

AGREEMENT
Between

TOWN OF CLINTON, MAINE

AND

**THE CLINTON PROFESSIONAL FIREFIGHTERS
LOCAL 5412
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
A.F.L. - C.I.O.**

January 9, 2024 to June 30, 2026

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Article One
Preamble

Section 1: Pursuant to the provisions of chapter 9 – A, statutes of Maine, Title 26, as enacted by the Maine Legislature entitled “An Act Establishing the Municipal Public Employees Labor Relations Law,” this agreement is made and entered into by and between the Town of Clinton, here in after referred to as the “Town” and the Clinton Professional Firefighters Association, IAFF Local 5412, herein after known and referred to as the “Union.”

Article Two
Unit Recognition

Section 1: The Town recognizes the Union as the exclusive bargaining agent for the purpose of collective-bargaining relative to wages, benefits, hours, grievance/arbitration issues, and personnel policies, practices and all matters affecting the working conditions of all full time Union members employed by the Town of Clinton Fire Dept.

Section 2: This agreement shall NOT apply to Chief Fire/EMS officers, fire department business administration or Non-Union employees.

Article Three
Rights and Responsibilities

Section 1: Full time employee shall mean a public employee as defined in Title 29, M.R.S.A. 962 and someone who is included in the bargaining unit and is scheduled to work an average of forty-two (42) hours per week on a regular shift rotation. All persons within this unit who have worked at least six (6) months shall be considered a regular, full-time employee and shall be subject to the provisions of this agreement upon the executed date of the agreement.

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

Section 3: The Town and the Union agree to not discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, sex, sexual orientation, age, or condition of handicap, except where based on a bona fide occupational qualification, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, sexual orientation, age, or condition of handicap, except where based upon a bona fide occupational qualification.

Section 4: Employees shall not be denied their rights to free speech or any other constitutional rights, provided, however, they do not use privileged information for personal reasons and their

conduct during work hours does not compromise the operations of the Town government in anyway.

Article Four **Management Rights**

Section 1: The Town retains all rights and authority to manage and direct its employees and to determine work shift assignments, except otherwise specifically stated in this agreement. The Union acknowledges the right of the Town to make such reasonable rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this agreement. The Town agrees to forward any and all copies of final rules and amendments to the Union.

Section 2: The Town has the exclusive right to hire and promote whomever they deem to be the most qualified candidate and likely to succeed for the open position.

Section 3: Nothing in this agreement shall preclude the Town Manager or Board of Selectman from exercising their authority to classify or reclassify positions or entrance and promotional requirements. Employees shall perform all work assigned that is reasonable and within the job description.

Article Five **Personnel Records**

Section 1: Personnel records shall be kept on each employee by the Town.

Section 2: Any language regulating the management of those records will abide by the Town Personnel Policy

Article Six **Dues Deduction**

Section 1: The Town shall deduct Union dues once each pay period upon signed authorization from each member of the Union. The Town shall forward these deductions to the Treasurer of the Union. The Treasurer will duly certify to the Town the appropriate dues to be deducted and the current membership roster of the Union. The Union shall indemnify and save the Town harmless of all claims and suits, which may arise by reason of any action taken in making deductions and remitting the same to the Union in the section.

Article Seven **Productivity**

Section 1: It is the intent of the parties to achieve and sustain maximum productivity per employee within his/her job classification during the terms of this agreement. In return to the Town for the

wages and conditions herein provided and consistent with the principle of a fair day's pay, the Union pledges itself with the objective of achieving and sustaining the highest possible level of performance, efficiency, safety and good health.

Article Eight

Work Hours and Accommodations

Section 1: Unless changed by mutual consent of the parties, the full-time employees will be assigned to a four (4) Crew system as follows: A Shift, B Shift, C Shift, and D Shift. The shift shall be 7:00 a.m. to 7:00 a.m. and follow a rotation of twenty-four [24] hours on, followed by twenty-four [24] hours off, twenty-four [24] hours on, and one hundred-twenty [120] hours off.

Each twenty-four (24) hour shift will start 0700 and shall consist of ten (10) hours of work and fourteen (14) hours of Ready-Alert/Stand-by Time.

- 1) **Ready Alert and/or Stand-By Time** is defined as time that the on-duty firefighter is not performing emergency response work or scheduled training and is free to eat, sleep, read watch TV, listen to radio, or engage in other similar pursuits. The Employer agrees to guard against scheduling "actual and/or make-work" during the employees' ready alert/stand-by period. If the Employer has the need to schedule "Actual Work" to support the fire department's mission at times other than the "core 10 hours of work" the Employer will ensure that equal amounts of stand-by time will be permitted during designated hours of work.

Section 2: These schedules are based on the Fair Labor Standards Act (FLSA) 7k exemption utilizing a twenty-eight [28] day period.

Section 3: In the event that a need for overtime should occur in the department, overtime pay shall be paid at the rate of one and one-half times the employee's regular rate of pay for all hours worked that are not included in his/her scheduled work week as defined in this Agreement. The rules and regulations governing overtime details shall be posted on the bulletin board, shall be signed by the Chief of the Department, and shall be considered a departmental order adhered to by all commanding officers when detailing personnel.

Section 4: Overtime for vacant Full-Time employee shifts will be offered to other Full-Time employees before it is offered or assigned to Per Diem or Part Time employees.

Section 5: Extreme temperatures with a heat index of equal to or greater than ninety [90] degrees and equal to or less than fifteen [15] degrees with wind chill, shall be considered "minimal necessary duty function" only days. This shall include; Station Chores, Station Phone Duties, Apparatus Readiness Checks, Indoor Low Impact Training, Responding to and from Emergency Calls and Required Paperwork by the State and Town/City in Relation to Any Calls for Service.

Article Nine

Duties

Section 1: The duties of employees shall be the prevention, control, and extinguishment of fires; emergency rescue, minor maintenance* of equipment, readiness and appearance, the care and spot maintenance of all department quarters and carrying out the duties of the Fire/EMS division.

Section 2: It shall be the responsibility of any employee having custody of any equipment to see that it is properly cared for, kept clean and returned to its place of storage.

Section 3: All employees shall not as part of a tour of duty perform services for any private interest.

*Minor maintenance means anything one can do without the aid of special tools or jacks.

Article Ten

Driver's License

Section 1: As a condition of hire, all employees must have a valid driver's license. If an employee's driver's license is suspended, he/she shall notify the Town immediately, and may be suspended from employment without pay for the period he/she is without a valid driver's license, not to exceed ninety [90] days. If the employee has lost their license for a period of time longer than ninety [90] days, the employee may request an extended unpaid leave of absence.

If granted, the employee will accrue no benefits during the extended leave. Said leave shall not exceed one [1] year. Upon eligibility to return to work, the employee may request reinstatement and said restatement shall be granted if a vacancy exists. If an employee loses his/her license a second time he/she shall be subject to further discipline up to and including termination.

Section 2: At the Town's sole discretion, an employee who does not possess a valid driver's license maybe allowed to work if appropriate work is available. Any decisions made shall not constitute as a precedent or past practice.

Article Eleven

No Strike

Section 1: There shall be no strike or slow down by the Union nor any lock out by the Town during the life of this Agreement.

Article Twelve
Bulletin Boards

Section 1: The employer shall provide space in the Fire Station for a Union bulletin board. All Union employees shall have access to the bulletin board.

Section 2: The space provided for the bulletin board shall be a location mutually agreed upon by the Union Officials and the Fire Chief.

Section 3: Responsibility falls upon the Union employees to check these notices. Rule changes, posting of positions, work assignments, seniority list, and so on will be posted on this board.

Article Thirteen
Probationary Period

Section 1: All new employees are considered probationary employees until a six (6) month period of employment is completed. During the probationary period a new employee may be discharged without cause and have no right of appeal. Such employees shall be subject to all other provisions of this contract.

Section 2: All newly promoted employees are considered probationary employees in rank until the completion of a six (6) month period in that rank.

Article Fourteen
Professional Licenses/Training

Section 1: All Full-Time employees will be required to maintain an EMT-Basic license as a condition of employment.

Section 2: EMS Training - A) The Town agrees to make available the state required CEHs for EMS license levels at the Basic, Advanced, and Paramedic level. In the event a management approved class is off duty the employee will be compensated at their appropriate overtime rate, and mileage from Clinton Fire if travel is necessary.

Section 3: EMS Incentive - Any Full-Time employee who obtains an EMT-Advanced or EMT-Paramedic license will be advanced to the appropriate pay grade upon obtaining and showing proof of such license to the Town.

Section 4: Full-Time employees shall obtain and maintain a current Emergency Vehicle Operation Course (EVOC) Certificate.

Section 5: Mandatory Training and/or Meetings - Full-Time employees shall receive a rate of time and one-half [1 1/2] pay for all “mandatory trainings and/or meetings” that is attended outside of regularly scheduled work hours [off-duty]. The Fire Chief and/or Town Manager may require employees to attend “mandatory trainings and/or meetings” during regularly scheduled working hours [on-duty]. The following shall be classified as “mandatory trainings and/or meetings”:

- a) Training that is required as a condition of employment, (e.g., EVOC, Bureau of Labor Standards mandated training, etc).
- c) Fire Department and/or Staff meetings required by the Fire Chief, Town Manager, or Town of Clinton.
- d) Any other off-duty activity that is attended per a directive of the Fire Chief and/or Town Manager.

Section 5: On-duty personnel shall only be utilized as instructors after every reasonable effort has been made to hire off-duty instructors.

Article Fifteen

Court Time

Section 1: Any employee, who is subpoenaed for testimony during their course of employment with the Town to attend court, depositions, arbitration hearings, or labor board hearings for job related; off-duty testimony will receive a minimum of two [2] hours of pay at the applicable rate plus an amount equal to that of the Town mileage rate from the fire station for such attendance. If the employee is required to stay in attendance for more than two [2] hours in anyone day, he will be paid at the applicable rate for the actual hours spent in attendance that day. If a fee is received for such attendance, it shall be given to the Town. This article covers only those circumstances where the employees' participation is solely for the benefit of the Town and/or is required as the result of the employees' duty to the Town.

Section 2: If an employee is on duty, the Fire Department shall cover the employee for the duration of court time to include; travel time to and from the Courthouse or any other facility where such hearings or proceedings are held.

Article Sixteen

Jury Duty

Section 1: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid regular wages while performing jury duties or jury services.

Section 2: An employee upon release from jury duty must report back to work if such release is during his working hours.

Article Seventeen
Bereavement Leave

Section 1: In the case of a death in the employee's immediate family, the employee may be granted a leave of absence with pay for the scheduled shifts falling within the period between the time of death and the day of the funeral, not to exceed Forty-Eight [48] hours (two full shifts). "Immediate Family" is defined as a spouse, domestic partner, child, brother, sister, brother/sister in-law, parent, parent in-law, daughter/son in-law, grandparents, grandchildren, step-parents, step-children. Other persons residing in the employee's household may, for the purpose of this section, also be considered as part of the immediate family. Relationships other than those defined shall be subject to the discretion of the Fire Chief with the concurrence of the Town Manager. In certain circumstances, the Fire Chief and/or Town Manager may allow more time to be used for Bereavement Leave on a case-by- case basis.

Section 2: Upon request to accommodate unique or special circumstances, the Fire Chief and/or Town Manager may allow additional time to be used for Bereavement Leave on a case-by-case basis. This could include, but is not limited to, out-of-state travel, services or interments at a later date, etc.

Article Eighteen
Wage Scale

Firefighter/EMS Provider (2023 to 6/30/2024)

Service	FF-1 EMT-B	FF-1&2 EMT-B	FF-1 EMT-A	FF-1&2 EMT-A	FF-1 EMT-P	FF-1&2 EMT-P
0-1 year	21.50	21.75	22.50	22.75	24.50	24.75
1-2 years	22.00	22.25	23.00	23.25	25.00	25.25
2-3 years	22.50	22.75	23.50	23.75	25.50	25.75
3-4 years	23.00	23.25	24.00	24.25	26.00	26.25
4-5 years	23.50	23.75	24.50	24.75	26.50	26.75
5-6 years	24.00	24.25	25.00	25.25	27.00	27.25
6-10 years	24.50	24.75	25.50	25.75	27.50	27.75
10-15 yrs.	25.50	25.75	26.50	26.75	28.50	28.75
15-20 yrs.	26.50	26.75	27.50	27.75	29.50	29.75
20 years +	27.50	27.75	28.50	28.75	30.50	30.75

*Wages will become effective upon execution of the agreement through June 30,2024

**Year 2 – July 1, 2024 to June 30, 2025 - All wages will be increased by a 3% COLA

***Year 3 – July 1, 2025 to June 30, 2026 - All wages will be increased by a 3% COLA

This reflects a twenty-five cent (\$.25) increase from FF-1 to FF 1&2 (left to right).

An additional one-dollar (\$1.00) increase from EMT-Basic to EMT-Advanced.

And a two dollar (\$2.00) increase from EMT-Advanced to EMT-Paramedic.

Also, a fifty-cent (\$.50) increase for each time in service step (top to bottom) up to ten (10) years of service.

Then, one-dollar (\$1.00) after ten (10) years of service, and an additional one-dollar (\$1.00) after 15 years of service, and one-dollar (\$1.00) after 20 years of service

Lieutenant must be FF 1 & 2 and have completed a minimum of 1 year service.

Increased by \$1.50 from a firefighter.

Captain must be FF 1 & 2 and have completed a minimum of 1 year service.

Increased by \$3.00 from a firefighter.

Article Eighteen
Wage Scale (continued)

Lieutenant/EMS Provider (2023 to 6/30/2024)

Service	FF-1&2 EMT-B	FF-1&2 EMT-A	FF-1&2 EMT-P
1-2 years	23.75	24.75	26.75
2-3 years	24.25	25.25	27.25
3-4 years	24.75	25.75	27.75
4-5 years	25.25	26.25	28.25
5-6 years	25.75	26.75	28.75
6-10 years	26.25	27.25	29.25
10-15 yrs.	27.25	28.25	30.25
15-20 yrs.	28.25	29.25	31.25
20 years +	29.25	30.25	32.25

Captain/EMS Provider (2023 to 6/30/2024)

Service	FF-1&2 EMT-B	FF-1&2 EMT-A	FF-1&2 EMT-P
1-2 years	25.25	26.25	28.25
2-3 years	25.75	26.75	28.75
3-4 years	26.25	27.25	29.25
4-5 years	26.75	27.75	29.75
5-6 years	27.25	28.25	30.25
6-10 years	27.75	28.75	30.75
10-15 yrs.	28.75	29.75	31.75
15-20 yrs.	29.75	30.75	32.75
20 years +	30.75	31.75	33.75

*Wages will become effective upon execution of the agreement through June 30,2024

**Year 2 – July 1, 2024 to June 30, 2025 - All wages will be increased by a 3% COLA

***Year 3 – July 1, 2025 to June 30, 2026 - All wages will be increased by a 3% COLA

Article 18
Wage Scale (continued)

Firefighter/EMS Provider (7/1/2024 to 6/30/2025)

Service	FF-1 EMT-B	FF-1&2 EMT-B	FF-1 EMT-A	FF-1&2 EMT-A	FF-1 EMT-P	FF-1&2 EMT-P
0-1 year	22.15	22.40	23.18	23.43	25.24	25.49
1-2 years	22.66	22.92	23.69	23.95	25.75	26.01
2-3 years	23.18	23.43	24.21	24.46	26.27	26.52
3-4 years	23.69	23.95	24.72	24.98	26.78	27.04
4-5 years	24.21	24.46	25.24	25.49	27.30	27.55
5-6 years	24.72	24.98	25.75	26.01	27.81	28.07
6-10 years	25.24	25.49	26.27	26.52	28.33	28.58
10-15 yrs.	26.27	26.52	27.30	27.55	29.36	29.61
15-20 yrs.	27.30	27.55	28.33	28.58	30.39	30.64
20 years +	28.33	28.58	29.36	29.61	31.42	31.67

Article 18
Wage Scale (continued)

Lieutenant/EMS Provider (7/1/2024 to 6/30/2025)

Service	FF-1&2 EMT-B	FF-1&2 EMT-A	FF-1&2 EMT-P
1-2 years	24.46	25.49	27.55
2-3 years	24.98	26.01	28.07
3-4 years	25.49	26.52	28.58
4-5 years	26.01	27.04	29.10
5-6 years	26.52	27.55	29.61
6-10 years	27.04	28.07	30.13
10-15 yrs.	28.07	29.10	31.16
15-20 yrs.	29.10	30.13	32.19
20 years +	30.13	31.16	33.22

Captain/EMS Provider (7/1/2024 to 6/30/2025)

Service	FF-1&2 EMT-B	FF-1&2 EMT-A	FF-1&2 EMT-P
1-2 years	26.01	27.04	29.10
2-3 years	26.52	27.55	29.61
3-4 years	27.04	28.07	30.13
4-5 years	27.55	28.58	30.64
5-6 years	28.07	29.10	31.16
6-10 years	28.58	29.61	31.67
10-15 yrs.	29.61	30.64	32.70
15-20 yrs.	30.64	31.67	33.73
20 years +	31.67	32.70	34.76

Article 18
Wage Scale (continued)

Firefighter/EMS Provider (7/1/2025 to 6/30/2026)

Service	FF-1 EMT-B	FF-1&2 EMT-B	FF-1 EMT-A	FF-1&2 EMT-A	FF-1 EMT-P	FF-1&2 EMT-P
0-1 year	22.81	23.07	23.88	24.13	26.00	26.25
1-2 years	23.34	23.61	24.40	24.67	26.52	26.79
2-3 years	23.88	24.13	24.94	25.19	27.06	27.32
3-4 years	24.40	24.67	25.46	25.73	27.58	27.85
4-5 years	24.94	25.19	26.00	26.25	28.12	28.38
5-6 years	25.46	25.73	26.52	26.79	28.64	28.91
6-10 years	26.00	26.25	27.06	27.32	29.18	29.44
10-15 yrs.	27.06	27.32	28.12	28.38	30.24	30.50
15-20 yrs.	28.12	28.38	29.18	29.44	31.30	31.56
20 years +	29.18	29.44	30.24	30.50	32.36	32.62

Article 18
Wage Scale (continued)

Lieutenant/EMS Provider (7/1/2025 to 6/30/2026)

Service	FF-1&2 EMT-B	FF-1&2 EMT-A	FF-1&2 EMT-P
1-2 years	25.19	26.25	28.38
2-3 years	25.73	26.79	28.91
3-4 years	26.25	27.32	29.44
4-5 years	26.79	27.85	29.97
5-6 years	27.32	28.38	30.50
6-10 years	27.85	28.91	31.03
10-15 yrs.	28.91	29.97	32.09
15-20 yrs.	29.97	31.03	33.16
20 years +	31.03	32.09	34.22

Captain/EMS Provider (7/1/2025 to 6/30/2026)

Service	FF-1&2 EMT-B	FF-1&2 EMT-A	FF-1&2 EMT-P
1-2 years	26.79	27.85	29.97
2-3 years	27.32	28.38	30.50
3-4 years	27.85	28.91	31.03
4-5 years	28.38	29.44	31.56
5-6 years	28.91	29.97	32.09
6-10 years	29.44	30.50	32.62
10-15 yrs.	30.50	31.56	33.68
15-20 yrs.	31.56	32.62	34.74
20 years +	32.62	33.68	35.80

Article Nineteen Grievance Procedure

Section 1: The purpose of the grievance procedure shall be to settle Firefighter and/or Union grievances on as low an administration level as possible, so as to ensure efficiency and maintain morale within the Fire Department.

Section 2: A grievance shall be considered to be a Firefighter and/or Union complaint concerned with:

- a. Discharge, suspension or other disciplinary action.
- b. Interpretation and application of Fire Department Rules and Regulations.
- c. Alleged violation of any of the terms of this Agreement; and
- d. Any condition of employment.

Section 3: The aggrieved Firefighter and/or Union shall, within twenty-one (21) calendar days after the occurrence of the complaint, or knowledge thereof, present the grievance in writing to the President of the Union, or their designee. The President of the Union or their designee will notify the Chief or their designee verbally or in writing within forty-eight (48) hours of submission of the grievance that a grievance has been filed. The President of the Union or their designee shall, within twenty-one (21) days after receipt thereof, submit the grievance in writing to the Chief. The Chief shall meet with the concerned party or parties and shall render their decision within twenty-one (21) days of their receipt of the grievance. If the grievance is still not settled, the Union or Firefighter shall present the grievance to the Town Manager or their designee within twenty-one (21) days of the Chief's response.

Section 4: The Town Manager or designee shall, within twenty-one (21) days after receipt of the grievance, submit their decision in writing to the President of the Union, Vice President, Secretary, Treasurer or Grievance Committee Chairman.

Section 5: Any grievance which has been properly processed through the grievance procedure set forth above and has not been settled at the conclusion thereof may be appealed to arbitration by the Union serving written notice of its intention to appeal upon the Town Manager or designee within twenty-one (21) days after receipt of the decision of the Town Manager or designee. The only grievances which may be taken to binding arbitration are disputes between the parties as to the meaning or application of the specific terms of the collective bargaining agreement.

Section 6: In the event a grievance is appealed to arbitration as provided in the foregoing section, the parties shall agree upon a single neutral arbitrator or either party may request the American Arbitration Association to assign an arbitrator. In the alternative, the parties may mutually agree to use the Maine Board of Arbitration and Conciliation (MBAC). The request to the AAA or MBAC must be made within thirty (30) days of the receipt of the decision of the Town Manager or designee. The arbitration shall be in accordance with the Rules of the American Arbitration Association or the Maine Board of Arbitration and Conciliation. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. The arbitrator shall

be requested to issue their decision within thirty (30) days after the conclusion of the testimony and argument. Their decision shall be final and binding upon the parties thereto although subject to appeal to the Maine Superior Court and Maine Supreme Judicial Court.

Section 7: The expenses of the arbitrator and the arbitration proceedings shall be shared equally by the Town and Union. Firefighter witnesses called by the Town shall be reimbursed by the Town for any loss of normal working time; if called by the Union, the Union will reimburse Firefighter witnesses for all loss of normal working time. The fees and expenses of counsel retained by either party shall be borne by that party. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it makes a copy available to the arbitrator without charge.

Section 8: Time limits may extend by mutual written agreement. Any grievance not submitted within the time limits mentioned above will be considered waived. If any time limitation contained in this Article expires on a non-business day for Town administration, the time limit shall be extended until the next business day.

Article Twenty
Holidays

Section 1: The following Thirteen [13] holidays will be recognized and shall be paid in the pay period that the actual holiday occurs.

- *New Year's Day***
- Martin Luther King Day**
- President's Day**
- Patriot's Day**
- Memorial Day**
- Juneteenth Day**
- *Independence Day (4th of July) ***
- Labor Day**
- Columbus/Indigenous Peoples Day**
- Veteran's Day**
- *Thanksgiving Day***
- Friday after Thanksgiving**
- *Christmas Day***

Section 2: Holiday pay shall be paid at the employee's regular rate of pay for Ten [10] hours for each holiday on the actual date of the holiday (not the day observed by other Town employees).

Section 3: Full time employees that actually work on the days of *Independence Day, *Thanksgiving Day, *Christmas Day and *New Year's Day shall be paid at a rate of one and one half [1 1/2] times their regular hourly rate for the hours worked on the actual holiday (not the day observed by other Town employees). Example: The Full-time employee working the shift prior to Christmas Day (December 24/25) will be paid at a rate of one and one half [1 1/2] times their regular hourly rate from midnight to 07:00 Christmas morning (December 25). The employee working Christmas Day will be paid at a rate of one and one half [1 1/2] times their regular hourly rate from 07:00 to midnight on December 25.

Article Twenty-One

Vacations

Section 1: All full-time employees covered by this agreement shall be entitled to the following paid vacation:

1. After the completion of one [1] year of service to the completion of five [5] continuous years of service - 96 hours (2 weeks).
2. After the completion of five [5] years of service to the completion of ten [10] continuous years of service - 144 hours (3 weeks).
3. After the completion of ten [10] years of service to the completion of fifteen [15] continuous years of service - 192 hours (4 weeks).
4. After the completion of fifteen [15] years of service to the completion of twenty [20] continuous years of service - 216 hours (4 ½ weeks).
5. After the completion of twenty [20] years of continuous service - 240 hours (5 weeks).

Section 2: Completion of a year shall be defined as twelve [12] months after the employee's anniversary date (date of full-time hire).

Section 3: Vacation time for full-time employees shall accrue on their anniversary date each year. Vacation time must be taken within one [1] year after the anniversary date on which it is accrued. A maximum of forty-eight [48] hours of vacation time may be carried forward with written approval of the Fire Chief and/or Town Manager.

Section 4: Vacation shall be taken in blocks of 24 hours. Requests for 48-hour consecutive blocks shall have preference over 24-hour requests. In the event more than one employee requests the same day, preference will be given to the senior employee (or the employee requesting 48 consecutive hours). A vacation day(s) will take effect at 07:00 hours the morning after your last shift worked, therefore making you unavailable for overtime prior to your vacation day(s), and the days following until you return to your regular scheduled shift. If you want to be available for overtime, you must notify the Fire Chief or their designee that you want to be considered for overtime during your vacation.

Section 5: Employees are encouraged to use their accrued vacation time. Unused vacation time may be "bought out" at the end of the year in which it is accrued providing that the employee has used at least forty-eight [48] hours of consecutive time during the year, and the employee has unused time that would otherwise be forfeited at the end of the year.

Section 6: In the event an employee chooses to cancel a vacation day or days, they must submit their cancellation request in writing to the Fire Chief and/or the Town Manager before the scheduled vacation day or days. The Fire Chief and/or Town Manager may deny the request to cancel a vacation if the shift has already been assigned to another employee.

Section 7: All employees of the Fire Department covered by this Agreement shall be entitled to retain their requested vacation time when a change of shift takes place.

Section 8: All accrued vacation time shall be paid upon separation from service. Payment shall be made at the employee's regular rate of pay as of the date of separation.

Article Twenty-Two Uniforms and Safety Equipment

Section 1: The Town shall pay the cost of initial acquisition of uniforms for Full-time employees covered by this agreement. The following shall be furnished as soon as reasonably possible but not longer than 30 days from date of hire:

Three [3] Pairs of Navy bottoms, two [2] Pants and one [1] Shorts
Three [3] T-Shirts with Clinton Fire Department Logo including IAFF Local 5412
Three [3] Class B uniforms tops with Embroidery. one [1] long-sleeve, two [2] short sleeve
One [1] Job shirt with Clinton Fire Department Logo including IAFF Local 5412,
One [1] Black belt
One [1] Pair of Station Boots
One [1] Full set of forestry gear (top, bottoms, boots, gloves and helmet)
One [1] Firefighters Bell Cap with Badge
One [1] Baseball Cap
One [1] Winter Hat
One [1] Three Season Jacket

Section 2: In the month of July each year the uniforms listed in Section 1 shall be inventoried, inspected, and replaced by the Town if necessary. At any time during the year if any part of the uniform becomes damaged and not serviceable, it shall be replaced by the Town.

Section 3: Station duty shorts may be worn between May 1st and October 1st.

Section 4: All items listed in Section 1 are considered to be the property of the Town of Clinton and shall be returned to the Town upon separation from employment. The Fire Chief and/or Town Manager at their discretion may allow an employee to keep some items at separation. The Town has the right to hold the last paycheck upon separation until all items have been returned and are accounted for.

Section 5: If the Full-time employees are required by the Town to purchase Full Class A Uniforms, the cost of said uniform shall be borne by the Town.

Section 6: Only issued uniforms will be worn while on duty. If changes to the standard uniform are requested by an employee and are approved by the Union and the Fire Chief, then said approved changes shall be borne by the employee unless mutually agreed by the parties to be included in Section 1.

Section 7: Members of IAFF Local 5412 shall be allowed to wear IAFF sewn on patches on the left shoulder of outerwear coats, job shirts, fleeces, and Class B uniform's both short and long sleeves. In turn, the Clinton Fire Department patch will be worn on the right shoulder of outerwear coats, and Class B uniforms both short and long sleeve.

Section 8: The Town shall pay the cost of acquisition and replacement due to damage and excessive use of fire protection equipment. The Town shall provide items in accordance with Maine State Law and NFPA regulations, as follows: NFPA 1971 applies to the following

equipment: Body Protection, Hand Protection, Head, Eye and Face Protection, Foot and Leg Protection. The above issued equipment shall be returned to the Fire Chief and/or Town Manager upon separation of employment with the Town of Clinton. The Town has the right to hold the last paycheck upon separation until all items have been returned and are accounted for.

Section 9: Members of IAFF Local 5412, when reporting for duty shall be clean, clothes and uniform will be neat and well-pressed, shoes/boots will be clean and shined, hair neat, and be clean shaven with the exception of well-groomed mustaches. The Fire Chief, Fire Officer in charge, or Town Manager may inspect members prior to the commencement of the shift. Any member in violation may be relieved of their duties, without pay, until the violations are corrected.

Article Twenty-Three **Seniority**

Section 1: The Town shall establish a permanent seniority list, and it shall be verified on the first day of January of each year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of the same sent to the Secretary of the Union. Any objection to the seniority list, as posted, must be reported to the Fire Chief and/or the Town Manager, and the Union within thirty (30) days from the date posted or it shall stand as accepted.

Section 2: Seniority shall be established as of the last date of permanent hire, within the unit, and shall not include any previous employment with the City.

Section 3: If two or more employees are hired on the same date, seniority will be determined by the order of hiring.

Article Twenty-Four **Layoff & Recall**

Section 1: In the event the Town determines it is necessary to lay off personnel in the department, all temporary/per diem employees will be laid-off before full-time employees. Full-time employees shall be laid off in reverse order of their length of service. After such a layoff, those employees with the greatest length of service shall be recalled first. In addition, after such a layoff, no new employees, temporary, per diem, permanent, or otherwise, shall be hired by the Town for employment as a Firefighter or EMS provider, as defined in this Agreement, until all previously laid-off employees have been given a written notice by registered mail of an opportunity to return to work. Any employee on lay off must respond within ten (10) calendar days after being contacted as to whether or not they will return to work; said employee shall have fourteen (14) days after responding to said notice to commence work.

Section 2: It shall be the duty of any laid-off employee to keep the Town apprised of their address for the purpose of notification pursuant to this Article.

Section 3: Demotions: In the event the Town determines it is necessary to demote an officer or officers to effectuate a reduction in the size of the officer corps, the demotions shall be made in reverse order of seniority as determined by time in grade. The officer seniority of a Captain demoted to Lieutenant shall be determined as though they had been a Lieutenant from the date of their first appointment as an officer.

a. Demoted officers shall be reinstated to grade in reverse order of demotion at the earliest opportunity and no new appointments to the officer corps shall be made until all demoted officers have been reinstated to their former grade.

b. Any officer laid off pursuant to paragraph one, supra, shall not be subject to these provisions until they are recalled.

Article Twenty-Five **Residency**

There shall be no residency requirements for full-time employees covered under this agreement.

Article Twenty-Six **Retirement**

Section 1: The Town of Clinton is a member of the Maine Public Employees Retirement System Plan. The Town has also entered into an agreement with the Social Security Administration, which makes it mandatory for the Town and its employees to make contributions to Social Security and Medicare. All employees have the option of joining the Maine Public Employees Retirement System Plan. The Town has enrolled in the following plan through The Maine Public Employees Retirement System:

Special Plan 3C with COLA – Employees and the Town contribute at a rate set by the Maine Public Employees Retirement System annually. This plan allows an employee to retire with benefits after twenty-five (25) years of service with no age limit and collect two-thirds (2/3) of their annual final compensation.

Section 2: The Town offers to all full-time employees covered by this agreement a Section 457 (Simple IRA) plan under which the Town agrees to pay a maximum of three percent (3%) of the employee's annual gross salary as a match to the employee's contribution.

Article Twenty-Seven **Call Backs & Special Details**

Section 1: In the event that a full-time employee is called back outside of their regular shift, they shall be paid a minimum of two (2) hours' pay. Said pay shall be calculated at the rate of time and one half (1 ½). In the event an employee is required to work any period beyond and in excess of the two (2) hour period, he or she will be paid time and one half (1 ½) in increments of

one (1) hour. Additional hours will accrue beginning at the one-quarter hour mark of each additional hour. Employees will be released as soon as the call is completed, and the equipment is back in service.

Section 2: In the event that a full-time employee is called back outside of their regular shift for a non-emergency transfer, they shall be paid a minimum of four (4) hours' pay. Said pay shall be calculated at the rate of time and one half (1 ½). In the event an employee is required to work any period beyond and in excess of the four (4) hour period, he or she will be paid time and one half (1 ½) in increments of one (1) hour. Additional hours will accrue beginning at the one-quarter hour mark of each additional hour. Employees will be released as soon as the call is completed, and the equipment is back in service.

Section 3: Any full-time employee who reports for a special detail outside of their regular scheduled shift shall be paid a minimum of four (4) hours of overtime at their overtime rate. Special details are considered to be reimbursable wages for which the Town bills an outside entity for the employee's time. Special details shall be posted for a period of not less than ten (10) days when possible. Employees will be released as soon as the detail is completed, and the equipment is back in service.

- a) If a detail is not able to be filled by off duty employees, the on-duty crew may, at the direction of the Fire Chief cover the detail. While covering a special detail, the on-duty crew shall treat emergency calls with priority over the special detail and will respond accordingly. The on-duty crew shall be paid at their overtime rate while covering the detail.

Article Twenty-Eight **Emergency Leave**

Any employee covered by this agreement shall be permitted to leave immediately (without loss of pay) on account of any emergency concerning their home or their family upon giving notice to the Fire Chief and/or Town Manager or their designee, provided that they report within an hour after taking leave the amount of time that will be required to attend to the emergency. Additional time if needed may be charged to Paid Time Off or Vacation time.

Article Twenty-Nine **Union Duties & Meetings**

Section 1: The Town shall allow members of Local 5412 to hold a monthly union meeting on the second (2nd) Monday of each month at 6:00p.m. at the Clinton Fire Station. Additional meetings may be held with the permission of the Fire Chief and/or Town Manager, permission for which shall not be unreasonably withheld. Meetings shall not in any way interfere with the operation of the Fire Department.

Section 2: The Union officials shall be permitted to conduct Union business from the Fire Station, as long as it does not interfere with the operation of the Fire Department. Any meeting

that requires a recognized union committee, subcommittee, or group to officially meet shall require the permission of the Fire Chief and/or Town Manager. Such permission shall not be unreasonably withheld.

Section 3: All employees covered by this Agreement who are officers of Local 5412 shall be allowed time off for official Union business with the Fire Chief and/or Town Manager, upon appointment, with pay and without the requirement to make up said time, if there is sufficient staffing available to cover for said employee as determined by the Fire Chief, and as long as it does not involve the hiring of additional personnel.

Section 4: Any Officer of Local 5412 shall be allowed time off, with pay, for attendance at any regional or national meeting sanctioned by the International Association of Firefighters, the Professional Firefighters of Maine, or the Maine AFL-CIO. Only one Union Officer shall be allowed time off, with pay, at any time. The total time off shall not exceed three twenty-four (24) hour shifts per calendar year.

Section 5: The Union agrees to provide the Town with a list of the current officers of Local 5412 and members of the Grievance Committee. The list will be provided within 10 days of any elections or replacements of vacant positions.

Article Thirty **Swaps & Substitutions**

Section 1: Full-time employees shall be allowed to “swap” regular scheduled shifts with other Full-time employees.

Section 2: Swaps shall be documented by the employee requesting the swap (originally scheduled to be on duty), signed by both employees, recorded in the “Swap Book”, and posted on the bulletin board along with the regular schedule. (see attached “Swap Slip” Exhibit D). In the event that either employee is unavailable to sign the slip before the shift, an email exchange will be allowed as long as both employees respond, and the Fire Chief is included. As soon as reasonably possible a “Swap Slip” will be filled out, signed, and recorded.

Section 3: The Fire Chief will be notified of all swaps in advance of the shift being covered.

Section 4: Swaps will not be allowed for overtime shifts or scheduled details.

Section 5: A partial shift swap (or stand-by) will be allowed and will fall under all of the rules and provisions above.

Article Thirty-One **Maintenance of Benefits**

It is mutually agreed that all existing Working Conditions, MOUs, Grievance Settlements, Personnel Policies, SOG's, SOP's and other matters affecting the general working conditions or conditions of employment affecting the parties and which are not covered by this Agreement shall remain in full force and effect throughout the duration of this agreement.

Article Thirty-Two **Disciplinary Proceedings**

Section 1: Disciplinary Action is a tool to help an employee improve their performance and behavior that does not meet the expectations of the Clinton Fire Department, and to address a violation of policy. Employees will only be disciplined or discharged for just cause.

Section 2: Corrective Action (non-disciplinary) positive and constructive supervisory tool. (Full-time Lieutenant, Full-time Captain, or Fire Chief)

- a. Counseling Session
- b. Oral Reprimand (Documented in writing)

Section 3: Types of Disciplinary Action. Disciplinary action shall include the following, but not necessarily in order, depending on the severity of the circumstances.

- a. Written Reprimand (Fire Chief)
- b. Suspension (Notice to be given in writing) (Fire Chief)
- c. Demotion (Notice to be given in writing including reason(s))(Fire Chief)
- d. Termination (Notice to be given in writing including reason(s))(Fire Chief)

Section 4: Written Reprimands and Suspensions shall state the reason(s) for disciplinary action and goals for improvement.

Section 5: Disciplinary Action in Private. If the Town has reason to take disciplinary action against an employee, it shall be done in a manner that will not embarrass the employee or the Town in the presence of other employees.

Section 6: Notice. Should the Town either suspend, demote, or discharge an employee, the Town shall notify the Union in writing (email is acceptable) as soon as reasonably possible, but no later than Forty-Eight (48) hours.

Section 7: Administrative Leave. If the Town believes that the possibility exists that serious disciplinary action (Suspension or Discharge) may occur, then the Town, at its discretion, may

place the employee on paid or unpaid administrative leave, pending the outcome of any necessary investigative proceeding.

Section 8: Appeals. An employee may appeal disciplinary action through the Grievance Procedure contained within this Agreement.

Article Thirty-Three **Labor - Management Partnership Committee**

Section 1: The parties agree to establish and maintain a "Labor/Management Partnership Committee" that will open a new era where the Union, the Town, the Fire Department and all Clinton Fire Department employees shall work together to create a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever-changing needs of the Fire Department and the Town of Clinton.

Section 2: The purpose of this Committee is to assist in developing a quality Labor Management relationship between the parties. The Committee is designed to provide a means for allowing the Town, the Fire Department and the Union to become full partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees.

To this end, the parties will create a Memorandum of Understanding that will govern how the parties will establish, maintain, and implement the intent and spirit of this article. (Exhibit C)

Article Thirty-Four **Health Insurance**

Section 1: The Town agrees to make health insurance through Maine Municipal Employee Health Trust (MMEHT) available to all Full-time employees.

Section 2: The MMEHT plan currently offered to Full-time employees is the POS-C plan and the Town covers 100% of the premium for the employee only.

Section 3: Full-time employees covered by this agreement may "opt out" of the Town's Health Insurance provided they meet the qualifications of the "HEALTH INSURANCE OPT-OUT POLICY" Dated September 14, 2021 (see Exhibit B). Those qualifying employees will be reimbursed 33% of the cost of the premium.

Section 4: The Union recognizes that the Town is exploring different options and plans through MMEHT to help reduce the cost of health insurance as well as options to be able to cover spouses, dependents, families, etc. and possibly a Health Reimbursement Account. The Union agrees to openly explore all of the options available and will negotiate new plans in good faith.

The Town agrees not to reduce the current amount that they are currently paying for employee premiums unless mutually agreed by the parties.

Section 5: The parties agree that negotiations with health insurance plans will be ongoing during the term of this agreement, or until the parties agree on a new plan or plans.

Article Thirty-Five **Overtime Shifts and Scheduling**

Section 1: The Parties agree that the Union will maintain the overtime list and will offer and assign shifts as needed.

Section 2: Overtime shifts will be offered and/or assigned to qualified members on a rotation based on hours worked outside of the regular schedule. The member with the least number of hours will be offered the open shift provided they are qualified for the vacancy they will be filling.

Section 3: Members that are offered a shift and/or assignment that they refuse to cover will have those hours recorded as though they worked them. Members on vacation (previously recorded) may be offered the shift but will not be penalized for not taking it. Members that have been out sick that week will also not be penalized for not taking the shift.

Section 4: In the event a need to fill a vacant shift occurs, every attempt possible will be made to fill it at the earliest opportunity, if no one agrees to take the open shift it may be assigned to the member with the least number of hours. If the shift needs to be assigned it must be done so no less than fourteen (14) days prior to the vacant shift.

Section 5: Every attempt will be made to fill Full-time vacant shifts with other Full-time members, in the event a shift is not able to be filled by a Full-time member, and it has been offered to all Full-time members, it may be offered to a Per Diem employee. Once the shift has been filled by a Per Diem employee it will be considered covered and will no longer be available to Full-time members.

Section 6: Vacant shifts may be split into twelve (12) blocks (7:00 am to 7:00 pm, and 7:00 pm to 7:00 am the next day).

Article Thirty-Six **Savings Clause**

Section 1: 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.

Section 2: If any provision of this Agreement shall be contrary to any ordinance, rule or regulation of the Town of Clinton, the language of the contract shall control.

Section 3: If there is any change in the laws of the United States or the State of Maine which affects the terms and conditions of this contract, either party to this Agreement may request, by thirty (30) days written notice, discussions concerning modifications or amendments to this Agreement related to said change in said laws. If the change in said law does not invalidate any provision of this Agreement, the parties shall not be required to modify or amend this contract.

Article Thirty-Seven **Indemnification**

The Town agrees to defend, indemnify, and save harmless the Firefighters from civil liability for accidental injury to third parties or their property while in the performance of the Firefighters official duties, subject to the limitations of the Maine Tort Claims Act.

Article Thirty-Eight **Annual Performance Evaluation**

The parties agree that employees should have a performance evaluation annually on or around their employment anniversary date. The purpose of this evaluation is to identify employees' progress, strengths, and weaknesses, and plans to improve and grow moving forward. It is also an opportunity for the employee to reflect upon themselves and identify goals for the future.

Annual Performance Evaluations should be a tool used for improvement, advancement, and growth of an employee and not be used as a disciplinary tool.

To this end the parties agree that this is a work in progress and the Labor Management Committee will work on a mutually acceptable evaluation form and process collectively.

Article Thirty-Nine **Promotional Process**

The parties agree that the Clinton Fire and Rescue Department will more than likely see growth and expansion in the coming years. As the Department progresses and the need for more Full-time Firefighter/EMS providers grows, there will be a need for supervisory positions within the crews.

To this end the parties agree that this is a work in progress and the Labor Management Committee will work on a mutually acceptable process in which promotions from Firefighter to Lieutenant and Lieutenant to Captain will be carried out. This could include but may not be limited to: seniority, performance evaluations, qualifications, written tests, interviews, and so on.

Article Forty
Temporary Service Out of Rank

Section 1: Full-time employees who serve temporarily in a higher rank shall be compensated at the rates established for the higher rank for those hours serving in that rank.

Section 2: For the purposes of this article, temporary service in a higher rank means Firefighter to Lieutenant, or Lieutenant to Captain. For pay purposes, employees will receive the pay rate of the higher-ranking position to which they are assigned.

Article Forty-One
Educational Incentives

Section 1: Educational Incentives for Associate Degree (60 hr. program) will be twenty-nine cents per hour (.29/hr), Bachelor's Degree will be thirty-eight cents per hour (.38/hr), and Masters Degree will be forty-three cents per hour (.43/hr). These incentives are not cumulative.

Section 2: Educational incentives for Fire Science/Fire Administration Associate Degree (60 hour program) will be thirty five (.35/hr), Bachelor's Degree will be forty three (.43/hour), and Masters Degree will be forty eight (.48/hr). These incentives are not cumulative.

Article Forty-Two
"On Call" Coverage

Section 1: Full-time employees may sign up for overnight "On Call" coverage.

Section 2: "On Call" coverage will be from 19:00 (7:00 pm) until 07:00 (7:00 am) the next morning. Employees must be in the town of Clinton and readily available to respond to ANY and ALL calls. Employees that live outside of Clinton may stay at the Clinton Fire Station.

Section 3: Full-time employees that cover "On Call" shifts will not be required to do any other duties other than be available to respond to calls.

Section 4: Full-time employees that cover "On Call" shifts will be paid a stipend of One-Hundred Dollars (\$100.00) for each night they cover. If/when they respond to an emergency call, they will be compensated at the rates outlined in Article 27 (Call Backs & Special Details), Sections 1 and 2.

Section 5: Hours covering "On Call" time will not be added to hours worked for the calculations of overtime.

Article Forty-Three

Earned Paid Leave

Section 1: For the purposes of this article “sick leave” shall be charged as Earned Paid Leave (EPL).

Section 2: Any full-time employee shall accrue Earned Paid Leave (EPL) on the basis of fourteen (14) hours for each full month employed, accumulative to 1440 hours.

Section 3: All full-time employees are required to stay home when they are sick. In a post pandemic environment, it is paramount employees and department heads self-enforce this policy to protect coworkers and the public from contagious viruses, colds and flues. Willful disregard for this policy may be a disciplinary offense up to and including possible dismissal.

Section 4: To obtain EPL, an employee shall be required to notify his or her department head of the absence. A two hour (2) prior notice is required from Fire Department/EMS employees. When a period of absence extends beyond the date given by the employee during his initial call, he shall notify his supervisor of the new date he expects to return to work and continue to do so until he returns to work. Failure to do so may constitute unauthorized absence. Oral requests for EPL for medical, dental, or optical examination or treatment shall be submitted in advance of the date of the scheduled appointment for such examination or treatment.

Section 5: Accumulated EPL can be transferred to another employee who has used all the accrued EPL days available to the recipient employee. The reason for the transfer of time must be for a long-term situation such as a catastrophic or terminal illness or accident resulting in long term unavailability for work. Should an employee wish to give one or more sick days (or a certain number of hours) to a fellow employee, it is on a voluntary basis. Days (hours) transferred to a fellow employee must come from accrued EPL. Requests to transfer EPL time must be in writing and given to the Personnel/Human Resource Director.

Section 6: Upon separation, a full-time employee is entitled to be paid for one-third (1/3) of the total unused EPL, to a maximum of three hundred (300) hours. The amount of payment shall be calculated based on the employee's straight time hourly rate of pay on the date of separation. Employees who are terminated for cause shall not be eligible for payment of unused EPL. Up to 720 hours of uncompensated EPL may be applied towards service credit with the Maine Public Employees Retirement System (MPERS).

Section 7: When an employee is absent for more than three (3) consecutive days, the employee may be required to furnish a signed certificate from a physician stating that the employee may return to work. If at any time during a period of approved EPL, the Fire Chief has cause to doubt the validity of the employee's claim of incapacitation, the Fire Chief shall notify the employee orally or in writing that the doubt exists, the reason for the doubt, and that unless a satisfactory explanation and/or appropriate medical certification is received within a reasonable time, the employee's absence may be unpaid.

Section 8: When an employee returns to work they are encouraged to fill out and sign the Employee Earned Paid Leave Certification form (Exhibit A). An employee that completes the form and submits it to the Fire Chief following an absence will be considered excused.

Article Forty-Four **Lateral Entry**

Section 1: The parties agree that there is a benefit to the Clinton Fire and Rescue Dept. to hire Full-time employees with prior career/full-time Fire and/or EMS experience.

Section 2: New Full-time employees may be started at a higher rate of pay only if they have prior career/full-time Fire and/or EMS experience.

Section 3: Based on the years of served as a career/full-time Firefighter and/or EMS provider the new employee may be brought in at a pay step equal to or less than the number of years served up to the 5–6-year step.

Section 4: New employees hired with prior experience of 10 years or more may be hired at the 5–6-year step and may be moved to the 10–15-year step upon completion of their (1st) first year with Clinton Fire and Rescue.

Section 5: New employees hired with prior experience of 15 years or more may be hired at the 5–6-year step and may be moved to the 10–15-year step upon completion of their first (1st) year with Clinton Fire and Rescue. Upon completion of their second (2nd) year they may be moved to the 15–20-year step.

Section 6: New employees hired with prior experience of 20 years or more may be hired at the 5–6-year step and may be moved to the 10–15-year step upon completion of their first (1st) year with Clinton Fire and Rescue. Upon completion of their second (2nd) year they may be moved to the 15–20-year step. Upon completion of their third (3rd) year they may be moved to the 20-year step.

Section 7: Once an employee is moved to the next pay step, they will be considered to have that many years of service with Clinton Fire and Rescue Dept. for pay purposes only.

Section 8: Whenever a new employee is hired at a higher pay step, or a current employee with prior full time/career experience is moved to a higher step on their anniversary, the Union shall be consulted however the Fire Chief will have the final say.

Article Forty-Five
Duration

Section 1: This contract shall be effective from this date (below) through June 30, 2026. 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 above herein provided, the parties hereto specifically agree that the present contract shall remain in force and effect until a new contract shall have been negotiated.

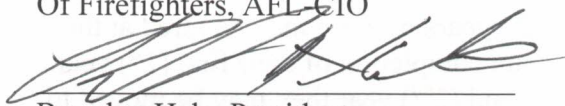
Section 2: The parties have hereby caused their names to be subscribed by their duly authorized representatives as of the day and year written below.

Section 3: The execution of this agreement shall serve as the required 120-day notice to negotiate a successor agreement.

Section 4: The Town shall furnish the Union Members with copies of this Collective Bargaining Agreement within thirty [30] days after the signing of this Agreement. The Town also agrees to provide the Union with the Agreement in an electronic format.

Dated at Clinton, Maine this 9th day of January, 2024.

CLINTON PROFESSIONAL FIREFIGHTERS
Local 5412, International Association
Of Firefighters, AFL-CIO



Brandon Hale, President

TOWN OF CLINTON, MAINE

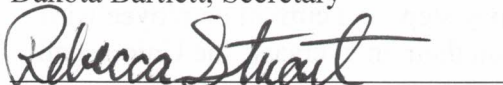


John Bellino, Town Manager

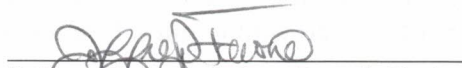
Tim Dow, Treasurer



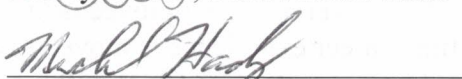
Dakota Bartlett, Secretary



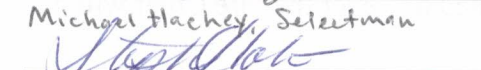
Travis Leary, Fire Chief



Jeffrey Towne, Select Board Chair



Michael Hachey, Selectman



Stephen Hatch, Selectman

Exhibit A

Clinton Fire & Rescue

Employee Earned Paid Leave Certification

I _____ hereby certify that on the _____ day(s) of _____, 20_____, I was absent from work because of medical reason(s) as permitted by the union contract / personnel rules and regulations.

Dated: _____

Name: _____

Exhibit B
Clinton Fire and Rescue Department

Health Insurance Opt-Out Policy (Dated September 14, 2021)
(see scanned copy)



EXHIBIT B

Town of Clinton

HEALTH INSURANCE OPT-OUT POLICY

PURPOSE: A health insurance opt-out policy creates a financial incentive for full time employees to decline the group health coverage offered by the Town of Clinton through Maine Municipal Employee Health Trust as long as the employee can demonstrate they are covered under another group, a private plan or Medicare.


QUALIFICATION: Full-time employees are provided 100% of their health insurance premium through the Maine Municipal Employee Health Trust, (MMEHT) therefore, only full time employees qualify for the opt-out policy.

OPT-OUT STIPEND: The full time employee shall receive an Opt-Out stipend in each bi-weekly payroll equal to a percentage of the annual health insurance premium approved by the Board of Selectmen.

Clinton Board of Selectmen:

Date: September 14, 2021


Jeffrey Towne, Chairman


Stephen Hatch, Vice Chairman


Michael Hachey


Brian Bickford

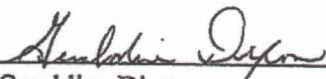

Geraldine Dixon

Exhibit C
Clinton Fire and Rescue Department

Memorandum of Understanding
LABOR ~ MANAGEMENT PARTNERSHIP COMMITTEE

Section 1: The purpose of this Committee is to assist in developing a quality Labor-Management relationship between the Parties. The Committee is designed to provide a means for the Town and the Union to become full Partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Clinton Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees. To this end, the Parties have agreed to establish and maintain a set of meeting rules for conducting the business of their Labor-Management Partnership Committee.

Section 1: **The goals and objectives of this Committee are as follows:**

- To further the Fire Department's Mission by using the Brainstorming Process
- Foster a more productive and cost-effective service to the citizens of Clinton.
- Promote better morale among all Fire Department employees.
- Enhance the working conditions for all Fire Department employees.

Section 2: **Committee Structure and Conduct:** The LMC shall consist of three [3] Union Representatives [as determined by the Union] and three [3] Representatives from the Town [as determined by the Town]. Nothing in this agreement will restrict the parties from expanding its size by inviting other Department Heads and/or other jurisdictions to assist the committee in meeting its goals and objectives.

The Committee shall also have the authority to appoint sub-committees and/or working groups, either standing or temporary, to assist in addressing any of the matters properly raised to the committee and/or to carry out its purpose. The committees established as part of the parties collective bargaining agreement will become subcommittees under the Labor-Management Partnership Committee, they include the following:

- Health & Safety Committee
- IT Committee
- Standard Operating Procedures Committee
- EMS Committee

- Others to be created by the LMC as needed.

In addition, at the request of one or more of the committee members, subject matter experts or other persons may be requested to attend meetings to offer advice and/or information on specific subjects.

All committee members, technical experts, sub-committees and working groups will demonstrate teamwork and cooperation. They will, at all times, keep all matters discussed confidential until the minutes of the committee are published, agreements executed, act in good faith dealing openly and honestly on all issues, striving to understand varying points of view, and contributing to the resolution of any conflicts that may arise. All participants will conduct themselves in a professional manner at all times.

Section 3: Committee Meetings and Agenda: The Committee shall meet on request of either party and/or at least once a month to discuss all matters of mutual concern. The meeting format, meeting date/times, meeting duration, location, and agenda development will be determined by the committee at their first (1st) meeting.

Section 4: Minutes: The parties agree that committee minutes will be maintained of all meetings and will be published as determined by the committee. The minutes of the committee will only reflect what was done and not what was said.

Section 5: Information and Data: The intent of this agreement is for both Labor and Management committee members to share information and/or data that they control or have direct access to, as long as it is not of a sensitive personnel nature and that is necessary and relevant for committee members to have full and complete understanding of the facts relating to the issues before them in order to fulfill their respective representational responsibilities and to make an informed decision while serving on the Labor-Management Committee.

Section 6: Decisions:

- a. Decision-making within the Labor-Management Committee shall be based on consensus. For the purpose of this agreement, consensus is defined as a unanimous decision of "all" representatives present at the meeting. Unless otherwise agreed to by the parties, there must be a quorum of at least 4 (2L, 2M) for voting purposes, but not necessarily for a meeting to take place.
- b. The Parties must ensure that all issues are fully discussed prior to reaching a decision. Once a decision is reached, it shall be supported by all members of the committee.

- c. If consensus is not reached, the issue[s] may be submitted for bargaining as appropriate through normal negotiation procedures pursuant to the terms and conditions of this CBA. Though the parties will strive to address their issues and/or resolve their conflicts through the Labor-Management Committee, submission to the committee does not constitute an exhaustion requirement with respect to any of the parties' statutory or contractual rights.
- d. All decisions of the committee that are reached by consensus will be binding on the parties. The parties agree that Labor-Management Committee decisions, arrived at through consensus, constitute waivers of any rights that may exist to see redress of that matter through any other forum, except as may be prohibited by law. All agreements reached by the committee will be signed by the Fire Chief, the Union President, and all members of the committee. The parties agree that under no circumstances shall an agreement reached by the committee modify the current CBA.
- e. All decisions of the Labor-Management Committee will be published jointly. All decisions will be posted for a thirty-day [30] period on all official bulletin boards as a result of the committee's actions.

Dated at Clinton, Maine this _____ day of _____, 2023.

CLINTON PROFESSIONAL FIREFIGHTERS
Local 5412, International Association
Of Firefighters, AFL-CIO

TOWN OF CLINTON, MAINE

Brandon Hale, President

Travis Leary, Fire Chief

Exhibit D
Clinton Fire and Rescue Department

Clinton Fire & Rescue
Swap Slip

Date of Substitution: _____

Employee Scheduled: [printed name] _____

[signed] _____

Employee Substituting: [printed name] _____

[signed] _____

Full Shift: _____ Partial Shift: [hours] _____

Date Recorded & Submitted: _____