

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**

July 1, 2025 - June 30, 2028

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	4
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	13
Article 22 - Unpaid Leave Benefits	13
Article 23 - Uniforms	13
Article 24 - Insurance.....	13
Article 25 - Pension Plan	14
Article 26 - Wages, Workweek and Overtime.....	15
Article 27 - Duration	16
Appendix A	

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 Purpose and Scope of Agreement

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S.A., Chapter 9-A, as amended), the parties hereto have entered into this AGREEMENT in order to define the rights and responsibilities of the parties, ensure clarity in employment relations, and support the Town's mission of providing effective and efficient public services.

ARTICLE 2 RECOGNITION

Section 1 Union as Exclusive Bargaining Agent

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 Equal Treatment Regarding Union Membership

No employee shall receive preferential or adverse treatment by the TOWN or by the UNION due to 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 Employee Rights & Union Participation

All employees covered by this AGREEMENT have the right to join, participate, or refrain from joining the UNION.

ARTICLE 4 CHECKOFF AUTHORIZATION

Section 1 Payroll Deduction of Union Dues

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 Indemnification of the Town

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 Management Authority

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, and all, actions it deems appropriate for the efficient operation of the TOWN and the implementation of any and all administrative policies in order to provide the direction of the work of personnel covered herein in accordance with the TOWN's sole discretion and judgment and within the provisions of law.

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 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 Staffing Levels and Adjustments

At the Chief's sole discretion, and with due consideration for employee's need for adequate rest and time off, staffing levels may be reduced, or increased, in order to ensure the safe, efficient, and effective delivery of services. Except in emergency situations, or unforeseeable circumstances, the Fire Chief shall provide 14 calendar days' notice prior to implementing any staffing adjustments.

Section 5 Use of Part-Time, Per Diem, and Contracted Services

The TOWN retains the right to assign work to part-time, per diem, or call employees and to enter into contracts or subcontracts for TOWN operations as deemed necessary for operational efficiency and service delivery. 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 Applicability of Town Personnel Rules

The UNION is entitled to all the rights and benefits outlined in the Town of Bar Harbor's personnel rules as adopted on October 4, 2023.

Section 2 Preservation of Existing Personnel Rules

Personnel Rules in effect at the time of this contract shall remain in force through to the end of this current contract, regardless of amendments to the current personnel policy. Any future contracts shall be required to negotiate for any benefits removed.

ARTICLE 7 UNION OFFICERS**Section 1 Recognition and Authority of Union Officers**

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 Prohibition of Work Stoppages and Lockouts

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 Grievance Handling and Time Allowances

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 written approval.

Section 4 Negotiation Scheduling and Participation

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.

Section 5 Notice for Change of Officers

In the event of a change in Union Officers, the UNION shall provide the TOWN with written notice of the change, including the names and positions of the newly elected or appointed officers. Such notice shall be provided within thirty (30) days of the election or appointment of new officers. This notice shall also include any updated contact information for the new officers. Until such notice is received, the TOWN will continue to recognize the previous Union Officers as the official representatives of the UNION. Any official communications or business between the TOWN and the UNION will continue to be directed through the existing officers until the notice is provided and acknowledged by the TOWN

ARTICLE 8 ACCESS TO PREMISES

Section 1 Union Access to Town Premises

With written permission of the Fire Chief, or 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 Business

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 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 Purpose of Disciplinary Action

Disciplinary action is a necessary tool to uphold the standards, integrity, and effectiveness of the Fire Department. It is intended to correct behavior that conflicts with departmental expectations, reinforce accountability, and maintain order, discipline, and morale among personnel. Discipline shall be applied in a fair and consistent manner, ensuring that corrective actions align with the seriousness of the issue while preserving the efficiency and reputation of the department.

Section 2 Just Cause Standard

Disciplinary actions shall be only be taken for just cause.

Section 3 Disciplinary Procedures

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 seven (7) 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 seven (7) calendar days, after conclusion of the pre-action investigation.

Section 4 Grievance Rights for Disciplinary Action

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

Section 5 Removal of Unsubstantiated Disciplinary Records

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 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 – Appeal to Town Manager

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 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

The Town and Union shall adhere to the arbitration process as outlined in Title 26, §965 of the Maine Revised Statutes, which governs the resolution of impasses through compulsory final and binding arbitration.

Section 5 Time 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 Final Pay

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 Seniority Determination and Application

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 Layoff and Recall Rights

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 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 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.

Section 3. Review and Posting of Seniority List

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 Job Openings and Employee Displacement

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 a vacant position, if they are qualified, as determined by the Town.

Section 5 Probation Period

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 Validity and Renegotiation

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 Union Use of Bulletin Board

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 Costs

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

Section 2 Training time as Hours Worked

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

Section 3 Discretionary Licensing Assistance

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 Stipend for Advanced Licensure

Upon receiving Maine Emergency Medical Services Advanced-EMT or Paramedic license the employee shall receive an hourly stipend increase as outlined in Appendix A and a one-time payment of \$500 for Advanced-EMT and \$1,500.00 for Paramedic. The Town shall ensure this payment is made within 30-days from verifying the issuance by the State of Maine.

Section 5 Reimbursement for Early Separation

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, a prorated amount through payroll, 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 Safe Operating Condition

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 Reporting Equipment Defects

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

Section 3. Third Party Inspections

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 Recognized Holidays

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

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

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 of service shall be paid on a pro-rated basis.

Section 3 Holiday Pay Calculation

One day of holiday pay is equal to 8.4 hours times the employee's regular hourly rate of pay.

Section 4 Fourth of July

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.

ARTICLE 19 VACATIONS

Section 1 Vacation Accrual Schedule

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 Vacation Accumulation & Limits

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 annual 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 Vacation Scheduling & Approval

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 Sick Leave 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. Immediate family is defined in Article 21.

Section 3 Verification

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 Immediate Family Members

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. "Immediate family" is hereby defined to include spouse, domestic partner, as defined by Maine Public Law 672, 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 Considerations

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 Authorization

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 Service Credit

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

Section 3 Accrual

No person while on a leave of absence shall accrue any benefits. If an employee wishes to continue any employee paid benefits, including but not limited to, health insurance, or dental insurance, they shall do so at their own expense.

ARTICLE 23 UNIFORMS

Section 1 Personal Protective Equipment

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 HEALTH INSURANCE

Section 1 Health Insurance Plan

The Town will provide the MMEHT PPO-1500 plan, or the Moosehead Plan. Employees will pay 20% of the cost of their health insurance premium. In the event the Town offers an additional health insurance option, with or without a supplemental Health Reimbursement Account, the Union will have the opportunity for its members to elect to enroll in such plan.

Section 2 Health Reimbursement Account

The TOWN will fund 100% of a Health Reimbursement Account for Unit Employees, in conjunction with the Moosehead Plan, per the personnel rules.

Section 3 Health Insurance Stipend

If an employee does not enroll in the TOWN offered health insurance program and shows that they have comparable health insurance coverage, either through family or military plan, the TOWN will pay a stipend through bi weekly payroll. The amount of this stipend is annually approved by the Town Council.

Section 4 Health Insurance Reimbursement Plan

If an employee does not enroll in the TOWN offered health insurance program, and shows they have comparable coverage, the TOWN will reimburse the employee for any health expenses that the current health insurance plan covers. The Town Council annually approves the maximum amount of said reimbursement.

ARTICLE 25 PENSION RETIREMENT PLAN

Section 1 Defined Benefit Plan

The Town and the Bargaining Unit agree to maintain the MPERS 3C Pension Plan as the retirement plan for bargaining unit employees. At the employee's individual election, they may substitute the MPERS 3C Pension Plan for a Town offered defined contribution 457(b) plan, currently held with MissionSquare.

Section 2 Town Match

The TOWN shall match the employee's contribution up to a maximum of 6.5% of the employee's gross wages. The TOWN will match only one of above retirement options, MPERS superseding MissionSquare.

Section 3 Retirement Health Savings

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.

Section 4 Enhanced Retirement Benefits

The Town agrees to seek and obtain a current actuarial study from MPERS, upon written request by the Union, at the beginning of Year 3 of this Agreement for the purpose of ensuring that the Union and the Town have timely and relevant cost information so that both parties may negotiate moving to the full two-thirds (2/3) retirement benefit level. The Town shall provide the Union with these findings from the actuarial study and the proposed changes to the pension plan as soon as they are available.

ARTICLE 26 WAGES, WORKWEEK AND OVERTIME

Section 1 Wage Adjustments

All wage adjustments shall be included in the Wage Scale as shown in Appendix A of this Agreement.

Section 2 Stipends & Licensing Requirements

The Paramedic and Advanced EMT stipends now included in the pay scale are not subject to any annual cost-of-living adjustment.

Section 3 Condition of Employment:

All new hires must possess Firefighter I & II and a minimum of a Basic EMT License. If the new hire does not have either certification, they must obtain it within their six-month probationary period or at an agreed-upon time with the Fire Chief. Additionally, all unit members must maintain all relevant licenses upon joining the Town service and any licenses or certifications obtained while serving the Town. This includes but is not limited to, Firefighter I & II and the State of Maine Emergency Medical License.

Section 4. Temporary Captain 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 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 Compensation

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 Schedule

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 Term of Agreement

This AGREEMENT shall be effective on July 1, 2025 and shall remain in full force and effect until midnight, the thirtieth day of June 2028.


FOR THE TOWN OF BAR HARBOR


James L. Smith, Town Manager

7/18/25
(DATE)

FOR THE UNION

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


John Sanders, President
Professional Firefighters
Local 4666, IAFF

7/18/2025
(DATE)

**Town of Bar Harbor
Local 4666 Wages
7/1/2025-6/30/2028**

7/1/2025	Completed years of service	Year 1	Year 2	Year 3	Year 4	Year 5	Year 7	Year 10	Year 15	Year 20
1.25%COLA		1.0%	1.5%	2.0%	2.5%	3.0%	4.0%	5.0%	6.0%	7.0%
Base Pay										
Asst Chief	\$33.12	\$33.45	\$33.62	\$33.78	\$33.95	\$34.11	\$34.44	\$34.77	\$35.11	\$35.44
Captain	\$31.68	\$32.00	\$32.16	\$32.31	\$32.47	\$32.63	\$32.95	\$33.27	\$33.58	\$33.90
Firefighter	\$30.27	\$30.58	\$30.73	\$30.88	\$31.03	\$31.18	\$31.48	\$31.79	\$32.09	\$32.39

Advanced \$0.75/hr
Paramedic \$1.50/hr

7/1/2026	Completed years of service	Year 1	Year 2	Year 3	Year 4	Year 5	Year 7	Year 10	Year 15	Year 20
3% COLA										
Base Pay										
Asst Chief	\$34.11	\$34.45	\$34.62	\$34.79	\$34.97	\$35.14	\$35.48	\$35.82	\$36.16	\$36.50
Captain	\$32.63	\$32.96	\$33.12	\$33.28	\$33.45	\$33.61	\$33.94	\$34.26	\$34.59	\$34.91
Firefighter	\$31.18	\$31.49	\$31.65	\$31.80	\$31.96	\$32.12	\$32.43	\$32.74	\$33.05	\$33.36

Advanced \$1.00/hr
Paramedic \$2.00/hr

7/1/2027	Completed years of service	Year 1	Year 2	Year 3	Year 4	Year 5	Year 7	Year 10	Year 15	Year 20
3% COLA										
Base Pay										
Asst Chief	\$35.13	\$35.48	\$35.65	\$35.83	\$36.00	\$36.18	\$36.53	\$36.88	\$37.23	\$37.58
Captain	\$33.61	\$33.95	\$34.11	\$34.28	\$34.45	\$34.62	\$34.95	\$35.29	\$35.63	\$35.96
Firefighter	\$32.12	\$32.44	\$32.60	\$32.76	\$32.92	\$33.08	\$33.40	\$33.72	\$34.04	\$34.37

Advanced \$1.00/hr
Paramedic \$2.00/hr

