

**AGREEMENT**

**Between**

**TOWN OF BAR HARBOR**

**And**

**PROFESSIONAL FIREFIGHTERS OF BAR HARBOR**

**Local 4666**

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

**For the**

**FIRE DEPARTMENT UNIT**

**Dates: July 1, 2020**

**To**

**June 30, 2022**

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**This AGREEMENT is entered into between the Town of Bar Harbor, hereinafter referred to as the "TOWN" and the Professional Firefighters of Bar Harbor, Local 4666, IAFF, AFL-CIO-CLC hereinafter referred to as the "UNION."**

**ARTICLE 1  
PREAMBLE**

**Section 1:** Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S.A., 961 through 974, 1969, as amended), the parties hereto have entered into this AGREEMENT in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient operations.

**ARTICLE 2  
RECOGNITION**

**Section 1:** The TOWN recognizes the UNION as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours and working conditions for all its eligible employees within the bargaining unit, including full-time: Captain, Assistant Chief, Firefighter/EMT Basic, Firefighters EMT Advanced, and Paramedics as determined in accordance with the Municipal Public Employees Labor Relations Act.

**ARTICLE 3  
UNION SECURITY**

**Section 1:** No employee shall be favored or discriminated against either by the Town or by the Union because of membership or non-membership in the Union. The Union recognizes its responsibility as a bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, or coercion.

**Section 2:** All employees covered by this Agreement have the right to join, participate, or refrain from joining the Union, provided, however, those who are not or do not become members of the Union shall pay each period a service fee equal to 80% of the weekly Union dues as a contribution towards the cost of collective bargaining administration and the adjustment of grievances.

**Section 3:** It is understood that the Town will only collect dues and service fees when an employee has signed a check-off authorization form. It is also understood that the Town will not be required to take any disciplinary action against any employee who does not sign a check-off authorization.

**ARTICLE 4**  
**CHECKOFF AUTHORIZATION**

**Section 1:** The TOWN agrees to deduct from the pay of unit members covered by this AGREEMENT the dues or service fees for the Local Union and agrees to remit to the Local Union all such deductions prior to the end of the month for which such deductions are made. Signed authorizations from the employees shall be furnished to the TOWN by the UNION. Dues or service fees may be cancelled by any employee only upon written notice to the Town Manager and Local No 4666 within twenty (20) days and not less than ten (10) days of the expiration of this AGREEMENT.

**Section 2:** The UNION shall indemnify and save the TOWN harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues or service fees and remitting the same to the UNION pursuant to this Article.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

**Section 1.** The TOWN and the UNION agree that unless specifically abridged by any provision of this AGREEMENT, the rights and responsibilities to operate and manage the TOWN's business and the affairs of the TOWN, and specifically the Fire Department, are vested exclusively in the TOWN. The TOWN further retains the exclusive right and authority to take any action it deems appropriate in the efficient operation of the TOWN and in the implementation of all administrative policy and in the direction of the work of personnel covered herein in accordance with its judgment and within the provisions of law. Such rights shall include, but shall not be limited to, the right to: a) direct and supervise employees, b) appoint employees, c) promote employees, d) maintain the efficiency of TOWN operations including the right to close any or all facilities for cogent business reasons, e) to determine means, methods, facilities and personnel by which operations are to be continued, and f) take whatever actions, including traditional personnel actions, which are necessary to carry out the operating directives of the TOWN.

**Section 2.** When the TOWN determines to establish, distribute, modify, or enforce work rules and regulations (which shall not be inconsistent with the provisions of this AGREEMENT), such rules and regulations shall be posted at least seven (7) days before taking effect. A copy of any such rules and regulations shall be sent to the UNION.

**Section 3.** The TOWN shall maintain the right to make customary assignments to part-time (call) employees and to establish contracts or subcontracts for TOWN operations,



provided that this right shall not be used for the purpose or intention of undermining the UNION or of discriminating against employees. When work customarily performed by the employees of the bargaining unit is or will be performed by others, the TOWN shall meet and negotiate with the UNION concerning its impact on the bargaining unit.

#### **ARTICLE 6**

#### **SUPERVISORS & BARGAINING UNIT EMPLOYEE DUTIES**

**Section 1:** The TOWN agrees to give the UNION ten (10) days' advance notice of any contemplated change(s) in policies or procedures which would result in a change of employee working conditions.

#### **ARTICLE 7**

#### **UNION OFFICERS**

**Section 1.** The TOWN recognizes the right of the UNION to designate Union Officers. The authority of Union Officers so designated by the UNION shall be limited to, and shall not exceed, the following duties and activities:

- a. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- b. the collection of dues when authorized by appropriate local Union action.
- c. the transmission of such messages and information which shall originate with and are authorized by the local Union or its officers, provided such messages and information have been reduced to writing.

**Section 2.** Union Officers have no authority to take strike action, or any other action including those in Section 1 above, interrupting the TOWN's business. In exchange, the TOWN agrees not to lock out unit employees.

**Section 3.** Union Officers shall be permitted to investigate, present and process grievances on or off the property of the TOWN, without loss of time or pay, with prior approval.

**Section 4.** For purposes of negotiating successor contracts, the parties will make every reasonable effort to schedule such sessions at times when appropriate personnel are on an off-duty status. If this cannot be accomplished, the TOWN will make every reasonable effort to make available necessary Fire personnel without loss of pay or benefits.

**ARTICLE 8  
ACCESS TO PREMISES**

**Section 1:** With permission of the department head, authorized representatives of the UNION may enter Town premises and review necessary records for investigation of pending disputes under this AGREEMENT. A list of authorized Union Officers who may enter Town premises will be furnished by the UNION to the Town Manager within a reasonable time after the effective date of this AGREEMENT.

**ARTICLE 9  
UNION ACTIVITIES**

**Section 1. Time Off for Union Activities:** The TOWN agrees to grant the necessary time off up to a cumulative maximum of two (2) days per year without discrimination or loss of seniority rights and without pay, to the Union Officers designated by the UNION to attend a labor convention or to serve in any capacity on other official UNION business, provided fifteen (15) days' prior written notice is given to the TOWN.

**ARTICLE 10  
DISCIPLINARY ACTIONS**

**Section 1.** The parties agree that the purpose of disciplinary action is to correct the offering employee(s) and maintain discipline and morale among other Fire Department employees.

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

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

a. The Town will make every effort to issue notices proposing discipline as soon as possible, normally ten (10) calendar days after becoming aware of the incident.

b. A pre-action investigation or inquiry will be made to determine the facts. Part of this investigation shall include a discussion with the affected employee and others having information about the incident.

c. The employee will be notified in advance of the time of the discussion, and if the employee is advised that a disciplinary action is being contemplated, the employee is entitled to have a Union representative present if he so desires. Once a representative is requested the employee will be allowed a reasonable amount of time, normally not more than 5 calendar days, to obtain Union representation. During this delay no further questioning will take place.

d. The employee or his designated representative will be permitted to offer their written and/or oral statement to the deciding official during the pre-action investigation. The written statement may be submitted at the meeting or no later than five(5) calendar days from the date of the above referenced meeting.

e. The Town will make reasonable efforts to undertake disciplinary actions in a prompt and timely manner, normally within ten (10) calendar days after conclusion of the pre-action investigation.

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

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

## **ARTICLE 11 GRIEVANCE PROCEDURE**

**Section 1: Grievance Defined:** A grievance is hereby defined as any dispute, controversy or misunderstanding which may arise under the interpretation or application of this Agreement.

**Section 2: Step One:** Within thirty (30) days (45 days if economic issues are involved) of the event giving rise to the grievance, the Union Officers, with or without the employee, shall file a written grievance with the Chief. The Chief shall hold a meeting with the Union and/or the employee within five (5) days of the filing of the grievance. The Chief shall provide the employee and the Union with a response to the grievance in writing within ten (10) days of the meeting.

**Section 3: Step Two:** In the event that the decision of the Chief as rendered in Step One is not acceptable to the Union, the Union shall file the grievance with the Town Manager or his designee within ten (10) days after the Fire Chief's response or when the response was due, whichever is sooner. The Town Manager shall arrange a meeting within fifteen (15) days of the filing of the grievance. Within ten (10) days after such meeting, the Town Manager shall render a written decision on the grievance.



**Section 4: Step Three – Arbitration:**

- a. In the event that the decision of the Town Manager as rendered in Step Two is not acceptable to the Union, the Union may, within ten (10) days file with the Town a written request for a grievance arbitration of the issue. Said arbitration shall be before a mutually agreed arbitrator or the State of Maine Board of Arbitration and Conciliation.
- b. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and final argument. The arbitrator shall not have the authority to add to, delete from, or otherwise modify the terms of this Agreement.
- c. Each party shall be responsible for compensating its own representatives and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. The costs of the arbitrator shall be borne equally by the parties.

**Section 5: Extensions:** The time limits for the processing of grievances may be extended by written consent of both parties.

**ARTICLE 12  
SEPARATION OF EMPLOYMENT**

**Section 1:** Upon separation of employment, the TOWN shall pay all wages owed as well as accrued vacation pay, if any, plus any pro-rated holiday pay due, on the next regular pay day.

**ARTICLE 13  
SENIORITY**

**Section 1.** A seniority list shall be established naming all the employees covered by this AGREEMENT, with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's last date of regular full-time hire. Seniority, for the purpose of this AGREEMENT, shall be interpreted to mean length of continuous service only and shall be a factor along with qualifications and job performance, in all matters affecting layoff, recall, vacation preference, overtime and promotions.

**Section 2.** In the event it becomes necessary for the TOWN to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights, provided qualifications and job performance are equal. All affected employees shall receive a one (1) calendar week advance notice of layoff, and the TOWN



shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their inverse order of layoff provided they are qualified to perform desired work. No new employees shall be hired until all employees on layoff status have been afforded recall notices which shall be sent to the employee's last known address on file with the TOWN. Employees shall have five (5) calendar days after receipt of notice to either accept or reject in writing the recall notice. It shall be the affected employee's responsibility to notify the TOWN of any change of address or other contact information.

If any employee is laid off, he/she shall have recall rights for eighteen (18) months from the date of such lay-off. The affected employee shall file, in writing, his/her then mailing address and telephone number, with the Town Manager at his office and shall be obligated as a condition of his/her recall rights for said eighteen (18) month period to continue to inform the Town Manager in writing of any change thereafter. If the TOWN recalls an employee, they shall notify the TOWN in writing within five (5) days of receipt of said letter if he/she wishes to return to work. Said employee will be required to report to work within ten (10) days of giving notice to the TOWN of his/her desire to work.

**Section 3.** The seniority list shall be brought up to date on January 1 of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same shall be sent to the UNION. Any objection to the seniority list, as posted, must be reported to the TOWN within ten (10) days from the date posted or it shall stand accepted.

**Section 4.** The regular job openings and/or vacancies shall be posted by the TOWN for bid as soon as such opening and/or vacancy becomes available.

Employees displaced by the elimination of jobs through job consolidation, installation of new equipment or machinery, curtailment or replacement of existing facilities or for other reasons shall be permitted to exercise their right to transfer to any other position, if such position is vacant, within the department for which they are qualified.

**Section 5.** All newly hired employees shall be required to successfully complete a six (6) month probationary period as authorized in MRSA 30-A §2701.

## **ARTICLE 14 NON-DISCRIMINATION**

**Section 1.** The TOWN and the UNION agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions or employment because of such individual's race, color, religion, sex, national origin or age except where allowed by law nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age.

**Section 2.** The TOWN and the UNION agree that there will be no discrimination by the TOWN or the UNION against any employee because of any employee's lawful activity, support or non-support of the UNION.

**Section 3.** The use of the male gender of nouns or pronouns is not intended to describe any specific employee or group or employees but is intended to refer to all employees in job classifications, regardless of sex.

**Section 4.** The TOWN recognizes and agrees to adhere to the provisions of the Americans with Disabilities Act.

**ARTICLE 15  
SEPARABILITY AND SAVINGS CLAUSE**

**Section 1:** If any provision of this AGREEMENT shall be determined to be contrary to law, the validity of the remaining provisions shall not be affected. The TOWN and the UNION agree to meet and negotiate impact and determine the need for a replacement clause within thirty (30) days of the declaration of invalidity of such clause.

**ARTICLE 16  
BULLETIN BOARDS**

**Section 1:** The TOWN agrees to provide suitable space for and maintain a bulletin board in each work location. The UNION shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins. The UNION shall not post materials which are generally considered to be offensive.

**ARTICLE 17  
PERSONNEL FILES**

**Section 1.** Insofar as permitted by law, all personnel records, including home addresses, telephone numbers and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other municipal officials.

**Section 2.** Upon request, an employee shall have the right to inspect the official personnel record maintained for said employee by the Employer. Inspection shall be during regular business hours and shall be conducted under supervision of the TOWN. An employee shall have the right to make duplicate copies for his own use. No records shall be withheld from an employee's inspection. An employee shall have the right to have added to the personnel file a written, signed, and dated refutation of any material which he considers detrimental. Nothing detrimental may be added to the employee's file without first providing a copy to the employee.

**Section 3.** No disciplinary actions and/or related documentation which has not previously been subject of a hearing and processed pursuant to this agreement shall be placed in an Employee's personnel file unless the member is first given the opportunity to see a copy of the disciplinary actions being taken by the Employer.

**Section 4.** All discipline actions, not including suspensions or above, placed in an employee's file shall be purged from the file if there is no disciplinary offense within the next thirty-six (36) months subsequent. All employee refutations which go into the personnel file shall also be expunged along with the items to which they pertain.

## **ARTICLE 18 EXAMINATIONS**

**Section 1.** Physical or other examinations required by a government body or the TOWN shall be promptly complied with by all employees, provided, however, the TOWN shall pay for all such examinations. The TOWN shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations. The TOWN reserves the right to select its own physician. If either an employee or the TOWN requests a second opinion, the requesting party shall pay for said examination.

## **ARTICLE 19 TRAINING**

**Section 1:** Mandatory training will be provided at no cost to the employee.

**Section 2:** Time spent attending training drills will be considered time worked.

**Section 3:** The Town, at its sole discretion, may provide payment to an employee for the cost of classes necessary for the employee to obtain licensure level at either Advanced EMT or Paramedic. This payment does not include payment for mileage or time spent in classes or clinicals as time worked unless the class occurs during an employee's regularly scheduled shift. Funding for these additional licenses will be subject to the Fire Chief's approval and annual Town appropriations.

## **ARTICLE 20 DEFECTIVE EQUIPMENT**

**Section 1:** The TOWN shall not require employees to use or operate any vehicle or equipment that is not, in the judgment of the department head, in safe operating condition or equipped with the safety appliances prescribed by law.

**Section 2:** Employees shall immediately, or at the end of their shift, report all defects of equipment.



**ARTICLE 21  
HOLIDAYS**

**Section 1.** The following days shall be observed as holidays by all regular employees in the bargaining unit:

|                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Veteran's Day          |
| Presidents' Day        | Thanksgiving Day       |
| Patriot's Day          | Day after Thanksgiving |
| Memorial Day           | Christmas Day          |
| Independence Day       |                        |

**Section 2. Holiday Pay.** Employees shall receive a lump sum payment in December of each year for holiday pay. New hires with less than one (1) year's service shall be paid on a pro-rated basis.

**Section 3.** One day of holiday pay is equal to 11.2 hours times the employee's regular hourly rate of pay.

**Section 4. July 4th Work Detail.** All regularly scheduled staff will be required to work and will not be eligible to have the day off; The most senior employee scheduled to have the day off will be given first refusal to be off for July 4th. If that person declines, the next senior person in line will be offered the day off. It will continue down the seniority list until an employee accepts the day off; The employee that has the day off will be rotated to the bottom of the list and the remainder of the list will remain the same; All new hired employees will be placed at the bottom of the list; Local 4666 will be responsible for maintaining the seniority list, and keep track of who has had the day off. The July 4th eligibility for day off list will be posted fourteen (14) days prior to July 4th.

**ARTICLE 22  
VACATIONS**

**Section 1: Accrual.** Employees shall accrue vacation leave according to the following schedule and shall be posted biweekly.

| <u>Years of Service</u> | <u>Hours of Vacation(per year)</u> |
|-------------------------|------------------------------------|
| 1-5                     | 112 hours                          |
| 6                       | 123 hours                          |
| 7                       | 133 hours                          |
| 8                       | 144 hours                          |
| 9                       | 154 hours                          |

|      |           |
|------|-----------|
| 10   | 168 hours |
| 11   | 179 hours |
| - 12 | 189 hours |
| 13   | 200 hours |
| 14   | 210 hours |
| 15   | 224 hours |
| 18   | 230 hours |
| 21   | 235 hours |
| 24   | 246 hours |
| 27   | 257 hours |
| 30   | 280 hours |
| 33   | 303 hours |

**Section 2: Accrual:** Vacation leave shall accrue per pay period. The anniversary date is defined as the last regular full-time date of hire. Years of service shall be computed from the last date of regular hire to the most recent anniversary date. Notwithstanding anything in this Article to the contrary, additional vacation leave shall accrue only up to a balance of twice the employee's vacation entitlement. No additional vacation shall accrue in excess of twice his vacation entitlement. If on an employee's anniversary date, his/her entitlement pushes the employee's vacation accrual beyond the above-mentioned limit, the employee shall lose forever any time beyond said limit.

**Section 3: Scheduling:** Vacation shall be granted according to classification and then according to seniority in the Department. Vacation requests must be submitted to the Fire Chief not less than fourteen (14) days prior to the time of requested vacation. In unusual circumstances, the fourteen (14) days may be waived. Such vacations will be scheduled at the discretion of the TOWN based upon the Town's workload. Vacations shall not exceed two (2) consecutive weeks unless special authorization is granted by the Chief and Town Manager.

### **ARTICLE 23 SICK LEAVE**

**Section 1: Accrual:** Eligible employees shall be entitled to twenty-four (24) hours of sick leave per month to accumulate to a maximum of two thousand eight hundred eighty (2,880) hours. Sick leave shall be accumulated on an hourly basis and shall be used and accounted for on an hourly basis. Sick leave shall be accumulated by an employee at the foregoing rate in any month in which the employee is compensated for forty (40) or more hours of actual work. Sick leave shall accrue per each pay period. For purposes of this section only, vacation leave shall be considered actual work.

**Section 2: Use of Sick Leave:** An eligible employee shall be entitled to sick leave pay when he is unable to perform the duties of his classification due to injury or illness, if unable to schedule a medical appointment during non-working hours, or is otherwise unable to make suitable arrangements to provide healthcare for his immediate family, as defined in Article 25.

**Section 3: Excuses:** The Town, at its discretion, may require that a request for sick leave pay for more than three (3) consecutive days shall be accompanied by a written statement from the employee's physician showing the need therefor. The employee shall keep the Town advised on his medical status and his expected date of return to work. If the Town believes that an employee is abusing sick leave or shows a consistent pattern of suspected sick leave abuse, then the Town may take appropriate disciplinary action.

**Section 4: Line of Duty Death:** Effective upon signing of this contract, if any member of the Fire unit dies in the line of duty within the duration, his/her spouse or estate shall receive 100% of any unused sick leave.

#### **ARTICLE 24 BEREAVEMENT LEAVE**

**Section 1:** In the event of death in the immediate family of an employee, the employee shall be granted two (2) shifts leave of absence with full pay to make household adjustments or to attend funeral services. "Immediate family" is hereby defined to include spouse, parents, children, brothers, sisters, parents-in-law, grandparents, grandchildren, stepparents, stepchildren and foster parents. The Fire Chief with the approval of the Town Manager may grant additional bereavement leave.

**Section 2:** Special consideration may be made by the department head when exceptional or unusual circumstances are a factor. Leave of one (1) hour up to one (1) day may be granted by the Town Manager to attend the funeral of a distant relative or friend.

#### **ARTICLE 25 MILITARY LEAVE**

**Section 1:** Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or of this State shall be granted a leave of absence in accordance with Federal and State mandates for such activity. Unit employees on annual military training shall be paid the difference between their military pay and what the Fire Department pay would have been; however, swaps shall not be allowed which would create a situation whereby what would have been an



employee's time off now becomes military leave time. Military pay shall include the individual's pay plus subsistence and quarter's allowance.

The individual will need to submit a military leave earning statement upon returning to normal duty. Military pay shall be limited to 38 days per year.

**Section 2:** Any employee who is conscripted into active service in the Armed Services of the United States while in the service of the TOWN shall be granted a leave of absence for the period of military service to cover the first tour of duty. Re-employment eligibility shall be in accordance with Federal statute.

## **ARTICLE 26 PARENTAL LEAVE**

**Section 1:** Upon written request, an employee who prepares for birth, adoption, or foster placement of a child, shall be eligible for Family Medical Leave up to twelve (12) weeks. This leave is unpaid unless the employee chooses to use any accumulated sick or vacation leave. Any employee returning from parental leave, shall have the right to return to their former position or one of like nature in the same wage level if such position is presently available.

## **ARTICLE 27 UNPAID LEAVE BENEFITS**

**Section 1.** A leave of absence without pay may be authorized for valid reason up to ninety (90) days if the department head and the Town Manager so approve.

**Section 2.** Persons returning from an authorized leave of absence shall be entitled to previous service counting towards benefits.

**Section 3.** No person while on leave of absence shall accrue any benefits. If an employee wishes to continue his/her health insurance coverage, then he/she shall do so at his/her own expense.

**Section 4.** The TOWN recognizes and agrees to adhere to the provisions of the Family Medical Leave Act. The TOWN reserves the right, as outlined in the law, to designate a qualifying leave as leave under the Family Medical Leave Act.

## **ARTICLE 28 UNIFORMS**

**Section 1:** The TOWN will supply all safety equipment, i.e., work shoe/boot, bunker boots, turnout coat, turnout pants, helmet, gloves, plectron and will replace said

equipment as needed. All Town-issued clothes and equipment will be worn/used in the manner prescribed by the TOWN.

## **ARTICLE 29 INSURANCE**

**Section 1:** The TOWN shall provide coverage (Social Security) to all members of the bargaining unit during the term of this Agreement.

**Section 2:** The Town will provide the MMEHT PPO-1500 plan. Employees will pay 20% of the cost of health insurance. In the event that a new contract is not executed prior to the expiration of this contract, the employees will not be required to make any additional contributions towards the cost of health insurance above and beyond what they were paying when this contract expired. Once the new contract is executed the employees will contribute according to the new contract.

**Section 3:** Health Reimbursement Arrangement (HRA): Effective January 1<sup>st</sup>, 2020 the Town will fund 100% of the HRA for Unit Employees.

**Section 4:** If an employee does not take the Town offered insurance program and shows that he/she and his/her family have adequate health insurance coverage, the Town will pay the employee out of pocket health insurance expenses, including premiums and deductibles for eligible procedures under the Town's insurance coverage up to what the employee would otherwise be entitled for each 12 month period of the contract.

**Section 5:** All the provisions for the payment of the insurance buyout, health reimbursement accounts and other conditions of Health Insurance coverage are contained in the Town of Bar Harbor Health Reimbursement Plan adopted annually by the Town of Bar Harbor Town Council.

## **ARTICLE 30 PENSION PLAN**

**Section 1.** The TOWN agrees to continue in the Maine Public Employees Retirement System or the International City Managers Association Retirement Corporation. The Town shall match the employee's contribution to the ICMARC up to a maximum of 6.5 percent of the employee's gross wages.

**Section 2.** The TOWN agrees to provide a Retirement Health Savings (RHS) account to unit employees. The RHS program would begin following the 2006 calendar year with the first payment made in January 2007 and each January thereafter. For employees who have accumulated their maximum amount of sick leave, the TOWN will calculate the

amount of sick leave the employee would have earned beyond his/her maximum following each calendar year, the Town will then contribute twenty-five percent (25%) of that amount to the employee's RHS account. In addition, employees who use 72 hours or less of sick leave per calendar year will have twenty-four (24) hours of pay credited to their RHS accounts at the December 31<sup>st</sup> pay rate.

### **ARTICLE 31 WORKERS' COMPENSATION**

**Section 1:** Employees who are injured in the performance of their work shall receive Workers' Compensation in an amount prescribed by and administered in accordance with state law. Employees may use accrued unused sick and/or vacation leave while away from work with a work-related injury/illness to supplement Workers' Compensation benefit to cover the "gap" between their workers comp benefit and their regular pay. Any payments issued to an employee from Workers Compensation, for such period of time, will be signed over to the Town. After ninety (90) days on Workers' Compensation, the TOWN may demand that the employee provide proof from a physician acceptable to the TOWN of the employee's inability to return to full employment. If such proof is not provided within thirty (30) days of the TOWN's request for same, the employee's employment shall be terminated. In all cases of an employee continuing on Workers' Compensation, the employee's employment status shall cease after one (1) year.

### **ARTICLE 32 WAGES, WORKWEEK AND OVERTIME**

**Section 1.** The Parties agreed that the wages that were in effect on June 30<sup>th</sup>, 2020 for unit employees will be adjusted as follows:

Effective July 1, 2020 Wages for all unit employees will be increased by 3%

Effective July 1, 2021 Wages for all unit employees will be increased by 3%

**In addition, the following hourly rate adjustments will be made:**

Effective May 1, 2021 the hourly rate for Steps 10 + will be increased by \$.15

Effective July 1, 2021 the hourly rate for Steps 10 + will be increased by \$.25

The Wage Scale (Chart) outlining the above wage increases are outlined in Appendix A of this Agreement.

**Section 2:** The Parties agree to establish a Labor-Management Committee for the purpose of conducting a wage survey of the ten [10] Municipalities that are mutually agreed upon by the Parties with a firm commitment to address the potential Wage Disparity between Bargaining Unit employees and their counter-parts in these ten (10) Communities and any recruiting and/or retention issues identified by the Parties during LMC process. The LMC



will start the Wage Survey NLT September 1<sup>st</sup>, 2021 and will have it completed prior to the start of the Parties Successor CBA negotiations.

**Section 3:** The Paramedic and Advanced EMT stipends now included in the pay scale are not subject to any annual cost-of-living adjustment. Condition of Employment: All unit members as a condition of employment agree to maintain all pertinent licenses which they entered Town service with and/or became licensed or certified while in Town service such as but not limited to: Firefighter 1&2, Emergency Medical Technician (Basic and EMT Advanced care levels), Paramedics.

**Section 4: Temporary Captain's Pay:** Effective upon signing of this contract, when an officer is not assigned to be working, a Fire Fighter will be named acting Captain for the time when an officer is not assigned and shall be paid Captain's wages for that time. The Fire Chief or his/her designee shall make the determination as to who shall be assigned temporary Captain. The temporary Captain will be held responsible and accountable for the activities which occur on the shift.

**Section 5. Workweek.** The workweek shall average fifty-six (56) hours.

**Section 6. Call-In Pay.** Any employee called to work outside their normal shift shall receive a minimum of three (3) hours' pay at the applicable rate. This pay does not apply to time annexed to the end of a shift. The increase in call-in pay becomes effective 7/1/18.

**Section 7. Overtime.** Regular employees who are off duty and available shall have first refusal of nonscheduled overtime.

**Section 8. Pay Day.** Employees shall be paid on Fridays except when a holiday occurs on Friday, and then they will be paid on Thursday.

**Section 9. Direct Deposit.** All employees hired after September 1, 2008 shall receive their pay through direct deposit.

**Section 10. Educational Stipends.** Employees holding the following degrees shall be paid an additional stipend based on the degree. These stipends became effective 7/1/18.

**Associate degree (\$.25) per hour**

AS in Fire Science  
AS in Emergency Medical Services/Paramedicine  
AS in Emergency Management

**Bachelor's Degree (\$.50) per hour**

BS in Fire Administration  
BS in Fire and Emergency Management  
BS in Fire Science  
BS in Emergency Medical Services Administration

**ARTICLE 33  
JURY DUTY PAY**

**Section 1:** The Town shall continue to pay an employee for his standard work week while on jury duty. The employee shall endorse and surrender all checks for jury duty to the Town but may keep any checks for mileage (if personal vehicle is used). Employees excused from jury duty during normal shift hours must report back to work.

**ARTICLE 34  
DURATION**

**Section 1.** This AGREEMENT shall be effective on July 1, 2020 and shall remain in full force and effect until midnight, the thirtieth day of June 2022.

**FOR THE TOWN OF BAR HARBOR**



Cornell Knight, Town Manager  
Town of Bar Harbor, Maine

**FOR THE UNION**

Bar Harbor Local 4666  
affiliated with the International Association of  
Firefighters, AFL-CIO-CLC



Dan Puckett, President  
Professional Firefighters of Bar Harbor  
Local 4666, IAFF

**APPENDIX A**  
**UNIT EMPLOYEY WAGE SCALE (CHART)**



7/1/2020

3.0% initial with 1% per step

| Title              |         | 0-4      | 5-9      | 10-14    | 15-19    | 20-24    | 25+      |
|--------------------|---------|----------|----------|----------|----------|----------|----------|
| <b>Asst Chief</b>  |         |          |          |          |          |          |          |
| Paramedic          | \$ 1.00 | \$ 19.85 | \$ 20.05 | \$ 20.25 | \$ 20.45 | \$ 20.65 | \$ 20.86 |
| Advanced           | \$ 0.60 | \$ 20.85 | \$ 21.05 | \$ 21.25 | \$ 21.45 | \$ 21.65 | \$ 21.86 |
|                    |         |          | \$ 20.65 | \$ 20.85 | \$ 21.05 | \$ 21.25 | \$ 21.46 |
| <b>Captain</b>     |         |          |          |          |          |          |          |
| Paramedic          | \$ 1.00 | \$ 19.18 | \$ 19.37 | \$ 19.56 | \$ 19.76 | \$ 19.96 | \$ 20.16 |
| Advanced           | \$ 0.60 | \$ 20.18 | \$ 20.37 | \$ 20.56 | \$ 20.76 | \$ 20.96 | \$ 21.16 |
|                    |         | \$ 19.78 | \$ 19.97 | \$ 20.16 | \$ 20.36 | \$ 20.56 | \$ 20.76 |
| <b>Firefighter</b> |         |          |          |          |          |          |          |
| Paramedic          | \$ 1.00 | \$ 18.62 | \$ 18.81 | \$ 19.00 | \$ 19.19 | \$ 19.38 | \$ 19.57 |
| Advanced           | \$ 0.60 | \$ 19.62 | \$ 19.81 | \$ 20.00 | \$ 20.19 | \$ 20.38 | \$ 20.57 |
|                    |         | \$ 19.22 | \$ 19.41 | \$ 19.60 | \$ 19.79 | \$ 19.98 | \$ 20.17 |



5/1/2021

3.0% initial with 1% per step .15/Hr to base 10+years

| Title              |         | 0-4      | 5-9      | 10-14    | 15-19    | 20-24    | 25+      |
|--------------------|---------|----------|----------|----------|----------|----------|----------|
| <b>Asst Chief</b>  |         |          |          |          |          |          |          |
| Paramedic          | \$ 1.00 | \$ 19.85 | \$ 20.05 | \$ 20.40 | \$ 20.60 | \$ 20.81 | \$ 21.02 |
| Advanced           | \$ 0.60 | \$ 20.85 | \$ 21.05 | \$ 21.40 | \$ 21.60 | \$ 21.81 | \$ 22.02 |
|                    |         | \$ 20.45 | \$ 20.65 | \$ 21.00 | \$ 21.20 | \$ 21.41 | \$ 21.62 |
| <b>Captain</b>     |         |          |          |          |          |          |          |
| Paramedic          | \$ 1.00 | \$ 19.18 | \$ 19.37 | \$ 19.71 | \$ 19.91 | \$ 20.11 | \$ 20.31 |
| Advanced           | \$ 0.60 | \$ 20.18 | \$ 20.37 | \$ 20.71 | \$ 20.91 | \$ 21.11 | \$ 21.31 |
|                    |         | \$ 19.78 | \$ 19.97 | \$ 20.31 | \$ 20.51 | \$ 20.71 | \$ 20.91 |
| <b>Firefighter</b> |         |          |          |          |          |          |          |
| Paramedic          | \$ 1.00 | \$ 18.62 | \$ 18.81 | \$ 19.15 | \$ 19.34 | \$ 19.53 | \$ 19.73 |
| Advanced           | \$ 0.60 | \$ 19.62 | \$ 19.81 | \$ 20.15 | \$ 20.34 | \$ 20.53 | \$ 20.73 |
|                    |         | \$ 19.22 | \$ 19.41 | \$ 19.75 | \$ 19.94 | \$ 20.13 | \$ 20.33 |





7/1/2021

3.0% initial with 1% per step .25/Hr to base 10+years

| Title              |         | 0-4      | 5-9      | 10-14    | 15-19    | 20-24    | 25+      |
|--------------------|---------|----------|----------|----------|----------|----------|----------|
| <b>Asst Chief</b>  |         |          |          |          |          |          |          |
| Paramedic          | \$ 1.00 | \$ 20.45 | \$ 20.65 | \$ 21.26 | \$ 21.47 | \$ 21.68 | \$ 21.90 |
| Advanced           | \$ 0.60 | \$ 21.45 | \$ 21.65 | \$ 22.26 | \$ 22.47 | \$ 22.68 | \$ 22.90 |
|                    |         | \$ 21.05 | \$ 21.25 | \$ 21.86 | \$ 22.07 | \$ 22.28 | \$ 22.50 |
| <b>Captain</b>     |         |          |          |          |          |          |          |
| Paramedic          | \$ 1.00 | \$ 19.76 | \$ 19.95 | \$ 20.55 | \$ 20.76 | \$ 20.97 | \$ 21.18 |
| Advanced           | \$ 0.60 | \$ 20.76 | \$ 20.95 | \$ 21.55 | \$ 21.76 | \$ 21.97 | \$ 22.18 |
|                    |         | \$ 20.36 | \$ 20.55 | \$ 21.15 | \$ 21.36 | \$ 21.57 | \$ 21.78 |
| <b>Firefighter</b> |         |          |          |          |          |          |          |
| Paramedic          | \$ 1.00 | \$ 19.18 | \$ 19.37 | \$ 19.96 | \$ 20.16 | \$ 20.37 | \$ 20.57 |
| Advanced           | \$ 0.60 | \$ 20.18 | \$ 20.37 | \$ 20.96 | \$ 21.16 | \$ 21.37 | \$ 21.57 |
|                    |         | \$ 19.78 | \$ 19.97 | \$ 20.56 | \$ 20.76 | \$ 20.97 | \$ 21.17 |

|    | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 |
|----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 1  | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   |
| 2  | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   |
| 3  | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   |
| 4  | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   |
| 5  | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   |
| 6  | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   |
| 7  | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   |
| 8  | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   |
| 9  | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   |
| 10 | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   |
| 11 | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   |
| 12 | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   |
| 13 | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   |
| 14 | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   |
| 15 | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   | 15   |

Table 1