

**Town of Ogunquit
Ogunquit Professional Fire Fighters,
IAFF Local 3771**



**Collective Bargaining Agreement
July 1, 2022 to June 30, 2025**

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ARTICLE 1 PREAMBLE

Section 1: Pursuant to the provisions of Chapter 9-A, revised Statutes of Maine, Title 26, as enacted by the Maine legislature in 1969 and Amended, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law," this agreement is made and entered into by and between the Town of Ogunquit, herein after referred to as the "Town" and the Ogunquit Professional Fire Fighters, IAFF Local 3771, herein after known referred to as the "Union."

ARTICLE 2 UNIT RECOGNITION

Section 1: The Town recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, grievance/arbitration issues, and personnel policies, practices and all matters affecting the working conditions of all full-time Firefighters, Firefighter/EMTs, Firefighter/A-EMTs, Firefighter/Paramedics, and Fire Captains employed by the Town of Ogunquit. Seasonal per diem firefighters will be Town employees, and not represented by the union.

Section 2: This Agreement shall not apply to Fire Officers (Management Officials) of the Fire-Rescue Department or persons not considered public employees.

ARTICLE 3 EMPLOYEE RIGHTS & RESPONSIBILITIES

Section 1: Employees covered by this Agreement shall have the right to join, or refrain from joining, the Union. No member of the Union shall be favored or discriminated against, either by the Town or by the Union, because of membership or non-membership in the Union.

Section 2: Full-time employee shall mean a public employee as defined in Title 29, M.R.S.A. §962 and someone who is included in the bargaining unit and is scheduled to work an average of forty-two (42) hours per week on a regular shift. All persons within this Unit who have worked at least six (6) months shall be considered regular, full-time employees and shall be subject to the provisions of this Agreement.

Section 3: The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment because of such individual's race, color, sex, marital status, age, religion, national or ethnic origin, physical or mental disability, veteran status, sexual orientation, gender identification, or any other protected class under federal and/or state law, except where based on a bona fide occupational qualification.

Section 4: The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of gender identity.

Section 5: Unit employees shall not be denied their rights to free speech or any other constitutional rights, provided, however, they do not use privileged information for personal reasons and their conduct during work hours does not impair the operations of Town government in any way.

Section 6: Any employee shall have the right to be represented or accompanied by the Union Steward or other Union representative when appearing before the Town Manager, Select Board, or their delegate on any grievance, or when disciplinary action is likely to result. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, the employee shall comply with the rules and then initiate a grievance if he/she feels it is necessary.

Section 7: Nothing herein is intended to deny any employee his/her lawful rights to file complaints with applicable regulatory agencies as allowed by law. The Town shall not engage in any acts of retribution whatsoever, provided, however, employees are encouraged to bring such matters of concern to the attention of the Fire Chief or Town Manager prior to filing any such complaints and employees shall be required to notify the Fire Chief normally within forty-eight (48) hours when any such complaints are filed, to include copies of any written submittals.

Section 8: Outside Employment: Bargaining unit employees may engage in outside employment, subject to the following:

- a. Unit employees shall notify the Fire Chief of their outside employment and update it every January of each year of the agreement. No employee may engage in outside employment which is in conflict with his/her position as a member of the fire department.
- b. No employee may work outside employment ten (10) hours prior to the start of their regular shift unless authorized by the Fire Chief.
- c. It is understood that the Summer Work Program shall take priority over part time work for all employees to continue to fulfill all third persons shifts as soon as possible.
- d. An employee shall notify the Fire Chief as to any injuries received in said "outside employment."

Section 9: Unit employees hired after the effective date of this agreement shall as a condition of employment, be required to reside within twenty (20) air miles of the Ogunquit Fire Station, unless otherwise agreed to by the parties. All current unit employees are grandfathered from this provision of the Agreement.

Section 10: All Unit employees shall furnish the Fire Chief with written and official documentation within seventy-two (72) hours in the event they are convicted or plead nolo

contender to a felony. Said documentation shall become a permanent part of that employee's personnel file and may result in discipline.

ARTICLE 4 MANAGEMENT'S RIGHTS

Section 1: Except as otherwise specifically provided in this Agreement, or otherwise mutually agreed to in writing by the parties, the OPFA recognizes the Town's exclusive rights to manage, direct and supervise the operations of the Ogunquit Fire-Rescue Department and all its employees, provided that the Town may not modify any terms or condition of employment contained in this Agreement without the written consent of the Union. In the event this Agreement is silent on any terms and conditions regarding Unit employees, the Town shall have the right to make any and all management decisions as it deems reasonable, however, the Town shall notify the Union in writing of any impending/proposed changes to working conditions at least 10 working days prior to the implementation date of the proposed change. The parties will attempt to address the proposed changes through the labor-management committee as outlined in Article 6 of this agreement. However, should the LMC be unable resolve the concerns relating to the proposed changes, then the Union shall have ten (10) working days to notify the Town of its intent to negotiate the proposed changes pursuant to Title 26 and this Agreement.

Section 2: Once the Town notifies the Union in writing of a new or revised change to working conditions, the parties will schedule a labor-management committee meeting pursuant to Article 6 of this Agreement for the purposes of attempting to address any and all changes to personnel policies, practices and matters affecting working conditions and its impact on the bargaining unit. However, should the LMC be unable resolve the concerns relating to any proposed changes, then the Union shall have ten (10) working days from the date of adjournment of their LMC meeting to notify the Town in writing of its intent to negotiate the proposed changes pursuant to Title 26 and this Agreement.

Section 3: The Town agrees to guarantee equal opportunity to all employees with respect to appointments and general working conditions, without regard to union membership, race, color, sex, marital status, age, religion, national or ethnic origin, physical or mental disability, veteran status, sexual orientation, gender identification, or any other protected class under federal and/or state law.

Section 4: The Town shall indemnify and save harmless (within the limits of the Town's insurance as prescribed by law) for loss or damage, all OPFA employees from any personal financial loss and expense including reasonable legal fees and costs if any, arising out of any claim, demand, suit or judgment against the indemnified person provided the employee is acting reasonably within the scope of his/her job responsibilities. The Town shall not pay or reimburse any employee for their personal legal expenses incurred by the use of their own attorney unless ordered by a court or specifically authorized by the Town Manager, however, it is understood that the Town's insurance carrier shall be obligated to provide separate qualified counsel to an eligible employee(s), as noted above, in the event the Town and the employee(s) have divergent interests.

Section 5: All promotions shall be on a fair and competitive basis. The promotional process is outlined in department policy 100-03. (Latest Version)

Section 6: In the event there is a need to appoint an acting officer, the town will appoint a qualified member from the eligibility list as outlined in the Temporary Assignment Policy 100-04. (Latest Version)

Section 7: Wherever this Agreement refers to Fire Chief or Town Manager, it shall be understood that such terms shall include any lawful designee acting in the place of the Fire Chief or Town Manager, including, but not limited to, duly appointed assistants.

ARTICLE 5 UNION RIGHTS AND RESPONSIBILITIES

Section 1: The Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the Unit. The Union is responsible for representing the interests of all employees in the Unit without discrimination and without regard to labor organization membership. However, nothing in this Agreement shall be so interpreted as to require the Union to represent a bargaining unit employee in processing a grievance, or to continue to represent him/her, if the Union considers the grievance to be invalid or without merit.

The Union further agrees to guarantee equal protection and service to all eligible employees covered under this Agreement without regard to union membership, race, color, sex, marital status, age, religion, national or ethnic origin, physical or mental disability, veteran status, sexual orientation, gender identification, or any other protected class under federal and/or state law.

Section 2: The Union shall be given the opportunity to have a representative at any formal discussion between one or more representatives of the Town and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or any examination of an employee of the unit by a representative of the Town in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action against the employee and the employee requests representation.

Section 3: The Town agrees to recognize the elected officers of the Union and any persons appointed to a position of responsibility as duly designated officials of the Union. The Union agrees to submit to the Town a list of officers/appointments on February 1st of each year and to update the names as changes occur within 30-days after changes made.

Section 4: The Union shall be allowed to install a bulletin board in a conspicuous place approved by the Fire Chief within the fire station. Approval by the Fire Chief shall not be unreasonably denied. The bulletin board shall not exceed sixteen (16) square feet in size.

Section 5: It is agreed that Union officials, as described in Section 3 above, are authorized a reasonable amount of official time away from the job while on duty to perform their

representational and Union duties and responsibilities promptly and expeditiously. Authorization for utilizing official time must be obtained from the Fire Chief prior to any Union official utilizing official time. Additional time may be authorized by the Fire Chief. A total of up to forty-eight (48) hours of paid time will be provided for union business on an annual basis. Once that 48-hours has been used, employees will be required to use their PTO accruals or otherwise time off will be unpaid. The 48 hours is a total amount provided to the Union.

Section 6: With the permission of the Fire Chief, the Union may continue to conduct its business, including the conduct of Union meetings, at the fire station. The entire on duty crew will be allowed to attend. The conduct of Union business shall not interfere with normal activities of the Department.

Section 7: The Union agrees that the Union, its officers and members will not engage in strikes, slowdowns, or work stoppages. Such activities engaged in by unit employees may be just cause for dismissal.

Section 8: Union Dues Deduction: The Town agrees to deduct Union dues and other voluntary contributions from the paycheck of any OPFA employee who submits a signed authorization form. Said deductions shall be remitted to the OPFA treasurer with a list of contributors on or before the 15th day of the following month and every month thereafter.

- a. The Union agrees to promptly refund to the Town any union dues amount that are paid in error upon presentation of proper documentation thereof.
- b. The Union shall indemnify, defend and save the Town harmless against any and all claims, demands or grievances by any bargaining unit member or his/her personal representatives as a result of paycheck deductions by the Town in reliance upon payroll deduction authorizations submitted by the Union to the Town.

Section 9: The Union shall not be denied their rights to free speech or any other constitutional rights, provided, however, they do not use privileged information for personal reasons and their conduct during work hours does not impair the operations of Town government in any way.

Section 10: The Union shall have the exclusive right to establish and enforce its own bylaws. Nothing herein shall be construed to allow the Town to interfere or infringe upon the Union's procedures as they relate to the internal affairs and organizational issues of the union.

ARTICLE 6 LABOR-MANAGEMENT PARTNERSHIP

Section 1: The Parties agree to maintain a labor management relationship where the Town, the Union, and all Fire Department employees shall work together to maintain a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever-changing needs of the Fire Department and the Town of Ogunquit. Furthermore, the parties agree to implement this relationship with a firm commitment to avoid an adversarial relationship and work together

towards maintaining a quality labor-management relationship that fosters mutually beneficial outcomes.

To support and further this goal, the parties will meet as necessary at a mutually agreed upon date/time and location for the purpose of providing a means for allowing the Town and the Union to identify and/or raise problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these issues/problems so that the mission of the Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees. Appendix A is a copy of the Memorandum of Understanding (MOU) that the parties have agreed to govern the Labor-Management Committee.

ARTICLE 7 GRIEVANCE/ARBITRATION PROCEDURES

Section 1: A Grievance shall mean any claimed violation, misinterpretation or misapplication that may arise between the Town, the Union and/or any bargaining unit employee(s) relating to this agreement and/or any personnel policy, practice or matter affecting the working conditions of unit employees.

Section 2: Nothing in this Article shall be deemed to deny an aggrieved unit employee the right to present their own grievance as set forth in Title 26, M.R.S.A. In such event, the aggrieved employee shall forward a copy of the grievance being filed with any and all supporting information and material to the President of IAFF Local 3771. In addition, the Union shall have the right to be present at any meeting between the Town and the aggrieved employee filing a grievance under this section. No resolution of a grievance under this provision shall be inconsistent with the provisions of this Agreement. The Union will be provided a copy of any decision rendered by the Town under this section.

Section 3: Except in the case of disciplinary actions, individual identical grievances may be consolidated at Step 2 and processed by the Union as one grievance throughout the remainder of the procedure by mutual consent of the parties. Any decision rendered in connection with a consolidated grievance shall be binding on the other grievance(s).

Section 4: A grievance will be considered timely if it is submitted within twenty-one (21) calendar days from the date of the incident out of which the grievance arose or within twenty-one (21) calendar days of the date the grievant became aware of the incident.

The grievance must be presented in writing and contain a precise description of the grievance (who, what, where, when, how) with enough information contained therein to identify the specific nature of the grievance, the specific provision of the agreement, law, ordinance or policy in which the Town has discretion which is alleged to have been violated, a statement of the remedial action or relief sought, i.e., the personal corrective action desired, evidence (documentary, if available) to support the grievance, the name of the designated representative, and any additional pertinent information to support the grievance.

Section 5: Grievance Procedure:

Step 1: An employee(s)/Union who claims to have a grievance shall present it to the Fire Chief in writing as outlined in Section 4 above. The Fire Chief shall meet with the parties to resolve the grievance within ten (10) calendar days after receipt of the written grievance. If resolution of the grievance is not within the authority of the Fire Chief, he/she shall so inform the grievant and his/her representative at this meeting and refer them to Step 2 of the grievance procedure.

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

Step 2: If the Fire Chief's decision is unsatisfactory, the employee/Union may, within ten (10) calendar days after receipt of the Step 1 decision, forward it to the Town Manager for action. The Town Manager shall convene a meeting with the parties within ten (10) calendar days after receipt of the grievance. The Town Manager shall render a decision in writing, within ten (10) calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employees and the employee's representative.

Step 3: If the Town Manager's decision is unsatisfactory, the employee/Union may, within ten (10) calendar days after receipt of the Step 2 decision, forward it to the Select Board for action. The Select Board shall convene a hearing in Executive Session with the parties within fifteen (15) calendar days after receipt of the grievance. The Select Board shall render a decision in writing, within ten (10) calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee(s) and the employee's representative.

Step 4: If the Select Board's decision is unsatisfactory or the Parties are unable to resolve the grievance as a result of the Step 3 hearing, the Union may, within fourteen (14) calendar days of the Step 2 response, file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance; or if the services of the Maine Board of Arbitration and Conciliation become unavailable, the parties can seek an arbitrator from either American Arbitration Association, the Federal Mediation and Conciliation Service or single arbitrator, whichever is available and mutually agreeable to the parties. Thereafter, in so much as possible, the arbitrator shall hold a hearing within thirty (30) calendar days, but no later than ninety (90) calendar days.

Step 5: Arbitration Procedure: The arbitrator shall confine himself/herself to the issues raised during the grievance as submitted during Step-4 3 and any evidence related thereto. The arbitrator shall have no authority to add to, subtract from or modify any of the provisions of this Agreement. The arbitrator shall hold a hearing and decide the issue presented within thirty (30) days, but no later than ninety (90) days of being selected. The arbitrator's decision shall be final and binding on the parties.

Section 6: Miscellaneous:

- a. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue as a threshold question before the arbitrator.
- b. Failure by the grievant or the OPFA to adhere to the time limits within this grievance procedure shall terminate the grievance as null and void.
- c. Failure of the Town or its representative to render a decision within the specified time shall be construed as denial of the grievance.
- d. Time limits outlined in this article may be extended by written mutual consent of the parties
- e. Grievances concerning letters of caution or requirements, letters of reprimand, suspensions and terminations will be processed under this procedure beginning at the step above the level of management that affected the disciplinary action.
- f. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union. Each party shall be responsible for compensating its own outside representatives and expert witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE 8 DISCIPLINARY ACTIONS

Section 1: The parties agree that the purpose of disciplinary action is to correct the offending employee's behavior/performance and maintain discipline and morale among other Fire Department employees.

Section 2: The Fire Chief or Town Manager may bring any violation of this Agreement or Town personnel policy and/or practice to the attention of the employee and impose disciplinary action. Such disciplinary actions shall only be taken for just cause. Any disciplinary action taken against an employee shall be subject to the grievance procedure.

Section 3: Notwithstanding the Town's ability to provide verbal counseling to any employee at any time and to document such events as may be necessary, disciplinary action may normally be dispensed in the following manner, although it need not be administered in this order:

- a. Written Reprimand
- b. Suspension without Pay
- c. Demotion
- d. Discharge/Termination

Disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being administered, taking into consideration an employee's past conduct. The sequence described above need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge, as determined by the Fire Chief or Town Manager, subject to the employee's right of appeal in accordance with the provisions of Article 7.

Section 4: Prior to initiating disciplinary action, the following procedures will normally be followed:

- a. If the Town contemplates the suspension or termination of an employee, he/she may be immediately placed on paid administrative leave pending the investigation and the final determination with respect to the proposed disciplinary action.
- b. The Town will make every effort to issue a written notice of the alleged offense and proposed discipline as soon as possible, normally ten (10) calendar days after becoming aware of the incident.
- c. 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.
- d. The employee will be notified in advance of the time of the discussion, and if the employee is advised that disciplinary action is being contemplated, the employee is entitled to have a Union representative present. Once a representative is requested the employee will be allowed a reasonable amount of time, normally not more than five (5) calendar days, to obtain union representation. During this delay no further questioning of the employee will take place.
- e. The employee or his/her 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.
- f. 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.
 - 1) If an employee is subsequently suspended, he/she shall be notified in writing of the effective date(s), reason and duration. Said notice shall be presented upon his/her return to work, or within seventy-two (72) hours of the suspension taking place, whichever comes first. Said notice shall also contain a statement informing the employee of his/her rights of appeal under the grievance proceedings as set forth herein. A suspension shall be unpaid (suspended employees shall not be eligible for leave pay) and shall not exceed two (2) weeks. During the period of suspension, employees shall remain obligated to pay the employee's share of insurance premiums as set forth herein.

- 2) If the employee is subsequently discharged, he/she shall be informed of the reason(s) for discharge and of the effective date within seventy-two (72) hours of the discharge taking place. Said notice shall also contain a statement informing the employee of his/her rights of appeal under the grievance proceedings as set forth herein.

Section 5: All disciplinary actions shall become a part of the employee's official personnel file and shall be purged pursuant to Article 9 of this Agreement. If no disciplinary action is sustained against the employee, all reference to such action will be withdrawn from the employee's official personnel file.

Section 6: In the event an employee is the recipient of three (3) disciplinary actions (not including verbal counseling) within a five (5) year period and the previous two (2) disciplinary actions are part of that employee's personnel file, (have not been previously purged) that employee may be discharged for misconduct.

ARTICLE 9 PERSONNEL FILE

Section 1: Personnel files shall be administered in accordance with the provisions of 26 MRSA 631, 30-A MRSA 503 and 30-A MRSA 2702. Employees shall be allowed access to their personnel files upon request. Employees shall be entitled to copies of said materials at no charge at the earliest possible convenience of the record holder.

Section 2: Employees shall be required to acknowledge all records of disciplinary action inserted into their personnel file with a signature affixed to the document and returned to the Town Manager or Fire Chief, whether or not they agree with the action. Employees shall be entitled to submit a written rebuttal of a disciplinary action for insertion in their personnel file, provided such correspondence is received by the Town Manager within seven (7) working days of the notice being acknowledged by the employee. Every disciplinary notice shall include a statement advising employees of their right to grieve and/or refute the disciplinary action as set forth in this Agreement.

Section 3: All discipline infractions 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. All employee refutations which go into the personnel file shall also be expunged along with the items to which they pertain.

ARTICLE 10 SENIORITY

Section 1: The Town shall establish a Seniority List on or about the first of January of each year based on months of employee's creditable service. The Union shall post said list on its bulletin board and may contest said list in accordance with the grievance procedures set forth herein.

Section 2: Creditable service unit shall mean a complete month during which a full-time employee is actively working for the Town (to include time spent on FMLA leave, military leave

and all forms of paid leave). An interruption or cessation in creditable service shall only take place upon (a) a voluntary reduction in hours; (b) a discharge; (c) a resignation; or (d) a LWOP not otherwise exempted herein or by law whereby the employee does not work six (6) entire shifts in any consecutive period.

Section 3: Seniority shall be used as the basis by which leave time is approved in the event two or more employees submit a request for leave on the same day for the same period and the Fire Chief determines that each request cannot be approved for staffing reasons, the employee(s) with the most creditable service shall be given preference.

In the event the employees have the same amount of creditable service, preference shall be based first on date of hire, and secondly on the date on which the employment application was received by the Town.

ARTICLE 11 LAYOFFS & REDUCTION IN FORCE

Section 1: In the event the Town determines it is necessary to layoff personnel in the Fire Department, employees shall be laid off according to seniority qualifications. Seniority shall be the determining factor except when a more junior employee has demonstrated superior job performance than the more senior employee. In such circumstance, the junior employee may be retained and the more senior employee laid-off.

Section 2: All employees shall be given a thirty (30) calendar day written notice prior to layoff. In addition, laid-off employees shall be entitled to continue health and dental insurance benefits as set forth herein through the last day of the next full three months following the effective date of layoff. Employees shall remain obligated to pay the employee's share of insurance premiums as set forth herein for the three (3) month period.

Section 3: Laid-off employees shall be recalled in reverse order of layoff. The recall period shall be twelve (12) months from the effective date of the layoff Notice of the recall shall be sent by certified mail, return receipt requested, to the last known mailing address of the laid-off employee. It shall be the responsibility of the employee to provide the Town Manager with the employee's current mailing address. The employee shall have fourteen (14) calendar days from the first attempt by the post office to deliver the certified letter to inform the Town Manager, in writing, of his/her intent.

Section 4: Laid off employees shall be given hiring preference for any Town vacancies (upon employee application if the Town determines the employee to be qualified) for one year as of the date of the layoff.

Section 5: If an employee is laid-off, he/she shall be paid all accumulated Paid Time Off (PTO) and Compensatory Time (100%) in one lump sum as of the effective date of layoff. In the event a laid-off employee is reinstated within one (1) year of layoff, he or she shall have all previous creditable service restored and shall be immediately eligible to accumulate annual leave as otherwise set forth in this agreement.

**ARTICLE 12
HOLIDAYS**

Section 1: The following holidays shall be recognized as days on which all full-time employees are entitled to twelve (12) hours of extra pay at their base hourly wage rate, (treated as non-work hours for overtime purposes), to be disbursed as part of the pay period in which they occur:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (State of Maine Observance)
- President's Day (State of Maine Observance)
- Patriot's Day (State of Maine Observance)
- Memorial Day (State of Maine Observance)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (State of Maine Observance)
- Columbus Day (State of Maine Observance)
- Veteran's Day (November 11)
- Thanksgiving Day (Last Thursday in November)
- Christmas Day (December 25th)

Section 2: Employees whose regularly scheduled work shift begins on the above noted holidays shall be entitled to compensation at a rate of time and one-half of their base hourly wage rates for the entire shift worked, up to twenty-four (24) hours.

Section 3: Employees who are not scheduled to work on the holidays noted above but are authorized or required to work overtime on those days shall be entitled to double time for all hours actually worked on that holiday in lieu of call-back pay with a three (3) hour minimum.

**ARTICLE 13
PAID TIME OFF (PTO)**

Section 1: PTO Accrual: The Town shall provide employees with Paid Time Off (PTO) to be used by the employee for the purposes of vacation time, sick time, personal time, or for Union business, upon authorization by the Fire Chief which shall not be unreasonably denied. PTO approval shall be granted primarily on a first-come, first-served basis, but seniority may be a deciding factor in the event of conflicts and requests may be denied in order to ensure adequate staffing levels or respond to an emergency situation. Once approved, employees may be asked to voluntarily report to work (under call-back pay provisions) in the event of an unforeseen emergency if they are available. Such PTO shall be credited as being earned (up to the maximum amount) on the first business day of the calendar month.

In addition, the parties agree that PTO shall be charged as follows:

Week (2 Work Shifts) of PTO	Employee will be Charged 42 Hours
Day of PTO	Employee will be Charged 21 Hours
½ Day (12 hours) of PTO	Employee will be Charged 10.5 Hours
Less than 12-Hours of PTO	Employee will be Charged Hour by Hour
One Hour or Less	Employee will be Charged ¼ Hour Increments

Unit employees will accrue paid time-off at the following rates:

	Year 1	Year 2 - 5	Year 6 -10	Year 11- 20	Year 20+
Days Accrued Per Year	9.5	10.5	12.5	14.5	16.5
Hours Accrued Per Month	19	21	25	29	33

EPL – These accruals, when broken down weekly meets the Earned Paid Leave law of earning 1 hour for every 40 hours worked.

Section 2: Unit employees may accumulate hours according to the schedule above. Any hours of PTO more than **800 hours** as of June 30 of each year of the Collective Bargaining Agreement (CBA) will be paid out at 100%. PTO may be used in hourly increments and shall be credited on the first day of the month up to the maximum amount.

Section 3: Employees shall request PTO from the Fire Chief and/or his/her designated representative as far in advance as possible, normally at least seventy-two (72) hours prior to the leave, except in the case of unforeseen circumstances, illness, or emergencies, in which case employees shall notify the Fire Chief prior to the start of the workday or as soon thereafter as reasonably practicable.

Section 4: Unit employees may, at any time upon seven (7) days written notice submitted to and subject to the approval of the Fire Chief, utilize accumulated PTO as a cash benefit, (treated as non-work wages for overtime purposes) at a buy-out rate of one-hundred percent (100%) provided the employee has used at least forty-eight (48) hours of PTO within the previous twelve (12) months and maintains a balance of eighty-four (84) hours.

Section 5: Upon separation from employment with the Town of Ogunquit, unit employees will get a cash payout of unused PTO as follows:

- a. Line of duty death - 100% of unused PTO hours to be paid to beneficiary as soon as reasonably possible.
- b. Death outside of the department - 100% of unused PTO to be paid to beneficiary as soon as reasonably possible.
- c. Separation from the department - 100% of the first 420 hours of unused PTO and 50% of any PTO in excess of 420 hours unless otherwise agreed to by the parties.
- d. Termination from employment - 25% of unused PTO unless otherwise agreed to by the parties.
- e. Medical Separation: 100% of unused PTO up to 600 hours to be paid to the employee. Any PTO greater shall be paid out at 50%.

Section 6: Notification and Documentation: An employee absent and /or utilizing PTO because of any one or more of the foregoing reasons shall cause such fact to be reported to the Fire Chief prior to the start of his/her shift, except that FMLA notice to be provided as per Article 14, Section

5. An employee on sick/FMLA leave shall call in when he/she is able to return to duty. The employee may be required to provide medical documentation if the absence is in excess of three (3) work shifts whenever such leave has not been pre-approved by the Fire Chief.

ARTICLE 14 OTHER ABSENCES AND LEAVE

Section 1: Bereavement Leave: In the event of death in the immediate family of a unit employee and upon the authorization of the Fire Chief and/or his/her designated representative, the employee shall be granted up to four (4) shifts of absence with full pay to make necessary arrangements and to attend the funeral. "Immediate family" is hereby defined to include: spouse, children, mother, father, brothers, sisters, mother-in-law, father-in-law, step-parents, step-children, and domestic partner/significant other and grandparents. The Town Manager may extend the amount of time allowed in this section on a case-by-case basis.

Section 2: Military Leave: Employees shall be granted military leave of absence without loss of seniority, to fulfill their military duties in the Armed Forces, National Guard, or Military Reserves. The Town shall be providing for military leave in accordance with the provisions of Title 26, M.R.S.A. Chapter 7; Subchapter 5. Employees on military leave may elect to receive available PTO pay in such increments as they desire, (up to 42 hours per week), to meet insurance contribution payments or for any other reason. In the event an employee with at least twenty-four (24) months of creditable service is called to active duty, the Town shall make-up the difference in lost wages that would have otherwise been earned based upon a forty-two (42) hour work week at the base rate of pay less the gross military earnings as documented by a pay check stub for a period not exceeding one year.

Section 3: Jury Duty: Employees on jury duty who miss work shall receive their regularly scheduled base pay in exchange for transfer to the Town of any compensation (not including mileage) received for their attendance. When not actually serving on a jury or sequestered, employees shall otherwise report to work as scheduled as soon as reasonable.

Section 4: Court Appearances: In the event an employee must miss work due to a court appearance for "work related" reasons or to recount an event witnessed during work hours, the employee shall receive his/her regular pay in exchange for transfer to the Town of any compensation (not including mileage) received for attendance. Should a unit employee have to miss work due to a court appearance for "non-work related" reasons, such time shall not be compensable as actual work time, but the employee may utilize available PTO.

Unit employees who will miss work due to a court appearance as referenced above, must notify the Fire Chief as soon as practicable and furnish written evidence of a subpoena, summons, etc., in order to be paid wages for actual work time or a request/approval for leave.

For the purposes of this Article, court time may also include administrative hearings, quasi-judicial proceedings, depositions and consultations with legal counsel and/or union representatives in preparation for a court case or any administrative procedure covered by this agreement.

Section 5: Family Medical Leave: The Family and Medical Leave Act (FMLA) entitles unit employees to take unpaid, job-protected leave for specified family and medical reasons. The FMLA will be administered pursuant to 29 CFR Part 825 and the employer will provide unit employees with updated information on FMLA benefits on an annual basis.

Unit employees must give the Fire Chief at least a thirty (30) day written notice whenever possible if leave is to be requested under FMLA, otherwise written notice shall be given as soon as practicable. The employee shall be required to provide sufficient information for the Fire Chief to determine if the leave may qualify for FMLA protection and the anticipated timing/duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees may also be required to provide medical certification and periodic recertification from the appropriate healthcare provider, at the employee's, expense supporting the need for the family leave.

Section 6: Leave Without Pay (LWOP): Unit employees may, with prior written approval of the Town Manager, be granted an unpaid leave of absence of no more than twelve (12) months for compelling and urgent personal reasons. During such time, employees shall not be entitled to any Town paid benefits or creditable service earnings and/or will not accrue any Paid Time Off (PTO) while on LWOP, but they may continue to receive insurance benefits through the Town at the Employee's own full cost. Leave Without Pay will not be approved for unit employees seeking full time employment outside of the Town of Ogunquit.

Section 7: Americans with Disabilities Act: The Town will notify the union as soon as it becomes aware of any situations concerning an existing unit employee requiring a reasonable accommodation within the terms of the Americans with Disabilities Act (28 CFR Part 35). The Town will provide the union with all relevant information and bargain with the Union concerning any accommodation that departs from any of the terms of this contract or from any existing practice.

Section 8: Trading of Time: Unit employees may substitute (trade-time) for each other with the permission of the Fire Chief. Requests for trade-time must be submitted in advance of the requested trade. Permission to trade-time shall not be unreasonably denied except to prevent double shifts or ensure adequate coverage based on staffing needs. It shall be understood that swapping shifts shall be voluntary on the part of all employees involved and that approval shall not result in any Town liability for payment of overtime wages or any other foul). of compensation or benefits (including leave pay) that deviates from the regular work schedule.

ARTICLE 15 HOURS OF WORK AND OVERTIME

Section 1: Fire Department Staffing: The Employer agrees that it shall employ the services of at least two (2) full-time unit employees (Firefighter II/Paramedic and/or Firefighter IPA-EMT) for a total of eight (8) full time unit employees to cover shifts at all times.

Section 2: Hours of Work: The regular work week for full-time unit employees shall consist of forty-two (42) hours per week, averaged over an eight-week cycle. The standard work-day shall consist of a twenty-four (24) hour shift. The work schedule shall be the twenty-four (24) hours on-duty and forty-eight (48) hours off-duty and twenty-four (24) hours on-duty then ninety-six (96) hours off-duty schedule unless otherwise mutually agreed to by the parties.

Section 3: Summer Seasonal Work Program: The parties recognize the need to enhance the Fire Protection & Emergency Medical Service Program of the Town of Ogunquit during the five (5) months (20 Weeks) between May and October annually. To this end, the parties have agreed to "add" a third qualified person for a period of 20 weeks, hours of operation to be set by the Fire Chief to staff and/or fill the third person on each shift the parties have agreed to the following:

- a. If the Summer Seasonal positions are going to be filled, each member will be given the choice to work 210 hours of the available shifts. The remaining hours shall be offered to qualified personnel in the following order:
 1. Call Firefighter II/EMT-A or Paramedic
 2. Paramedic
 3. Call Firefighter II/EMT
 4. Call Firefighter I
 5. Qualified Ambulance Driver
 6. Force-in (If Necessary)
- b. The parties agree that in January of each year of this agreement, the Fire Chief will publish a schedule for the Summer Seasonal Work Program. This schedule will be established to ensure that the 3rd person shifts throughout the peak performance periods as outlined in Section 3 are covered and to ensure that all unit employees are scheduled to work the guaranteed 210 hours of the scheduled shifts. The remaining shifts will be offered according to subsection a. Any remaining unfilled shifts will be offered to the members and distributed amongst the members equally.
- c. Unit employees "forced-in" to fill seasonal shifts will be compensated pursuant to Section 5 of this article.

Section 4: Employees Pay Period: The weekly pay period shall be seven (7) days beginning at 8:00am on Sunday through 7:59am on the following Sunday. Unit employees shall be paid on or about the Thursday following the preceding pay period and compensation shall apply to an average 42 hour work week based on a specific number of shifts to be worked over a specific period, (example: an employee will work fourteen 24-hour shifts over an 8 week period), to include approved leave time as authorized by the Fire Chief and as otherwise set forth in this Agreement.

Section 5: Overtime: The Town may require unit employees to work beyond the end of their scheduled shift and in addition to their regular 42-hour work week for public safety reasons. Such time shall be compensated at the base wage rate unless the employee is otherwise eligible for overtime pay in accordance with the provisions of this Article. Overtime is defined as time

actually worked over fifty-three (53) hours a week unless the employee is "forced-in" to work overtime. Overtime shall be paid at the rate of one and one-half (1.5) times the employee's hourly rate for "all" hours worked over 53 hours per week. In addition, any time a unit employee is "forced-in" to work, any overtime shall be compensated at a rate of one and one-half (1.5) times the employee's hourly rate for all forced-in hours worked. Mandatory training and meetings will be considered a force in and compensated at one and one-half (1.5) times the employee's hourly rate.

Section 6: No employee shall work overtime unless authorized by the Fire Chief. The parties agree to develop and maintain a Fire Department SOP covering the terms/conditions for authorizing/approving overtime assignments and other related terms/conditions as the parties mutually agree to.

As part of the Overtime Standard Operating Procedure, an on-call rotation for OPFA employee voluntary overtime and shift coverage list based on seniority, will be maintained and used for filling staffing vacancies/needs.

Section 7: Call Back: Employees shall be expected to be available for emergency callback whenever requested to report to work through the dispatch center or when otherwise directed by the Fire Chief (pursuant to the Overtime Standard Operating Procedure). Employees who are required to report to work for call-back purposes, which may include mutual aid assistance calls, shall be paid and required to work a minimum of three (3) hours as outlined in Section 5 of this article. If released by the Fire Chief within the three (3) hour call back period, employees will still receive the minimum three (3) hour pay.

Section 8: Scheduled Meetings/Training: Employees notified at least seventy-two (72) hours in advance of an early work day start or scheduled duty that requires a return to work for staff meetings or training or specific purposes shall not be eligible for call-back pay, but may be eligible for overtime pay as outlined in Section 5 of this article.

Section 9: Unit employees shall maintain daily time records to be used as the basis for determining all compensation periods. Time records shall note all work arrival times, departure times, (except for paid breaks) and authorized leaves, using a Town clock and the next closest minute. Time records shall be submitted to the Fire Chief for review and approval.

ARTICLE 16 STATION UNIFORMS

Section 1: The Town shall provide unit employees with the basic clothing and uniform items as outlined in department policy 100.05. **(Latest Version)**

Section 2: Unit employees shall always dress professionally while representing the Town in any capacity. Accordingly, all gear and clothing, whether Town owned or personal, shall conform to the highest possible standards as may be determined by the Fire Chief. It shall be expressly understood that employee time spent in dress uniforms while participating in parades, funeral

details or other such non-official duties that take place outside of the work shift shall be strictly on a voluntary basis with no compensation unless otherwise approved by the Fire Chief.

Section 3: All clothing and uniforms, excluding fitness gear and any footwear, purchased and/or provided for an employee shall remain the property of the Town. All such items provided to employees by the Town shall be returned to the Town when directed by the Fire Chief or upon employment separation.

ARTICLE 17 HEALTH AND SAFETY

Section 1: The Town will assure that safe and healthful working conditions are provided for unit employees pursuant to existing law, rule or regulation. The Union agrees to cooperate with the Town by encouraging unit employees to work in a safe manner and wear protective clothing and equipment prescribed by the Town and to report observed safety and health hazards to the Town in accordance with applicable procedures. In addition, the parties agree to work together to address Fire Department safety issues and develop a Plan of Action and Milestones for complying with the applicable occupational standards and for providing safe and healthful working conditions for unit employees.

Section 2: Personal Protective Clothing: The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, such as personal alarm devices, or personal floatation devices, necessary to preserve and protect the safety and health of fire fighters as determined by the Fire Chief. The unit members agree to exercise proper care and to be responsible for all department property issued or entrusted to them. All protective clothing and equipment shall meet the applicable National Fire Protection Association NFPA standard(s). It is understood that the department shall not be required to replace protective equipment because of a change to NFPA standards unless the standard is adopted and approved by the Fire Chief through the labor management process. The changeover shall be accomplished within the time frame agreed upon.

To this end, unit employees shall be issued:

1. Fire Helmet
2. Turnout Coat
3. Turnout Pants and Suspenders
4. Boots
5. Protective Gloves
6. Self-Contained Breathing Apparatus Mask
7. Protective Hood

Section 3: Maintenance of Apparatus/Equipment: The Town shall continue to provide all unit employees with the necessary tools of the trade and safety gear, as required by law or otherwise required by the Fire Chief to perform the essential duties of the position. In addition, the Town shall continue to provide for the inspection and testing and proper maintenance of apparatus and firefighting equipment used by unit employees.

The Town shall take prompt and appropriate action when an unsafe condition is reported to or observed by the Town. Repairs will be accomplished by qualified personnel. The Town agrees that all emergency motorized firefighting equipment and apparatus will receive top priority for maintenance or replacement. The Town further agrees that any portable fire-fighting equipment that is found to be deficient will be immediately taken out of service until properly repaired or replaced. No Town-owned motorized vehicles or power equipment shall be utilized for any reason, including personal use by unit employees or removed from the fire department/station without specific authorization by the Fire Chief.

Section 4: Employees shall be provided with a pager and/or portable radio at no cost to the employee. All clothing, personal equipment, protective gear, (excluding footwear), tools, communication devices, etc., purchased for an employee shall remain the property of the Town and it is incumbent upon each employee to properly maintain and care for these items at all times. All such items provided to employees by the Town shall be returned to the Town when directed by the Fire Chief or upon employment separation. Employees shall be responsible for providing replacements of such items, except for losses attributable to normal wear and tear or incidents beyond the control of the employee, in which case the Fire Chief shall authorize replacements on an as-needed basis at Town expense.

Section 5: Wellness/Fitness Initiatives: The parties agree to implement a medical, wellness and physical fitness program for unit employees to obtain/maintain a level of wellness/fitness consistent with the duties he or she may be called upon to perform. The parties agree to develop the necessary Standard Operating Procedure(s) for implementing the terms and conditions of this article.

The Program while utilizing the IAFF/IAFC Program as a guide and/or reference shall include the following:

- a) Identify Occupational Healthcare Provider (Work Well Occupational Health Center).
- b) Medical Evaluation and Surveillance, and Behavioral Health.
- c) Immunization/Inoculations Section/Requirements.
- d) Fitness Initiative.
- e) Handling/Processing Work-Related Injuries/Illnesses.
- f) Injury/Illness and Medical Rehabilitation (Return to Work Program).
- g) Other programs as agreed by the parties.

Section 6: Tobacco Free Workplace: In order to provide a healthy workplace environment, smoking and chewing of tobacco is prohibited in the workplace. For the purpose of this policy, smoking includes the use of electronic and vapor cigarettes. Smoking or tobacco chewing is

prohibited while working with citizens, vendors, members of the public, and other employees. Violations of this policy may result in appropriate disciplinary action up to and including termination of employment.

The parties further agree to cooperate and work together to persuade and encourage existing unit employees to stop smoking and/or using any tobacco products. Unit employees will be required to participate in all courses/programs designed to assist employees to stop smoking that are mutually agreed to by the parties and employees are encouraged to access the smoking courses and/or programs authorized and/or approved by the Town's health insurance programs. Unit employees who successfully complete a smoking class/program, quit smoking, and refrain from using any tobacco products and sign the Non-Smoking commitment letter will receive a onetime bonus as determined by the parties within 14 days of signing the condition of employment letter.

Section 7: Medical Surveillance Program: In partnership with the Union, the Employer agrees to develop and implement a program of systematic medical testing for potential work-related and non-work-related illnesses, injuries, or disabilities which may arise because of the nature of the work process and the exposure of the employees to dangerous substances. The program shall be carried out without cost to the employee and every attempt will be made to permit employees to conduct their medical exams/appointments during normal working hours.

- a. The Town's Medical Care Provider (MCP) has been identified as Work Well Occupational Health Center, Biddeford, Maine.
- b. All new unit employees will be required to have a pre-hire baseline physical with the Town's MCP/Work Well, without cost to the employee, with follow-ups annually by their Primary Care Physician (PCP), coverage provided through Town sponsored health insurance.
- c. Existing unit employees as of July 1, 2014 are required to have a base line physical by 6-30-15 (and thereafter annually) by their PCP, coverage provided through Town sponsored health insurance and at no cost to the employee.
- d. The parties, with the assistance of the Town's MCP/Work Well, will develop and maintain the necessary Physical Examination and Respirator Medical Evaluation Questionnaire/Forms to be completed by the employee's PCP and reviewed by the Town's MCP.
- e. Upon completion of their annual physical exam, unit employees are required to submit the appropriate medical documentation demonstrating their Fitness-For-Duty from their PCP. The Annual Physical, Fitness-for-Duty Forms(s) and the employee's completed/signed Respirator Medical Evaluation Questionnaire must be submitted to the Town's MCP/Work Well as soon as possible but NLT 30-days from the date of their annual physical is completed.
- f. Upon receipt of the unit employee's annual physical documentation, the Town's MCP/Work Well will review the employee's annual physical evaluation file to certify the

employee is fit-for-duty. Depending on the MCP's findings, the employee may require additional evaluation and/or testing to confirm fitness-for-duty outcome. Any additional evaluation and/or testing would be coordinated through the Employee's PCP, utilizing the Town sponsored health insurance and at no cost to the employee.

- g. In the event of a disagreement between the employee's PCP and the Town's MCP/Work Well, with regard to fitness-for-duty or related testing, at no cost to the employee, the Town will assume the cost of a 3rd opinion and associated testing not covered by the employee's health care insurance.
- h. All medical records shall be kept confidential from the employer, except upon written consent of the employee.

Section 8: Fitness Initiative: The parties agree to work together to develop, implement and maintain a "Fitness Program" based on the principles of the IAFF/IAFC Joint Labor Management Wellness/Fitness Program. The program will be mandatory, part of the employee's daily work assignments and non-punitive provided however that prior to beginning the program, each unit employee must have taken a physical examination specified in this article and receive a written evaluation from his/her primary care physician which shall be provided to the Fire Chief before beginning the fitness program. The program shall include a baseline fitness evaluation, individual fitness and training goals, follow-up fitness re-evaluations as needed by determination of the primary care physician. To this end, the parties have agreed to create and maintain a Fire Department Standard Operating Procedure for implementing the Ogunquit Fire Department's Fitness Initiative.

The Town shall contribute up to two hundred fifty dollars (\$250) per fiscal year per unit employee as a reimbursement towards expenditures that promote their health, wellness and fitness. Reimbursable items include durable fitness equipment & footwear, as well as health club memberships, yoga or other fitness classes, consultations or services provided by licensed wellness professionals, including nutrition, acupuncture, massage, weight-loss, tobacco cessation, etc. (Other programs not enumerated here may also be allowed with permission of the Fire Chief - check before committing.) Clothing and food are not reimbursable. In the event this type of benefit becomes available within the Town sponsored health insurance plan, this benefit may be discontinued as mutually agreed to by the parties.

Section 9: Job-Related Injuries/Illnesses: Employees who are covered by this Agreement, and who sustain an accepted worker's compensation claim due to a workplace injury or illness, shall receive in addition to compensation paid or payable under the Workers' Compensation Act, an amount sufficient to bring them up to full salary, as established by workers' compensation while any incapacity exists, and until they are placed on disability retirement, reach their Maximum Medical Improvement (MMI), or return to active duty. Absence because of such injuries/illness shall not be charged to accumulated leave. The Town reserves the right to require an independent medical examination to determine the extent of incapacity and the Town reserves the right to require the employee to perform work for which he/she is physically qualified as outlined in the Fire Department's SOP implementing this article.

Section 10: Benefits During Disputed Workers' Compensation Claims: Disputed Worker's compensation issues for unit employees shall be administered in accordance with applicable State laws and regulations. During the period that a unit employee is incapacitated and unable to work because of an injury/illness that may be connected to a job-related injury/illness during the period that the employee's workers compensation claim is in dispute, the unit employee shall be eligible for Short Term Disability (52 weeks of Income Protection) for up to one (1) year. The unit employee will continue to accrue Paid Time Off (PTO) and remain on all benefit plans, and may use any available, Sick Bank Time, and/or accrued PTO to make up the difference between the Income Protection Payments and the unit employee's regular pay, or to cover the unit employee's portion of their benefit payments.

At the end of the initial 52-week period, if the unit employee's workers' compensation claim is unresolved and is still in dispute, then the parties will extend the period of job retention for up to an additional 52-weeks until the unit employee has reached his/her Maximum Medical Improvement (MMI), returned to active duty, is placed on disability retirement, or the workers' compensation case is resolved, as long as additional medical information is provided to demonstrate that one of these options is achievable during the extended time period. The unit employee may use any available Sick Bank Time, Paid Time Off, LWOP or any combination thereof to cover his/her absence. During this additional year, the Town will continue to pay its share of all benefits plans, except that PTO will not accrue. However, upon the approval of the Workers' Compensation Claim, the unit employee will be made whole with respect to any pay and/or benefits withheld and/or entitled to under Section 9 of this Article.

The Town reserves the right to require an independent medical examination to determine the extent of incapacity and the Town reserves the right to require the employee to perform work for which he/she is physically qualified as outlined in the Fire Department's SOP implementing this article. Disputes regarding this Section will be handled at Step 4 pursuant to Article 7 of this agreement.

Section 11: Non-Job Related Injuries/Illnesses: Bargaining unit employees that sustain a "non-job" related injury or illness may apply for Short Term Disability (STD/Income Protection) and shall be entitled to utilize their available Sick Bank Time, Paid Time Off (PTO), Shift Exchanges with other unit employees, donated PTO from other Town employees, and Leave Without Pay (LWOP) as approved by the Town Manager to cover periods of absence related to non-job related injuries and illnesses that are in excess of seven (7) work days as long as the request is supported by medical documentation from the employee's Primary Care Physician and/or Specialist that is treating the employee's illness/injury.

At the end of the STD, not to exceed 52 weeks, the Town Manager, on a case by case basis, may authorize LWOP to extend the period of job retention for up to an additional 52-weeks until the unit employee has reached his/her Maximum Medical Improvement (MMI), returned to active duty, or is placed on disability retirement, as long as additional medical information is provided to demonstrate that one of these options is achievable during the extended time period. PTO and holidays will not accrue after 12 months of the leave period.

If the employee is unable to present the additional information and is unable to return to work and continues to be unfit for duty, then the employer may take the necessary steps to terminate the employee for non-disciplinary reasons pursuant to this agreement. As outlined in Article 14, Section 6, employees utilizing approved LWOP may remain on Town sponsored insurance plans at their own full cost and shall not be entitled to any Town paid benefits or creditable service earnings and will not accrue any Paid Time Off (PTO).

Section 12: Fitness-For-Duty & Return to Work Policy: If the Town has a particular cause for concern about an employee's ability to safely perform the firefighter's job duties, the Town may require the firefighter to get a fitness-for-duty evaluation. The determination by the Town to refer an employee for a fitness-for-duty evaluation must involve consultation and coordination with the Town Manager.

To this end, if the Fire Chief obtains reliable information that an employee may be unfit for duty, or through personal observation believes an employee to be unfit for duty, he/she will validate and document the information or observations as soon as is practicable and will complete a Supervisor's Observation Report (to be developed by the parties) and must state the particular cause for concern in writing and the report must be forwarded to the Town Manager for review and action. The Town Manager will present the information or observations to the employee at the earliest possible time in order to validate them; and will allow the employee to explain his/her actions with Union representation if requested, or to correct any mistakes of fact contained in the description of those actions. The Town Manager will then determine whether the employee should leave the workplace immediately for safety reasons.

Unit employees being referred for a fitness-for-duty evaluation will be relieved of duties and placed on paid administrative leave pending completion of the evaluation and receipt of the results by the employee's primary care physician or the Town Medical Care Provider. The Town Manager will forward documentation from the Fire Chief to the employee's PCP or the Town MCP who will determine what type of fitness-for-duty examination is indicated and if the employee is fit-for-duty. The physician's evaluation is limited to the particular written cause for concern. No other fitness-for-duty evaluations are permitted.

If an employee is found to be unfit for duty, his/her employment and pay status will be determined on a case-by-case basis in accordance with applicable laws, rules and/or regulations and/or policies and procedures of the Town that have been mutually agreed to by the parties. Available employee leave accruals will be used to cover continued approved leaves of absence from work. In all cases an employee who has been referred for a fitness-for-duty evaluation must provide documentation from their PCP indicating his/her fitness for duty in order to return to work.

If at any time there is a conflict between the employee's PCP and the Town's MCP, the parties will agree upon a third equally qualified medical authority to conduct an independent medical evaluation at no cost to the employee to determine if the employee is fit for duty, has met his/her medical maximum improvement, can return to work after completing treatment plan and/or rehabilitation program prescribed for the employee and/or if the injury/illness is permanent and the employee will not be able to return to work.

Section 13: Modified Duty Return to Work: The Parties agree to create and maintain a Light Duty Return-to-Work Program consistent with the IAFF/IAFC WFI for unit employees.

The goals of the program are as follows:

To assist unit employee's in the return to his/her pre-injury/illness position with the Fire Department;

To provide some "connectedness" of the unit employee to the Department;

To speed up the recovery process;

To provide meaningful work for the Department and the unit employee;

To make maximum use of the unit employee's skills and abilities. To that end, the Town has agreed to work with the Union in defining specific work assignments or light duty activities that will be made available to employees injured/ill at work who are unable for period of time to perform their regular duties and responsibilities.

To this end, the parties will develop and maintain Light Duty Return to Work policies in the Fire Department's WFI Standard Operating procedure.

Section 14: Medical Evaluation & Treatment Costs/Payments: The Town will assume and pay, directly from its own funds or through the proceeds of health insurance or other insurance procured/provided by the Town, or a combination thereof, medical and hospital expenses required in the support of the Department's Wellness/Fitness Program and/or for the treatment of any in-line-of-duty injuries, illnesses and service-connected disabilities sustained by unit employees of the Town. Unit employees will utilize their Town-provided health insurance to pay for any and all job-related medical evaluations and/or treatment. If the employee has any deductibles and/or out-of-pocket expenses related to their work-related medical evaluations and/or treatments, the employee shall submit the original receipts to the Town Manager, via the Fire Chief for payment.

To this end, the Town will assume and pay for the following:

- a. Baseline physical for new/pre-hire unit employees, est. cost \$1,500.
- b. Annual Review of Respirator Medical Evaluation Questionnaire and Forms by Work Well, est. cost - \$30.00/EE/year; or
- c. Annual in-person Physical Examination and Respirator Medical Evaluation Questionnaire/Forms by Work Well, est. cost - \$75/EE/year.
- d. Any deductibles and/or out-of-pocket expenses not covered by insurance for any and all work-related medical evaluations and/or treatments.

- e. The cost of a 3rd opinion and/or additional medical testing/evaluation required, in the event the employee's PCP and Work Well disagree about a fitness-for-duty determination.
- f. Costs associated with any approved job-related injury and/or illness by workers' compensation pursuant to Title 39.

This represents the estimated extent of the Town's financial liability related to the Medical Surveillance Program as outlined in this Article. In the event that the total costs of the program increase by more than 10%, the Parties agree to revisit this program to understand the cost increases and to mutually determine ways to address the causes of those increases (if necessary).

ARTICLE 18 BENEFITS & WAGES

Section 1: Fire & EMS Certifications/Licenses and Educational Reimbursements: At a minimum, unit employees shall be required to maintain certification by the State of Maine as a Firefighter II, an Advanced Emergency Medical Technician (A-EMT), or Paramedic Level whichever is applicable to their current position as mutually agreed to by the parties. Upon the initial attainment of such requirements which shall be at the employee's expense, unless otherwise agreed to by the parties, the Town shall thereafter pay for all costs associated with renewals, except in the case of revocations unless mutually agreed to by the parties at a reasonable period of time after the employee submits the reimbursement request to the Town Manager, via the Fire Chief. The Town shall pay all costs associated with training, education and licensing that are mandated by the State of Maine or required and approved by the Fire Chief for firefighters, and EMT's, A-EMT's and/or Paramedics. Scheduling for such events shall be at the convenience of the Town, taking into account the employee's availability as may be reasonable.

- a. Unit employees who voluntarily request training or education that is not mandated by the State or Fire Chief may be eligible to do so at Town expense upon prior authorization of the Fire Chief when determined to be advantageous to the Town, and subject to the availability of budgeted funds. Such approval may also be conditioned in the form of expense reimbursement upon attainment of a satisfactory grade. Time spent engaged in these endeavors shall not be compensable or creditable unless approved in advance by the Fire Chief.

To encourage professional development, the Town agrees to continue providing the educational incentive pay plan as set forth in this section. The Town will provide an additional stipend for the award of a degree completed at an accredited institution of higher learning. To encourage professional development, the Town agrees to continue providing the educational incentive pay plan as set forth in this section. The Town will provide an additional stipend for the award of a degree completed at an accredited institution of higher learning. For the purposes of receiving this incentive pay, the Town will recognize accredited degrees as follows:

Associate Degree	\$15.00 per week
Bachelor's Degree	\$20.00 per week

- b. The Town agrees to continue to reimburse unit employees for 80% of the cost of tuition and books, for courses approved by the Fire Chief that are completed at an accredited institution for higher learning with a grade of "C" or better when courses relate to firefighting or EMS training or course of study.

Section 2: Annual Training Needs Assessment: The purpose of a training needs assessment is to identify performance requirements and the knowledge, skills, and abilities needed by the Fire Department's workforce to achieve the objectives and/or mission of the department. An effective training needs assessment will help direct resources to areas of greatest demand. The assessment should address resources needed to fulfill organizational mission, improve productivity, enhance individual employee's knowledge/skills and abilities and provide quality Fire and EMS Services to the community.

To this end, the parties agree to conduct an annual training needs assessment between October-November the Ogunquit Fire Department to determine what type of training is required for the upcoming year for planning and budget purposes.

Section 3: Health Care Plan: The Town agrees to provide the PPO 500 health insurance policy as provided and available through Maine Municipal Employees Health Trust or plans with comparable or better coverage including major medical as agreed to by the parties. Unit employees may select a single plan, two-person plan, family plan, or make plan changes as necessary depending upon eligibility and in accordance with the provider's rules. The Town shall pay eighty percent (80%) of the premiums of members and dependents and unit employees shall pay the remaining twenty percent (20%). The employee's co-payment of insurance premiums shall be deducted from an employee's wages before taxes are calculated, in accordance with IRS Section 125. Retirees shall have access to the Town insurance program so long as the Town's carrier allows such coverage. The Town shall have no obligation to the retirees for insurance coverage and is free to change carriers regardless as to whether retirees would be covered.

The Town assumes no liability whatsoever regarding providing insurance coverage for retirees and the Union and the retirees shall hold the Town absolutely harmless regarding insurance coverage for retirees.

In addition, the Town will provide a Health Reimbursement Account (HRA) for those in the PPO 500 Plan designed and funded to cover any deductibles as outlined in the plan document.

If an employee has health insurance coverage outside the Town of Ogunquit, the Town shall pay a weekly stipend equal to eighty percent (80%) of the total premium for a single plan. This stipend will be considered income for tax purposes but not for base wage, retirement or overtime pay calculations. The employee must show proof of said coverage a minimum of once per year and at other times as requested. Employees who lose outside coverage due to divorce, death of a spouse or spouse's termination will be allowed back into the Town's insurance plan based upon the plan's requirements and limitations.

Section 4: Flexible Benefit program: The Town shall continue to offer an IRS recognized Flexible Benefit Program to include a health care reimbursement plan and a dependent care reimbursement plan. Voluntary participation shall be open to regular full-time employees only. Pre-taxable income contributions shall be made based on fifty-two (52) weekly payroll deductions over the course of a calendar year. Disbursements shall be handled in accordance with federal regulations as determined by the plan administrator.

Section 5: Dental Plan: The Town shall provide employees with a Small Group Dental Plan II insurance plan through Patriot Mutual Insurance Company or some other similar provider with similar benefits of the Town's choosing. Employees may select a single plan, two-person plan, family plan, or make plan changes as necessary depending upon eligibility and in accordance with the provider's rules. The Town shall pay ninety percent (90%) of the premiums. Employees shall be allowed to contribute to their costs of such plans on a pre-tax basis through an IRS approved Section 125 Premium Offset Plan. Employee contributions shall be made through weekly payroll deductions calculated in fifty-two (52) weekly increments for the period January through December.

Section 6: Life Insurance: The Town shall provide employees with a term life insurance policy having a face value of one time an employee's annual base wage, (base wage rate time 2,184) with additional coverage for accidental death and dismemberment in such amounts as is provided in conjunction with the life insurance coverage. The Town shall pay the entire cost of these premiums. It is understood that Life/ADD insurance disbursements shall be made in accordance with the provider's rules. Employees may purchase, pre-tax, additional life insurance coverage at their own expense.

Section 7: Short-Term Disability Insurance: The Town shall provide employees with a short-term disability insurance policy (Income Protection Plan) that pays seventy percent (70%) of the employee's average weekly pay, up to one thousand dollars (\$1,000.00) per week in accordance with the provider's rules. The Town shall pay the entire cost of these premiums. Employee's receiving disability payments may, at their discretion, also use accumulated PTO to maintain creditable service status and other benefits pursuant to Article 13 of this agreement.

Section 8: In the event an employee's weekly paycheck is not sufficient to make that employee's Healthcare and/or Dental insurance contributions for any reason, the employee shall make arrangements with the Town within seven (7) days of the payment shortfall. Failure to make such arrangements may result in loss of coverage.

Section 9: Maine State Public Employees Retirement Benefits: As of July 1, 2004, the Town provided and will continue to provide unit employees with retirement benefits as a participant in the Maine State Public Employees Retirement System (MPERS) Special Plan #1C pursuant to its rules and regulations. The Town's and the employees' contributions shall be made to MPERS under this plan at a rate set by MPERS.

- a. **Retire/Rehire:** For employees who have retired through the Maine State Retirement System and are rehired in the Town of Ogunquit, the Town will be responsible for the rehire/retire contributions as determined by

MainePERS, of up to the required regular plan contribution for new enrollees. Retired rehired employees may begin work on the 1st day of the month following their retirement date.

Employee will be required to give a 30-day notice of intent to retire in writing with the intention of being re-hired. The Town will pay out all PTO accruals owed to the retired employee following MainePERS Retired, Returned to work (RRTW) guidelines. The employee will be rehired with the same PTO accruals and benefits as when originally retired. Employees will not be eligible for the 401a plan; however, they may contribute to the current 457 plan with the applicable employer contribution.

Section 11: Town 457 Plan Options: Unit employees may elect, at their option, to participate in the Town's 457 retirement plan currently through ICMA. The Town shall make payroll deductions for any employee that voluntarily contributes to a Section 457 Deferred Compensation Plan in accordance with IRS regulations. The Town shall provide for weekly payroll deductions and pay employee-authorized contributions on a monthly basis (at no charge to the employee) to ICMA or any IRS recognized Section 457 provider selected by the employer. The total amount of contribution, however, shall not exceed the maximum amounts allowed by law.

Section 12: Compensation: Unit employees as of July 1, 2022, shall be paid an hourly rate of pay pursuant to the Compensation Plan outlined in Appendix B for the three (3) years of this Agreement.

- a. It is understood that the Town has the right to assign the initial wage rate as outlined in Appendix B based on experience and qualifications. However, any existing employee in the same position who is aggrieved by such a wage rate decision based on years of experience or qualifications that is similar or exceeds the new hire may utilize the grievance procedure herein in combination with Section 11 of this Article.
- b. Employees shall not be entitled to receive any pay increases while serving a probationary period.
- c. The Town Manager reserves the right, using his/her sole discretion, to increase an employee's pay classification or reclassify an employee's job description (upward but not downward) upon request of the Fire Chief or OPFA at any time during this Agreement for compelling reasons.

ARTICLE 19 DURATION AND CHANGE

Section 1: Final Resolution: This Agreement represents the total understanding of the parties. The parties to this Agreement agree that matters covered by this contract shall not be the subject of bargaining during the term of this contract, except by mutual agreement of the parties.

Section 2: Maintenance of Benefits: It is mutually agreed that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this Agreement shall remain in full force and effect throughout the duration of this Agreement subject to established procedures for changing these negotiable benefits or terms and conditions of employment.

Section 3: Severability: If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or application shall continue in full force and effect. The parties shall meet as soon as possible to negotiate a substitute provision when necessary.

Section 4: Mid-Term Bargaining: This agreement except for its duration period as specified in Section 5, may be opened for amendment by mutual consent of the parties at any time after it has been in force and effect for at least six months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen calendar days after receipt of such request to discuss the matter(s) involved. If the parties agree that opening is warranted on any such matter(s), they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously agreed to as being appropriate. All agreements reached during any mid-term bargaining session(s) shall become an addendum to this agreement.

Section 5: Duration of this Agreement: This Agreement shall be in effect and binding upon both the Town and Union during the period July 1, 2022, through June 30, 2025. In the event that collective bargaining shall not have been successfully completed prior to the expiration of said Agreement, the parties hereto agree that the provisions of this Agreement shall remain in full force and effect until such time as a successor agreement has been negotiated and executed by the parties.

Section 6: The execution of this Agreement shall serve as the required one hundred twenty (120) day notice pursuant to Title 26, M.R.S.A. §965(E).

IN WITNESS WHEREOF, the Agreement is approved, adopted, and entered into by the parties hereto:

For the Town:

Matt Buttrick

Matthew Buttrick Town Manager

For the Union:



Shannon Bridges, President

Nathanael Pierce, Vice President

Jessica Christian, Secretary

Dated: January 11, 2023

APPENDIX A

**MEMORANDUM OF UNDERSTANDING
LABOR-MANAGEMENT PARTNERSHIP COMMITTEE**

Section 1: The purpose of this Committee is to implement the intent and spirit of Article 6 of the Parties' Collective Bargaining Agreement (CBA) and to assist in developing a quality Labor-Management relationship between the Parties. The Committee is designed to provide a means for allowing the Town and the Union to become full Partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees. To this end, the Parties have agreed to establish and maintain a set of meeting rules for conducting the business of their Labor-Management Partnership Committee (LMC).

Section 2: The goals and objectives of this Committee are as follows:

- To further the Fire Department's Mission by using the Brain Storming Process
- Foster a more productive and cost-effective service to the citizens of Ogunquit
- Promote better morale among all Fire Department employees
- Enhance the working conditions for all Fire Department employees

Section 3: Committee Structure and Conduct: The LMC shall consist of three (3) Union Representatives as determined by the Union and up to three (3) Representatives from the Town as determined by the Town. Nothing in this agreement will restrict the parties from expanding its size by inviting other Department Heads and/or other jurisdictions to assist the committee in meeting its goals and objectives.

The Committee shall also have the authority to appoint sub-committees and/or working groups, either standing or temporary, to assist in addressing any of the matters properly raised to the committee and/or to carry out its purpose. The committees established as part of the parties collective bargaining agreement will become sub-committees under the Labor-Management Partnership Committee, they include the following:

- Health & Safety Committee
- Standard Operating Procedures Committee
- EMS Committee
- Overtime Committee
- Others to be created by the LMC as needed

In addition, at the request of one or more of the committee members, subject matter experts or other persons may be requested to attend meetings to offer advice and/or information on specific subjects.

All committee members, technical experts, sub-committees and working groups will demonstrate teamwork and cooperation. They will, at all times, keep all matters discussed confidential until the minutes of the committee are published, agreements executed, act in good faith dealing openly and honestly on all issues, striving to understand varying points of view, and contributing to the

resolution of any conflicts that may arise. All participants will conduct themselves in a professional manner at all times.

Section 4: Committee Meetings and Agenda: The Committee shall meet on request of either party and/or at least once a month to discuss all matters of mutual concern. The meeting format, meeting date/times, meeting duration, location, and agenda development will be determined by the committee at their 1st meeting.

Section 5: Minutes: The parties agree that committee minutes will be maintained of all meetings and will be published as determined by the committee. The minutes of the committee will only reflect what was done and not what was said.

Section 6: Information and Data: The intent of this agreement is for both labor and management committee members to share information and/or data that they control or have direct access to, as long as it is not of a sensitive personnel nature and that is necessary and relevant for committee members to have full and complete understanding of the facts relating to the issues before them in order to fulfill their respective representational responsibilities and to make an informed decision while serving on the Labor-Management Committee.

Section Decisions:

- a. Decision-making within the labor-management committee shall be based on consensus. For the purpose of this agreement, consensus is defined as a unanimous decision of "all" representatives present at the meeting. Unless otherwise agreed to by the parties, there must be quorum of at least 4 (2L and 2M) for voting purposes, but not necessarily for a meeting to take place.
- b. The Parties must ensure that all issues are fully discussed prior to reaching a decision. Once a decision is reached, it shall be supported by all members of the committee.
- c. If consensus is not reached, the issues may be submitted for bargaining as appropriate through normal negotiation procedures pursuant to the terms and conditions of this CBA. Though the parties will strive to address their issues and/or resolve their conflicts through the labor-management committee, submission to the committee does not constitute an exhaustion requirement with respect to any of the parties' statutory or contractual rights.
- d. All decisions of the committee that are reached by consensus will be binding on the parties. The parties agree that Labor/Management Committee decisions, arrived at through consensus, constitute waivers of any rights that may exist to seek redress of that matter through any other forum, except as may be prohibited by law. All agreements reached by the committee will be signed by the Fire Chief, the Union President and all members of the committee. The parties agree that under no circumstances shall an agreement reached by the committee modify the current CBA.
- e. All decisions of the Labor-Management Committee will be published jointly. All decisions will be posted for a thirty-day (30) period on all official bulletin boards as a result of the committee's actions.

**APPENDIX B
WAGES**

Section 1: As outlined in Article 18 (Benefits & Wages), Section 12, starting on July 1st, 2022, Unit Employees will be compensated as follows:

July 1, 2022 - Pay Scale									
Grade	Firefighter / Paramedic		Firefighter / EMT-A		Captain - Paramedic		Captain		
1	\$ 27.56	\$ 60,191.04	\$ 25.48	\$ 55,648.32	\$ 36.01	\$ 78,643.65	\$ 32.32	\$ 70,590.70	
2	\$ 27.84	\$ 60,792.95	\$ 25.73	\$ 56,204.80	\$ 36.37	\$ 79,430.08	\$ 32.64	\$ 71,296.60	
3	\$ 28.11	\$ 61,400.88	\$ 25.99	\$ 56,766.85	\$ 36.73	\$ 80,224.38	\$ 32.97	\$ 72,009.57	
4	\$ 28.40	\$ 62,014.89	\$ 26.25	\$ 57,334.52	\$ 37.10	\$ 81,026.63	\$ 33.30	\$ 72,729.66	
5	\$ 28.68	\$ 62,635.04	\$ 26.51	\$ 57,907.86	\$ 37.47	\$ 81,836.89	\$ 33.63	\$ 73,456.96	
6	\$ 28.97	\$ 63,261.39	\$ 26.78	\$ 58,486.94	\$ 37.85	\$ 82,655.26	\$ 33.97	\$ 74,191.53	
7	\$ 29.26	\$ 63,894.00	\$ 27.05	\$ 59,071.81	\$ 38.22	\$ 83,481.82	\$ 34.31	\$ 74,933.45	
8	\$ 29.55	\$ 64,532.94	\$ 27.32	\$ 59,662.53	\$ 38.61	\$ 84,316.63	\$ 34.65	\$ 75,682.78	
9	\$ 29.84	\$ 65,178.27	\$ 27.59	\$ 60,259.16	\$ 38.99	\$ 85,159.80	\$ 35.00	\$ 76,439.61	
10	\$ 30.44	\$ 66,481.84	\$ 27.87	\$ 60,861.75	\$ 39.38	\$ 86,011.40	\$ 35.35	\$ 77,204.00	
11	\$ 30.74	\$ 67,146.66	\$ 28.15	\$ 61,470.37	\$ 39.78	\$ 86,871.51	\$ 35.70	\$ 77,976.04	
12	\$ 31.05	\$ 67,818.12	\$ 28.43	\$ 62,085.07	\$ 40.17	\$ 87,740.23	\$ 36.06	\$ 78,755.80	
13	\$ 31.36	\$ 68,496.30	\$ 28.71	\$ 62,705.92	\$ 40.58	\$ 88,617.63	\$ 36.42	\$ 79,543.36	
14	\$ 31.68	\$ 69,181.27	\$ 29.00	\$ 63,332.98	\$ 40.98	\$ 89,503.81	\$ 36.79	\$ 80,338.80	
15	\$ 32.31	\$ 70,564.89	\$ 29.29	\$ 63,966.31	\$ 41.39	\$ 90,398.84	\$ 37.15	\$ 81,142.18	
16	\$ 32.63	\$ 71,270.54	\$ 29.58	\$ 64,605.97					
17	\$ 32.96	\$ 71,983.25	\$ 29.88	\$ 65,252.03					
18	\$ 33.29	\$ 72,703.08	\$ 30.18	\$ 65,904.55					
19	\$ 33.62	\$ 73,430.11	\$ 30.48	\$ 66,563.60					
20	\$ 34.29	\$ 74,898.71	\$ 30.78	\$ 67,229.23					

Section 2: The town agrees to provide two additional steps to the firefighter/paramedic pay scale and to the captain pay scale (above) that will sunset upon the expiration date of this contract. Should the employees who benefited from the adjustment remain employees they will revert to maximum steps on the adopted pay scale on July 1, 2025.

Firefighter / Paramedic			Captain		
Grade 21	\$34.98	\$76,396.69	Grade 16	\$37.52	\$81,953.61
Grade 22	\$35.68	\$77,924.62	Grade 17	\$37.90	\$82,773.14

Section 3: New Hires: New employees will normally start at grade 1 on the above wage chart, experience and tenure in the fire service, Emergency Medical Services and qualifications can be considered by the Fire Chief, but normally any increase in grade will not exceed two grade levels above starting pay rate.

Section 4: Unit Employees will receive a 4% increase starting on July 1st, 2022 and will be placed at the appropriate level in the new wage scale as outlined in Section 1 above on the unit employees next anniversary date. (See Chart Below).

	Current		July 1, 2022 4%		Step / Grade Date and Adjustment	
	Salary	Hourly	Salary	Hourly		
Moore	\$ 76,977.22	\$ 35.25	\$ 80,056.31	\$ 36.66	6/1/2023	Captain 14
Bridges	\$ 73,404.14	\$ 33.61	\$ 76,340.31	\$ 34.95	3/6/2023	Captain 10
Bourque	\$ 71,653.00	\$ 32.81	\$ 74,519.12	\$ 34.12	5/4/2023	Captain 7
Bernard	\$ 76,161.88	\$ 34.87	\$ 79,208.36	\$ 36.27	6/24/2023	Captain Paramedic 3
Christian	\$ 71,989.29	\$ 32.96	\$ 74,868.86	\$ 34.28	3/26/2023	Firefighter Paramedic 20
Walker	\$ 62,109.35	\$ 28.44	\$ 64,593.72	\$ 29.58	12/11/2022	Firefighter Paramedic 9
Pierce	\$ 59,135.77	\$ 27.08	\$ 61,501.20	\$ 28.16	4/5/2023	Firefighter Paramedic 4
Gay	\$ 57,876.00	\$ 26.50	\$ 60,191.04	\$ 27.56	1/3/2023	Firefighter Paramedic 2

Section 5: Cost of Living Adjustment (COLA): The 2023 & 2024 COLA Wage Adjustment will be based on September - Boston-Cambridge-Newton, MA-NH CPI, but no less than 3% and not to exceed 4%.

Section 6: Miscellaneous Provisions agreed to by the Parties:

- a. The Parties agree that the Captain’s Position Description and Fire Department Standard Operating Procedure (SOP) relating to “Promotions” will be revised by the Parties, through their Labor-Management Committee to ensure that the Captain’s Position Description and the Promotion SOP clearly outline the following prerequisites for promotion:
 - 1) Captains must possess Fire Officer 2, ICS 300, and Fire Inspector I (as defined in NFPA 1031).
 - 2) **The Parties agree to jointly review** the certification and/or qualification of the current Captains in the bargaining to ensure that they have what is required based on Section 5, 1a above. For those Captains that are not currently up-to-date on the certifications and/or qualifications the Parties will meet with them individually and develop a Training abatement plan to outline the training required, duration for completing the required training, assistance in identifying training opportunities and getting the required training scheduled as well as outlining the consequences should the employee be unable to complete the required training or fails and/or refuses to take the required training or obtain the necessary credentials may be exposed to disciplinary actions as outlined in Article 8 (Disciplinary Actions) of this Agreement.
- b. **Maternity Leave Policy:** The Parties agreed to create and maintain a Fire Department SOP that relates to Maternity Leave and related matters. To this end, the proposals exchanged during these successor CBA negotiations will be deferred to the Labor-Management Committee for their review and action.

**APPENDIX C
MEDICAL SURVEILLANCE FORM
ARTICLE 17 (HEALTH & SAFETY ARTICLE)**

Primary Care Provider:

Thank you for providing medical care to firefighters. You play a vital role to help prevent the disturbingly high incidences of cancer and heart disease in firefighters. Firefighters have two-and-a-half times the risk of developing cancer and acute coronary syndromes than the general public. Firefighting places tremendous demands on the cardiovascular system and firefighters face chronic exposure to heat, smoke, diesel exhaust, and toxic flame retardants. These carcinogenic chemicals are absorbed, inhaled, and ingested into the firefighters' skin, airways, and gastrointestinal system at all fires. Carcinogens also accumulate on and inside their bunker gear and in their firehouses.

These exposures help account for the very alarming discovery firefighters are diagnosed with cancer. Firefighters have elevated rates of cancers of the brain, lung, colon, prostate, bladder, kidney, and skin. Every firefighter should obtain a thorough and confidential firefighter physical exam and undergo the screening tests listed below for prevention and early detection of heart disease and cancer annually.

Name: _____ **Date:** ___ / ___ / ___
D.O.B. _____ **Job Title:** _____

Type of Respirator you will be using: **N95** **SCBA** **Other** _____

[Check box(s) for all that apply]

PURPOSE: *The Physical Examination Form is to be completed by the employee's physician / PCP or the employer's physician. The following list contains the requirements for the Ogunquit Fire Department to establish a baseline for firefighters.*

Required Annual Physical Examination

- Blood Pressure ___ / ___ Pulse _____ Resp. _____ Height _____ Weight/ Body Fat Index _____ Temperature _____
- Head/Neck: Ears _____ Eyes _____ / _____ Vision-Hearing Test [Baseline] _____
- Gastrointestinal: Abdomen _____ Hernia _____
- Skeletal/Skin Exam: Arms _____ Legs _____ Back _____
- Digital Rectal Exam: [When required] _____
- Pulmonary Function Test: [Baseline] BLS Required _____ Cleared ___ Yes ___ No Date ___ / ___ / ___
- Audio/Hearing Exam: Left _____ Right _____
- Oral/Throat/Thyroid Exam: _____
- Heart & Lungs: Regular Pulse _____ Peripheral Pulse _____ Heart Sounds / Murmurs ___ Lungs _____ Oxygen Saturation _____
- Pelvic/Pap Exam: _____
- Neurological Exam: _____
- Smoker/Tobacco Use: ___ Yes ___ No Type Used _____ Years Used _____
- Behavioral Health: _____

Labs and Base line Screening Tests

- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Comprehensive Metabolic/Chemistry <input type="checkbox"/> Hepatitis Profile [Baseline -Exposure only] <input type="checkbox"/> Liver Function <input type="checkbox"/> Hemoglobin A1c <input type="checkbox"/> Thyroid Panel <input type="checkbox"/> Fasting Lipid Profile/Cholesterol <input type="checkbox"/> Chest X-Ray [Baseline] <input type="checkbox"/> EKG | <ul style="list-style-type: none"> <input type="checkbox"/> PAS [Begin at age 40 for Prostate Cancer Screening] <input type="checkbox"/> Pulmonary Function Test [Required BLS Guidelines] <input type="checkbox"/> Low Dose Helical Chest CT Scanning [Age 50] <input type="checkbox"/> Colonoscopy [Beginning: Age 40 and every 5 years] or as required by your primary care physician <input type="checkbox"/> Exercise Stress Echo Cardiogram [Age 40-Every 3 years] <input type="checkbox"/> Mammogram for females [Beginning at age 35] |
|---|---|

All Exams and testing can be done at the employee primary care physician. * Additional Required Test/s by Physician or Employer (Physician determines or BLS dictates per standard) may be needed.

Signature MD: _____ Date: _____

Provider Name (Please Print) _____ Phone: (____) _____

Firefighter Medical & Fitness Certification

I, _____ *Physician Name* hereby verify that I have seen Firefighter - *Firefighters Name*

and certify that he/she is fit for duty as a firefighter for the Town of Ogunquit. The said firefighter falls within the realm of the requirements spelled out in the firefighter contract with the Town of Ogunquit below.

Additional Notes: _____

[New Hires shall be required establish a base line for medical testing listed]

Required Medical Testing	18-3 Years of Age	31-40 Years of Age	41-50 Years of Age	50 Years and Over
Cardiac Level testing - [EKG]	4 years	3 Years	2 Years	Annually
Cholesterol Level	5 Years	4 Years	3 Years	2 Years
TB Testing [As Required by CDC Policy 1 st Responders]	Annually	Annually	Annually	Annually
Blood Testing (<i>See Page 1 of listed Blood Work</i>)	4 Years	3 Years	2 Years	Annually
Pulmonary Function Test (BLS Required)	4 Years	3 Years	2 Years	Annually

Signed: _____ Date ____/____/____

Town of Ogunquit -: _____ Date ____/____/____

Respirator Medical Evaluation Questionnaire

Appendix C to Sec. 1910.134: OSHA Respirator Medical Evaluation Questionnaire (Mandatory)

To the employer: Answers to questions in Section 1, and to question 9 in Section 2 of Part A, do not require a medical examination.

To the employee: Can you read (circle one): Yes/No

Your employer must allow you to answer this questionnaire during normal working hours, or at a time and place that is convenient to you. To maintain your confidentiality, your employer or supervisor must not look at or review your answers, and your employer must tell you how to deliver or send this questionnaire to the health care professional who will review it.

Part A. Section - 1. (Mandatory) The following information must be provided by every employee who has been selected to use any type of respirator (please print).

1. Today's date: _____

2. Your name: _____

3. Your age (to nearest year): _____

4. Sex (circle one): Male/Female

5. Your height: _____ ft. _____ in.

6. Your weight: _____ lbs.

7. Your job title: _____

8. A phone number where you can be reached by the health care professional who reviews this questionnaire (include the Area Code): _____

9. The best time to phone you at this number: _____

10. Has your employer told you how to contact the health care professional who will review this questionnaire (circle one): Yes/No

11. Check the type of respirator you will use (you can check more than one category):

a. _____ N, R, or P disposable respirator (filter-mask, non- cartridge type only).

b. _____ Other type (for example, half- or full-face piece type, powered-air purifying, supplied-air, self-contained breathing apparatus).

12. Have you worn a respirator (circle one): Yes/No

If "yes," what type(s): _____

Part A. Section 2. (Mandatory) Questions 1 through 9 below must be answered by every employee who has been selected to use any type of respirator (please circle "yes" or "no"). Answer questions 10 and following only if you will be using Self-contained Breathing Apparatus (SCBA).

1. Do you *currently* smoke tobacco, or have you smoked tobacco in the last month: Yes/No

2. Have you *ever had* any of the following conditions?

- a. Seizures (fits): Yes/No
- b. Diabetes (sugar disease): Yes/No
- c. Allergic reactions that interfere with your breathing: Yes/No
- d. Claustrophobia (fear of closed-in places): Yes/No
- e. Trouble smelling odors: Yes/No

3. Have you *ever had* any of the following pulmonary or lung problems?

- a. Asbestosis: Yes/No
- b. Asthma: Yes/No
- c. Chronic bronchitis: Yes/No
- d. Emphysema: Yes/No
- e. Pneumonia: Yes/No
- f. Tuberculosis: Yes/No
- g. Silicosis: Yes/No
- h. Pneumothorax (collapsed lung): Yes/No
- i. Lung cancer: Yes/No
- j. Broken ribs: Yes/No
- k. Any chest injuries or surgeries: Yes/No
- l. Any other lung problem that you've been told about: Yes/No

4. Do you *currently* have any of the following symptoms of pulmonary or lung illness?

- a. Shortness of breath: Yes/No
- b. Shortness of breath when walking fast on level ground or walking up a slight hill or incline: Yes/No
- c. Shortness of breath when walking with other people at an ordinary pace on level ground: Yes/No
- d. Have to stop for breath when walking at your own pace on level ground: Yes/No
- e. Shortness of breath when washing or dressing yourself: Yes/No
- f. Shortness of breath that interferes with your job: Yes/No
- g. Coughing that produces phlegm (thick sputum): Yes/No
- h. Coughing that wakes you early in the morning: Yes/No
- i. Coughing that occurs mostly when you are lying down: Yes/No
- j. Coughing up blood in the last month: Yes/No
- k. Wheezing: Yes/No
- l. Wheezing that interferes with your job: Yes/No
- m. Chest pain when you breathe deeply: Yes/No
- n. Any other symptoms that you think may be related to lung problems: Yes/No

5. Have you *ever had* any of the following cardiovascular or heart problems?

- a. Heart attack: Yes/No
- b. Stroke: Yes/No
- c. Angina: Yes/No
- d. Heart failure: Yes/No
- e. Swelling in your legs or feet (not caused by walking): Yes/No
- f. Heart arrhythmia (heart beating irregularly): Yes/No
- g. High blood pressure: Yes/No
- h. Any other heart problem that you've been told about: Yes/No

6. Have you *ever had* any of the following cardiovascular or heart symptoms?

- a. Frequent pain or tightness in your chest: Yes/No
- b. Pain or tightness in your chest during physical activity: Yes/No
- c. Pain or tightness in your chest that interferes with your job: Yes/No
- d. In the past two years, have you noticed your heart skipping or missing a beat: Yes/No
- e. Heartburn or indigestion that is not related to eating: Yes/ No
- f. Any other symptoms that you think may be related to heart or circulation problems: Yes/No

7. Do you *currently* take medication for any of the following problems?

- a. Breathing or lung problems: Yes/No
- b. Heart trouble: Yes/No
- c. Blood pressure: Yes/No
- d. Seizures (fits): Yes/No

8. If you've used a respirator, have you *ever had* any of the following problems? (If you've never used a respirator, check the following space, and go to question 9:)

- a. Eye irritation: Yes/No
- b. Skin allergies or rashes: Yes/No
- c. Anxiety: Yes/No
- d. General weakness or fatigue: Yes/No
- e. Any other problem that interferes with your use of a respirator: Yes/No

9. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire: Yes/No

Questions 10 to 15 below must be answered by every employee who has been selected to use either a full-face piece respirator or a self-contained breathing apparatus (SCBA). For employees who have been selected to use other types of respirators, answering these questions is voluntary.

10. Have you *ever lost* vision in either eye (temporarily or permanently): Yes/No

11. Do you *currently* have any of the following vision problems?

- a. Wear contact lenses: Yes/No
- b. Wear glasses: Yes/No
- c. Color blind: Yes/No
- d. Any other eye or vision problem: Yes/No

12. Have you *ever had* an injury to your ears, including a broken ear drum: Yes/No

13. Do you *currently* have any of the following hearing problems?

- a. Difficulty hearing: Yes/No
- b. Wear a hearing aid: Yes/No
- c. Any other hearing or ear problem: Yes/No

14. Have you *ever had* a back injury: Yes/No

15. Do you *currently* have any of the following musculoskeletal problems?

- a. Weakness in any of your arms, hands, legs, or feet: Yes/No
- b. Back pain: Yes/No
- c. Difficulty fully moving your arms and legs: Yes/No
- d. Pain or stiffness when you lean forward or backward at the waist: Yes/No
- e. Difficulty fully moving your head up or down: Yes/No
- f. Difficulty fully moving your head side to side: Yes/No
- g. Difficulty bending at your knees: Yes/No
- h. Difficulty squatting to the ground: Yes/No
- i. Climbing a flight of stairs or a ladder carrying more than 25 lbs: Yes/No
- j. Any other muscle or skeletal problem that interferes with using a respirator: Yes/No

Part B Any of the following questions, and other questions not listed, may be added to the questionnaire at the discretion of the health care professional who will review the questionnaire.

1. In your present job, are you working at high altitudes (over 5,000 feet) or in a place that has lower than normal amounts of oxygen: Yes/No

If "yes," do you have feelings of dizziness, shortness of breath, pounding in your chest, or other symptoms when you're working under these conditions: Yes/No

2. At work or at home, have you ever been exposed to hazardous solvents, hazardous airborne chemicals (e.g., gases, fumes, or dust), or have you come into skin contact with hazardous chemicals: Yes/No

If "yes," name the chemicals if you know them: _____

3. Have you ever worked with any of the materials, or under any of the conditions, listed below:

- a. Asbestos: Yes/No
- b. Silica (e.g., in sandblasting): Yes/No
- c. Tungsten/cobalt (e.g., grinding or welding this material): Yes/No
- d. Beryllium: Yes/No
- e. Aluminum: Yes/No
- f. Coal (for example, mining): Yes/No
- g. Iron: Yes/No
- h. Tin: Yes/No
- i. Dusty environments: Yes/No
- j. Any other hazardous exposures: Yes/No

If "yes," describe these exposures: _____

4. List any second jobs or side businesses you have: _____

5. List your previous occupations: _____

6. List your current and previous hobbies: _____

7. Have you been in the military services? Yes/No

If "yes," were you exposed to biological or chemical agents (either in training or combat):

Yes/No

8. Have you ever worked on a HAZMAT team? Yes/No

9. Other than medications for breathing and lung problems, heart trouble, blood pressure, and seizures mentioned earlier in this questionnaire, are you taking any other medications for any reason (including over-the-counter medications): Yes/No

If "yes," name the medications if you know them: _____

10. Will you be using any of the following items with your respirator(s)?

a. HEPA Filters: Yes/No

b. Canisters (for example, gas masks): Yes/No

c. Cartridges: Yes/No

11. How often are you expected to use the respirator(s) (circle "yes" or "no" for all answers that apply to you)?:

a. Escape only (no rescue): Yes/No

b. Emergency rescue only: Yes/No

c. Less than 5 hours *per week*: Yes/No

d. Less than 2 hours *per day*: Yes/No

e. 2 to 4 hours per day: Yes/No

f. Over 4 hours per day: Yes/No

12. During the period you are using the respirator(s), is your work effort:

a. **Light (less than 200 kcal per hour):** Yes/No

If "yes," how long does this period last during the average

shift: _____ hrs. _____ mins.

Examples of a light work effort are *sitting* while writing, typing, drafting, or performing light assembly work; or *standing* while operating a drill press (1-3 lbs.) or controlling machines.

b. **Moderate (200 to 350 kcal per hour):** Yes/No

If "yes," how long does this period last during the average

shift: _____ hrs. _____ mins.

Examples of moderate work effort are *sitting* while nailing or filing; *driving* a truck or bus in urban traffic; *standing* while drilling, nailing, performing assembly work, or transferring a

moderate load (about 35 lbs.) at trunk level; *walking* on a level surface about 2 mph or down a 5-degree grade about 3 mph; or *pushing* a wheelbarrow with a heavy load (about 100 lbs.) on a level surface.

c. Heavy (above 350 kcal per hour): Yes/No

If "yes," how long does this period last during the average shift: _____ hrs. _____ mins.

Examples of heavy work are *lifting* a heavy load (about 50 lbs.) from the floor to your waist or shoulder; working on a loading dock; *shoveling*; *standing* while bricklaying or chipping castings; *walking* up an 8-degree grade about 2 mph; climbing stairs with a heavy load (about 50 lbs.).

13. Will you be wearing protective clothing and/or equipment (other than the respirator) when you're using your respirator: Yes/No

If "yes," describe this protective clothing and/or equipment: _____

14. Will you be working under hot conditions (temperature exceeding 77 deg. F): Yes/No

15. Will you be working under humid conditions: Yes/No **16. Describe the work you'll be doing while you're using your respirator(s):**

17. Describe any special or hazardous conditions you might encounter when you're using your respirator(s) (for example, confined spaces, life-threatening gases):

18. Provide the following information, if you know it, for each toxic substance that you'll be exposed to when you're using your respirator(s):

Name of the first toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

Name of the second toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

Name of the third toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

The name of any other toxic substances that you'll be exposed to while using your respirator:

19. Describe any special responsibilities you'll have while using your respirator(s) that may affect the safety and well-being of others (for example, rescue, and security):
