

AGREEMENT

Between

TOWN OF BAR HARBOR

And

BAR HARBOR PROFESSIONAL FIREFIGHTERS

Local 4666

International Association of Firefighters, AFL-CIO-CLC

For the

FIRE DEPARTMENT UNIT

Dates: July 1, 2022

To

June 30, 2025

Table of Contents

Article 1- Preamble	3
Article 2 - Recognition	3
Article 3 - Union Security	3
Article 4 - Check off Authorization	3
Article 5 - Management Rights	4
Article 6 - Union Benefits Outlined in the Personnel Rules.....	5
Article 7 - Union Officers.....	5
Article 8 - Access to Premises.....	6
Article 9 - Union Activities.....	6
Article 10 - Disciplinary Actions	6
Article 11 - Grievance Procedure.....	7
Article 12 - Separation of Employment	8
Article 13 - Seniority	8
Article 14 - Separability and Savings Clause	9
Article 15 - Bulletin Boards	9
Article 16 - Training	9
Article 17 - Defective Equipment	10
Article 18 - Holidays	10
Article 19 - Vacations	11
Article 20 - Sick Leave.....	12
Article 21 - Bereavement Leave.....	12
Article 22 - Unpaid Leave Benefits	13
Article 23 - Uniforms	13
Article 24 - Insurance	13
Article 25 - Pension Plan	13
Article 26 - Wages, Workweek and Overtime	14
Article 27 - Duration	15
Appendix A.....	16

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: Assistant Chief, Captain, Firefighter/EMT, Firefighter/Advanced EMT, and Firefighter/Paramedic 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.

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 UNION and agrees to remit to the 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 the UNION.

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. Standard Operating Guidelines. When the TOWN determines to establish, modify, or implement work rules and regulations (which shall not be inconsistent with the provisions of this AGREEMENT), such rules and regulations as prescribed by state guidelines and the department standard operating guidelines (SOG) shall be entered into Power DMS or department specific software.

Section 3. Fire Department Policies. When the Fire Chief determines to establish, modify, or implement a Fire Department policy, the Fire Chief shall notify the UNION when a draft policy has been developed and will provide the UNION fourteen (14) days to suggest modifications. In the event of time sensitive or extenuating circumstances, the TOWN will consult with the UNION to address the matter and mutually agree to the language without the full fourteen (14) day period.

Section 4. Minimum Staffing. From June 1st through September 30th, minimum staffing will be set at four on duty. From October 1st through May 31st, minimum staffing will be set at three on duty. At the Chief's discretion, minimum staffing levels can be reduced occasionally for unforeseen circumstances.

The UNION agrees to ensure shifts are covered at four staff members through September 30th, 2022. This assumes current staffing will cover the 4th shift by moving 3 current staff to each and having an overtime shift assigned to each of the current employees. Additional new staff will be added to each of the four shifts as they are brought on to help cover vacancies.

Section 5. The TOWN shall maintain the right to make customary assignments to part-time, per diem, or 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
UNION BENEFITS OUTLINED IN THE PERSONNEL RULES

Section 1. The UNION is entitled to all the rights and benefits outlined in the Town of Bar Harbor's personnel rules.

Section 1. The TOWN agrees to give the UNION fourteen (14) calendar days' advance notice of any contemplated change(s) in policies or procedures in the TOWN's personnel rules.

Section 2. If the UNION is not in support of the contemplated change(s) or the TOWN fails to properly notify, the UNION will have the right to inform Town Council through the Town Manager and should the Town Council make modifications to the Personnel rules, the UNION has the right to re-open the contract to address the personnel rules matter.

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 UNION action.
- c. Participation in negotiations with the TOWN
- d. Any communication between the TOWN and the UNION shall be through the Union Officers.

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 Fire Chief or their designee, authorized representatives of the UNION may enter Town premises and review necessary records for investigation of pending disputes or to meet with UNION members under 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) 24 hour shifts 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 fourteen (14) calendar 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 offending 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. After becoming aware of the incident, the TOWN will make every effort to issue notices proposing discipline as soon as reasonably possible.
- 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 they so desire. Once a representative is requested, the employee will be allowed a reasonable amount of time, normally not more than fourteen (14) calendar days, to obtain Union representation. During this delay no further questioning will take place.
- d. The employee or their 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 seven (7) 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 fourteen (14) 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 or designee. The Chief (or designee) shall hold a meeting with the Union and/or the employee within seven (7) calendar 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 seven (7) calendar 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 their designee within seven (7) calendar days after the Fire Chief's response or when the response was due, whichever is sooner. The Town Manager shall arrange a meeting within fourteen (14) calendar days of the filing of the grievance. Within seven (7) calendar 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 fourteen (14) calendar 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.

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) calendar 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.

- b. 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.. All affected employees shall receive seven (7) calendar days 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 seven (7) 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, they shall have recall rights for eighteen (18) months from the date of such lay-off. The affected employee shall file, in writing, their then mailing address and telephone number, with the Town Manager's office and shall be obligated as a condition of their 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 seven (7) calendar days of receipt of said letter if they wish to return to work. Said employee will be required to report to work within seven (7) calendar days of giving notice to the TOWN of their 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) calendar 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 fourteen (14) calendar 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 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 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) calendar days of the declaration of invalidity of such clause.

ARTICLE 15 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 16 TRAINING

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

Section 2. Time spent attending training, other than obtaining a more advanced license outlined in Section 3 below, will be considered time worked.

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

Section 4. Upon receiving Maine Emergency Medical Services Advanced-EMT or Paramedic license the employee will receive an hourly stipend increase as outlined in Appendix A and a one-time stipend of \$500 for Advanced-EMT and \$1,500.00 for Paramedic.

Section 5. Through an individual agreement between the member and the TOWN, a member that separates employment prior to the end of the agreement, the TOWN will be reimbursed for class cost and associated class material. If the employment is ended prior to year one anniversary, the employee will reimburse the TOWN at 100%. Below are the prorated reimbursement breakdowns:

Advanced-EMT agreement will be for three years. Anniversary Dates and Prorated payback:

Year 1 – 66%

Year 2 – 33%

Year 3 – agreement met

Paramedic agreement will be for five years. Anniversary Dates and Prorated payback:

Year 1 – 80%
Year 2 – 60%
Year 3 – 40%
Year 4 – 20 %
Year 5 – agreement met

ARTICLE 17 DEFECTIVE EQUIPMENT

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

Section 2. Employees shall immediately report all defects of equipment to their supervisor or the Fire Chief.

Section 3. If a reasonable solution cannot be agreed to as defined in the Standard Operating Guidelines, a third party professional would inspect said equipment and clear equipment for return to service.

ARTICLE 18 HOLIDAYS

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

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

Section 2. Holiday Pay. Employees shall receive a lump sum payment the first Friday 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 8.4 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; the UNION 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) calendar days prior to July 4th.

Section 5. During the life of this contract, if the Town Council for the Town of Bar Harbor decides to increase the number of paid holidays, it will automatically be added to this contract.

ARTICLE 19

VACATIONS

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

Years of Service Hours of Vacation (per year)

Start of the first year through end of the fifth year	96
Start of sixth year	105
Start of seventh year	114
Start of eighth year	123
Start of ninth year	132
Start of tenth year	144
Start of eleventh year	153
Start of twelfth year	162
Start of thirteenth year	171
Start of fourteenth year	180
Start of fifteenth year	192
Start of eighteenth year	197
Start of twenty-first year	201
Start of twenty-fourth year	211
Start of twenty seventh year	220
Start of thirtieth year	240
Start of thirty-third year	260

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 the employee's vacation entitlement. If on an employee's anniversary date, their entitlement pushes their vacation accrual beyond the above-mentioned limit, the employee shall lose any time beyond said limit.

Section 3. Scheduling: Vacation shall be granted according to seniority in the Department. Vacation requests must be submitted to the Fire Chief not less than fourteen (14) calendar days prior to the time of requested vacation. In unusual circumstances, the fourteen (14) calendar 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 four (4) consecutive scheduled shifts unless special authorization is granted by the Fire Chief and Town Manager.

ARTICLE 20

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 they are unable to perform the duties of their 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 their immediate family, as defined in Article 24.

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 their medical status and 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 Department dies in the line of duty within the duration, their spouse or estate shall receive 100% of any unused sick leave.

ARTICLE 21

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, domestic partner, 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 Fire Chief 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 or designee to attend the funeral of a distant relative or friend.

ARTICLE 22

UNPAID LEAVE BENEFITS

Section 1. A leave of absence without pay may be authorized for valid reason up to ninety (90) calendar days if the Fire Chief 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 their health insurance coverage, then they shall do so at their own expense.

Section 4. The TOWN recognizes and agrees to adhere to the provisions of the Family Medical Leave Act.

ARTICLE 23

UNIFORMS

Section 1. The TOWN will supply all state mandated Personal Protective Equipment and will replace said equipment as needed. The TOWN will issue uniforms and provide an annual allowance for uniform replacement. All Town-issued clothes and equipment will be worn/used in the manner prescribed by the TOWN.

ARTICLE 24

INSURANCE

Section 1. The Town will provide the MMEHT PPO-1500 plan. Employees will pay 20% of the cost of health insurance.

Section 2. Health Reimbursement Arrangement (HRA): The TOWN will fund 100% of the HRA for Unit Employees.

Section 3. If an employee does not take the TOWN offered insurance program and shows that they and their family have comparable 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 4. 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 25

PENSION PLAN

Section 1. The TOWN agrees to continue in the Maine Public Employees Retirement System at the 4C level through fiscal year 2023 and then move to the 3C retirement in fiscal year 2024. 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. 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 their 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 fewer of sick leave per calendar year will have twenty-four (24) hours of pay credited to their RHS accounts at the December 31st pay rate.

ARTICLE 26 WAGES, WORKWEEK AND OVERTIME

Section 1. The Parties agreed that the wages that were in effect on June 30th, 2022 for unit employees will continue through until the new shift schedule goes into effect. Initial pay adjustment from the average 56 hour work week to the average 42 hour work week is as follows:

Base Firefighter	\$19.18 to \$26.26
Base Captain	\$19.76 to \$27.48
Base Assistant Chief	\$20.45 to \$28.73

Effective July 10, 2022 Wages for all unit employees will be increased by 4.00%

Effective July 1, 2023 Wages for all unit employees will be increased by 4.75%

Effective July 1, 2024 Wages for all unit employees will be increased by 4.50%

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

Section 2. 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: 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 their 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 and shall be compensated at the highest paid Captain's rate currently on staff with the department.

Section 5. Workweek. The workweek shall average forty-two (42) 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.

Section 7. Overtime. In the event that a need for overtime should occur in the department, overtime pay shall be paid at the rate of one and one-half times the employee's regular rate of pay for all hours worked that are not included in their scheduled work week as defined in this Agreement.

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 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.

Associate degree (\$.25) per hour

Bachelor's degree (\$.50) per hour

Master's degree (\$.75) per hour

ARTICLE 27 DURATION

Section 1. This AGREEMENT shall be effective on July 1, 2022 and shall remain in full force and effect until midnight, the thirtieth day of June 2025.

Section 2. Upon request of either party, the contract will be reopened to negotiate changes relating to regionalization of services provided by the Fire Department.

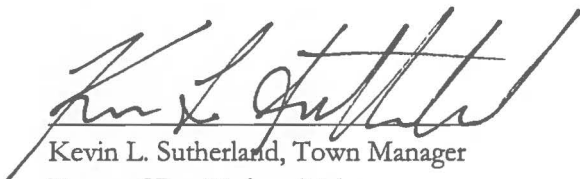
Section 3. Recognizing the significant changes proposed as part of this contract, the TOWN and the UNION shall review the terms that effect scheduling and staffing level expectations after two months of the new schedule and again in December of 2022. Should both parties agree changes are necessary, the contract will be reopened to negotiate changes related to scheduling and staffing levels.

FOR THE TOWN OF BAR HARBOR

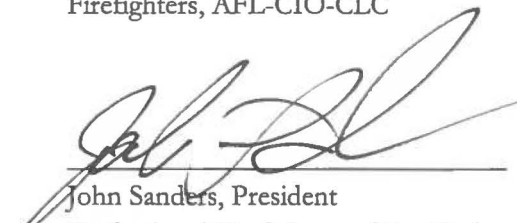
FOR THE UNION

Bar Harbor Local 4666

affiliated with the International Association of
Firefighters, AFL-CIO-CLC



Kevin L. Sutherland, Town Manager
Town of Bar Harbor, Maine



John Sanders, President
Professional Firefighters of Bar Harbor
Local 4666, IAFF

APPENDIX A
UNIT EMPLOYEE WAGE SCALE (CHART)

Fiscal Year 2023

Completed Years of Service			1	3	5	10	15	20
			1%	2%	3%	4%	5%	6%
Assittant Chief	Base	\$29.88	\$30.18	\$30.48	\$30.78	\$31.08	\$31.37	\$31.67
	\$0.75 Advanced	\$30.63	\$30.93	\$31.23	\$31.53	\$31.83	\$32.12	\$32.42
	\$1.50 Paramedic	\$31.38	\$31.68	\$31.98	\$32.28	\$32.58	\$32.87	\$33.17
Captain	Base	\$28.58	\$28.87	\$29.15	\$29.44	\$29.72	\$30.01	\$30.29
	\$0.75 Advanced	\$29.33	\$29.62	\$29.90	\$30.19	\$30.47	\$30.76	\$31.04
	\$1.50 Paramedic	\$30.08	\$30.37	\$30.65	\$30.94	\$31.22	\$31.51	\$31.79
Firefighter	Base	\$27.31	\$27.58	\$27.86	\$28.13	\$28.40	\$28.68	\$28.95
	\$0.75 Advanced	\$28.06	\$28.33	\$28.61	\$28.88	\$29.15	\$29.43	\$29.70
	\$1.50 Paramedic	\$28.81	\$29.08	\$29.36	\$29.63	\$29.90	\$30.18	\$30.45

Fiscal Year 2024

Completed Years of Service			1	3	5	10	15	20
			1%	2%	3%	4%	5%	6%
Assittant Chief	Base	\$31.30	\$31.61	\$31.93	\$32.24	\$32.55	\$32.87	\$33.18
	\$0.75 Advanced	\$33.55	\$32.36	\$32.68	\$32.99	\$33.30	\$33.62	\$33.93
	\$1.50 Paramedic	\$32.80	\$33.11	\$33.43	\$33.74	\$34.05	\$34.37	\$34.68
Captain	Base	\$29.94	\$30.24	\$30.54	\$30.84	\$31.14	\$31.44	\$31.74
	\$0.75 Advanced	\$30.69	\$30.99	\$31.29	\$31.59	\$31.89	\$32.19	\$32.49
	\$1.50 Paramedic	\$31.44	\$31.74	\$32.04	\$32.34	\$32.64	\$32.94	\$33.24
Firefighter	Base	\$28.61	\$28.90	\$29.18	\$29.47	\$29.75	\$30.04	\$30.33
	\$0.75 Advanced	\$29.36	\$29.65	\$29.93	\$30.22	\$30.50	\$30.79	\$31.08
	\$1.50 Paramedic	\$30.11	\$30.40	\$30.68	\$30.97	\$31.25	\$31.54	\$31.83

Fiscal Year 2025

Completed Years of Service			1	3	5	10	15	20
			1%	2%	3%	4%	5%	6%
Assittant Chief	Base	\$32.71	\$33.04	\$33.36	\$33.69	\$34.02	\$34.35	\$34.67
	\$0.75 Advanced	\$33.46	\$33.79	\$34.11	\$34.44	\$34.77	\$35.10	\$35.42
	\$1.50 Paramedic	\$34.21	\$34.54	\$34.86	\$35.19	\$35.52	\$35.85	\$36.17
Captain	Base	\$31.29	\$31.60	\$31.92	\$32.23	\$32.54	\$32.85	\$33.17
	\$0.75 Advanced	\$32.04	\$32.35	\$32.67	\$32.98	\$33.29	\$33.60	\$33.92
	\$1.50 Paramedic	\$32.79	\$33.10	\$33.42	\$33.73	\$34.04	\$34.35	\$34.67
Firefighter	Base	\$29.90	\$30.20	\$30.50	\$30.80	\$31.10	\$31.40	\$31.69
	\$0.75 Advanced	\$30.65	\$30.95	\$31.25	\$31.55	\$31.85	\$32.15	\$32.44
	\$1.50 Paramedic	\$31.40	\$31.70	\$32.00	\$32.30	\$32.60	\$32.90	\$33.19

* Educational stipends are added to the hourly rates above.