



Collective Bargaining Agreement

Between

The Town of Clinton, Maine

And

**National Fraternal Order of Police
Lodge 800**

July 1st, 2025 – June 30th, 2028

TABLE OF CONTENTS

ARTICLE 1 AGREEMENT	4
ARTICLE 2 RECOGNITION	4
ARTICLE 3 UNION SECURITY	4
ARTICLE 4 CHECK-OFF	4
ARTICLE 5 MANAGEMENT RIGHTS	4
ARTICLE 6 CONTRACT AGREEMENT	4
ARTICLE 7 PROBATIONARY PERIOD	5
ARTICLE 8 SENIORITY	5
ARTICLE 9 ANNIVERSARY DATE/EMPLOYEE DATE	6
ARTICLE 10 ACCESS TO PREMISES/AGENCY VEHICLES	6
ARTICLE 11 UNION ACTIVITIES	6
ARTICLE 12 SHOP STEWARD	6
ARTICLE 13 GRIEVANCE PROCEDURE	7
ARTICLE 14 RULES AND REGULATIONS	8
ARTICLE 15 NON-DISCRIMINATION	8
ARTICLE 16 DISCHARGE OR SUSPENSION	9
ARTICLE 17 RESIGNATION	9
ARTICLE 18 TRAINING	10
ARTICLE 19 SAFETY	10
ARTICLE 20 UNIFORMS AND PROTECTIVE CLOTHING	10
ARTICLE 21 VACATIONS & EARN PAID LEAVE	10

ARTICLE 22 HOLIDAYS	12
ARTICLE 23 RETIREMENT	12
ARTICLE 24 INSURANCE	13
ARTICLE 25 LIABILITY INSURANCE	13
ARTICLE 26 JURY DUTY	13
ARTICLE 27 BEREAVEMENT LEAVE	13
ARTICLE 28 MILITARY LEAVE	14
ARTICLE 29 CALL TIME AND SPECIAL DUTIES RATE	14
ARTICLE 30 COURT TIME	14
ARTICLE 31 EMPLOYEE RIGHTS	15
ARTICLE 32 COMPLAINTS AGAINST A POLICE OFFICER.	15
ARTICLE 33 EMPLOYEE WELLNESS	16
ARTICLE 34 COMPENSORY TIME	16
ARTICLE 35 WAGES	16
ARTICLE DURATION OF AGREEMENT	17

ARTICLE 1 AGREEMENT

This Agreement is entered into between the Town of Clinton, hereinafter referred to as the "Town" and the National Fraternal Order of Police, hereinafter referred to as the "Union", pursuant to the provisions of the Municipal Public Employees Labor relations Law. (Title 26, MRSA Section 961, et seq.). The parties hereto have entered into this Agreement in order to establish mutual rights, to preserve proper employee morale and to promote effective and efficient municipal operation.

ARTICLE 2 RECOGNITION

The Town hereby recognizes the Union as the sole and exclusive representative of all Full-Time employees in the classifications of Sergeant, Corporal, Detective and Patrolman if so filled, of the Clinton Police Department, within the bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Law.

ARTICLE 3 UNION SECURITY

All employees shall have the right to join the Union, except as otherwise provided herein or refrain from doing so. No employee shall be favored or discriminated against either by the Town or by the Union because of his membership or non-membership in the Union. The Union recognizes its responsibilities as the bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 4 CHECK OFF

The Town shall deduct regular monthly dues and initiation fees upon receipt of signed authorization form from the members (a copy of which is to be retained by the Town) and certified statement form the Secretary-Treasurer of the Local Union as to the amount for dues. The Town shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the end of each month in which deductions were made. The Union shall indemnify and save the Town harmless against all claims and suits, which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

ARTICLE 5 MANAGEMENT RIGHTS

The Union recognizes that the Town has the authority to manage and direct, on behalf of the public, all the operations and activities of the Police Department, except as otherwise specifically provided in this Agreement.

ARTICLE 6 CONTRACT AGREEMENT

The Town agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void except as mutually agreed upon by both the Town and Union.

ARTICLE 7 PROBATIONARY PERIOD

All new employees who are certified as full-time law enforcement officers by the Maine Criminal Justice Academy or have received a waiver from the Maine Criminal Justice Academy Board shall serve a probationary period of six (6) months provided that the employee has previously served at least twelve (12) months as a full-time police officer.

All new employees that are not certified by the Maine Criminal Justice Academy or have not received a waiver upon hire shall serve a probationary period of twelve (12) months following certification or receipt of waiver as per Title 30A, Section 2701 M.R.S.A.

Probationary employees shall have no seniority rights during the first six (6) months of the probationary period and shall be subject to all other clauses of this Agreement. Such employees who have worked said six (6) months shall be known as regular employees and the total probationary period shall be considered part of the seniority time.

ARTICLE 8 SENIORITY

Section 1. The Town shall establish and maintain a seniority list, which shall be subject to amendment from time to time as circumstances shall warrant. Said list, and all amendments thereto, as the same are promulgated, shall be posted in a conspicuous place in the Police station for a period of not less than thirty (30) days and copies thereof shall be sent to the Secretary-Treasurer of the Union. Said list, as amended, shall be updated on January first (1st) of each year. Any objection to the seniority list as posted must be reported to the Town Manager within 10 days of the date posted or it shall stand as accepted, whereupon it shall take full force and effect.

Section 2. Seniority, for the purpose of the Agreement, shall be interpreted to mean length of continuous service from last date of hire and shall be the factor in promotions provided all other factors are equal, and shall be the governing factor in all matters affecting lay-off (with bumping rights), recall, vacation preference and work shift assignments.

All special duties and overtime shall be offered first to bargain unit members on a rotating basis by seniority. Layoffs shall be made in inverse order of seniority. No new employees shall be hired until all employees on layoff have been afforded recall notices not to exceed one (1) year from the date of layoff. Said employees shall receive a written recall notice and shall have two (2) calendar weeks within which to either accept or reject in the writing the job offers. No response within two weeks is considered an automatic rejection of the job offer. After acceptance the employee will have two weeks to report to work.

Section 3. An employee shall not forfeit seniority during any absence caused by illness or accident outside of the working hours.

Section 4. An employee who leaves Town services in "good standing" and returns to Town services within one (1) year after his/her separation date, provided there is a vacancy, shall receive credit for his/her former seniority only as it pertains to benefit accruals that are longevity driven (e.g. vacation allotment, placement on the pay scale, etc.). Returning employees will receive a new seniority date for all other issues (e.g. vacation selection priority, shift assignment, placement on seniority list, etc.).

Section 5. An employee who is laid off via downsizing of personnel or the closing of police operations by the Town, shall have first refusal of re-employment if police operations resume within a 2-year period after the initial ceasing of operations.

ARTICLE 9 ANNIVERSARY DATE/EMPLOYEE DATE

The employee's anniversary date is defined as the date of the initial appointment to the position which the employee currently holds. For the purposes of calculating total service to the Town of Clinton, the date of initial appointment to a permanent Town position, as defined in this policy, shall be utilized. If police operations are terminated by the Town and are later reinstated, a rehired employee shall be fully credited with prior full-time service time.

ARTICLE 10 ACCESS TO PREMISES/AGENCY VEHICLES

Section 1. Authorized agents of the Union shall have access to the Town's establishment during working hours for the purpose of adjusting disputes, investigation working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, that there is no interruption of the Town's working schedule.

Section 2. All full-time officers will be provided with an agency cruiser that is assigned to that individual officer. If an officer lives within 20 miles or 30 minutes of the town line that officer is allowed to bring their vehicle home, and they are allowed to use their agency vehicle, pursuant to the SOP approved by the agency for on duty use.

ARTICLE 11 UNION ACTIVITIES

The Town agrees to grant time off without pay, without discrimination or loss of seniority rights, to a local Union officer designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided that one (1) week written notice (five (5) working days) is given to the Town by the union specifying the length of time off. Granting of the time off shall be contingent upon the availability of sufficient manpower to ensure that there shall be no interruption in the Town's normal operation and contingent upon the Town not experiencing any added expense.

ARTICLE 12 SHOP STEWARD

Section 1. The Town recognizes the right of the Union to designate a Shop Steward and Alternate Shop Steward (who shall act only in the absence of the Shop Steward). The authority of the Shop Steward (alternate) designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- B) The collection of dues when authorized by appropriate Local Union action.
- C) The transmissions of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

Section 2. The Steward shall be permitted to investigate, present, and process grievances on or off the premises within the Town during working hours without loss of time or pay, subject to a noncumulative, one and one-half (1 1/2 %) hours per week limitation for all activities limited in A through C in Section 1.

ARTICLE 13 GRIEVANCE PROCEDURE

Section 1. A grievance is hereby jointly defined as any dispute, controversy or misunderstanding which may arise under the interpretation or application of this Agreement, between an employee or employees and the Town, or between the Union and the Town, as to the meaning or application of the specific terms of this collective bargaining agreement. "Days" shall mean calendar days. At such time as an issue is processed in the form of a grievance, neither party may choose to vacate the grievance procedure and proceed in any other dispute resolution form, until such time as the arbitration process has been completed.

Section 2.

Step 1. The Shop Steward, with or without the grievant, shall take up the grievance with the Chief of Police within seven (7) days of the date of the grievance or when the grievant knew of or reasonably should have known of, the grievance. A grievance will be deemed waived if not taken up within the seven (7) day period. If the Steward and the Chief of Police have not resolved the grievance within seven (7) days after submission to the Chief of Police, the Steward shall submit such grievance in writing to the Union Business Representative.

Step 2. The Business Representative shall then take up the matter with the Town Manager within seven (7) days after he/she received the written grievance. The Town Manager shall render a written decision of the grievance within seven (7) days after said meeting with the Union Business Agent.

If the Union Business Representative does not arrange to meet with the Town Manager within the seven (7) days set forth in step 2, the Town Manager will render a decision based upon the "best information" available within seven (7) days of the last day for meeting the Union Business Agent.

Step 3. If at this point, the grievance has not been satisfactorily settled, either party hereto shall have right, within seven (7) days after the Town Manager has issued his decision, to file a request with the Maine Board of Arbitration for arbitration of the grievance and notify the other party of the filing. The parties may elect to choose a mutually agreeable arbitrator.

The decision of the Arbitrator shall be final, and the Arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.

Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Town and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause 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.

Section 3. The time limit for the processing of grievances may be extended orally and then confirmed by written consent of both parties.

The Local Union, or its authorized representative, shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute, or records pertaining to a specific grievance.

The Arbitrator shall have no authority to add, to subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein.

At such time as an issue is processed in the form of a grievance, neither party may choose to vacate the grievance procedure and proceed in any other dispute resolution forum until such time as the arbitration process has been completed.

ARTICLE 14 RULES AND REGULATIONS

The Town reserves the right to promulgate rules and regulations as necessary. Such rules and regulations will be posted prominently on patrol room and locker room bulletin boards. All rules and changes shall be sent to the Steward and the Union.

A) Informing Employees. Employees will be given a copy of new policies/amended policies on a given date. There will be a fourteen (14) day review period for said policies. There will be mandatory training Q/A within thirty (30) days from the given date. Once training is completed the new policy can become effective. New employees shall be provided with a copy of the rules at the time of hire. This procedure need not be applied if the policy change is a requirement of the Maine Criminal Justice Academy or legislatively mandated law enforcement policy. B) Enforcing. Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of new or existing rules, or any complaint involving discrimination in the grievance procedure, will be resolved by the grievance procedure.

ARTICLE 15 NON-DISCRIMINATION

Section 1. The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, marital status, sexual orientation, or physical handicap, except as any of these factors may be bona fide occupational qualifications, as these terms are defined and interpreted under the provisions of Title VII or the Civil Rights Act of 1964. The Town agrees to comply with the terms and conditions set forth within the Americans with Disability Act. The Town agrees to comply with the terms and conditions set forth within the Family Medical Leave Act. Both parties will share equally the responsibility for applying this provision of the Agreement.

Section 2. The Town and the Union agree there will be no discrimination by the Town or the Union against any employee because of any employee's lawful activity and/or support of the Union.

Section 3. The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classification, regardless of sex.

ARTICLE 16 DISCHARGE OR. SUSPENSION

Section 1. The Town shall not discharge nor suspend any regular employee without just cause. In all cases involving the discharge or suspension of an employee the Town must notify the employee in writing of his discharge or suspension and the reason, therefore. Such written notice shall also be given to the Shop Steward and a copy mailed to the Local Union Office within one (1) working day from the time of the discharge or suspension.

Disciplinary action or measures shall include the following:

- Oral Reprimand
 - Written Reprimand
 - Disciplinary Probation (not to exceed six (6) months)
 - Suspension
 - Demotion
 - Discharge
- The measures need not be applied in sequence depending upon the seriousness of the infraction.

Section 2. Any employee discharged must be paid in full all wages owed him by the Town including earned unused vacation pay, if any, by the next regular pay period.

Section 3. Time Limits for Disciplinary and Counseling Action – The following time schedules shall be placed on Counseling and Disciplinary Actions, unless otherwise agreed upon by the Chief of Police and the employee. A request for removal of disciplinary action or counseling from an employee's personnel file shall be initiated by the employee by notifying the Chief of Police and Town Human Resource Officer/ Town Manager in a written request to have it removed.

NOTE: Counseling and corrective memorandums are not part of the progressive steps of discipline. They are used to correct employee performance related issues and shall be part of the employee personnel file and protected as such under Maine law.

- A. Counseling / Corrective Memorandum (Oral & Written)- 1 year from date of issuance.
- B. Oral Reprimand – Discipline – 1.5 year from date of issuance
- C. Written Reprimand – Discipline- 2 year from date of issuance.
- D. Disciplinary Probation- Discipline- 3 year from date of issuance
- E. Demotion- 3 years from date of discipline
- F. Suspension- 5 years from date of discipline

ARTICLE 17 RESIGNATION

Bargaining Unit members shall provide to the Chief of Police a two (2) week written notice of resignation.

A separating employee shall turn in all uniforms and equipment issuance and replacement clothing and equipment as well as all law extracts and the Service Weapon (except personal items and shoes). Failure to turn in said uniforms and equipment may result in legal action by the Town as allowed by law with legal costs, if any, to be borne by the separating employee.

ARTICLE 18 TRAINING

All new Police Officers having successfully completed their six (6) month probationary period will receive the first available basic training course as determined by the Town and the State of Maine. The administration will, from time to time, as the Town requires, send employees to courses or seminars. It is a prerogative of the Town to select those courses and/or seminars- and the type of training necessary, and to make assignments for course or seminar study. The Town will attempt to equalize training as it pertains to the employees within the bargaining unit.

ARTICLE 19 SAFETY

The Town shall have the right to make regulations for the safety and health of the employees during their hours of employment. Representatives of the Department and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations. The Union agrees that its members who are employees of the Department will comply with the Department Rules and Regulations relating to safety.

ARTICLE 20 UNIFORMS AND PROTECTIVE CLOTHING

The Town will provide the initial issuance of uniforms and equipment to a first-year Patrol Officer within the first year of employment. The "as needed" clothing and equipment allowance after the initial issuance will be prorated to the end of the next fiscal year for the first year Patrol Officer.

The Town agrees that all other employees beyond the first year shall be provided an annual clothing and equipment allowance for the purchase, replacement and maintenance of uniforms, service weapons and equipment under a system where the Town, through the Police Chief:

Employees shall receive an annual uniform/equipment allowance of two hundred, fifty dollars (\$250.00) towards the cleaning and maintenance of department uniforms and equipment.

ARTICLE 21 VACATIONS & EARN PAID LEAVE

1. Availability. Employees are entitled to the following vacation benefits:

Tier 1: Years of Service

Completion of one (1) year to completion of five (5) contiguous years of service.

Ten (10) days or Eighty (80) hours – 2 Weeks

Tier 2: Years of Service

Completion of six (6) years to completion of ten (10) years contiguous service

Fifteen (15) days or one-hundred-twenty (120) hours – 3 Weeks

Tier 3: Years of Service

Completion of eleven (11) years contiguous years or more

Twenty (20) days or one-hundred-sixty (160) hours – 4 Weeks

2. Completion of a year shall be defined as twelve (12) months after the employee's anniversary date.

3. Accrual. Vacation time for employees shall be accrued 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 five (5) vacation days equal to the number of hours worked per week may be carried forward.

4. Vacation Buy-Out. On rare occasion when an employee has unused vacation hours available at the end of their anniversary year because creating an absence in their position would harm town operations, the town manager may approve a buy-out of those hours to keep the employee from losing their time benefit. The amount of buy-out shall not exceed the number of hours the employee would work in one pay period.

5. Scheduling Vacations. Scheduled vacations will be at a time mutually agreed upon between the employee and Police Chief or the Town Manager. Any vacation day taken without prior agreement by the Police Chief or Town Manager will be considered an unexcused absence. Seniority will be used when two (2) employees wish to take vacation at the same time.

6. Payment of Vacation Time on Separation. All accrued vacation leave 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.

SECTION 7. EARNED PAID LEAVE

7.1 Availability. Full-time employees shall accrue earned paid leave of ten (10) hours for each full month employed, accumulative to 720 hours.

7.2 Prior Notification. To obtain earned paid leave, an employee shall be required to notify his or her department head of the absence no later than the time he or she is due to report to work, except that two (2) hours prior notice is required from Fire Department/EMS, Police Department, and Transfer Station employees. When the 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 leave 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.

7.3 Transfer to Other Employees. Accumulated leave can be transferred to another employee who has used all the accrued time 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 (a) one or more days to a fellow employee, it is on a voluntary basis. Days transferred to a fellow employee must come from accrued leave.

7.4 Payment Upon Separation. On separation, a full-time employee is entitled to be paid for one-third (1/3) of total unused earned paid leave, to a maximum of 240 hours. A part-time employee who works 20 hours or more per week is entitled to be paid for 1/3 of total unused earned paid leave, to a maximum of 120 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 earned paid leave.

7.5 Medical Certificate. When an employee is absent for more than three (3) consecutive days, he or she must furnish a signed certificate from a physician stating that the employee may return to work, and the employee must bear the expense of obtaining the certificate. If at any time during a period of approved leave, the supervisor has cause to doubt the validity of the employee's claim of incapacitation, he shall

notify the employee orally or in writing that a 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 will be unpaid.

SECTION 8. Paid Family Medical Leave.

In order to maintain compliance with the required State of Maine Paid Family and Medical Leave (PFML) law, both the employees covered by this collective bargaining agreement and the Town of Clinton agree to contribute to the state's leave fund or an employer provided alternative private plan approved by the state, effective January 1, 2025. Contributions made by the employee and employer to either the state's fund or private plan will be deducted during regular payroll cycles. The percentage contributed by the employee will equal half of the total required contribution set by the state or the private plan, and the employer percentage of contribution will equal half of the total required contribution set by the state or private plan. The employee contribution to either the state's plan or the alternative plan will not exceed the maximum employee deduction limit set by the state.

ARTICLE 22 HOLIDAYS

Section 1. The following holidays shall be paid holidays for employees covered by this agreement and shall be observed on the day on which the Town declares them to be observed:

*	New Year's Day	Indigenous People's Day
	President's Day	Veteran's Day
	Patriot's Day	* Thanksgiving Day
	Memorial Day	Friday after Thanksgiving
	Juneteenth	Martin Luther King Day
	July 4 th	Labor Day
	Labor Day	* Christmas

Section 2. For each holiday, every employee shall receive "holiday pay" based on his/her regular hourly rate multiplied by ten (10).

Section 3. Because of the nature of the position, employees may be required to work during a holiday. Should an employee be required to work a holiday, they will receive one hour of holiday per hour worked on the holiday, in addition to their regular rate of pay.

Section 4. All employees who are on a leave of absence (paid or unpaid) will not be entitled to holiday pay.

ARTICLE 23 RETIREMENT

The Town will make available, for all Police Officers, a retirement plan under the Maine State Retirement System Special Plan #3 structured to provide a two-thirds (2/3) pay benefit with COLA after 25 years of service, regardless of age.

The Town agrees to limit the rate of employee contribution to the Maine State Retirement System to five percent. The Town agrees to pay the difference between the five percent, and the employee contribution rate established by the Maine State Retirement System.

Simple IRA- (457) type retirement plan. The employer will match employee contributions up to 3% of gross earnings. Employee participation will be voluntary. Employees may participate in both MSRS and ICMA plans but the Town will only match the employees' contribution to only one of the plans.

ARTICLE 24 HEALTH INSURANCE

- 1) **Insurance:** The Town provides full-time employees with health insurance coverage, life insurance and short-term disability insurance. Summaries of these insurance benefits and claim(s) procedures are available to employees from the Town Manager's office. The Town pays 100% of Maine Municipal Employee Health Trust (MMEHT) monthly health insurance premiums for each full-time employee and will provide a stipend, to be determined during the budget process, towards covering family/dependents. Additional premium cost for coverage for family members at the Town's group rates may be purchased by the employee by way of a payroll deduction.
- 2) **Opt-Out – Health Insurance:** Full-Time employee's that have met the requirements of the Town's Health Insurance Opt-Out Policy may opt-out of the health insurance offered by the Town. Such employees will receive a taxable opt-out stipend through the bi-weekly payroll at a percentage set by the Board of Selectmen. (Effective July 1, 2022).
- 3) **Income Protection Insurance:** The Town shall provide full-time employees with Income Protection (Disability) insurance at 70% of their regular salary upon their eligibility with Maine Municipal Association.

ARTICLE 25 LIABILITY INSURANCE

The Town will provide liability insurance at no cost to the employees in the amount equal to the maximum payable under law.

ARTICLE 26 JURY DUTY

Upon verification of service, employees selected for jury duty by a court shall be paid straight time earnings. Pay administered by the court will be reimbursed to the Town. Earned vacation will not be charged for such service. If an employee is dismissed from jury duty, they must report back to work immediately in order to be eligible for the pay benefits herein.

ARTICLE 27 BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee shall be granted up to four (4) days leave of absence with full pay to make household adjustments, arrange for medical services, or to attend funeral services. In the event of death of other relatives, the Town Manager shall have the discretion as to leave with pay allowance.

For the purpose of bereavement leave, immediate family shall be defined as: spouse, domestic partner, child, stepchild, parent, stepparent, brother, sister, grandparent (of employee or spouse/partner), grandchild (of employee or spouse/partner) mother-in-law, father-in-law, sister-in-law, brother-in-law, and daughter-in-law.

ARTICLE 28 MILITARY LEAVE

Leave shall be granted, without pay to an employee called to active duty with the State or Federal forces for a temporary tour of duty, other than the routine annual period.

ARTICLE 29 CALL TIME AND SPECIAL DUTIES RATE

Section A. Call Time. An employee called to work outside of his regularly scheduled shift shall be paid a minimum of two (2) hours pay at one and one-half (1 1/2) times the regular hourly rate of pay applicable to that employee. Such call time hours shall not be annexed consecutively to the beginning or end of the scheduled work shift, scheduled overtime, holdover hours, special duty assignments or those hours addressed in sections B and C.

Section B. Special Duties. The Town agrees to pay non-patrol special details assigned by the Chief of Police to regular, full-time Police Officers, off-duty and available for such duties, including private functions and security, dances, sporting and athletic events, road construction jobs, and activities of a public assembly nature, or other functions approved by the Chief of Police and paid or reimbursed by an agency other than the Town of Clinton, a minimum of four hours pay at one and one-half times the top patrol officer's regular rate of pay to an employee performing such duties in the performance of his duties, for or on behalf of the Town of Clinton.

Section C Extended Work Shifts. Hours which require an employee to work prior to or beyond his/her normal scheduled work shift, which are annexed to those regular hours, shall be paid a minimum of two (2) hours pay at time and one half (1 1/2) rate of pay appropriate for that employee.

Section D. Off-Duty Status. Officers who are off duty are subject to Emergency call in if reasonably available. Officers who are off duty cannot be disciplined if unavailable, permission is not required to be out of the area or unavailable on days off.

Section E. Out-Side Employment. Officers are allowed to work additional jobs and operate businesses so long as they are legal under state and federal law, do not present a conflict of interest, and do not interfere with their employment with the Town. The Town cannot regulate or require permission for such endeavors.

ARTICLE 30 COURT TIME

An employee on his/her scheduled day off who attends as a witness or in a similar capacity, or as a prosecutor, in the performance of his duties, for or on behalf of the Town of Clinton, State of Maine, or the United States of America, or with the approval of the Chief of Police, attends as a witness or in similar capacity or as a prosecutor in the performance of his duties, before any other State, Federal, or Municipal Agency, shall be entitled to compensation at the time and one-half (1 1/2) for a minimum of three (3) hours.

ARTICLE 31 EMPLOYEE RIGHTS

To ensure that any internal investigation of any unit employee will be conducted in a manner conducive, to good order and discipline, while observing and protecting the individual rights of each member of the Department, the following rules of procedure are established:

- A) An employee interview will be conducted within a reasonable time, taking into consideration the working hours of the employee and the legitimate interests of the Department. The Investigating Officer shall advise the employee that an official investigation is being conducted. The Investigating Officer shall inform the employee of the nature of the alleged conduct which is the subject matter of the investigation, and the complainant shall be identified. If it is known that the employee being interviewed is a witness only, he/she shall be so informed:
- B) An interview shall be conducted with the maximum amount of confidentiality.
- C) An interview of an employee suspected of violating departmental rules and regulations shall be limited to questions which are related to the employee's involvement in the alleged violation.
- D) An interview may not be conducted by more than two (2) investigating supervisors at one (1) time.
- E) An employee shall be read the following statement: "Officer _____ you are being questioned as part of an official investigation by the Clinton Police Department. You will be asked questions relating to the performance of your official duties and conduct. You are entitled to assert your Fifth Amendment rights during the investigation. If you do so, you may be subject to suspension, termination, or some other appropriate penalty. If you desire not to invoke the Constitutional privilege, anything said of incriminating nature may not be used against you in criminal proceedings."
- F) Any and all investigations shall be conducted without unreasonable delay, and the employee shall be advised of the final outcome of the investigation.
- G) If the results of an investigation against an employee prove that the charges are unfounded, then it shall be so noted in the final report of the investigation.
- H) An employee shall have a right to a private or public hearing if he/she so desires.
- I) An employee suspended for investigative reasons may be so, with or without pay, whichever is warranted.
- J) If, because of an investigation under this Article, an employee is exonerated, there will be an immediate expungement of the said file regarding the investigation.

ARTICLE 32 COMPLAINTS AGAINST A POLICE OFFICER

Whenever a complaint (written or verbal) is lodged against a Police Officer, the following procedures will be followed:

- A) The complainant shall contact the Chief of Police. An attempt will be made to solve the problem at this level.
- B) If the complaint cannot be resolved at the informal level (A), then the complainant shall reduce the complaint to writing and define the specifics of the complaint including the names of the witnesses.

C) A copy of the complaint will be supplied to the Officer complained against and to the Chief of Police. The police Chief or his designee will investigate the complaint.

D) As a result of any investigation into the conduct or actions of an employee, a copy of the investigative report will be given to the employee, whether the report indicates that the complaint was suspended, completed or that the complaint was withdrawn by the citizen. The employee may take any appropriate steps regarding the complaint made. The employee has the right to exercise his constitutional rights regarding the investigation subject to Article 33 hereof. The employee will also be informed by the Chief whether the complaint is of a criminal nature or an interdepartmental investigation. Complaints for juveniles will be made in the presence of their parents or legal guardians.

ARTICLE 33 EMPLOYEE WELLNESS

Employees shall receive five hundred dollars (\$500.00) yearly, to be used towards health and wellness improvement. Examples include gym membership, gym equipment, health improvement instruction etc.

ARTICLE 34 COMPENSATORY TIME

Employees can convert earned overtime compensation to a maximum of 80 hours of compensatory time. Accrual of compensatory time shall not exceed 80-hours. Compensatory time shall be cashed out twice a year in blocks of 40-hours each, during the pay periods closest to June 1st and December 1st of each year. Employees will elect by June 30th of each year to be paid out compensatory time earned or accrue it until pay out dates.

ARTICLE 35 WAGES

New Hires

The Town may hire new employees at any salary step and vacation step provided the full time employee is a Maine Criminal Justice Academy graduate and has full time law enforcement experience which is deemed appropriate by the Chief of Police or his/her designee. This clause does not apply to longevity earned by years of service to the Town.

Patrol

Hourly Wages As of July 1st, 2024

Starting	12 Months	Blue Pin	24 Months	36 Months	48 Months	60 Months	72 Months
\$26.00	\$27.00	\$27.81	\$28.84	\$30.90	\$32.96	\$33.99	\$36.05

Hourly Wages As of July 1st, 2025

Starting	12 Months	Blue Pin	24 Months	36 Months	48 Months	60 Months	72 Months
\$27.30	\$28.65	\$29.00	\$29.70	\$32.44	\$34.60	\$35.68	\$37.85

Sergeant's (Promotional Years)

	Starting	12mth	24mth	36mth	48mth	60mth	72mth
July 1 st , 2024	\$36.57	\$38.62	\$39.66	\$40.69	\$41.72	\$43.78	\$45.00
July 1 st , 2025	\$38.00	\$40.55	\$41.64	\$42.72	\$43.80	\$45.97	\$48.29

Employees shall receive a 3% raise, beginning to the closest pay period to July 1st, 2024.

K-9 COMPENSATION

Purpose: The purpose of this section is to recognize the additional duties incumbent upon an Officer assigned as a K9 Officer and to provide compensation for those additional duties.

The K9 Officer will receive a daily stipend equivalent to one half hour of straight time at their regular rate of pay for each day worked to provide care for the K9.

The K9 Officer will receive a stipend of one hour of premium pay (time and a half) for each regular day off.

ARTICLE 36 DURATION OF AGREEMENT

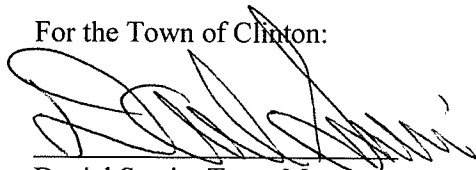
This agreement shall be effective as of the first day of July 1, 2025, except where otherwise noted, and shall remain in full force and effect until midnight of the thirtieth of June 2028.

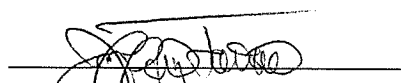
This agreement shall continue in full force and affect until a successor agreement is executed. (For example, the use of the grievance article to process and arbitrate disputes arising either before or after the expiration of the state contract term shall be honored.)

The Town of Clinton and the National Fraternal Order of Police agree to re-open negotiations within 6 months of the end of the contract.

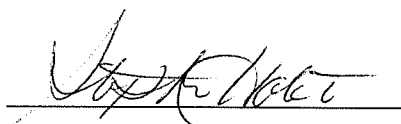
IN WITNESS WHEREOF, the parties hereto have set their hands this 18th day of JANUARY 2025.

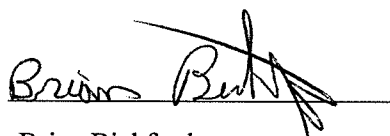
For the Town of Clinton:

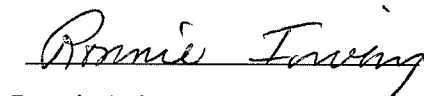

Daniel Swain, Town Manager


Jeffrey Towne, Chairman

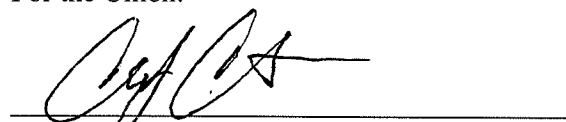

Michael Hachey

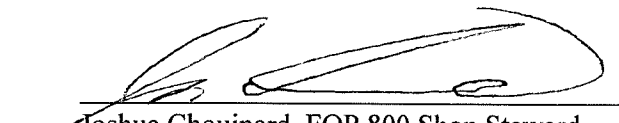

Stephen Hatch, Vice Chairman


Brian Bickford


Ronnie Irving

For the Union:


Chris Cloutier, FOP Labor Relations Specialist


Joshua Chouinard, FOP 800 Shop Steward