

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, 2020 to June 30, 2021

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

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ARTICLE 1 – DEFINITIONS

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

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

Day: Unless explicitly stated otherwise, a calendar day.

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

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

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

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

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

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

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

Holiday: As defined in the Town of Veazie Code, Chapter 21, Personnel, section 21.10

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

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

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

Town: The municipality of the Town of Veazie located in Penobscot County, State of Maine.

Union: Orono Firefighters Association, International Association of Firefighters, Local 3106, AFL-CIO-CLC.

Work Year: As defined in the Town of Veazie Code, Chapter 21, Personnel, section 21.02.

ARTICLE 2 – RECOGNITION AND NONDISCRIMINATION

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

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

ARTICLE 3 – CHECKOFF

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

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

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

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

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

ARTICLE 4 – PROBATIONARY PERIOD

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

ARTICLE 5 – WORK SCHEDULE

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

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

Section 3: The regular work hours for full time employees shall be not less than eighty (80) hours per pay period.

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Section 4: The regular work schedule for full time employees shall be as follows:

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 pm. 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.		

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

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

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

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

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

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

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 employee, hereinafter referred to as the covering employee or CE, who trades with the regularly scheduled employee, and who actually works the shift, shall not be paid, except for any hours actually worked beyond the regularly scheduled shift. The RSE shall not be compensated for any hours worked by the CE beyond the regularly scheduled shift.

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

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

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

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

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

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

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

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

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

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

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

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

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. By way of example:

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

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

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

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

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

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

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

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

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

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

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

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 1.5, irrespective of whether the employee actually works on the holiday.

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

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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

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

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

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

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

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

Section 3: Vacation carryover shall be limited as follows:

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

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

Section 4: No employee shall be allowed to work in lieu of paid vacation and thereby be paid twice his or her usual wage during that period.

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

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

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 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.

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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.

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

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

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

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

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

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

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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 20-21	
Capt. FFII/AEMT		24.74	
Lieut. FFII/AEMT		20.54	
FFII/AEMT		19.49	
FFII/EMT or FFI/AEMT		18.24	
FFI/EMT		17.00	
Probationary FFI/EMT		15.78	

Section 2: In addition to the wages set forth in Section 1, employees who hold a Fire Science Degree shall be paid an additional stipend of twenty dollars (\$20.00) per week and employees who hold a Fire Science Certificate shall be paid an additional stipend of ten dollars (\$10.00) per week.

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

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.

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

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%

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 – RETIREMENT

Section 1: ICMA Retirement.

Section 1.1: At any time during their employment employees may enroll in the Town's 457 deferred compensation plan through ICMA Retirement Corporation.

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

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

Section 2: Maine State Retirement.

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

ARTICLE 13 – UNIFORMS AND EQUIPMENT

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

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

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

- three (3) pair of trousers

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

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

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

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

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

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

ARTICLE 14 – CONTINUING EDUCATION

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

Section 1.1: Expenses of continuing education shall include:

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

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

Section 1.1.3: Travel.

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

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

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

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

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

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

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

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

Section 1.3: Reimbursement shall be made only upon presentation of documentation of satisfactory completion of the program, such as a certificate of completion and, if applicable, a passing grade or score. Those expenses paid by the Town in advance shall be repaid to the Town by any employee who does not provide such documentation

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within seven (7) days of returning to work after the date of the program. Repayment shall be through payroll deduction over not less than six (6) pay periods.

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

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

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

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

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

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

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

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

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

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

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**ARTICLE 15
GRIEVANCE/ARBITRATION PROCEDURE[S]**

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

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

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

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

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

Section 5: Grievance Procedure:

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

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

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

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

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

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

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Section 6: Miscellaneous:

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

ARTICLE 16 – PERSONNEL RULES

To the extent they are not expressly superseded by the provisions of this agreement, the personnel rules of the Town as set forth in The Town of Veazie Code, Chapter 21, Personnel, shall apply to all employees covered by this agreement.

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

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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.

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

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

Section 4: If there is any change in the laws of the United States or the State of Maine that affects the terms and conditions of this agreement, either party to this agreement may request, by thirty (30) days written notice, discussions concerning modifications or amendments to this agreement related to the change in said laws. However, if the

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change in said laws does not invalidate any provision of this agreement, the parties shall not be required to modify the agreement.

ARTICLE 20 – DURATION

Section 1: This contract shall be effective from July 1, 2020 through June 30, 2021.

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.

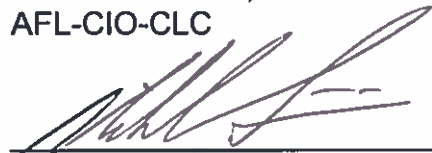
Section 4: In recognition of their ratification of this contract, the parties have caused their names to be subscribed by their duly authorized representatives as of the dates written below.

Date: 8-26-2020

Date: 8/27/2020

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

TOWN OF VEAZIE



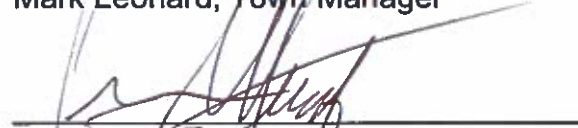
Nicholas Sirois, Union Representative



Mark Leonard, Town Manager



Aaron Jellison, President, IAFF 3106



Peter A. Metcalf, Fire Chief



Ronald Green Jr., Chief Negotiator