other relevant criteria determined by the Employer. The ranking methodology shall be fair, objective, and consistently applied to all candidates.

13.6. Use of the List: The List shall serve as a reference for filling promotional positions that may become available within the next two (2) years following its preparation. Should a promotional opportunity arise, the Employer has the right to select from the top 3 candidates regardless of ranking from the established list. The Employer shall notify candidates selected for promotion from the List and provide them with the necessary details regarding their new position should they accept the promotion. In the event a candidate denies promotion, the next eligible candidate becomes eligible for promotion, establishing that the Fire Chief shall always have 3 candidates to choose from for an open promotion.

13.7. Maintenance and Review: The List shall be reviewed periodically to ensure its accuracy and relevance. Any updates or revisions to the List shall be communicated to the candidates in a timely manner.

13.8. Confidentiality: Access to the List shall be restricted to designated personnel involved in the promotional process and other authorized individuals as determined by the Employer.

13.9. Dispute Resolution: Any disputes or concerns regarding the preparation, content, or use of the List shall be addressed through the grievance procedure outlined in this Agreement.

ARTICLE 14 - EVALUATION PROCEDURE

14.1. Annual Evaluations: Performance evaluations shall be conducted annually for all Employees. Firefighters shall be evaluated by the Fire Chief or the Chief's authorized designee.

14.2. Review and Discussion: Evaluators shall meet individually with Employees to discuss performance evaluations and provide copies. Employees may provide comments and sign evaluations.

14.3. Improvement Goals: Specific improvement goals shall be discussed with Employees if negative reports are included in performance evaluations, with measurable benchmarks considered for future evaluations, where appropriate.

14.4. Personnel File: A copy of each Employee performance evaluation shall be kept in the Employee's personnel file.

ARTICLE 15 - WORK SCHEDULE

15.1. Personnel Work Schedule: The regular work week for Employees shall consist of an average of forty-two (42) hours per week based on a twenty-eight (28) day duty cycle. Work shall be performed on the basis of the following shift schedule: 24 hours-on; 48 hours-off; 24 hours-on; 96 hours off; with shifts to change at 700 hours.

The Employer may require Employees to work beyond the end of their scheduled shift and in addition to their regular 42-hour work week for public safety reasons. Overtime is defined as time worked over forty-two (42) hours a week. Overtime shall be paid according to the provisions of Article 20.

ARTICLE 16 – SHIFT TRADES/SWAPS

16.1 A shift trade (swap) is defined as a time when one full-time employee voluntarily works for another employee by mutual agreement. Swaps pursuant to this Article must be completed within a fiscal year. The Town shall not be responsible for enforcing any agreement made between unit members and assumes no responsibility for compensating a unit member who voluntarily agrees to work for another unit member, nor shall extra hours worked by an employee during a shift be used to determine payments for overtime, exchange time, or any other benefit.

Employees shall be permitted, with prior approval of the Fire Chief or their designee, to trade/swap tours of duty (or some parts thereof) in order to permit an Employee to be absent from work as defined under the FLSA, 29 U.S.C. § 207(p)(3). Employees may swap shift assignments with equally trained personnel of the same classification or contiguous portions thereof, with not less than twenty-four (24) hours written notice to the Fire Chief.

16.2. The Fire Chief may deny any swaps when, in the Fire Chief’s discretion, the swap is not between equally trained personnel of the same classification or contiguous portions thereof, or if the swap would impair the ability of an employee to perform their duties (i.e., if the swap would cause an employee to not have adequate rest between scheduled shifts), or if the swap would incur additional overtime expense. The Fire Chief, at his/her discretion, may approve shift swaps with less than twenty-four (24) hours’ notice.

16.3. Exception: Statements for substitutions must be made forty-eight (48) hours in advance, unless special permission is granted.

16.4. Compensation: Substitutions shall not entitle Employees to overtime pay but shall be compensated based on agreed-upon rates.

ARTICLE 17 - WAGES

The parties have agreed that the following wage scale will apply to unit members over the term of this Agreement.

	Entry thru yr.1	Yrs. 2 thru 3	Yrs. 4 thru 5	Yrs. 6 thru 8	Yrs. 9 thru 12	Yrs. 13 thru 15	Yrs. 16 thru 18	Yrs. 19 thru 22	Year 23+
Pvt.	\$26.00	\$26.78	\$27.58	\$28.41	\$29.26	\$30.14	\$31.04	\$31.97	\$33.57
Pvt.	\$28.26	\$29.11	\$29.98	\$30.88	\$31.81	\$32.76	\$33.74	\$34.75	\$36.49
Advanced									
Pvt./Para- medic	\$34.20	\$35.23	\$36.29	\$37.38	\$38.50	\$39.66	\$40.85	\$42.08	\$44.18

All Employees within the unit at the time of ratification of this Agreement shall be assigned to the entry level step.

All Employees within the unit at the time of execution ratification shall receive a lump sum payout, subject to all applicable withholdings and employment taxes, retroactive to July 1, 2024. Said payout shall be calculated according to the total number of hours worked over the relevant period multiplied by the difference in the hourly compensation between Step 1 and Step 2. Payouts shall be disbursed no later than the last payday in the calendar month following ratification.

All unit members will receive a one-time cost of living increase of 2 percent, effective July 1, 2026.

ARTICLE 18 - CALLBACK PAY

Employees covered by this agreement who are called back to work shall receive a minimum of 2 hours of pay at 1.5 times their regular hourly rate. Employees covered by this agreement who are called back to work on holidays will receive a minimum of 3 hours of pay at 1.5 times their regular hourly rate.

Callbacks are to be determined by the Chief or the Duty Officer acting in his capacity as the Chief's designee.

Employees responding to a Department call back via the Department's agreed-upon paging system are considered called back and eligible for callback compensation under this Article from the time of the Employee's response, provided however, to qualify for callback compensation, Employees must report to duty within twenty-five (25) minutes of being called back.

ARTICLE 19 - HOLD-OVER PAY

When employees are required to work beyond their regular scheduled shift, they shall be compensated at a rate of 1.5 times their regular hourly rate. Compensation will be calculated in half-hour (0.5) increments based on the actual time worked.

ARTICLE 20 – OVERTIME / FORCED OVERTIME

20.1. Work or training performed in excess of the scheduled forty-two (42) hours for Personnel in the average 7-day work week will be compensated at a minimum of one and one half (1 1/2) times the Employee's regular hourly rate. Members called to work overtime shall be compensated for a minimum of two (2) hours, at their overtime rate. Any Employee responding to a call while off shift on their own time then will be paid at a rate of one and one half (1 1/2) for a minimum of one (1) hour minimum at their overtime rate, after which the Employee will be paid in half hour increments at their overtime rate.

20.2 "Overtime" shall mean any pre-scheduled overtime opening, emergency overtime opening, or scheduled detail, whether voluntary or forced.

20.3 Employer shall maintain a list of Employees eligible to work overtime - the "Overtime List" - the order of which shall be established by the date and time at which each Employee was most recently offered overtime on a voluntary basis. The Employee who has not been offered overtime for the longest time shall appear at the top of the list, and the Employee who was most recently offered overtime shall appear at the bottom of the list. The Overtime List shall not be affected by company recalls.

20.4 When the Employer determines that the work schedule will require overtime work by

an Employee, the Employer shall offer such overtime to the Employee whose name then appears at the top of the Overtime List. All overtime shall be scheduled with Employees in reference to the Overtime List as of the date it is determined that overtime work is needed; the date of the overtime work itself shall not control the use of the overtime list for scheduling overtime.

20.5 When an Employer needs to schedule multiple shifts or other periods of overtime, the person then at the top of the Overtime List shall be given first choice among the available shifts / periods of overtime, and then moved to the bottom of the list. The remaining shifts or other periods of overtime shall be scheduled in the same manner in reference to the Overtime List.

20.6 Employer shall have fulfilled their responsibility to offer overtime to the Employee at the top of the Overtime List when an officer attempts to contact the Employee at the phone number provided. Employees who decline overtime, or who fail to answer their phone or are otherwise unavailable, shall be moved to the bottom of the Overtime List.

20.7 In the event that the work necessitating the scheduling of overtime is no longer needed or is canceled prior to 48 hrs. before the scheduled overtime, the Employee scheduled to perform the overtime work shall return to the top of the Overtime List, but all other Employees' relative positions on the list shall remain as they stand.

20.8 Forced Overtime: In the event that no Employee on the Overtime List agrees, after being contacted in conformance with Article 20.4, to accept the offered overtime, Employer may, in its sole discretion, impose the overtime on one or more Employees as a condition of employment. For that purpose, Employer shall establish and post a separate list, which shall be called the Forced Overtime List. The initial order in which Employees are listed on the Forced Overtime List shall be determined by the Employees' respective total overtime hours in the preceding year as of July 1, in reverse order: the Employee with the fewest overtime hours in the preceding year shall be listed first on the Forced Overtime List, and the Employee with the most hours at the bottom of the list. Unless the overtime constitutes an emergency, the Employer may compel the Employee at the top of the list to serve the Forced Overtime, irrespective of whether initial contact is made pursuant to this Article, unless the Employee, at the time of the overtime shift or other period, is on scheduled leave, already on duty, at Employer-sanctioned training, or on extended sick leave (sick leave extending beyond one shift). Upon being scheduled for and having served Forced Overtime, the Employee shall be moved to the bottom of the Forced Overtime List. No employee may be called in to serve forced overtime with less than eight (8) hours' notice; however, on-duty personnel may be required to stay to serve forced overtime with less than eight (8) hours' notice. New personnel shall be initially placed at the top of the Forced Overtime List upon completion of their probationary requirements.

20.9 In the event no Employee on the Overtime List agrees to accept voluntary overtime, as specified in this Article, the Town reserves the right to offer the available hours to a non-

union per diem firefighter prior to compelling Employees to serve Forced Overtime pursuant to the procedures in Article 20.8.

ARTICLE 21 - COMPENSATORY TIME

21.1 Accrual of Compensatory Time: Employees may earn and accrue compensatory time ("Comp Time") in lieu of overtime compensation at a rate of one and one-half (1.5) hours of Comp Time for each hour of overtime worked, under the following conditions:

21.1.1 Employee Election: Where permitted, the option to receive compensatory time in lieu of overtime pay shall lie with the Employee. The Employee shall notify the Fire Chief or the senior on-duty Officer of their election to accrue Comp Time during the same work week in which the time is earned.

21.1.2 Call Backs: At the Employee's discretion, Comp Time may be accrued in lieu of overtime pay for any call back.

21.1.3 Training Drills: At the Employee's discretion, Comp Time may be accrued in lieu of overtime pay for any drill.

21.2 Use of Compensatory Time: Employees may use earned Comp Time by taking time off with pay equivalent to the number of hours accrued, subject to the following limitations:

21.2.1 First-Come, First-Served Basis: Requests to use Comp Time shall be granted on a first-come, first-served basis.

21.2.2 Overtime Impact Restriction: Comp Time shall not be approved if its use would result in the need for backfill overtime coverage, unless the time is taken in a full 24-hour increment.

21.2.3 Pre-Approval Requirement: All use of Comp Time requires prior approval under the following condition – all requests to use Comp Time must be submitted to and approved by the Employee's Duty Officer with a minimum of forty-eight (48) hours' advance notice.

21.3 Payment and Maximum Accumulation

21.3.1 Usage Cap

Employees may earn unlimited Comp Time; however, only up to seventy-two (72) hours may be used as paid time off within any six-month period. Hours in excess of this threshold must be paid out.

21.3.2 Biannual Payouts

All accrued Comp Time exceeding seventy-two (72) hours shall be cashed out twice per calendar year:

- During the payroll week including June 15; and
- During the payroll week including December 15.

21.3.3 Carryover

Suppression personnel may carry forward up to seventy-two (72) hours of Comp Time into the following calendar year.

ARTICLE 22 – HOLIDAYS

22.1. The following holidays shall be paid holidays for all Employees covered by this Agreement for the duration of this Agreement:

New Year's Day
Martin Luther King Day
Presidents' Day
Patriots' Day
Juneteenth
Memorial Day
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Christmas Eve

22.2. Employees assigned to work on any of the above holidays shall receive, in addition to their regular pay, time and one-half (1-1/2) for all hours worked. Therefore, total for holiday if worked equals double time and one half. Holidays not worked shall receive straight time pay of eight (8) hours. Holiday compensation may be taken as compensatory time.

22.3. All holiday pay will be paid by the Town on the payroll for the week in which the holiday occurs or is observed by the Town.

22.4 To be eligible for holiday pay, an Employee must be classified as a full-time member as defined by the terms of this Agreement.

ARTICLE 23 – TIME OFF

23.1 Employee vacation allowances shall be based on the number of years of service completed, as follows:

- 96 hours upon one (1) year of service to the Town.
- 144 hours upon five (5) years of service.
- 192 hours upon ten (10) years of service.
- 240 hours upon fifteen (15) years of service.

The Fire Chief may credit new lateral hire Employees with prior full-time fire service experience up to 5 years of service for purposes of setting their initial vacation time allowance. Following completion of their probation period, lateral hire Employees shall be eligible to use one half (1/2) of their first-year vacation time allowance and will be eligible to use the remaining half upon reaching 6 months of service.

23.2 Vacation time must be approved by the Fire Chief or the Chief's designee, so long as they have been given a 48-hour notice prior to the vacation requested. Vacation time requests shall not be unreasonably denied.

23.3 The Town reserves the right to limit the number of Employees who may take their earned vacation at any one time. The Town reserves the right to refuse to grant any Employee under this agreement more than 96 hours of vacation at any one time.

23.4 Vacation Selection

Vacations shall be chosen by Employees on the basis of total years of service in the Department without regard for time served in a specific rank. A maximum of one Employee can be on vacation at a time until such time that there are no fewer than two (2) full-time Employees assigned to each shift. Once there are no fewer than two (2) full-time Employees assigned to each shift, a maximum of one Employee per shift can be on vacation.

Vacation block selections for the upcoming year shall commence with the initial Department-wide process conducted in the second week of December. The Fire Chief will notify all upcoming year Employees in writing of the date and time for vacation selection at least two (2) weeks prior to actual selection date. During this period of time all vacation week blocks will be selected, with the order of preference established according to an Employee's total years of service.

Employees may decline to select any or all of their vacation periods during the process. Any Employee who declines to select their vacation period(s) during this process forfeits his selection and may not select his/her vacation periods until the vacation selection process is completed. The Employee who declines to select their vacation period(s) must notify the Fire Chief or in his absence his designee of his or her decision.

For the purposes of record keeping, the Employee's declination(s) shall be noted (and initialed) in the appropriate block(s) on the cover sheet attached to the vacation schedule sheet.

The selection of vacation periods earned for the upcoming calendar year shall take priority over all the other earned periods of time off (including vacation periods carried over from the previous year). During the second week of December each Employee, based on seniority, shall have the opportunity in a Department wide process to:

1. Select/decline their first two seven (7) day vacation blocks. If an employee is not present during this time frame, he/she needs to leave a list with the Chief or his designee of the dates he/she wishes to take, as well as a phone number, so the Chief or his designee can contact the employee if the dates he/she has asked for are not available. If the employee does not conform to this, he/she will forfeit their vacation selection and not be allowed to pick their vacation until after December 26th. Any employee who passes on their picks at this point or any other point in the vacation selection process will not be allowed to pick the remaining vacation time until after December 26th.
2. After five (5) years of service, select/decline their third seven (7) calendar day vacation block upon the completion of step 1 and then,
3. After ten (10) years of service, select/decline their fourth seven (7) calendar day vacation block upon completion of step 2 and then,
4. After fifteen (15) years of service, select/decline their fifth seven (7) calendar day vacation block upon the completion of step 3.

If Employees are changing shifts, they shall select vacations dates with the shift they will be working on in the upcoming year.

Upon completion of the December selection process, the vacation cover sheet and vacation selection sheet shall be emailed to all union members and a copy posted in the station. Following the completion of the December selection process, Employees may randomly select/substitute/exchange individual, vacation days. The selection of individual vacation days shall commence no sooner than December 26th. All requests for earned time off including carried over vacation periods, etc. for the upcoming calendar year shall not be accepted nor submitted prior to 0700 hours on December 26. The requests shall be forwarded to the Chief by email. Vacation time requested after December 26 shall be reviewed/approved as received based on emailed date and time, not seniority.

23.4.1 Floating Day Off

Each employee shall receive one (1) floating day off per calendar year. A floating day off is defined as one (1) shift, equating to twenty-four (24) hours off from work, to be scheduled at the employee's discretion, provided however, once there are no fewer than two (2) full-

time Employees assigned to each shift, the Town may deny a floating day-off request if it would result in additional overtime costs. The floating day off shall not carry over from year to year if unused by the Employee, and no cash value shall be paid out upon separation or at year-end.

23.5 Vacation time may be exchanged among Employees upon prior approval of the Fire Chief.

23.6 Employees may carry over a maximum of 96 hours of vacation from year to year. Employees may be allowed to carry over up to an additional 48 hours of vacation from year to year at the discretion of the Fire Chief. Employees who have 96 hours of banked vacation time as of their anniversary month may exchange up to 48 hours of that vacation time toward straight time pay. Any such requests must be made in writing to the Fire Chief at least fourteen (14) days prior to the employee's anniversary date and will be paid out within two (2) pay periods following submission of said request. Written requests made to the Fire Chief with less than fourteen (14) days prior to the employee's anniversary date shall be subject to approval in the Fire Chief's discretion.

23.7 Employees shall be allowed to take vacations in any number of working days subject to the restrictions in Section 23.3 and 23.4 above.

23.8 Employees shall be considered to be on vacation commencing at the time they leave their last scheduled shift until their return for their next scheduled shift.

23.9 Earned Paid Leave

The purpose of this section is to comply with Maine's Earned Paid Leave Law ("EPL Law") that took effect on January 1, 2021. The EPL Law allows employees to earn up to 40 hours of Earned Paid Leave ("EPL") per year. This leave time is not additional leave over and above any other paid leave time available to an employee under this contract as long as the employee has at least 40 hours of accrued sick or vacation leave.

EPL may be used for any reason and may be taken in increments of one (1) hour or longer. If an employee has accrued sick or vacation leave, the first 40 hours used per year will concurrently be designated as EPL for purposes of the EPL Law. The employee's accrued vacation or sick leave will be deducted depending upon how the leave is used. However:

1. If an employee desires to use EPL for vacation purposes but does not have sufficient accrued vacation leave, then the employee may deduct the EPL from sick leave to the extent necessary.
2. If an employee desires to use EPL for sick leave purposes but does not have sufficient accrued sick leave, then the employee may deduct the EPL from vacation leave to the extent necessary.
3. If an employee does not have accrued sick or vacation leave, the employee

is entitled to up to 40 hours of EPL, accrued at the rate of one (1) hour per 40 hours worked up to a maximum of 40 hours per year.

Once EPL is exhausted, requests for time off will be counted toward either sick or vacation time, in accordance with sections A and B, above.

For the purposes of this section, a “year” means calendar year.

Accrual of EPL begins immediately upon hire, but an employee may not use EPL before the employee has been employed by the Town for 120 calendar days.

Notice

Absent an emergency, illness, or other sudden necessity for taking earned paid leave, an Employee normally must give four (4) weeks advance notice to the employee’s Supervisor of the Employee’s intent to use earned paid leave. Use of leave will be approved unless the requested leave would create an undue hardship on the Department as reasonably determined by the Supervisor.

Notice required for an emergency, illness, or other sudden or unforeseen necessity must be reasonable under the circumstances, recognizing that advance notice may not be feasible. In such circumstances, an Employee shall make a good faith effort to provide as much notice as is feasible under the circumstances to the Department of the Employee’s intent to use leave.

An Employee may carry over up to forty (40) hours of earned paid leave to the following year, but any carried-over time is counted toward the annual maximum accrual. For example:

- If an Employee carries over thirty (30) hours of leave, the employee may earn an additional ten (10) hours of leave in the new year.
- If an Employee carries over forty (40) hours of leave, then the employee will have immediately reached the limit for the new year.

An employee will not be paid for accrued EPL upon separation from employment except as otherwise provided for vacation and sick leave under sections 1 and 2 of Article 21.9, above.

ARTICLE 24 - SICK LEAVE

24.1. Accumulation: Sick leave shall accrue at a rate of 10 hours per month for each full calendar month of employment, up to a maximum accumulation of 960 hours.

Accumulated sick leave may only be utilized for personal illness or incapacity that renders the Employee unable to perform the duties of their position. An Employee who is unable to report for work due to illness or incapacity shall report this to the Town by phone at least one (1) hour before their scheduled starting time, in order to be eligible for use of accrued

sick leave. Employees will be provided with a report of sick leave and vacation leave on his or her pay stub.

24.2. Quarantine; Contagious and Communicable Diseases: Employees undergoing enforced quarantine arising from a work-related exposure or risk, as established by a State or local health official (including, but not limited to an authorized medical director or physician at Central Maine Medical Center) shall not be charged annual sick leave or vacation leave. Employees shall receive their regular pay while in quarantine. Any testing recommended by a qualified physician due to potential work-related exposure to a disease shall be paid for by the Town.

24.3. Family Members: Sick leave may be used for attendance to immediate family members under specified conditions. Up to two (2) consecutive workdays, 48 hours, shall be granted for attendance to immediate family members whose illness or injury requires the care of that Employee. This two-day leave shall not be granted more than twice annually.

ARTICLE 25 - UNUSED SICK LEAVE

25.1. Retirement: When an Employee retires, and if she/he is immediately eligible for retirement benefits under the Maine State Retirement System, that Employee shall be entitled to receive an amount equal to his wages at the time of such retirement of accumulated, unused sick leave up to a maximum of 960 hours.

25.2. Death: In the event of the death of an Employee, 100% of that Employee's accumulated, unused sick leave shall be paid to the Employee's estate (based upon the Employee's wages at the time of death).

25.3. Good Standing: Employees who have a minimum of 15 years' service with the Town, who leave employment for any reason other than an involuntary termination shall receive payment for up to a maximum of 960 hours of their accumulated, unused sick leave.

25.4. Family Medical Leave Act: The Employer will comply with applicable provisions of the federal Family and Medical Leave Act (FMLA) and Maine Family Medical Leave Requirements Act, as applicable. With respect to the Employer's administration of its FMLA program, the Employer agrees that unit members shall be subject to the same eligibility standards and program requirements as apply to the Employer's non-unionized employees during the duration of this Agreement.

Consistent with the provisions of Maine's Paid Family and Medical Leave Program (PFML Program), payroll withholdings from Employees sufficient to pay for the PFML Program will begin on January 1, 2025, and be transferred to the Maine Paid Family and Medical Leave Fund (PFML Fund) during the term of this Agreement. During the term of this Agreement, the Company will contribute the equivalent of 1.0 percent of each Employee's wages into

the PFML Fund, of which, half that contribution will be deducted from each Employee's wages.

ARTICLE 26 - SHARED LEAVE POLICY

26.1. Program Description: The Town recognizes that there may be situations in which unit members may require extended time away from work due to personal or family illness, which absences may potentially exhaust all vacation and sick leave benefits available to a unit member. To mitigate such hardships, the parties agree that the Union will administer a Shared Leave Program where existing unit members can voluntarily donate accumulated vacation, sick, or compensatory leave into a shared leave bank or directly to a unit member in need, at the option of the donating member.

All donations will be on a day-for-day basis, regardless of differences in pay. Participation in this program is strictly voluntary, and solicitation of donations through coercion or intimidation is prohibited.

This policy applies exclusively to full-time members of the Town of Lisbon Professional Firefighters Local 5451. Eligibility is extended to all unit members who have completed their probationary period.

26.2. Receiving Union Member Requirements: To qualify for a shared leave donation, a unit member must satisfy each of the following criteria:

1. Complete and submit all required forms and receive approval for Medical Leave or Family Medical Leave.
2. Provide timely medical information from a health provider detailing the diagnosis, prognosis, and estimated duration of the medical leave required.
3. Be eligible to request leave to care for an immediate family member with a serious health condition as defined by the Family Medical Leave Act (FMLA); and
4. Exhaust all other available paid leave, including sick, vacation, and compensatory time, prior to utilizing shared leave.

26.3. Donating Union Member Requirements: Union members wishing to donate leave must satisfy each of the following criteria:

1. Be employed as a full-time union member for at least 12 months.
2. Ensure their vacation balance will not fall below three (3) days after making a donation; and
3. Each donation must be stated in writing, and shall indicate whether the donation is intended directly to another unit member or for contribution into the shared leave bank.

26.4. Specific & Bank Donations

Specific Donations: Union members may donate directly to a specific member in need. Any excess donated leave beyond what is needed will be transferred to the shared leave bank.

Bank Donations: Decisions related to the management of the shared leave bank will be administered by the union executive board. Once donated, leave cannot be returned to the donor.

26.5. Approval Process: Union members requesting or donating shared leave must submit a completed Shared Leave Application/Donor Form to the union executive board.

The union executive board will review the request and forward a recommendation to the Town Manager.

The Town Manager will have the final authority to approve or deny the shared leave request.

Approved shared leave will be administered by the union treasurer, who will track donations and usage.

26.6. Appeals: Shared leave is a privilege provided by the union to its unit members subject to the approval of the Town.

If a request is denied by the Town Manager, the union member may appeal to the union executive board for reconsideration.

The union executive board may provide additional information or context, but the Town Manager's decision is final. No further appeals will be permitted.

26.7. Internal Communications: Requests for shared leave will be communicated to all unit members through official union channels, including bulletin board notices and emails.

If no donations are received, the unit member may request leave without pay in accordance with the Town's policies.

ARTICLE 27 - CLOTHING AND APPLIANCES

27.1. All new Employees will receive a complete set of the following items: 1 job shirt; 2 t-shirts; 2 polo-style shirts; 1 ballcap; 1 winter cap.

27.2. Employees who require replacement items from this list shall notify the Fire Chief or

designated Gear Inspection Personnel. Employees will receive an annual allocation of up to \$500 to replace worn/loss items from the list in Article 27.1 or to purchase other work-related items through an approval procedure in which the Employee purchases the required item and receives reimbursement from the Town.

27.3. Personal Protective Equipment: All Employees shall be provided with personal protective equipment compliant with state law and meeting or exceeding applicable ANSI, NIOSH and NFPA standards. All personal protective equipment provided by the Town shall be replaced on an as-needed basis as determined by the Fire Chief or designated Gear Inspection Personnel.

27.4. Shower and Lockers: The Town shall furnish Employees with a place to shower within the Town after exposure to hazardous conditions. Lockers shall be provided by the Town to Employees for the storage of personal items.

27.5. Kitchen/Day Room/Bedroom Supplies: The Town shall furnish Employees with all necessary kitchen, day room and bedroom supplies and equipment, as determined by the Fire Chief.

ARTICLE 28 – INSURANCE

28.1 The Town shall provide health insurance benefits under the Maine Municipal Health Insurance Trust POS-200 Plan or another health insurance plan with comparable or better coverage and benefits.

Employees also may elect coverage under the PPO-500 Plan. The employee contribution rate will be at fifteen percent (15%) and the Town's contribution will be 85 percent (85%). To the extent that it is available under the plan, employees may elect to purchase up to the POS-C Plan with the employee to be solely responsible for any additional premium cost.

Going forward, the Town shall have the right to switch to an alternative health insurance plan with comparable or better coverage and benefits, subject to a reopener to discuss the alternative plan with the Employees. Employees will have the right to continue coverage under the Maine Municipal Health Insurance Trust POS-200 Plan or transfer to another health insurance plan at their option. The parties agree to reopen the issue of health insurance if the Town determines that current health plan offerings may result in fines, penalties or assessments under the Affordable Care Act (ACA).

The Town will contribute to a Health Reimbursement Arrangement (HRA) for those employees who elect either the POS-200 or PPO-500 level plans. The Town will fund the I-IRA up to the following amounts: \$500 for employees electing single coverage and \$1,000 for employees electing employee and family, employee and spouse, or employee and children coverage. The I-IRA may be used for co-pays in addition to deductible and co-insurance amounts.

The Town shall offer employees the opportunity to purchase dental insurance through the Maine Municipal Employees Health Trust.

The Town shall offer employees the opportunity to purchase supplemental and dependent life insurance through the Maine Municipal Employees Health Trust.

28.2 The Town shall no longer fund the cost of life insurance premiums for unit members. However, the Town shall continue to fund those unit members who are now covered, and who will continue to be covered under previously existing whole life policies.

28.3 Professional Liability - The Town agrees to protect, save harmless and indemnify each employee from and against all fines, penalties, loss, damage, cost and expense suffered or sustained by them or for which they may be held or become liable by reason of injury, including death, to persons or property, or other causes whatsoever, in the event an attempt should be made to hold them liable therefore in connection with the performance of their duties as a firefighter, including without limitation on the foregoing, the operation of Department vehicles and equipment.

28.4 In instances where the employee has access to other adequate health insurance coverage and elects not to be covered under the Town's health insurance plan, then the employee will be paid, on an annual basis, the sum of Three Thousand Dollars (\$3,000.00). This amount shall be adjusted on an annual basis by the same percentage as any wage increase. This benefit shall be available, however, only to those employees who have demonstrated that they have adequate and acceptable coverage from another source. The acceptance of the buy-out in lieu of health insurance will not prevent the employee from re-enrolling in the Town provided health insurance plan at a later date provided that the employee return to the Town one-twelfth (1/12) of the total three (3) month or four (4) month premium payment for each month in a given year they are enrolled in the plan.

Members who are eligible for coverage at the family or spousal level and receive coverage at that level, and reduce their coverage level to the single coverage level, shall have their contribution rates reduced to one-half (1/2) of those rates as set forth in Article 28.1. In order to be eligible for the reduced contribution rate, the member must be eligible for family or spousal coverage and actually make the reduction in coverage so that the Town is realizing a savings in premium costs. It shall not be available to officers eligible for family coverage who are currently participating at a single level. This shall apply to new hires that are eligible for family or spousal coverage but elect single coverage. It shall not apply to new hires that are only eligible for single coverage. Employees whose alternate coverage is also provided by the Town of Lisbon, shall not be eligible for this buy-back provision.

ARTICLE 29 – PENSION

The Town agrees to provide retirement for the employees through Maine PERS, as provided

by Statute, after completion of twenty-five (25) years of service without regard to age. The retirement pension shall be one currently funded by the Town which excludes any time spent on active and/or reserve status duty with the Armed Forces of the United States or the National Guard.

In view of changes in retirement plans provided by Maine PERS, the parties to this Agreement recognize the potential for changes in language to this provision may be required during the course of this Agreement.

Effective July 1, 2022, the Town adopted Maine PERS Plan 3C (2/3 Average Final Compensation after 25 years of service, no age limit).

ARTICLE 30 – WORKERS COMPENSATION

The Town provides workers' compensation insurance coverage for all Employees. Any Employee who sustains a personal injury or compensable illness arising out of and in the course of his/her employment shall be entitled to compensation equal to the amounts and durations set forth in the Maine Workers' Compensation Act of 1992 (39-A M.R.S.A. §101 et seq.)

30.1. Reporting: All injuries sustained in the course of employment shall be immediately reported to the Fire Chief or the Fire Chief's designee. It is the responsibility of any injured employee to assist his/her supervisor in completing a First Report of Occupational Illness or Injury and in having the injury or illness assessed by the Town's health care provider. The Department must complete a First Report of Occupational Injury or Illness and submit the completed First Report of Occupational Injury or Illness to the Town Manager within 48 hours from the date of injury.

30.2. On-Duty Injury: An Employee covered by this Agreement who is on-duty and injured while performing duties in any authorized situation in which the Department has assigned the employee shall receive, in addition to income under the Worker's Compensation Act, an amount sufficient to bring him/her up to his/her base weekly salary (calculated according to the previous 12-month time period after taxes, union dues, and all other premiums or shares thereof required to be paid by the employee). This pay shall continue for the period the treating physician declares the employee unable to perform his/her duties or any other duties assigned by the Fire Chief, up to twelve (12) months.

30.3. Independent Examination: The Town reserves the right to require an independent medical examination to determine the extent of incapacity.

30.4. Return to Work: Injured employees shall return to work when it is medically determined that they can return to their pre-injury position with the Department.

30.5. Termination: If employees remain unable to do their pre-injury occupation, their

future employment status will be determined when they reach Maximum Medical Improvement (MMI). The applicable MMI evaluation shall be agreed to by the employer and employee in the Workers' Compensation context, or, if parties disagree, the applicable MMI shall be that as determined by the Worker's Compensation Board. If the MMI evaluation determines that the employer will not be able to return to their pre-injury occupation, s/he may be subject to non-disciplinary termination. Nothing in this paragraph is intended to or shall diminish or abrogate the rights of employees pursuant to Maine Workers' Compensation Statute, MRSA Title 39-A.

30.6. Settlement: Employee settlements with a third-party, such third-party's insurer, or Employee's or the Town's uninsured motorist coverage insurer, for compensation for bodily injury sustained by the Employee because of such third-party's negligence or other fault and arising out of and in the course of Employee's employment by the Town shall be subject to the provisions of 39-A M.R.S. § 107. Employees shall not be liable to the Town for more than the amount of settlement.

30.7. Retirement Allowance: In any case where an Employee recognized by this agreement retires under the Maine State Retirement System on a regular or disability retirement allowance, and the Employee's three highest years of earnings include Workers' Compensation benefits, the Town shall certify the amount of Workers' Compensation benefits paid to that Employee in writing to the Maine State Retirement System. The affected Employee shall have the opportunity to pay the appropriate percentage payment based upon the Workers' Compensation benefits received and have the creditable service counted towards his retirement.

ARTICLE 31 - LIGHT DUTY

31.1 Light Duty: An Employee who is unable to perform the full range of regularly assigned duties as a result of an injury shall be placed on light duty assignment provided that such work is available and that the modified duties conform to the physical limitations established by the physician who is treating the employee for the injury.

31.2 Duration: The scope and duration of any light duty assignment shall be consistent with parameters set forth, in writing, by a qualified physician.

31.3 Approval: The scope and duration of any light duty assignment must be approved in advance by the Chief of the Chief's authorized designee.

ARTICLE 32 – COURT DUTY

32.1. Compensation for Jury Duty: Employees serving on jury duty during a regularly scheduled shift shall receive the difference between their jury pay and regular pay from the Employer. The Employee must produce a written statement from the appropriate court/administrative official showing the date and time served and the amount of pay

received.

When serving on a jury, an Employee is expected to call the Fire Chief or their designate representative daily to advise them of their status. In addition, the Employee is expected to return to duty if excused from jury duty during their regularly scheduled shift.

32.2. Compensation for Witness Duty: Employees obeying subpoenas for job-related criminal matters shall be compensated for the difference in pay sufficient to cover their time in court.

32.3. Call Back Compensation: Employees subpoenaed to court on scheduled days off shall be compensated according to the Call Back article.

32.4. Uncompensated Witness: No compensation shall be provided if the Town is taking legal action against the Employee.

ARTICLE 33 - BEREAVEMENT

33.1. Bereavement Leave: Employees shall be granted leave with pay for attending the funeral of immediate or extended family members, as outlined in this article.

33.1.1. Immediate Family Members: Forty-eight (48) working hours shall be allowed to an Employee in the event of the death of the Employee's spouse, domestic partner, child, mother, father, brother, sister, or other member of the Employee's immediate household.

33.1.2. Extended Family Members: Up to twenty-four (24) working hours shall be allowed to an Employee in the event of the death of the Employee's grandparent, brother-in-law, sister-in-law, mother-in-law, or father-in-law, aunt, uncle, niece, nephew, stepmother or stepfather, or any other relative when such relative is living in the same household as the employee.

33.1.3. Extended leave: In addition, the Fire Chief or the Fire Chief's designee, may grant consideration where distance or unusual circumstances are a factor, and this shall not affect sickness or annual leave.

ARTICLE 34 - MILITARY LEAVE

34.1 The Employer will comply with all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), in connection with the leave- and reemployment rights of Employees who serve in the uniformed services. concerning the re-employment of persons leaving the military service of the United States. The Employer will comply with all applicable provisions of Maine Family Military Leave Law for eligible Employees.

ARTICLE 35 - FUNERAL EXPENSES

35.1 Responsibility: The Town shall cover reasonable funeral costs for any member of the bargaining unit whose death or fatal injury occurred while in the line of duty.

ARTICLE 36 – REIMBURSEMENT/REASONABLE EXPENSES

36.1. The Employer agrees to reimburse Employees for authorized, work-related expenses (if not paid for automatically by the Town) pertaining to Town or Department functions (i.e., attendance at training schools, seminars, etc.). Work-related expenses may include costs for room and board (100 percent); meals and usual and customary tips (100 percent); and mileage (at established federal rates). To qualify for reimbursement, the Employee must obtain the Fire Chief's prior approval of the proposed expenses and provide original receipts or another form of acceptable evidence for each expense incurred.

ARTICLE 37 – PROBATION

37.1. Probationary Period: New employees undergo a probationary period of six (6) months. This period is intended to allow the Employer to assess new employees for professional qualities like work ethic, adaptability, cultural fit, and attitude.

37.2. Union Membership Eligibility: Union membership eligibility starts after an employee's completion of his or her probationary period.

37.3 Dismissal: employees who fail to successfully complete their probationary period may be separated by the Town, upon written notice to the Union. Termination, suspension or any other disciplinary action against a new employee during their probationary period is not subject to the grievance and arbitration provision of this Agreement.

ARTICLE 38 – DISCIPLINE

38.1. Written notice: Except as provided in Article 37 of this Agreement, all suspensions and terminations shall be for a just cause (including but not limited to violation of any work rules, policies or standard operating procedures adopted as provided in this agreement) and written notice of the reason for termination or suspension shall be stated and given to the Employee affected within five (5) days after the effective date of such disciplinary action.

38.2 Grievance procedure: All disciplinary procedures (except against probationary Employees in their first year of employment with the department) shall be subject to the grievance procedures if the Employee or Union feels the action is not lawful, or not justified under the Lisbon Code or Department Rules or Regulations

ARTICLE 39 - DRUG AND ALCOHOL POLICY

39.1 Policy: The Town and Union recognize that illegal drug use and alcohol consumption on duty poses serious health and workplace safety risks. The goal is to eliminate or address illegal drug usage through education and rehabilitation.

39.2 Informing Employees: Employees shall be fully informed of the department's Drug and Alcohol testing policy.

39.3 Employee Testing: Employees may be tested if involved in an accident while driving a Town vehicle or if a complaint is received alleging impairment.

39.4 Sample Collection: The collection and testing of samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results, or by a law enforcement officer when the sample is required in connection with a potential charge of operating under the influence. The laboratory shall be one that is certified by the National Institute of Drug Abuse, (NIDA), and all sample collection, chain of custody. Procedures and testing will be conducted as per NIDA Standards.

39.5 Laboratory Results: Positive results shall be reviewed by a physician. Positive test results must be competently reviewed by a physician. This action shall include conducting a medical interview with the affected Employee, review of the Employees medical history and review of any other relevant biomedical factors to determine if the positive tests could have resulted from legally prescribed medication or other legitimate causes.

39.6 Testing Program Costs: The Town shall cover testing costs and reimburse Employees for expenses.

39.7 Rehabilitation Program: Employees testing positive shall undergo evaluation, counseling, and treatment.

39.8 Criminal Conviction: Criminal convictions may result in disciplinary measures, up to and including termination.

39.9 Right to Appeal: Right to Appeal: The Employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed through the grievance / arbitration procedures of this agreement.

39.10 Union Held Harmless: This drug and alcohol testing program was initiated at the request of the Town of Lisbon. The Town assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions, application, and/or violation of any worker rights arising from said program.

ARTICLE 40 – GRIEVANCE AND ARBITRATION

Either party may avail itself of the procedures set forth in this Article, as specified herein.

Grievance Procedures

Step 1: An aggrieved Employee shall present a grievance in writing within thirty (30) days of its occurrence to the President of the Association.

Step 2: Within thirty (30) days, the President of the Association shall dismiss the grievance in writing or submit the grievance in writing to the Fire Chief.

Step 3: The Fire Chief shall render a decision in writing within five (5) working days to the Chairperson of the Grievance Committee.

Step 4: If the decision of the Chief is not satisfactory to the grieved employee, the grieved employee may within ten (10) days of the Chief's decision file an appeal in writing to the Town Manager. The Town Manager shall conduct a hearing within ten (10) working days, which may be tape recorded at the request of either party and thereafter the Town Manager shall respond in writing within ten working (10) days.

Step 5: If the decision of the Town Manager is not satisfactory to the grieved employee, the grieved employee may file a Notice of Intent to Arbitrate within fifteen (15) days.

Arbitration Procedures

Contract arbitration: Contract arbitration shall be in accordance with Title 26, Chapter 9-A of the Maine Revised Statutes, as amended.

Following filing of a Notice of Intent to Arbitrate, the Town and Union shall make a written application to the Maine Board of Arbitration and Conciliation requesting that they appoint a single impartial arbitrator, who is a citizen of the State of Maine and domiciled in Maine, to hear the issues of grievance.

Either the Town or the Union shall have a single opportunity to object to the appointment of the Maine Board of Arbitration and Conciliation, which objection shall be in writing and provided to the other party no later than five (5) days after notice of the Board's initial appointment. In such instance, the Town and Union shall notify the Maine Board of Arbitration and Conciliation of the objection and request the appointment of a single alternative arbitrator.

Any arbitration decision issued by a duly-appointed arbitrator shall be final and binding upon all parties.

The Arbitrator shall have no power to add to, subtract from, ignore or modify any of the terms of this Agreement nor shall the panel substitute their direction for that of the Employer or the Union where such discretion has been retained by the Employer or the Union.

Arbitrator fees and necessary administrative expenses shall be borne equally by the Union and the Town.

It is the intent of the parties that the time limits provided for shall be strictly adhered to. Exceptions to the foregoing time limits shall be made only upon mutual written agreement of the parties. Failure to comply with the time limits herein shall result in forfeiture of the failing party's position. If a deadline or time limit would ordinarily fall on a Saturday, Sunday, or holiday, the final day shall be the next business day.

ARTICLE 41 – INDEMNIFICATION

42.1. Indemnification: The Employer shall provide liability insurance and indemnify its Employees, subject to limitations and requirements outlined in the Maine Tort Claims Act.

ARTICLE 42 – JOINT LABOR MANAGEMENT COMMITTEE

42.1 Joint Labor Management Committee: The difficulty of providing answers to questions which might arise during the duration of any Agreement and the need to avoid potential disputes necessitates the creation of a Joint Labor-Management Committee. The purpose of the Committee shall be to promote good communications, jointly analyze contract questions, head off problems and misunderstandings, and deal with unforeseen problems. The Committee shall meet as needed. The format of each meeting (in-person, by videoconference, etc.) shall be determined by the parties. The Committee shall be comprised of two (2) Union representatives and two (2) Town representatives, although participation in and attendance at any Joint Labor-Management Committee meeting will be based upon the issue(s) to be discussed. The Joint Labor-Management Committee is not intended to modify, supersede, or otherwise affect the parties' rights and obligations set forth in Article 40, Grievance and Arbitration Procedures.

ARTICLE 43 - TERM OF AGREEMENT

The Agreement shall commence on July 1, 2024, and end on June 30, 2027. This agreement shall continue and remain in full force and effect from year to year unless either party, at least one hundred twenty (120) days prior to the expiration date of this agreement, gives to the other party written notice of its intention to terminate or amend this agreement.

Date: 6/4/2025

FOR THE TOWN OF LISBON:

DocuSigned by:

Glenn Michalowski

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Glenn Michalowski

Town Manager

Date: 6/3/2025

**FOR THE LISBON PROFESSIONAL
FIREFIGHTERS LOCAL 5451:**

Signed by:

Zachary Pomelow

BB2116C3AD4848A...

Zachary Pomelow

President, Local 5451

Date: 6/3/2025

Signed by:

Carl Anderson

98710516338D4A8...

Carl Anderson

3rd District Vice-President

IAFF, Professional Fire Fighters of Maine

MEMORANDUM OF UNDERSTANDING


Between Town of Lisbon, Maine and Professional Fire Fighters of Maine, International Association of Fire Fighters (IAFF), Local 5451:

Through execution by their authorized representatives as identified below, both parties to a collective bargaining agreement currently in force, referred to as Agreement between Town of Lisbon, Maine and Local 5451, Professional Fire Fighters of Maine, International Association of Fire Fighters (IAFF) (“the Agreement”), effective between July 1, 2024 and June 30, 2027, hereby agree to the following Memorandum of Understanding (“the MOU”):

1. The parties agree that Article 2 identifies Local 5451 as the exclusive bargaining representative for all uniformed Fire and EMS personnel employed by the Town with the exception of the classifications expressly identified in Article 2.1 and departmental personnel who would be excluded by provisions of Maine’s Municipal Public Employees Labor Relations Law (MPELRL).
2. To the extent that the Town, through licensing or by contractual arrangement, hires new employees into the Department to enable the Town to facilitate the provision of EMS transport services, the parties acknowledge and agree that those new unit members will be covered by the terms of this Agreement.
3. The parties acknowledge and agree that job functions associated with the provision of EMS transport services by Employees shall be in the discretion of the Fire Chief, consistent with Article 4.1 of this Agreement; provided however, the development of work rules, policies and standard operating procedures specific to the Town’s EMS transport services shall be managed through the Joint Labor-Management Committee process.

IN WITNESS THEREOF, THE FOLLOWING REPRESENTATIVES ACKNOWLEDGE AND AGREE TO THE TERMS SET FORTH HEREIN, WHICH SHALL BE FULL IN CORPORATED INTO THE PARTIES’ AGREEMENT.

Glenn Michalowski
Town Manager

Signed by:

98710516338D4A8...
Carl Anderson
3rd District Vice President,
IAFF, Professional Fire Fighters of Maine