

**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, 2021 to June 30, 2024**

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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,  
16 part time, on call or probationary employees or other personnel excluded from the  
17 coverage 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)  
30 but 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  
39 application, 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  
3 employee.  
4

5 *Storm Coverage:* Staffing the fire station with personnel sufficient to respond to an  
6 emergency call during severe weather conditions, thus enabling immediate response  
7 when travel conditions may hamper the arrival of off duty employees.  
8

9 *Town:* The municipality of the Town of Veazie located in Penobscot County, State of  
10 Maine.  
11

12 *Union:* Orono Firefighters Association, International Association of Firefighters, Local  
13 3106, AFL-CIO-CLC.  
14

15 *Work Year:* As defined in the Town of Veazie Employee Handbook, Section 3.  
16

**ARTICLE 2 – RECOGNITION AND NONDISCRIMINATION**

17  
18  
19 Section 1: The Town recognizes the Union as the sole and exclusive bargaining agent  
20 for the full time employees, as defined in Article 1, for the purpose of bargaining with  
21 respect to wages, hours and working conditions.  
22

23 Section 2: Employees covered by this agreement shall have the right to join the Union  
24 or to refrain from doing so. No employee shall be favored by or discriminated against  
25 by either the Town or the Union because of membership or non-membership in the  
26 Union.  
27

**ARTICLE 3 – CHECKOFF**

28  
29  
30 Section 1: Upon receipt of a signed authorization from each employee who is a  
31 member of the Union, the Town, on each payroll date, shall deduct from each  
32 employee's paycheck the Union membership dues and benefit premiums. Authorization  
33 forms shall be supplied by the Union and shall be satisfactory to the Town. The form  
34 signed by each employee shall specify the amount to be deducted by the Town for that  
35 employee. An employee may revoke his or her authorization for deductions provided  
36 for in this section upon sixty (60) days advance notice to the Town and the Union. The  
37 Town or designee shall remit biweekly in a single check to the Union, at such address  
38 as may be directed in writing, the total amount withheld together with a list of employees  
39 for whom deductions were made.  
40

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

44 a. The employee may sign a written payroll authorization deduction in the amount of  
45 eighty percent [80%] of the present cost of the Union dues to defray the cost of contract

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1 administration such as research, negotiations, travel, legal fees and mediation. Fees will  
2 also be used for grievance issues for the employee; or  
3

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

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

**ARTICLE 4 – PROBATIONARY PERIOD**

15  
16  
17 Each employee shall be considered to be a probationary employee during his or her first  
18 six (6) months of continuous employment by the Town. During such probationary  
19 period, the employment of such employee may be terminated with or without cause.  
20

**ARTICLE 5 – WORK SCHEDULE**

21  
22  
23 Section 1: The Union acknowledges that with full time employees and significant  
24 reliance on part time call firefighters, the Town has a need for a great flexibility in  
25 scheduling its full time employees.  
26

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

30 Section 3: The regular work hours for full time employees shall be not less than eighty  
31 (80) hours per pay period.  
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1 Section 4: The regular work schedule for full time employees shall be as follows:

2

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.
EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 9:00 p.m. EMP 1: 5:30 p.m. – 9:00 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.
EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 9:00 p.m. EMP 2: 5:30 p.m. – 9:00 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.
EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 9:00 p.m. EMP 2: 5:30 p.m. – 9:00 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.
EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 5:30 p.m.	EMP 2: 7:00 a.m. – 9:00 p.m. EMP 1: 5:30 p.m. – 9:00 p.m.	EMP 1: 7:00 a.m. – 5:30 p.m.		

3  
4

PAY PERIOD 1:  
EMPLOYEE 1 = 7 shifts x 10.5 hours (73.5 hours) + 2 shifts x 3.5 hours (7 hours) = 80.5 hours  
EMPLOYEE 2 = 5 shifts x 10.5 hours (52.5 hours) + 2 shifts x 14 hours (28 hours) = 80.5 hours

5  
6

PAY PERIOD 2:  
EMPLOYEE 2 = 7 shifts x 10.5 hours (73.5 hours) + 2 shifts x 3.5 hours (7 hours) = 80.5 hours  
EMPLOYEE 1 = 5 shifts x 10.5 hours (52.5 hours) + 2 shifts x 14 hours (28 hours) = 80.5 hours

7

8

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

9

10 Section 5.1: Make temporary (not more than two (2) consecutive weeks) changes in the  
11 work schedule with reasonable advance notice to the affected employee(s).

12

13 Section 5.2: Make immediate temporary changes in the work schedule, without notice,  
14 in emergency situations.

15

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1 Section 6: With the approval of the Fire Chief or his/her designee, which approval shall  
2 not unreasonably be withheld, employees may trade full or partial shifts with one  
3 another, subject to the following:  
4

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

12  
13 Section 6.2: Additional hours worked by an employee during a pay period as a result of  
14 traded work time shall not be counted toward overtime or for any other purpose.  
15

16 Section 6.3: The RSE shall not respond to an emergency call in during such time as the  
17 CE is covering his or her regularly scheduled shift.  
18

19 Section 6.4: The RSE shall not, for any purposes, be deemed to be on vacation.  
20

21 Section 6.5: Each increment of traded time must be paid back by the RSE to the CE  
22 within 365 days of the date the time was actually traded.  
23

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

29 Section 6.7: The Town shall not be required to keep records of any time traded  
30 between employees and shall have no liability for the repayment of time traded between  
31 employees.  
32

33 Section 7: The parties agree that the provisions of 26 M.R.S.A. § 601 do not apply  
34 since the Fire Department has fewer than three (3) employees on duty at any one time  
35 and the nature of the work done by the employees allows them frequent breaks during  
36 their work day. While it is expected that on duty employees will have a sufficient  
37 opportunity for a meal break, it is also expected that on duty employees will be  
38 reasonably available throughout regularly scheduled shifts to conduct Department  
39 business, including but not limited to dealing with members of the public during the so-  
40 called noon hour.  
41  
42  
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**ARTICLE 6 – COVERAGE AND CALL INS**

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

- 12  
13
- If, in order to obtain coverage for a vacant FF-EMT shift it is necessary to  
14 contact all full time and call employees qualified as FF-EMT's up to and  
15 including those whose seniority is three (3) years, solicitation for the next  
16 vacant FF-EMT shift will begin with those qualified employees whose is  
17 the next closest to three (3) years. Only if no employee with FF-EMT  
18 certification is available shall an employee with only FF certification be  
19 used to cover a vacant shift.
- 20

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

23  
24 Section 2.1: An employee who responds to an emergency call in shall be paid for a  
25 minimum of two (2) hours, regardless of the actual number of hours worked, at his or  
26 her straight time rate of pay, subject, however, to the following:

27  
28 Section 2.1.1: Should the actual number of hours worked exceed two (2), the employee  
29 will be paid for the actual time worked.

30  
31 Section 2.1.2: For any hours actually worked by an employee exceeding ninety-six (96)  
32 in one pay period, the employee will be paid at an overtime rate. By way of examples:

- 33  
34
- If an employee responds to an emergency call in having already worked  
35 ninety-six (96) hours in the pay period and the actual time worked on the  
36 call in is one-half (1/2) hour, the employee will be paid for the call in one-  
37 half (1/2) hour at an overtime rate and one and one-half (1½) hours at a  
38 straight time rate.
  - If an employee responds to an emergency call in having already worked  
39 ninety-five and one-half hours (95½) in the pay period and the actual time  
40 worked on the call in is one and three-quarters (1¾) hours, the employee  
41 will be paid for the call in one-half (1/2) hour at a straight time rate for  
42 actual time worked, one and one-quarter (1¼) hours at an overtime rate  
43  
44



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1           for actual overtime worked and one-quarter (1/4) hour at a straight time  
2           rate for the balance of the minimum two (2) hour call in.  
3

4 Section 2.1.3: An employee shall be paid only for actual time worked, at the applicable  
5 straight time or overtime rate, if a call in occurs two (2) hours or less prior to the start of  
6 the employee's scheduled shift. In such case, however, the employee may elect to  
7 work continuously from the time of the call in to and through his or her regular shift. By  
8 way of example:  
9

- 10           • If an employee is scheduled to begin his or her regular shift at 7:00 a.m.,  
11           an emergency call in occurs at 6:00 a.m. and the actual time worked for  
12           the call in is one-half (1/2) hour, the employee will be paid for the actual  
13           time worked. However, the employee may elect to continue working  
14           during the remaining time between the end of the actual time worked on  
15           the call in and the beginning of his or her regular shift.  
16
- 17           • If an employee is scheduled to begin his or her regular shift at 7:00 a.m.  
18           and an emergency call in occurs at 4:45 a.m., the employee will receive at  
19           least two (2) hours of call in pay even if the actual time worked is less than  
20           two (2) hours.  
21

22 Section 2.1.4: Two hour (2) hour minimum call in pay shall not be applicable to any  
23 employee who responds to a call that begins prior to the end of the employee's  
24 scheduled shift. By way of example:  
25

- 26           • If an employee is scheduled to be on duty until 5:00 p.m. and responds to  
27           a call that comes in at 4:30 p.m. and lasts until 5:45 p.m., the employee  
28           will be paid for the additional three-quarters (3/4) of an hour actually  
29           worked.  
30
- 31           • If an employee is scheduled to be on duty until 5:00 p.m. and responds to  
32           an emergency call in at 5:05 p.m., the employee will be paid for a  
33           minimum two (2) hour call in, even if the actual time worked is less than  
34           two (2) hours.  
35

36 Section 2.1.5: Employees are not expected to be available for duty or to respond to  
37 calls when on vacation. For purposes of this section, an employee shall be deemed to  
38 be on vacation from the end of his or her last shift worked prior to using any amount of  
39 accrued vacation time until the beginning of his or her next scheduled shift after using  
40 any amount of vacation time.  
41

42 Section 2.1.5.1: An employee shall not, without the approval of the Fire Chief, respond  
43 to an emergency call in during his or her vacation when another full time employee is on  
44 duty.  
45

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1 Section 2.1.5.2: An employee who, without being requested to do so, responds to an  
2 emergency call in during his or her vacation when another full time employee is not on  
3 duty, shall be compensated at his or her straight time rate for actual time worked and, if  
4 applicable, the balance of the minimum two (2) hour call in.  
5

6 Section 2.1.5.3: An employee who, at the request of the Fire Chief, responds to an  
7 emergency call in during his or her vacation shall be compensated at the rate of one  
8 and one-half (1½) his or her usual hourly rate of pay for actual time worked and, if  
9 applicable, the balance of the minimum two (2) hour call in at straight time.  
10

11 Section 2.1.6: An employee shall not, without authorization of the Fire Chief, respond to  
12 an emergency call in when he or she is using sick leave for his or her actual illness but  
13 may respond to an emergency call in when he or she is using sick leave to attend to a  
14 spouse or minor child. An employee who responds to an emergency call in occurring  
15 during his or her regularly scheduled shift when he or she is using sick leave shall be  
16 paid only for actual time worked, which time shall not be counted toward sick leave  
17 used.  
18

19 Section 2.2: An employee shall not, without authorization of the Fire Chief, respond to  
20 an emergency call in for emergency medical services at a time when another full time  
21 employee is on duty.  
22

23 Section 2.3: The Fire Chief shall have the right to direct an employee not to respond to  
24 an emergency call in if responding would put the employee into an overtime situation.  
25

26 Section 3: Compensation for emergency call in responses shall be in accordance with  
27 the following:  
28

29 Section 3.1: An employee will be paid for actual time worked for any non-emergency  
30 call in, subject to applicable overtime requirements.  
31

32 Section 3.2: The Fire Chief shall have the right not to contact an employee for a non-  
33 emergency call in if responding would put the employee in an overtime situation.  
34

**ARTICLE 7 – HOLIDAYS**

35  
36  
37 Section 1: During the pay period in which a holiday falls, each employee shall receive  
38 holiday pay equal to his or her regular hourly rate of pay multiplied by 1.5, irrespective  
39 of whether the employee actually works on the holiday.  
40

41 Section 2: Each employee who works on a holiday shall be paid for the hours actually  
42 worked at one and one-half (1.5) of the employees regular hourly rate of pay.  
43

44 Section 3: In the event a holiday falls within an employee's vacation period, the  
45 employee shall have the option of receiving both vacation pay and holiday pay and

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1 having the day count toward his or her vacation allowance or receiving only holiday pay  
2 and not having the day count toward his or her vacation allowance. The employee shall  
3 make his or her election in writing prior to the start of the vacation period. In the  
4 absence of a written election, the latter option shall apply.

**ARTICLE 8 – VACATIONS**

5  
6  
7  
8 Section 1: Employees shall accrue paid vacation in accordance with the following  
9 schedule:  
10

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

11 Section 2: Scheduling of vacations shall be in accordance with the following:

12  
13 Section 2.1: Vacation time may not be used until it has been accrued.

14  
15 Section 2.2: Employees shall request vacation time from the Fire Chief or his/her  
16 designee in writing at least two (2) weeks in advance.

17  
18 Section 2.3: A timely request for vacation shall be granted unless, in the sole discretion  
19 of the Fire Chief, the granting of such request will leave the Fire Department  
20 unreasonably understaffed or no call employees are available to fill in.

21  
22 Section 2.4: Any dispute between employees desiring the same vacation period which  
23 cannot be otherwise resolved shall be resolved by granting the disputed vacation time  
24 to the employee with the most seniority.

25  
26 Section 3: Vacation carryover shall be limited as follows:

27  
28 Section 3.1: No vacation time in excess of one year's accrual may be carried forward  
29 from one work year to the following work year without the written approval of the Town  
30 Manager.

31  
32 Section 3.2: Accrued vacation time neither used nor subject to being carried forward  
33 shall be forfeited without compensation.

34  
35 Section 4: No employee shall be allowed to work in lieu of paid vacation and thereby be  
36 paid twice his or her usual wage during that period. Unless approved by the Town  
37 Manager.  
38  
39

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1 Section 5: Upon any separation from employment, an employee shall be paid for all  
2 accrued vacation time.

3  
4 Section 6: At the discretion of the Fire Chief, his/her designee, or the Town Manager,  
5 employees may use vacation time, on an hour for hour basis, for personal emergencies  
6 concerning the employee's residence or immediate family. Any emergency leave shall  
7 be limited to situations of a serious nature that could not be predicted or planned for in  
8 advance and require immediate action, such as household emergencies (disruption of  
9 services involving heat, electricity, sewer or water or damage caused by criminal  
10 activity, fire, flooding, extreme weather conditions or other events of a similar nature),  
11 illness, accident or injury of immediate family, or other unforeseen circumstances that  
12 require immediate action.

**ARTICLE 9 – LEAVES**

13  
14  
15  
16 Section 1: Sick Leave. Employees shall accrue paid sick leave at the rate of four (4)  
17 hours per pay period up to a maximum of seven hundred twenty (720) hours, subject to  
18 the following:

19  
20 Section 1.1: Sick leave may be used when personal illness or physical incapacity  
21 renders an employee unable to perform the duties of his or her position or when an  
22 employee has a medical or dental appointment that cannot reasonably be scheduled  
23 outside of the employee's normal working hours.

24  
25 Section 1.2: Sick leave may also be used when an employee's spouse or minor child or  
26 immediate family member is ill or incapacitated and reasonably requires the employee's  
27 attendance. In addition, sick time in such amount to enable an employee to be away  
28 from work for up to seven (7) consecutive calendar days may be used by an employee  
29 to supplement any paternity leave to which the employee may be entitled pursuant to  
30 the Federal Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq. or the  
31 State Family Medical Leave Requirements, 26 M.R.S.A. § 843 et seq.

32  
33 Section 1.3: The Town may require an employee using sick leave to provide a  
34 certificate from a physician justifying the employee's use of sick leave for himself or  
35 herself or his or her spouse or minor child.

36  
37 Section 1.4: Absences for a fraction or part of a day that are chargeable to sick leave  
38 shall be charged in an amount of not less than one-quarter (1/4) hour.

39  
40 Section 2: Family Medical Leave. Nothing in this contract shall be construed to  
41 increase or reduce any leave, or the terms and conditions thereof, to which an  
42 employee may be otherwise entitled pursuant to the Federal Family and Medical Leave  
43 Act of 1993, 29 U.S.C. § 2601 et seq. or the State Family Medical Leave Requirements,  
44 26 M.R.S.A. § 843 et seq.

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1 Section 3: Bereavement Leave. Bereavement leave shall be granted as follows:  
2

3 Section 3.1: An employee may use up to three (3) days of paid leave upon the death of  
4 an immediate family member for the purpose of making necessary arrangements and/or  
5 attendance the funeral.  
6

7 Section 3.2: At the sole discretion of the Town Manager an employee may be granted  
8 one (1) or more days of unpaid leave for attendance at funerals of persons not included  
9 in the definition of immediate family.  
10

11 Section 4: Military Service Leave. An employee who is a member of the National  
12 Guard or Reserve and who is required to perform field duty, shall be granted military  
13 service leave, not counted against vacation time, but not exceeding ten (10) working  
14 days in any work year. During such leave, upon documentation of the employee's  
15 military service pay, the Town will pay the employee any difference between that pay  
16 and the employee's regular compensation.  
17

18 Section 5: Jury Duty. An employee called for jury duty shall be granted leave for such  
19 time actually spent in jury selection or jury service. During such leave, upon  
20 documentation of the employee's jury pay, the Town will pay the employee the  
21 difference between that pay and the employee's regular compensation. An employee  
22 excused from jury duty on a day he or she is otherwise scheduled to work, shall report  
23 to work for the balance of his or her shift.  
24

25 Section 6: Leave of Absence. An employee, at the sole discretion of the Town Council,  
26 may be granted, in writing, an unpaid leave of absence for a period deemed necessary  
27 by the employee for the purpose of the leave, but not exceeding six (6) months, subject  
28 to the following:  
29

30 Section 6.1: The written authorization for a leave of absence shall specify the date on  
31 which the employee will return to work. An employee who does not return to work on  
32 the date specified shall, in the absence of having been granted further leave, be  
33 deemed to have resigned and forfeited all rights to further employment.  
34

35 Section 6.2: During such leave, an employee shall not accrue vacation or sick leave  
36 and shall not receive any form of benefits from the Town.  
37

38 Section 6.3: Notwithstanding section 6.2, an employee, at his or her sole expense, may  
39 continue coverage under any group health insurance plan by which he or she was  
40 covered immediately prior to such leave. Health insurance coverage shall be  
41 maintained only if the employee pays all applicable premiums in accordance with a  
42 written schedule provided by the Town Manager at the time the leave is granted.  
43  
44  
45

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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 21-22	YR 22-23	YR 23-24
Capt. FFII/AEMT	25.23	25.73	26.24
Lieut. FFII/AEMT	20.95	21.37	21.80
FFII/AEMT	19.88	20.28	20.69
FFII/EMT or FFI/AEMT	18.60	18.97	19.35
FFI/EMT	17.34	17.69	18.04
Probationary FFI/EMT	16.10	16.42	16.75

Section 2: In addition to the wages set forth in Section 1, employees who hold a Fire Science Degree or a Fire Science Certificate, shall be paid an additional stipend in accordance with the table below:

Fiscal year	YR 21-22	YR 22-23	YR23-24
Fire Science Associates Degree	\$0.50/Hr	\$0.51/Hr	\$0.52/Hr
Fire Science Certificate	\$0.25/Hr	\$0.26/Hr	\$0.27/Hr

Section 3: 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, or the paramedic wage, whichever is higher.

Section 4: Any employee who works more than ninety-six (96) hours in a biweekly pay period shall be paid for all hours in excess of ninety-six (96) at the rate of one and one-half (1½) that employee's regular hourly rate of pay. Hours paid for holidays, vacations

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1 or any type of leave shall not be included in hours worked for the purpose of computing  
2 overtime.

3  
4 **ARTICLE 11 – INSURANCE**

5  
6 Section 1: Health Insurance. The Town will make health insurance available to  
7 employees in accordance with the following:

8  
9 Section 1.1: The health insurance plan available to employees shall be the same plan  
10 available to all other full time Town employees.

11  
12 Section 1.2: The cost of premiums for health insurance shall be shared by the Town  
13 and employees as follows:

14

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%

15  
16 Section 2: Dental Insurance. The Town will make dental insurance available to  
17 employees in accordance with the following:

18  
19 Section 2.1: The dental insurance plan available to employees shall be the same plan  
20 available to all other full time Town employees.

21  
22 Section 2.2: The cost of premiums for dental insurance shall be shared by the Town  
23 and employees as follows:

24

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

25  
26 Section 3: Medical Reimbursement: Subject to applicable enrollment provisions, each  
27 payroll an employee may contribute to a medical reimbursement account pursuant to  
28 section 125 of the Internal Revenue Code.

29  
30 Section 4: Dependent Day Care Reimbursement: Subject to applicable enrollment  
31 provisions, each payroll an employee may contribute to a dependent day care  
32 reimbursement account pursuant to section 125 of the Internal Revenue Code.

33  
34 Section 5: Life Insurance. The Town will make life insurance available to employees in  
35 accordance with the following:

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1 Section 5.1: The life insurance plan available to employees shall be the same plan  
2 available to all other full time Town employees.

3  
4 Section 5.2: The cost of premiums for life insurance shall be shared by the Town and  
5 employees as follows:  
6

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

7  
8 Section 6: Income Protection. Employees, at their expense, may purchase income  
9 protection insurance through the same plan and on the same terms and conditions as  
10 available to all other full time Town employees.

11  
12 Section 7: Long Term Disability Insurance. Employees, at their expense, may  
13 purchase long term disability insurance through the same plan and on the same terms  
14 and conditions as available to all other full time Town employees.

15  
16 Section 8: Workers' Compensation: If an employee is eligible to receive workers'  
17 compensation and that employee has accrued sick leave, he or she may use  
18 accumulated sick leave hours to in order to make up the difference between his or her  
19 workers' compensation pay and one hundred percent (100%) of his or her average  
20 weekly wage.

21  
22 **ARTICLE 12 – RETIREMENT**

23  
24 Section 1: ICMA Retirement.

25  
26 Section 1.1: 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 1.2: Employees may defer the maximum compensation allowed by law.

30  
31 Section 1.3: Upon an employee's completion of a probationary period, the Town will  
32 contribute to that employee's 457 deferred compensation an amount equal to eight  
33 percent (8%) of that employees compensation, provided the employee defers at least  
34 one percent (1%) of his or her salary.

35  
36 Section 2: Maine State Retirement.

37  
38 Section 2.1: At any time employees are eligible to enroll, employees may elect to  
39 participate in the Maine State Retirement System Special Plan 3C. Employees electing  
40 to do so may also continue to participate in the plan described in Section 1 but will not  
41 be eligible for the Town's contribution.  
42



**ARTICLE 13 – UNIFORMS AND EQUIPMENT**

1  
2  
3 Section 1: Employees shall be required to wear appropriate Town issued uniforms  
4 while on duty, unless otherwise excused by the Fire Chief.

5  
6 Section 2: The Town shall furnish to each employee uniforms as follows:  
7

8 Section 2.1: During the first year of employment each employee shall be issued:  
9

- 10       • three (3) pair of trousers  
11       • three (3) uniform shirts (Each employee may choose long sleeve or short sleeve  
12       or a combination of both, not to exceed three (3) total. All required patches will be  
13       provided and sewn on at Town expense.)  
14       • two (2) department work shirts  
15       • three (3) department tee shirts  
16       • two (2) mock turtleneck shirts  
17       • one (1) pair of station boots  
18       • one (1) winter coat (May not be provided until the onset of cold weather. All  
19       required patches will be provided and sewn on at Town expense.)  
20

21 Employees employed as of the ratification of this agreement have already been issued  
22 all clothing listed above.  
23

24 Section 2.2: At the beginning of each fiscal year thereafter each employee will be  
25 provided with a voucher in the amount of four hundred fifty dollars (\$450.00) which may  
26 be used to purchase any clothing approved by the Fire Chief, not including station boots  
27 or winter coats. The voucher may also be used for to pay for the sewing on of any  
28 required patches. An employee may not receive cash in lieu of the voucher. Each  
29 employee is expected to spend his or her voucher so as to ensure that he or she will  
30 maintain a professional appearance throughout the year.  
31

32 Section 2.3: Station boots and winter coats will be replaced as necessitated by wear,  
33 but not more frequently than every three (3) years unless damaged in the line of duty.  
34

35 Section 3: The Town shall provide each employee with equipment and protective  
36 clothing determined necessary by the Fire Chief.  
37

38 Section 4: Each employee shall be responsible for replacing any issued equipment or  
39 clothing, including protective clothing, damaged or lost other than in the line of duty and  
40 for returning same to the Town upon the termination of employment. Equipment or  
41 clothing, including protective clothing, damaged in the line of duty shall be replaced by  
42 the Town.  
43  
44

**ARTICLE 14 – CONTINUING EDUCATION**

1  
2  
3 Section 1: Subject to the following, the Town shall reimburse to or pay in advance for  
4 each employee one hundred percent (100%) of the expenses of any continuing  
5 education that is (a) mandated by the Town; or (b) required to enable the employee to  
6 maintain such licensure or certification as may be required by the Town for continued  
7 employment.

8  
9 Section 1.1: Expenses of continuing education shall include:

10  
11 Section 1.1.1: Tuition or fees, which shall be paid in advance.

12  
13 Section 1.1.2: Required books and materials, which shall be paid in advance.

14  
15 Section 1.1.3: Travel.

16  
17 Section 1.1.3.1: Travel by use of private automobile shall be reimbursed at the current  
18 I.R.S. rate, provided that when two or more full or part time employees of the Town are  
19 participating in the same program, carpooling shall be required and only the employee  
20 whose automobile is used shall be reimbursed traveling expenses.

21  
22 Section 1.1.3.2: Travel by air, which shall be paid in advance, shall be by coach class  
23 and shall be arranged sufficiently in advance to obtain the lowest possible fare. In order  
24 to be subject to payment, approval of the fare shall be obtained in advance from the  
25 Town Manager.

26  
27 Section 1.1.4: A meal allowance of actual expenses, which shall be reimbursed, up to  
28 the maximum provided set by the United States General Services Administration.

29  
30 Section 1.1.5: A lodging allowance, which shall be paid in advance, of actual expenses,  
31 up to the maximum set by the United States General Services Administration, subject to  
32 the following:

33  
34 Section 1.1.5.1: In the event two (2) or more full or part time employees of the Town of  
35 the same gender are participating in the same program, double occupancy shall be  
36 required.

37  
38 Section 1.1.5.2: For multi-day programs one hundred (100) miles or less from the Town  
39 of Veazie, the Town Manager, at his or her sole discretion, may require participating  
40 employees to commute. In such cases, participating employees' daily meal allowances  
41 shall be limited to the maximum set by the United States General Services  
42 Administration for a first day.

43  
44 Section 1.1.5.3: An employee may share lodging with a non-employee, such as a  
45 spouse or a child, only if no additional cost will be incurred by the Town. When an

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1 employee who would otherwise be required to share a room with another employee  
2 opts to share lodging with a non-employee, that employee shall not be entitled to  
3 lodging payment.  
4

5 Section 1.2: Reimbursement shall be made only upon the presentation of  
6 documentation for all expenses for which reimbursement is sought.  
7

8 Section 1.3: Reimbursement shall be made only upon presentation of documentation of  
9 satisfactory completion of the program, such as a certificate of completion and, if  
10 applicable, a passing grade or score. Those expenses paid by the Town in advance  
11 shall be repaid to the Town by any employee who does not provide such documentation  
12 within seven (7) days of returning to work after the date of the program. Repayment  
13 shall be through payroll deduction over not less than six (6) pay periods.  
14

15 Section 2: For continuing education other than that described in section 1,  
16 reimbursement or payment, in whole or in part, of some or all of the expenses described  
17 in section 1.1 shall be at the sole discretion of the Town Manager, in consultation with  
18 the Fire Chief, and subject to budgetary limitations.  
19

20 Section 3: Reimbursement or payment for continuing education shall not be made  
21 unless the program for which reimbursement will be sought is approved in writing by the  
22 Town at least two (2) weeks in advance of the employee's attendance.  
23

24 Section 4: For continuing education described in section 1, when alternative programs  
25 will satisfy an employee's licensure or certification needs, the Town may require that an  
26 employee attend (a) a program that the Town determines best meets its needs; (b) the  
27 program with the least overall costs; (c) the geographically closest program; (d) the  
28 program that best accommodates the Town's scheduling needs; or (e) a program that  
29 occurs in a different fiscal year.  
30

31 Section 5: Compensation for time spent traveling to and from and participating in  
32 continuing education shall be in accordance with the following:  
33

34 Section 5.1: Compensation for travel by automobile to and from continuing education  
35 described in section 1(a) shall be paid at an employee's regular hourly rate, straight  
36 time or overtime, as applicable.  
37

38 Section 5.2: Compensation for travel by air to and from continuing education described  
39 in section 1(a) shall be paid at an employee's regular hourly rate, straight time or  
40 overtime, as applicable, for the scheduled duration of any flights and layovers.  
41

42 Section 5.3: No compensation shall be paid for travel to or from any other continuing  
43 education.  
44

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1 Section 5.4: Compensation for participating in continuing education described in  
2 section 1 shall be paid at an employee's regular hourly rate, straight time or overtime,  
3 as applicable, for time actually spent in participating in a program, exclusive or meal  
4 breaks or other breaks.

5  
6 Section 5.5: Compensation shall not be paid for participating in continuing education  
7 other than that described in section 1.

8  
9 Section 5.6: No compensation will be paid for travel to or from or for participating in any  
10 continuing education which an employee fails to satisfactorily complete as evidenced by  
11 documentation described in section 1.3.

**ARTICLE 15**

**GRIEVANCE/ARBITRATION PROCEDURE[S]**

12  
13  
14  
15  
16 Section 1: A Grievance shall mean any claimed violation, misinterpretation or  
17 misapplication that may arise between the Town, the Union and/or any bargaining unit  
18 employee[s] relating to this agreement and/or any personnel policy, practice or matter  
19 affecting the working conditions of unit employees.

20  
21 Section 2: Nothing in this Article shall be deemed to deny an aggrieved unit employee  
22 the right to present their own grievance as set forth in Title 26, M.R.S.A. In such event,  
23 the aggrieved employee shall forward a copy of the grievance being filed with any and  
24 all supporting information and material to the President of IAFF Local 3106. In addition,  
25 the Union shall have the right to be present at any meeting between the Town and the  
26 aggrieved employee filing a grievance under this section. No resolution of a grievance  
27 under this provision shall be inconsistent with the provisions of this Agreement. The  
28 Union will be provided a copy of any decision rendered by the Town under this section.

29  
30 Section 3: Except in the case of disciplinary actions, individual identical grievances may  
31 be consolidated at Step 2 and processed by the Union as one grievance throughout the  
32 remainder of the procedure by mutual consent of the parties. Any decision rendered in  
33 connection with a consolidated grievance shall be binding on the other grievance[s].

34  
35 Section 4: A grievance will be considered timely if it is submitted within thirty [30]  
36 calendar days from the date of the incident out of which the grievance arose or within  
37 thirty [30] calendar days of the date the grievant became aware of the incident.

38  
39 The grievance must be presented in writing and contain a precise description of the  
40 grievance [who, what, where, when, how] with enough information contained therein to  
41 identify the specific nature of the grievance, the specific provision of the agreement, law,  
42 ordinance or policy in which the Town has discretion which is alleged to have been  
43 violated, a statement of the remedial action or relief sought, i.e., the personal corrective  
44 action desired, evidence [documentary, if available] to support the grievance, the name

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1 of the designated representative, and any additional pertinent information to support the  
2 grievance.

3  
4 Section 5: Grievance Procedure:

5  
6 Step 1: An employee[s]/Union who claims to have a grievance shall present it to the  
7 Chief in writing as outlined in Section 4 above. The Chief shall meet with the parties to  
8 resolve the grievance within five [5] business days after receipt of the written grievance.  
9 If resolution of the grievance is not within the authority of the Chief, he/she shall so  
10 inform the grievant and his/her representative at this meeting and refer them to Step 2  
11 of the grievance procedure.

12  
13 If the resolution of the grievance is within the Chief's authority to resolve, he shall render  
14 a decision in writing within five [5] business days from the date of the meeting with the  
15 aggrieved employee/Union. A copy of the decision will be provided to both the  
16 employee[s] and the employee[s]'s representative.

17  
18 Step 2: If the Chief's decision is unsatisfactory, the employee/Union may, within ten [10]  
19 business days after receipt of the Step 1 decision, forward it to the Town Manager for  
20 action. The Town Manager shall convene a meeting with the parties within ten [10]  
21 business days after receipt of the grievance. The Town Manager shall render a decision  
22 in writing, within ten [10] business days from the date of the meeting with the aggrieved  
23 employee/Union. A copy of the decision will be provided to both the employee[s] and  
24 the employee's representative.

25  
26 Step 3: If the Town Manager's decision is unsatisfactory, the employee/Union may,  
27 within ten [10] business days after receipt of the Step 2 decision, forward it to the Town  
28 Council via the Town Manager or the Town Clerk for action. The Town Council shall  
29 convene a hearing in Executive Session with the parties within ten [10] business days  
30 after receipt of the grievance. The Town Council shall render a decision in writing, within  
31 ten [10] business days from the date of the meeting with the aggrieved employee/Union.  
32 A copy of the decision will be provided to both the employee[s] and the employee's  
33 representative.

34  
35 Step 4: If the Town Council decision is unsatisfactory or the Parties are unable to  
36 resolve the grievance as a result of the Step 3 hearing, the Union may, within ten [10]  
37 business days of the Step 3 response, file a request with the Maine Board of Arbitration  
38 and Conciliation for arbitration of the grievance; or if the services of the Maine Board of  
39 Arbitration and Conciliation become unavailable, the parties can seek an arbitrator from  
40 either American Arbitration Association, the Federal Mediation and Conciliation Service  
41 or single arbitrator, whichever is available and mutually agreeable to the parties.  
42 Thereafter, in so much as possible, the arbitrator shall hold a hearing within thirty [30]  
43 calendar days, but no later than ninety [90] calendar days for the date from the date of  
44 the request.

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1 Step 5: Arbitration Procedure: The arbitrator shall confine himself/herself to the issue[s]  
2 raised during the grievance as submitted during Step 4 and any evidence related  
3 thereto. The arbitrator shall have no authority to add to, subtract from or modify any of  
4 the provisions of this Agreement. The arbitrator shall issue his/her written decision as  
5 soon as possible, but no later than thirty [30] calendar from the date of the hearing or  
6 after the filing of any post hearing briefs filed by the parties unless mutually agreed  
7 otherwise by the parties. The arbitrator's decision shall be final and binding on the  
8 parties.

9  
10  
11  
12  
13 **Section 6: Miscellaneous:**

- 14
- 15 a. In the event either party should declare a grievance non-grievable or non-  
16 arbitrable, the original grievance shall be considered amended to include this  
17 issue as a threshold question before the arbitrator.
  - 18
  - 19 b. Failure by the grievant or the Union to adhere to the time limits within this  
20 grievance procedure shall terminate the grievance as null and void.
  - 21
  - 22 c. Failure of the Town or its representative to render a decision within the specified  
23 time shall be construed as denial of the grievance.
  - 24
  - 25 d. Time limits outlined in this article may be extended by written mutual consent of  
26 the parties.
  - 27
  - 28 e. Grievances concerning letters of caution or requirements, letters of reprimand,  
29 suspensions and terminations will be processed under this procedure beginning  
30 at the step above the level of management that affected the disciplinary action.
  - 31
  - 32 f. Expenses for the arbitrator's services and the proceedings shall be borne equally  
33 by the Town and the Union. Each party shall be responsible for compensating its  
34 own outside representatives and expert witnesses. If either party desires a  
35 verbatim record of the proceedings, it may cause a record to be made, providing  
36 it pays for the record and makes copies available without charge to the other  
37 party and to the arbitrator.

38  
39 **ARTICLE 16 – PERSONNEL RULES**

40  
41 To the extent they are not expressly superseded by the provisions of this agreement,  
42 the personnel rules of the Town as set forth in The Town of Veazie Employee  
43 Handbook, or Personnel policy, shall apply to all employees covered by this agreement.  
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**ARTICLE 17 – MANAGEMENT FUNCTIONS**

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

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

**ARTICLE 18 – NO STRIKE; NO LOCKOUT**

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

Section 2: In consideration of section 1 of this article, the Town shall not lockout employees for the duration of this agreement.

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

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

**ARTICLE 19 – SCOPE, SEPARABILITY AND SAVINGS CLAUSE**

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

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1  
2 Section 2: If any provision of this agreement shall be contrary to any law of the United  
3 States or the State of Maine, that provision shall be deemed invalid and such invalidity  
4 shall not affect the validity of the remaining provisions. Either party may initiate  
5 negotiations for a replacement provision within thirty (30) days of a final and binding  
6 judicial determination of the invalidity of a provision hereof.

7  
8 Section 3: If any provision of this agreement shall be contrary to any ordinance, rule,  
9 regulation or policy of the Town of Veazie, the language of the agreement shall control.

10  
11 Section 4: If there is any change in the laws of the United States or the State of Maine  
12 that affects the terms and conditions of this agreement, either party to this agreement  
13 may request, by thirty (30) days written notice, discussions concerning modifications or  
14 amendments to this agreement related to the change in said laws. However, if the  
15 change in said laws does not invalidate any provision of this agreement, the parties  
16 shall not be required to modify the agreement.

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**ARTICLE 20 – DURATION**

Section 1: This contract shall be effective from July 1, 2021 through June 30, 2024.

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

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

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

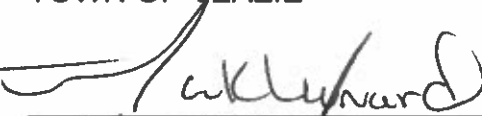
Date: 6-8-2021

Date: 6-8-2021

ORONO FIREFIGHTERS ASSOCIATION  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 3106,  
AFL-CIO-CLC

TOWN OF VEAZIE

  
\_\_\_\_\_  
Nicholas Siros, Union Representative

  
\_\_\_\_\_  
Mark Leonard, Town Manager

  
\_\_\_\_\_  
Aaron Jellison, President, IAFF 3106

  
\_\_\_\_\_  
Peter A. Metcalf, Fire Chief

  
\_\_\_\_\_  
Ronald Green Jr., Chief Negotiator

\_\_\_\_\_

