

AGREEMENT

BETWEEN

THE TOWN OF OLD ORCHARD BEACH

&

**LOCAL 2247 INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
AFL-CIO-CLC**

JULY 1, 2013-JUNE 30, 2016

Table of Contents

ARTICLE 1 - PREAMBLE4

ARTICLE 2- RECOGNITION4

ARTICLE 3 - RELATIONSHIP5

ARTICLE 4 - DUES DEDUCTION.....5

ARTICLE 5 - SENIORITY5

ARTICLE 6 - DUTIES6

ARTICLE 7-SHIFT SUBSTITUTIONS AND SWAPS.....7

ARTICLE 8 - HOLIDAYS7

ARTICLE 9 - VACATIONS8

ARTICLE 10 – SICK LEAVE.....9

ARTICLE 11 – PERSONAL LEAVE TIME10

ARTICLE 12 - BEREAVEMENT LEAVES11

ARTICLE 13 - WORKERS' COMPENSATION.....11

ARTICLE 14 - INSURANCE12

ARTICLE 15 - CLOTHING ALLOWANCE.....14

ARTICLE 16 - RETIREMENT.....14

ARTICLE 17 - PAY SCALE15

ARTICLE 18 - CALL BACK TIME15

ARTICLE 19 - HOURS OF WORK.....16

ARTICLE 20 - ABSENTEEISM17

ARTICLE 21 - VACANCIES AND PROMOTIONS17

ARTICLE 22 - DETAILS TO OTHER TOWN DEPARTMENTS OR UTILITY COMPANIES.....17

ARTICLE 23 - OPERATING FIRE FIGHTING APPARATUS.....17

ARTICLE 24 - GRIEVANCE PROCEDURE.....	18
ARTICLE 25 – UNION BULLETIN BUSINESS	19
ARTICLE 26 – MANAGEMENT RIGHTS AND DEPARTMENTAL RULES	20
ARTICLE 27- SCHOOLING AND TRAINING	20
ARTICLE 28 - GENERAL PROVISIONS	21
ARTICLE 29 - SAVINGS CLAUSE	22
ARTICLE 30 - HEALTH AND SAFETY.....	22
ARTICLE 31 - PHYSICAL EXAMINATIONS	22
ARTICLE 32 – PHYSICAL FITNESS REQUIREMENT	23
ARTICLE 33 - OUT OF RANK PAY.....	23
ARTICLE 34 - FIRE INSPECTOR POSITION SIDE BAR.....	24
ARTICLE 35- TERM OF AGREEMENT	24
APPENDIX A - CONTRACT PERIOD 07/01/2013-06/30/2014	25
APPENDIX B - CONTRACT PERIOD 07/01/2014-06/30/2015	26
APPENDIX C - CONTRACT PERIOD 07/01/2015-06/30/2016	27

This Agreement is made and entered into this 1st day of July, 2013 by and between the Town of Old Orchard Beach, hereinafter referred to as "Town" and Local 2247, International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as "Local Union".

ARTICLE 1 – PREAMBLE

Pursuant to the provisions of Chapter 9-A Revised statutes of Maine, Title 26, as enacted by the Maine Legislature in 1969, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law", and as amended, this Agreement is made and entered into by and between the Town of Old Orchard Beach, Maine, and Local 2247 of the International Association of Fire Fighters.

In order to increase general efficiency in the Town and to promote the morale, equal rights, well-being and security of its employees, the Town of Old Orchard Beach, and Local 2247, herein bind themselves in mutual agreement as follows:

ARTICLE 2- RECOGNITION

The Town recognizes the Local Union as the sole and exclusive bargaining agent for all uniformed full-time employees, including the Captains of the Old Orchard Beach Fire Department, personnel performing principally Fire, Rescue and EMS operations, except the Fire Chief and career Deputy Chief, for the purpose of collective bargaining and entering into agreements relative to wages, hours and working conditions.

It is recognized that the Fire Chief is the head of the Old Orchard Beach Fire Department, and that all members in the Department shall be responsible to the Fire Chief in accordance with the provisions of the Town Charter.

Definitions:

1. "Local Union" shall mean Local 2247, International Association of Fire Fighters.
2. "The Town" shall mean the Town of Old Orchard Beach, the Town Manager; or a designated representative who represents the Town of Old Orchard Beach for all agreements finalized between said representative and the Union, Local2247.
3. "The Fire Chief" shall mean the head of the Fire/Rescue Department.
4. "Career Deputy Chief" shall mean the 2nd in command of the Fire/Rescue

- Department.
5. "Rescue" shall mean emergency medical service, water/ice extrications, search and retrieval of victims during firefighting operations both above and below grade.
 6. "Fire Fighter" shall mean all full-time regular uniformed members, except the Fire Chief and Career Deputy Fire Chief.

ARTICLE 3 - RELATIONSHIP

The Local Union shall be ever mindful of its "No Strike" obligation and the individual members of the Local Union are to regard themselves as Municipal Fire Fighters, and as such they are to be governed by the highest ideals of honor and integrity. The Town agrees that no Fire Fighter shall in any manner be discriminated against or restrained or influenced on account of membership in Local 2247 or by reason of his/her holding office therein.

ARTICLE 4 - DUES DEDUCTION

The Town shall deduct union dues weekly from the first pay period upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Treasurer of the Local Union as to the amount for dues. All such forms shall be supplied by the Union and be satisfactory to the Town. The Town shall forward all such dues so collected to the Treasurer of the Local Union each month. The Union shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

The Town shall maintain regular deductions of dues of each Fire Fighter, unless notified otherwise either by the Local Union or by the individual Fire Fighter.

ARTICLE 5 - SENIORITY

The Town shall establish a seniority list, and it shall be brought up to date on January first (1) of each year. Said list shall be made available to the Union upon request. Any objection to the seniority list as posted must be reported to the Fire Department and the Local Union within ten (10) days from the date posted, or it shall stand accepted. For the purpose of this Article, "Seniority" shall mean length of service from date of hire as a Fire Fighter.

In the event that more than one employee is hired the same day, they shall draw lots for seniority.

ARTICLE 6 - DUTIES

The duties of the members of the Old Orchard Beach Fire Department shall be the prevention, control and extinguishment of fires, performing all emergency medical services for the community, and the saving of lives. They shall perform minor maintenance duties such as cleaning, sweeping, and minor repairs in the building and on the grounds, and minor maintenance on the equipment and apparatus.

Employees hired after July 1, 1985, shall as a condition of employment or within one (1) year of employment possess a valid State of Maine Emergency Medical Technician license.

All employees hired after July 1, 1985 must also maintain EMT-Basic certification throughout their tenure.

All employees hired after July 1, 1995 must have or obtain a State of Maine Certificate for Firefighter I within one year of hire.

After January 2000, all future hires shall be at Paramedic level or licensed Intermediate level enrolled in a Paramedic course and shall be required to complete the Paramedic course and maintain a Paramedic License level during their tenure.

Four (4) positions, one (1) per shift, must be a paramedic position in order to provide the highest emergency medical services to the community. Whenever a vacancy occurs among the twelve (12) recognized positions and the vacancy that occurs will cause less than the four (4) paramedic positions, the vacancy must be filled with a paramedic. All other job requirements also apply. Any person having a Paramedic, Basic or Intermediate License at the time of hire (occurring after July 1, 1995), must always maintain their respective license levels at all times as a condition of hire. Failure to do so is automatic just cause for dismissal.

In time of emergency, the Town may require that members of the Fire Department perform work not usually done by the Fire Department so long as such use of Fire Department personnel does not jeopardize the function of the Fire Department and does not involve the lay-off or dismissal of any other Town employee.

Any major maintenance projects on apparatus for the Fire Station may be done on a voluntary basis by the members of Local 2247, subject to a majority vote of the Union members.

Any changes in job description, which involves a change of working conditions, shall be subject to mandatory bargaining by the Union.

If an employee is expected to be absent from his/her shift for ninety (90) days or greater, a temporary employee can be hired for the length of the employee's absence. The temporary employee shall meet all requirements for permanent hire which include the specifics of this Article, have a valid Maine driver's license, pass a new hire physical fitness test, and background investigation. Both the Union and Management shall have the right to modify these requirements upon mutual agreement.

ARTICLE 7 - SHIFT SUBSTITUTIONS AND SWAPS

Unit members shall be permitted to swap shifts with other unit members and/or to find other unit members that are willing to substitute for them during their scheduled shift provided, however, that:

1. Permission to substitute must be obtained from the on Duty Officer in Charge or the Fire Chief.
2. The Town shall, in no way, be responsible for financial obligations incurred between the parties substituting or enforcement of arrangements made between substituting parties.
3. Permission to substitute shall be requested three (3) calendar days in advance.

ARTICLE 8 - HOLIDAYS

The following holidays shall be paid holidays for all employees covered by this agreement:

New Year's Day
Martin Luther King Day
Washington's Birthday
Patriot's Day

Easter Sunday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Christmas Eve (1/2) day

In addition to the established wage rates, the employer (Town) shall pay a premium of ten (10) hours pay to the employees for each holiday recognized and observed during the calendar year.

On Christmas Day, employees required to work the entire Christmas Day shall receive a premium of twenty-four (24) hours pay in addition to the established wage rates.

Firefighters shall not be entitled to holiday pay while out on sick leave, unless sick leave is for an extended time under Doctor's care on the recognized date of the Holiday or he/she is on workman's compensation.

ARTICLE 9 - VACATIONS

All regular employees who have more than (1) one year of continuous service shall be entitled to 48 hours vacation.

Employees after completion of (2) two years of continuous service shall be granted 96 hours of vacation.

Employees after completion of (5) five years of continuous service shall be granted 144 hours of vacation.

Employees after completion of (10) years of continuous service shall be granted 192 hours of vacation.

Employees after completion of (20) years of continuous service shall be granted 240 hours of vacation.

For the purpose of this section, the term "Work Week" shall mean (7) seven continuous,

consecutive calendar days.

Employees who are separated in good standing from the Fire Department and who have accrued vacation to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation.

All vacation time shall be based upon and scheduled on a calendar year. Notice of weekly vacations must be posted four (4) weeks in advance. Up to (2) weeks of vacation may be chosen day-by-day if each day is chosen no more than (3) weeks in advance.

No more than two (2) Fire fighters shall be on vacation at a time during a week unless authorized by the Fire Chief.

All normal weekly advance vacation requests shall be submitted to the Fire Chief by November 30 of the year prior to the taking of the vacation. Vacations shall be scheduled for the initial two (2) weeks by seniority. Requests for additional weeks shall be submitted by January 1st and scheduled by seniority. Any open weeks which occur after January 1, will be taken on a first come, first serve basis regardless of seniority. No vacation time leave shall be granted for the 25th day of December.

Employees who use their vacation time in increments of twenty-four (24) hours shall be charged for twenty-four (24) hours of vacation accrual used. If an employee takes only (1) one twenty-four (24) hour vacation day during their week scheduled, the employee will be assessed with twenty-four (24) hours of vacation time and eighteen (18) regular working hours, equaling forty-two (42) hours for the weekly pay period. Should an employee use two (2) vacation days during their week scheduled, they would be assessed forty-eight (48) hours vacation from their accrual and a negative six (6) regular hours would be shown for payroll purposes to attain the forty (42) hour pay period.

ARTICLE 10 – SICK LEAVE

Sick leave earned during an employee's initial probationary period (the first 180 days of employment) will be credited to the employee's sick leave accumulation upon the expiration of the probationary period, however no sick leave may be used during the initial probationary period.

Current unit members as of July 1, 2013 shall be allowed to accrue sick time at a rate of 3.692 hours per weekly pay period to a maximum of three thousand one hundred and

twenty (3120) hours. Payout would be fifty percent (50%) of accumulated sick hours with a maximum payout of one thousand four hundred and forty (1440) hours.

Unit members hired after July 1, 2013 shall be allowed to accrue sick time at a rate of 2.769 hours per weekly pay period to a maximum payout of one thousand four hundred and forty (1440) hours. Payout would be fifty percent (50%) of accumulated sick hours with a maximum payout of seven hundred and twenty (720) hours, after a minimum service of ten (10) years.

Sick leave may be used only for personal illness or physical incapacity of such a degree as to render an employee unable to perform the duties of his/her position. If requested by the Town Manager or Fire Chief, an employee who is out sick for three (3) consecutive working days may be required to furnish a certificate from a physician selected by the Town and also paid by the Town, as to the nature of the illness or incapacity.

It is agreed that at the time of separation, provided the Fire Fighter has ten (10) years of continuous, active service with the Town and separation is in good standing, the Fire Fighter will be compensated for one-half (1/2) of the accumulated sick leave, up to a maximum of one thousand four hundred and forty (1440) hours.

For the purpose of this Article, a day of sick leave shall be a twenty-four (24) hour day.

If a member is on extended sick leave or workman's compensation leave (more than 12 shifts consecutively), he/she may elect to be paid for his annual accrued vacation time during the remainder his absence.

If a member completes six (6) months continuous service without using any sick leave, that member shall receive twelve (12) hours regular pay in addition on his/her next scheduled paycheck. Family sick leave shall not be counted against this continuous service.

ARTICLE 11 – PERSONAL LEAVE TIME

All personnel covered by this Agreement shall be entitled to the following temporary non-cumulative leaves of absence with full pay:

A. Two (2) days leave for personal matters during a calendar year. Application shall be made to the Fire Chief, or in his/her absence the on duty OIC, at least three (3) days before taking such leave except in the case of emergency. Unit members

hired after July 1, 2013 would only be allowed one (1) personal day per calendar year.

B. Two (2) days for illness in the immediate family. Application shall be made to Fire Chief, or in his/her absence, the on duty OIC, at least two days before taking such leave, except in the case of emergency. For the purposes of this section, the immediate family is defined as including those living in the household as a family unit, grandparents, parents, brothers, sisters, children, step-children, spouse and domestic partner.

Days used under Section B shall be subtracted from unused sick leave.

ARTICLE 12 - BEREAVEMENT LEAVES

In the event of a death in the employee's immediate family, employees may be granted a leave of absence with pay of up to four (4) consecutive calendar days. Immediate family is defined as including those living in the household as a family unit, an employee's spouse, domestic partner, parent, child/stepchild, brother, sister, and/or grandparents. In the event of the death of an employee's father-in-law, mother-in-law, brother-in-law, and/or sister-in-law; the employee may be granted up to two (2) days leave of absence.

This leave is intended for use during the days that fall within the family member's time of death and the day after the funeral. This leave may also be used for delayed burials/services with the prior approval of the Fire Chief.

ARTICLE 13 - WORKERS' COMPENSATION

The Town of Old Orchard Beach shall provide Workers' Compensation (WC) insurance coverage for all its regular employees as governed and applied in accordance with the applicable State of Maine Workers' Compensation law. Benefits under Workers' Compensation may be provided when an employee has sustained a job-related injury or illness.

All job-related injuries and/or illnesses shall be immediately reported to the employee's supervisor who, with the employee's assistance, shall submit the first report of injury form. Supervisors are responsible for reporting an injury within twenty-four (24) hours of its occurrence, or their knowledge of the occurrence, regardless of the timing of the employee's first written report.

Employees who are eligible to receive Workers' Compensation benefits will receive the percentage of pay covered by Workers' Compensation for the duration of the Workers Compensation coverage period. All WC eligible employees will also be given the option of using their accumulated sick time for the period of WC coverage as an offset to the 1/3 of their weekly wages that is not covered by this benefit. Both the WC benefit payout and any sick time used during the period of eligibility will be processed through the Town's payroll system.

ARTICLE 14 - INSURANCE

Section 1: Health Insurance

A comprehensive health insurance plan is available to regular full time employees. The Town will pay eighty percent (80%) of the premium cost of this coverage for the employee and his/her qualifying dependents. The Town further agrees to provide either the MMEHT (Maine Municipal Employees Health Trust) Indemnity Choice and Comprehensive Point of Service (POS C) plans or equivalent.

Each employee covered under this bargaining agreement will pay twenty percent (20%) of the premium cost for their individual health insurance plan. Employees will be given the option of having their portion of this cost withheld through payroll deduction with either pre or post tax dollars.

Eligibility for our group health insurance plan is determined according to the guidelines set forth by the health insurance plan administrator. Employees who choose not to enroll under our group health insurance plan and who can provide documentation that they have health insurance coverage under a spouse/partner's plan may be eligible to receive cash in-lieu-of this benefit. Employees who are eligible for the in-lieu-of benefit will receive twenty-five percent (25%) of the Town's annual premium cost savings from the POS plan. Cash-in-lieu payments will be made on a once per month basis through regular payroll processing. Any cash-in-lieu payments will be taxed in conjunction with an individual's regular gross taxable earnings.

Section 2: Dental Insurance

The Town agrees to provide a dental insurance plan for the employees covered by this unit. The Town agrees to provide fifty percent (50%) payment for said dental insurance plan. For example, depending upon each employee's marital status, the Town will pay fifty percent (50%) family coverage or fifty percent (50%) employee and

spouse coverage or fifty percent (50%) single employee coverage. The employee's share shall be made through payroll deduction.

The Town will provide either Maine Municipal Employees Health Trust Dental Plan A or equivalent.

Section 3: Life Insurance

All full-time employees have the option of enrolling in our group life insurance plan. The Town will pay the basic life insurance premium (equaling 1 x an individual's annual salary) for these employees. Any supplemental life insurance coverage that an employee chooses will be paid by the employee through regular payroll deduction.

The Town shall also provide an additional term life insurance benefit to Firefighters in the amount of \$50,000. The annual premium cost for this benefit will be incurred by the Town. Unit members will be automatically enrolled at their time of hire. Once enrolled, members will receive direct correspondence from the life insurance policy carrier regarding the designation of a beneficiary for this benefit.

Section 4: Short Term Disability Insurance

The Town currently provides income protection coverage (i.e., short term disability insurance) to all full time employees through the Maine Municipal Employees Health Trust. The Town currently pays to insure each employee for 55% of his or her base pay. Employees may choose a coverage level higher than the 55% and may pay the additional premium for this coverage through a weekly payroll deduction.

Whenever an employee who is enrolled in the Income Protection Plan has been absent from work for medical reasons for more than one week, the Town will mail to that employee's last known address by Certified Mail/Return Receipt the appropriate claim forms together with a copy of any instructions provided to the Town by the insurer and/or the plan administrator for the completion and submission of those forms. Employees also may obtain copies of the applicable forms and instructions from the Town upon request.

Currently, the deadline for submission of claims to the insurer is ninety (90) days after the date of disability. It shall be the employees' responsibility to complete and submit all claim forms in accordance with the rules and requirements of the insurer and/or plan administrator. All determinations regarding eligibility for benefits will be made by the insurer and/or the plan administrator. Any dispute between an employee and the insurer and/or plan administrator regarding benefits shall not be the subject of a

grievance under this Agreement.

Employees who are eligible to receive Short Term Disability benefits will receive sick time pay during the benefit eligibility waiting period. Thereafter, they will receive the percentage of pay covered by this benefit for the duration of the disability coverage period. All Short Term Disability eligible employees will also be given the option of using their accumulated sick time as an offset to the forty-five percent (45%) or thirty percent (30%) not covered by this benefit. The amount received between the Short Term Disability payments and an employee accumulated sick time shall not exceed the employee's base weekly wage during the duration of their disability. Both the disability benefit payout and any sick time paid out during an employee's period of disability will be processed through the Town's payroll system.

ARTICLE 15 - CLOTHING ALLOWANCE

If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniform, protective clothing or protective device and accessories shall be furnished by the Town to the employee. The cost of maintaining the protective clothing, device, uniform and accessories in proper working condition shall be paid by the Town.

Annual issuance of replacement clothing shall be done on or before December 1st.

The Policy on quality and type of uniform and protective gear shall remain at its present high standards, complying with all N.F.P.A. and O.S.H.A. standards.

ARTICLE 16 - RETIREMENT

On behalf of unit members, the Town shall contribute a percentage of an individual's gross earnings to either the Maine Public Employees Retirement System (MainePERS, formerly known as the Maine State Retirement System) or to the International City Management Retirement Corporation (ICMA). The system to which contributions are made is dependent on an individual employee's preference and personal choosing.

If an employee chooses to enroll under the ICMA plan, the Town will contribute five percent (5%) of an individual's gross earnings to their plan. In addition to this employer portion, the employee has the option of contributing to the plan as well (up to the annual percentage limits set forth by the ICMA plan). Participants are fully responsible for any fees assessed by the Plan and are responsible for choosing from

among a number of investment options.

If an employee chooses to enroll under MainePERS, both the participant's portion and the Town's matching contributions will be determined and set by MainePERS. Unit employees shall be enrolled in MainePERS Plan 2C which allows a firefighter to retire after twenty five years of service, with cola and no minimum age. The Town shall allow regular Firefighters the option to purchase military time from MainePERS at no cost to the Town. The Town shall adopt the Survivors Benefit and Retirement Adjustment Allowance provision of MainePERS.

Employee contributions for either plan will be withheld through payroll deductions. The Town is not liable for any tax implications to individual plan participants.

Unit members may enroll in either or both plans. However, the Town will only pay into one retirement plan on an individual employee's behalf. Unit members not participating in MainePERS shall be reimbursed up to one percent (1%) of their base wage towards the purchase of disability insurance.

Upon retirement an employee may continue his/her membership in the Town's health insurance program, at his/her own expense.

The Town shall remit employee contributions to the Firefighters and Law Enforcement Officers Health Insurance Program Fund as per the Maine Revised Statute, Title 5, Chapter 13, Sub Chapter 3, SS 286-M.

ARTICLE 17 - PAY SCALE

Wage rate negotiated and agreed to by both parties shall become part of this contract and attached to this document as Exhibit # 1.

ARTICLE 18 - CALL BACK TIME

As regular Firefighters are encouraged to respond to emergency situations even while off-duty, Firefighters who are called back to duty due to the needs of the Fire Department, shall receive call back pay as follows:

1st Hour of Callback Time: Three (3) hours of pay at 1½ times his/her basic rate of pay (regardless of whether full hour is worked, employee will receive a minimum of three (3) hours pay for this first (1st) hour).

Any call back hours worked beyond the first hour will be paid at 1½ times his/her basic rate of pay (callback hours actually worked beyond hour one, will be paid based on the actual time worked).

Any Firefighter who responds to a second callback within the first hour of the initial callback, will not receive an additional three (3) hours of pay for his/her first hour of time for his/her second return to duty.

Time worked by regular Fire Fighters, off duty, who come back to work to fill in for another Fire Fighter due to sick leave, bereavement or vacation time, shall not be considered callback time.

ARTICLE 19 - HOURS OF WORK

Employees covered by this agreement shall work a scheduled work week which averages an approximate forty-two (42) hours per week based upon twenty-four (24) hours on duty and forty-eight(48) hours off duty followed by twenty-four (24) hours on duty and ninety-six (96) hours off duty schedule. The forty-two hour week average is calculated over an eight (8) week period. Should departmental requirements or should a federal or State law be passed affecting the work week, the Town and Local Union agree to meet to discuss a change in the work week during the life of this Agreement.

A work day for on duty fire fighters shall consist of a twenty-four (24) hour day. Fire Fighters who are on duty for a twenty-four hour shift will be compensated for the full twenty-four (24) hour period.

Sleep and meal time will constitute hours of work.

Employees shall be paid overtime after working an average forty-two (42) hour work week. All hours worked in excess shall be compensated at one and one-half (1½) times his/her regular rate of pay:

For vacancies that occur because of sick leave, vacation, or other reasons the Town shall maintain a rotating overtime list. The next available person on the list for the overtime shall be offered the overtime shift. This procedure shall be followed until someone takes the overtime or the list has been exhausted. If a person passes on the overtime, their name will go to the bottom of the overtime list. If the list is exhausted, the first person on the original list will be forced to work the

shift. In the event that the vacancy is one of the paramedic positions, the person replacing the shift must have the paramedic license level, unless there are others on the shift with the equivalent license to perform the functions. At the sole discretion of the Fire Chief, the shift may be replaced with an employee with an intermediate license.

A Firefighter who works a sick day shall be paid for the full time worked.

No employee shall work in excess of seventy-two (72) hours continuously without at least twenty-four (24) hours off duty time except in the event of an emergency affecting the health, safety, and welfare of the Town and its inhabitants.

ARTICLE 20 - ABSENTEEISM

Fire Fighters not expecting to work their regular tour of duty because of emergencies, illness, or other justifiable cause, shall notify the officer in charge at least one (1) hour before scheduled to work, if at all possible.

ARTICLE 21 - VACANCIES AND PROMOTIONS

When a promotion becomes available, a notice of the promotion and the date of the promotional examination shall be posted in a conspicuous space located in the Fire Station and written notice shall be provided to the Union President at least ten (10) days prior to the execution of said examination.

ARTICLE 22 - DETAILS TO OTHER TOWN DEPARTMENTS OR UTILITY COMPANIES

Fire Fighters shall not be detailed to other Town Departments or Public Utility Companies, except in the event of an emergency affecting the health, safety, and welfare of the Town and its inhabitants.

ARTICLE 23 - OPERATING FIRE FIGHTING APPARATUS

At no time shall unqualified personnel operate any fire apparatus, not including the service truck, except in the case of an emergency. The Fire Chief shall determine who is qualified. At all times, this provision may not be used to lay off any full time employees. Except as where otherwise specifically allowed within the contract, the

Town agrees to a three (3) person minimum manning at all times.

ARTICLE 24 - GRIEVANCE PROCEDURE

Section 1: Grievance and arbitration procedure - Any dispute, which arises between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

A. The Union, through an authorized steward, shall take up the grievance with the Fire Chief of the Fire Department.

B. If the Union and the Fire Chief have not resolved the grievance within ten (10) calendar days, and the Union wishes to continue the grievance process, the Union shall submit the details of such grievance in writing to the Town Manager. Within ten calendar days thereafter, the Town Manager may meet with the representatives of the Union for the purpose of adjusting or resolving such grievances. The Town Manager shall render his/her written decision within ten (10) calendar days from said meeting.

C. In the event that the decision of the Town Manager rendered pursuant to (b) above is not acceptable to the Union, it may within ten (10) calendar days thereafter request that the matter be submitted to arbitration by notifying the Town in writing.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Town and the Union within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, they may, by mutual agreement, utilize the services of the Maine Board of Arbitration and Conciliation. If the parties are unable to agree to a single Arbitrator or to utilize the services of the Maine Board of Arbitration and Conciliation, either may request the services of the American Arbitration Association to provide an arbitrator in accordance with the American Arbitration Association rules. The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of the testimony and argument.

Expenses for the Arbitrator's services and proceedings shall be borne equally by the Town and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made,

· provided it pays for that record and makes copies available without charge to the other party and to the Arbitrator.

D. The time limits for processing of grievances may be extended by written consent of the parties.

E. For Step (1) of the grievance procedure, the Fire Chief may act through his/her authorized representative.

F. All grievances shall be commenced not later than fourteen (14) calendar days after the occurrence of the event giving rise to the grievance, or within fourteen (14) calendar days after the time such event became known to the Union or to the employee or employees concerned, whichever shall be later.

Section 2: Grievance Committee - Employees selected by the Union to act, as Union representatives shall be known as "Stewards". The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Town by the Local Union and the individuals so certified shall constitute the Union Grievance Committee. The purpose of the grievance committee will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Town other issues, which would improve the relationship between the parties.

Section 3: Processing Grievances During Working Hours - The Chief Steward may investigate and process grievances during working hours without loss of pay but in no case shall such time off exceed a total of two (2) hours per week except with the permission of the Fire Chief.

Section 4: Union Steward - Any employee shall have the right to be represented or accompanied by the Union Steward or other Union representative when appearing before the Fire Chief or his/her delegates on any grievance, with regard to any disciplinary action, or on any occasion when the employee has been required to appear.

ARTICLE 25 – UNION BULLETIN BUSINESS

The Town agrees to allow Union officers a leave of absence, without pay, to attend National Regional meetings of the Union, provided:

- There is sufficient manpower available to cover operational needs;
- A one (1) week notice, in advance, is given in writing to the Fire Chief.

The Town further agrees to allow members of the Union negotiation team, who are on duty, to attend negotiating meetings with the Town without loss of pay.

ARTICLE 26 – MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

Section 1: The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. The Local Union recognizes that the Town has the right to issue rules and regulations governing the selection, promotion, appointment, dismissal, and hiring for the Fire Department; however, said rules and regulations will be discussed with Union Representative(s) before implementation. This does not; however, make said rules and regulations subject to Union approval, unless the subject matter involves changes to mandatory subject of bargaining. Nothing in this agreement shall be construed to imply that the unit members have given up the statutory right to just cause provision on all issues relating to discipline and discharge issues.

Section 2: When existing rules are changed or new rules are established, providing such rules do not conflict with this Agreement, they shall be sent to all members by electronic email and posted prominently on all bulletin boards for a period of seven (7) consecutive calendar days before becoming effective. The Union reserves the right to negotiate over impacts on the terms and conditions of employment.

Section 3: The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective by electronic email, data diskette or paper. New employees shall be provided with a copy of the rules at the time of hire.

ARTICLE 27- SCHOOLING AND TRAINING

The Town agrees to pay for costs associated with courses and trainings that are required as a condition of maintaining firefighting/emergency medical licenses and/or certifications (as determined under Article 6). The Town shall pay for tuition, books, travel and time spent for classes which fall outside the scope of the regular workday. Employees shall bear the cost of obtaining the initial certification. The Town will pay

the cost of recertification only. All required courses and trainings must be pre-approved by the Fire Chief.

Time spent outside of an employee's regularly scheduled workday to attend courses for recertification shall be paid at the individual's overtime rate. Course attendance that falls within a regularly scheduled work shift shall be compensated at the employee's normal base pay. An employee who attends a course during their regularly scheduled shift may be required to return to duty after completion of their training for that day. Employees may be required to return to shift duty at any time, at the discretion of the Fire Chief.

In the event that the employee's course attendance would require replacement on their regular shift, the Chief will determine who is qualified to perform the duties necessary for that shift and schedule the appropriate coverage.

Unit members may request to take additional professional courses or trainings that are not a requirement of recertification. Professional development of this nature shall be granted by the Fire Chief based upon budgetary limitations and whether the training will provide some benefit to the operations of the department. Employees approved for these type of courses may not receive additional pay or coverage for time used.

All scheduled departmental trainings shall be considered mandatory for all fulltime personnel unless an individual is on an authorized leave such as bereavement, sick, vacation, personal, etc. or unless otherwise designated

When possible, a vehicle and fuel shall be provided by the department for travel to trainings or reasonable vehicle travel costs shall be reimbursed.

ARTICLE 28 - GENERAL PROVISIONS

The Town agrees not to discriminate against any employee for his/her activity on behalf, or membership in, the Union.

The Union recognizes its responsibility as a bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

The Town and the Union agree that the provisions of this Agreement shall be applied equally to all employees without discrimination with regard to age, sex, marital status, race, color, creed, national origin or political affiliation of employees.

ARTICLE 29 - SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to any laws or a Town Ordinance, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 30 - HEALTH AND SAFETY

The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the Town's business and reasonable penalties for the violation of such rules and regulations.

The Town is responsible for meeting safety standards which are considered to be minimum standards required by the occupational Safety and Health Act of the State of Maine. Non-compliance with Act may result in fine and penalty to the Town.

The Town shall provide proper safety devices for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

If a member of the unit deems his/her vehicle or equipment to be unsafe, he/she shall notify his/her superior who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

Any employee involved in any accident shall immediately report to his/her immediate, non-unit superior, said accident, when possible, and any physical injury sustained. Said report will be made on a proper form provided by the Town.

ARTICLE 31 - PHYSICAL EXAMINATIONS

Unit members are expected to have a bi-annual physical examination. As a result of these bi-annual exams, Firefighters shall be responsible for providing a fit for duty statement to the Town. These statements are not to be considered public information and will be maintained in the employee's confidential medical file. If a physician determines an employee unfit for his/her assigned duties, the Town will work with the employee to achieve his/her suitability to return to duty.

ARTICLE 32 – PHYSICAL FITNESS REQUIREMENT

Section A: Between September 10th and October 10th of each year, each member shall take a physical fitness examination. The physical fitness examination standards (Exhibit #2) shall be set with the approval of both the Union and Fire Chief on the validity of the standards. Employees shall be considered passed for the purpose of the examination, if the employee meets or exceeds the requirements in all categories.

Section B: A failure during the life of this contract shall not be used as just cause for removal of any firefighter or fire officer.

Section C: The Town shall provide fifty percent (50%), up to a maximum of four hundred dollars (\$400) annually, towards an employee's individual health club membership for one of the Town approved health clubs.

Section D: Any employee who meets or exceeds every requirement of the physical examination shall receive a cash bonus of two hundred and fifty dollars (\$250) payable in the next pay period.

ARTICLE 33 - OUT OF RANK PAY

Firefighters working in the vacancy of an Officer in Charge shall receive twenty-five dollars (\$25) per incident for this Out of Rank coverage. The twenty-five dollars (\$25) payment will be included in the calculation of a unit members "regular rate" for all overtime payments made pursuant to Article 19.

Out of rank pay will be factored into an employee's "regular rate" by adding it to total compensation earned for the work week in which Out of Rank Pay is earned prior to dividing total earnings by scheduled hours to arrive at a "regular rate." For example, an employee who is paid twenty dollars (\$20) per hour and is scheduled to work forty-two (42) hours per week and who works fifty (50) hours in a particular work week and also receives a stipend of twenty-five dollars (\$25) for working one shift as Officer in Charge would have a regular rate of \$20.59 $((\$20 \times 42 \text{ hours} + \$25) = \$865 / 42 = \$20.59)$. Thus, that employee would earn \$1,112.04 for the week in question (\$865 for the first 42 hours, plus 8 hours of overtime paid at \$30.88 per hour).

ARTICLE 34 - FIRE INSPECTOR POSITION SIDE BAR

It is agreed to by the signing parties that in the event primary fire inspection/license inspection duties remain within the Fire Department after July 1, 2004, the Union shall have right to reopen negotiations to establish a stipend for Fire Department personnel performing these duties.

ARTICLE 35- TERM OF AGREEMENT

This Agreement shall govern the rights of the parties from July 1, 2013 until and including June 30, 2016.

IN WITNESS THEREOF - The Town has caused this Agreement to be executed and its corporate seal to be affixed by Larry S. Mead, its' Town Manager, as of the day and year first above written. The Union has caused this instrument to be signed by Charles Howarth, its' President, there unto duly authorized as of the day and year first above written.

LOCAL UNION 2247
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS

BY: _____

Date: _____

5/19/2014

TOWN MANAGER
OLD ORCHARD BEACH

By: _____

Date: _____

5-19-2014

FIRE CHIEF

By: _____

Date: _____

5/19/2014

APPENDIX A - CONTRACT PERIOD 07/01/2013-06/30/2014

1%

		0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS	19-22 YRS	23 & UP YRS
Firefighter EMT B	Annual	\$40,693.56	\$41,634.13	\$44,267.46	\$47,142.55	\$47,626.29	\$47,814.45	\$48,056.21	\$48,324.88	\$ 48,539.95
	Weekly	\$782.57	\$800.66	\$851.30	\$906.59	\$915.89	\$919.51	\$924.16	\$929.32	\$933.46
	Hourly	\$18.63	\$19.06	\$20.27	\$21.59	\$ 21.81	\$21.89	\$22.00	\$22.13	\$22.23
Firefighter EMT I	Annual	\$40,989.14	\$41,929.71	\$44,589.95	\$47,465.04	\$47,975.70	\$48,163.63	\$48,405.61	\$48,647.37	\$ 48,889.13
	Weekly	\$788.25	\$806.34	\$857.50	\$912.79	\$922.61	\$926.22	\$930.88	\$935.53	\$940.18
	Hourly	\$18.77	\$19.20	\$20.42	\$ 21.73	\$21.97	\$22.05	\$22.16	\$22.27	\$22.39
Firefighter EMT P	Annual	\$41,284.72	\$42,225.29	\$44,885.54	\$47,814.45	\$48,297.97	\$48,513.04	\$48,754.80	\$48,996.78	\$ 49,238.54
	Weekly	\$793.94	\$812.02	\$863.18	\$919.51	\$928.81	\$932.94	\$937.59	\$942.25	\$946.89
	Hourly	\$18.90	\$19.33	\$20.55	\$21.89	\$22.11	\$22.21	\$22.32	\$22.43	\$22.55
Captain EMT B	Annual				\$52,288.11	\$52,790.82	\$53,070.08	\$53,265.74	\$53,489.19	\$ 53,768.45
	Weekly				\$1,005.54	\$1,015.21	\$1,020.58	\$1,024.34	\$1,028.64	\$1,034.01
	Hourly				\$ 23.94	\$ 24.17	\$24.30	\$ 24.39	\$ 24.49	\$24.62
Captain EMT I	Annual				\$52,651.19	\$53,153.91	\$53,433.17	\$53,628.82	\$53,852.27	\$ 53,623.32
	Weekly				\$1,012.52	\$1,022.19	\$1,027.56	\$1,031.32	\$1,035.62	\$1,031.22
	Hourly				\$ 24.11	\$ 24.34	\$ 24.47	\$ 24.56	\$24.66	\$24.80
Captain EMT P	Annual				\$53,014.28	\$53,516.99	\$53,796.47	\$53,991.90	\$54,215.36	\$ 54,522.63
	Weekly				\$1,019.51	\$1,029.17	\$1,034.55	\$1,038.31	\$1,042.60	\$1,048.51
	Hourly				\$ 24.27	\$ 24.50	\$24.63	\$ 24.72	\$ 24.82	\$24.96

APPENDIX B - CONTRACT PERIOD 07/01/2014-06/30/2015

1%

		0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS	19-22 YRS	23 & UP YRS
Firefighter EMT B	Annual	\$41,100.53	\$42,050.37	\$44,710.17	\$47,610.88	\$48,102.53	\$47,814.45	\$48,536.86	\$48,808.18	\$49,047.51
	Weekly	\$790.39	\$808.66	\$859.81	\$915.59	\$925.05	\$919.51	\$933.40	\$938.62	\$ 943.22
	Hourly	\$18.82	\$19.25	\$20.47	\$ 21.80	\$22.02	\$ 22.11	\$ 22.22	\$ 22.35	\$22.45
Firefighter EMT I	Annual	\$41,398.98	\$42,349.04	\$45,035.75	\$47,939.74	\$48,455.47	\$48,645.17	\$48,889.58	\$49,133.76	\$49,377.95
	Weekly	\$796.13	\$814.40	\$866.07	\$921.92	\$931.84	\$935.48	\$940.18	\$944.88	\$949.58
	Hourly	\$18.96	\$19.39	\$20.62	\$21.95	\$22.19	\$22.27	\$22.39	\$22.49	\$22.61
Firefighter EMT P	Annual	\$41,697.66	\$42,647.49	\$45,334.42	\$48,292.68	\$48,781.05	\$48,998.10	\$49,242.29	\$49,486.70	\$49,730.88
	Weekly	\$801.88	\$820.14	\$871.82	\$928.71	\$938.10	\$942.27	\$946.97	\$951.67	\$956.36
	Hourly	\$19.09	\$19.53	\$20.76	\$ 22.11	\$22.34	\$ 22.44	\$22.55	\$22.66	\$22.77
Captain EMT B	Annual				\$52,810.90	\$53,318.68	\$53,600.81	\$53,798.45	\$54,024.11	\$54,306.24
	Weekly				\$1,015.59	\$1,025.36	\$1,030.78	\$1,034.59	\$1,038.93	\$1,044.35
	Hourly				\$24.18	\$24.41	\$24.54	\$24.63	\$24.74	\$24.87
Captain EMT I	Annual				\$53,177.73	\$53,685.51	\$53,967.42	\$54,165.06	\$54,390.72	\$54,701.08
	Weekly				\$1,022.65	\$1,032.41	\$1,037.83	\$1,041.64	\$1,045.98	\$1,051.94
	Hourly				\$ 24.35	\$ 24.58	\$ 24.71	\$ 24.80	\$ 24.90	\$25.05
Captain EMT P	Annual				\$53,544.34	\$54,052.12	\$54,334.47	\$54,531.89	\$54,757.55	\$55,067.91
	Weekly				\$1,029.70	\$1,039.46	\$1,044.89	\$1,048.69	\$1,053.03	\$1,059.00
	Hourly				\$ 24.52	\$ 24.75	\$ 24.88	\$ 24.97	\$25.07	\$25.21

APPENDIX C - CONTRACT PERIOD 07/01/2015-06/30/2016

1%

		0-1 YRS	2-3 YRS	4-5 YRS	6-8 YRS	9-12 YRS	13-15 YRS	16-18 YRS	19-22 YRS	23 & UP YRS
Firefighter EMT B	Annual	\$41,511.48	\$42,470.80	\$45,157.29	\$48,087.09	\$48,583.63	\$48,775.53	\$49,024.86	\$49,296.33	\$49,538.09
	Weekly	\$798.30	\$816.75	\$ 868.41	\$ 924.75	\$934.30	\$937.99	\$942.79	\$948.01	\$952.66
	Hourly	\$19.01	\$19.45	\$ 20.68	\$ 22.02	\$ 22.25	\$ 22.33	\$ 22.45	\$ 22.57	\$22.68
Firefighter EMT I	Annual	\$41,813.02	\$42,772.56	\$45,486.19	\$48,419.07	\$48,940.09	\$49,131.56	\$49,378.39	\$49,625.00	\$ 49,871.84
	Weekly	\$804.10	\$822.55	\$874.73	\$931.14	\$941.16	\$944.84	\$949.58	\$954.33	959.07
	Hourly	\$19.15	\$19.58	\$20.83	\$22.17	\$22.41	\$22.50	\$22.61	\$22.72	\$22.84
Firefighter EMT P	Annual	\$42,114.56	\$43,073.88	\$45,787.72	\$48,775.53	\$49,268.76	\$49,488.02	\$49,734.63	\$49,981.47	\$50,228.30
	Weekly	\$809.90	\$828.34	\$880.53	\$937.99	\$947.48	\$951.69	\$956.44	\$961.18	\$965.93
	Hourly	\$19.28	\$19.72	\$20.97	\$22.33	\$22.56	\$22.66	\$22.77	\$22.89	\$23.00
Captain EMT B	Annual				\$53,338.98	\$53,851.83	\$54,136.83	\$54,336.46	\$54,564.32	\$54,849.31
	Weekly				\$1,025.75	\$1,035.61	\$1,041.09	\$1,044.93	\$1,049.31	\$1,054.79
	Hourly				\$24.42	\$24.66	\$24.79	\$24.88	\$24.98	\$25.11
Captain EMT I	Annual				\$53,709.56	\$54,222.41	\$54,507.19	\$54,706.82	\$54,934.68	\$55,248.13
	Weekly				\$1,032.88	\$1,042.74	\$1,048.22	\$1,052.05	\$1,056.44	\$1,062.46
	Hourly				\$24.59	\$24.83	\$24.96	\$25.05	\$25.15	\$25.30
Captain EMT P	Annual				\$54,079.70	\$54,592.55	\$54,877.77	\$55,077.18	\$55,305.04	\$55,618.51
	Weekly				\$1,039.99	\$1,049.86	\$1,055.34	\$1,059.18	\$1,063.56	\$1,069.59
	Hourly				\$24.76	\$25.00	\$25.13	\$ 25.22	\$25.32	\$25.47

Filename: Final Firefighter's Contract 2013-2016.docx
Directory: \\Store01\users\tlambert\Applications
Template: C:\Users\tlambert\AppData\Roaming\Microsoft\Templates\Normal.dot
m
Title: AGREEMENT
Subject:
Author: Tammy Lambert
Keywords:
Comments:
Creation Date: 5/8/2014 2:47:00 PM
Change Number: 28
Last Saved On: 5/28/2014 1:56:00 PM
Last Saved By: Tammy Lambert
Total Editing Time: 264 Minutes
Last Printed On: 5/28/2014 1:56:00 PM
As of Last Complete Printing
Number of Pages: 27
Number of Words: 8,081 (approx.)
Number of Characters: 46,068 (approx.)