

Collective Bargaining Agreement
Between
Town of Casco, Maine
And the Casco Professional Fire Fighters of Maine
IAFF Local 5372
7/1/202~~3~~5 – 6/30/202~~5~~8

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ARTICLE 1 – PREAMBLE

1.1 This Agreement is entered into by and between the Town of Casco, Maine hereinafter referred to as the “Town” and/or the “Employer”, and the Casco Professional Firefighters Union, IAFF Local 5372, hereinafter referred to as the “CPFU” and jointly referred to as the “Parties”. Pursuant to the provisions of 26 M.R.S.A. 967, the Parties have entered into this Agreement in order to establish mutual rights, provide for equitable adjustment of differences which may arise, establish proper conditions of employment and compensation, and to promote effective and efficient municipal operations.

ARTICLE 2 – RECOGNITION

2.1 The Town recognizes the CPFU as the exclusive bargaining agent and/or representative for the purpose of collective bargaining relative to wages, hours, grievance/arbitration issues, and personnel policies, practices and all matters affecting the general working conditions of all Town of Casco employees included in the bargaining unit certified by the Maine Labor Relations Board (MLRB) on ~~_____~~ April 10, 2022 as outlined below:

Included: All FULL TIME Firefighter EMT’s, Firefighter AEMT’s, Firefighter Paramedics, Lieutenants, Captains of the EMS/Paramedic/Firefighter, and any other position performing fire suppression/protection/prevention/operational and/or EMS related duties/responsibilities and not excluded from the unit.

Deputy Chief ranks will also be included if they meet all of the following:

1. Certified Firefighter II/Paramedic
2. Works the same shift schedule as the shift lead/duty officer for their assigned shift and be the incident commander on scenes needing to use the National Incident Management System (NIMS) until relieved by the Chief of the Department or other senior officer.

Excluded: The Chief of Department, , Call Company Firefighters (not already included in the unit under a designation listed above), Administrative Assistant to the Chief of Department, Per Diems (including any full-time equivalents under the Affordable Care Act), any clerks and/or office personnel not performing the duties of the positions “included” in the certified unit and all other employees in the Town of Casco are excluded from the unit.

2.2 The Town of Casco agrees that it will not enter into any individual or collective agreement(s) with any employee(s) covered by this Agreement which is contrary to this Agreement.

ARTICLE 3 – EQUAL EMPLOYEE OPPORTUNITY

3.1 Both the Town of Casco and the Union agree that neither of them will discriminate against any employee because of race, religion, color, age, sex, national origin, sexual orientation, gender identity or expression, disability status except as may be a bona fide occupational qualification. Both parties will share equally the responsibility for applying this provision of the agreement.

3.2 This applies to all terms and conditions of employment, including the recruiting, hiring, placement, promotion, termination, layoff, recall, leaves of absence, compensation and training.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 Except as otherwise specifically provided in this Agreement, the Union recognizes the Town's exclusive rights to manage and supervise the operation of the Department and direct the work force accordingly. In the event this Agreement is silent on any terms and conditions regarding unit employees, the Employer shall have the right to make any and all management decisions as it deems reasonable, however, the Town shall notify the Union of any proposed impacts to mandatory subjects of bargaining as required by Maine law.

4.2 The Town retains the right to discipline, suspend and discharge employees for just cause. For this purpose, just cause shall include violations of any applicable law, and the applicable provisions of the Town's personnel and workplace rules, regulations, and policies.

ARTICLE 5 – WORK RULES

5.1 Right to issue: The Employer shall retain the right to issue rules and regulations for the fire service and emergency medical service as provided by law and modified by the provisions herein.

5.2 Posting of rules: Any issuance of rules or regulations must be posted thirty (30) days prior to taking effect. During this 30-day grace period, the Employer must grant the Employee representatives an opportunity to discuss the effect of the implementation of said rules or regulations if it so wishes. If after the 30-day grace period has concluded, the Employer has received no written rebuttal to said proposed rules or regulations, it shall be assumed the Union has consented to it.

5.3 Rule may be grieved: Any rule or regulation established by the City shall not be inconsistent with the terms of this agreement. Any dispute concerning the establishment of a rule or regulation shall be subject to the Grievance/Arbitration provisions of this agreement.

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

5.5 Written suggestions: All Employees shall be permitted to make suggestions regarding departmental rules and/or regulations. Such suggestions shall be submitted to the Fire Chief

in writing and a copy thereof transmitted to the Employer. Said suggestions for rules and/or regulations shall be given due consideration and adopted if deemed advisable by the Fire Chief and the Employer.

ARTICLE 6 – PROBATIONARY EMPLOYEES

6.1 All new employees hired after the effective date of this agreement are considered probationary for the first year of employment. For the 1st six (6) months of the one (1) year probation, shall have no seniority rights during this period but shall be subject to all other clauses in this agreement. However, after six (6) months of employment, probationary employees may join the Union through Dues Deductions pursuant to this Agreement.

6.2 However, after six (6) months of employment, probationary employees may join the Union through Dues Deductions pursuant to Article ~~XX-30~~ of this Agreement.

6.3 It is up to the eligible full-time member if they wish to join the Union or not.

6.4 If the probationary employee is deemed to be unsatisfactory during the probationary period, the Town Manager may remove the employee. Said removal shall not be subject to the grievance procedure of this contract.

6.5 Any new employee hired as a fulltime “Fire Fighter” and has no Maine EMS provider license must obtain a Maine EMS license within 18 months from the date of hire. If the employee is unable to obtain this EMS license in the allotted time, they may request for an extension for obtaining their Maine EMS license from the Fire Chief. The Fire Chief is under no obligation to grant such requests for extension.

6.5.1 Failure for a “Fire Fighter” to obtain their Maine EMS provider license may be “just cause” for termination.

ARTICLE 7 – SENIORITY

7.1 It is agreed that seniority shall be determined by length of full-time service

In case of layoffs, employees with the longest seniority in rank shall be laid off last. In the event an officer is laid off, that employee may displace the least senior full-time employee in the next lowest rank within the bargaining group. An employee shall not forfeit seniority during absences caused by illness, accident, or an approved leave of absence.

ARTICLE 8– UNIFORM AND EQUIPMENT ALLOWANCE

8.1 All bargaining unit employees are expected to maintain a neat, professional appearance while on duty. Employees shall maintain their uniforms in good condition, always keeping them clean and in good repair. As such, the Town agrees to provide each member of the bargaining unit with the following

8.1.1 Upon initial Hire the town will issue the following uniform items:

4 - Uniform shirts. Members may choose (either Class B or polo style, short or long sleeve or any combination). Members must maintain at least one (1) Class B shirt.

4- Department cotton t-shirts

4 - pairs of dark blue uniform pants

1 - Appropriate black uniform shoes/boots

1 - Belt

1 – Uniform badge

1 – Set of collar brass including name plate

8.1.2 Personnel shall return all clothing and accessories issued upon separation of employment.

The Town will provide unit employees with the basic clothing and uniform items as outlined above. The Town will continue to replace all damaged, worn, non-fitting items on an "as needed" basis throughout the duration of this Agreement. Requests for replacements shall be made through the Fire Chief and shall not be unreasonably denied. In addition, all items will be replaced if damaged while on duty in the performance of work-related assignments/tasks at the expense of the Employer. Uniforms shall only be worn in places and at times which bear a reasonable relationship to the performance of official duties. The Parties have also agreed to develop/maintain the Fire Department SOP covering Station Uniform issues.

8.1.3 The Town of Casco agrees to replace any uniform items damaged or destroyed in the course of duty.

8.1.4 The Town of Casco shall pay all expenses incurred by a firefighter for loss or damage of eyeglasses/contacts, false teeth, and hearing aids while on an emergency call. This benefit shall not diminish any benefits available under the Workers Compensation Act.

8.1.5 Employees will have the option to wear Navy Blue uniform shorts from Memorial Day until Veterans Day. Must abide department SOG regarding PPE for certain responses.

8.1.6 A collared shirt will be worn during the day shift (6a – 6p) unless the day is >85 degrees out or working a fire where a t-shirt will be acceptable for the employee's health and ability to cool.

8.1.7 The Town will annually review in July the required attire outlined above and determine the necessity of replacement.

Commented [C41]: Does this language go in place of the July uniform document meeting?

Commented [JAW2R1]: 8.1.7 deal with July meeting

ARTICLE 9 – WORKING HOURS

9.1 The work week shall be non-traditional work schedule consisting of: the following day. The established regular work period is 8 consecutive days as described by the following: Twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty, followed by twenty-four (24) hours on duty, followed by ninety-six (96) hours off duty. The tour of duty (on-duty shift) shall consist of a twenty-four-hour continuous time period beginning at 6:00 a.m. and ending at 6:00 a.m.

Both parties recognize the need for schedules that meet operational needs while minimizing risks due to personnel fatigue. Therefore, members of the bargaining unit shall not voluntarily work more than seventy-two (72) consecutive hours when filling shifts without a minimum twelve (12) hour off duty rest period. Consecutive hours worked includes regularly scheduled duty shifts, overtime shifts including duty coverage for members attending training, employment with other fire/rescue organizations and swapped shifts between members. The Fire Chief may authorize a member to voluntary work additional consecutive hours during declared states of emergency.

9.3 Full-time personnel will be allowed to work per-diem shifts as outlined in this section. Participation in this program is voluntary.

9.3.1 Personnel will be allowed to be scheduled for up to twenty-four (24) hours in any pay week.

9.3.2 Personnel will have the option to be paid at the appropriate rate based on hours worked during pay period or bank the hours as comp time at the same accrual rate.

9.4 Employees who work on days when the time changes from Daylight Savings to Standard Time will be compensated at their hours worked. Employees who work on the days when the time changes from Standard Time to Daylight time shall be compensated for their whole shift. .

9.5 The Town reserves the right to establish reasonable work rules for all members of the bargaining unit, which may include procedures for discipline of members of the bargaining unit.

9.6 The Town of Casco agrees not to change the work schedule during this contract except, in the case of an emergency, as declared by the Town Manager.

ARTICLE 10 – WAGES

10.1 For the purpose of determining salary only, management may award newly hired employees up to 5 years of experience on the wage scale based on their full-time employment history. This shall be for the purpose of determining salary only and shall not be construed as to affect their level of seniority. Seniority shall be determined as outlined in Article 6 of this contract.

Commented [CA3]: Local will have a counter offer at next meeting

Commented [AW4R3]: Understood

10.2 Weekly payrolls will be based upon a non-standard average workweek of 42 hours and will paid as such. The workweek will consist of the cycle of 24 on, 48 off, 24 on, 96 off rather than the actual hours worked in the pay period.

10.2 Base rates (as of FY22) and steps:

Reference Appendix A. (Pay Scale adjusted May 2024)

****FY24 Wage adjustments will take effect the next full weekly pay period and will not be retroactive****

10.3 Call Officer Stipends:

- Call Company Lieutenant 3% above their rate
- Call Company Captain 4% above their rate
- Call Company Deputy Chief 7.5% above their rate

10.4 Education/License level Incentive:

Associates Degree: +\$0.25/hr

Bachelor Degree: +\$0.50/hr

Master Degree: +\$0.75/hr

10.5 It is agreed that for all items pertaining to wages and benefits that when changes are made on a specific date that they will be implemented as of the closest Friday to that date, so they encompass a full weekly pay period.

10.6. Pay day will be weekly on Thursday, unless otherwise specified by the Town Office due to being closed on Monday or Thursday.

10.7.1 All employees will be paid normal payroll by direct deposit.

10.7.2 Any employee getting a reimbursement from the town will be done so by a separate check from pay roll and will remain in check form vs direct deposit.

10.7.3 Any bonus provided by the town will also be delivered by separate check from normal payroll direct deposit.

ARTICLE 11 – OVERTIME

11.1 The Town may require unit employees to work beyond the end of their scheduled shift and in addition to their regular work schedule as defined above. For the purposes of calculating overtime pay for unit employees the parties have agreed to define overtime as any work beyond the normal scheduled shift(s) unless pertaining to different circumstances as listed in CBA. Overtime will be granted to anyone working beyond their scheduled ~~48-hour work week~~ work hours whether a 48 hour work week or 24 hour work week. When the employee is working their scheduled 24 hours work week, overtime will begin after employee has worked an additional 24 hours of straight time.

11.2 Overtime shall be paid at the rate of one and one-half (1.5) times the employee's hourly rate.

11.3 There shall be no pyramiding or duplication of compensation by reason of overtime or other premium pay provision of this Agreement. If the employee comes to work on his/her scheduled day, he/she would simply work the shift (either their own or another slot on the same shift) and cancel their scheduled time off.

11.3 In the event of the employee being held past their scheduled shift due to a call, the employee will be compensated for time at the appropriate rate based on the number of hours worked with a minimum of one (1) hour pay. After the first hour of pay, they will receive appropriate pay in quarterly (15 minute) increments.

11.4 Overtime will be paid to the employee within the same pay week it falls under.

11.5 Any forced overtime shall be at a rate of 1 ½ time the employees hourly rate.

ARTICLE 12 – DETAILS

12.1 Non-Town of Casco related outside details shall be compensated at employee's overtime rate. Casco Days is not considered an outside detail for purposes of this section.

ARTICLE 13 – VACANT FULL-TIME SHIFTS

13.1 Open vacation shift(s) will be filled by voluntary status first by the remaining full-time staff by either the full-shift (twenty-four (24) hours) or partial (twelve (12) hours). If unable to fill, the open shift(s) will be voluntary status by all Department staff. If the shift remains open, it will go to the Force List.

13.2 Open shift due to illness, will be paged out to the full-time staff. If unable to full by voluntary, the shift will go to the Force List

ARTICLE 14 – TRAINING

14.1 Fire & EMS Certifications/Licenses and Educational Reimbursements: The Town shall continue to pay for all costs associated with any and all training mandated by the State of Maine and/or approved by the Public Safety Chief for Fire & EMS training related to the employees duties and responsibilities in the Public Safety Department, pursuant to the Town's Educational Reimbursement Policy unless otherwise specified in this agreement.

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

"C" or better when courses relate to firefighting or EMS training or course of study.

ARTICLE 15 – STAFF MEETINGS

15.1 Periodic staff meetings will be scheduled between the full-time staff, chief of the department and any other guest the chief deems fit, will be held at the Chief's discretion.

15.2 Department Staff Meetings will be paid at the appropriate rate based on hours worked during the day pay period.

ARTICLE 16 – COURT TIME

16.1 In the event that a member of the bargaining group is called in for a court appearance required by the Town, he/she shall be compensated for actual hours worked at one and one-half (1½) times the regular rate. All payments received from the court shall be remitted directly to the Town upon receipt.

16.2 Employees shall be granted a leave of absence with pay any day that they are required to report for jury duty or jury service. In the event the employee is either not selected or required for jury duty, they shall notify the officer in charge, and they shall return to duty. If selected to Jury Duty, the employee may choose to be paid for his/her normal work shift OR accept the pay for Jury Duty. The Employee may collect the mileage check with either choice if their private vehicle was used and not a town vehicle at the current IRS rate for mileage. If the employee chooses court pay, the employee must use vacation or compensated time to cover their shift(s) and normal deductions.

ARTICLE 17 –HOLIDAYS

17.1 All full-time members of the bargaining unit shall earn 108 hours (8 hrs per holiday) of compensated time annually.

17.2 The following holidays are observed by the Town.

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Patriot's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Veteran's Day
- Thanksgiving Day

- Day After Thanksgiving
- Christmas Eve (Half Day)
- Christmas Day

17.3 Holiday Pay: All non-working Unit employees shall receive eight (8) hours of holiday pay (straight time hourly rate) for the holidays outlined in section 2, provided employees shall receive four (4) hours of holiday pay for the Half-Day before Christmas. Unit employees shall receive 12 hours of holiday pay (straight time) for holidays actually worked.

18.2 Each employee will be able to receive compensatory time in lieu of overtime and bank their hours in their "comp" bank and use for personal time off.

ARTICLE 18 – COMPENSATION TIME

18.1 With the approval of the Fire Rescue Chief, an employee who earns overtime may be granted compensatory time in lieu of overtime pay. An employee may accumulate up to 72 hours of comp time, after which all overtime shall be paid as wages. In order to take comp time, an employee must make a request at least forty-eight (48) hours in advance and must receive written permission from the Fire Rescue Chief. Compensatory time shall be used on an hour for hour basis, meaning that one hour of compensatory time shall be used for one hour of time off.

18.2: Employees may submit a request to be paid for up to Forty-Eight (48) of their accumulated compensatory time in any payroll throughout the year. Payment of accumulated compensatory time during the last pay period in November will be made by separate check instead of being part of the regular payroll check, unless the employee requests that the payment be included in the regular paycheck. At no time will the Town provide a separate payment any other time of the year.

ARTICLE 19 – SWAPS

19.1 Pursuant to Section 7(p)(3) of the Fair Labor Standards Act [FLSA], Union members will be allowed to swap shifts [Trade Time] with the prior approval of the Fire Rescue Chief provided that:

19.1.1 Trading of Time and/or swapping of scheduled work shall be limited to firefighting personnel of the same classification, comparable training and experience in the operation of equipment. The trading of time shall have no effect on hours of work for overtime purposes.

19.1.2 The proposed period for swapping shall be stated on forms designated for that purpose. Such applications must be submitted for prior approval to the Fire Rescue Chief, at least 24 hours in advance of a swap. Those receiving approval shall not misuse the swap

by failing to report promptly for their shift. Those who abuse this privilege will be taken off the swaps eligibility list by the Chief for twelve (12) months.

19.1.3 All swap forms must contain a statement of the reason for taking the swap. Swaps are a privilege and are to be used for emergencies, school or other bona fide reasons. Employees will be allowed twenty [20] swaps per calendar year, unless authorized by the Fire Rescue Chief.

19.1.4 The swaps are to be completed within sixty (60) days. The date to be paid back shall be entered on the swap form. This sixty (60) day limit can be waived by the Chief for good reason on a case-by-case basis.

19.1.5 If a swap results in the taxpayers of the Town of Casco paying additional compensation to any member, then those involved with the swap shall lose their privilege to swap for a period of twenty-four (24) months.

19.1.6 In unusual circumstances in which no other reasonable option is available, the Fire Rescue Chief may approve a swap with less than twenty-four (24) hours' notice. However, at least twenty-four (24) hours' notice shall be the normal accepted practice, and the Union and employee may not file a grievance if a request for a swap with less than twenty-four (24) hours' notice is not approved.

ARTICLE 20 – VACATIONS

20.1 Vacation privileges are available to full-time employees. Full-time employees shall be defined as those employees who are scheduled for an average of 42 hours per week, fifty-two weeks per year, and are appointed for a term greater than six months. Each employee in this category will earn vacation with pay according to the schedule below. Vacation time will be accrued in full at the beginning of each period set forth below.

20.1.1 Month 6 – Year 1 will accrue 1 weeks' (48hrs) vacation (42 hrs. paid).

Year 1 – Year 5 will accrue 96 hours vacation annually on their hire date (84 hours paid)

Year 6 – Year 15 will accrue 144 hours vacation annually on their hire date (126 hours paid).

Year 15+will accrue 196 vacation annually on their hire date (168 hours paid).

Employees with over 15 years of experience may purchase 42 additional hours of vacation at their current rate of pay.

20.1.2 Only 48 hours of vacation time can be carried over from year to year (hire date). Anything over 48 hours will be forfeited. All vacation time will be used/deducted on an hour for hour basis according to the employee's work schedule.

20-1.3 Only 1 full-time employee may be on vacation at a time. The Fire Chief, under unique circumstances or when staffing levels are met, may permit 2 full-time employees on vacation at a time.

ARTICLE 21 – SICK LEAVE

21.1 All full-time employees shall be entitled to sick leave with pay at the rate of 12 hours per month commencing with the date of initial employment. Sick leave is defined as leave granted only for personal illness or non-work-related bodily injury to the employee or the employee's immediate family member. A maximum of 480 hours of sick leave shall be accrued and carried forward from one calendar year to the next.

21.2 A doctor's note may be required when an employee has been out of work for more than two consecutive shifts or when requested by the Fire Chief to determine fitness for duty. False or fraudulent use of sick leave shall be cause for disciplinary action.

21.3 Under normal circumstances an employee shall report all absences to his/her supervisor prior to the start of his/her regularly scheduled day. Failure to report within this period may be considered justification for disallowing sick leave for that day.

21.4 In the event a close contact/exposure at work is required to quarantine or required to remain out of work as the result of local, state or federal health mandates or guidance, any assigned shifts lost, will be covered by the Town. Employees will be paid their regular rate, for any lost time with no loss of sick time accruals so long as the employee was following all Federal, State and local guidelines at the time of the contact/exposure.

21.5 Unless otherwise specified by the supervisor, employees shall be expected to call on each day of absence. When the nature of the absence indicates an extended period of time away from work, longer intervals of reporting may be established by the supervisor.

21.6 Immediate family is defined to mean spouses, domestic partners (as defined by Maine insurance code under State of Maine Statutes), children, parents, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, stepfather, stepmother, stepchildren.

21.7 Payment of Unused Sick Leave – Upon retirement or separation in "good standing", the equivalent of, 50% of unused sick leave shall be paid to an employee that has a minimum balance of 240 sick hours

21. 8 Employees will have the option to cash-in up to ~~48-42~~ hours of sick time annually (42 hours paid, but have a minimum of 96 hours banked).

21.9 "Good standing" shall mean a written, fourteen (14) day notice to the Town in advance of the employee's last actual day worked, in the case of a proper resignation, valid retirement, or separation of the employee from the Town service for other than cause.

Commented [CA5]: I have a question of the 42 hour cash-out. Sick leave is hour for hour so shouldn't the cash out be hours worked (sick) instead of the average?

Commented [AWGR5]: The cash out is intended as written.

22.9 Any absence from duty for which sick leave is paid, or for official leaves of absence, shall not constitute a break in the service record.

22.10 In the event of the death of an employee, his/her designated beneficiary shall receive the above payment for unused sick leave. A member's estate shall receive 100% of accrued sick leave for a qualified line of duty.

ARTICLE 22 – BEREAVEMENT LEAVE

22.1 Each member of the bargaining unit shall have 48 hours off, with pay, in the event of death of a spouse, domestic partner (as defined by the Maine Municipal Employees Health Trust), child or parent, and up to 24 hours off, with pay, in the event of the death of a member of the immediate family. For the purposes of this section immediate family is defined to mean brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, stepfather, stepmother, or stepbrother, and stepsister. Bereavement leave may also be granted to unit employees due to the death of another individual not listed above, or extended by the Town Manager and on a case-by-case basis

ARTICLE 24 – MILITARY LEAVE

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

ARTICLE 25 – LEAVE OF ABSENCE

25.1 Any permanent employee of the Town may be granted a leave of absence without pay by the Town Manager upon recommendation of the applicable Department Head. Such leave of absence without pay shall only be granted when it appears to be in the best interest of the Town. The employee's past record and purpose for which the leave is requested shall be the governing factors for granting such leave.

25.2 During such unpaid leave periods, all fringe benefits otherwise available to the employee shall cease, i.e., life and medical insurances, vacation and sick leaves, etc.

25.3 The Town will comply with all applicable provisions of the federal Family Medical Leave Act or ~~Maine's family medical leave laws~~, as well as all applicable provisions of the Americans with

Disabilities Act to grant leave when necessary and afforded by law or when leave constitutes a reasonable accommodation under such laws.

25.4 The Town will comply with the Maine Paid Family Leave Act that mandates a 1% deduction from employee paychecks to fund paid family leave benefits for eligible employees. The costs associated with this mandate shall be split with the Municipality covering 0.5% and the employee contributing the remaining 0.5%.

ARTICLE 26 – RETIREMENT

~~26.1 The Town will maintain an Mission Square 457 Plan for the benefit of the members. Each employee must designate the level of their participation in the Mission Square 457 plan for the next year when requested of all municipal employees. The Town will match up to employee contributions, up to 8% with a minimum contribution of 3%.~~

~~26.2 The Maine PERS Special Plan 3C has been approved by the Selectboard, however, is still pending final approval by voters at the Casco Special Town Meeting in January 2025. If approved, the effective date will be February 1, 2025, or a date that is administratively practical no later than March 1, 2025. If the Selectboard approves to recognize a unit employee's past years of service, as part of t agreement to join Maine PERS, a unit employee, may choose to buy back their full time service with the understanding the unit employee will be responsible for the full cost associated with buying back years of service.~~

~~A unit employee Will have a choice to join Maine PERS pending Town Meeting approval or can elect to participate in the Town's Mission Square 457 plan.~~

~~If Maine PERS Special Plan 3C is not approved at the 2025 Special Town Meeting, the Town's Mission Square 457 Plan will continue to be available for all unit employees to enroll in. The Town will match up to 8% of the unit employee's contributions.~~

A. Social Security

In addition to other retirement plans offered by the Town, the Town also participates jointly with employees in the Social Security System.

Employees at the time of hire can choose to enroll between the Mission Square 457 plan and Maine Public Employees Retirement System (Maine PERS) 3C Plan, but the Town will only contribute to one.

B. Maine Public Employees Retirement System (Maine PERS)

The Town offers a pension and disability retirement under the Maine PERS Plan 3c (25-year plan, at 2/3 pay, no age, consolidated plan).

C. Mission Square Deferred Compensation Plan

The Town offers a 457 deferred compensation plan through Mission Square Retirement. In this retirement program, the Town will contribute a minimum of 3% or match up to 8% of

an employee's contribution for regular full-time employees. This shall only occur when the employee is not otherwise enrolled in Maine PERS. The employee is responsible for the payment of any fees assessed to the employees account, and the employee is responsible for making their own investment decisions.

ARTICLE 27 – MEDICAL INSURANCE

27.1 Members of the bargaining unit who elect to participate in the town's health insurance benefit will enroll in the Maine Municipal Employee's Health Trust Plan. The Town provides three (3) options currently: ~~POS A, POS 200, and the PPO 1500~~ options Arcadia PPO, Baxter PPO and Moosehead PPO. The Town and IAFF local 5372 understand the changing health care market and that these plans may alter. Prior to any plan changes within the Maiein Employee Health Trust, the Town will meet with the IAFF local 5372 and discuss the proposed changes.

Commented [A7]: The Town reserves the right to further revise this provision depending on wages and other economic terms to be negotiated

27.2 The Town will give the employee the option for additional coverage of Dental and Vision at the employee expense.

27.3 The Town will give the employee the option for Short Term, Long Term and Wage Protection coverages at the employee expense.

27.4 If the employee opts for the ~~POS 200-Baxter PPO~~ or ~~PPO 1500Moosehead PPO~~ plan, the Town will pay an amount equal to 80% of the comparable ~~POS-AArcadia PPO~~ plan and the employee shall pay the remaining amounts.

i.e., Employee A chose ~~POS-AArcadia PPO~~ plan for family. The overall monthly cost for the plan is ~~\$2,851.223,039.01~~ (Employee paying ~~\$563.04607.80~~ and Town paying ~~\$2,288.182,431.21~~). If employee A chooses ~~PPO 1500Moosehead PPO~~ (Employee pays ~~\$0-149.68~~ and the Town pays ~~\$2,065.102,431.21~~).

ARTICLE 28 – EMPLOYEE WAIVING OF HEALTH INSURANCE

28.1 Any employee may elect to waive coverage in the Town's Health Insurance Plan. Any employee waiving full coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

28.1.1 Any employee eligible for coverage and who elects to waive health insurance coverage shall receive a payment of \$500 each month.

28.1.2 In the event both spouses are employees and eligible for health insurance coverage, the ineligible spouse shall receive an annual payment equal to one month of the POS family plan premium.

28.1.3 A new employee who waives health insurance coverage shall be eligible for the payment in lieu of insurance upon becoming eligible for the health insurance.

28.1.4 If the employee wishes to be reinstated on the health insurance policy, he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.

28.1.5 In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the employee must submit written notice to the Town Manager. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which written notice has been received.

28.1.6 Eligible employees who are married to other Town employees covered by the MMEHT shall receive MMEHT life insurance coverage at no cost.

ARTICLE 29 – UNION NEGOTIATING COMMITTEE

29.1 Members of the CPFU Negotiating Committee, who are certified as such in writing to the Town Manager, shall be allowed time off, without loss of benefits, to represent the Association in collective bargaining with the Town at meetings mutually scheduled by the Town and the Association.

ARTICLE 30 – LABOR MANAGEMENT PARTNERSHIP

30.1 Labor Management Committee. The Union and Town agrees to form a Labor Management Partnership Committee to discuss issues of mutual concern and the future needs of the Department. The Town Manager and the Union representative shall meet beforehand to lay out ground rules for such Committee. The Committee shall meet as needed.

30.2 The Fire Chief and the Labor Management Committee shall meet annually to review the units seniority, overtime and forced lists. These two lists shall be posted and remain on the Unit's bulletin board.

ARTICLE 31 – DUES CHECK OFF

31.1 The Town of Casco recognizes that employees who are part of the Union may have obligations to pay monthly dues to the Union. The Town agrees upon receipt of individually signed authorization cards, to deduct the Union established dues and or fees from each Union member employee.

31.2 The Town of Casco will produce a check to the Treasurer of the Local with the Due's deducted from the Union employee's payroll on the last Thursday of the month along with an itemized statement showing the names of each employee and the amount of dues checked off.

31.3 Termination of deductions may be applied by any employee upon giving written notice to the Union and Town of Casco no more than twenty (20) days and not less than ten (10) days prior to the expiration date of this agreement.

31.4 The Union agrees to promptly refund to the Town any union dues amount that are paid in error upon presentation of proper documentation thereof.

31.5 The Union shall indemnify, defend, save, and hold harmless the Town against any and all claims, demands or grievances by any bargaining unit member or his/her personal representatives as a result of paycheck deductions by the Town in reliance upon payroll deduction authorization submitted by the Union to the Town.

ARTICLE 32 – GRIEVANCE PROCEDURE

32.1 Grievances, which for the purposes of this AGREEMENT, shall be defined as disputes with respect to the interpretation or application of the specific terms of this AGREEMENT, and or the Town's Personnel Policy shall be processed in the following manner:

32.1.1 A member of the bargaining unit who believes he/she has a grievance shall first present the grievance, in writing, within fourteen (14) calendar days of its occurrence, to The Local President. A reasonable effort shall be made to resolve the grievance, informally, within seven (7) working days.

32.1.2 If the member of the unit is not satisfied with the decision rendered above, the President shall reduce the grievance to writing and submit it to the Fire Chief within five (5) working days of the decision above. The written grievance shall contain: (a) a concise statement of the events allegedly giving rise to the grievance, (b) the specific section of this AGREEMENT alleged to be violated, (c) all evidence available in support of the claimed grievance, and (d) a statement as to when the grievance arose, became known or should have become known to the member of the unit. A written determination with respect to the grievance shall be made by the Fire Chief within five (5) working days.

32.1.3 If the decision of the Fire Chief is not satisfactory to the member of the unit, the CPFU may appeal the grievance to the Town Manager, in writing, within three (3) working days. The Town Manager shall render his/her decision in writing to the member of the unit and the CPFU within seven (7) working days of the date the grievance is received.

35.1.4 In the event that the determination of the Town Manager is not acceptable to the CPFU, it may, within five (5) working days after the date of that determination or the date the determination is due, request that the matter be submitted to arbitration by notifying the Town Manager in writing by certified or registered mail-return receipt requested, or by hand delivery with written acknowledgment of receipt. Provided, however, that discharges shall be reviewed pursuant to section 34.3 below.

35.1.4.1 The arbitrator shall be selected by the Town Manager and the CPFU within ten (10) working days after the notice has been received. If the parties fail to agree upon an arbitrator, either may request the Maine Labor Relations Board to provide an arbitrator in accordance with its rules.

35.1.4.2 The decision of the arbitrator shall be final and binding with regard to the dispute and consistent with applicable law and this Agreement. The arbitrator shall not have the authority to amend or modify or establish new terms or conditions with respect to this Agreement. Wherever possible, the arbitrator shall render the decision within thirty (30) calendar days after the conclusion of the hearing and any final written or oral argument.

32.1.4.3 All fees and expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and CPFU. However, each party shall be responsible for bearing the costs of preparing and presenting its own case and

compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made; providing it pays for the record.

32.2 Grievances not processed within the time periods provided by this Article shall be deemed waived.

32.3 Nothing in this Article shall be construed to mean that any member of the bargaining unit shall automatically be supported by, reimbursed by, or have a grievance presented by the CPFU, without prior approval in writing of the CPFU Grievance Committee.

ARTICLE 33 – DISCIPLINE

33.1 Disciplinary actions shall only be taken for just cause and the Town will utilize the tenets of progressive and corrective action where and when appropriate. Just cause may include, but shall not be limited to, violations of the Department's Code of Ethics. Any disciplinary action taken against a Unit employee shall be subject to the grievance procedure.

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

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension without pay
- D. Discharge/Termination

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

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

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

ARTICLE 34 – STRIKES AND SLOWDOWNS

34.1 The Union agrees that during the term of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any (1) strikes, (2) slowdowns, (3)

mass absenteeism, (4) mass resignations, (5) picketing which would involve suspension of or interference with 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. Picketing that does not interfere with normal work of the department or Town, for the purpose of providing information, is not prohibited.

34.2 In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the Town.

ARTICLE 35 – UNION POLITICAL ACTIVITY

35.1 No firefighter shall be discharged, disciplined, or discriminated against because of the activity on behalf of the Union, which does not interfere with the discharge of his/her duties or any assignment, violate any provisions of the agreement, or violate any policy, ordinance, law of the Town of Casco, State of Maine, or of the United States.

ARTICLE 36 – BULLETIN BOARD

36.1 The Town of Casco agrees to furnish and maintain a suitable bulletin board in convenient places in each station to be used by the Union. All Union postings shall be on this bulletin board and those postings shall be limited to official Union business, such as meeting notices and Union bulletins.

36.2 The location of the bulletin board shall be in a location mutually agreed upon by the Union and the Chief of the Department.

ARTICLE 37 – MEMBERS RIGHTS

40.1 Prior to interrogation of unit members regarding investigations of misconduct, the member shall be informed of the alleged conduct which is the subject matter of the interrogation, and a representative of the Association may, if desired by the member, be present during the interrogation.

37.2 Members of the bargaining unit shall have the right to inspect their personnel files in accordance with applicable law and shall make all requests via memorandum.

37.3 The Town of Casco will allow Local 5372 to hold meetings on the first Monday of each month at the Central Fire Station after 7:00 pm utilizing the meeting room

ARTICLE 38 – SEPARABILITY

38.1 In the event any provision of this AGREEMENT is judicially determined to be in conflict with any laws of the State of Maine, the Town Charter, or other applicable laws, such invalidity shall not affect the validity of the remaining provision(s).

ARTICLE 39 – DURATION OF AGREEMENT

39.1 Except as specifically provided, the provisions of this AGREEMENT shall be effective as of July 1, 2025 and shall continue in full force and effect by parties except by an instrument, in writing, duly executed by both parties. In the event that collective bargaining shall not have been successfully completed prior to the expiration of the current agreement, the parties hereto agree that said agreement shall remain in full force and effect until a successor agreement has been negotiated.

39.2 THIS AGREEMENT incorporates the entire understanding of the parties on all matters which were the subject of collective bargaining.

~~ARTICLE 40 – PAID FAMILY MEDICAL LEAVE~~

~~The Parties hereby acknowledge that the Maine Paid Family and Medical Leave Program, which was enacted into law in 2023 (the “Program”), may have impacts on current provisions of this Agreement as it relates to the use of sick leave, family medical leave under state and federal law, and accrued time off. However, the Program is not yet in effect and will be administered according to regulations that have not yet been finalized and adopted by the Maine Department of Labor Paid and guidance issued by the Paid Family and Medical Leave Benefits Authority. The Parties hereby agree to reopen the Agreement at such time as the regulations to administer the Program are adopted in order to bargain over the impacts of the Program as it relates to sick leave, family medical leave and other accrued time off.~~

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as indicated below:

ATTEST:

TOWN OF CASCO

/S/ Brian Cole, Chief of Department

/S/ Anthony Ward

BY: Anthony Ward, Its Town Manager

Duly Authorized

ATTEST:

Local 5273 Representative

/S/ Jonathan Morrison

Local 5273 President

Duly Authorized

Appendix A – Wages and Annual Steps

	FY23						
	0-1	1-2	3-4	5	10	15	20
FF/EMT	\$18.36	\$18.91	\$19.48	\$20.06	\$20.66	21.28	\$21.92
FF/AEMT	\$19.75	\$20.34	\$20.95	\$21.58	\$22.23	\$22.90	\$23.58
FF/MEDIC	\$22.06	\$22.94	\$23.28	\$23.63	\$24.58	\$25.07	\$25.57

FY246

	0-1	1-2	3-4	5-9	10-14	15-19	20
FF	\$19.50 <u>\$22.87</u>	\$20.10 <u>\$23.49</u>	\$20.70 <u>\$24.17</u>	\$21.32 <u>\$24.84</u>	N/A	N/A	N/A
FF/EMT	\$20.55 <u>\$23.80</u>	\$21.15 <u>\$24.40</u>	\$21.75 <u>\$25.05</u>	\$22.40 <u>\$25.70</u>	\$23.00 <u>\$26.40</u>	\$23.70 <u>\$27.10</u>	\$24.35 <u>\$27.90</u>
FF/AEMT	\$22.05 <u>\$25.56</u>	\$22.70 <u>\$26.24</u>	\$23.35 <u>\$26.69</u>	\$24.00 <u>\$27.63</u>	\$24.70 <u>\$28.41</u>	\$25.40 <u>\$29.14</u>	\$26.15 <u>\$29.91</u>
FF/Medic	\$24.50 <u>\$28.20</u>	\$25.45 <u>\$29.19</u>	\$25.80 <u>\$29.60</u>	\$26.20 <u>\$29.96</u>	\$28.20 <u>\$31.05</u>	\$27.70 <u>\$31.63</u>	\$28.25 <u>\$32.19</u>

FY257

	0-1	1-2	3-4	5-9	10-14	15-19	20
FF	\$22.10 <u>\$23.56</u>	\$22.70 <u>\$24.20</u>	\$23.35 <u>\$24.89</u>	\$24.00 <u>\$25.59</u>	N/A	N/A	N/A
FF/EMT	\$22.20 <u>\$24.51</u>	\$23.80 <u>\$25.13</u>	\$24.40 <u>\$25.80</u>	\$25.05 <u>\$26.47</u>	\$25.70 <u>\$27.19</u>	\$26.40 <u>\$27.91</u>	\$27.10 <u>\$28.74</u>
FF/AEMT	\$24.70 <u>\$26.33</u>	\$25.35 <u>\$27.02</u>	\$26.05 <u>\$27.77</u>	\$26.70 <u>\$28.46</u>	\$27.45 <u>\$29.26</u>	\$28.15 <u>\$30.01</u>	\$28.90 <u>\$30.81</u>
FF/Medic	\$27.25 <u>\$29.05</u>	\$28.20 <u>\$30.06</u>	\$28.60 <u>\$30.49</u>	\$28.95 <u>\$30.86</u>	\$30.00 <u>\$31.98</u>	\$30.55 <u>\$32.57</u>	\$31.10 <u>\$33.15</u>

FY28

	0-1	1-2	3-4	5-9	10-14	15-19	20
FF	<u>\$24.27</u>	<u>\$24.93</u>	<u>\$25.64</u>	<u>\$26.35</u>	N/A	N/A	N/A
FF/EMT	<u>\$25.25</u>	<u>\$25.89</u>	<u>\$26.58</u>	<u>\$27.27</u>	<u>\$28.01</u>	<u>\$28.75</u>	<u>\$29.60</u>
FF/AEMT	<u>\$27.12</u>	<u>\$27.84</u>	<u>\$28.60</u>	<u>\$29.32</u>	<u>\$30.14</u>	<u>\$30.91</u>	<u>\$31.73</u>
FF/Medic	<u>\$29.92</u>	<u>\$30.96</u>	<u>\$31.40</u>	<u>\$31.79</u>	<u>\$32.94</u>	<u>\$33.54</u>	<u>\$34.15</u>