

Collective Bargaining Agreement

between the

Town of Windham, Maine

and the

Windham and Raymond Professional Firefighters Association

I.A.F.F. Local 4095, AFL-CIO-CLC



July 1, 2022 through June 30, 2025

AGREEMENT

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This Agreement is made and entered into by the TOWN OF WINDHAM (hereinafter referred to as the "TOWN") and the WINDHAM AND RAYMOND PROFESSIONAL FIRE FIGHTERS ASSOCIATION/IAFF LOCAL 4095, AFL-CIO-CLC (hereinafter referred to as the "UNION").

ARTICLE 1
RECOGNITION

Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Title 26 M.R.S.A. Chapter 9-A, as amended), the TOWN recognizes the UNION as the exclusive collective bargaining agent for the bargaining unit as agreed between the parties on April 17, 2001, consisting of full-time Firefighter/Paramedics. Effective July 1, 2022, the bargaining unit will consist of full-time Captains, Firefighter/Paramedics, Firefighter EMT – Basic, and Firefighter EMT – Advanced.

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ARTICLE 2
MANAGEMENT RIGHTS

The UNION recognizes that, except as specifically limited or abrogated by the terms and conditions of this agreement, all rights to manage, direct and supervise the operation of the fire-rescue department of the Town of Windham and its employees are vested solely and exclusively in the TOWN.

Except as otherwise specifically provided in this Agreement, or otherwise mutually agreed to in writing by the parties, the Union recognizes the Town's exclusive rights to manage, direct and supervise the operations of the Windham Fire-Rescue Department and all its employees, provided that the Town 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 Town shall have the right to propose such changes as it deems reasonable, however, the Town shall notify the Union in writing of any impending/proposed changes to working conditions at least 10 working days prior to the implementation date of the proposed change, except for changes established to respond to emergency life safety issue(s) will become effective immediately.

However, upon receipt of such proposed change(s), the Union shall have ten (10) working days to notify the Town of its intent to negotiate the proposed changes pursuant to Title 26 and this Agreement.

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**ARTICLE 3
UNION RIGHTS**

1. UNION BULLETIN BOARDS.

The TOWN agrees to furnish and maintain bulletin boards in suitable and convenient places in each work area to be used by the UNION. The UNION shall limit its posting of notices and bulletins to such bulletin boards.

2. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES.

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

- collect UNION dues, initiation fees and assessments;
- post UNION notices;
- attend negotiating meetings;
- transmit communications authorized by the local UNION or its officers to the TOWN; his representative;
- Meet with the TOWN, their representatives, local UNION officers or other UNION representatives concerning the enforcement of any provisions of this agreement; and distribute UNION literature.

3. VISITS BY UNION REPRESENTATIVES.

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

4. PROHIBITED EMPLOYEE PRACTICES.

The UNION agrees that during the term of this agreement the following will constitute prohibited employee practices: (1) strikes: (2) slowdowns: (3) mass absenteeism: (4) mass resignations: (5) picketing involving suspension of, or interference with, either the normal work of the department or other Town departments; or (6) any similar action which would involve suspension of, or interference with, the normal work of the department or other Town departments.

Any employee participating in prohibited activities may be subject to disciplinary action by the TOWN, up to and including termination of employment.

5. UNION MEMBERSHIP DUES.

The TOWN shall deduct union dues upon receipt of a signed authorization from an employee. The signed authorization for deduction of dues shall be substantially on the form attached

1 hereto for illustration and marked Exhibit A. In the event of a change in the amount of dues
2 during the term of this agreement, the UNION shall so inform the TOWN in writing. After
3 receipt of same, employees who had previously signed authorization forms shall be deemed to
4 have authorized the increase.
5

6 The TOWN shall forward all such dues and fair share service fees so collected to the UNION
7 on or before the fifteenth (15th) of the month following the month in which they were
8 collected from the employees.
9

10 **6. INDEMNIFICATION.**

11
12 The UNION shall indemnify and save the TOWN harmless against all claims and suits which
13 may arise by reason of any action taken in making deductions of said dues and fair share
14 services fees and remitting the same to the UNION pursuant to this article.
15

16 **7. REVOCATION OF AUTHORIZATION.**

17
18 The written authorization for payroll deductions of UNION membership dues or fair share
19 services fees shall be revocable during the term of this agreement provided the employee so
20 notifies the UNION and TOWN, not more than sixty (60) days prior to the beginning of each
21 contract year. Otherwise, the authorization shall continue in effect.
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23 **8. UNION MEETINGS.**

24
25 UNION members may conduct meetings during working hours by notifying the Chief within
26 48 hours of the meeting.
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28 **9. CHANGE IN UNION REPRESENTATIVES**

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30 Any change in President, Vice-President, Steward, or Treasurer shall be conveyed to the Fire
31 Chief effective with the change.
32

33 **10. OUTSIDE EMPLOYMENT**

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35 Unit employees must notify the Chief of any outside employment (resulting in taxable
36 income) as soon as practicable. Any injuries or exposures received at that outside employment
37 within 24 hours. Any injuries resulting in medical care, will require a doctor's note. The
38 purpose of this requirement is to avoid any complications with Worker's Compensation
39 payments and reporting.
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ARTICLE 4
LABOR-MANAGEMENT COMMITTEE

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1. The Parties agree to establish and maintain a Labor/Management Partnership Committee 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 Windham.
2. The purpose of this Committee is to assist in developing and maintaining a quality Labor management relationship between the Parties. The Committee is designed to provide a means for allowing the Town, the Fire Department, and the Union to become partners in identifying 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 Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees.
3. The Parties will create a Memorandum of Understanding that will govern how the parties will establish, maintain, and implement the intent and spirit of this article.

**ARTICLE 5
GRIEVANCE PROCEDURE**

1. PURPOSE.

A grievance is a written dispute, claim or complaint which is filed and signed by an employee or the UNION. Grievances are limited to disputes, claims or complaints of those issues which are related to the implementation or interpretation of this agreement.

2. INFORMAL RESOLUTION.

Nothing contained in this procedure shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate department member or officer, and having the grievance resolved without the formal application of the provisions of this agreement, except as provided by law and provided the grievance resolution is not inconsistent with the terms of this agreement.

3. CONTENT.

A grievance shall set out the following:

1. a clear and concise statement of the facts giving rise to the grievance, including date, time and place of the alleged incident, if any, relating to the grievance, and characterizing each particular act or omission;
2. a copy of any documents appurtenant to the grievance; and
3. a statement setting forth the remedy sought.

4. PROCEDURE.

Grievances filed under this article shall be subject to the following process:

1. Grievances filed under this article shall be filed in writing and given to the Chief (or designee, if unavailable) with the Chief within fifteen (15) calendar days from the date of the alleged act or omission giving rise to the grievance, or from the date of the aggrieved's first knowledge thereof, unless the grievance arises from an alleged act or omission on the part of the Chief; in which case, the grievance shall proceed under subparagraph 2. The Chief shall schedule a date for a hearing on the matter within seven (7) calendar days from the date of receipt of the grievance and shall hold a hearing on the matter as soon as possible and issue a written decision within ten (10) calendar days from the date of the close of the hearing.
2. The aggrieved may appeal the decision of the Chief to the Town Manager within fifteen (15) calendar days of the date of receipt of the Chief's decision or, if the

1 grievance arises from an alleged act or omission on the part of the Chief, the grievance
2 shall be filed with the Town Manager within fifteen (15) calendar days from the date
3 of the alleged act or omission which gave rise to the grievance, or from the date of the
4 aggrieved's first knowledge thereof. The Town Manager shall schedule a date for a
5 hearing on the matter within seven (7) calendar days from the date of receipt of the
6 grievance and shall hold a hearing on the matter as soon as possible and issue a written
7 decision within ten (10) calendar days from the date of the close of the hearing.
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9 3. At the request of either the TOWN or the UNION, a grievance involving the meaning,
10 interpretation, or application of this agreement may be submitted to an arbitrator
11 within fifteen (15) calendar days from the date the response of the Town Manager is
12 due.
13

14 A. The arbitration proceeding shall be conducted by an arbitrator to be selected by
15 the TOWN and the UNION normally within seven (7) calendar days after
16 notice has been given. In the event that the parties should be unable to select
17 an arbitrator jointly, either party may request the American Arbitration
18 Association to appoint an arbitrator.
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20 B. the arbitrator shall have no authority to add to, subtract from, or modify the
21 collective bargaining agreement.
22

23 C. a decision of the arbitrator shall be final and binding on the parties, except as
24 to those rights of appeal provided by Maine statutes. The arbitrator shall be
25 requested to issue his decision within thirty (30) calendar days after the
26 conclusion of testimony and arguments.
27

28 D. expenses for the arbitrator's services shall be borne equally by the TOWN and
29 the UNION. However, each party shall be responsible for compensating its
30 own representatives and witnesses. If either party desires a verbatim record of
31 the proceedings, it may cause a transcript to be made, providing it pays for it
32 and makes a copy available without charge both to the other party and to the
33 arbitrator.
34

35 4. Employees shall provide copies of any grievance to the UNION at the same time any
36 grievance is submitted to the TOWN. The UNION shall be entitled to participate in
37 grievance proceedings regardless of whether the employee is represented by the
38 UNION.
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40 **5. ADVOCATE.**
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42 In any grievance hearing under the provisions above, the employee may be represented by an
43 advocate. The advocate may be a fellow employee, a UNION representative, or an attorney.
44 If the employee chooses to retain an attorney as advocate, such representation shall be at the
45 employee's expense.
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1 **6. TIME LIMITS.**

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The parties to any grievance shall make an effort to adhere to the time limitations set forth in this policy; however, nothing in this policy shall be construed to be a limitation of the parties' ability to agree to extend or suspend any time limit herein.

**ARTICLE 6
SENIORITY**

1. DEFINITION.

"Seniority" means an employee's length of continuous full-time service with the TOWN since the employee's last full-time date of hire.

2. PROBATIONARY PERIOD.

New members of the department will be on probation for one year after hire. Performance reviews will be completed by their supervisor in the week before their sixth-month anniversary and in the week before their one-year anniversary.

The initial probationary period may be extended for a reasonable period of time to allow for, and is limited to, attainment of meeting minimum qualifications for training, certification, and licensing. A reasonable period of time will take into consideration class availability/enrollment and will allow for up to two chances to successfully complete licensing/certification requirement.

The TOWN, acting through the Chief, shall have the right to terminate such employees during their initial probationary period. The Chief's decision to terminate shall not be subject to review either as a disciplinary action or as a grievance. When a probationary employee has satisfactorily completed their probationary period, they shall be added to the seniority list.

Members of the department who have been promoted will be placed on a six (6) month probation – with the exception of the initial promotion to Captain, which will be for twelve (12) months. Performance reviews will be completed by their supervisor in the week prior to their three-month anniversary and in the week prior to their six-month anniversary.

The TOWN, acting through the Chief, shall have the right to demote such employees during their promotional probationary period. The Chief's decision to demote shall not be subject to review either as a disciplinary action or as a grievance. The member will return to the previously held position prior to promotion.

3. BREAK IN CONTINUOUS SERVICE.

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

1 **4. SENIORITY LISTS.**

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3 In January of each year, the Chief shall post on the bulletin board, a seniority list showing the
4 continuous service of each employee. A copy of the seniority list will be furnished to the
5 local UNION when it is posted.

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7 **5. LAY-OFFS.**

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

12

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

16

17 **6. RECALL.**

18

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

21

22 No new employees shall be hired until all employees on lay-off have been given ten (10)
23 calendar days' notice to report to work and have failed to do so. Employees so notified must
24 respond to the Town within two (2) days of their intent to return to work on the date specified
25 for recall; provided that, if any employee has accepted other employment and intends to return
26 to work and must give notice to the other employer and so informs the Town, the date
27 specified for recall shall be extended for the period of notice required by the other employer,
28 not to exceed two (2) weeks.

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ARTICLE 7
WAGES

1. **WAGE RATES.**

The wage scale for bargaining unit employees is outlined in Appendix A of this Agreement. Employees shall be eligible for step increases based on time-in-grade from the anniversary of their employment and a satisfactory performance evaluation, except that employment anniversary dates occurring during the three years from July 1, 2009, through June 30, 2012, shall not be counted toward step eligibility. Employee performance evaluations shall be conducted annually not later than the month prior to the employee's anniversary of employment.

2. **OVERTIME.**

Employees shall be paid at the rate of time and one-half (1 1/2) their basic hourly rate for all hours of work in excess of their regularly scheduled work week; except that employees will be allowed to work up to eleven (11) hours per week of per diem shifts. Employees may submit availability monthly and will be scheduled for one shift a week if there is no per-diem available for their requested shifts. Employees may also sign up for a per-diem shift during the month after the schedule has been posted and must forfeit the per-diem shift if they have received voluntary overtime prior to the per-diem shift occurring. Such hours to be paid at the employee's regular rate of pay for all per-diem hours worked up to a total of fifty-three (53) hours worked per week, after which all hours shall be paid at the rate of time and one-half (1 1/2).

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

3. **CALL BACK & HOLD OVER.**

Any employee called to work or required to stay outside of his regularly scheduled shift shall be paid for a minimum of two hours at the rate of time and one-half. Employees who are held over for more than two hours will be moved to the bottom of the force-in list.

4. **CLOTHING/ CELL PHONE ALLOWANCE.**

Uniforms or protective clothing for any employee required to wear a uniform or protective clothing as a condition of employment shall be furnished to the employee by the employer up to \$500.00.

Clothing will be repaired or replaced on an as-needed basis, cost of which is to be paid for by the employer. Repair or replacement shall be at the sole discretion of the TOWN according to its policies.

1 The TOWN will reimburse each employee up to seven hundred and fifty (750) dollars toward
2 the purchase of a "Class A" uniform meeting the requirements for such uniform as established
3 by the Chief upon completion of the probationary period.
4

5 Each unit member will be reimbursed \$15.00 per month when the Chief is provided the
6 summary page of the monthly phone bill.
7

8 **5. EDUCATIONAL INCENTIVE.**
9

10 Since both the TOWN as well as employee profit from education training opportunities, the
11 TOWN shall identify appropriate training programs which are available at reasonable cost to
12 the Town, will contribute to improving employee performance, and more efficient and
13 effective operations.
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15 **A. DEGREE PROGRAMS**
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17 The Chief, in his discretion, may authorize attendance at courses leading to an
18 academic degree in fire service, emergency medicine, business or public
19 administration, natural, life, or health sciences. When attendance at such a course
20 would interfere with an employee's regular work schedule, the Chief will make a
21 reasonable effort to accommodate the employee, provided that such adjustments will
22 neither disrupt the normal operation of the department nor place an unreasonable
23 burden on other employees.
24

25 Any employee wishing to utilize this program will submit a written proposal to the
26 Chief for the approval prior to enrolling in the program. The proposal will outline any
27 schedule conflicts and the employees proposed solution to resolve those conflicts as
28 well as any financial assistance requested or anticipated from the Town.
29

30 An employee who successfully completes such a course shall be entitled to the
31 following reimbursement of his tuition costs for not more than two (2) courses per
32 calendar year:
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34 **GRADE PERCENTAGE OF REIMBURSEMENT**
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36 B- or better 100% (any "B" letter grade or higher or "passed" if any course is taken on
37 a "pass-fail" basis)
38

39 All other expenses of completing such a course shall be borne by the employee.
40

41 An hourly incentive of \$0.35 will be paid to each employee that has received a two-
42 year academic degree or equivalent. An additional \$0.35 hourly incentive will be paid
43 to each employee that has received a four-year academic degree. Or an hourly
44 incentive of \$0.35 for military active duty – educational or military – not both.
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1 **B. VOLUNTARY TRAINING**

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3 Where attendance at a training program or school is not ordered by the Chief, Standard
4 Operating Guideline #120, as mutually agreed upon by both parties, shall apply.
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7 **6. OFFICER-IN-CHARGE INCENTIVE.**

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9 An officer-in-charge (OIC) stipend of \$0.50 per hour will be paid to employees for each hour
10 worked during any shift or portion of any shift 0700 to 0700, after being designated by the
11 Chief or his designee.
12

13 **7. PROMOTIONS**

14
15 The promotional process will be governed by adopted departmental policy and, ultimately, at
16 the discretion of the Fire Chief. At a minimum, the process will be cumulative of points and
17 will include a written test, oral board, and assessment center. The Fire Chief will select from
18 the three candidates having the highest scores. The decision of the Fire Chief will not be
19 subject to the grievance procedure. Unless otherwise decided by the Fire Chief, promotions
20 will be offered internally. In order to be considered for the initial promotion in the following
21 positions an employee must meet or be able to obtain by July 1, 2023:

- 22 1. Certified Firefighter 1 & 2
23 2. Certified Fire Officer 1 & 2
24 3. Certified Fire Instructor 1 & 2
25 4. Licensed Paramedic
26

27 Following initial promotion of new positions, a promotional process will be conducted bi-
28 annually to establish a list for future promotions. Members who would be eligible for
29 promotion based on years of experience and qualifications by the second year of the list may
30 complete the process. The top three members on the promotional list will be considered
31 officer candidates and could be used to fill temporary or long-term officer vacancies if the
32 vacancy is going to exceed four weeks. All promotions will start at Step 1 of the Captain
33 Wage Scale.
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1 **8. SPECIAL DUTY – DETAILS**

2 Special Duty Assignments are defined as one of two types.

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4 A. Municipal Special Duty assignments:

5 When an additional unit and/or manpower is requested by the Fire Chief for, training,
6 mutual aid, special situation coverage, community sponsored events, athletic events or
7 other coverage. These details will be offered to all department personnel and do not
8 result in reimbursement back to the department.

9
10 Municipal Special Duty assignments shall be paid at the employee’s overtime rate.

11
12 B. Outside Special Duty assignments:

13
14 When an additional unit and/or manpower is requested or required for plays, shows, and other
15 scheduled outside details where the department will be reimbursed for its costs.

16
17 Outside Special Duty assignments shall be paid at the employee’s double time rate.

18
19 Staffing of Municipal or Outside Special Duty assignments and EMS license levels will be
20 determined by the Fire Chief based on the specific event.

21
22 Members of the bargaining group will be given first opportunity to cover Outside Special
23 Duty assignments through the voluntary overtime process. Municipal Special Duty
24 Assignments will be first come first serve of all qualified department members. If no
25 voluntary coverage is attained the forced overtime provision of the contract may take effect
26 and will be noted with the posting of the detail.

27
28 If the detail is cancelled with less than 24 hours’ notice the employee(s) will have the option
29 to cancel without pay or report to work for the scheduled time of the assignment.

30
31 If less than 7-days’ notice for an Outside Special Duty Assignment is provided, coverage shall
32 be contingent on voluntary coverage the Forced Overtime provision will not apply. This does
33 not apply to Municipal Special Duty assignments.

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35 The minimum duration of all Special Duty assignments will be two (2) hours and will round
36 up in one (1) hour increments.

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38 **9. PRECEPTOR STIPEND**

39 Unit personnel precepting a student that is currently enrolled in a program of study that the
40 department has a clinical contract with and meets the standard in SOP #307, will receive a
41 \$2.00 per hour stipend for the time that they are actively precepting said student on shift.
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3 **ARTICLE 8**
4 **HOURS OF WORK**
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6 **1. PAY PERIOD.**
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8 The regular pay period shall consist of a two-week period. Each week starts at 0700 Monday
9 morning and the prior shift week ends at 0659 Monday morning.
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11 **2. WORK PERIOD.**
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13 The standard work period for unit employees shall be an average of forty-two (42) hours per
14 week according to a schedule of either:
15

- 16 • 24 hours on, 2 days off, 24 hours on, 4 days off or
- 17 • Four (4) 12-hour shifts, four days off.
18

19 **3. SHIFT BIDDING/WORK SCHEDULES.**
20

21 Unit employees will have the ability to bid a station and/or work shift based on seniority.
22

23 Shift bidding will occur following a vacancy, creation of a new position or through a written
24 request where two employees agree to a shift transfer, for cause, subsequent to the Chief's
25 approval.
26

27 Station bidding (within the same shift) will be completed annually in January and assigned
28 based on seniority within ten (10) calendar days, otherwise by the chief's discretion. Any
29 station changes will take effect after ten (10) calendar days of the final posting or sooner if
30 agreed upon by the involved personnel.
31

32 The Chief may initiate a shift transfer for cause or when changes in personnel or shift bidding
33 could create two or more probationary personnel with the same assigned shift and/or station.
34 The Chief may reassign personnel with two weeks' notice to ensure the balance of experience
35 and seniority throughout all of the shifts. This will enhance the ability for mentorship, proper
36 supervision, and time off scheduling. This shift transfer will be re-evaluated after six (6)
37 months.

38 Work schedules showing the employees shift, workdays and hours shall be posted and
39 available at all times.
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1 **4. OVERTIME DISTRIBUTION.**

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3 The opportunity for overtime work shall be distributed equally to all employees. On each
4 occasion when overtime is available, the opportunity to work overtime shall be offered to the
5 employee in accordance with the "overtime rotation list." Standard Operating Procedure
6 #122, as mutually agreed upon by both parties, will outlined the process for overtime
7 distribution.

8
9 The Chief may deny overtime to any employee when, in his discretion, the overtime would
10 impair the ability of the employee to perform his duties.

11
12 For the purpose of computing overtime, sick leave shall not be considered as hours worked
13 unless an employee is under forced/mandatory overtime to fill a shift.

14
15 Firefighter/Paramedic, Firefighter/EMT – Basic and Firefighter/EMT – Advanced will have
16 preference to overtime, by rotation for their assigned job classification. When personnel
17 exceed minimum qualifications for a job classification other than their assigned job
18 classification, they will be eligible for the overtime by rotation prior to forced/mandatory
19 overtime being applied.

20
21 Unit employees may work up to sixty (60) continuous hours. Once appropriately relieved the
22 employee must have twenty-four (24) hours off during which time they are not eligible for
23 forced mandatory overtime. This provision does not apply during a state of emergency or
24 with the Chief's approval.

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27 **5. SHIFT SWAPS.**

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29 Employees may swap work shift assignments with equally trained personnel of the same
30 classification, or contiguous portions thereof, with not less than twenty-four (24) hours'
31 written notice to the Chief. The Chief may deny any work shift swap when, in his discretion,
32 the swap would impair the ability of an employee to perform his duties, or if the swap would
33 incur additional overtime expense. The Chief may, at his discretion, approve shift swaps with
34 less than twenty-four (24) hours' notice. Employees shall be allowed to initiate not more than
35 ten (10) shift swaps per contract year. Swaps are to be completed within thirty (30) days.
36 Substitutions will not ordinarily be permitted for more than two (2) consecutive shifts. The
37 Town shall not be responsible for enforcing any agreement made between employees and
38 shall be under no financial obligation to the substitute. OIC pay will be applied to the senior
39 employee who is present and on duty for their assigned shift.

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42 **6. MINIMUM STAFFING.**

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44 In an effort to ensure a safe and effective response to the community there will be a minimum
45 of five (5) qualified personnel on duty at a time. If the shift cannot be filled and is greater in
46 length than two hours, then the forced overtime process will be applied.

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7. FORCED/MANATORY OVERTIME.

Forced/Mandatory overtime will be defined as overtime caused by an opening in a shift that is not covered by voluntary overtime or by per-diem coverage. Forced/Mandatory overtime will be used after exhausting voluntary overtime and the use of per-diems to fill vacant full-time shifts.

A forced rotating overtime list will be maintained by the administration and subject to review by personnel covered by this agreement.

Any new or promoted employees shall be added to the top of the forced overtime list for their job classification.

Using the Forced/Mandatory overtime rotation, the first employee contacted shall be forced to report to or remain on duty. The forced overtime coverage shall assure that minimum staffing of the full-time shifts is maintained. If coverage is not obtained prior to shift change, then the on-duty employee of that job classification will be forced to remain on duty until relief coverage is obtained.

Members who have been forced, but who refuse to come in or stay on duty, without approved cause will be subject to progressive discipline, up to and, including termination.

8. INCLEMENT WEATHER

If the Town closes due to a weather event, employees on shift will be paid time and one half for the hours in which Town Hall (between 8am and 4:430pm) is closed. Any other closure will be subject to mutual agreement (MOU).

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3 **ARTICLE 9**
4 **HOLIDAYS**
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7 **1. RECOGNIZED HOLIDAYS.**
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9 The following holidays shall be observed:
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11 New Year's Day	Labor Day
12 Martin Luther King, Jr. Day	Veterans Day
13 Presidents Day	Columbus Day
14 Patriots Day	Thanksgiving Day
15 Memorial Day	
16 Juneteenth	Day after Thanksgiving
17 Fourth of July	Christmas Day

18
19

20 **2. HOLIDAY PAY**
21

22 Employees shall be paid ten (10) hours regular pay for each holiday. Employees required to
23 work on holidays will receive holiday pay at straight time in addition to regular wages at time
24 and one-half for hours worked, except for Christmas and Thanksgiving when they shall
25 receive holiday pay at straight time in addition to double-time for hours worked. Holiday pay
26 will be paid for the actual twenty-four-hour calendar day midnight to midnight.
27

28 Holidays which fall within an employee's scheduled vacation leave time shall be paid as
29 holiday hours and shall not be charged against the employee's accrued vacation time.
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3 **ARTICLE 10**
4 **EARNED PAID LEAVE**
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7 **1. ACCRUAL.**
8

9 Employees shall accrue earned paid leave (EPL) time according to the following schedule:
10

- 11 A. Eighty-four (84) hours per year, accruing at the rate of 3.2308 hours per bi-weekly pay
12 period, from the date of hire through the completion of six (6) years of continuous
13 employment.
14
15 B. One hundred twenty-six (126) hours per year, accruing at the rate of 4.4.8462 hours
16 per bi-weekly pay period, after the completion of six (6) years of continuous
17 employment.
18
19 C. One hundred sixty-eight (168) hours per year, accruing at the rate of 6.4615 hours per
20 bi-weekly pay period, after the completion of eleven (11) years of continuous
21 employment.
22

23 Employees shall be allowed to have accrued, unused balances of vacation time up to twice the
24 applicable annual accrual rate.
25

26 **2. PAY OUT.**
27

28 Accrued, unused and unpaid EPL time shall be paid as part of final pay upon termination of
29 employment, subject to any final withholding by the town; however, employees who
30 voluntarily terminate their employment without notice as required by this AGREEMENT
31 shall forfeit any and all remaining accrued, unused, and unpaid EPL time.
32

33 During the period from April 1 through May 31, or October 1 through November 30,
34 inclusive, of each year an employee may elect to deduct from and be paid for up to one-
35 quarter (1/4, or 25%) of their accrued, unused EPL time, and shall make such election in
36 written form to be determined by the finance office. Such EPL time deduction and payment
37 shall be made in the next available pay period following the employee's election. This may
38 only be done once per calendar year.
39

40 **3. EARNED PAID LEAVE SCHEDULING.**
41

42 Absent an emergency, illness, or sudden necessity, employees must give reasonable notice (at
43 least four (4) weeks) to the employee's supervisor of the intent to use paid leave. Employees
44 must schedule leave to prevent undue hardship on the Town.¹
45

¹ Undue hardship is defined as an unreasonable or disproportionate burden on other employees.

1 EPL time shall be taken in increments of half-shifts (12 hours) or whole shifts (24 hours)
2 only.

3
4 As outlined in Article 9 of this agreement, holidays which fall within an employee's
5 scheduled EPL time shall be paid as holiday hours and shall not be charged against the
6 employee's accrued EPL time.

7
8 Employees may remain on the overtime list during vacations but may not be forced in;
9 however, employees are responsible for notifying the Chief in writing of their availability for
10 voluntary overtime.

11
12 Employees may not be held over on the last shift worked before scheduled EPL days, nor may
13 an employee be forced to work overtime on days prior to or days off after a scheduled EPL
14 period except when a state of emergency has been declared and an employee is reasonably
15 available to respond.

16
17 Employees may cancel scheduled EPL unless and until that shift has been filled.
18

**ARTICLE 11
LEAVES OF ABSENCE**

1. SICK LEAVE.

- A. Regular full-time employees earn sick leave at the rate of one hundred and forty hours per year at the rate of 5.40 hours per bi-weekly pay period and may accumulate no more than seven hundred twenty (720) hours.
- B. Sick leave may be granted, with at least two (2) hours' notice by the employee, for any of the following reasons:
- Personal illness or injury,
 - Personal medical or dental appointments which cannot be scheduled during other than working hours, or
 - Absence required by serious illness or disability of a member of the employee's immediate family. Immediate is defined as spouse, mother, father, mother-in-law, father-in-law, son, daughter, or other person who has lived in the employee's household to have attained such status.

Sick Leave can be utilized in increments of one (1) hour. Sick leave usage may be denied by the Chief or his designee in the event the required notice is not provided by the employee.

- C. The Chief may require a certificate from a qualified physician certifying an employee's continued absence from work. A certificate of "fitness to return to work" from a physician may also be required.
- D. Misuse or abuse of sick leave may be cause for disciplinary action and may negatively affect the employee's performance evaluation.
- E. Upon termination of employment, any employee who has five (5) years of continuous employment will be paid one-half regular pay for accumulated sick leave. In the event of an employee's death, the Town will pay accumulated sick leave benefits, as described above, to the employee's family. Employees who fail to provide proper notice of termination shall not be eligible for this benefit.

2. BEREAVEMENT LEAVE.

The purpose of bereavement leave is to attend funerals or memorial services, making arrangements for such services, attending burials, or attending to family as a result of a death. Leave with pay shall be granted to regular full and part-time employees for up to three (3) days, not necessarily consecutively but reasonably proximate to the death, funeral, memorial service, burial, or other similar event, upon the death of a parent, spouse, brother, sister, child, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law or any other person who has lived in the employee's household. Special consideration may be made by the Chief

1 when exceptional or unusual circumstances are a factor. Leave may be granted at the
2 discretion of the Chief to attend the funeral of a relative (other than those listed above) or
3 friend.
4

5 **3. JURY DUTY.**
6

7 Employees will be paid their regular rate of pay to an employee while on jury or witness duty.
8 The employee shall reimburse the TOWN by surrendering all jury pay to the TOWN
9 immediately upon its receipt. It is expected that employees will report to work each day and
10 perform their regular duties during established working hours, except for the time actually
11 engaged in jury service or in transportation to or from the place of jury service.
12

13 Any Town designated Holiday falling during the employee's absence due to jury or witness
14 duty shall be paid.
15

16 **4. FAMILY MEDICAL LEAVE.**
17

18 The policy for the Family Medical Leave Act for bargaining unit employees is outlined in
19 Appendix B of this agreement as mutually agreed to by the parties.
20

21 **5. NON-JOB-RELATED INJURIES/ILLNESSES.**
22

23 Unit employees must use accrued, unused leave to cover any eligible/approved leave,
24 including leave under Article 11 Section 4 until exhausted, after which such leave will be
25 unpaid.
26

27 Leave may be extended for additional periods of up to twelve (12) weeks at a time with
28 proper medical certification from the employee's treating physician, and at the chief's
29 discretion, such leave generally not to exceed one (1) year from the date such leave began.
30 After this, unpaid leave may be extended at the town manager's discretion for additional
31 periods of time on a case-by-case basis for any unit employee who is able to demonstrate
32 through appropriate medical certification that they will be able to return to full duty without
33 restrictions within a reasonable period of time; otherwise, the TOWN may terminate the
34 employee's employment for non-disciplinary reasons pursuant to this agreement.
35

36 Unit employees on unpaid leave may remain on TOWN sponsored insurance plans at their
37 own cost, in full, and shall not be entitled to any TOWN paid benefits or creditable service
38 earning, nor will they accrue any other types of leave while they remain on any unpaid leave.
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1 **6. FILLING VACANCIES DURING LONG-TERM INJURIES OR ILLNESSES**
2

3 A vacancy created by a unit employee's long-term injury/illness will normally be filled by
4 another bargaining unit employee on overtime. However, should the long-term injury/illness
5 exceed twelve (12) weeks, the parties agree that the Employer may fill these vacancies
6 utilizing qualified per diems or temporary employees until the employee returns to work.
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**ARTICLE 12
INSURANCES**

1. HEALTH AND DENTAL INSURANCE.

A. Employees shall be eligible to enroll in a health insurance plan, the same as or comparable to that provided to non-union TOWN employees (which, beginning January 1, 2013, consisted of the Maine Municipal Employees Health Trust PPO-500 plan together with a Town-funded health reimbursement account for each participating employee annually in the amount of the coinsurance under the plan, or \$1,500 for individuals and \$3,000 for employee/spouse, employee/child(ren) or family), following completion of thirty (30) days of employment.

The TOWN shall pay 90% of the cost of health insurance coverage for the employee only. The TOWN shall pay 75% of the additional cost of any health insurance covering eligible dependents.

Monthly premiums not covered by the TOWN will be deducted bi-weekly from the employee's paycheck. Employees who elect not to enroll in the health insurance plan are eligible for a forty percent (40%) reimbursement of the premium eligibility. Employees who do not choose to enroll in the health insurance plan must show proof that they are covered by another health insurance policy. Payment of the forty percent (40%) premium reimbursement will be done on a biweekly basis and included in the employee's regular pay check. In the event an employee wishes to enroll in the Town insurance plan at a later date, they are required to show proof of insurability/good health.

B. Employees shall be eligible to enroll in a dental plan, the same as or comparable to that provided to non-union TOWN employees, following completion of thirty (30) days of employment. The TOWN shall pay 100% of the cost of dental coverage for the employee only. Monthly premiums not covered by the TOWN will be deducted bi-weekly from the employee's paycheck.

2. DISABILITY INSURANCE.

The TOWN shall make available short term disability income protection and long term disability insurance, subject to the minimum participation requirements of the insurance carrier, following completion of thirty (30) days of employment. The entire cost of this benefit shall be paid by the employee.

3. LIFE INSURANCE.

Employees who enroll in the health insurance program shall be provided life insurance in the amount of one times (1x) their annual salary, which takes effect on the first day of the second month following the date of employment. The entire cost of this coverage is paid by the TOWN.

1 Employees who do not elect to enroll in the health insurance program are not eligible for paid life
2 insurance.

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**ARTICLE 13
RETIREMENT**

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1. ELIGIBILITY.

Employees may participate in the TOWN's deferred compensation retirement program under Internal Revenue Code Section 457 or in the Maine PERS Special Plan 3C.

Employees electing to participate in Maine PERS Special Plan 3C will be eligible to establish and contribute to accounts under the TOWN's 457 deferred compensation plan but shall not be eligible for any matching contribution.

2. CONTRIBUTIONS: VESTING.

Employees shall be eligible to contribute to the program immediately upon hire. For employees' not participating in Maine PERS, the Town will match the employee's contribution to a maximum of six percent (6%) of actual pay. The employee shall be vested immediately in 100% of any contributions made by the Town.

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**ARTICLE 14
DISCIPLINARY ACTION**

1. DISCIPLINE FOR JUST CAUSE.

Employees may be subject to discipline for just cause. Disciplinary action may include, but not be limited to, verbal warning, written warning, suspension or termination.

2. APPEALS FROM DISCIPLINARY ACTION.

Employees shall have the right to appeal any disciplinary action in accordance with the provisions of Article 5, Paragraphs 4 and 5.

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ARTICLE 15
TERM OF AGREEMENT

This agreement shall be effective from and after July 1, 2022 and shall remain in full force and effect until June 30, 2025.

If any article or section of this contract, or if any riders thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and if any rider thereof, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

This agreement represents the total understanding of the parties. The parties to this agreement further agree that matters raised during the negotiations of this agreement or covered by this agreement shall not be subject to bargaining during the term of the agreement except by mutual consent of the parties.

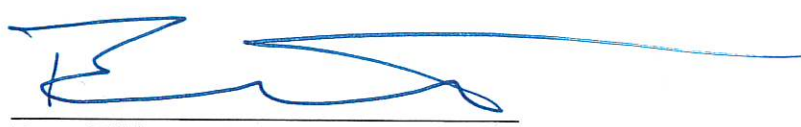
The parties further agree, that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this Agreement shall remain in full force and effect throughout the duration of this Agreement subject to established procedures for changing these negotiable benefits or terms and conditions of employment.

In witness whereof, the Town has caused this agreement to be executed and its corporate seal to be affixed by its Town Manager, thereunto duly authorized, on the 5th day of MAY, 2022, and the Union has caused this instrument to be signed by its president and representative, thereunto duly authorized on the 5th day of MAY, 2022.

SIGNED, SEALED AND DELIVERED THE TOWN OF WINDHAM
IN THE PRESENCE OF:

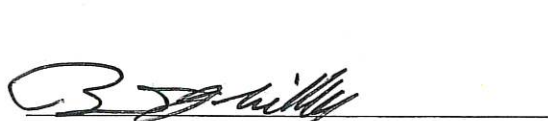


ROBERT BURNS

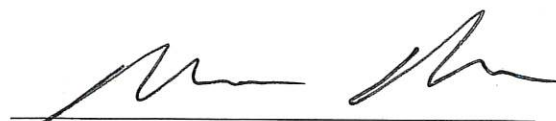
BY: 

Barry Tibbetts
Town Manager

WRPFA/IAFF LOCAL 4095



FIRE CHIEF

BY: 

Michael Mullin, President
WRPFA/IAFF Local 4095

ARTICLE 16

**APPENDIX A
UNIT EMPLOYEE WAGES**

1. Wage Scale

Steps	1	2	3	4	5	6	7	8	9	10
Firefighter/Paramedic	Date of hire to 1 year complete	> 1 year to 2 years complete	>2 years to 3 years complete	> 3 years to 4 years complete	> 4 years to 5 years complete	> 5years to 7 years complete	> 7 years to 10 years complete	10> years to 15 years complete	15> years to 20 years complete	>20 years
Years in step	1	1	1	1	1	2	3	5	5	--

3% 07/01/2022-06/30/2023	24.672	25.125	25.585	26.057	26.537	27.027	27.524	28.034	28.549	28.834
3% 07/01/2023-06/30/2024	25.412	25.879	26.353	26.839	27.333	27.838	28.349	28.875	29.405	29.699
3% 07/01/2024-06/30/2025	26.174	26.655	27.143	27.644	28.153	28.673	29.200	29.741	30.287	30.590

Steps	1	2	3	4	5	6	7	8	9	10
FF-EMT-Advanced	Date of hire to 1 year complete	> 1 year to 2 years complete	>2 years to 3 years complete	> 3 years to 4 years complete	> 4 years to 5 years complete	> 5years to 7 years complete	> 7 years to 10 years complete	10> years to 15 years complete	15> years to 20 years complete	>20 years
Years in step	1	1	1	1	1	2	3	5	5	--

3% 07/01/2022-06/30/2023	23.001	23.453	23.915	24.385	24.865	25.356	25.853	26.363	26.877	27.146
3% 07/01/2023-06/30/2024	23.691	24.157	24.632	25.117	25.611	26.116	26.629	27.154	27.683	27.960
3% 07/01/2024-06/30/2025	24.402	24.881	25.371	25.870	26.380	26.900	27.427	27.968	28.514	28.799

Steps	1	2	3	4	5	6	7	8	9	10
FF-EMT-Basic	Date of hire to 1 year complete	> 1 year to 2 years complete	>2 years to 3 years complete	> 3 years to 4 years complete	> 4 years to 5 years complete	> 5years to 7 years complete	> 7 years to 10 years complete	10> years to 15 years complete	15> years to 20 years complete	>20 years
Years in step	1	1	1	1	1	2	3	5	5	--

3% 07/01/2022-06/30/2023	21.329	21.782	22.243	22.715	23.195	23.685	24.181	24.692	25.205	25.457
3% 07/01/2023-06/30/2024	21.969	22.436	22.910	23.396	23.890	24.395	24.907	25.433	25.961	26.221
3% 07/01/2024-06/30/2025	22.628	23.109	23.597	24.098	24.607	25.127	25.654	26.196	26.740	27.008

Steps	1	2	3	4	5	6	7	8	9	10
Captain/Paramedic	Date of hire to 1 year complete	> 1 year to 2 years complete	>2 years to 3 years complete	> 3 years to 4 years complete	> 4 years to 5 years complete	> 5years to 7 years complete	> 7 years to 10 years complete	10> years to 15 years complete	15> years to 20 years complete	>20 years
Years in step	1	1	1	1	1	2	3	5	5	--

3% 07/01/2022-06/30/2023	32.320	32.630	32.960	33.290	33.630	33.970	34.300	34.650	34.990	35.340
3% 07/01/2023-06/30/2024	33.290	33.609	33.949	34.289	34.639	34.989	35.329	35.690	36.040	36.400
3% 07/01/2024-06/30/2025	34.288	34.617	34.967	35.317	35.678	36.039	36.389	36.760	37.121	37.492

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2. Cost of Living Adjustment².

The parties agreed that unit employees shall receive a cost-of-living adjustment as follows:

July 1, 2022, to June 30, 2023,	3% Pay Adjustment + Longevity
July 1, 2023, to June 30, 2024,	3% Pay Adjustment + Longevity
July 1, 2024, to June 30, 2025,	3% Pay Adjustment + Longevity

3. Longevity Pay for Unit Employees.

For purposes of this section, time served shall be calculated beginning with the employee's original date of hire. The longevity pay will be paid following a satisfactory evaluation and the recommendation of the appropriate Department Head and Town Manager. The total amount of the longevity pay for unit employees will be paid in accordance with the following schedule:

- 12 Years to and including 14 years \$500
- 15 Years to and including 19 years \$750
- 20 or More Years \$1,000 plus \$100 per year for each year completed over twenty.

4. New Hires.

The parties agree that new hires may be placed on the wage schedule at entry on the step consistent with the employee's years of experience at the level of certification required, and may – at the chief's discretion – be credited for up to one (1) week of vacation time, but shall not receive any other service or seniority-based benefits under this agreement until they have met those requirements in service to the Town of Windham

² If Town employees receive higher than the 3%, the Town will match that amount for the Unit.

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APPENDIX B
FAMILY MEDICAL LEAVE ACT POLICY

Copy attached.