



Town of Casco

Selectboard Regular Meeting Agenda

March 18, 2025 at 6:00 PM

Casco Community Center

Regular Meeting

1. Review and approval of the meeting agenda
2. Approval of bills and signing and approval of all open warrants
3. Approval of Minutes: March 4, 2025
4. Public Participation for non-Agenda items
5. Manager's Update

Old Business

6. The Selectboard will discuss discrepancies between Town and Library property lines, deeds, and other land-related discrepancies.
7. The Selectboard will discuss the sign garage.

New Business

8. The Selectboard will consider approving February 25, 2025 Special Town Meeting minutes.
9. The Selectboard will consider a contract with IAFF 5372 for a period between 07/01/2025 and 06/30/2028.
10. The Selectboard will consider the bids for the Edwards Road box culvert project.
11. The Selectboard will discuss appointments to the Ad Hoc Water Committee.
12. Selectboard Comments

Executive Session

13. Executive Session to discuss Concealed Weapons Permits per Title 25, Part 5, Chapter 252, Section 2006 for application 03/18/2025A, 03/18/2025B, 03/18/2025C, 03/18/2025D and 03/18/2025E.
14. Executive Session pursuant to 1 M.R.S.A.405(6)(E) Consultation with legal counsel.
15. Adjournment

Reminders to the Attending Public: Selectboard meetings are open to the public, but the public may not speak unless recognized by the Board Chair or Vice Chair in their absence. Except during a public hearing, comment time is limited to 2 minutes per speaker during public participation or on agenda items. Matters related to personnel will not be heard.

Future meeting dates (subject to change)

Month DD, YYYY at HH:MM PM Meeting Name

March 19, 2025 @ 6:00 PM Ad Hoc/Capital Improvement Committee meeting

March 24, 2025 @ 6:30 PM Planning Board

March 24, 2025 @ 5:30 Finance Committee/Selectboard Workshop

April 1, 2025 @ 6:00 PM Regular Selectboard Meeting



Town of Casco

Selectboard Regular Meeting Minutes

March 04, 2025 at 6:00 PM

Casco Community Center

Selectboard Members present: Scott Avery, Bob MacDonald, Grant Plummer, Gene Connolly
Absent: Mary Fernandes

Regular Meeting

1. Review and approval of the meeting agenda

The Selectboard moved and seconded to approve the meeting agenda.

Motion made by Avery, Seconded by MacDonald.

Voting Yea: Avery, Connolly, MacDonald, Plummer

2. Approval of bills and signing and approval of all open warrants

The Selectboard moved and seconded to approve all bills and signing of all open warrants.

Motion made by MacDonald, Seconded by Plummer.

Voting Yea: Avery, Connolly, MacDonald, Plummer

3. Approval of Minutes: February 18, 2025

The Selectboard moved and seconded to accept the minutes from the February 18, 2025 meeting as presented.

Motion made by Avery, Seconded by MacDonald.

Voting Yea: Avery, Connolly, MacDonald, Plummer

4. Public Participation for non-Agenda items

Amy Brown- Wanted to make town aware of scam text received.

5. Manager's Update

A. Selectboard member Grant Plummer and I had a conversation with David Kimball about his lengthy property problem. We are in the process of reviewing all the deeds associated with the property to determine if we can provide him with any additional assistance in resolving this dispute.

B. On February 19th, I met with the Managers Naples, Windham, and Cumberland County along with representatives of Opportunity Alliance, Cumberland County and Levine Planning Strategies. The report provides a synopsis of their study and recommended action items. This meeting also fostered a healthy dialogue about possibilities within our communities. The report is approximately 116 pages, which is too lengthy for this document. I will forward the report to any interested person.

C. The bids for the Edwards Road project will be opened on March 6th at 2:00 pm. The bids will be brought to the Selectboard on March 18th for awarding of the project.

D. Loon Echo Land Trust advised they were contacted by the Casco Bay Estuary Partnership that the federal funding for our open space planning work is again available and that we should feel comfortable moving forward with the work. I am working with the Loon Echo to create the Request for Proposals for this Open Space Planning service.

Old Business

6. The Selectboard will consider applicants for the Finance Committee

The Selectboard moved and seconded to appoint Timothy Walsh to Finance Committee.

Motion made by Avery, Seconded by Plummer.

Voting Yea: Avery, Connolly, MacDonald, Plummer

7. The Selectboard will consider applicants for the Capital Improvement Ad Hoc Committee.

The Selectboard moved and seconded to appoint Joseph Armanti, Todd Crawford, Joseph DeMartin, Robert Guy, Rachel Millette and David Plante to the Capital Improvement Ad Hoc Committee.

Motion made by MacDonald, Seconded by Plummer.

Voting Yea: Avery, Connolly, MacDonald, Plummer

8. The Selectboard will discuss discrepancies between Town and Library property lines, deeds, and other land-related discrepancies.

Discussion only. No action was taken.

9. The Selectboard will discuss the sign garage.

New Business

10. The Selectboard will discuss updates on legal enforcement actions.

Discussion only. No action was taken.

11. The Selectboard will consider contracting with Resort Reality Advisors

The Selectboard moved and seconded to contract with Resort Reality Advisors to assist Cumberland County Regional Assessing with revaluation appeals.

Motion made by Avery, Seconded by Plummer.

Voting Yea: Avery, Connolly, Plummer

Voting Abstaining: MacDonald

12. The Selectboard will discuss the Town Manager's initial proposed FY26 budget.

Discussion only. No action was taken.

Executive Session

13. Adjournment

Scott Avery announced that our Recreation Director Beth Latsey now has an award named after her.

Grant Plummer was hoping to have roads posted by now. Grant also wanted to go into Executive Session but it was determined by the rest of the board not to proceed into executive session.

Gene wanted to thank Tony and staff for gathering budget information and putting together notebooks.

The Selectboard moved and seconded to adjourn at 6:46pm.

Motion made by Avery, Seconded by MacDonald.

Voting Yea: Avery, Connolly, MacDonald, Plummer

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Future meeting dates (subject to change)

March 6, 2025 @ 6:00 PM Safe Street Committee meeting

March 10, 2025 @ 5:30 PM Finance Committee/Selectboard budget workshop

March 10, 2025 @ 6:30 PM Planning Board workshop

March 11, 2025 @ 5:30 PM Finance Committee/Selectboard budget workshop

March 17, 2025 @ 5:30 PM Finance Committee/Selectboard budget workshop

March 18, 2025 @ 6:00 PM Selectboard Regular Meeting



Manager's Memorandum
March 18, 2025, Selectboard Meeting

Item 5.#

To: Selectboard
From: Tony Ward, Town Manager
Date: 03-13-2025
Re: Selectboard meeting 03-18-2025

Below are notes for agenda items for the March 18, 2025, meeting

5. Managers' Update

- A. Cumberland County is holding an informational meeting related to the Community Emergency Response Team (CERT). We will post more information about this informational session once it is received.
- B. Casco Town roads were posted on March 10th and are scheduled to last until May 1st. The end date of the posting can be changed based on the road and future weather conditions.
- C. I anticipate the Selectboard being invited to a future Capital Improvement Implementation Committee workshop with a focus on the Selectboard and Committee's short-term priorities.
- D. We anticipate that the RFID system at Bulky Waste will be installed during the first week of April. Both Naples and Casco are providing BTek the bulky waste information necessary for data entry prior to installation. We anticipate the re-lining of the Transfer Station to occur during a similar time frame. Once firm dates are identified, the Selectboard and public will be notified.
- E. The Selectboard and Finance Committee are completing their initial workshops. The date(s) for additional workshop or meetings will be posted once determined.

Old Business

6. The Selectboard will discuss discrepancies between Town and Library property lines, deeds, and other land-related discrepancies.

A continuation of the dialogue related to the boundary lines and the necessity for a future contract zone agreement.

7. The Selectboard will discuss the sign garage.

As previously discussed, the building located opposite the Crooked River Snowmobile Club is storage for the Town. The discussion led to no guidance on whether the Selectboard wished to demolish the building in the future or maintain it for storage. If the building is razed, the Town should located alternate locations for storing the Public Works materials. See below for additional information provide at the February 4, 2025, Selectboard meeting.

I was contacted by the Crooked River Snowmobile Club related to the Town Garage located directly in front of their club house. They advised that they had an agreement with Dave Morton to either move the garage or raze the garage upon completion of their club house. I cannot find any documentation about this agreement and Crooked River Snowmobile Club stated it was a verbal agreement between the two (2) parties.

I have included the signed agreement between the two parties and this discussion is not covered in the agreement. According to Jensen Baird, this agreement that Crooked River Snowmobile Club is the owner of the building while they occupy it. Once they cease operating within this building, the building becomes Town property. The land which the building belongs to the Town and the Club is leasing the right to use this land.

New Business

8. The Selectboard will consider approving February 25, 2025, Special Town Meeting minutes.

Included in the Selectboard packet is draft minutes from the February 25, 2025, Special Town Meeting.

9. The Selectboard will consider a contract with IAFF 5372 for a period between 07/01/2025 and 06/30/2028.

Include in your packet is the contract that has been tentatively agreed between the Town of Casco and IAFF 5372 for the period of July 1, 2025, to June 30, 2028. The IAFF 5372 membership ratified the tentatively agreed upon contract. Include in the packet are both a red line and non-marked version of the contract.

10. The Selectboard will consider the bids for the Edwards Road box culvert project.

The Request for Proposals bids for the Edwards Road Box Culvert project were due on March 6, 2025, at 2:00 pm. The Town received 5 bids for the project. The bids were (in the order received);

Contractor Name	Lump Sum Bid
Baldwin & Sons, LLC	\$231,560.00
RN Willey & Sons Excavating, Inc.	\$229,640.25
J Pratt Construction, Inc.	\$298,450.00
Leavitt Earthworks Co., Inc.	\$485,064.00
Pratt & Sons, Inc.	\$386,100.00

Included in the Selectboard packet is Gorrill Palmer's evaluation of the bids and the apparent lowest bidder.

Staff and I are familiar with several of the companies, and they would complete the task as outlined in the RFP. We recommend the Selectboard award the Edwards Road Culvert project to RN Willey & Sons Excavation, Inc. pending funding Town Meeting.

11. The Selectboard will discuss appointments to the Ad Hoc Water Quality Committee.

At a previous meeting, the Selectboard authorized the initiation of the ad hoc committee to deal with the Town's water quality. The Town posted the development of this committee and requested residents participate in this committee. To date, the Town has received eight (8) requests to participate on this committee.

They are *Jim Arsham, Diane Cormier, Maggie Daigle, Pam Edwards, Tom McCarthy, Sarah Monarch, Levi Thorton & Eileen Tidd*. I have included their interest notifications with your package.

In addition, I received e-mails from interested organizations that could assist with this committee.

GROUND LEASE AGREEMENT

[Tax Map 38, Lot 32]

THIS GROUND LEASE AGREEMENT (hereinafter referred to as the "Lease") is made this 23 day of April, 2021 by and between the **INHABITANTS OF THE TOWN OF CASCO**, a Maine municipal corporation with a principal place of business and mailing address of 635 Meadow Road, Casco, Maine 04015 (hereinafter, the "LANDLORD"), and **CROOKED RIVER SNOWMOBILE CLUB**, a Maine nonprofit corporation whose mailing address is P.O. Box 42, South Casco, Maine 04077 (hereinafter called the "TENANT"). The LANDLORD and the TENANT are at times collectively referred to herein as the "Parties" or individually as the "Party."

W I T N E S S E T H:

In consideration of the mutual covenants and agreements contained herein, the LANDLORD and the TENANT hereby agree with each other as follows:

SECTION 1. Premises: The LANDLORD hereby leases to the TENANT, and the TENANT hereby leases from the LANDLORD, for the term and upon and subject to the terms, conditions, covenants and provisions set forth in this Lease, a certain portion of a parcel of land located in the Town of Casco, County of Cumberland, and State of Maine, which is more particularly depicted in **Exhibit A** which is attached hereto and made a part hereof by reference (the "Premises").

SECTION 2. Term: The Term of this Lease shall commence on the date hereof (the "Commencement Date") and shall continue thereafter for a period of twenty (20) years, unless sooner terminated in accordance with the terms and conditions hereof (the "Term"). The LANDLORD and the TENANT shall have the joint option to renew the Lease for an unlimited number of successive twenty (20) year periods (the "Renewal Terms"), if the Parties mutually agree on the terms of such renewal, including any increase in Rent, by the end of the initial Term.

SECTION 3. Rent: The TENANT covenants and agrees to pay to the LANDLORD, as rent for the Premises, One and 00/100 Dollars (\$1.00) per year (the "Rent").

SECTION 4. Use and Restrictions: The Leased Premises shall be used to construct a club house building for the TENANT's members (the "Building") and associated utility connections, along with ancillary parking, all of which shall be constructed in the locations specified on **Exhibit A** (the "Plan"). The Building shall be used exclusively for the operation of the Tenant's club house and activities related thereto, except as otherwise agreed to in writing between the parties (collectively the "Permitted Use(s)"). At no time shall the use of the Leased Premises violate any occupancy restrictions imposed by the Fire Department or any other law, regulation, or restriction imposed by any local, state, or Federal authority.

SECTION 5. Taxes, Utilities, Maintenance:

(a) The TENANT shall, during the Term of this Lease, pay and discharge punctually, all taxes, special and general assessments, water and sewer charges, utility charges, heating and electricity charges, if any, with respect to the Leased Premises or any part thereof, or any improvements, appurtenances, or equipment owned by the TENANT thereon or therein, it being the understanding that the TENANT shall be exclusively responsible for all costs related to the Leased Premises and any improvements thereon during the Term or any renewal thereof, including without limitation the septic system to be designed, installed, and maintained for TENANT's exclusive use of the Premises for the uses authorized in Section 4 of this Lease.

(b) The TENANT, at its own cost, shall, during the Term of this Lease, keep, maintain and repair the Premises in good and safe condition, which such maintenance and repair responsibilities shall include, without limitation, maintenance and repair of any parking and access areas, maintenance and repair of all required exterior lighting and exterior lighting apparatuses, as well as the comprehensive maintenance and repair of the Building the associated septic system, and all water and wastewater connections, it being the understanding that the TENANT shall be exclusively responsible for all costs related to the Leased Premises and for the construction, maintenance, and repair of any improvements thereon during the Term or any renewal thereof, as further specified in Section 6 of this Lease.

(c) Without limiting the foregoing, the TENANT shall, at its own cost, be responsible for clearing all snow and applying proper sand, salt, or grit, to all paved portions of the Premises.

SECTION 6. Construction of Improvements:

(a) **Generally:** The TENANT, at its own cost and expense and after consulting with the LANDLORD and obtaining the LANDLORD's written consent, shall be permitted to construct the planned improvements shown on the Plan, including but not necessarily limited to the Building, and may make changes, improvements, alterations, substitutions, repairs, replacements, demolitions and/or additions thereto, all of which shall be subject to the written approval of the LANDLORD, and subject to the TENANT's receipt of all necessary and applicable approvals from state or municipal authorities. All construction work performed by the TENANT and its contractors shall be performed in a good and workmanlike manner, employing material of good quality and complying with all governmental requirements. The TENANT agrees that all such construction work shall be prosecuted diligently and continuously until the construction has been completed as evidenced by an unconditional certificate of occupancy. The LANDLORD shall not be obligated under this Lease to provide any services to the TENANT, the Premises or with respect to the construction of the improvements, or to perform any other obligations with respect thereto.

(b) **Approvals Required:** The TENANT, at its own cost and expense, shall apply for and prosecute with reasonable diligence all necessary approvals required for the construction mentioned in subparagraph (a) of this Section, including but not limited to obtaining needed building permits and site plan approvals.

(c) **Landscaping and Site Work.** The TENANT shall, as a condition of this Lease, complete all landscaping and site work contemplated by, and in the location proposed, by the Plan. To the extent not shown on the Plan, the TENANT may remove, raze, and/or destroy such trees, plants, shrubs, and topsoil existing on the Property, but only after consulting with the LANDLORD and obtaining the LANDLORD's written consent with respect to same.

(d) **Well Connection:** The TENANT shall, at its own cost and expense, establish suitable water service for the Building and all other permitted uses of the Premises between the Building and the well already in existence on the LANDLORD's adjoining property, which is specifically not part of the Premises. (the "Well Connection"). The TENANT shall, to the extent required by local ordinance or state law or administrative regulation, apply for and receive an adequate permit or other authorization permitting the aforementioned Well Connection, as well as for the operation of the same. During the Term of this Lease, the TENANT shall be solely responsible for the repair and maintenance of the Well Connection, including but not limited to the well itself and all pipes, drains, conduits, and other structural and non-structural components required for the operation of the same. The TOWN makes no representation as to the quality or potability of any water extracted from the aforementioned well and specifically disclaims any warranty, express or implied, applicable to the same. The TENANT shall be responsible for notifying the Landlord before it undertakes the installation of the connection and prior to any repair of the connection once it is established. In addition, the TENANT shall be responsible for restoring any of disturbance in the connection area to its prior condition, to the satisfaction of the LANDLORD, unless the LANDLORD approves some other level of restoration.

(e) **Septic System:** The TENANT shall, at its own cost and expense, install a septic system on the Premises in a size and layout sufficient to meet the requirements of the State of Maine's Subsurface Wastewater Disposal Rules, 10-144 C.M.R. ch. 241, as amended, and in the location more particularly depicted on the Plan (the "Septic System"). The Septic System must be designed by a qualified, licensed professional, and said design must be approved by the Town of Casco Code Enforcement Officer or his designee prior to installation. During the Term of this Lease, the TENANT shall be solely responsible for maintaining the Septic System in proper working condition, and all necessary maintenance and repairs to the same shall be performed at TENANT's sole expense.

SECTION 7. Disposition of Improvements on Termination of Lease: On the expiration or any earlier termination of this Lease, the TENANT shall vacate the Leased Premises, leaving the Premises free and clear of any liens and encumbrances, and the LANDLORD shall become the owner of any buildings or improvements located thereon, including but not limited to the Building, the Well Connection, and the Septic System. The TENANT shall execute any transfer documents reasonably requested by the LANDLORD to evidence same, as well as any other instrument reasonably requested by the LANDLORD to effectuate same.

SECTION 8. Requirements of Public Authority: During the Term of this Lease, the TENANT shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal,

state, county, municipal, and local governments and of all other governmental authorities affecting the Leased Premises or appurtenances thereto or any part thereof, whether the same are in force at the commencement of the Term of this Lease or may in the future be passed, enacted or directed.

SECTION 9. Reservation of Use of Leased Premises: The LANDLORD, for the benefit of third parties and the general public, as well as for the protection of the Premises and the LANDLORD's interest in same, reserves the right to enter upon the Premises, at all reasonable times, to inspect the Premises, confirm compliance with this Lease, and for all other reasonable purposes related thereto.

SECTION 10. TENANT's Covenants: The TENANT covenants and agrees as follows:

(a) Upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it (except as provided for in Paragraph 7 above) and to yield up peaceably to the LANDLORD the Premises in good order, repair and condition, damage by taking, fire and other insured casualty, and reasonable wear and tear only excepted.

(b) Not to make any use of the Premises which is improper, offensive or illegal, or not a Permitted Use, or authorize or allow another to do the same; nor to permit any act or thing to be done on the Premises which shall constitute a nuisance or waste or which may make void or voidable any insurance on said Premises or the Building or any improvements thereon.

(c) To keep the Premises free of liens for labor and materials and to save the LANDLORD harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or arising out of any work done by or on behalf of the TENANT.

(d) To permit the LANDLORD and its agents to examine the Premises and to permit the LANDLORD to enter said Premises as may be required by the LANDLORD under the terms of this Lease, provided that such entry shall be during normal business hours (except in the case of emergency) and shall not unreasonably interfere with the conduct of the TENANT's business.

SECTION 11. Assignment and Subletting; Amendments: The TENANT may not assign or sublease this Lease or any sublease of all or any part of the Leased Premises without the written consent of the LANDLORD. No provision of this Lease may be modified or altered except by written agreement of the parties.

SECTION 12. Non-Waiver of Immunity; Indemnity:

The TENANT hereby agrees to indemnify, defend, and hold harmless the LANDLORD from all claims, demands, liabilities and suits (including reasonable attorney's fees) of any nature whatever arising out of, because of or due to the breach or default of the Lease by the TENANT, its employees, guests, invitees or contractors, or due to any act, occurrence or event by the TENANT, its employees, guests, invitees or contractors, or in any way due to the use of the Leased Premises by the TENANT, its employees, guests, invitees or contractors, which

indemnification shall survive the termination of this Lease with respect to any claims or liability accruing prior to any termination.

Notwithstanding the foregoing, nothing in this Lease is intended, or shall be construed, to constitute a waiver of any defense, immunity or limitation of liability that may be available to the LANDLORD or any of its officers, agents or employees, pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*), any State or federal statute, the common law or any other privileges or immunities as may be provided by law, or any immunity that may be available to the TENANT pursuant to 14 M.R.S. § 159-A.

SECTION 13. Insurance:

The TENANT and its contractors shall maintain, at its expense, throughout the Term and any renewal thereof, insurance against loss or liability in connection with bodily injury or property damage arising out of the use of the Premises by the TENANT or its agents, employees, officers, invitees, visitors and guests, under one or more policies of general public liability insurance having limits as to each of not less than Four Hundred Thousand Dollars (\$400,000.00) for each occurrence or any higher limit as may be established by amendment of the Maine Tort Claims Act (14 M.R.S. §§ 8101-8118) and such policy shall name the LANDLORD as an additional insured. Such policy shall be cancelable or materially altered only upon at least thirty (30) days prior written notice to the LANDLORD. The TENANT shall provide evidence of such insurance to the LANDLORD prior to, but in any event no later than the execution of this Lease by both Parties.

The TENANT, at its own cost, shall procure and maintain standard "All Risks" property insurance throughout the Term, including Builder's Risk insurance during any period of construction, naming the TENANT as insured and the LANDLORD as additional insured, in an amount not less than One Hundred Percent (100%) of the full replacement cost of the Building and any insurable improvements situated on the Leased Premises and all leasehold improvements made by the TENANT, if any.

The TENANT shall maintain such insurance as will protect it from claims under Workers Compensation Acts and other employee benefit acts as may be applicable and as will protect the LANDLORD and the TENANT from claims for damages because of bodily injury, including death, and from claims for damages to property, which may arise out of or in connection with such work whether performed by the TENANT or by the TENANT's contractors or subcontractors or anyone directly or indirectly employed by any of them; and the TENANT shall defend the LANDLORD and save the LANDLORD harmless and indemnified from all injury, loss, liability claims or damage to any person or property occasioned by or arising out of such work.

SECTION 14. Quiet Enjoyment: The TENANT, upon observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept shall quietly have, hold and enjoy the Leased Premises during the Term of this Lease, without hindrance, molestation or disturbance.

SECTION 15. Condition of Premises: The Premises are being leased by the TENANT in their AS IS condition, WITHOUT REPRESENTATION OR WARRANTY by the LANDLORD. The TENANT acknowledges that it has inspected the Premises and has found it to be satisfactory.

SECTION 16. Defaults:

(a) The following shall constitute a default of the TENANT hereunder:

(i) The TENANT shall fail to pay any sum payable under the terms of this Lease, whether to the LANDLORD or to any other third party, within thirty (30) days after written notice thereof by the LANDLORD;

(ii) The TENANT shall neglect or fail to perform or observe any term, provision, or covenant herein contained on the TENANT's part to be performed or observed, that is not otherwise specified as an event of default under this paragraph, and the TENANT shall fail to remedy the same within thirty (30) days after the LANDLORD shall have given to the TENANT written notice specifying such neglect or failure, or within such longer period as may be reasonably required to cure such default if it is of such nature that it can be cured, but not within such thirty (30) day period; provided, however, that the TENANT promptly commences to remedy such default and proceeds with reasonable diligence thereafter to cure such default;

(iii) This Lease or the Leased Premises or any part thereof shall be taken upon execution or by other process of law directed against the TENANT or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against the TENANT, and such attachment is not discharged or disposed of within sixty (60) days after the levy thereof;

(b) This Lease is made on condition that from and after the happening of any of the events of default itemized above (notwithstanding any license or any former breach of covenant or waiver of the benefit hereof or consent in a former instance), the LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon said Leased Premises or any part thereof in the name of the whole, and repossess the same as of its former estate, and expel the TENANT and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant and upon entry as aforesaid this Lease shall terminate and title to any improvements shall transfer to the LANDLORD in accordance with Section 7.

SECTION 17. Waivers: Notwithstanding anything contained herein, failure of the LANDLORD to complain of any act or omission on the part of the TENANT, no matter how long the same may continue, shall not be deemed to be a waiver by the LANDLORD of any of its rights hereunder. The receipt of rent by the LANDLORD with knowledge of any breach of this Lease by the TENANT or of any default by the TENANT in the observance or performance of any of the conditions or covenants of this Lease shall not be deemed to be a waiver of any provision of this Lease or of any of the LANDLORD's rights hereunder. No waiver by the LANDLORD at any time, express or implied, of any breach of any provision of this Lease shall

be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

SECTION 18. Termination: This Lease shall terminate upon (i) any of the events specified herein in this Lease, (ii) at the election of the LANDLORD for any “just cause” not provided for herein in this Lease with ninety (90) days written notice to the TENANT, or (iii) at the election of the TENANT for any reason whatsoever with ninety (90) days written notice to the LANDLORD; provided, however, that once the TENANT begins to clear or remove vegetation for the purposes of commencing the construction of any improvements on the Leased Premises, or after any damage to the improvements on the Leased Premises which the TENANT is obligated to repair, the TENANT shall have no right to terminate this Lease until the construction of improvements have been completed, as evidenced by an unconditional certificate of occupancy or other evidence of completion acceptable to the LANDLORD. For the purposes of this Section, “just cause” shall mean any cause based upon reasonable grounds where the LANDLORD determines that there exists a fair and honest cause or reason to terminate the Lease, which cause or reason shall be regulated by good faith, including but not limited to the taking of the Leased Premises, or any portion thereof, by any exercise of the power of eminent domain, including any transfer in lieu thereof.

SECTION 19. DESTRUCTION. In the event that, at any time during the Term of this Lease, the buildings and improvements on the Premises or any of them shall be destroyed or damaged in whole or in part by fire or other casualty, the TENANT, at its own cost and expense, shall cause the same to be repaired, replaced or rebuilt within a period of time which, under all prevailing circumstances, shall be reasonable and in accordance with plans and specifications approved by the LANDLORD. Any insurance proceeds received from the insurance policies required by this Lease, which are payable with respect to damage to the improvements constructed on the Premises by the TENANT, may be used by and shall be made available to the TENANT to offset the TENANT’s expenses incurred in connection with any such repair, replacement, or rebuilding.

SECTION 20. CONSENT OR APPROVAL OF LANDLORD. For any act or thing in this Lease that requires the approval or consent of the LANDLORD, the LANDLORD shall not be deemed to have approved or consented until the written approval or consent of the Selectboard of the LANDLORD has been obtained.

SECTION 21. NOTICES:

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and either hand delivered or sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the other Party at its address set forth herein below, or such other address as either Party may designate by notice given from time to time in accordance with this Section.

All such notices and other communications initially shall be delivered or addressed as follows:

To the LANDLORD at:

Town of Casco
Attention: _____, Town Manager
635 Meadow Road
Casco, Maine 04015

To the TENANT at:

Crooked River Snowmobile Club
c/o _____
P.O. Box 42
South Casco, Maine 04077

Except as otherwise provided herein, all notices shall be effective when mailed.

SECTION 22. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such Term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23. Interpretation; Choice of Law: Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The Section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This Lease and all rights, duties and performance hereunder or hereof shall be governed, interpreted, and construed in accordance with the laws of the State of Maine.

SECTION 24. Hazardous Waste:

The TENANT covenants that it will continuously, during the Term, use and occupy the Leased Premises for the Permitted Use and not to permit, in violation of any Environmental Laws, as hereinafter defined, on the Leased Premises any element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law, including, without limitation, any "oil," "hazardous material," "hazardous waste," "hazardous substance" or "chemical substance or mixture," as for the foregoing terms (in quotations) are defined in any Environmental Laws (the "Hazardous Materials") nor to permit the emission from the Leased Premises of any objectionable noise or odor, nor to use or devote the Leased Premises or any part thereof for any purpose other than the Permitted Use, nor any use thereof which is improper, offensive, or contrary to any present and future laws, statutes, constitutional provisions, rules, regulations, directives, orders, ordinances, codes, rulings, decisions, determinations, requirements and by-

laws enacted or issued by any governmental authority (collectively, "Applicable Laws") or liable to invalidate or increase the premiums for any insurance on the Leased Premises.

As used herein, the term "Environmental Laws" means any federal, State and/or local statute, ordinance, bylaw, code, rule and/or regulation now or hereafter enacted, pertaining to any aspect of the environment or human health.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first above written.

LANDLORD:

INHABITANTS OF THE TOWN OF CASCO

Don Leish

Witness

Don Leish

Witness

Don Leish

Witness

Don Leish

Witness

Don Leish

Witness

Thomas Peaslee

By: Thomas Peaslee

Its: Selectboard Chair

Mary Fernandes

By: Mary Fernandes

Its: Selectboard Vice-Chair

Scott Avery

By: Scott Avery

Its: Select Board Member

Holly B Hancock

By: Holly Hancock

Its: Selectboard Member

Robert MacDonald

By: Robert MacDonald

Its: Selectboard Member

TENANT:

CROOKED RIVER SNOWMOBILE CLUB

Alia Pollard

Witness

Mary Dren

By:

Its: President

TOWN OF CASCO
Special Town Meeting Minutes
February 25, 2025

Town Clerk Penny Bean opened the Special Town Meeting at 6:30pm.

Article 1. Richard Sykes was nominated and elected to serve as moderator to preside at said meeting.

Article 2. It was moved, seconded and voted to permit municipal administrators or staff, and elected State officials, who are not residents of Casco, to speak as appropriate when recognized by the moderator.

Article 3. It was moved, seconded and voted for the Town of Casco (Town) to join the Maine Public Employees Retirement System (MainePERS) as a Participating Local District effective April 1, 2025, and:

- a.) To offer Special Plan 3C to its firefighters who regularly work at least 42 hours per week, 52 weeks per year effective April 1, 2025; and
- b.) To exclude all other employees, including all other elected/appointed officials from participating in MainePERS defined benefit plan; and
- c.) To allow eligible employees who opt to participate in MainePERS the option to purchase prior service upon the employee's full payment of all associated costs. The Town will not participate in the purchase of prior service and so an employee who wish to purchase prior service is responsible for paying the full liability associated with this service; and
- d.) To adopt the provisions of 5 M.R.S. §18252-C as enacted by PL 2021, Chapter 286 as allowed by MainePERS Rule Chapter 803 for its non-participating employees with optional membership who previously declined to participate in MainePERS ("eligible employees") and to comply with the following requirements:
 - i. Beginning in 2025, to annually offer eligible employees who have been employed for less than 5 years the opportunity to join MainePERS on a prospective basis during an open enrollment period from September 1st through November 1st and to provide MainePERS with documentation of each election made by eligible employees under this provision; and

- ii. To calculate employee contributions against gross compensation as with other participating employees and then withhold and report employee contributions for employees who join under this provision on an after-tax basis and remit them to MainePERS (i.e., employee contributions for those who join under this provision are subject to both federal and state income tax); and
- e.) To authorize its Select Board to enter into an agreement with MainePERS to adopt a 457 and/or 401(a) defined contribution plan through the MaineStart program in addition to the defined benefit plan at any time. There is no additional administrative cost to the Town to do this and it will give all Town employees an additional way to save for retirement; and
- f.) To authorize Anthony Ward, Town Manager to sign the defined benefit plan agreement, and any future defined contribution plan agreement between the Town of Casco and the Maine Public Employees Retirement System.

Article 4. It was moved, seconded and voted to appropriate the sum of \$1,500 from unassigned funds to provide a donation to the Casco Raymond Historical Society.

Meeting was adjourned at 6:43pm.

A true copy attest:

Penny A. Bean, Town Clerk

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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

Carl Anderson / Jonathan B. Morrison

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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 deals 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.

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

Commented [AW4R3]: Understood

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.

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. Is it 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 Maine Employee Health Trust, the Town will meet with the IAFF local 5372 and discuss the proposed changes.

Commented [A17]: 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

FY24~~6~~

	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>

FY25~~7~~

	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>

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Collective Bargaining Agreement
Between
Town of Casco, Maine
And the Casco Professional Fire Fighters of Maine
IAFF Local 5372
7/1/2025 – 6/30/2028

Jonathan B. Morrison

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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 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.

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.

10.2 Weekly payrolls will be based upon a non-standard average workweek of 42 hours and will be 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 work hours whether a 48 hour work week or 24 hour work week.

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 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.

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, 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

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: 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 Maine Employee Health Trust, the Town will meet with the IAFF local 5372 and discuss the proposed changes.

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 Baxter PPO or Moosehead PPO plan, the Town will pay an amount equal to 80% of the comparable Arcadia PPO plan and the employee shall pay the remaining amounts.

i.e., Employee A chose Arcadia PPO plan for family. The overall monthly cost for the plan is \$3,039.01 (Employee paying \$607.80 and Town paying \$2,431.21). If employee A chooses Moosehead PPO (Employee pays \$149.68 and the Town pays \$2,431.21).

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.

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

FY26

	0-1	1-2	3-4	5-9	10-14	15-19	20
FF	\$22.87	\$23.49	\$24.17	\$24.84	N/A	N/A	N/A
FF/EMT	\$23.80	\$24.40	\$25.05	\$25.70	\$26.40	\$27.10	\$27.90
FF/AEMT	\$25.56	\$26.24	\$26.69	\$27.63	\$28.41	\$29.14	\$29.91
FF/Medic	\$28.20	\$29.19	\$29.60	\$29.96	\$31.05	\$31.63	\$32.19

FY27

	0-1	1-2	3-4	5-9	10-14	15-19	20
FF	\$23.56	\$24.20	\$24.89	\$25.59	N/A	N/A	N/A
FF/EMT	\$24.51	\$25.13	\$25.80	\$26.47	\$27.19	\$27.91	\$28.74
FF/AEMT	\$26.33	\$27.02	\$27.77	\$28.46	\$29.26	\$30.01	\$30.81
FF/Medic	\$29.05	\$30.06	\$30.49	\$30.86	\$31.98	\$32.57	\$33.15

FY28

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

Recommendation of Award

Client: Town of Casco, Maine
Project: Edwards Road Culvert Replacement
Location: Edwards Road, Casco, Maine
Date of Bid: February 7, 2025
Date of Bid Opening: March 6, 2025 @ 2:00 PM
JN: 3769.08



Bid Summary				
Contractor Name	Lump Sum Bid	Bid Bond	Corporate Authorization	Acknowledged Addenda
Baldwin & Son, LLC	\$ 231,560.00	Y	Y	Y
RN Willey & Sons Excavating, Inc.	\$ 229,640.25	Y	Y	Y
J Pratt Construction, Inc.	\$ 298,450.00	Y	Y	Y
Leavitt Earthworks Co., Inc.	\$ 485,064.00	Y	Y	Y
Pratt & Sons, Inc.	\$ 386,100.00	Y	Y	Y

Observations/Findings:

1. Based on Gorrill Palmer's review of the bids, RN Willey & Sons Excavating, Inc., is the apparent low, responsive bidder.
2. Based on Gorrill Palmer's review of Section 102 and Special Provisions Section 102, it is our recommendation that the Town of Casco issue a Notice of Award to RN Willey & Sons Excavating, Inc. to complete the project, as it would appear to be in the best interest of the project and within the project budget.

Notes:

1. Although Gorrill Palmer Consulting Engineers, Inc. has had working relationships with a number of the contractors, in our opinion, this did not influence the preparation of the bid documents or our findings.

Bid Summary Construction Budget Total:

Lowest Responsive (RN Willey & Sons Excavating, Inc.) \$ 229,640.25

From: [Casco, ME via Casco, ME](#)
To: [Anthony Ward](#)
Subject: Form submission from: Board, Committees, Commission & Council Interest Form
Date: Friday, February 21, 2025 4:08:27 PM

Submitted on Friday, February 21, 2025 - 4:08pm

Submitted by anonymous user: 74.78.89.201

Submitted values are:

Which of the following Boards, Commissions, or Committees are you interested in joining?

Ad hoc Water Quality Committee

Your Name: Diane Cormier

Street Address: 183 WATKINS SHORES RD

City, State, Zip Code: 04015

Phone Number: [REDACTED]

email Address: [REDACTED]

Are you currently serving on other Boards, Commissions, or Committees? No

Have you ever served on any Boards, Commissions, or Committees in the past? No

Do you have any areas of special interests and/or skills?

I am a member of the Thomas Pond's Improvement Association and advocate for preserving the water quality of Thomas Pond as a member of Watkins Shores Road Association. I am a supporter of the Lake Stewards of Maine and have attended their annual state conference in the past.

(my apologies if this is the second submission, as I was unclear if the first form was submitted properly.)

The results of this submission may be viewed at:

<https://www.cascomaine.org/node/6881/submission/7286>

From: [Casco, ME via Casco, ME](#)
To: [Anthony Ward](#)
Subject: Form submission from: Board, Committees, Commission & Council Interest Form
Date: Thursday, February 20, 2025 6:43:00 PM

Submitted on Thursday, February 20, 2025 - 6:42pm

Submitted by anonymous user: 67.253.96.151

Submitted values are:

Which of the following Boards, Commissions, or Committees are you interested in joining?

Ad hoc Water Quality Committee

Your Name: Jim Arsham

Street Address: 12 Tall Timbers Ln

City, State, Zip Code: Casco, ME. 04015

Phone Number: [REDACTED]

email Address: [REDACTED]

Are you currently serving on other Boards, Commissions, or Committees?

Yes.

Open Space Commission

Have you ever served on any Boards, Commissions, or Committees in the past? No

Do you have any areas of special interests and/or skills?

I currently patrol a section of Pleasant Lake for Invasive Plants for .
the PLPPA.

Also take bi-weekly water

Quality tests, Secchi Disk (water clarity) and Oxygen and Temperature testing in Pleasant
Lakefor Lake Stewards of Maine. The data collected is managed by the State of Maine.

The results of this submission may be viewed at:

<https://www.cascomaine.org/node/6881/submission/7266>

From: [Casco, ME via Casco, ME](#)
To: [Anthony Ward](#)
Subject: Form submission from: Board, Committees, Commission & Council Interest Form
Date: Wednesday, March 5, 2025 11:43:57 AM

Submitted on Wednesday, March 5, 2025 - 11:43am

Submitted by anonymous user: 74.78.80.145

Submitted values are:

Which of the following Boards, Commissions, or Committees are you interested in joining?

Ad hoc Water Quality Committee

Your Name: Levi Thornton

Street Address: 84 Mayberry Hill Rd

City, State, Zip Code: Casco, ME 04015

Phone Number: [REDACTED]

email Address: [REDACTED]

Are you currently serving on other Boards, Commissions, or Committees? No

Have you ever served on any Boards, Commissions, or Committees in the past? No

Do you have any areas of special interests and/or skills? I am a member of the Pleasant Lake / Parker Pond Association, working with the board. Submitting my interest after discussing with Benae Francis, President.

The results of this submission may be viewed at:

<https://www.cascomaine.org/node/6881/submission/7316>

From: [Casco, ME via Casco, ME](#)
To: [Anthony Ward](#)
Subject: Form submission from: Board, Committees, Commission & Council Interest Form
Date: Wednesday, March 5, 2025 3:11:47 PM

Submitted on Wednesday, March 5, 2025 - 3:11pm

Submitted by anonymous user: 104.28.39.23

Submitted values are:

Which of the following Boards, Commissions, or Committees are you interested in joining?

Ad hoc Water Quality Committee

Your Name: Maggie Daigle

Street Address: 88 Red Oak Ridge

City, State, Zip Code: Casco, ME 04015

Phone Number: 2 [REDACTED]

email Address: [REDACTED]

Are you currently serving on other Boards, Commissions, or Committees? no

Have you ever served on any Boards, Commissions, or Committees in the past? no

Do you have any areas of special interests and/or skills? In my career I served in various roles in communications and marketing so I have strong skills in writing, editing, computer skills, graphic design and art (I am now an Artist). I am a lifelong sailor and a former USCG captain. I care about our town and believe our water quality is important to monitor and protect.

The results of this submission may be viewed at:

<https://www.cascomaine.org/node/6881/submission/7326>

From: [REDACTED]
To: [Anthony Ward](#)
Subject: Water Quality Ad Hoc committee
Date: Tuesday, March 4, 2025 12:51:11 PM

Hi Tony,
Please add my name to the list of people to be considered for the water quality ad hoc committee.
How many people have already signed up?

Thanks!

Pam Edwards

From: [Casco, ME via Casco, ME](#)
To: [Anthony Ward](#)
Subject: Form submission from: Board, Committees, Commission & Council Interest Form
Date: Wednesday, February 26, 2025 8:25:49 AM

Submitted on Wednesday, February 26, 2025 - 8:25am

Submitted by anonymous user: 192.241.179.18

Submitted values are:

Which of the following Boards, Commissions, or Committees are you interested in joining?

Ad hoc Water Quality Committee

Your Name: Sarah Monarch

Street Address: 79 Spiller Road

City, State, Zip Code: Casco, Maine 04015

Phone Number: [REDACTED]

email Address: [REDACTED]

Are you currently serving on other Boards, Commissions, or Committees? Not a board member but attend board meeting for my administrative role at Thompson Lake Environmental Association

Have you ever served on any Boards, Commissions, or Committees in the past? No

Do you have any areas of special interests and/or skills? I work as the administrator for Thompson Lake Environmental Association and have a degree in Environmental Planning and Policy.

The results of this submission may be viewed at:

<https://www.cascomaine.org/node/6881/submission/7306>