

AGREEMENT BETWEEN

The Town of Hermon



And

**International Association of Firefighters, AFL-CIO,CLC
Local 5458**



**EFFECTIVE July 18, 2024
EXPIRES June 30, 2026**

TABLE OF CONTENTS

PREAMBLE

ARTICLE 1 – UNIT RECOGNITION

ARTICLE 2 - MAINTENANCE OF BENEFITS

ARTICLE 3 - DEFAULT TO PERSONNEL POLICY

ARTICLE 4 - RIGHTS AND RESPONSIBILITIES

ARTICLE 5 - PROBATIONARY PERIOD

ARTICLE 6 - SENIORITY

ARTICLE 7 - LATERAL ENTRY

ARTICLE 8 - PRODUCTIVITY

ARTICLE 9 - UNION WORK TIME

ARTICLE 10 - NO STRIKE - NO LOCKOUT

ARTICLE 11 - UNION SECURITY AND DUES

ARTICLE 12 - BULLETIN BOARD

ARTICLE 13 - PERSONNEL RECORDS

ARTICLE 14 - MANAGEMENT RIGHTS

ARTICLE 15 - RULES AND REGULATIONS

ARTICLE 16 - RESIDENCY

ARTICLE 17 - WORK WEEK

ARTICLE 18 - SWAPS & SUBSTITUTIONS

ARTICLE 19 - WAGES

ARTICLE 20 - OVERTIME

ARTICLE 21 - COMPENSATORY TIME

ARTICLE 22 - EARNED PAID LEAVE

ARTICLE 23 - VACATION PAY

ARTICLE 24 - HOLIDAY PAY

ARTICLE 25 - SICK LEAVE

ARTICLE 26 - BEREAVEMENT LEAVE

ARTICLE 27 - JURY DUTY

ARTICLE 28 - COURT TIME

ARTICLE 29 - INSURANCE

ARTICLE 30 - UNIFORMS

ARTICLE 31 - DISCIPLINE

ARTICLE 32 - GRIEVANCE PROCEDURE

ARTICLE 33 - LAYOFF AND RECALL

ARTICLE 34 - RETIREMENT

ARTICLE 35 - LABOR MANAGEMENT COMMITTEE

ARTICLE 36 - SAVINGS CLAUSE

ARTICLE 37 - DURATION OF AGREEMENT

Attachment 1 - Hermon Fire Schedule Rotation Illustration

Attachment 2 – Hermon Fire Swap Slip

Attachment 3 – Wage Scale

AGREEMENT

This Agreement is made by and between the Town of Hermon, Maine, (hereinafter referred to as the "Town") and the Hermon Professional Firefighters Association, Local 5458, affiliated with the Professional Firefighters of Maine, International Association of Fire Fighters, AFL-CIO, (hereinafter referred to as the "Union").

PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act, 26 M.R.S.A. 961-974, as amended, it is the purpose of this Agreement to achieve and maintain harmonious relations between the Town and the Union, to establish proper standards of wages, hours and all conditions of employment and to provide for equitable and peaceful adjustments of all differences which may arise.

ARTICLE 1 – UNIT RECOGNITION

The Town recognizes the Hermon Professional Firefighters Association IAFF Local 5458 as the exclusive bargaining agent for the purpose of collective-bargaining relative to wages, benefits, hours, grievance/arbitration issues, and personnel policies, practices and all matters affecting the working conditions of all full-time union members employed by the Town of Hermon Fire Department. This agreement shall NOT apply to the Fire Chief, fire department business administration or Non-Union employees.

ARTICLE 2 - MAINTENANCE OF BENEFITS

It is mutually agreed that all existing Working Conditions, MOUs, Grievance Settlements, Personnel Policies, SOG's, SOP's and other matters affecting the general working conditions or conditions of employment affecting the parties and which are not covered by this Agreement shall remain in full force and effect throughout the duration of this Agreement.

ARTICLE 3 - DEFAULT TO PERSONNEL POLICY

It is mutually agreed that the Town's Personnel Policy, as it may be amended from time to time, shall govern employees except as otherwise provided in this Agreement. The Town shall notify employees of changes to the personnel policy by email.

ARTICLE 4 - RIGHTS AND RESPONSIBILITIES

- A. Full time employee shall mean a public employee as defined in 26 M.R.S.A. § 962 and someone who is included in the bargaining unit and is scheduled to work an average of forty-two (42) hours per week on a regular shift rotation, except that the Deputy Chief shall work a 40-hour week. All persons within this unit who have worked at least six (6) months shall be considered a regular, full-time employee and shall be subject to the provisions of this Agreement upon the executed date of the Agreement.
- B. 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 Union membership or non-membership status.

- C. The Town and 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, age, disability, or any other category protected by law except were 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 such individual's race, color, religion, sex, sexual orientation, age, disability, or any other category protected by law except were based on a bona fide occupational qualification.

ARTICLE 5 - PROBATIONARY PERIOD

All persons hired, appointed, promoted, or transferred to an established position in the unit shall serve a probationary period of six (6) months. The probationary period is considered an extension of the selection process. Probationary employees may be terminated from employment at any time during the probationary period without cause and without recourse or grievance, either by the Union or the Employee. If the Town elects to demote a newly promoted employee for no cause during the probationary period, the employee shall bump back into their prior position.

ARTICLE 6 - SENIORITY

The Town shall maintain and post a seniority list. This seniority list shall be updated during the first week of January every year. A person's time will begin on the seniority list on their official date of hire.

ARTICLE 7 - LATERAL ENTRY

- A. The parties agree that there is a benefit to the Hermon Fire Department to hire full-time employees with prior career/full-time fire and/or EMS experience.
- B. New full-time employees may be started at a higher rate of pay and vacation accrual up to ten (10) years of service.
- C. The "equivalent to" years of service are for purposes of pay scale and vacation accrual only; it is not considered years of service for purposes of seniority.

ARTICLE 8 - PRODUCTIVITY

It is the intent of the parties to achieve and sustain maximum productivity per employee within their job classification during the term of this Agreement. In return to the Town for the wages and conditions herein provided and consistent with the principle of a fair day's pay, the Union pledges itself with the objective of achieving and sustaining the highest possible level of performance, efficiency, safety, and good health.

ARTICLE 9 - UNION WORK TIME

- A. Provided coverage can be arranged, one (1) on-duty Union officer may be excused from duty for up to a total of 24 hours per year for purposes of attending the quarterly Professional Fire Fighters meetings.

- B. Employees may conduct union work while on shift so long as it does not interfere with department operations and the ability to respond to calls.

ARTICLE 10 - NO STRIKE - NO LOCKOUT

- A. For the duration of this Agreement, the Union, its representatives and members shall not authorize, cause, assist, encourage or participate in any strike, slowdown, boycott, picketing, or other interference, interruption, cessation or stoppage of work at any of the Town's operations. Inducing or participating in any such activity shall constitute cause for suspension or discharge under this Agreement.
- B. No Lockouts. In consideration of this no-strike pledge by the Union, for the duration of this Agreement, the Town shall not lockout its employees.

ARTICLE 11 - UNION SECURITY AND DUES

- A. All full-time employees shall have the right to either join or not join the Union, except otherwise provided herein. No employees shall be favored or discriminated against by the Town or by the Union because of their membership or nonmembership in the Union. The Union recognizes its responsibilities as a bargaining agent and agrees to represent all unit members without discrimination, interference, restraint or coercion.
- B. The Town shall deduct regular bi-weekly dues and initiation fees upon receipt of a signed authorization form. The aggregate deductions of all employees shall be remitted at least monthly by direct deposit to the Association's account at Camden National Bank (or, with 14 calendar days' notice from the association to any financial institution that the Association has an account), together with an itemized statement, to the Treasurer of the local Union. The Union shall indemnify and save the Town harmless against all claims and suits which may arise by reason of action taken in making deductions of said dues and remitting the same to the Union pursuant to this article.

ARTICLE 12 - BULLETIN BOARD

- A. The employer shall provide space in the Fire Station for a Union bulletin board. All Union employees shall have access to the bulletin board.
- B. The space provided for the bulletin board shall be a location mutually agreed upon by the Union Officials and the Fire Chief.
- C. Responsibility falls upon the Union employees to check these notices. Rule changes, posting of positions, work assignments, seniority list, and so on will be posted on this board.
- D. The employer shall provide space in the Fire Station for a Union filing cabinet in a location mutually agreed upon by the Union Officials and Fire Chief.

ARTICLE 13 - PERSONNEL RECORDS

- A. Personnel records shall be kept on each employee by the Town.
- B. Any language regulating the management of those records will abide by the Town Personnel Policy.

ARTICLE 14 - MANAGEMENT RIGHTS

- A. The Town retains all rights and authority to manage and direct its Employees except as otherwise provided for in this Agreement.
- B. Such rights shall include but not limited to; the operation and management of the fire department, scheduling, establishing rules and regulations, hiring, directing, transferring, promoting, discharging, suspending or otherwise disciplining Employees.
- C.. The Town has the right to reduce or expand the work force, establish work schedules, introduce new and/or improved or changed methods of work or facilities, and establish, change or eliminate jobs, work tasks, or positions.
- D. 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 rights to exercise such functions in a particular way, shall not be deemed a waiver of its rights to exercise such function or preclude the Town from exercising the same in some other way not in conflict with the provisions of the Agreement.

ARTICLE 15 - RULES AND REGULATIONS

- A. The Fire Chief may establish all new rules, regulations and changes in rules that do not violate the specific terms of this Agreement. If the Union believes any rules or regulations violate this Agreement, it may file a grievance pursuant to the grievance procedure herein.
- B. When existing rules and regulations are changed or new rules are promulgated, they will be sent to the Union and posted for ten (10) days before becoming effective.
- C. The Town recognizes the right of the Union, upon request, to negotiate the impact upon wages and/or working conditions, any rules and regulations so changed or promulgated.
- D. The Fire Chief shall furnish each Employee with a copy of all work rules.

ARTICLE 16 - RESIDENCY

There shall be no residency requirements for full-time employees covered under this Agreement.

ARTICLE 17 - WORK WEEK

- A. The regular workweek for rotating shift employees shall be determined by the Fire Chief and average forty-two (42) hours per week. The current schedule is 24-hours on duty, 24-hours off duty, 24-hours on duty, and 120-hours off duty. This pattern will be followed continually and

is illustrated in Attachment 1. The Town has the right to alter this schedule from time to time as needed. In the event that the Town proposes a long-term change to this typical schedule, the Town will notify the Union at least one month in advance.

- B. The regular work week for the position of Deputy Chief shall be a 40-hour week, eight (8) hours per day, Monday through Friday.

ARTICLE 18 - SWAPS & SUBSTITUTIONS

- A. Full-time employees shall be allowed to “swap” regular scheduled shifts with other Full-time employees.
- B. Swaps shall be documented by the employee requesting the swap (originally scheduled to be on duty), signed by both employees, recorded in the “Swap Book”, and posted on the bulletin board along with the regular schedule. (see attached “Swap Slip” attached as Attachment 2). In the event that either employee is unavailable to sign the slip before the shift, an email exchange will be allowed as long as both employees respond, and the Fire Chief is included. As soon as reasonably possible a “Swap Slip” will be filled out, signed, and recorded.
- C. The Fire Chief will be notified of all swaps in advance of the shift being covered.
- D. Swaps will not be allowed for overtime shifts or scheduled details.
- E. A partial shift swap (or stand-by) will be allowed and will fall under all of the rules and provisions above.

ARTICLE 19 - WAGES

Employees shall receive non-overtime wages as provided in Attachment 3, Wage Scale. Placement on the schedule is determined by the number of years of full-time employment with the Fire Department.

ARTICLE 20 - OVERTIME

- A. Any hours worked outside of an employee’s regularly scheduled shift will be paid at one and a half times their normal rate.
- B. Overtime list.
 - 1. An overtime list shall be kept up to date by the Fire Chief or their designee.
 - 2. At the execution of this Agreement and then on January 1 of each subsequent year, the list will place each full-time employee in order of seniority, from most to least.
 - 3. Overtime will be offered to employees at the top of the list first, then working down the list until a vacancy is filled.

4. If no full-time employee accepts an assignment, the vacancy may be filled with per diem employees.
5. As overtime assignments are accepted, employees earning overtime will be placed on the list so that employees with the least amount of overtime will be at the top. To the extent that employees have equal (or no) overtime, seniority will control position on the list.

C. Overtime will generally be offered in 12-hour blocks.

ARTICLE 21 - COMPENSATORY TIME OFF

Employees are eligible for compensatory time off in lieu of overtime.

- A. An employee may designate overtime worked as compensatory time prior to working the overtime. Compensatory time shall accrue at the rate of 1.5 hours for each hour worked in excess of the normal work schedule. Compensatory time will not accrue if a sick day occurs in the same week. It would then be considered straight time.
- B. The maximum amount of compensatory time that can be banked at any time is 72 hours. This is a fixed amount, and any additional overtime will be paid at the overtime rate in the employee's next paycheck.
- C. If an employee has accrued comp time as of June 30 of a given year, the Town will pay out the comp time so that no employee will have comp time as of July 1 of each year. An employee may also request a payout of comp time up to 72 hours within a fiscal year for good cause and with the approval of the Town Manager and a recommendation from the department head.
- D. Upon separation, all accrued Comp time shall be paid out in the same manner as accrued vacation time.
- E. To use comp time off, an employee must submit a request within a reasonable period of time of the requested time off. Comp time off will not be authorized if it would cause a vacancy on shift that cannot be filled.

ARTICLE 22 - EARNED PAID LEAVE

- A. The purpose of this section is to comply with Maine's Earned Paid Leave Law ("EPL Law") that took effect on January 1, 2021. The EPL Law allows Employees to earn up to 40 hours of Earned Paid Leave ("EPL") per year. This leave time is not additional leave over and above any other paid leave time available to an Employee under this contract as long as the Employee has at least 40 hours of accrued sick or vacation leave.
- B. EPL may be used for any reason and may be taken in increments of one (1) hour or longer.

- C. If an Employee has accrued sick or vacation leave, the first 40 hours used per year will concurrently be designated as EPL for purposes of the EPL Law. The Employee's accrued vacation or sick leave will be deducted depending upon how the leave is used. However,
 - 1. If an Employee desires to use EPL for vacation purposes but does not have sufficient accrued vacation leave, then the Employee may deduct the EPL from sick leave to the extent necessary.
 - 2. If an Employee desires to use EPL for sick leave purposes but does not have sufficient accrued sick leave, then the Employee may deduct the EPL from vacation leave to the extent necessary.
- D. If an Employee does not have accrued sick or vacation leave, the Employee is entitled to up to 40 hours of EPL, accrued at the rate of one (1) hour per 40 hours worked up to a maximum of 40 hours per year.
- E. Once EPL is exhausted, requests for time off will be counted toward either sick or vacation time, in accordance with sections A and D, above.
- F. For the purposes of this section, a "year" means the 12-month period beginning on the Employee's date of hire.
- G. Accrual of EPL begins immediately upon hire, but an Employee may not use leave before the Employee has been employed by the Town for 120 calendar days.
- H. Notice.
 - 1. Absent an emergency, illness or other sudden necessity for taking earned leave, an Employee must normally give four (4) weeks advance notice to the Employee's Supervisor of the Employee's intent to use earned leave. Use of leave will be approved unless the requested leave would create an undue hardship on the Department as reasonably determined by the Supervisor.
 - 2. Notice required for an emergency, illness or other sudden or unforeseen necessity must be reasonable under the circumstances, recognizing that advance notice may not be feasible. In such circumstances, an Employee shall make a good faith effort to provide as much notice as is feasible under the circumstances to the Department of the Employee's intent to use leave.
- I. An Employee may carry-over up to forty (40) hours of earned paid leave to the following year, but any carried-over time is counted toward the annual maximum accrual.
 - 1. If an Employee carries over thirty (30) hours of leave, the Employee may earn an additional ten (10) hours of leave in the new year.
 - 2. If an Employee carries over forty (40) hours of leave, then the Employee will have immediately reached the limit for the new fiscal year.

- J. An Employee will not be paid for accrued EPL upon separation from employment except as otherwise provided for vacation and sick leave under sections A and D, above.

ARTICLE 23 - VACATION PAY

- A. Each regular, full time employee shall earn paid vacation time based upon an employment anniversary year.
1. Upon successful completion of one (1) full year of service, an employee shall be entitled to 96 hours of paid vacation per year, accrued at a rate of eight (8) hours on the first day of each month.
 2. Upon successful completion of four (4) full years of service, an employee shall be entitled to 144 hours of paid vacation per year, accrued at a rate of twelve (12) hours on the first day of each month.
 3. Upon successful completion of eight (8) full years of service, an employee shall be entitled to 192 hours of paid vacation per year, accrued at a rate of sixteen (16) hours on the first day of each month.
 4. Upon successful completion of twelve (12) full years of service, an employee shall be entitled to 240 hours of paid vacation per year, accrued at a rate of twenty (20) hours on the first day of each month.
- B. Vacations shall be scheduled in advance by submitting a written request to the Fire Chief or their designee. Request for time off longer than two (2) shifts must be submitted at least four (4) weeks in advance absent extenuating circumstances. For vacation requests of two (2) shifts or less, a request must be made at least 24-hours in advance. Vacations are granted on a first-come, first-serve basis. If competing vacation requests are pending, seniority will control the granting of the vacation request. However, once granted, a vacation approval will not be rescinded because of a vacation request of a more senior employee within four (4) weeks of the planned vacation. Requests for use of vacation time are within the Chief's discretion based on the needs of the Department, which approval shall not be unreasonable denied.
- C. Up to a maximum of 96 hours of vacation time may be carried over from year to year (based on an employee's anniversary date). Excess unused vacation time will be forfeited.
- D. Upon separation from employment, any unused accrued vacation will be paid to the employee as part of final wages.

ARTICLE 24 - HOLIDAY PAY

- A. The following Thirteen (13) holidays will be recognized and shall be paid in the pay period that the actual holiday occurs.

- New Year's Day
- Martin Luther King Day
- President's Day
- Patriot's Day
- Memorial Day
- Juneteenth Day
- Independence Day (4th of July)
- Labor Day
- Columbus/Indigenous Peoples Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

- B. Holiday pay shall be paid at the employee's regular rate of pay for eight (8) hours for each holiday on the actual date of the holiday (not the day observed by other Town employees).
- C. Full time employees that work on the day of the holiday shall receive one and a half (1 ½) times their normal hourly rate, from the start of shift (0700) to fifteen hundred hours (1500). This pay will be instead of the eight (8) hours of straight time listed in Section B of this Article. From fifteen hundred hours (1500) to the end of shift (0700) pay will be at the normal hourly rate agreed upon in this CBA.
- D. Deputy Chief: If the holiday is during the Monday to Friday work schedule, the Deputy Chief shall receive the day off with pay and no loss of benefit time. If the holiday falls on a normally scheduled day off, the Deputy Chief will receive eight (8) hours of straight pay for the day.

ARTICLE 25 - SICK LEAVE

- A. Any employee having personal illness or physical incapacity of such a degree as to render the employee unable to perform their duties may use accrued sick leave. An employee may also use up to 48 hours per within a 12-month period to care for a child, spouse, or parent.
- B. An employee seeking to use sick leave prior to reporting to work must notify their immediate supervisor as soon as feasible, but at least one half (1/2) hour prior to a shift. If an employee becomes ill or physically incapacitated during a shift, the employee shall notify their immediate supervisor as soon as possible.
- C. If an employee believes that illness or incapacity is in any way work-related, the employee must notify their immediate supervisor immediately.
- D. The Town may request that an employee provide a note from a medical professional if the employee is out of work for two (2) consecutive shifts.

- E. Sick leave is accrued at a rate of 24 hours per month. Sick leave accrues on the first day of the month and may be accrued up to a maximum of 960 hours.
- F. Upon separation from employment in good standing, a percentage of unused accrued sick leave will be paid to the employee as follows based on a maximum of 720 accrued hours:

Less than 1 full year of employment:	0%
1-5 full years of employment:	25%
More than 5 to 10 full years of employment:	33%
More than 10 full years of employment:	50%

To separate from employment in good standing, an employee must provide the Town with a minimum of two (2) weeks' written notice of intent to resign or retire. Involuntary separation of any kind, including resignation in lieu of termination, is not considered a separation in good standing.

ARTICLE 26 - BEREAVEMENT LEAVE

- A. In the case of a death in the employee's immediate family, the employee may be granted a leave of absence with pay for the scheduled shifts falling within the period between the time of death and the day of the funeral, not to exceed forty-eight (48) hours (two full shifts). "Immediate Family" is defined as a spouse, domestic partner, child, brother, sister, brother/sister in-law, parent, parent in-law, daughter/son in-law, grandparents, grandchildren, step-parents, step-children. Other persons residing in the employee's household may, for the purpose of this section, also be considered as part of the immediate family. Relationships other than those defined shall be subject to the discretion of the Fire Chief with the concurrence of the Town Manager. In certain circumstances, the Fire Chief and/or Town Manager may allow more time to be used for Bereavement Leave on a case-by- case basis.
- B. Upon request to accommodate unique or special circumstances, the Fire Chief and/or Town Manager may allow additional time to be used for Bereavement Leave on a case-by-case basis. This could include, but is not limited to, out-of-state travel, services or interments at a later date, etc.

ARTICLE 27 - JURY DUTY

If an employee is selected for jury duty on a day that is their regularly scheduled shift, the Town shall pay the employee the difference between their regular pay and juror's pay upon presentation of an official statement of jury pay received. An employee excused from jury duty must report back to work for the remainder of their normal shift unless excused by the Fire Chief.

ARTICLE 28 - COURT TIME

An employee required to attend court for official Town business outside of their regular work shift shall be compensated at a rate of one and a half times their normal hourly rate. There will be a 3-hour minimum with an hour-for-hour match after the minimum is met.

ARTICLE 29 - INSURANCE

Employees shall receive Health and Group Life insurance as provided for in Section 9.3 and 9.4 of the Personnel Manual. The Town shall notify employees in advance of any changes to health benefits and open enrollment periods by email.

- A. The Town participates in the Maine Municipal Employee Health Trust (“MMEHT”) POS 200. Employees may select POS-C, but will be responsible to pay the difference.
 - 1. For any employee hired after July 1, 2017, the town will pay 85% of individual coverage and 80% of family coverage for full-time employees and will prorate the rates paid for qualifying part-time benefited employees who work a minimum scheduled hours of 32 per week based on hours worked per week.
 - 2. For any employee hired before July 1, 2017, the town will pay 100% of individual coverage and 80% of family coverage.
- B. The Town provides a qualified Health Reimbursement Plan and will pay \$250 per qualifying employee annually.
- C. Dental, Vision, Aflac, and Income Protection Benefits are at the expense of the employees.
- D. Under Maine Municipal Employee Health Trust full-time and part-time benefited employees are offered life insurance at no cost up to the nearest \$1,000 of the employee’s salary. Employees may choose to increase the coverage and provide dependent coverage at their own cost. Nonqualifying employees may elect for the coverage at their own cost.
- E. Any employee upon their election, annually, may opt out of health coverage. Should an employee make this election the full-time employee will be entitled to 50% of the value of single subscriber benefits while qualifying part-time benefited employees will be entitled to 50% of the prorated value of a single subscriber benefit based on hours scheduled to routinely work.

ARTICLE 30 - UNIFORMS

The Town will provide the following uniform items for full-time firefighters. Uniform items damaged or destroyed in the course of normal duty will be repaired or replaced by the Town at no cost to the employee. Additional uniform items may be supplied at the discretion of the Fire Chief.

Department Supplied Uniform Items: _____ (Qty)

Black Duty Boots	(1)
T-Shirts	(4)
Class B Uniform Shirt Short Sleeved	(2)
Class B Uniform Shirt Long Sleeved	(1)
Uniform Duty Pants	(2)
Uniform Duty Shorts	(1)
Uniform Duty Belt	(1)
Winter Jacket w/ Fleece Liner	(1)
Job Shirt or Sweatshirt	(1)
Winter Hat	(1)
Baseball Hat	(1)
Class A Uniform*	(1)

* Class A uniforms will only be provided after an employee successfully completes their probationary period.

ARTICLE 31 - DISCIPLINE

- A. The Town may discipline an employee for cause. The Town may place an employee on paid administrative leave pending an investigation and through the resolution of a disciplinary proceeding if the Town deems such leave to be appropriate. Paid administrative leave is not discipline.

- B. The Town agrees to the concept of progressive discipline. Under normal circumstances, instances of minor misconduct or poor performance will result in oral or written reprimands. Subsequent misconduct or poor performance by the same employee may result in increasing levels of disciplinary severity, including suspension and ultimately discharge. Notwithstanding the policy of progressive discipline, the Town may issue discipline at whatever level of discipline it deems appropriate under the circumstances, including, for example, termination for a significant single instance of misconduct. Possible disciplinary actions include the following:
 - 1. Oral reprimand (documented)
 - 2. Written reprimand
 - 3. Suspension without pay
 - 4. Other disciplinary action short of discharge
 - 5. Discharge

Informal counseling shall not be considered discipline and is not subject to this Article.

- C. The Town may discipline any employee for just cause. Grounds for discipline include, but are not limited to:

1. Misconduct, indolence, or insubordination, such as failure to obey a department rule or lawful and reasonable direction from a supervisor;
2. Inefficiency, incompetence, or unsatisfactory work performance;
3. Excessive absenteeism, tardiness, or early departure from work;
4. Misuse of sick time;
5. Malfeasance or conviction of any criminal offense;
6. Conduct unbecoming of a Town employee/firefighter;
7. Engaging in physical violence or threatening violence;
8. Insufficiency or incapacity not due to illness or injury;
9. Intoxication or drinking during the work shift;
10. Deliberate misuse of or damages to Town equipment or property; and
11. Any other just cause.

Additionally, the Town may require training of any employee at any level of discipline.

D. Notwithstanding the above, probationary employees may be terminated from employment during the probationary period for no cause.

ARTICLE 32 - GRIEVANCE PROCEDURE

- A. A Grievance shall mean any claimed violation, misinterpretation or misapplication that may arise between the Town, the Union and/or any bargaining unit employee(s) relating to this Agreement, the Fire Department standard operating procedures, and/or the Town's personnel policy.
- B. 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 5458. 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 with a copy of any decision rendered by the Town under this section.

- C. 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).
- D. A grievance will be considered timely if it is submitted within fifteen (15) days from the date of the incident out of which the grievance arose or the date the employee should reasonably have become aware of the incident.
- E. The grievance must be submitted in writing and contain a precise description of the grievance with enough information contained therein to identify the specific nature of the grievance that includes, but not limited to:
 - 1. The specific provision(s) of the Agreement and/or the Fire Department SOPs or the Personnel Policy that the Town is alleged to have been violated.
 - 2. Evidence (documentary, if possible) to support the grievance.
 - 3. Name of the Designated Representative representing the grievant(s).
 - 4. A statement of the remedial action or relief sought by the grievant(s). i.e. The personal corrective desired.
 - 5. Any other additional pertinent information to support the grievance.

F. 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 E above. The Fire Chief shall meet with the parties to resolve the grievance within five (5) days unless the parties mutually agree otherwise after receipt of the written grievance. If resolution of the grievance is not within the authority of the Fire Chief, he/she shall inform the grievant and his/her representative at this meeting and will advance the grievance to Step 2 of the grievance procedure.

If the resolution of the grievance is within the Fire Chief's authority to resolve, he/she shall render a decision in writing within ten (10) days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employees and the employees' representatives.

Step 2: If the Fire Chief's decision is unsatisfactory, the employee/Union may, within ten (10) 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 five (5) calendar days after receipt of the grievance. The Town Manager shall render a decision in writing, within ten (10) days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employees and the employees' representatives.

Step 3: If the Town Manager's decision 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) 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 parties can seek an arbitrator from either American Arbitration Association, the Federal Mediation and Conciliation Service or single arbitrator, whichever is available and mutually agreeable to the parties. Thereafter, in so much as possible, the arbitrator shall hold a hearing within thirty (30) days, but no later than ninety (90) days.

Step 4: Arbitration Procedure: The arbitrator shall confine himself/herself to the issues raised during the grievance as submitted during Step 3 and any evidence related thereto. The arbitrator shall have no authority to add to, subtract from or modify any of the provisions of this Agreement. The arbitrator shall hold a hearing and decide the issue presented within thirty (30) days, but no later than ninety (90) days of being selected. The arbitrator's decision shall be final and binding on the parties.

G. Miscellaneous Provisions:

1. For the purpose of this article, the word "day" shall mean business day.
2. 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.
3. Failure by the grievant or the union to adhere to the time limits within this grievance procedure shall terminate the grievance as null and void.
4. Failure of the Town or its representative to render a decision within the specified time shall be construed as denial of the grievance.
5. Time limits outlined in this article may be extended by written mutual consent of the parties.
6. 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.

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.

ARTICLE 33 - LAYOFF AND RECALL

- A. LAYOFF. In the event the Town determines it is necessary to lay off personnel in the fire department, Employees shall be laid-off in reverse order of seniority.

- B. RECALL. Employees with the greatest seniority shall be recalled first. For three (3) years after such a lay-off, no new employee, temporary, permanent or otherwise, shall be hired by the Town for employment within the Union until all previously laid-off employees have been given a written notice to their last known address of an opportunity to return to work within thirty (30) days.

ARTICLE 34 - RETIREMENT

The Town will provide a benefit pursuant to 5 M.R.S.A. § 18453(2), the Town will provide two-thirds (2/3) average final compensation after twenty-five (25) years of service with no age requirement under the Maine Public Employees Retirement System, Special Plan 3C. The parties acknowledge that the annual premium rates, specific plan elements, and calculation of retirement benefits are subject to the decisions of Maine Public Employees Retirement System and not within the Town's purview. New hires after July 1, 2024, may elect to participate in the Town-sponsored plan offered to non-union employees in lieu of Maine Public Employees Retirement System, Special Plan 3C. In addition, all employees may still decide to contribute their own funds to the ICMA retirement system.

ARTICLE 35 - LABOR MANAGEMENT COMMITTEE

- A. The parties agree to establish and maintain a "Labor/Management Committee" to facilitate communication between labor and management with the intent of handling issue of concern informally and maintaining a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever-changing needs of the Department.
- B. The purpose of this Committee is to assist in developing a quality Labor Management relationship between the parties. The Committee is designed to provide a means for allowing the Town, the Fire Department and the Union to become 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 Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Department employees.
- C. The parties will create a Memorandum of Understanding that will govern how the parties will establish, maintain and implement the intent and spirit of this article.

ARTICLE 36 - SAVINGS CLAUSE

- A. If any provision of this Agreement shall be contrary to any law of the United States or the State of Maine, that provision shall be deemed invalid and such invalidity shall not affect the validity of the remaining provisions.
 - 1. In such event, the parties, upon request of the other, shall meet and negotiate within thirty (30) days regarding such invalid provisions.

B. If any provision of the Agreement shall be contrary to an ordinance, rule or regulation of the Town, the language of this Agreement shall control.


ARTICLE 37 - DURATION OF AGREEMENT

This Agreement shall be effective as of the date of execution and remain in full force and effect until midnight on June 30, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 120 days prior to the anniversary date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of renegotiation until notice of termination of this Agreement is provided to the other party.


Dated at Hermon, Maine this 18 day of July, 2024.

HERMON PROFESSIONAL FIREFIGHTERS
Local 5458, International Association
Of Firefighters, AFL-CIO


TOWN OF HERMON, MAINE



Aaron Jellison, President



Stephen Fields, Town Manager



Byron Ouellette, VP/Secretary



Cody Sullivan, Fire Chief



Devin Plant, Treasurer

**Attachment 1
Hermon Fire Schedule Rotation Illustration**

2024

JANUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

A CREW			B CREW			C CREW		
---------------	--	--	---------------	--	--	---------------	--	--

D CREW						
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Attachment 2
Hermon Fire Swap Slip

Date of Substitution: _____

Employee Scheduled: [printed name] _____

[signed] _____

Employee Substituting: [printed name] _____

[signed] _____

Full Shift: _____ Partial Shift: [hours] _____

Date Recorded & Submitted: _____

**Attachment 3
Wage Scale**

A. Effective from date of execution through June 30, 2025:

Position	A 0-2.0 years	B 2.1-4.0 years	C 4.1-6.0 years	D 6.1-8.0 years	E 8.1-10.0 years	F 10.1-12.0 years	G 12.1-14.0 years	H 14.1+ years
FF/EMT-B	22.25	22.50	22.75	23.00	23.25	23.50	23.75	24.00
FF/EMT-A	24.25	24.75	25.25	25.75	26.25	26.75	27.25	27.75
FF/MEDIC	29.50	30.25	31.00	31.75	32.50	33.25	34.00	34.75
Lieutenant	35.00							
Captain	36.00							
Deputy Chief	37.00							

B. Effective from July 1, 2025, through June 30, 2026:
(represents a 3% increase over prior year)

Position	A 0-2.0 years	B 2.1-4.0 years	C 4.1-6.0 years	D 6.1-8.0 years	E 8.1-10.0 years	F 10.1-12.0 years	G 12.1-14.0 years	H 14.1+ years
FF/EMT-B	22.92	23.18	23.43	23.69	23.95	24.21	24.46	24.72
FF/EMT-A	24.98	25.49	26.01	26.52	27.04	27.55	28.07	28.58
FF/MEDIC	30.39	31.16	31.93	32.70	33.48	34.25	35.02	35.80
Lieutenant	36.05							
Captain	37.08							
Deputy Chief	38.11							

C. The positions of Lieutenant, Captain, and Deputy Chief may only be held by employees who are FF/MEDICs.)*

*Notwithstanding this requirement, Deputy Chief Simmons may continue as Deputy Chief as a FF/EMT-A for as long as he remains employed by the Hermon Fire Department.

MEMORANDUM OF UNDERSTANDING

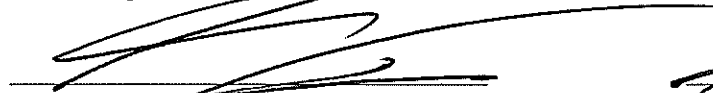
This agreement will be followed by the Town of Hermon and L5458 to align members covered by the collective bargaining contract and this MOU until dates and steps have been achieved.

Seniority and step adjustment list.

Name	Date of Hire	Wage Step	Next Wage Step Date	Vacation Step	Nex Vacation Step Date
Simmons	01/26/2015	Deputy Chief	n/a	3	07/01/2028
Ouellette	07/01/2023	Captain	n/a	3	07/01/2028
Plant	08/13/2023	C	08/13/2026	1	08/13/2027
Andersen	10/08/2023	C	10/08/2026	1	10/08/2027
Jellison	12/22/2023	G	12/22/2026	3	07/01/2028

Dated at Hermon, Maine this 18 day of July, 2024.


HERMON PROFESSIONAL FIREFIGHTERS TOWN OF HERMON, MAINE
 Local 5458, International Association
 Of Firefighters, AFL-CIO



 Aaron Jellison, President



 Stephen Fields, Town Manager



 Byron Ouellette, VP/Secretary



 Cody Sullivan, Fire Chief



 Devin Plant, Treasure r