

AGREEMENT

between

TOWN OF WELLS

and

PROFESSIONAL FIRE FIGHTERS OF WELLS

for Fire Department

July 1, 2017 to June 30, 2020

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**ARTICLE 1
PREAMBLE**

Section 1: Pursuant to the provisions of Chapter 9-A, revised Statutes of Maine, Title 26, as enacted by the Maine legislature in 1969 and Amended, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law," this agreement is made and entered into by and between the Town of Wells, herein after referred to as the "Town" and the Professional Fire Fighters of Wells, IAFF Local 4652 hereinafter known referred to as the "Union."

**ARTICLE 2
UNIT RECOGNITION**

Section 1: The Town recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and working conditions for all full-time firefighters and Captains employed by the Wells Fire Department, who are public employees.

**ARTICLE 3
NON-DISCRIMINATION CLAUSE AND
EMPLOYEE RIGHTS**

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

Section 2: All persons within this Unit who have worked at least six (6) months shall be considered regular, full-time employees and shall be subject to the provisions of this Agreement as per Title 26 MRSA, Chapter 9-A.

Section 3: The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, **sexual orientation**, national origin, age, or condition of handicap, except where based on a bona fide occupational qualification, nor will they limit, segregate or classify- employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, **sexual orientation**, national origin, age, or condition of handicap, except where based on a bona fide occupational qualification.

Section 4: The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group or employees but is intended to refer to all employees in job classifications, regardless of sex.

Section 5: Fair Share Fees - Those unit employees who choose not to join the Union shall be subject to one (1) of the following options:

- a. The employee may sign a written payroll authorization deduction in the amount of eighty percent (80%) of the present cost of the Union dues to defray the cost of contract administration such as

research, negotiations, travel, legal fees and mediation. Fees will also be used for grievance issues for the employee; or

- b. Be subject to no payroll deduction, but if the services of the Union Representative are solicited, the employee will be charged usual and customary fees. If the Union Attorney's services are solicited, the employee will be charged usual and customary fees. The Union's cost for the arbitration proceedings, if any, will be borne by the employee.
- c. Nothing in this Article shall diminish the right of any employee covered hereunder to present his own grievances as set forth in Title 26 MRSA, Chapter 9-A, Section 967.

Section 6: Outside Employment: Regular employees may obtain outside employment with permission of the Town Manager, Such employment may be terminated or curtailed by the Town Manager if, in his judgment, such employment hinders the employee in the impartial or efficient performance of his duties. In any event, no employee shall fail to appear for a mandatory work shift assignment due to conflicting outside employment commitments. The Town Manager shall not exercise his/her discretion as set forth in this section in an arbitrary or capricious manner or with the intent to discriminate against members of the Union.

Section 7: Any employee shall have the right to be represented or accompanied by the Union Steward or other Union representative when appearing before the Fire Chief, Town Manager, Board of Selectmen, or their delegate on any grievance, or when disciplinary action is likely to result. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, he shall comply with the rules and then grieve if he feels he has been wronged.

Section 8: An employee may choose to use the grievance procedure [Article 7] to pursue any alleged violation under this Article, or may choose to pursue the matter through the Maine Human Rights Commission or a federal or State court; but the employee shall be limited to only one of these actions.

Section 9: The Town agrees to deduct Wells property taxes upon receipt of signed authorization by the employee.

Section 10: All unit employees hired after July 1, 2009 must

- a. Reside within twenty (20) road miles of the Route 1 Fire Station, except for Fire fighter Wayne Ham.
- b. Be certified to the EMT Level.
- c. Must know how to swim [subject to a swim test to be determined by the Fire Chief]

ARTICLE 4 MANAGEMENTS RIGHTS

Section 1: The Town retains all rights and authority to manage and direct its employees and to determine work shift assignments, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such reasonable rules and regulations governing the conduct of

its employees as are not specifically inconsistent with the provisions of this Agreement. The Town agrees to forward copies of any and all final rules and amendments to the Union.

ARTICLE 5 UNION RIGHTS AND RESPONSIBILITIES

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

Section 2: The Union shall be given the opportunity to have a representative at any formal discussion between one or more representatives of the Town and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or any examination of an employee of the unit by a representative of the Town in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action against the employee; and the employee requests representation. Normally the Union will be represented by one [1] representative from the Local and one [1] representative from the IAFF or PFFM (Professional Fire Fighters of Maine).

Section 3: The Town agrees to recognize the elected officers of the Union and any persons appointed to a position of responsibility as duly designated officials of the Union. The Union agrees to submit to the Town a list of officers/appointments and to update the names as changes occur. Authorized representatives of the Union (not employees in the unit) may enter Town premises during normal working hours for the purpose of carrying into effect the provisions of this Agreement. Prior to such visits by such representatives, the Union President will notify the Fire Chief in advance of the visit and it shall not interfere with departmental operations.

Section 4: It is agreed that Union officials, as described in Section 3 above, are authorized a reasonable amount of official time away from the job to promptly and expeditiously perform their representational and union duties and responsibilities. Authorization for utilizing official time must be obtained from the Fire Chief prior to any union official utilizing official time. Additional time may be authorized by the Fire Chief.

With permission of the Fire Chief, the President or Alternate may be allowed time off without pay to attend official Union functions (such as an annual convention) for up to five (5) days per year provided that the request is made in writing at least ten (10) calendar days in advance of such function, there is no disruption of departmental operations, and provided that the Town does not incur any expenses as a result of the absence of said President or Alternate.

Section 5: With the permission of the Fire Chief, the Union may continue to conduct its business, including the conduct of Union meetings, at the fire station. The entire on duty crew will be allowed to attend. The conduct of Union business shall not interfere with normal activities of the Department.

Section 6: The Union agrees that the Union, its officers and members will not engage in strikes, slowdowns, or work stoppages. Such activities engaged in by unit employees may be just cause for dismissal.

Section 7: The Town agrees to deduct from salaries money for the Union's dues and initiation fees. Unit employees must submit a signed authorization form as agreed to by the parties in order to have their union dues deducted from their salary. The amounts to be deducted shall be certified to the Town by the Secretary-Treasurer of IAFF Local 4652 [in writing], and deductions for dues shall be forwarded promptly to the Secretary-Treasurer of IAFF Local 4652 at the end of each week in which deductions were made. In the event that dues are increased, the Union shall notify the Town at least thirty (30) days prior to the effective date of the dues increase. The Union shall indemnify, defend and hold the Town harmless against any claims made, and any suits against the Town on account of payroll deductions of such dues. The Union agrees to refund to the Town any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

ARTICLE 6 LABOR ~ MANAGEMENT PARTNERSHIP

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

Section 2: This Committee will provide a means for allowing the Town and the Union to become full 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.

Section 3: The goals and objectives of this Committee are as follows:

- To further the Fire Department's Mission by using the Brain Storming Process
- Foster a more productive and cost effective service to the citizens of Wells
- Promote a better morale among all Fire Department employees
- Enhance the working conditions for all Fire Department employees.

Section 4: This Committee shall consist of two [2] Union Representatives and two [2] Management Representatives with each party selecting its own members. At its 1st Labor-Management Partnership Meeting, the committee shall establish and maintain the guidelines the committee will utilize to conduct its business.

**ARTICLE 7
GRIEVANCE/ARBITRATION PROCEDURE[S]**

Section 1: A Grievance shall mean any claimed violation, misinterpretation or misapplication or a controversy or meaning that may arise between the Town, the Union and/or any bargaining unit employee[s] relating to this agreement.

Section 2: Nothing in this Article shall be deemed to deny an aggrieved unit employee the right to present their own grievance as set forth in Title 26, M.R.S.A. In such event, the aggrieved employee shall forward a copy of the grievance being filed with any and all supporting information and material to the President of IAFF Local 4652. In addition, the Union shall have the right to be present at any meeting between the Town and the aggrieved employee filing a grievance under this section. No resolution of a grievance under this provision shall be inconsistent with the provisions of this Agreement. The Union will be provided a copy of any decision rendered by the Town under this section.

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

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

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

Section 5: Grievance Procedure:

Step 1: An employee(s)/Union who claims to have a grievance shall present it to the Fire Chief in writing as outlined in section 4 above. The Fire Chief shall meet with the parties to resolve the grievance within seven [7] calendar days after receipt of the written grievance. If resolution of the grievance is not within the authority of the Fire Chief, he/she shall so inform the grievant and his/her representative at this meeting and refer them to Step 2 of the grievance procedure.

If the resolution of the grievance is within the Fire Chief's authority to resolve, he shall render a decision in writing within seven [7] calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee(s) and the employee(s)'s representative.

Step 2: If the Fire Chief's decision is unsatisfactory, the employee/Union may, within seven [7] calendar days after receipt of the Step 1 decision, forward it to the Town Manager for action. The Town Manager shall convene a meeting with the parties within seven [7] calendar days after receipt of the grievance. The Town Manager shall render a decision in writing, within seven [7] calendar days from the

date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee(s) and the employee(s)'s representative.

Step 3: If the Town Manager's decisions is unsatisfactory or the Parties are unable to resolve the grievance as a result of the Step 2 meeting, the Union may, within fourteen [14] calendar days of the Step 2 response, file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance; or if the services of the Maine Board of Arbitration and Conciliation become unavailable, the Federal Mediation and Conciliation Service or a mutually agreeable single arbitrator.

Step 4: Arbitration Procedure: The arbitrator shall have no authority to add to, subtract from or modify any of the provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties and the arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of the testimony and final argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union. Each party shall be responsible for compensating its own outside representatives and expert witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 6: Miscellaneous:

- a. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue as a threshold question before the arbitrator.
- b. Time limits outlined in this article may be extended by written mutual consent of the parties.
- c. Grievances concerning letters of caution or requirements, letters of reprimand, suspensions and terminations will be processed under this procedure beginning at the step above the level of management that affected the disciplinary action.

**ARTICLE 8
DISCIPLINARY ACTIONS**

Section 1: The parties agree that the purpose of disciplinary action is to correct the offending employee[s] and maintain discipline and morale among other Fire Department employees.

Section 2: Disciplinary actions shall only be taken for just cause.

Section 3: Prior to initiating disciplinary action, the following procedures will normally be followed:

- a. The Town will make every effort to issue notices proposing discipline as soon as possible, normally ten [10] calendar days after becoming aware of the incident.
- b. A pre-action investigation or inquiry will be made to determine the facts. Part of this investigation shall include a discussion with the affected employee and others having information about the incident.

- c. The employee will be notified in advance of the time of the discussion, and if the employee is advised that disciplinary action is being contemplated, the employee is entitled to have a Union representative present if he so desires. Once a representative is requested the employee will be allowed a reasonable amount of time, normally not more than 5 calendar days, to obtain Union representation. During this delay no further questioning will take place.
- d. The employee or his designated representative will be permitted to offer their written and/or oral statement to the deciding official during the pre-action investigation. The written statement may be submitted at the meeting or no later than five [5] calendar days from the date of the above referenced meeting.
- e. The Town will make reasonable efforts to undertake disciplinary actions in a prompt and timely manner, normally within ten [10] calendar days after conclusion of the pre-action investigation.

Section 4: Any disciplinary action taken against a member shall be subject to the grievance procedure.

Section 5: If any disciplinary action is not sustained against the Employee, all reference to such action will be withdrawn from the Employee's Official Personnel Folder.

ARTICLE 9 PERSONNEL FILE

Section 1: Insofar as permitted by law, all personnel records, including home address, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other Town officials, except upon a legally authorized subpoena or written consent of the Employee.

Section 2: Upon request, an Employee shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the Town Manager or designee. A member shall have the right to make duplicate copies for his own use. No records shall be withheld from an Employee's inspection. A member shall have the right to have added to his personnel file a written, signed, and dated refutation of any material which he considers detrimental. Nothing detrimental may be added to the Employee's file without first providing a copy to the member.

Section 3: No written reprimand which has not previously been the subject of a hearing shall be placed in an Employee's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) calendar days thereafter, the member may file a signed and dated written reply. If the Manager thereafter places the written reprimand in the Employee's personnel file, he shall also include the reply.

Section 4: All discipline infractions placed in an employee's file which are received for an infraction which is less than a suspendable offense shall be purged from the file if there is no disciplinary offense within the next eighteen (18) months subsequent. All employee refutations which go into the personnel file shall also be expunged along with the items to which they pertain.

**ARTICLE 10
SENIORITY**

Section 1: The Town shall establish a seniority list naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) in the department listed first. Said list shall be amended from time to time as circumstances shall warrant.

Section 2: Seniority for the purpose of this Agreement shall be interpreted to mean the length of continuous service in the department only from date of last full-time hire.

Section 3: In the event it becomes necessary for the Town to lay off employees for any reason, the employees shall be laid off in the inverse order of their seniority by classification with bumping rights within the department, provided the employees remaining are able to perform the available work. Employees shall be recalled in the reverse order of lay-off provided such employees are able to perform the available work. Seniority shall be maintained for twelve (12) months from the date of lay-off. Seniority rights shall be retained during illness, accident, or approved leaves of absence. For a period of twelve (12) months after lay-off, employees shall have a right to be recalled. Employees shall be recalled from lay-off according to seniority by certified mail to the employee's last known address. It is the responsibility of the laid-off employee to furnish any change of address to the Town for recall notices. If, following a lay-off, the employee fails or refuses to notify the Town of his intention to return to work within seven (7) calendar days after a written notice of recall is sent by certified mail to his/her last address on record with the Town, the employee has waived his/her right to recall.

Section 4: The seniority list shall be posted on the department bulletin board within thirty (30) days after the signing of this Agreement and a copy thereof shall be sent to the Union. Any objections to the seniority list, as posted, must be reported to the Town Manager, or his designee, within ten (10) days from the date posted or it shall stand as accepted and shall take full force and effect.

**ARTICLE 11
HOLIDAYS**

Section 1: The following shall be recognized as paid holidays:

New Year's Day (January 1)	Memorial Day
Martin Luther King Day	Independence Day (July 4)
Thanksgiving Day	Veterans Day
Presidents' Day	Labor Day
Christmas Day (December 25)	Columbus Day
Patriot's Day	

Employees may choose the day after Thanksgiving as a holiday in lieu of Patriot's Day.

Section 2: Holiday pay for day off: Employees shall receive a straight 12.0 hours pay if the holiday falls on the employee's regularly scheduled day off.

Section 3: Holiday pay if worked: Employees that physically work on any holiday specified above shall be paid for all hours worked on the holiday at the rate of one and one-half (1 1/2) times the regular rate of pay plus the holiday pay of twelve (12) hours at the regular hourly rate. Employees who physically work on Christmas or Thanksgiving shall be paid for all hours worked on the holiday at the rate of two (2) times the regular rate. The above-listed holidays shall be celebrated on the same day as Town Hall. However, to determine which day shall be designated as a holiday for the purpose of paying overtime premium pay: Christmas, New Year's, Independence Day and Veteran's Day shall be the actual calendar day.

Section 4: Holiday Bank: Effective upon the signing of this contract, employees may elect to bank holiday pay throughout the year. Banked holiday pay shall be disbursed the first pay period in December.

ARTICLE 12 ANNUAL LEAVE [VACATION TIME]

Section 1: Each unit employee shall accrue paid vacation time at the following rates:

- a. After one [1] Year – Two (2) weeks [112 Hours].
- b. After eight [8] Years – Three (3) weeks [168 Hours]
- c. After fourteen [14] Years – Four (4) weeks [224 Hours]
- d. Effective January 1, 2009, after twenty [20] Years – Five [5] weeks [280 Hours]
- e. Effective January 1, 2009, after seven (7) years of continuous service-three (3) weeks [168]

Section 2: Unit Employees may carry over one (1) week 56 hours of vacation time during the term of this contract. All vacation time carried over must be used prior to the expiration of this contract unless permission to carry over the vacation time past contract expiration is obtained from the Town Manager.

Section 3: The Labor-Management Committee will establish and maintain policies and procedures for requesting and approving Vacation and Personal leave.

ARTICLE 13 SICK LEAVE

Section 1: Members of the bargaining unit shall accrue sick leave at the rate of twelve [12] hours per month, which may be accumulated, to a maximum of 1440 hours. Sick leave may be used for personal non-service connected injuries or illness and family emergencies. Unit employees may utilize 56 hours per year for the care of family members. The Labor-Management Committee will establish and maintain policies and procedures for utilizing sick leave.

Section 2: Payment on Separation: Employees shall be paid for one-third (1/3) of their total accrued sick leave upon separation from Town employment in good standing. The spouse or estate of an employee who dies while employed by the Town shall receive 100% of his/her total accrued sick leave. Employees shall be paid for one-half (1/2) of their total accrued sick leave upon retirement from Town employment. Said retirement shall be defined as receiving retirement payments from Maine State Retirement System (MSRS) resulting from service to

the Town as a firefighter, or age 55 if not a member of the MSRS. The amount of payment shall be calculated based upon the employee's current regular straight time hourly rate of pay and shall be subject to the following:

- a. Employees must provide a minimum of two weeks calendar notice.
- b. Employees who are dismissed for cause shall not be eligible for payment of accrued sick leave.
- c. Employees who are on layoff and choose to receive the one-third (1/3) payback shall have the option of restoring that one-third (1/3) of sick leave by returning the one-third (1/3) payback should they be recalled.

Section 3: Sick Leave Incentive Program: An employee who goes for a period of six (6) months without using any sick leave shall be credited with one (1) personal day. A maximum of two (2) personal days may be credited in a twelve (12) month period. If an employee uses any sick leave, the next six (6) month period starts with their next day of work.

ARTICLE 14 OTHER LEAVE

Section 1: Funeral Leave: In the event of death in the immediate family of an employee, the employee shall be granted three [3] shifts of absence with full pay to make necessary arrangements and to attend the funeral. "Immediate family" is hereby defined to include: spouse, children, mother, father, brothers, sisters, mother-in-law, father-in-law, step-parents, step-children, and domestic partner/significant other and grandparents. Furthermore, unit employees will be allowed one [1] shift of paid leave for the purpose of attending the funeral of other relatives or persons actually living in the same household. The Town Manager may extend the amount of time allowed in this section on a case by case basis.

The term "domestic partner" [also known as "spousal equivalent"] is defined as a person of the same or opposite sex with whom an employee has a long term intimate and committed relationship for 2 continuous years or more. Both parties must be 18 years of age, competent to contract and be each other's only mate. Neither partner can be married to anyone else and cannot be blood-related to the degree that legally prohibits marriage. Domestic partners must live together at the same permanent residence, be jointly responsible for each other's common welfare, and be financially interdependent. Furthermore, neither partner can have signed a domestic partner affidavit with any other partner within the last 2 years. Employees must execute an affidavit supporting the facts described above in order to be eligible for bereavement leave.

Section 2: Military Leave: Employees shall be granted military leave of absence without loss of seniority, to fulfill their military duties in the Armed Forces, National Guard, or Military Reserves. The Town will pay the difference, if any, between the employee's regular pay and military pay up to a maximum of normal salary for National Guard or Reserve training up to seventeen (17) days per year.

Section 3: Family Medical Leave: The Town agrees to integrate the provisions of the Family Medical Leave Act with other leaves in this Agreement. All accrued paid leave must be used for Family Medical Leave. The balance of Family Medical Leave will be unpaid leave. The Town reserves the right to designate any qualifying leave as leave under the provisions of the Family Medical Leave Act.

Section 4: Americans with Disability Act: The Town will notify the union as soon as it becomes aware of any situations concerning an existing employee requiring a reasonable accommodation within the terms of the Americans with Disabilities ACT. The Town will provide the union with all relevant information and bargain with the Union concerning any accommodation that departs from any of the terms of this contract or from any existing practice.

ARTICLE 15 RIGHT TO SUBSTITUTE [TRADING OF TIME]

Unit members may substitute (trade-off) for each other by permission of the Fire Chief obtained in advance of the substitution date with the following conditions.

- a. For purposes of this article, trading of time is done voluntarily by and between unit employees. Normally, trading of time will be firefighter for firefighter or Captain for Captain.
- b. The obligation for pay back incurred as a result of agreeing to substitution must be fulfilled within a six [6] month period from the date of substitution.
- c. The substitution must be approved by the Fire Chief or his designee and shall be in writing, utilizing the form agreed upon by the parties.
- d. The substitution or trade-off shall not result in an increase in overtime or other increase cost to the Town.

ARTICLE 16 HOURS OF WORK AND OVERTIME

Section 1: Hours Worked: The regular work week for members of the bargaining unit shall normally consist of fifty-six (56) hours per week, averaged over a twenty-one (21) day cycle. The standard work day/shift shall consist of two (2) 24 hour shifts equaling forty-eight (48) hours. The normal work schedule shall be forty-eight (48) on duty and ninety-six (96) off duty. The Town reserves the right to change the work schedule, but will provide the Union with a written notification with respect to the change at least 30 calendar days in advance of such change.

Section 2: Overtime: Overtime shall be paid for all hours worked out side of the regular scheduled work week, including if any Vacation time, Personal or Bereavement time is used during the work week. The hourly overtime rate shall be one and one-half the regular hourly rate. Should an employee be ordered to fill all or part of a shift, the employee shall be paid time at their applicable over time rate. Normally, unit employees must be in an off-duty status for at least 24-hours after working four [4] consecutive twenty-four [24] hours shifts.

Section 3: Alarms/Call Back: Employees who are off-duty may respond to calls for structure fires or "special calls," and will be paid at straight time or the time and one-half rate whichever is the applicable rate for that employee in that work week. Employees who are directed by the Town Manager or Fire Chief to respond to alarms shall be compensated according to the following call back provisions. Any unit employee called to work outside his regularly scheduled shift as described above shall be paid a minimum of three (3) hours worked at one and one-half (1 1/2) times their regular hourly rate. Such call back time

shall not be annexed consecutively to either end of a work shift, nor shall such call back time pertain to scheduled overtime hours.

Section 4: Forced In: Should an employee be ordered and/or forced to work for any shift [to fill all or part of a shift], the employee shall be paid overtime pay at a rate of 1 ½ times their hourly rate.

Section 5: Emergency Response: If the unit members want to be on the recall list, they must be able to respond and be at the station within twenty (20) minutes of recall.

Section 6: The Town agrees to provide a pager or a cell phone to unit members who want them. The decision as to whether to provide a pager or a cell phone shall be determined by the Fire Chief. If a unit member asks for a pager or a cell phone the unit member shall wear said pager/cell phone and reasonably respond to pages/calls. If in the judgment of the Fire Chief the pager/cell phone is not being worn and calls not responded to in a sufficient manner, the Fire Chief may request the return of the pager/cell phone and the employee shall promptly comply.

ARTICLE 17 UNIFORMS AND EQUIPMENT

Section 1: The Town will continue to provide unit employees with the basic clothing and uniform items as outlined below. The Town will replace any and all damaged or worn items on an "as needed" basis throughout the duration of this Agreement. Requests for replacements shall be made through the Fire Chief. Uniforms and equipment shall only be worn or used in places and at times which bear a reasonable relationship to the performance of official duties.

CLOTHING & INSIGNIA

- 4 Pants
- 4 Total Shirts
- 2 Work Shorts
- 2 Job Shirts
- 4 T-Shirts
- Winter Coat
- Summer Coat
- 1 Pair of Dress Shoes
- 1 Pair of Work Boots
- (Town contribution not to exceed \$200)
- 1 Class "A" Uniform
- Belt

FIRE GEAR

- Bunker Coat
- Leather Helmet (Town contribution not to exceed \$300)
- Extrication Gloves
- Bunker Pants
- Fire Boots
- Fire Gloves
- Fire Hood (Nomex)
- Suspenders

Section 2: The Town will continue to maintain two [2] complete sets of protective clothing for all unit employees.

ARTICLE 18 HEALTH AND SAFETY

Section 1: The Town will assure that safe and healthful working conditions are provided for unit employees pursuant to existing law, rule or regulation. The Union agrees to cooperate with the Town by

encouraging unit employees to work in a safe manner and wear protective equipment prescribed by the Town and to report observed safety and health hazards to the Town in accordance with applicable procedures. In addition, the parties agree to work together to review and implement [where appropriate] those NFPA Standards that are in the best interest of the Fire Department and the unit employees.

Section 2: The Town shall continue to provide for the inspection and testing and proper maintenance of apparatus and firefighting equipment used by unit employees. The Town shall take prompt and appropriate action when an unsafe condition is reported to or observed by the Town. Repairs will be accomplished by qualified personnel. The Town agrees that all emergency motorized firefighting equipment and apparatus will received top priority for maintenance or replacement. The Town further agrees that any portable firefighting equipment that is found to be deficient will be immediately taken out of service until properly repaired or replaced.

Section 3: The Labor-Management Committee will address Fire Department safety issues and be tasked with developing a Plan of Action and Milestones for complying with the applicable standards outlined in section 1 above and for providing a safe and healthful working conditions for unit employees.

Section 4: Injury Compensation:

- a. The Employer shall provide Workers' Compensation Coverage to its employees, as defined under the Maine Workers' Compensation Act.
- b. Employees covered by this Agreement who are injured on the job while performing extra- hazardous duties shall receive, in addition to compensation paid or payable under the Workers' Compensation Act, an amount sufficient to bring them up to full net wages, while any incapacity exists, and until they are either placed on disability retirement or return to active duty, up to a maximum of fifty-two (52) weeks.
 1. Injuries incurred while the employee is performing his/her duties during an emergency and/or non-classroom training situations.
 2. Injuries incurred while standing in a roadway directing traffic, provided the firefighter has not unreasonably neglected to wear safety equipment provided, when available.
 3. Injuries sustained in any other authorized situation in which the firefighter, because he is a firefighter, is exposed to conditions not confronted by the average non-public safety employee as determined by the Town Manager.
- c. Employees who are injured on the job may use paid sick leave time on a pro rata basis to make up the difference between the Workers' Compensation payments and their net wage if section 4b is not approved. If their sick leave is exhausted, the Town will pay the difference between the Workers' Compensation payments and net pay for the balance of the first six month period.
- d. Absence because of such injuries shall not be charged to accumulated sick leave.

**ARTICLE 19
LINE OF DUTY DEATH**

If a unit employee loses their life while on duty, the Town of Wells agrees to assist the deceased member's family in defraying the costs associated with the Memorial/Funeral Services.

**ARTICLE 20
WAGES AND BENEFITS**

Section 1: A. Base Wages:

Effective July 1, 2017, unit employees shall be paid an hourly rate of pay pursuant to the Compensation Plan below:

	<u>July 1, 2017</u>		<u>Firefighters July 1, 2018</u>		<u>July 1, 2019</u>	
	Wkly	Hourly	Wkly	Hourly	Wkly	Hourly
Start	\$ 844.45	\$ 14.6860	\$ 878.23	\$ 15.2735	\$ 895.79	\$ 15.5790
After 6 mos	\$ 930.94	\$ 16.1902	\$ 968.17	\$ 16.8378	\$ 987.54	\$ 17.1746
After 2 yrs	\$ 973.87	\$ 16.9369	\$ 1,012.83	\$ 17.6144	\$ 1,033.08	\$ 17.9666
After 4 yrs	\$ 1,113.54	\$ 19.3660	\$ 1,158.09	\$ 20.1406	\$ 1,181.25	\$ 20.5434

	<u>July 1, 2017</u>		<u>Captains July 1, 2018</u>		<u>July 1, 2019</u>	
	Wkly	Hourly	Wkly	Hourly	Wkly	Hourly
	\$ 1,285.38	\$ 22.3545	\$ 1,336.80	\$ 23.2487	\$ 1,363.54	\$ 23.7137

***Upon ratification, Firefighters serving as Acting Captains will receive Captain's pay for all hours as an Acting Captain during a shift.**

**** Upon ratification, On Duty Captains who are temporarily designated by the Fire Chief as the Ranking Officer in the absence of the Fire Chief will receive an additional \$3.00/hour for all hours so designated and approved by the Fire Chief while serving in the Ranking Officer position.**

B. Longevity Rates: The maximum a bargaining unit employee can receive in longevity payments is \$50.00 dollars per week pursuant the following:

- After five [5] years add \$5.00 per week.
- After ten [10] years add \$15.00 per week.
- After fifteen [15] years add \$15.00 per week.
- After twenty [20] years add \$15.00 per week.

C. Hiring Town Employees: The Town may hire employees from other Town Departments, in accordance with the following provisions:

1. Vacation accruals and Longevity pay will be based upon the employee's total number of continuous years of employment with the Town.
2. Wages shall be paid at the step of the wage scale equal to the employee's total number of continuous years of employment with the Town.
3. Seniority shall accrue according to Article 10, section 2.

D. In addition to the wages outlined in this section, unit employees will receive educational incentive for the following upon ratification:

- a. Bachelor's Degree = an additional \$30.00 per week. [A Related Field]
 - b. Associate's Degree = an additional \$20.00 per week.
 - c. EMT Intermediate License = an additional \$5.00 per week.
 - d. AEMT License = an additional \$20.00 per week.
 - e. Employees will only be eligible to receive payment for one college degree.
- Unit employees shall be eligible for educational incentive pay after their successful completion of their probationary period.

Section 2: Fire Department Instructors: Upon ratification, Unit employees that obtain and maintain their Instructor Certifications and who provide training and expend preparation time approved by the Fire Chief to both Career and Volunteer Fire Department employees and/or members shall receive an additional \$1.00 per hour above their base rate for the approved time spent in preparing and presenting Fire Chief approved training for Fire Department employees/members. Captains (including Captains who are temporarily designated by the Fire Chief as the Ranking Officer) who are required to be certified as part of their job description shall not receive this stipend for the first two (2) hours per shift during which they provide such required training.

Section 3: Insurance

- a. Professional Liability Insurance: The Town will continue to provide and pay for its present professional liability insurance for the duration of this agreement.
- b. Health Insurance: The town will continue to provide, through the Maine Municipal employees Health trust, the employee's choice of the Comprehensive plan or the Point of Service Plan. The town will provide up to full family subscriber coverage. The cost of the plans will be shared between the Employer and the Employee as follows:

MMEHT PPO 500	Employer	80% of costs
	Employee	20% of costs

Said amounts will be contributed through payroll deduction.

Health Reimbursement Account: The Town provides a Health Reimbursement Account (HRA) program whereby the Town reimburses employees for their first \$500 of deductible expenses for individuals and for the first \$1,000 of deductible expenses for the entire family per contract year. The HRA does not apply to co pays for doctor's visits and co pays for prescription drugs.

- c. Buyout: The Town agrees to provide unit members with the opportunity to use the Town's "buy-out" insurance procedures. Employees' who have comparable insurance coverage through another group may elect to drop the Town's coverage and receive two hundred dollars (\$200.00) per month. Any current employee on the buy – out program prior to July 1, 2002 will continue to receive the buy-out amount currently in effect; however, that amount will be frozen at its current level. Buy outs would not apply to married or legally partnered Town employees who both work for the Town and they would be required to take the least expensive option for the coverage i.e. Employee, Employee and Spouse, Employee and Family. Employees electing to participate in the buyout program shall annually provide the Town with a written certification that the employee and his or her tax dependents have health coverage from another source that is not an individual policy.
- d. Retirees: The Town will allow employees who retire from the Town while employed under the terms of this contract to purchase health insurance at the group rate from the Town's provider of health insurance so long as the provider allows the Town to continue this practice, and accordance with all the rules, regulations and conditions as established by the health care provider. However, if the town is not allowed by the provider of the health insurance to allow retirees to purchase said insurance at the group rates, the Town shall no longer continue this practice. The Town shall be held entirely harmless regarding any part of this practice.
- e. Cadillac Tax: In the event that the health coverage provided hereunder becomes subject to the excise tax on high cost employer-sponsored health coverage (known as the "Cadillac Tax") as required under the Affordable Care Act or under an successor Act, or any third party that is subject to the Cadillac Tax passes such tax through to the Town or health plan participants by way of increased premiums, separate assessment or any other means ("Cost"), the parties hereto agree to return to the bargaining table and renegotiate the terms of Section 5 of this Article 20 to account for the impact of the Cadillac Tax within thirty (30) days of becoming aware of such Cost.

Section 4: Retirement

The Town will contribute to only one of the following retirement programs for eligible employees:

- a. **ICMARC 457/401 Plan:** The Town agrees to match the employee's contribution to the ICMARC 457 Plan up to a maximum of six percent (6%) of the employee's gross wages. The Town match will go into the ICMA RC 401 plan only; the employee contribution will go into the ICMA RC 457 plan.

- b. **Maine State Public Employees Retirement Benefits:** The Town shall provide unit employees with retirement benefits as a participant in the Maine State Public Employees Retirement System [MainePERS] Special Plan #2C. If during the term of this Agreement the Employer's contributions rate for the MainePERS 2C Plan increases to an amount greater than 7.0%, unit employees agree to contribute through payroll deduction the difference between the 7.0% and the actual percentage charged to the Employer monthly by MainePERS. For example, if the MainePERS 2C Plan Employer contribution share increases to 7.5%, the unit employees will have to pay the .5%. If during the term of this Agreement MainePERS and/or the Legislature changes the Pension Plan and/or how the Employer and Employee contributions are calculated and/or administered, the Parties agree that Article 20 will be open for mid-term bargaining. If any such change results in the Town being required by MainePERS to pay or assume any additional costs above the bargained for and agreed upon cap of 7.0 %, the Union agrees that such additional costs above 7.0 % will be fully paid by the employees through payroll deductions as outlined above unless otherwise changed by the parties.

- c. The Town agrees to continue to allow retirees to purchase health insurance under its group insurance plan so long as the Town's insurance carrier allows this practice to continue and that there is no expense to the Town. The Town shall be held entirely harmless regarding the providing of health insurance purchase opportunities for retirees.

ARTICLE 21 MISCELLANEOUS PROVISIONS

Section 1: Maintenance of Benefits: It is mutually agreed that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this Agreement shall remain in force throughout the duration of this Agreement subject to established procedures for changing these negotiable benefits or terms and conditions of employment.

Section 2: Savings Clause: If any of this Agreement shall be contrary to any state laws, such conflict shall not affect the validity of the remaining provisions.

Section 3: Political Activity: While working full-time for the Town, unit employees shall refrain from seeking or accepting nomination or election to any office in the Town Government. No unit employee[s] shall participate in any political activity, which would be in conflict with the performance of his/her official functions and duties. Employees also must not promise favors as a reward for the political activity of others. Employees should be aware of State/Federal Laws governing other political activities.

**ARTICLE 22
DURATION AND CHANGE**

Except as otherwise herein specifically stated, this Agreement shall be effective as of **July 1, 2017**, and shall remain in full force and effect for three [3] years or until **June 30, 2020**.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20 day of Sept. to be effective as of 25 Sept. 2017.

Town of Wells

Kyle J. Ekstoll
Judith D. Chase
[Signature]
Daniel J. Hobbs
[Signature]

**Professional Fire Fighters of
Wells, IAFF Local 4652**

[Signature]
[Signature]
[Signature]

