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AGREEMENT

TOWN OF VEAZIE, MAINE

AND

**THE ORONO FIREFIGHTERS' ASSOCIATION
(Veazie Firefighters)
LOCAL 3106
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS
A.F.L. - C.I.O.**

July 1, 2024 to June 30, 2027

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS' ASSOCIATION

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ARTICLE 1 – DEFINITIONS

1
2
3 **Call In, Emergency:** A page for a fire, rescue or first responder unit occurring at a time
4 when an employee is not otherwise on duty.

5
6 **Call In, Non-Emergency:** A request by the Fire Chief that an employee work, in
7 situations other than those that qualify as an emergency call in, at a time when the
8 employee is not otherwise on duty, such as providing storm coverage.

9
10 **Day:** Unless explicitly stated otherwise, a calendar day.

11
12 **Employee, Full-time:** A person employed by the Town for at least thirty-seven and one-
13 half (37.5) hours per week on a continuing basis as a firefighter, fire company officer or
14 emergency medical technician and who is a public employee as defined by 26 M.R.S.A.
15 § 962(6). Specifically, this term does not include the Fire Chief, Assistant Fire Chief, part
16 time, on call or probationary employees or other personnel excluded from the coverage
17 of 26 M.R.S.A. § 962(6).

18
19 **Employee, On Call:** A person employed by the Town on a call or as needed basis as a
20 firefighter or emergency medical technician and who is a public employee as defined by
21 26 M.R.S.A. § 962(6).

22
23 **Employee, Part Time:** A person employed by the Town for less than thirty-seven and
24 one-half (37.5) hours per week on a continuing basis as a firefighter or emergency
25 medical technician and who is a public employee as defined by 26 M.R.S.A. § 962(6).

26
27 **Employee, Probationary:** A person employed by the Town for at least thirty-seven and
28 one-half (37.5) hours per week on a continuing basis as a firefighter or emergency
29 medical technician and who is a public employee as defined by 26 M.R.S.A. § 962(6) but
30 who has not been continuously so employed for at least six (6) months.

31
32 **Fire Chief:** The Chief of the Veazie Fire Department or, in his or her absences, the
33 Assistant Chief or other designee.

34
35 **Fire Company Officer:** An employee of the Town's Fire Department who is a command
36 officer of the rank of Lieutenant or Captain.

37
38 **Grievance:** Any dispute which may arise between the parties concerning the application,
39 meaning or interpretation of this agreement.

40
41 **Holiday:** As defined in the Town of Veazie Employee Handbook, Section V part B.

42
43 **Immediate Family:** A spouse, parent, child, sibling, grandparent of an employee and
44 others living in the household of the employee. For purposes of this definition, step and
45 in-law relations are included.

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1 **Probationary Period:** The first six (6) months of continuing employment by the Town for
2 an employee filling a full-time position but who is not yet considered a full-time employee.

3
4 **Storm Coverage:** Staffing the fire station with personnel sufficient to respond to an
5 emergency call during severe weather conditions, thus enabling immediate response
6 when travel conditions may hamper the arrival of off duty employees.

7
8 **Town:** The municipality of the Town of Veazie located in Penobscot County, State of
9 Maine.

10
11 **Union:** Orono Firefighters Association, International Association of Firefighters, Local
12 3106, AFL-CIO-CLC.

13
14 **Work Year:** As defined in the Town of Veazie Employee Handbook, Section 3.

15
16 **ARTICLE 2 – RECOGNITION AND NONDISCRIMINATION**

17
18 **Section 1:** The Town recognizes the Union as the sole and exclusive bargaining agent
19 for the full-time employees, as defined in Article 1, for the purpose of bargaining with
20 respect to wages, hours and working conditions.

21
22 **Section 2:** Employees covered by this agreement shall have the right to join the Union
23 or to refrain from doing so. No employee shall be favored by or discriminated against by
24 either the Town or the Union because of membership or non-membership in the Union.

25
26
27 **ARTICLE 3 – CHECKOFF**

28
29 **Section 1:** Upon receipt of a signed authorization from each employee who is a member
30 of the Union, the Town, on each payroll date, shall deduct from each employee's
31 paycheck the Union membership dues and benefit premiums. Authorization forms shall
32 be supplied by the Union and shall be satisfactory to the Town. The form signed by each
33 employee shall specify the amount to be deducted by the Town for that employee. An
34 employee may revoke his or her authorization for deductions provided for in this section
35 upon sixty (60) days advance notice to the Town and the Union. The Town or designee
36 shall remit biweekly in a single check to the Union, at such address as may be directed
37 in writing, the total amount withheld together with a list of employees for whom deductions
38 were made.

39
40 **Section 2:** Fair Share Fees: Those unit employees who choose not to join the Union shall
41 be subject to one [1] of the following options:
42
43
44

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1 a. The employee may sign a written payroll authorization deduction in the amount of
2 eighty percent [80%] of the present cost of the Union dues to defray the cost of contract
3 administration such as research, negotiations, travel, legal fees, and mediation. Fees will
4 also be used for grievance issues for the employee; or
5

6 b. Be subject to no payroll deduction, but if the services of the Union Representative
7 are solicited, the employee will be charged usual and customary fees. If the Union
8 Attorney's services are solicited, the employee will be charged usual and customary fees.
9 The Union's cost for the arbitration proceedings, if any, will be borne by the employee.
10

11 **Section 3:** The Union shall indemnify and save the Town harmless from any and all
12 claims arising out of any instance in which the Town, in reliance on any authorization
13 which shall have been furnished to it under the provisions of this article, has withheld
14 funds and forwarded same to the Union.
15

ARTICLE 4 – PROBATIONARY PERIOD

16
17
18 Each employee shall be considered to be a probationary employee during his or her first
19 six (6) months of continuous employment by the Town. During such probationary period,
20 the employment of such employee may be terminated with or without cause.
21

ARTICLE 5 – WORK SCHEDULE

22
23
24 **Section 1:** The Union acknowledges that with full-time employees and significant
25 reliance on part-time call firefighters, the Town has a need for a great flexibility in
26 scheduling its full-time employees.
27

28 **Section 2:** The Town acknowledges its full-time employees' need to work a regular,
29 predictable schedule.
30

31 **Section 3:** The regular work hours for full-time employees shall be not less than eighty
32 (84) hours per pay period.
33

34 **Section 4:** Beginning on July 1, 2024, the regular average work week for assigned shift
35 personnel shall be 42 hours per week. Shifts shall be scheduled in twenty-four(24) hour
36 blocks rotating with 1 shift worked (24 hours), followed by three (3) shifts (72 hours) off,
37 with the workday beginning at 0700 and ending at 0700 the following day. Unless
38 otherwise directed in this agreement, regular time shall be paid for all regular scheduled
39 shifts, with overtime being paid after the regularly scheduled hours in a work week.
40

41 **Section 5:** Subject to section 3, the Town reserves the rights to:
42

43 **Section 5.1:** Make temporary (not more than two (2) consecutive weeks) changes in the
44 work schedule by notification of the affected employee and a member of the Union E-
45 Board; at least 10 business days prior to said change.

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1 **Section 5.2:** Make immediate temporary changes in the work schedule, in emergency
2 situations with notification to the affected employee and a member of the Union E-Board
3 as soon as possible.
4

5 **Section 6:** With the approval of the Fire Chief or his/her designee, which approval shall
6 not unreasonably be withheld, employees may trade full or partial shifts with one another,
7 subject to the following:
8

9 **Section 6.1:** The regularly scheduled employee, (hereinafter referred to as the RSE,) shall be compensated as if he or she had worked the regularly scheduled shift. The
10 employee, (hereinafter referred to as the covering employee or CE,) who trades with the
11 regularly scheduled employee, and who actually works the shift, shall not be paid, except
12 for any hours actually worked beyond the regularly scheduled shift. The RSE shall not
13 be compensated for any hours worked by the CE beyond the regularly scheduled shift.
14
15

16 **Section 6.2:** Additional hours worked by an employee during a pay period as a result of
17 traded work time shall not be counted toward overtime or for any other purpose.
18

19 **Section 6.3:** The RSE shall not respond to an emergency call in during such time as the
20 CE is covering his or her regularly scheduled shift.
21

22 **Section 6.4:** The RSE shall not, for any purposes, be deemed to be on vacation.
23

24 **Section 6.5:** Each increment of traded time must be paid back by the RSE to the CE
25 within 365 days of the date the time was actually traded.
26

27 **Section 6.6:** It is the intent of the parties that the trading of a full or partial shift shall have
28 no financial impact on the Town. During any such time that an employee is considered a
29 CE, he or she shall not be eligible for vacation leave or for sick leave other than for his or
30 her personal illness.
31

32 **Section 6.7:** The Town shall not be required to keep records of any time traded between
33 employees and shall have no liability for the repayment of time traded between
34 employees.
35

36 **Section 7:** The parties agree that the provisions of 26 M.R.S.A. § 601 do not apply since
37 the Fire Department has fewer than three (3) employees on duty at any one time and the
38 nature of the work done by the employees allows them frequent breaks during their
39 workday. While it is expected that on duty employees will have a sufficient opportunity
40 for a meal break, it is also expected that on duty employees will be reasonably available
41 throughout regularly scheduled shifts to conduct Department business, including but not
42 limited to dealing with members of the public during the so-called noon hour.
43
44
45

ARTICLE 6 – COVERAGE AND CALL INS

Section 1: The opportunity to cover vacant shifts, caused by leaves, vacations or injuries, or to cover additional duties, such as storm coverage, will be distributed equitably among qualified full-time and on call employees. To accomplish this purpose, solicitation for coverage personnel will be continuously rotated, in order of descending seniority, among qualified employees. For the purposes of this section, a qualified employee shall be deemed to be an employee who has both firefighting and EMT certification. The levels of firefighting and EMT certification shall not be considered. If no qualified employee is available, then an employee without EMT certification may be used to cover a vacant shift. By way of example:

- If, in order to obtain coverage for a vacant FF-EMT shift it is necessary to contact all full-time and call employees qualified as FF-EMT's up to and including those whose seniority is three (3) years, solicitation for the next vacant FF-EMT shift will begin with those qualified employees whose is the next closest to three (3) years. Only if no employee with FF-EMT certification is available shall an employee with only FF certification be used to cover a vacant shift.

Section 2: Compensation for emergency call in responses shall be in accordance with the following:

Section 2.1: An employee who responds to an emergency call in shall be paid for a minimum of two (2) hours, regardless of the actual number of hours worked, at his or her straight time rate of pay, subject, however, to the following:

Section 2.1.1: Should the actual number of hours worked exceed two (2), the employee will be paid for the actual time worked.

Section 2.1.2: In the event that the need for overtime should occur in the department, overtime pay shall be at the rate of one and one-half the employee's regular rate of pay for all hours worked that are not included in their scheduled work week as defined in this agreement.

Section 2.1.3: An employee shall be paid only for actual time worked at the applicable overtime rate if a call in occurs two (2) hours or less prior to the start of the employee's scheduled shift. In such a case, however, the employee may elect to work continuously from the time of the call in to and through his or her regular shift.

Section 2.1.4: Two-hour (2) hour minimum call-in pay shall not be applicable to any employee who responds to a call that begins prior to the end of the employee's scheduled shift.

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1 **Section 2.1.5:** Employees are not expected to be available for duty or to respond to calls
2 when on vacation. For purposes of this section, an employee shall be deemed to be on
3 vacation from the end of his or her last shift worked prior to using any amount of accrued
4 vacation time until the beginning of his or her next scheduled shift after using any amount
5 of vacation time.
6

7 **Section 2.1.5.1:** An employee shall not, without the approval of the Fire Chief, respond
8 to an emergency call in during his or her vacation when another full-time employee is on
9 duty.
10

11 **Section 2.1.5.2:** An employee who, without being requested to do so, responds to an
12 emergency call in during his or her vacation when another full-time employee is not on
13 duty, shall be compensated at his or her straight time rate for actual time worked and, if
14 applicable, the balance of the minimum two (2) hour call in.
15

16 **Section 2.1.5.3:** An employee who, at the request of the Fire Chief, responds to an
17 emergency call in during his or her vacation shall be compensated at the rate of one and
18 one-half (1½) his or her usual hourly rate of pay for actual time worked and, if applicable,
19 the balance of the minimum two (2) hour call in.
20

21 **Section 2.1.6:** An employee shall not, without authorization of the Fire Chief, respond to
22 an emergency call in when he or she is using sick leave for his or her actual illness but
23 may respond to an emergency call in when he or she is using sick leave to attend to a
24 spouse or minor child. An employee who responds to an emergency call in occurring
25 during his or her regularly scheduled shift when he or she is using sick leave shall be paid
26 only for actual time worked, which time shall not be counted toward sick leave used.
27

28 **Section 2.2:** An employee shall not, without authorization of the Fire Chief, respond to
29 an emergency call in for emergency medical services at a time when another full-time
30 employee is on duty.
31

32 **Section 2.3:** The Fire Chief shall have the right to direct an employee not to respond to
33 an emergency call in if responding would put the employee into an overtime situation.
34

35 **Section 3:** Compensation for emergency call in responses shall be in accordance with
36 the following:
37

38 **Section 3.1:** An employee will be paid for actual time worked for any non-emergency
39 call in, subject to applicable overtime requirements.
40

41 **Section 3.2:** The Fire Chief shall have the right not to contact an employee for a non-
42 emergency call in if responding would put the employee in an overtime situation.
43
44
45

ARTICLE 7 – HOLIDAYS

Section 1: During the pay period in which a holiday falls, each employee shall receive holiday pay equal to his or her regular hourly rate of pay multiplied by 10.5 hours, irrespective of whether the employee actually works on the holiday. Paid holidays shall be as follows:

- New Year's Day (January)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Patriots Day (third Monday in April)
- Memorial Day (last Monday in May)
- Juneteenth (June 19th)
- Independence Day (July 4th)
- Labor Day (first Monday in September)
- Indigenous Peoples' Day (second Monday in October)
- Veterans' Day (November 11th)
- Thanksgiving (fourth Thursday in November),
- Day after Thanksgiving)
- Christmas (December 25)

Section 2: Each employee who works on a holiday shall be paid for the hours actually worked at one and one-half (1.5) of the employees' regular hourly rate of pay.

Section 3: In the event a holiday falls within an employee's vacation period, the employee shall have the option of receiving both vacation pay and holiday pay and having the day count toward his or her vacation allowance or receiving only holiday pay and not having the day count toward his or her vacation allowance. The employee shall make his or her election in writing prior to the start of the vacation period. In the absence of a written election, the latter option shall apply.

ARTICLE 8 – VACATIONS

Section 1: Employees shall accrue paid vacation in accordance with the following schedule:

Continuous Years of Service	Hours Accrued Per Biweekly Pay Period	Days Per Year
1 through end of 4	3.1	10
5 through end of 9	4.7	15
10 through end of 14	6.2	20
After 15 years	7.7	25

COLLECTIVE BARGAINING AGREEMENT BETWEEN
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1
2 **Section 2:** Scheduling of vacations shall be in accordance with the following:
3

4 **Section 2.1:** Vacation time may not be used until it has been accrued.
5

6 **Section 2.2:** Employees shall request vacation time from the Fire Chief or his/her
7 designee in writing at least two (2) weeks in advance.
8

9 **Section 2.3:** A timely request for vacation shall be granted unless, in the sole discretion
10 of the Fire Chief, the granting of such request will leave the Fire Department unreasonably
11 understaffed, or no call employees are available to fill in.
12

13 **Section 2.4:** Any dispute between employees desiring the same vacation period which
14 cannot be otherwise resolved shall be resolved by granting the disputed vacation time to
15 the employee with the most seniority.
16

17 **Section 3:** Vacation carryover shall be limited as follows:
18

19 **Section 3.1:** No vacation time in excess of one year's accrual may be carried forward
20 from one work year to the following work year without the written approval of the Town
21 Manager.
22

23 **Section 3.2:** Accrued vacation time neither used nor subject to being carried forward
24 shall be forfeited without compensation.
25

26 **Section 4:** No employee shall be allowed to work in lieu of paid vacation and thereby be
27 paid twice his or her usual wage during that period. Unless approved by the Town
28 Manager.
29

30 **Section 5:** Upon any separation from employment, an employee shall be paid for all
31 accrued vacation time.
32

33 **Section 6:** At the discretion of the Fire Chief, his/her designee, or the Town Manager,
34 employees may use vacation time, on an hour for hour basis, for personal emergencies
35 concerning the employee's residence or immediate family. Any emergency leave shall be
36 limited to situations of a serious nature that could not be predicted or planned for in
37 advance and require immediate action, such as household emergencies (disruption of
38 services involving heat, electricity, sewer or water or damage caused by criminal activity,
39 fire, flooding, extreme weather conditions or other events of a similar nature), illness,
40 accident or injury of immediate family, or other unforeseen circumstances that require
41 immediate action.
42
43
44
45

ARTICLE 9 – LEAVES

Section 1: Sick Leave. Employees shall accrue paid sick leave at the rate of four (4) hours per pay period up to a maximum of seven hundred twenty (720) hours, subject to the following:

Section 1.1: Sick leave may be used when personal illness or physical incapacity renders an employee unable to perform the duties of his or her position or when an employee has a medical or dental appointment that cannot reasonably be scheduled outside of the employee's normal working hours.

Section 1.2: Sick leave may also be used when an employee's spouse or minor child or immediate family member is ill or incapacitated and reasonably requires the employee's attendance. In addition, sick time in such amount to enable an employee to be away from work for up to seven (7) consecutive calendar days may be used by an employee to supplement any paternity leave to which the employee may be entitled pursuant to the Federal Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq. or the State Family Medical Leave Requirements, 26 M.R.S.A. § 843 et seq.

Section 1.3: The Town may require an employee using sick leave to provide a certificate from a physician justifying the employee's use of sick leave for himself or herself or his or her spouse or minor child.

Section 1.4: Absences for a fraction or part of a day that are chargeable to sick leave shall be charged in an amount of not less than one-quarter (1/4) hour.

Section 1.5: Sick leave shall not be used as time worked for the basis of calculating overtime.

Section 2: Family Medical Leave. Nothing in this contract shall be construed to increase or reduce any leave, or the terms and conditions thereof, to which an employee may be otherwise entitled pursuant to the Federal Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq. or the State Family Medical Leave Requirements, 26 M.R.S.A. § 843 et seq.

Section 3: Bereavement Leave. Bereavement leave shall be granted as follows:

Section 3.1: An employee may use up to three (3) days of paid leave upon the death of an immediate family member for the purpose of making necessary arrangements and/or attendance the funeral.

Section 3.2: At the sole discretion of the Town Manager an employee may be granted one (1) or more days of unpaid leave for attendance at funerals of persons not included in the definition of immediate family.

COLLECTIVE BARGAINING AGREEMENT BETWEEN
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1
2 **Section 4:** Military Service Leave. An employee who is a member of the National Guard
3 or Reserve and who is required to perform field duty, shall be granted military service
4 leave, not counted against vacation time, but not exceeding ten (10) working days in any
5 work year. During such leave, upon documentation of the employee's military service
6 pay, the Town will pay the employee any difference between that pay and the employee's
7 regular compensation.

8
9 **Section 5:** Jury Duty. An employee called for jury duty shall be granted leave for such
10 time actually spent in jury selection or jury service. During such leave, upon
11 documentation of the employee's jury pay, the Town will pay the employee the difference
12 between that pay and the employee's regular compensation. An employee excused from
13 jury duty on a day he or she is otherwise scheduled to work, shall report to work for the
14 balance of his or her shift.

15
16 **Section 6:** Leave of Absence. An employee, at the sole discretion of the Town Manager,
17 may be granted, in writing, an unpaid leave of absence for a period deemed necessary
18 by the employee for the purpose of the leave, but not exceeding six (6) months, subject
19 to the following:

20
21 **Section 6.1:** The written authorization for a leave of absence shall specify the date on
22 which the employee will return to work. An employee who does not return to work on the
23 date specified shall, in the absence of having been granted further leave, be deemed to
24 have resigned and forfeited all rights to further employment.

25
26 **Section 6.2:** During such leave, an employee shall not accrue vacation or sick leave and
27 shall not receive any form of benefits from the Town.

28
29 **Section 6.3:** Notwithstanding section 6.2, an employee, at his or her sole expense, may
30 continue coverage under any group health insurance plan by which he or she was
31 covered immediately prior to such leave. Health insurance coverage shall be maintained
32 only if the employee pays all applicable premiums in accordance with a written schedule
33 provided by the Town Manager at the time the leave is granted.

COLLECTIVE BARGAINING AGREEMENT BETWEEN
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ARTICLE 10 – WAGES

Section 1: Wages, to be paid biweekly during the term of this agreement, shall be in accordance with the following:

	YR 24-25	YR 25-26	_____ YR 26-27
Capt. FFII/AEMT with Degree	\$28.93	\$31.25	\$33.75
Capt. FFII/AEMT	\$28.34	\$30.61	\$33.05
Lieut. FFII/AEMT with Degree	\$24.14	\$26.07	\$28.15
Lieut. FFII/AEMT	\$23.54	\$25.43	\$27.46
FFII/AEMT or Lieut. FFII/EMT with Degree	\$22.94	\$24.77	\$26.76
FFII/AEMT or Lieut. FFII/EMT	\$22.35	\$24.13	\$26.06
FFII/EMT or FFI/AEMT With Degree	\$21.49	\$23.21	\$25.07
FFII/EMT or FFI/AEMT	\$20.90	\$22.57	\$24.38
FFI/EMT with Degree	\$20.08	\$21.68	\$23.42
FFI/EMT	\$19.48	\$21.04	\$22.73
Probationary FFI/EMT	\$18.09	\$19.54	\$21.10

Section 2 : In addition to the wages set forth in Section 1, an employee who is both a firefighter and a paramedic shall be paid the rate of pay corresponding with his or her position on the salary schedule plus one dollar (\$1.00) per hour.

ARTICLE 11 – INSURANCE

Section 1: Health Insurance. The Town will make health insurance available to employees in accordance with the following:

Section 1.1: The health insurance plan available to employees shall be the same plan available to all other full-time Town employees.

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS' ASSOCIATION

1 **Section 1.2:** The cost of premiums for health insurance shall be shared by the Town and
2 employees as follows:
3

COVERAGE	TOWN PORTION	EMPLOYEE PORTION
Employee only	100%	0%
Employee and family	50%	50%
Employee and children	100% of employee coverage	remaining cost
Employee and spouse	50%	50%

4
5 **Section 2:** Dental Insurance. The Town will make dental insurance available to
6 employees in accordance with the following:
7

8 **Section 2.1:** The dental insurance plan available to employees shall be the same plan
9 available to all other full-time Town employees.
10

11 **Section 2.2:** The cost of premiums for dental insurance shall be shared by the Town and
12 employees as follows:
13

COVERAGE	TOWN PORTION	EMPLOYEE PORTION
Employee only	100%	0%
Employee and family	100% of employee coverage	remaining cost
Employee and children	100% of employee coverage	remaining cost
Employee and spouse	100% of employee coverage	remaining cost

14
15 **Section 3:** Medical Reimbursement: Subject to applicable enrollment provisions, each
16 payroll an employee may contribute to a medical reimbursement account pursuant to
17 section 125 of the Internal Revenue Code.
18

19 **Section 4:** Dependent Day Care Reimbursement: Subject to applicable enrollment
20 provisions, each payroll an employee may contribute to a dependent day care
21 reimbursement account pursuant to section 125 of the Internal Revenue Code.
22

23 **Section 5:** Life Insurance. The Town will make life insurance available to employees in
24 accordance with the following:
25

26 **Section 5.1:** The life insurance plan available to employees shall be the same plan
27 available to all other full-time Town employees.
28

29 **Section 5.2:** The cost of premiums for life insurance shall be shared by the Town and
30 employees as follows:
31

COVERAGE	TOWN PORTION	EMPLOYEE PORTION
Basic (1 x annual salary)	100%	0%
Supplemental (1 x annual salary)	0%	100%

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS' ASSOCIATION

1 **Section 6:** Income Protection. Employees, at their expense, may purchase income
2 protection insurance through the same plan and on the same terms and conditions as
3 available to all other full-time Town employees.
4

5 **Section 7:** Long Term Disability Insurance. Employees, at their expense, may purchase
6 long-term disability insurance through the same plan and on the same terms and
7 conditions as available to all other full-time Town employees.
8

9 **Section 8:** Workers' Compensation: If an employee is eligible to receive workers'
10 compensation and that employee has accrued sick leave, he or she may use accumulated
11 sick leave hours to in order to make up the difference between his or her workers'
12 compensation pay and one hundred percent (100%) of his or her average weekly wage.
13

ARTICLE 12 – RETIREMENT

14
15
16 **Section 1 :** Maine State Retirement.
17

18 **Section 1.1:** At any time, employees are eligible to enroll, employees may elect to
19 participate in the Maine State Retirement System Special Plan 3C. This is the only plan
20 in which the Town will contribute to Public Safety employee's retirement. The Town's
21 contributions are based upon the Maine State Retirement System Special Plan 3C. (plan
22 information available upon request)
23

24 **Section 2:** ICMA Retirement.
25

26 **Section 2.1:** At any time during their employment employees may enroll in the Town's
27 457 deferred compensation plan through ICMA Retirement Corporation.
28

29 **Section 2.2:** Employees may defer the maximum compensation allowed by law.
30

31 **Section 2.3:** The Town makes no contribution to this plan for Public Safety employees.
32

ARTICLE 13 – UNIFORMS AND EQUIPMENT

33
34
35
36 **Section 1:** Employees shall be required to wear appropriate Town issued uniforms while
37 on duty, unless otherwise excused by the Fire Chief.
38

39 **Section 2:** The Town shall furnish to each employee uniforms as follows:
40
41
42
43
44
45

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS' ASSOCIATION

1 **Section 2.1:** During the first year of employment each employee shall be issued:

- 2 ● three (3) pair of trousers
- 3 ● three (3) uniform shirts (Each employee may choose long sleeve or short sleeve
- 4 or a combination of both, not to exceed three (3) total. All required patches will be
- 5 provided and sewn on at Town expense.)
- 6 ● two (2) department work shirts
- 7 ● three (3) department tee shirts
- 8 ● two (2) T Shirts
- 9 ● one (1) pair of station boots
- 10 ● one (1) winter coat (May not be provided until the onset of cold weather. All
- 11 required patches will be provided and sewn on at Town expense.)

12
13 **Section 2.2:** At the beginning of each fiscal year thereafter each employee will be
14 provided with a voucher in the amount of four hundred fifty dollars (\$450.00) which may
15 be used to purchase any clothing approved by the Fire Chief, not including station boots
16 or winter coats. The voucher may also be used to pay for the sewing on of any required
17 patches. An employee may not receive cash in lieu of the voucher. Each employee is
18 expected to spend his or her voucher so as to ensure that he or she will maintain a
19 professional appearance throughout the year.

20
21 **Section 2.3:** Station boots and winter coats will be replaced as necessitated by wear,
22 but not more frequently than every three (3) years unless damaged in the line of duty.

23
24 **Section 3:** The Town shall provide each employee with equipment and protective
25 clothing determined necessary by the Fire Chief.

26
27 **Section 4:** Each employee shall be responsible for replacing any issued equipment or
28 clothing, including protective clothing, damaged or lost other than in the line of duty and
29 for returning same to the Town upon the termination of employment. Equipment or
30 clothing, including protective clothing, damaged in the line of duty shall be replaced by
31 the Town.

32
33 **ARTICLE 14 – CONTINUING EDUCATION**

34
35 **Section 1:** Subject to the following, the Town shall reimburse to or pay in advance for
36 each employee one hundred percent (100%) of the expenses of any continuing education
37 that is (a) mandated by the Town; or (b) required to enable the employee to maintain
38 such licensure or certification as may be required by the Town for continued employment.

39
40 **Section 1.1:** Expenses of continuing education shall include:

41
42 **Section 1.1.1:** Tuition or fees, which shall be paid in advance.

43
44 **Section 1.1.2:** Required books and materials shall be paid for in advance.

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS' ASSOCIATION

1 **Section 1.1.3: Travel.**
2

3 **Section 1.1.3.1:** Travel by use of private automobile shall be reimbursed at the current
4 I.R.S. rate, provided that when two or more full or part time employees of the Town are
5 participating in the same program, carpooling shall be required and only the employee
6 whose automobile is used shall be reimbursed traveling expenses.
7

8 **Section 1.1.3.2:** Travel by air shall be paid in advance, shall be by coach class and shall
9 be arranged sufficiently in advance to obtain the lowest possible fare. In order to be
10 subject to payment, approval of the fare shall be obtained in advance from the Town
11 Manager.
12

13 **Section 1.1.4:** A meal allowance of actual expenses, which shall be reimbursed, up to
14 the maximum provided set by the United States General Services Administration.
15

16 **Section 1.1.5:** A lodging allowance, which shall be paid in advance, of actual expenses,
17 up to the maximum set by the United States General Services Administration, subject to
18 the following:
19

20 **Section 1.1.5.1:** In the event two (2) or more full or part time employees of the Town of
21 the same gender are participating in the same program, double occupancy shall be
22 required.
23

24 **Section 1.1.5.2:** For multi-day programs one hundred (100) miles or less from the Town
25 of Veazie, the Town Manager, at his or her sole discretion, may require participating
26 employees to commute. In such cases, participating employees' daily meal allowances
27 shall be limited to the maximum set by the United States General Services Administration
28 for a first day.
29

30 **Section 1.1.5.3:** An employee may share lodging with a non-employee, such as a spouse
31 or a child, only if no additional cost will be incurred by the Town. When an employee who
32 would otherwise be required to share a room with another employee opts to share lodging
33 with a non-employee, that employee shall not be entitled to lodging payment.
34

35 **Section 1.2:** Reimbursement shall be made only upon the presentation of documentation
36 for all expenses for which reimbursement is sought.
37

38 **Section 1.3:** Reimbursement shall be made only upon presentation of documentation of
39 satisfactory completion of the program, such as a certificate of completion and, if
40 applicable, a passing grade or score. Those expenses paid by the Town in advance shall
41 be repaid to the Town by any employee who does not provide such documentation within
42 seven (7) days of returning to work after the date of the program. Repayment shall be
43 through payroll deduction over not less than six (6) pay periods.
44

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS' ASSOCIATION

1 **Section 2:** For continuing education other than that described in section 1,
2 reimbursement or payment, in whole or in part, of some or all of the expenses described
3 in section 1.1 shall be at the sole discretion of the Town Manager, in consultation with the
4 Fire Chief, and subject to budgetary limitations.

5
6 **Section 3:** Reimbursement or payment for continuing education shall not be made
7 unless the program for which reimbursement will be sought is approved in writing by the
8 Town at least two (2) weeks in advance of the employee's attendance.

9
10 **Section 4:** For continuing education described in section 1, when alternative programs
11 will satisfy an employee's licensure or certification needs, the Town may require that an
12 employee attend (a) a program that the Town determines best meets its needs; (b) the
13 program with the least overall costs; (c) the geographically closest program; (d) the
14 program that best accommodates the Town's scheduling needs; or (e) a program that
15 occurs in a different fiscal year.

16
17 **Section 5:** Compensation for time spent traveling to and from and participating in
18 continuing education shall be in accordance with the following:

19
20 **Section 5.1:** Compensation for travel by automobile to and from continuing education
21 described in section 1(a) shall be paid at an employee's regular hourly rate, straight time,
22 or overtime, as applicable.

23
24 **Section 5.2:** Compensation for travel by air to and from continuing education described
25 in section 1(a) shall be paid at an employee's regular hourly rate, straight time or
26 overtime, as applicable, for the scheduled duration of any flights and layovers.

27
28 **Section 5.3:** No compensation shall be paid for travel to or from any other continuing
29 education.

30
31 **Section 5.4:** Compensation for participating in continuing education described in section
32 1 shall be paid at an employee's regular hourly rate, straight time, or overtime, as
33 applicable, for time actually spent in participating in a program, exclusive of meal breaks
34 or other breaks.

35
36 **Section 5.5:** Compensation shall not be paid for participating in continuing education
37 other than that described in section 1.

38
39 **Section 5.6:** No compensation will be paid for travel to or from or for participating in any
40 continuing education which an employee fails to satisfactorily complete as evidenced by
41 documentation described in section 1.3.

1 **ARTICLE 15**

2 **GRIEVANCE/ARBITRATION PROCEDURE[S]**

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

7
8 **Section 2:** Nothing in this Article shall be deemed to deny an aggrieved unit employee
9 the right to present their own grievance as set forth in Title 26, M.R.S.A. In such event,
10 the aggrieved employee shall forward a copy of the grievance being filed with any and all
11 supporting information and material to the President of IAFF Local 3106. In addition, the
12 Union shall have the right to be present at any meeting between the Town and the
13 aggrieved employee filing a grievance under this section. No resolution of a grievance
14 under this provision shall be inconsistent with the provisions of this Agreement. The Union
15 will be provided with a copy of any decision rendered by the Town under this section.

16 **Section 3:** Except in the case of disciplinary actions, individual identical grievances may
17 be consolidated at Step 2 and processed by the Union as one grievance throughout the
18 remainder of the procedure by mutual consent of the parties. Any decision rendered in
19 connection with a consolidated grievance shall be binding on the other grievance[s].
20

21 **Section 4:** A grievance will be considered timely if it is submitted within thirty [30] calendar
22 days from the date of the incident out of which the grievance arose or within thirty [30]
23 calendar days of the date the grievant became aware of the incident.

24
25 The grievance must be presented in writing and contain a precise description of the
26 grievance [who, what, where, when, how] with enough information contained therein to
27 identify the specific nature of the grievance, the specific provision of the agreement, law,
28 ordinance or policy in which the Town has discretion which is alleged to have been
29 violated, a statement of the remedial action or relief sought, i.e., the personal corrective
30 action desired, evidence [documentary, if available] to support the grievance, the name
31 of the designated representative, and any additional pertinent information to support the
32 grievance.

33
34 **Section 5:** Grievance Procedure:

35
36 **Step 1:** An employee[s]/Union who claims to have a grievance shall present it to the Fire
37 Chief in writing as outlined in Section 4 above. The Fire Chief shall meet with the parties
38 to resolve the grievance within five [5] business days after receipt of the written grievance.
39 If resolution of the grievance is not within the authority of the Fire Chief, he/she shall
40 inform the grievant and his/her representative at this meeting and refer them to Step 2 of
41 the grievance procedure.
42
43

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS' ASSOCIATION

1 If the resolution of the grievance is within the Fire Chief's authority to resolve, he shall
2 render a decision in writing within five [5] business days from the date of the meeting with
3 the aggrieved employee/Union. A copy of the decision will be provided to both the
4 employee[s] and the employee[s]'s representative.
5

6 **Step 2:** If the Fire Chief's decision is unsatisfactory, the employee/Union may, within ten
7 [10] business days after receipt of the Step 1 decision, forward it to the Town Manager
8 for action. The Town Manager shall convene a meeting with the parties within ten [10]
9 business days after receipt of the grievance. The Town Manager shall render a decision
10 in writing, within ten [10] business days from the date of the meeting with the aggrieved
11 employee/Union. A copy of the decision will be provided to both the employee[s] and the
12 employee's representative.
13

14 **Step 3:** If the Town Manager's decision is unsatisfactory, the employee/Union may, within
15 ten [10] business days after receipt of the Step 2 decision, forward it to the Town Council
16 via the Town Manager or the Town Clerk for action. The Town Council shall convene a
17 hearing in Executive Session with the parties within ten [10] business days after receipt
18 of the grievance. The Town Council shall render a decision in writing, within ten [10]
19 business days from the date of the meeting with the aggrieved employee/Union. A copy
20 of the decision will be provided to both the employee[s] and the employee's
21 representative.
22

23 **Step 4:** If the Town Council decision is unsatisfactory or the Parties are unable to resolve
24 the grievance as a result of the Step 3 hearing, the Union may, within ten [10] business
25 days of the Step 3 response, file a request with the Maine Board of Arbitration and
26 Conciliation for arbitration of the grievance; or if the services of the Maine Board of
27 Arbitration and Conciliation become unavailable, the parties can seek an arbitrator from
28 either American Arbitration Association, the Federal Mediation and Conciliation Service
29 or single arbitrator, whichever is available and mutually agreeable to the parties.
30 Thereafter, in so much as possible, the arbitrator shall hold a hearing within thirty [30]
31 calendar days, but no later than ninety [90] calendar days for the date from the date of
32 the request.
33

34 **Step 5: Arbitration Procedure:** The arbitrator shall confine himself/herself to the issue[s]
35 raised during the grievance as submitted during Step 4 and any evidence related thereto.
36 The arbitrator shall have no authority to add to, subtract from or modify any of the
37 provisions of this Agreement. The arbitrator shall issue his/her written decision as soon
38 as possible, but no later than thirty [30] calendar from the date of the hearing or after the
39 filing of any post hearing briefs filed by the parties unless mutually agreed otherwise by
40 the parties. The arbitrator's decision shall be final and binding on the parties.
41
42
43
44
45

1 **Section 6: Miscellaneous:**
2

- 3 a. In the event either party should declare a grievance non-grievable or non-
4 arbitrable, the original grievance shall be considered amended to include this issue
5 as a threshold question before the arbitrator.
6
- 7 b. Failure by the grievant or the Union to adhere to the time limits within this grievance
8 procedure shall terminate the grievance as null and void.
9
- 10 c. Failure of the Town or its representative to render a decision within the specified
11 time shall be construed as denial of the grievance.
12
- 13 d. Time limits outlined in this article may be extended by written mutual consent of
14 the parties.
15
- 16 e. Grievances concerning letters of caution or requirements, letters of reprimand,
17 suspensions and terminations will be processed under this procedure beginning at
18 the step above the level of management that affected the disciplinary action.
19
- 20 f. Expenses for the arbitrator's services and the proceedings shall be borne equally
21 by the Town and the Union. Each party shall be responsible for compensating its
22 own outside representatives and expert witnesses. If either party desires a
23 verbatim record of the proceedings, it may cause a record to be made, providing it
24 pays for the record and makes copies available without charge to the other party
25 and to the arbitrator.
26

27 **ARTICLE 16 – PERSONNEL RULES**
28

29 To the extent they are not expressly superseded by the provisions of this agreement, the
30 personnel rules of the Town as set forth in The Town of Veazie Employee Handbook,
31 Personnel, shall apply to all employees covered by this agreement.
32

33 **ARTICLE 17 – MANAGEMENT FUNCTIONS**
34

35 **Section 1:** Except as explicitly limited by a specific provision of this agreement, the Town
36 shall continue to have the exclusive right to take any action it deems appropriate in the
37 operation of its Fire Department and the direction of the work force in accordance with its
38 judgment. Such rights include, but are not limited to, the operation of the firefighting force,
39 direction of the working forces, the rights to hire, change assignments, establish work
40 schedules, promote, and expand or reduce the work force, the rights to maintain discipline
41 and to suspend or discharge for just cause, and the rights to introduce new or improved
42 methods or facilities.
43
44

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS' ASSOCIATION

1 **Section 2:** The Town's not exercising any function hereby reserved to it, or it exercising
2 such function in a particular way, shall not be deemed a waiver or its right to exercise
3 such function or to preclude the Town from exercising the same in some other way not in
4 conflict with the express provisions of this agreement.

5
6 **ARTICLE 18 – NO STRIKE; NO LOCKOUT**
7

8 **Section 1:** For the duration of this agreement, the Union, its officers, representatives, and
9 members shall not authorize, instigate, cause, aid, encourage, ratify, or condone nor shall
10 any employee take part in any strike, slow down or stoppage of work, boycott, picketing
11 or other interruption of work. Failure on the part of any employee to comply with this
12 provision shall be cause for discipline, up to and including discharge.

13
14 **Section 2:** In consideration of section 1 of this article, the Town shall not lock out
15 employees for the duration of this agreement.

16
17 **Section 3:** Neither the violation of this agreement nor the commission of any act
18 constituting an unfair labor practice or otherwise made unlawful by any Federal, State or
19 Local law shall excuse employees, the Union, or the Town from their obligations under
20 this article.

21
22 **Section 4:** Any alleged violation of this article shall not be subject to the grievance and
23 arbitration procedure set forth herein but shall be immediately appealed to the Superior
24 Court for Penobscot County in the State of Maine for the purpose of securing injunctive
25 relief. The parties may also address claims for any alleged violation of this article to the
26 Maine Labor Relations Board for appropriate action. In any event, attorney's fees and
27 court costs shall be awarded to the prevailing party.

28
29 **ARTICLE 19 – SCOPE, SEPARABILITY AND SAVINGS CLAUSE**
30

31 **Section 1:** This agreement represents the entire agreement between the Union and the
32 Town and is not subject to any oral agreements or understandings between the parties
33 and may only be amended by an agreement in writing signed by both parties.

34
35 **Section 2:** If any provision of this agreement shall be contrary to any law of the United
36 States or the State of Maine, that provision shall be deemed invalid and such invalidity
37 shall not affect the validity of the remaining provisions. Either party may initiate
38 negotiations for a replacement provision within thirty (30) days of a final and binding
39 judicial determination of the invalidity of a provision hereof.

40
41 **Section 3:** If any provision of this agreement shall be contrary to any ordinance, rule,
42 regulation, or policy of the Town of Veazie, the language of the agreement shall control.
43
44

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE TOWN OF VEAZIE AND THE ORONO FIREFIGHTERS' ASSOCIATION

1 **Section 4:** If there is any change in the laws of the United States or the State of Maine
2 that affects the terms and conditions of this agreement, either party to this agreement
3 may request, by thirty (30) days written notice, discussions concerning modifications or
4 amendments to this agreement related to the change in said laws. However, if the change
5 in said laws does not invalidate any provision of this agreement, the parties shall not be
6 required to modify the agreement.

7
8 **ARTICLE 20 – DURATION**
9

10 **Section 1:** This contract shall be effective from July 1, 2024 through June 30, 2027
11

12 **Section 2:** The execution of this contract shall serve as the required one hundred twenty
13 (120) day notice to negotiate a successor agreement. In order to effectuate the
14 negotiation of a successor agreement in a timely fashion, the parties shall meet to agree
15 upon ground rules and exchange initial proposals on a date/time and location that is
16 mutually agreed to by the parties.

17
18 **Section 3:** In the event that collective bargaining pursuant to M.R.S.A. Title 26 shall not
19 have been successfully completed prior to the expiration date of this contract, the parties
20 hereto specifically agree that the present contract shall remain in full force and effect until
21 a successor agreement has been negotiated and ratified.

22
23 **Section 4:** In recognition of their ratification of this contract, the parties have caused their
24 names to be subscribed by their duly authorized representatives as of the dates written
25 below.

26
27 Date: 4/26/2024

Date: 4/26/2024

28
29 **ORONO FIREFIGHTERS' ASSOCIATION**
30 **INTERNATIONAL ASSOCIATION OF**
31 **FIREFIGHTERS, LOCAL 3106,**
32 **AFL-CIO-CLC**

TOWN OF VEAZIE

33
34 
35
36 **Nicholas Sirois, Union Representative**


37
38 **Mark Leonard, Town Manager**

39
40 
41 **Andrew Brogden, Vice President, IAFF 3106**


42 **Peter A. Metcalf, Fire Chief**

43
44 
45 **Ronald Green Jr., Chief Negotiator**