

RECEIVED JUN 24 2022

AGREEMENT

between

TOWN OF SKOWHEGAN

and

Skowhegan Firefighters Local 4618

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

July 1, 2022 through June 30, 2025

## TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE .....	1
ARTICLE 2 – UNION RECOGNITION AND NON-DISCRIMINATION .....	1
ARTICLE 3 – MANAGEMENT RIGHTS AND DEPARTMENTAL RULES .....	1
ARTICLE 4 – DUES CHECKOFF .....	2
ARTICLE 5 – STRIKES AND SLOWDOWNS PROHIBITED .....	2
ARTICLE 6 – PROBATIONARY PERIOD .....	3
ARTICLE 7 – RESIDENCE REQUIREMENT/COMMUTE TO WORK .....	3
ARTICLE 8 – GRIEVANCES AND ARBITRATION .....	3
ARTICLE 9 – WAGES .....	4
ARTICLE 10 – RETIREMENT AND PENSION .....	4
ARTICLE 11 – HOLIDAYS .....	5
ARTICLE 12 – PERSONNEL REDUCTION .....	6
ARTICLE 13 – WORK HOURS .....	6
ARTICLE 14 – PROMOTIONS .....	7
ARTICLE 15 – SAVINGS CLAUSE.....	7
ARTICLE 16 – DISCIPLINE AND DISCHARGE .....	8
ARTICLE 17 – REST PERIODS .....	9
ARTICLE 18 – CALL BACKS AND SPECIAL DETAILS .....	9
ARTICLE 19 – OVERTIME .....	9
ARTICLE 20 – SENIORITY .....	9
ARTICLE 21 – RIGHT TO SUBSTITUTE .....	9
ARTICLE 22 – LEAVES OF ABSENCE.....	10
ARTICLE 23 – VACATION .....	10
ARTICLE 24 – SICK LEAVE .....	11
ARTICLE 25 – SICK LEAVE DONATION POLICY.....	12

ARTICLE 26 – INSURANCE .....	13
ARTICLE 27 – RESIGNATION .....	14
ARTICLE 28 – UNION BUSINESS AND MEETINGS .....	14
ARTICLE 29 – MILITARY LEAVE .....	15
ARTICLE 30 – TERM OF AGREEMENT.....	16
APPENDIX A – WAGES.....	17

This Agreement is made and entered into by and between the TOWN OF SKOWHEGAN, hereinafter referred to as "TOWN," and the Skowhegan Firefighters Local 4618 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as "ASSOCIATION."

**ARTICLE 1 – PREAMBLE**

Pursuant to the provisions of Chapter 9A Revised Statutes of Maine, Title 26, as enacted by the Maine Legislature, entitled "An Act Establishing the Municipal Public Labor Relations Law," this AGREEMENT is made and entered into by and between the Town of Skowhegan, Maine, and the IAFF and Skowhegan Firefighters Local 4618.

In order to establish mutual rights, preserve proper employee morale, and to promote effective municipal operations, the Town of Skowhegan, Maine, and the IAFF herein bind themselves in mutual agreement as follows:

**ARTICLE 2 – UNION RECOGNITION AND NON-DISCRIMINATION**

The Town recognizes the Association as the sole and exclusive bargaining agent for the full-time Firefighters up to and including the rank of Captain, for the purpose of bargaining with respect to wages, hours, working conditions and contract grievance arbitration. Excluded from the unit are the Fire Chief, Assistant Chiefs, administrative employees, temporary employees, part-time employees and call members of the Skowhegan Fire Department.

No employee covered by this agreement shall be favored or discriminated against because of creed, color, age, gender, sexual orientation, national origin, religion, physical or mental disability except where such disability, even with reasonable accommodation disqualifies an individual for a particular position, worker's compensation history, previous or present union activities or union membership.

**ARTICLE 3 – MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this agreement. Such rights shall include but shall not be limited to: the operation and management of the Department; the direction of the working forces; the right to hire, to discharge and discipline, to change assignments, to promote, to suspend, discharge for just cause; to reduce or expand the working forces; to transfer; to maintain discipline; to introduce new, improved or changed methods of work or facilities; to establish, change, combine or eliminate jobs, work, tasks or positions. The Town's not exercising any function or right hereby reserved to it, or the exercising of such functions in a particular way, shall not be deemed a waiver of its right

to exercise such function or preclude the Town from exercising the same in some other way not in conflict with the express provisions of this agreement.

The Town may adopt rules for the operation of the Department and the conduct of employees including but not limited to the Town's Personnel Policy, provided such rules do not conflict with any provisions of this Agreement. All rules and regulations of the Department in effect on the date of execution of this Agreement are incorporated into and form a part of this Agreement. The Town agrees to furnish each new employee with a copy of said rules at the time of hire. All rules and regulations shall be posted on the Firefighters' bulletin board for a period of ten (10) days before becoming effective. The Town agrees to provide a copy to all employees in the unit at time of posting by placing said copy in each employee's workplace mailbox or email inbox.

The staffing levels of the Department and of any said shift or situation shall be determined by the Town.

#### **ARTICLE 4 – DUES CHECKOFF**

The Town agrees to deduct weekly dues from the pay of each employee who voluntarily signs a check of authorization in the form hereafter set forth until such time as the Town receives a written notice of revocation as described later below.

Employees covered by this bargaining unit who refuse to pay dues shall not receive services of the Association for processing grievances, unless they pay reasonable fees for such services, including attorney's fees, arbitrator's fees and expenses incurred by the Association. Failure to pay under this provision will not result in disciplinary action.

Authorization for such deductions shall be irrevocable for the period of this Agreement, and shall be automatically renewed for successive similar periods unless revoked by written notice to the employer and to the Association fifteen (15) days prior to the expiration of this Agreement or any extension thereof.

The Association shall indemnify the Town and any Department of the Town and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action or inaction of the Town or any Department of the Town for the purposes of complying with the provision of this Article.

#### **ARTICLE 5 – STRIKES AND SLOWDOWNS PROHIBITED**

The parties hereto agree that there will not be and that the Association, its officers, employees, or agents will not engage in strikes or slowdowns which would involve suspension of or interference with normal work.

## **ARTICLE 6 – PROBATIONARY PERIOD**

A. All employees who complete the probationary period shall be known as regular employees; and the probationary period shall be considered part of the seniority time, provided, however, the Town shall have the right to terminate the employment of such new employees within the probation period without compliance with the terms of this Agreement.

The probationary period for newly hired Firefighters and Captains shall be a period of six (6) months. Employees promoted to captain, who do not successfully complete the probationary period shall have the right to return to their former position as Firefighter.

B. Employees hired on or after 7/01/2019 are, as a condition of employment, required to obtain within 12 months of hire and maintain current licensure as an EMT or equivalent in accordance with medical control and Maine State law.

[Employees hired prior to 7/01/2019 are not subject to the requirement to become or maintain EMT licensure.]

## **ARTICLE 7 – RESIDENCE REQUIREMENT/COMMUTE TO WORK**

The employees of the fire department must reside within an area to be able to respond to emergency conditions within 60 minutes of the Skowhegan Fire station.

## **ARTICLE 8 – GRIEVANCES AND ARBITRATION**

No employee shall have or exercise any of the authorities, powers, or duties of a representative in dealing with the employer unless written notice of this appointment is filed with the employer by the Association.

Representatives shall be permitted to adjust grievances during working hours, provided, however, that no Representative shall leave the Representative's regular work for the purpose of adjusting grievances without reporting to and obtaining the permission of the Representative's supervisor. Time spent in handling grievances shall not be unreasonable or exclusive.

For the purpose of this Agreement, the term "grievance" shall mean a complaint by an employee that there is a disagreement or dispute as to the meaning or application of any provision of this Agreement. Should any grievance arise, the procedure of settlement shall be in the following order and manner:

1. The Representative, with or without the employee, shall take up the grievance or dispute with the Chief of the department within thirty (30) days after the date of the grievance or the employee's knowledge of its occurrence. The Chief shall

attempt to adjust the matter and shall render a decision to the Representative in writing within seven (7) days;

2. If said grievance has not been settled, it shall be presented in writing by the Association Representative or an appropriate Association Grievance Committee to the Town Manager or designee within seven (7) days after the Fire Chief's decision is rendered. The Town Manager or designee shall render a decision to the Association or its Grievance Committee in writing within fourteen (14) days after presented to the Town Manager or designee;
3. If said grievance is still unsettled, the Association may, within fourteen (14) days, by written notice the other party, submit the grievance to arbitration. The parties shall within ten (10) days of the demand for arbitration jointly attempt to agree on a single arbitrator. In the absence of mutual agreement, the grievance shall be submitted to the Maine Board of Arbitration and Conciliation, in accordance with the Municipal Public Employees Labor Relations Act, revised 1976, and amendment thereto, or any successor act enacted by the Legislature of the State of Maine governing arbitration of public employees. The Arbitrator's decision shall be final and binding on both parties. The cost of arbitration shall be borne equally by both parties.

It is suggested that, for orderly handling of all fire business, and for the prevention of grievances that might arise, there be a monthly meeting held between the Fire Chief and the Representatives appointed by the said Association. Monthly meetings may be canceled if both parties agree and a monthly meeting does not seem necessary at the time.

Deadlines may be extended if mutually agreed by both parties.

## **ARTICLE 9 – WAGES**

Base wages shall be paid according to the attached pay scale.

The scale will provide for lateral entry at the employer's discretion for newly hired experienced firefighters to provide credit for their qualifications, such as previous training and experience under the terms and conditions currently in effect. The wage rate set upon date of hire will solidify the employee's step position in the wage scale. The employee will be entitled to receive wage increases based on that initial step position and the annual step increases included in the pay scale.

Steps on the wage scale will be implemented on an employee's anniversary date.

## **ARTICLE 10 – RETIREMENT AND PENSION**

The Town of Skowhegan is a member of the Maine Public Employees Retirement

System Plan. The Town of Skowhegan has also entered into an agreement with the Social Security Administration, which makes it mandatory for the Town and its employees to make contributions to Social Security and Medicare. All employees have the option of joining the Maine Public Employees Retirement System Plan. The Town of Skowhegan has enrolled in the following plan through The Maine Public Employees Retirement System.

Special Plan 3C with COLA – Employees and the Town shall contribute towards the Special Plan 3C at the applicable rates set by MPERS. This plan allows an employee to retire with benefits after twenty-five (25) years of service with no age limit and collect two-thirds (2/3) pay. Eligible employees include Fire Captains and Firefighters.

An employee that is rehired after filing for MPERS benefits will receive 95% of the compensation rate that they received prior to retirement. The employee's rehire date will serve as his/her new anniversary date for purposes of pay increases and vacation accruals. Compensation shall remain at 95% after applicable pay increases. The employee shall receive two (2) weeks (84 hours) of non-accruing personal days annually. An employee that is rehired under these conditions may be employed by the town for a maximum of five additional years. The employee will be responsible for the payment in lieu of contribution that is required during the period of re-employment at the applicable rate set by MPERS. An employee that is hired by the Town that is receiving MPERS benefits based on employment for another employer will be responsible for the payment in lieu of contribution required by MPERS.

Employees who do not participate in a MPERS defined benefit plan will be eligible to participate in a MPERS 457 Deferred Compensation Plan in accordance with plan documents. The Town agrees to make matching contributions to the 457 Deferred Compensation Plan in a fixed amount equal to 100 % of the employee's contribution not to exceed 10% or the MPERS defined benefit employer rate of a Participants Compensation Plan, whichever is lower.

Employees who participate in a MPERS defined benefit plan who are eligible to participate in the Town's MPERS 457 Deferred Compensation Plan in accordance with plan documents may do so. However, the Town will not provide any contribution to the 457 Deferred Compensation Plan for those employees.

## **ARTICLE 11 – HOLIDAYS**

- A. Any full-time employee who works 52 weeks per year is entitled to sick leave, vacation and holiday benefits.
- B. Subject to these rules, the following holidays shall be paid holidays for regular Town Employees:

- |                     |                            |
|---------------------|----------------------------|
| 1. New Year's Day   | 8. Veterans' Day           |
| 2. Presidents' Day  | 9. Thanksgiving            |
| 3. Patriot's Day    | 10. Day after Thanksgiving |
| 4. Memorial Day     | 11. Christmas Eve Day      |
| 5. Juneteenth       | 12. Christmas              |
| 6. Independence Day |                            |
| 7. Labor Day        |                            |

- C. Holidays shall be paid and observed on the actual day of the holiday.
- D. A person on a leave of absence without pay shall not be entitled to holiday pay.
- E. Holiday pay is to be considered eight (8) hours' pay.
- F. When occasion warrants, employees may be required to work whole or part of a holiday. Each non-exempt employee working a holiday shall receive straight time pay plus their 150% holiday pay.

If the holiday is on a day off, employee is entitled to a day's holiday pay at straight time.

**ARTICLE 12 – PERSONNEL REDUCTION**

In the event it becomes necessary for the Town to lay off employees covered by this agreement for any reason, the employee(s) shall be laid off in the order of their seniority by classification with bumping rights within the department. The employee(s) electing to bump to another position must be qualified to perform the work in that classification. Employees shall be recalled in the reverse order of the layoff provided the employee is qualified to perform the available work. Recall rights shall be maintained for a period of twelve (12) months from the date of layoff. Employees shall be recalled from layoff by certified mail delivered to the employee's last known address. It is the responsibility of the laid-off employee to furnish to the Town any change of address during the one year recall period. If following a layoff, the Employee fails or refuses to notify the employer of his/her intention to return to work within fourteen (14) calendar days after a written notice is delivered by certified mail, the employee has waived his/her right to recall.

**ARTICLE 13 - WORK HOURS**

The Skowhegan Fire Department shall consist of four Shifts providing twenty-four-hour coverage. Shifts are designated A-shift, B-shift, C-shift and D-shift. The following table illustrates the rotation of shifts.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	A	B	A	B	C	D	C
Week 2	D	A	B	A	B	C	D
Week 3	C	D	A	B	A	B	C
Week 4	D	C	D	A	B	A	B
Week 5	C	D	C	D	A	B	A
Week 6	B	C	D	C	D	A	B
Week 7	A	B	C	D	C	D	A
Week 8	B	A	B	C	D	C	D

All Shifts are 24 hours and start at 7am and end at 7am the next day

Full-time employees shall attend regularly scheduled department meetings, staff meeting, and officer meetings. Any absence must be approved by the Chief, Deputy Chief or On-duty Captain.

Full-time employees shall attend all department trainings unless excused by the Chief, Deputy Chief, or On-duty Captain.

Full-time employees on regularly scheduled vacation shall be excused from meetings and trainings.

#### **ARTICLE 14 – PROMOTIONS**

When a vacancy occurs in any position within the bargaining unit, which is an appointment of the Fire Chief, it shall be posted for a period of ten days to give each member in the next lower classification an equal opportunity to apply for the vacancy.

#### **ARTICLE 15 – SAVINGS CLAUSE**

In the event any federal or state law conflicts with any provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding on the parties, but the remaining portion of the Agreement shall continue in full force and effect. The provision(s) so affected may be renegotiated if requested by either party.

## **ARTICLE 16 –DISCIPLINE AND DISCHARGE**

### **A. Discipline:**

1. Disciplinary action shall include only the following and shall be administered using the theory of progressive discipline:
  - Oral reprimand
  - Written reprimand
  - Suspension (notice to be given in writing)
  - Discharge (notice to be given in writing)
2. Disciplinary action may be imposed upon an employee only for failing to fulfill the employee's responsibilities. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.
3. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass employee.
4. If the Town feels that the possibility exists that serious disciplinary action (suspension or discharge) will occur, then the employee involved may be placed on administrative leave with pay pending the completion of the investigation of the alleged incident.

### **B. Suspension or Discharge:**

1. The employer shall not suspend or discharge any employee without just cause, and shall inform the employee in writing of all charges.
2. The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by the Association.
3. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment.

- C. If an employee loses their driver's license due to a license suspension related to traffic or operating infractions, for ninety (90) days or less, the Town may transfer the employee into an alternative position, if available, which does not require a valid motor vehicle operator's license. If the Town does not transfer the employee into an alternative classification the employee shall use accrued vacation during the period of license suspension. The remaining time of the suspension shall be unpaid. For the second offense the Town shall have the option of whether to suspend or discharge the employee.

## **ARTICLE 17 – REST PERIODS**

All full-time fire department employees shall receive two fifteen (15) minute rest breaks each shift – one to be taken in the morning and one to be taken in the afternoon. When the Town utility vehicle is available, the Chief or his/her designee may authorize its use to pick up food and/or beverage for employees during breaks and meals. Employees may take a one hour paid meal during each shift but must remain on site during the meal break.

## **ARTICLE 18 – CALL BACKS AND SPECIAL DETAILS**

Any full-time fire department employee who reports for a special detail outside of their regular scheduled shift shall be paid a minimum of four (4) hours of overtime at their overtime rate. Special details are considered to be reimbursable wages for which the Town bills an outside entity for the firefighter's time. Special details shall be posted for a period of not less than seven (7) days when possible. If a detail is not filled in this manner, the on-duty crew shall cover the detail. While covering for a special detail, the on-duty crew shall treat emergency calls with priority over the special detail and will respond accordingly.

In the event that a full-time fire department employee is called back outside his or her regular shift, he or she shall be paid a minimum of one (1) hour's pay. Said pay shall be calculated at the rate of time and one half (1 ½). In the event a Firefighter is required to work any period beyond and in excess of the one (1) hour period, he or she will be paid time and one half (1 ½) in increments of one (1) hour. Additional hours will accrue beginning at the one-quarter hour mark of each additional hour.

## **ARTICLE 19 – OVERTIME**

Overtime pay for employees in the bargaining unit shall be paid at the rate of time and one half (1 ½) the employee's hourly rate for all hours worked outside of their regularly scheduled work shift.

## **ARTICLE 20 – SENIORITY**

Seniority, determined by date of hire or date of promotion, will be the determining factor in a layoff or reduction in force and in the selection of vacation schedules. It will also be the determining factor in shift assignment, except that for safety or other legitimate reasons the Chief may alter the shift assignments.

## **ARTICLE 21 – RIGHT TO SUBSTITUTE**

The right to substitute at any time shall be permitted.

## **ARTICLE 22 – LEAVES OF ABSENCE**

- A. Bereavement Leave. An employee may be excused from work for up to three (3) consecutive calendar days because of death in his/her immediate family, as outlined below, and shall be paid his/her regular rate of pay for the scheduled work hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Additional time off may be granted at the discretion of the Town Manager. Any bereavement leave will be charged to sick leave.

For purposes of this article only, immediate family is defined to mean spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother and grandchildren. One (1) workday may be granted to employees at the sole discretion of the Town Manager for attendance at funerals of persons not covered under the above definition.

- B. Leave Without Pay. A full-time employee may be granted a leave of absence without pay by the Town Manager for a period deemed necessary by the employee for the purpose of the leave, but not in excess of sixty (60) calendar days. The employee is expected to return to work upon the expiration of a granted leave or to have arranged an extension of leave, granted at the discretion of the Town Manager. Continued absence without having arranged for an extension of leave may be deemed a resignation from the service. Employees may choose to continue insurance benefits for the duration of the leave by assuming the employer contribution. Vacation and sick leave will not continue to accrue during the leave.
- C. Jury Duty. The Town shall pay to an employee called for jury duty the difference between his/her regular pay and juror's pay provided the employee presents an official statement of jury pay received.
- D. The Town shall comply with all applicable provisions of the Federal and State Family Medical Leave Acts.

## **ARTICLE 23 – VACATION**

- A. Vacation privileges are available to full-time employees subject to the following conditions. Each full-time employee shall earn vacation with pay on the following basis:
1. An employee is entitled to receive two (2) weeks of vacation for one (1) full year of continuous service.
  2. An employee is entitled to receive three (3) weeks of vacation for five (5) full years of continuous service.

3. An employee is entitled to receive four (4) weeks of vacation for ten (10) full years of continuous service.
  4. For employees hired prior to 7/1/07, once employee has completed eleven (11) full years of continuous service, he/she will be granted four (4) weeks of vacation plus one-half (½) day per year thereafter. For this section, a half (½) day equals four (4) hours. After ten (10) additional years, when the accumulated half days equal forty (40) hours, the employee will be granted a full fifth week of vacation. After that adjustment, additional vacation time will accrue at one-half (½) day (4 hours) per year. Employees hired after 7/1/07 are not eligible for the additional vacation time beyond the fourth week after 10 years of service.
- B. The above five (5) items shall apply to all department employees that have accumulated time. Rehired employees will start accruing vacation time as if they were newly hired employees in the department. No credit for prior service will be given.
  - C. Vacations will be scheduled at such time or times as shall be mutually agreeable to the employees and the Fire Chief or designee. Due consideration will be given to an employee's seniority in regard to scheduling vacations.
  - D. Each employee's vacation allotment is posted monthly on the employee's anniversary date. Employees may accrue up to five weeks of vacation. Vacation time not taken after the accrual of five weeks shall be lost. Exception to this may be permitted for special reasons with prior approval of the Town Manager.
  - E. Vacation leave shall accrue from the date of hire as a full-time employee; however, employees shall not receive vacation leave until they have completed their first six months of employment by the Town as a full-time employee.
  - F. Employees may receive their vacation pay prior to the start of their vacation, but must advise the Payroll Clerk in writing one week in advance of vacation.
  - G. Upon separation of employment, due vacation time shall be paid to the employee.

#### **ARTICLE 24 – SICK LEAVE**

- A. Sick leave shall be granted at the rate of eleven (11) hours per month, and sick leave accumulation shall be limited to twenty-six (26) weeks (1,092 hours) total.
- B. Sick leave may be used only in the following cases:
  1. Personal illness or physical or mental incapacity of such a degree as to render the employee unable to perform the duties of the employee's position, unless other work in the fire department which the employee is capable of doing is available

- and the Fire Chief or designee assigns the Firefighter to such other work. If requested by the Chief or designee, the employee shall furnish a certificate from the attending physician. If such certificate is requested by the Chief or designee, the Town hereby agrees to pay any cost incurred by the employee as a result of obtaining such certificate. The Town will pay only upon proof of charge.
2. Sick leave may be used in emergency situations for attendance upon members of the family limited to the employee's parent, spouse, domestic partner, or child of the employee. This paragraph is intended to cover only those emergency situations where the nature of the illness is such that the employee themselves be available to care for their family. A doctor's certificate may be required by the Town Manager. This section is controlled by M.R.S.A. 26 section 636.
  3. Sick leave may not be used for lost time due to an injury or occupational illness incurred while the employee was working for another employer.
  4. A maximum of forty-two (42) hours per week will be paid for any employee on sick leave.
  5. An employee who retires from active service and has unused, unpaid accumulated sick leave and/or vacation leave, is immediately eligible to use up to ninety (90) days of unused, unpaid sick leave and/or vacation leave towards creditable service, to retire early in accordance with the Maine Public Employees Retirement System rules.
  6. The Town may request a medical verification after an employee has been absent three (3) consecutive days.
  7. A maximum of twenty-four (24) hours may be used for Paternity Leave at the discretion of the Town Manager or designee with prior approval.
  8. Employees are expected to call the department at least two (2) hours prior to the start of their work shift when calling in sick.

#### **ARTICLE 25 – SICK LEAVE DONATION POLICY**

The purpose of the Sick Leave Donation Policy is to provide an additional paid leave for employees who have exhausted their accrued sick and vacation leave benefits as the result of a catastrophic illness or injury. The policy allows employees to voluntarily contribute leave to other employees. The purpose of this policy is not to provide unlimited paid sick leave, but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury.

- A. Only employees that have been employed full-time continuously for at least 6 months are eligible to receive Sick Leave Donations.

- B. Eligibility is discontinued upon termination of employment, retirement or death. No payment of benefits will be made to survivors.
- C. This benefit is available to those employees who have completely exhausted all sick and vacation leave and who are not receiving MMEHT Income Protection Plan benefits or Worker's Compensation.
- D. An employee may receive a maximum of 8 weeks of sick leave pay through this donation policy.
- E. An employee may donate no more than 2 weeks of sick time, and donors must have a minimum balance of 13 weeks after making a donation.
- F. Any employee who wishes to donate leave must sign a statement indicating the donation is voluntary. Donation forms will be submitted to the Human Resources Director.
- G. Sick Leave Donations may be used for the personal illness or injury of the employee or to care for a parent, spouse, domestic partner, or child with a serious health condition.
- H. Use of Sick Leave Donation benefits is considered under the provisions of the FMLA and any use is included in the 12 weeks of leave provided under this Act, if applicable.

An employee can initiate a donation request through the Human Resources Director within 2 weeks of exhausting their accrued leave benefits. The HR Director may also initiate the process when appropriate. The HR Director will send email notice of the request to all Department Heads for distribution. Employees who wish to donate sick leave must submit a donation form to the Human Resources Director within a week. Donations will be received on a first come basis until the necessary sick leave has been donated up to the maximum extension available.

All sick leave will be administered in accordance with the Americans with Disabilities Act and Family and Medical Leave Act requirements and in accordance with the Personnel Policy – Appendix Four, Family Medical Leave (FMLA) Leave of Absence.

## **ARTICLE 26 – INSURANCE**

1. Effective January 1, 2018, the primary Health Insurance plan offered by the Town will be the PPO 2500 plan provided through the Maine Municipal Employees Health Trust. The Town will continue to pay 100% of the employee premium and 50% of the premium for dependent coverage.

2. The Town will annually fund a Health Reimbursement Account (HRA) for each employee enrolling in the health insurance plan. The amounts will be \$2,500 for the employee and \$1,250 for dependents. This money may be used by the employee to pay the respective deductibles for the PPO 2500 plan.

The Town provides dental insurance coverage through MMEHT for each employee, and pays 100% of the applicable premium. Employees may add dependent dental coverage at their own expense, payable through payroll deduction.

The above referenced Health insurance plans include life insurance coverage for the employee in the amount of one times the employee's annual salary. Additional life insurance can be purchased by the employee at their own expense. Dependent life insurance coverage is also available through the trust, which will also be at the employee's own expense. Any supplemental or dependent life insurance additional benefits must be paid by the employee through payroll deduction.

The Town provides employees access to a disability insurance policy offered through the Maine Municipal employees Health Trust. Any employee may enroll in this plan, at their own expense, in accordance with the rules and procedures established by the Health Trust.

The Town pays for and provides Worker's compensation insurance in accordance with applicable state law.

Employees who are covered by a comparable group health insurance plan may, subject to the rules of the health insurance provider, drop entirely the Town's health coverage. In exchange, that employee will receive three (3) payments of five hundred dollars (\$500.00) during the course of the year.

Reenrollment in the plan may occur under the rules of open enrollment or if the employee incurs a "qualifying event" as outlined in the Health Trust Plan Document.

## **ARTICLE 27 – RESIGNATION**

Full-time department members are expected to provide a minimum notice of two (2) weeks when resigning or retiring from employment with the Town. Failure to do so may result in an employee being deemed ineligible for future employment with the Town.

## **ARTICLE 28 – UNION BUSINESS AND MEETINGS**

- A. The Union agrees to provide the Fire Chief and the Finance Office with a list of Officers of the Union and the names of the Unions representatives within thirty (30) days of the date of appointment or election. It shall be the responsibility of the Union to keep this list of names current.
- B. The Town agrees to furnish and maintain one (1) suitable bulletin board in a convenient location in the fire station to be used solely by the Union for the purposes of posting Union related communications.

- C. The Town agrees that during work hours, on the Town's premises, and without loss of pay, and without the requirement to make up said time, Union Officers shall be allowed to: post notices, transmit communications authorized by the Union or its Officers to the Town or its representative, consult with the Fire Chief or his/her designee concerning the enforcement of any provisions of this agreement within reasonable limits.
- D. The Town agrees that representatives of the International Association of Fire Fighters shall have access to premises of the Town at any time during working hours to conduct Union related business upon prior notice and authorization by the Fire Chief or his/her designee.
- E. The Town shall allow members of the Union to hold a monthly business meeting on the third Thursday of each month at 6:00 pm at the fire station. Members on duty shall be allowed to attend without loss of pay and without the requirement to make up said time. The Town agrees not to schedule any other meeting or training that would interfere with said meeting.
- F. Any meetings or business of the union shall not interfere with the operations of the fire department. Requests for meetings or related business shall not be unreasonably denied.
- G. Officers of the Union shall be allowed two (2) shifts off, with pay, for the purpose of attending any regional or national meeting sanctioned by the International Association of Firefighters or the AFL-CIO. Only one Union Officer shall be allowed time off, with pay, at any time. The total time off shall not exceed four (4) twenty four (24) hour shifts per calendar year.

## **ARTICLE 29 – MILITARY LEAVE**

The Town recognizes its obligation to provide employees military leave of absences under all relevant state and federal military leave statutes.

- A. Military Leave of Absence. Any member of the military forces, including the Maine Army and Maine Air National Guards and the Reserves of the United States Armed Forces, who, in response to federal or state orders, take a military leave of absence from a position other than a temporary position in the employ of any civilian employer, shall:
  - 1. Give at least two weeks' notice, if possible, to his civilian employer of his absence for military duty.
  - 2. Obtain confirmation from the Adjutant General, Camp Keyes, Augusta, or

applicable reserve component headquarters, of satisfactory completion of his military duties upon return to civilian employment or immediately thereafter.

- B. Reinstatement. Any employee who is in compliance with the above provisions, and is still qualified to perform the duties of such position, will be reinstated without loss of pay, seniority, benefits, status and any other incidences of advantages of employment as if he had remained continuously employed. The period of absence shall be construed as an absence of leave without pay.

**ARTICLE 30 – TERM OF AGREEMENT**

The Agreement shall cover the rights of the parties from July 1, 2022 through June 30, 2025. In the event that the collective bargaining pursuant to M.R.S.A Title 26 shall not have been successfully completed prior to the expiration date above herein provided, the parties hereto specifically agree that the present contract shall remain in force and effect until a new contract has been negotiated.

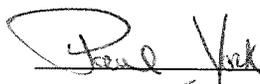
IN WITNESS THEREOF, the Town has caused this Agreement to be executed and its corporate seal to be affixed by Christine Almand, its Town Manager, duly authorized by the Board of Selectmen of the Town of Skowhegan, as of the first day and year first above written, and the International Association of Firefighters has caused this instrument to be signed by, hereunto duly authorized as of the day and year first mentioned above by the members of the Association.

Date: 06/08/2022

For the Town

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

Date: 5/26/22

For the Town

  
\_\_\_\_\_  
Christine Almand, Town Manager

Date: 6/8/2022

For the Association

  
\_\_\_\_\_  
Matthew Quinn, President

APPENDIX A – WAGES

Step	7/1/2022	7/1/2023 1%	7/1/2024 1%
1	\$20.76	\$20.97	\$21.18
2	\$21.17	\$21.39	\$21.60
3	\$21.60	\$21.81	\$22.03
4	\$22.03	\$22.25	\$22.47
5	\$22.47	\$22.69	\$22.92
6	\$22.92	\$23.15	\$23.38
7	\$23.38	\$23.61	\$23.85
8	\$23.84	\$24.08	\$24.32
9	\$24.32	\$24.56	\$24.81
10	\$24.81	\$25.06	\$25.31
11	\$25.30	\$25.56	\$25.81
12	\$25.81	\$26.07	\$26.33
13	\$26.33	\$26.59	\$26.86
14	\$26.85	\$27.12	\$27.39
15	\$27.39	\$27.66	\$27.94
16	\$27.94	\$28.22	\$28.50
17	\$28.50	\$28.78	\$29.07
18	\$29.07	\$29.36	\$29.65
19	\$29.65	\$29.94	\$30.24
20	\$30.24	\$30.54	\$30.85
Captain Stipend	\$2.52	\$2.52	\$2.52

**SIDE LETTER AGREEMENT**

**Between**

**RECEIVED JUN 24 2022**

**THE TOWN OF SKOWHEGAN  
&  
SKOWHEGAN FIREFIGHTERS IAFF, LOCAL 4618**

Whereas, the Town of Skowhegan (“the Town”) and Skowhegan Firefighters IAFF, Local 4618 (“the Union”) have reached agreement on a successor collective bargaining agreement (“the Agreement”) between the parties; and

Whereas, the parties have agreed to adopt a new schedule which will be implemented in accordance with this Agreement;

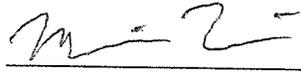
Now, therefore, the parties agree as follows:

1. In order to implement the new schedule in accordance with the Town’s current payroll week and practices, the parties agree that changes to Articles 9, 10, 13, 23, 24 and Appendix A, which are related to the new 42 hour schedule will not be implemented until the schedule changes on July 4, 2022. In other words, vacation accruals, hours of work and new wage rates will only be applied when the new 42 hour schedule is implemented.
2. The parties agree that for the purposes of transitioning to the new schedule, employees will be permitted to retain any accrued but unused vacation currently in an employee’s vacation bank and that employee vacation banks will not be reduced. However, after the schedule transition on July 4, 2022, vacation will accrue at the new rate and employees will only earn vacation when accruals fall below the maximum vacation allowance.

TOWN OF SKOWHEGAN

SKOWHEGAN FIREFIGHTERS IAFF,  
LOCAL 4618

 5/26/22  
Christine Almand                      Date  
Its Town Manager

 6/8/22  
MATTHEW QUINN                      Date  
Its PRESIDENT