AGREEMENT

BETWEEN

THE TOWN OF OLD ORCHARD BEACH

&

LOCAL 2247 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO-CLC

JULY 1, 2026-JUNE 30, 2029

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This Agreement is made and entered into this 1st day of July, 2026 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 and Lieutenants of the Old Orchard Beach Fire Department, personnel performing principally Fire, Rescue and EMS operations, with exception of 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, 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 employee, unless notified otherwise either by the Local Union or by the individual employee.

ARTICLE 5 - SENIORITY

The Town shall establish a seniority list for firefighters, and it shall be brought up to date on January first (1st) 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 uniformed 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.

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

All firefighters 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 firefighter hires shall be at Paramedic level or licensed Advanced level enrolled in a Paramedic course and shall be required to complete the Paramedic course and maintain a Paramedic License level during their tenure.

Twelve (12) firefighter positions, three (3) per shift, not including the Officer in charge, must be a paramedic position in order to provide the highest emergency medical services to the community. Whenever a vacancy occurs among the twenty-four (24) recognized positions and the vacancy that occurs will cause less than the twelve (12) total paramedic positions, the vacancy must be filled with a paramedic. No more than eight (8) positions shall be non-paramedic at any time. All other job requirements also apply. Any firefighter having a Paramedic, Basic or Advanced 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 unit 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 a firefighter is expected to be absent from his/her shift for ninety (90) days or greater, a temporary firefighter can be hired for the length of the employee's absence. The temporary firefighter 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.

Should the Department hire an individual for a fire fighter position that is in addition to the number of permanent, full-time fire fighter positions authorized by the Town Council, that individual so hired shall possess a Fire Fighter I certification recognized by the Maine

Fire Service Institute and shall be able to operate as a licensed EMT-A in the State of Maine at the time of appointment. As a condition of employment, the employee shall be enrolled or shall enroll in the first available EMT-Paramedic course recognized by Maine Emergency Medical Services, and shall become a Maine Emergency Medical Technician licensed to the Paramedic level.

ARTICLE 7 LATERAL TRANSFER AGREEMENT

At the sole discretion of the Town, newly hired fire fighters may be placed up to the level of the 10 year step in the wage scale for qualified candidates.

A qualified candidate is defined as having, at a minimum, a Fire Fighter I certification recognized by the Maine Fire Service Institute, and shall have obtained, or be able to obtain, a State of Maine Emergency Medical Technician license at the Paramedic level. .

Advancement in the scale in such circumstances will continue as if the employee had completed the years of service at the place in the wage scale they were placed in at hire. Any employee hired as a "lateral" entry according to this section shall accrue vacation at a rate that is reflective of the years of service at the placement step on the wage scale. All other seniority and benefit issues shall be based on the actual date of hire, unless otherwise specified within this agreement.

ARTICLE 8- SHIFT SUBSTITUTIONS AND SWAPS

Firefighters shall be permitted to swap shifts with other unit members and/or to find other firefighters 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, the Deputy Chief 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 9 - HOLIDAYS

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

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Easter Sunday
Memorial Day
Juneteenth
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 firefighters for each holiday recognized and observed during the calendar year.

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

On 4th of July Holiday firefighters on duty will get time and a half their base pay for the hours worked, plus holiday pay.

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 Worker's Compensation.

ARTICLE 10 - VACATIONS

Section 1-Firefighter

Firefighter Vacation

Service Months		Weekly Accrued Amount	Max Limit
From	To		
0	12	0.923	48
13	60	1.846	96
61	120	2.769	144
121	240	3.69	192
241	999	4.615	240

For the purpose of this section, the term "Work Week" shall mean (7) seven continuous, and consecutive calendar days.
Employees may carry no more than the maximum limit plus 96 hours at any time.

Employees who are separated in good standing (as stated in Article 11) 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) Firefighters per shift 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 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.

Employees may carry no more than the maximum limit plus 74 hours at any time. Vacation leave accrues on a pro-rata basis each month during the year it is accrued, commencing on the employee's date of employment. Accrued vacation time will be reflected on employees' paycheck stubs. No vacation may be utilized during the first six months of employment.

Exceptions to this schedule may be made pursuant to contract or at the discretion of the Town Manager in exceptional circumstances.

Requests for vacation time must be made on the vacation request forms. Scheduling of vacations shall be done by the employee's immediate supervisor and in accordance with operational needs. In the event a holiday falls within the vacation period, the holiday will not be counted as a vacation day, and the employee will be compensated for the holiday.

Any paid leaves of absence shall not constitute a break in the employment record.

Unused vacation days may accrue from one year to the next with maximum hold over of two weeks. No vacation of more than two (2) weeks duration at one time will be allowed

unless approved by the Town Manager.

Accumulated vacation leave, subject to the maximum allowed, shall be paid to an employee upon separation from employment or to the employee's beneficiary upon the employee's death.

ARTICLE 11 – 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.

Section 1-Firefighters

Firefighter sick (hired before 7/1/13)

Service Months		Weekly Accrued Amount	Max Accrual Limit
From	To		
0	999	3.692	3120

Payout would be fifty percent (50%) of accumulated sick hours with a maximum payout of one thousand four hundred and forty (1440) hours, after a minimum of ten (10) years of continuous service and separation is in good standing.

Firefighter sick (hired after 7/1/13)

Service Months		Weekly Accrued Amount	Max Accrual Limit
From	To		
0	999	3.692	1440

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 of continuous service and separation is in good standing.

Separation in good standing means:

1. Voluntary resignation of employee who shall provide at least two (2) weeks written notice to Town, and that employee shall work all scheduled shifts in the two (2)

week notice period unless excused by the Chief
2. Retirement of employee with notice and work requirements stated in #1 above shall be applicable
3. Layoff from employment due to reduction in force by Town
4. Reasons mutually agreed upon by Union and Town.

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 as to the nature of the illness or incapacity.

For the purpose of this Article, a day of sick leave shall be a twenty-four (24) hour day. If a firefighter is on extended sick leave or Worker's Compensation leave (more than 12 shifts consecutively), he/she may elect to be paid for his/her annual accrued vacation time during the remainder his/her absence.

If an employee completes six (6) months (calculations will be July-December & January-June) continuous service without using any sick leave, that employee shall receive twelve (12) hours regular pay in addition on his/her next scheduled paycheck.

Sick leave may be used for personal illness or physical incapacity of such a degree as to render an employee unable to perform the duties of his/her position. Sick leave may also be used to care for immediate family members. 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 as to the nature of the illness or incapacity.

If an employee completes six (6) months (calculations will be July-December & January-June) continuous service without using any sick leave, that employee shall receive seven (7) hours regular pay in addition on his/her next scheduled paycheck.

Payout at the time of separation will follow the Town's Personnel Policy.

Section 4-Family Leave Hours

Firefighters will be allowed 48 hours to be used as Family Leave hours, these hours shall not be carried year to year (Jan-Dec). Firefighter requests shall be made to Fire Chief, Deputy 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 4 shall be subtracted from unused sick leave.

Article 12 - Extended Leave (Non-Work Related Leave of Absence)

Purpose

To define the policy and procedure of the Town with regard to extended leave required by the Family and Medical Leave Act of 1993 (FMLA), the Maine Family and Medical Leave (MFML) procedure, and the Paid Family and Medical Leave (PFML) procedure.

Section 1. Family Medical Leave of Absence Policy (FMLA)

Policy

Employees who have worked for the Town for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks of unpaid leave (FMLA leave) for the following reasons:

1. Birth and/or care of a child of the employee;
2. Placement of a child into the employee's family by adoption or by a foster care arrangement;
3. Care of the employee's spouse, child or parent who has a serious health condition; or
4. Inability of the employee to perform the functions of the employee's position due to a serious health condition.

Employees who have worked for the Town for 12 months but for less than 1,250 hours during the past year and are not eligible for Federal Family Medical Leave may be eligible for a 10-week Family Medical Leave under Maine law pursuant to the Maine Family Leave of Absence law as described in Sec. 7-8, and should follow the procedures set forth below to apply for a leave.

The twelve (12)-month period during which the twelve weeks of FMLA leave may be taken is measured forward from the date an employee's first FMLA leave begins, and the next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12-month period. For example, if an employee's first FMLA leave begins on June 1, 2006, the first twelve month period would be from June 1, 2006 through May 31, 2007. Any subsequent twelve (12)-month period could commence any time after May 31, 2007.

The right to family leave for the birth and/or placement of a child into an employee's family may only be taken within the twelve (12) months after the date of the birth or placement of the child. In the case of unpaid leave for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted, unless both the employee and the Town agree. If both parents are employed by the Town the combined leave shall not exceed twelve (12) weeks.

For purposes of this policy, a serious health condition means an illness, injury, impairment or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice or residential medical care facility;
2. Any period of incapacity requiring absence from work or other regular daily activities

for more than three (3) calendar days that also involves continuous treatment by or under the supervision of a healthcare provider; or
3. Continuous treatment by or under the supervision of a healthcare provider for a chronic long-term health condition that is incurable or so serious that if not treated would result in a period of incapacity of more than three (3) calendar days; or
4. Prenatal care

In the case of unpaid leave for serious health conditions, the leave may be taken intermittently or on a reduced hours basis only if such leave is medically necessary. Where an employee requests intermittent leave or leave on a reduced hours basis due to a family member's or the employee's own serious health condition, the Town has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job for which the employee is qualified and. which better accommodates the intermittent leave or reduced hours leave than the employee's regular job. The temporary position will have equivalent pay and benefits as the employee's regular job.

Employees are required to use their available vacation time during the twelve (12) week family leave period, and available sick time is required to be used when family leave is taken because of the employee's serious health condition or to care for a child, spouse or .parent who has a serious health condition. The remainder of the leave will be unpaid leave. An employee on a Family Medical Leave may be eligible for benefits under the Income Protection Plan set forth in Sec. 8-5.

When the necessity of leave is foreseeable due to the expected birth or placement of a child, the employee must provide the Town at least thirty (30) days' notice of the employee's intention to take leave. If the date of birth or placement of a child requires the employee's leave to begin in less than thirty (30) days from the date of notice to the Town, he employee must provide such notice as soon as practical. Where the necessity for leave is due to a family members or employee) own serious health condition and is foreseeable based on planned medical treatment, the employee must:

1. Give at least thirty (30) days' notice, or as, soon as practical if treatment starts in less than thirty (30) days; and
2. Make a reasonable effort to schedule the treatment so as not to unduly disrupt the operation of the Town, subject to the approval of the health care provider. ·

Where the need for leave is unforeseeable, the employee must give notice as soon as practical. Any leave request based on a family member's or employees own serious health condition must be supported by certification from a healthcare provider. The employee must provide a copy of the certification to the Director of Human Resources in a timely manner. (Fifteen calendar days will be allowed to provide the certification.) Certification from the healthcare provider must contain: 1) the date the serious health condition began; 2) the possible duration of the condition; 3) the appropriate medical facts regarding the condition; 4) if the leave is based on the care of a spouse, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that need will continue; 5) if the leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job; and 6) in the case of intermittent leave or leave on a reduced hours basis for planned medical

treatment, the date the treatment is expected to be given and the duration of the treatment. During family leaves of absence, the Town will continue to pay its portion of the health insurance premiums and the employee must continue to pay his/her share of the premium. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the Town for payment of health insurance premiums during the family leave, unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his/her job or circumstances beyond the control of the employee. During unpaid leave, the employee shall not accrue employment benefits, such as vacation pay, sick pay, pension, etc. Employment benefits accrued by the employee up to the day on which the family leave of absence begins will not be lost. The Town may require an employee on FMLA leave to report periodically on his/her status and the intention of the employee to return to work, and also periodic recertification of the medical condition. An employee taking leave due to the employee's serious health condition is required to obtain certification that the employee is able to resume work prior to the return from any FMLA leave. 29 | Page Employees who return to work from family leave of absence within or on the business day following the expiration of the twelve (12) weeks are entitled to return to their job or an equivalent position without loss of benefits or pay, unless (a) their employment with the Town would have terminated if no leave had been taken; (b) they have given notice of their intent to terminate their employment; or (c) they cannot, with or without reasonable accommodations, safely perform the essential functions of the job to which they may be restored. Certain key employees may not enjoy these reinstatement rights. Procedure Applications for family leave of absence must be submitted to the Director of Human Resources in writing and signed by the employee's immediate supervisor. Applications should be submitted at least thirty (30) days before the leave is to commence or as soon as possible if thirty (30) days' notice is not possible. Appropriate forms must be submitted to the Director of Human Resources to initiate a family leave and to return the employee to active status. All necessary forms are available from the Director of Human Resources. Each employee taking leave which meets the requirements for FMLA leave will be provided the "Response to Your Request for Leave" form.

Section 2. Maine Family Medical Leave (MFML)

1) Maine Family Medical Leave-Unpaid:

In accordance with the Maine Family Medical Leave Law, The Town provides family leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill certain family obligations. Employees who have been employed by the Town for at least one year are entitled to take up to 10 consecutive weeks of unpaid leave during any 2-year period for:

1) their own serious health condition;
2) the birth of their child;
3) adoption of a child 16 years of age or younger); or
4) to care for the employee's child, spouse, or parent who has a serious health condition.

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by health care provider.

Employees must make a request for family leave in writing to Human Resources at least 30 days in advance of the intended medical leave, unless prevented by medical emergency. Certification from a physician, other health care provider, or accredited practitioner of the healing methods of a recognized church or religious denomination, must accompany the request for leave, to verify the need for the leave and the amount of leave time requested.

If an employee is granted family leave, he/she may elect to use any accrued vacation time, and if the leave is taken because of the employee's serious health condition or the serious health condition of the employee's spouse, child or parent, the employee may utilize any accrued sick leave before taking unpaid leave: Employees will be allowed to continue fringe benefits, such as health insurance, on the same basis as before their leave. Employees may also be eligible for benefits under the Income Protection Plan set forth in Sec. 8-5. Vacation and sick leave do not accrue during unpaid leave.

During leave, employees are expected to keep their supervisor informed of their status and intentions, and to submit additional medical certification if necessary. So that return to work can be properly scheduled and planned for, employees should provide their supervisor with at least two weeks advance notice of their intended return to work date. Upon expiration of leave, employee will be reinstated to the same position or an equivalent position unless:

1) they have given notice of their intent to terminate their employment;
2) they fail to return to work on the agreed-upon return date;
3) they are unable, with or without reasonable accommodation, to safely perform the essential functions of their job; or
4) their position no longer exists for reasons unrelated to their taking of family leave. Additional information regarding family leave, as well as all necessary forms for requesting and certifying family leave, are available from Human Resources.

Section 3. Maine Paid Family Medical Leave (PFML)

Purpose

This policy outlines the Maine Paid Family Medical Leave (PFML) benefits available to eligible employees in accordance with the Maine Paid Family Medical Leave Law.

Eligibility

All employees are eligible for family leave upon employment. However, to qualify for job protection, employees must have worked for the Town for 120 consecutive days.

Leave Benefits

Eligible employees can take up to 12 weeks of paid leave for the following reasons:

1) Medical Leave:
   a. To address the employee's own serious health condition.
2) Family Leave:
   a. To care for a new child (birth, adoption, fostering).

b. To care for a family member with serious health condition.

3) Safe Leave:

a. To obtain healthcare, counseling, legal services, protection from abuse, or secure housing related to being a victim of violence, assault, sexual assault, stalking, or abuse.

4) Military Deployment:

a. For emergencies related to military deployment

Contribution and Benefits Timeline

1) The State will determine the mandatory combined payroll contribution rate, to be shared equally between the Town and the employee, effective July 1, 2026.

2) Benefits will commence on July 1, 2026, or as determined by the State.

Application Process

1) Employees must submit a leave request through the Maine Department of Labor's Paid Family Medical Leave Portal;

2) Timing: No more than 60 days before the leave starts and no more than 90 days after the leave begins, unless there is good cause, as determined by the State.

Payments and Benefits

1) Payments will be made directly to the employee, with the following benefit structure based on the State Average Weekly Wage (SAWW), set each July 1st:

2) 90% of the employee's average weekly wage for earnings up to 50% of SAWW.

3) 66% for earnings over 50% of SAWW.

4) Benefits are capped at the SAWW.

5) Employees may elect to use accrued leave to supplement State payments.

6) Employees are responsible for insurance premiums not covered during leave

7) Employees will continue to accrue vacation and sick time if eligible.

Notification Requirements

1) Employees must give reasonable written notice to their Department Head and/or Human Resources before taking leave.

2) Employees are expected to keep their Department Head and/or Human Resources informed about their status and intentions during their leave and provide at least two weeks' notice of their intended return to work date.

Job Protection and Reinstatement

Upon returning from leave, employees will be reinstated to the same position or an equivalent position unless:

1) The employee has not been employed for 120 consecutive days.

2) The employee has indicated an intent to terminate employment.

3) The employee fails to return on the agreed-upon return date.

4) The employee is unable to perform essential job functions, even with reasonable accommodation.

5) The employee's position no longer exists for reasons unrelated to their taking of family leave.

Additional Information

For more details about the Maine Paid Family Medical Leave policy, employees should contact Human Resources.

In addition, eligible employees may request maternity or paternity leave in connection with the birth, adoption, or foster placement of a child in accordance with Family and Medical Leave Act, Maine Family and Medical Leave, and Paid Family and Medical Leave as outlined above and in the Town's Personnel Policy.

In the event an employee is determined by their treating physician to require restrictions or accommodation related to their medical condition, any such accommodation of the employee's normal work duties shall be at the discretion of the Fire Chief on a case-by-case basis. The Fire Chief will consider all requests in good faith, taking into account operational needs and the employee's documented medical limitations.

Each approved request will be documented through a Memorandum of Understanding (MOU), issued on a case-by-case basis, outlining the specific terms and duration of the accommodation.

ARTICLE 13 – PERSONAL LEAVE TIME

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

Section 1-Personal Hours

Firefighter requests shall be made to the Fire Chief, Deputy 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. Personal hours do not accumulate year to year.

	Personal Hours
Firefighters	48

ARTICLE 14 - 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 or Deputy Chief.

ARTICLE 15 - WORKER'S COMPENSATION

The Town of Old Orchard Beach shall provide Worker's Compensation (WC) insurance coverage for all its regular employees as governed and applied in accordance with the applicable State of Maine Worker's Compensation law. Benefits under Worker's 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 Worker's Compensation benefits will receive the percentage of pay covered by Worker's Compensation for the duration of the Workers Compensation coverage period. According to the Workers Compensation policy and Maine Revised Statutes, Title 39-A, Section 204, Compensation for a job-related injury is not payable for the first 7 days of incapacity, except that firefighters must receive compensation from the date of incapacity. 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 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.

In the event that an employee collecting Worker's Compensation is determined by the applicable physician to be available to work light duty assignments, the Fire Chief shall determine if a suitable light duty assignment is available and the schedule that the employee will work. The schedule may be Monday through Friday with hours similar to the administration office, up to forty-two (42) hours per week.

The Town agrees that an employee out on Worker's Compensation for an extended period of time shall be allowed to continue their participation in the Town's health insurance plan for up to eighteen (18) months depending on the individual

circumstances of the necessity of their leave. Where an employee has been unable to work for eighteen (18) months, the employee may be terminated from his/her position. Their status as an employee may be extended for further periods at the discretion of the Town upon written notice to the Local Union prior to the expiration of said eighteen (18) month period. Any extension shall be for a time-specific period, and must be made upon written notice to the Local Union.

ARTICLE 16 – INSURANCE

Section 1: Health Insurance

A comprehensive health insurance plan is available to regular full time employees. The Town may offer more than one plan choice to employees. The Town agrees that the MMEHT (Maine Municipal Employees Health Trust) Acadia plan or equivalent will be offered as a choice to full time employees. An employee may only change to another plan during the Open Enrollment period. Employees may change coverage type (single, emp/spouse, etc.) for qualifying events at the time of the qualifying event.
Premiums will be paid as shown below:

Health Insurance	Town will pay	Employee will pay
Firefighters	80%	20%

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 share of annual single rate premium. Cash-in-lieu payments will be made on a weekly basis through regular payroll processing. Any cash-in-lieu payments will be taxed in conjunction with an individual's regular gross taxable earnings.

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

Firefighters shall be given the option to enroll in the Maine State Health Subsidy Program at hire or for up to five (5) years of employment. Terms of enrollment are set by the Program administrators.
The Town shall remit firefighter 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.

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 offers income protection coverage (i.e., short term disability insurance) to all full time employees through the Maine Municipal Employees Health Trust. Employees may choose a coverage level of either 55% or 70% of their salary. Employees shall pay the premium for the selected coverage through a weekly payroll deduction. Employees may opt to not enroll for coverage, but may have to complete additional information and may be denied, if enrolling at a later date.

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. Employees may obtain copies of the applicable forms and instructions from the Town's Human Resource Office upon request. 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 this benefit shall not be the subject of a grievance under this Agreement.

Employees who are eligible to receive Short Term Disability benefits may use sick time pay during the benefit eligibility waiting period. Thereafter, they Employees must use enough sick time to cover all benefits for each weekly payroll

ARTICLE 17 - CLOTHING ALLOWANCE

If any firefighter is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or protective device and accessories shall be furnished by the Town to the firefighter. The cost of maintaining the protective clothing, device, and accessories in proper working condition shall be paid by the Town.
The Town shall provide uniforms for the first (1st) year of employment. The uniforms provided will be at the discretion of the Fire Chief.
Beginning July 1, 2017, as long as a firefighter has completed 12 months of employment; firefighters shall receive a clothing allowance of $450 for the fiscal year.
Beginning July 1, 2018, as long as a firefighter has completed 12 months of employment; firefighters shall receive a clothing allowance of $500 for the fiscal year.
Firefighters beginning their second (2nd) year of employment prior to the start of the fiscal year, shall receive a clothing allowance in the amount equal to the prorated adjustment for the number of weeks remaining until the start of the fiscal year.

Clothing allowance shall not rollover year to year.

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 18 - 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 eight percent (8%) 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 a firefighter chooses to enroll under MainePERS, both the participant's portion and the Town's contributions will be determined and set by MainePERS. Firefighters shall be enrolled in MainePERS Plan 3102C 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.

Effective August 1, 2023, If a firefighter chooses to enroll under MainePERS, both the participant's portion and the Town's contributions will be determined and set by MainePERS. Firefighters shall be enrolled in MainePERS Plan 3103C 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.

MainePERS Retire - Rehire Program:

The Town recognizes that the MainePERS Retire-Rehire Program allows eligible former MainePERS-covered employees to return to employment after retirement under the provisions established by the Maine Public Employees Retirement System. Approval of any request by a retiree to be rehired under this program is at the sole discretion of the Town, and any denial or refusal by the Town to rehire is not subject to grievance. The Town Personnel Policy provides information regarding this program.

ARTICLE 19 - 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.

Educational Incentive:

To encourage professional and academic development, the Town agrees to implement an educational incentive plan as set forth in this section. Any permanent employee who is a member of the bargaining unit shall be entitled to receive additional compensation when they provide proof of their fire safety-related Associate's Degree Bachelor's Degree, or Master's Degree, and Doctorate Degree to the Town. Fire safety related relevance shall be determined by the Chief and/or Deputy Chief. There shall be no incentive for members who have only partially completed a degree program. This compensation will be at the rate of $0.50 per hour added to the employee's base hourly pay.

Field Training Officer (FTO) Program:

The Town agrees to establish and maintain a Field Training Officer (FTO) Program to oversee all new employee, and EMS license upgrade orientation programs. The FTO program shall consist of a maximum of ten (10) qualified members of the collective bargaining unit appointed by the Chief and/or Deputy Chief. Qualified eligibility shall be determined by the standards set forth and mutually agreed to by the members of the FTO program, as well as the Chief and/or Deputy Chief. The FTO program members shall be compensated at a rate of $0.75 per hour added to the employee's base hourly pay.

ARTICLE 20 – EMERGENCY CALL BACK TIME

At the discretion of the Officer in charge, an emergency callback may be implemented. Such emergencies consist of Deskbox, Firefighter Recall, Working Fire or All Hands. 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: Four (4) 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 four (4) 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 four (4) 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.

Emergency Call Back time will not be paid for scheduled work, meetings, trainings, and/or other non-emergency events. A one (1) hour minimum shall be paid for non-emergency events.

ARTICLE 21- HOURS OF WORK

Section 1- Firefighters:

Firefighters 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.

Section 2- Firefighter Overtime Distribution:

Firefighters 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.

No firefighter 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.
The procedure for distributing overtime shall be a mutually agreed upon process between Local 2247 and the management team. At no time shall either party change the overtime distribution process unilaterally. The change in process shall only be implemented after a 7 day notification/withdrawal period by either party without cause or explanation. After the 7 day notification/withdrawal period, the overtime distribution process shall be placed in effect on the first day of the next month starting at 0700 hours.

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

The parties by mutual agreement may modify this section.

Section 4- Compensatory Time
If an employee makes a request to receive compensatory time for overtime hours worked, The Chief shall make the sole determination as to whether to grant compensatory time off or pay the overtime. Compensatory time shall only accrue up to twenty-four (24) hours. Compensatory time must be used by December 15th or be paid out by the last payroll of the calendar year. Use of compensatory time must be used with the permission of the Chief and not create overtime.

ARTICLE 22 - ABSENTEEISM

Employees 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 23 - VACANCIES AND PROMOTIONS

Eligibility

1. To be eligible for promotion to the position of Lieutenant, an employee must have a Paramedic license and have served a minimum of two (2) years of continuous, full-time service in the Old Orchard Beach Fire Department. Any employee who will become eligible for promotion during the period that the list of qualified candidates is valid may take the exam. Final eligibility will be determined by the date on which the Fire Chief is notified in writing of a vacancy.

2. To be eligible for promotion to the position of Captain, an employee must be currently working as a full-time Lieutenant in the Old Orchard Beach Fire Department or have a Paramedic license and have a minimum of ten (10) years continuous service as a full-time firefighter, five (5) years of which must be in the Old Orchard Beach Fire Department. Any employee who will become eligible for promotion during the period that the list of qualified candidates is valid may take the exam. Final eligibility will be determined by the date on which the Fire Chief is notified in writing of a vacancy.

Establishing a "List of Qualified" Candidates

The names, in order of test results of all exam takers for each position, Captain and Lieutenant, shall be posted on the union bulletin board within 30 days of the exam being administered.

The top three eligible scorers on the written exam and oral/assessment for each position Captain and Lieutenant shall be considered "qualified" for promotion.
The list of Qualified Candidates will be active for 1 year after posting of results for any future vacancies.

Procedure

When a vacancy in the rank of Lieutenant or Captain occurs, notice of said vacancy shall be posted on the department bulletin board, within thirty (30) days after the Fire Chief is notified in writing that said vacancy exists.

Within 60 days of having notice of said vacancy, the fire chief shall cause a written exam and oral/assessment exam to be administered by fire department Fire Chief, Deputy Chief, and / or Captains and Human Resources.

Only those on the list of qualified candidates will be allowed to participate in the Oral/Assessment Exam.

The Chief shall provide to all potential candidates, a study guide/reading list consistent with the written exam sixty days (60) prior to the exam.

Scoring

The scoring of the promotional process shall be based on a maximum of one hundred (100) points:

Written Exam	30 points
Oral/Assessment	30 points
Box Drill	10 points
Length of Service	10 points
Certifications	20 points

Length of Service points will be determined by the date in which the Fire Chief is notified in writing of a vacancy. In calculating the above, length of service and certification points will also be added based upon the following:

4 -5 years	2 points
6 - 8 years	4 points

9 - 11years	6 points
12 - 15 years	8 points
Over 16 years	10 points

Certifications	**Points**	
Firefighter 2	1	
Fire Instructor 1	1	
Fire Instructor 2	1	
Fire Officer 1	1	
Fire Officer 2	1	
Fire Officer 3	1	
Fire Officer 4	1	
FTO	1	
Incident Safety Officer (ProBoard)	1	
Managing Fire Officer	2	
Hazmat Tech	1	
Preceptor/EMS Students	1	
ACLS Instructor	1	
PALS Instructor	1	
CPR Instructor	1	
IC/EMS	1	
AVOC/EVOC Instructor	1	
Lieutenant	1	
Military	1	
Associates or Bachelors	2 or 3	based on highest level, noncumulative

Appointment of Promotion

1. The Chief shall post the top three scores and confer with the Deputy Chief and / or Captains as to the final selection. The selected candidate shall be one of the top three (3) rated employees.

2. Vacant positions shall be filled within 30 days of the completion of the promotional process.

The parties by mutual agreement may modify this article.

ARTICLE 24 - DETAILS TO OTHER TOWN DEPARTMENTS OR UTILITY COMPANIES

Unit members 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, or by mutual consent.

ARTICLE 25 - OPERATING FIRE FIGHTING APPARATUS

At no time shall unqualified personnel operate any fire apparatus, not including the service truck, unless the service truck is utilized as a Brush unit or 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 four (4) full time equivalent person minimum manning

at all times. In the event of a vacancy during a shift, regardless of the cause, the first vacancy will not be routinely filled with overtime as long as the minimum staffing level is maintained.

ARTICLE 26 - 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 27 - 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 28 - 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 29- 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.

Bridge Program

To encourage the professional development of the department, the Town agrees to implement an incentive plan as set forth in this section. A firefighter who enters the bridge program as an EMT-B or EMT-A, the Town will pay the cost of a paramedic program. Upon completion of the program, the employee will be committed to maintaining employment with the Town for a minimum of a five (5) year period. If the employee separates before completion of the program, they will be responsible to repay the full amount of the program to the Town. If the employee separates after completing the program but before the five years has been completed, the employee will be responsible to repay a prorated amount to the Town. If an employee does not pass on the first attempt, any additional attempts will not be paid for by the Town.

ARTICLE 30 - 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 31 - 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 32 - 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 33 - PHYSICAL EXAMINATIONS

Firefighters 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 firefighter's confidential medical file. If a physician determines a firefighter unfit for his/her assigned duties, the Town will work with the employee to achieve his/her suitability to return to duty.

ARTICLE 34 - PHYSICAL FITNESS REQUIREMENT

Section A: Firefighters shall have two (2) opportunities to take the physical fitness examination. The first offering will be in the Spring (April or May) and the second will be in the Fall (September or October). 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. Firefighters shall be considered passed for the purpose of the examination, if the firefighter 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 a maximum of twelve hundred dollars ($1200) fiscally, towards the Fire Department physical fitness program.

Section D: Any firefighter who meets or exceeds every requirement of the physical examination shall receive a bonus of two hundred and fifty dollars ($250) payable in a separate check on the next pay period for each examination passed in the calendar year. The parties agree to cooperate to develop a comprehensive fitness and wellness program.

ARTICLE 35 - 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 36- TERM OF AGREEMENT

This Agreement shall govern the rights of the parties from July 1, 2026 until and including

June 30, 2029.

IN WITNESS THEREOF - The Town has caused this Agreement to be executed and its corporate seal to be affixed by Diana H. Asanza, its Town Manager, as of the day and year first above written. The Union has caused this instrument to be signed by Michael Baker, 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: 6/5/2026

TOWN MANAGER
OLD ORCHARD BEACH

By: _____

Date: 6/3/2026

FIRE CHIEF

By: _____

Date: 6/4/2026

The Parties mutually agree to correct any and all formatting, typographical, grammatical and/or mathematical errors that either party may identify after executing this Agreement.

APPENDIX B

Contract Period July 1, 2026 - June 30, 2027

		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+ YRS
10%	STEP	0	1	2	3	4	5	6	7	8
Firefighter EMT B	Annual	$62,438.38	$64,600.54	$70,750.68	$77,117.04	$78,078.00	$78,414.34	$78,966.89	$79,495.42	$79,879.80
	Weekly	$1,200.74	$1,242.32	$1,360.59	$1,483.02	$1,501.50	$1,507.97	$1,518.59	$1,528.76	$1,536.15
	Hourly	$28.59	$29.58	$32.40	$35.31	$35.75	$35.90	$36.16	$36.40	$36.58
10%										
Firefighter EMT A	Annual	$65,297.23	$67,507.44	$74,065.99	$80,504.42	$81,705.62	$82,017.94	$82,474.39	$82,906.82	$83,555.47
	Weekly	$1,255.72	$1,298.22	$1,424.35	$1,548.16	$1,571.26	$1,577.27	$1,586.05	$1,594.36	$1,606.84
	Hourly	$29.90	$30.91	$33.91	$36.86	$37.41	$37.55	$37.76	$37.96	$38.26
10%										
Firefighter EMT B	Annual	$69,909.84	$72,456.38	$79,471.39	$86,582.50	$87,711.62	$88,168.08	$88,720.63	$89,393.30	$89,921.83

	Weekly	$1,344.42	$1,393.39	$1,528.30	$1,665.05	$1,686.76	$1,695.54	$1,706.17	$1,719.10	$1,729.27
	Hourly	$32.01	$33.18	$36.39	$39.64	$40.16	$40.37	$40.62	$40.93	$41.17
13%										
Lieutenant EMT B	Annual	$82,008.98	$83,958.64	$89,388.06	$94,891.52	$95,705.94	$96,051.45	$96,495.67	$96,939.90	$97,384.12
	Weekly	$1,577.10	$1,614.59	$1,719.00	$1,824.84	$1,840.50	$1,847.14	$1,855.69	$1,864.23	$1,872.77
	Hourly	$37.55	$38.44	$40.93	$43.45	$43.82	$43.98	$44.18	$44.39	$44.59
13%				STEP	0	1	2	3	4	5
Captain EMT B	Annual				$83,316.98	$86,870.78	$89,289.35	$90,745.42	$92,349.57	$94,620.05
	Weekly				$1,602.25	$1,670.59	$1,717.10	$1,745.10	$1,775.95	$1,819.62
	Hourly				$38.15	$39.78	$40.88	$41.55	$42.28	$43.32
13%										
Captain EMT A	Annual				$85,019.84	$90,054.40	$92,719.75	$94,743.45	$96,545.03	$99,506.53
	Weekly				$1,635.00	$1,731.82	$1,783.07	$1,821.99	$1,856.64	$1,913.59
	Hourly				$38.93	$41.23	$42.45	$43.38	$44.21	$45.56
13%										
Captain EMT P	Annual				$99,950.76	$102,344.64	$103,603.28	$104,417.70	$105,454.22	$106,934.97
	Weekly				$1,922.13	$1,968.17	$1,992.37	$2,008.03	$2,027.97	$2,056.44
	Hourly				$45.77	$46.86	$47.44	$47.81	$48.28	$48.96

Contract Period July 1, 2027 - June 30, 2028

		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+ YRS
5%	STEP	0	1	2	3	4	5	6	7	8
Firefighter EMT B	Annual	$65,560.29	$67,830.56	$74,288.21	$80,972.89	$81,981.90	$82,335.05	$82,915.23	$83,470.19	$83,873.79
	Weekly	$1,260.77	$1,304.43	$1,428.62	$1,557.17	$1,576.58	$1,583.37	$1,594.52	$1,605.20	$1,612.96
	Hourly	$30.02	$31.06	$34.01	$37.08	$37.54	$37.70	$37.96	$38.22	$38.40
5%										
Firefighter EMT A	Annual	$68,562.09	$70,882.81	$77,769.29	$84,529.65	$85,790.91	$86,118.83	$86,598.11	$87,052.17	$87,733.25
	Weekly	$1,318.50	$1,363.13	$1,495.56	$1,625.57	$1,649.83	$1,656.13	$1,665.35	$1,674.08	$1,687.18
	Hourly	$31.39	$32.46	$35.61	$38.70	$39.28	$39.43	$39.65	$39.86	$40.17
5%										
Firefighter EMT P	Annual	$73,405.33	$76,079.20	$83,444.96	$90,911.62	$92,097.21	$92,576.48	$93,156.66	$93,862.97	$94,417.91
	Weekly	$1,411.64	$1,463.06	$1,604.71	$1,748.30	$1,771.10	$1,780.32	$1,791.47	$1,805.06	$1,815.73
	Hourly	$33.61	$34.83	$38.21	$41.63	$42.17	$42.39	$42.65	$42.98	$43.23
5%										
Lieutenant EMT P	Annual	$86,109.43	$88,156.57	$93,857.47	$99,636.10	$100,491.23	$100,854.02	$101,320.46	$101,786.89	$102,253.3
	Weekly	$1,655.95	$1,695.32	$1,804.95	$1,916.08	$1,932.52	$1,939.50	$1,948.47	$1,957.44	$1,966.41
	Hourly	$39.43	$40.36	$42.98	$45.62	$46.01	$46.18	$46.39	$46.61	$46.82
5%				STEP	0	1	2	3	4	5

Captain EMT B	Annual		$87,482.83	$91,214.32	$93,753.81	$95,282.69	$96,967.04	$99,351.06
	Weekly		$1,682.36	$1,754.12	$1,802.96	$1,832.36	$1,864.75	$1,910.60
	Hourly		$40.06	$41.76	$42.93	$43.63	$44.40	$45.49
5%								
Captain EMT A	Annual		$89,270.84	$94,557.12	$97,355.74	$99,480.62	$101,372.28	$104,481.86
	Weekly		$1,716.75	$1,818.41	$1,872.23	$1,913.09	$1,949.47	$2,009.27
	Hourly		$40.87	$43.30	$44.58	$45.55	$46.42	$47.84
5%								
Captain EMT P	Annual		$104,948.30	$107,461.87	$108,783.45	$109,638.58	$110,726.93	$112,281.72
	Weekly		$2,018.24	$2,066.57	$2,091.99	$2,108.43	$2,129.36	$2,159.26
	Hourly		$48.05	$49.20	$49.81	$50.20	$50.70	$51.41

Contract Period July 1, 2028 - June 30, 2029

		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+ YRS
5%	STEP	0	1	2	3	4	5	6	7	8
Firefighter EMT B	Annual	$68,838.31	$71,222.09	$78,002.62	$85,021.54	$86,081.00	$86,451.81	$87,060.99	$87,643.70	$88,067.48
	Weekly	$1,323.81	$1,369.66	$1,500.05	$1,635.03	$1,655.40	$1,662.53	$1,674.25	$1,685.46	$1,693.61
	Hourly	$31.52	$32.61	$35.72	$38.93	$39.41	$39.58	$39.86	$40.13	$40.32
5%										
Firefighter EMT A	Annual	$71,990.20	$74,426.95	$81,657.76	$88,756.13	$90,080.45	$90,424.77	$90,928.02	$91,404.77	$92,119.91
	Weekly	$1,384.43	$1,431.29	$1,570.34	$1,706.85	$1,732.32	$1,738.94	$1,748.62	$1,757.78	$1,771.54
	Hourly	$32.96	$34.08	$37.39	$40.64	$41.25	$41.40	$41.63	$41.85	$42.18
5%										
Firefighter EMT P	Annual	$77,075.60	$79,883.16	$87,617.21	$95,457.20	$96,702.07	$97,205.31	$97,814.50	$98,556.12	$99,138.82
	Weekly	$1,482.22	$1,536.21	$1,684.95	$1,835.72	$1,859.66	$1,869.33	$1,881.05	$1,895.31	$1,906.52
	Hourly	$35.29	$36.58	$40.12	$43.71	$44.28	$44.51	$44.79	$45.13	$45.39
5%										
Lieutenant EMT P	Annual	$90,414.90	$92,564.40	$98,550.34	$104,617.91	$105,515.80	$105,896.72	$106,386.48	$106,876.24	$107,366.00
	Weekly	$1,738.75	$1,780.08	$1,895.20	$2,011.88	$2,029.15	$2,036.48	$2,045.89	$2,055.31	$2,064.73
	Hourly	$41.40	$42.38	$45.12	$47.90	$48.31	$48.49	$48.71	$48.94	$49.16
5%				STEP	0	1	2	3	4	5
Captain EMT B	Annual				$91,856.97	$95,775.04	$98,441.50	$100,046.82	$101,815.40	$104,318.61
	Weekly				$1,766.48	$1,841.83	$1,893.11	$1,923.98	$1,957.99	$2,006.13
	Hourly				$42.06	$43.85	$45.07	$45.81	$46.62	$47.76
5%										
Captain EMT A	Annual				$93,734.38	$99,284.98	$102,223.53	$104,454.65	$106,440.90	$109,705.95
	Weekly				$1,802.58	$1,909.33	$1,965.84	$2,008.74	$2,046.94	$2,109.73
	Hourly				$42.92	$45.46	$46.81	$47.83	$48.74	$50.23
5%										
Captain EMT P	Annual				$110,195.71	$112,834.97	$114,222.62	$115,120.51	$116,263.28	$117,895.81
	Weekly				$2,119.15	$2,169.90	$2,196.59	$2,213.86	$2,235.83	$2,267.23
	Hourly				$50.46	$51.66	$52.30	$52.71	$53.23	$53.98