



***AGREEMENT BETWEEN THE TOWN OF
OAKLAND
-AND-
OAKLAND FULL-TIME POLICE OFFICERS
ASSOCIATION (Fraternal Order of Police)***

**JULY 1, 2025, through
JUNE 30, 2027**

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THIS AGREEMENT is entered into by and between the "TOWN OF OAKLAND", Maine, hereinafter referred to as the "TOWN" and the "OAKLAND FULL-TIME POLICE OFFICERS ASSOCIATION", hereinafter referred to as the "ASSOCIATION."

ARTICLE 1 – PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S.A 961 through 974, 1969 as amended), the parties hereto entered into this agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient operation.

ARTICLE 2 – RECOGNITION

The Town recognizes the Association as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, and other conditions of employment for eligible bargaining unit employees, excluding the Lieutenants, and Police Chief, as determined in accordance with the Municipal Public Employees Labor Relations Act.

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 weekly dues from employees' paychecks upon receipt of signed authorization forms from the members (a copy of which is to be retained by the Town) and certified statement from the Shop Steward of the Local Union as to the amount for dues. The Town shall forward all such dues so collected to FOP before the end of each week in which deductions were made. The Union shall indemnify and hold 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 FOP pursuant to this article.

ARTICLE 5 – MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its employees and to determine work shift assignments, except as otherwise specifically provided in the Agreement. The Association 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 copies of said rules and amendments thereto to the Members of the Association.

ARTICLE 6 – PROBATIONARY PERIOD

SECTION-I

New employees who are attending or will be attending the Maine Criminal Justice Academy shall be on probation from their date of hire and until 1-year after they graduate from the Academy. New employees who are already Academy certified when hired shall be on probation for 6 months from the date they are hired. Union obligations shall not be affected by a probationary period. Employee and employer obligations under the pension system shall run from the original date of hire and shall not be affected by the probationary status. Prior to the expiration of the probationary period, the Town may discharge the employee without establishing cause.

SECTION-II

Seasonal or part-time employees will not come under or be covered by the provisions of this agreement.

ARTICLE 7 – SENIORITY

SECTION-I

Seniority, for the purposes of the Agreement, shall be interpreted to mean length of continuous services within Unit only from the date of last hire and shall be a factor in all matters affecting promotions, if employees are otherwise substantially equally qualified and shall be a major factor in all matters affecting layoff, recall, and vacation preference. In the event it becomes necessary for the Town to lay off employees for any reason(s), employees shall be laid off in the inverse order of seniority. The Town retains the right to choose what classifications of employees shall be retained but employees shall be able to exercise bumping rights to lower classifications in rank. Employees who are laid-off have recall rights, by seniority, for 6 months. A laid-off employee's seniority continues to accrue during this time.

SECTION-II

The Town agrees that regular, full-time bargaining unit Members, if off-duty and available, shall have preference for all Patrol assignments based on a rotating seniority list. These assignments may be on a regular Patrol shift or on an "extra" detail.

The following are exceptions to this section:

- (1) Maine Criminal Justice Academy basic school:
- (2) In-service schools:
- (3) Sick leave if extended beyond 40 consecutive hours each occurrence.

The filling of 1 through 3 above will be at the discretion of the Police Chief and may be assigned to reserve officers before being offered to full-time Officers.

Vacancies caused by Officers required to attend Court in a work-related matter may be filled at the discretion of the Police Chief. The Chief may elect to move the SRO to provide patrol coverage while the officer is at Court or may offer the shift as overtime. If offered as overtime, the shift will be filled off the rotating seniority list.

ARTICLE 8 – PROMOTIONS & VACANCIES

SECTION-I PROMOTIONS - The Town will post the promotional vacancies for at least 10 days, and qualified applicants must reply in writing to the Chief or his/her designee within the appropriate period. Applicants who do not meet the minimum qualifications for the posted position, as outlined below, will be rejected, and will not be considered for the position. Applicants applying for a Sergeant's position must have 3 or more years of full-time law enforcement experience.

The Promotional Process shall consist of the following measures worth the values indicated on a 100-point system, with two individuals with the highest scores, but not less than a combined score of 65 moving on to the Decisional Stage:

Section-I- Sergeant Vacancies

1. A written exam to be selected by the Chief of Police (hereinafter, "Chief"), that may be administered by an independent testing company recognized and used in the Law Enforcement community or an in house developed exam consisting of topics selected from Maine Criminal & Motor Vehicle Laws, Maine Law Enforcement Officers Manual, and department policies and procedures. The decision of which type of exam to use is at the discretion of the Chief of Police.
34 points

2. An Oral Board Review Panel consisting of the following.

- i. Two Command Level and/or Supervisory Officers unrelated to the Town of Oakland.
- ii. Lieutenants from the Oakland Police Department
- iii. One civilian member of the community

The total score of the Oral Board will be: **48 points**

3. Seniority shall be calculated with each year of Full-Time law enforcement service with the Town counting as 3 points for a maximum of 18 points. Years of service shall be measured from the posting of the promotion back to the date of hire with all such years rounded up or down to the closest full number. **18 points**
4. In the event of a tie the most senior officer with the Town will be chosen. Regular members of the Oakland Police Department shall receive preference for vacancies in all positions, except for the Chief and Lieutenant positions.
5. If less than two Applicants reach a combined score of 65 for sections 1-3 above, then the Chief may, at that time, elect to open the position up to Applicants from outside the Police Department.

6. The top 2 candidates for the open position shall move on to the Decisional Stage at which point the Chief shall choose the successful applicant in his/her sole discretion.

SECTION-II – SRO/Detective

The Town will post the SRO/Detective vacancies for at least 10 days, and qualified applicants must reply in writing to the Chief or his/her designee within the appropriate period. Applicants applying for an SRO position must have two (2) or more years of full-time law enforcement experience.

The SRO/Detective positions serve at the discretion of the Chief of Police and is not governed by the other language in this article.

ARTICLE 9 – VACATION – PERSONAL DAYS – COMPENSATORY

SECTION-I

Each permanent, full-time employee having more than one (1) year of continuous service and less than two (2) years of continuous service shall be entitled to a vacation of 80 hours during each anniversary.

****In the event the newly hired employee is a graduate of the Maine Criminal Justice Academy Basic Law Enforcement Training Program, or has received a waiver from the academy, with 2-years of Full-Time post graduate experience, they shall receive 1-week of vacation immediately and another week of vacation after 6-months of their start date. In the event, the officer resigns or is terminated from the agency, they will not be entitled to any remaining vacation balance within the first year**.**

**** The Chief can lateral in new employees at pay and vacation time accruals that are commensurate with professional years of previous law enforcement experience, as well as related education and training.**

Each permanent, full-time employee having more than six (6) years of completed, continuous service shall be entitled to a vacation of 160 hours each anniversary year.

Each permanent, full-time employee having completed more than eleven (10) years of continuous service shall be entitled to a vacation of 200 hours during each anniversary year.

1- 2 years	80 hours
3 years to 5 years	120 hours
6 years to 9 years	160 hours
Over 10 years	200 hours

SECTION-II

In the event of the death of an employee, all unused and earned vacation pay to which he/she would be entitled shall be paid to his/her next of kin, defined as: first, spouse; secondly, child or children; thirdly, parent or parents; or to the estate.

SECTION-III

A. Vacation time earned will be the equivalent to the regular, normal workweek as shown in Section IV (A). Employees will not accrue vacation time while on leave of absence. To the extent permitted by law, the Town reserves the right to require employees to use any accrued vacation time during any unpaid leave of absence.

B. Vacations will be scheduled at such time or times as shall be mutually agreeable to the employees and their supervisors. Consideration will be given to an employee's seniority regarding scheduling vacations. The Town retains final discretion and authority over vacation schedules and conflicts.

C. Employees generally are not permitted to carry over vacation time from one year to the next. Exceptions to this may be permitted for special reasons with prior approval and discretion of the Chief, not to exceed 80 hours of vacation time.

D. Vacation time shall accrue from the date of hire as a full-time employee; however, employees shall not use vacation time until they have completed their first 6 months of employment as a full-time employee unless authorized by the Chief. For recording purposes, vacation time earned will be recorded monthly as shown above.

E. Employees may receive their vacation pay prior to the start of their vacation but must advise the Finance Director in writing at least ten (10) days in advance.

**SECTION – IV:
COMPENSATORY TIME**

At the discretion of the Chief, overtime may be compensated with compensatory time for hours worked beyond that established for the workweek. Such compensatory time shall be granted on a time and one-half basis for hours worked at straight time pay. Compensatory (Comp) Time will be limited to a total of 60 hours that can be earned and used on a fiscal year basis. Comp time balances will be set to zero at the beginning of each new fiscal year. Any remaining comp balances at the end of a fiscal year will be paid out to the officer through the town's regular payroll process. **Any remaining comp time balances will be paid out and the officer will be set to a zero comp time balance once this contract takes effect on July 1, 2025.**

ARTICLE 10 – HOLIDAYS

A. The following holidays shall be paid holidays for regular full-time employees:

- | | |
|---------------------------|--|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King Day | 9. Columbus Day/Indigenous Peoples Day |
| 3. Presidents Day | 10. Veteran's Day |
| 4. Patriot's Day | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day after Thanksgiving |
| 6. Juneteenth | 13. Christmas Day |
| 7. Independence Day | |

B. Observance of these holidays shall be as provided for State and Federal employees. (NOTE: If the town recognizes any additional holidays within the term of this collective bargaining agreement, the additional holiday(s) shall be added as an observed holiday for the purpose of compensation.

C. A person on a leave of absence without pay shall not be entitled to holiday pay. If an employee takes an unauthorized leave either the workday before or after a holiday, holiday pay will not be granted.

D. When occasion warrants, employees may be required to work whole or part of a holiday. Employees working a holiday shall receive 8 hours pay/straight time and time and a ½ for actual hours worked.

E. Cannot Comp holidays.

ARTICLE 11 – SICK LEAVE

A. All employees will accrue one day (10 hours) of sick leave per month.

B. Employees are required to immediately notify their supervisor, Lieutenant or the Chief of the use of sick leave and the reason for the absence. After three (3) consecutive days of sick leave, including any subsequent treatment or period of incapacity relating to the same condition that also involves continuing treatment by or under the supervision of a health care provider, or at any time sick leave abuse is suspected, the Chief may require a certificate from the employee's health care provider certifying the reason for the sick leave, and the expected duration of the sick leave. Failure to timely provide this certification upon request may result in the denial of sick leave benefits and discipline, up to and including termination of employment for job abandonment. If such absence qualifies or appears to qualify as leave under the Family and Medical Leave Act (FMLA), please see Appendix A of the Town's personnel Policy.

C. An employee will start to accrue sick leave from the date of hire, assuming that he/she was hired prior to the 15th of the month. If an employee was hired after the 15th of a month, then they will start to accrue sick leave from the 1st of the month following the month they were hired.

D. An employee will not accrue monthly sick leave if he/she begins an unpaid leave of absence, layoff, workers compensation leave, long-term disability (more than 30 days) or becomes separated from the Town of Oakland on or before the fifteenth of the month, or while out of work on an unpaid leave of absence, layoff, long-term disability, or workers compensation leave.

E. An eligible employee may use up to forty (40) hours of "Family Sick Leave" per fiscal year due to the illness of a member of the employees' immediate family. "Immediate family" shall mean the following individuals: spouse, domestic partner, father, mother, child, stepchild, or other family member. Family Sick Leave may also be used for transporting such immediate family members to health care appointments. Eligible employees may use such time for doctor, dental and other health care provider visits. Under de-habilitating medical conditions involving an immediate family member, the 40 hours can be increased at the Town Managers discretion.

F. Sick leave will be charged in full hourly increments as needed. The Chief will periodically review sick leave records to assure sick leave is not abused and is being used in the spirit that it was intended. Abuse of or falsification of sick leave will be cause for disciplinary action, up to and including termination of employment. Full time employees will be permitted to accumulate up to 120 days of sick leave. Upon separation or retirement, an employee hired prior to February 12, 2003, will be paid for 33% of his/her then-accrued sick leave at the employees' last current hourly rate of pay. Employees hired after February 12, 2003, will not receive any payment for unused sick leave at separation.

G. In the event an employee suffers a catastrophic illness and has used all of his/her sick time, Accrued sick time may be donated by other employees to a "Sick Bank" on the following terms: that the illness is life threatening, that the donor has a minimum of 60 days accumulated time, and that there be a maximum 10 day donation to the sick employee from each donor each fiscal year. The Town Manager (or his designee) shall control the Sick Bank, and all donations shall be confidential. The denial of access to time in the Sick Bank is not grievable. Any time donated into the Sick Bank after the employee returns to work shall not be returned or credited back to the donating employee and shall be expunged.

H. On the job injuries will be charged to the Town's Workers Compensation insurance. An employee will draw Workers Compensation benefits and will not be charged sick leave while absent from work due to a work-related injury. An employee will not be eligible to draw both regular pay from the Town and Workman's Compensation benefits for the same period except as provided for below:

1. If an injured employee of the Town is required to wait more than seven days for a Workers Compensation payment, the Town Manager may authorize a temporary payment. When the employee receives their first Workers Compensation check, they will immediately reimburse the Town.
2. An injured employee may also receive income protection benefits in addition to sick time only if he/she pays the full cost of such insurance. This provision does not apply to any injuries incurred at the workplace.

3. An employee may request that any shortfall in weekly wages during such leave that is not covered by Worker's Compensation or income protection payments be made through use of the employees accrued sick leave and vacation time and such request shall not be unreasonable denied.

ARTICLE 12 – BEREAVEMENT LEAVE

An employee may be excused from work for up to five (5) workdays because of death in his/her immediate family, as outlined below, and shall be paid his/her regular rate of pay for the scheduled work hours missed. For purposes of this article only, immediate family is defined to mean spouse, domestic partner, parents, children, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, and grandchildren, stepchildren, stepparents, half-brother, or sister, daughter, or son-in-law, brother, or sister-in-law. One (1) workday may be granted to employees at the sole discretion of the Chief for attendance at funerals of persons not covered under the above definition. In addition, the Chief may extend bereavement leave two (2) additional days for out of state travel.

Extensions to bereavement leave may be made by the Town Manager upon request by the employee.

ARTICLE 13 – SETTLEMENT OF DISPUTES

Should the Association or one of its members feel aggrieved concerning the interpretation or application by the Town of any provision in this Agreement, the Member may seek adjustment of any grievance as follows:

- a) Unless both parties agree it is unnecessary to do so, an aggrieved member shall present a grievance in writing to the Chief of Police within 5 days of the occurrence of the event causing the filing of the grievance.
- b) If the Member and the Chief of Police have not resolved the grievance within three (3) working days, and the Member wishes to continue the grievance process, the Member shall submit the details of such grievance in writing to the Town Manager. Within five (5) working days thereafter, the Town Manager shall meet with the Association/Member for the purpose of adjusting or resolving such grievance. The Town Manager shall render his decision within ten (10) working days after said meeting.
- c) If the decision of the Town Manager rendered pursuant to (b) above is not acceptable to the Member, he/she may within ten (10) working days thereafter request that the matter be submitted to the Board of Arbitration and Conciliation.
- d) The parties shall bear their own cost for the arbitration and split the cost of the arbitrator 50/50

ARTICLE 14 – DISCIPLINE & DISCHARGE

Disciplinary action or measures shall include the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

All discipline shall be for just cause. The Town will employ the principles of progressive discipline, but it need not apply discipline in order of its sequence, depending on the seriousness of the offense.

An employee who believes he/she is disciplined without just cause may file within five (5) working days a grievance under the provisions of this contract.

Written reasons for suspensions or discharge shall be stated in writing to the affected employee within two (2) days of action. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not in conflict with this Agreement. Should there be any doubt as to the employee's obligations, he/she shall comply with the rules and then grieve if he/she feels he/she has been wronged.

A discharged or suspended employee who believes he/she was not suspended or discharged for just cause must notify the Town in writing within three (3) working days after receiving notification of such action against him/her of his/her desire to appeal the discharge or suspension. In such event, such grievance shall then be handled in accordance with the grievance procedure set forth in this Agreement. All discipline infractions placed in an employee's file, which are received for an infraction, which is less than a suspending offense, shall be purged from the file if there is no disciplinary offense within the next one (1) year subsequent. All serious offenses (suspension but less than dismissal) shall be purged from the file if no reoccurrence of discipline action is received by an employee within an eighteen (18) month period, subsequent to the serious offense. The employee must request all purges.

ARTICLE 15 – NO STRIKE – NO LOCKOUT

The Association agrees that during the terms of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support or suggest any: (1) strikes, (2) slowdowns, (3) mass absenteeism, (4) mass resignations, (5) picketing, that involve suspension of or interference with normal work of the department or other Town Departments, or (6) any other similar action which would involve suspension of or interference with the normal work of the department or other Town Departments. The Town agrees there will be no lockouts during the term of this Agreement.

ARTICLE 16 – WORKERS COMPENSATION AND INCOME PROTECTION ABSENCES

Employees covered by this Agreement who are unable to work due to an injury suffered that is covered by workers compensation insurance or an injury or illness covered by income protection insurance shall receive, in addition to compensation paid or payable under Worker's Compensation

Act or the compensation paid by the income protection insurance, 12 hours of sick pay per week if they have unused sick time available.

ARTICLE 17 – NONDISCRIMINATION

The Town and the Association agree not to discriminate against any individual with respect to compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, national origin, age, or physical handicap, except as any of these factors may be bona fide occupational qualifications. Neither shall the Town nor the Association limit, segregate, nor classify employees in any way to discriminatively deprive any individual employee or employment opportunities because of race, color, religion, sex, national origin, age, or physical handicap. The use of the male or female gender or 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 classifications, regardless of sex. The Town agrees not to interfere with the rights of employees to become members of the Association and there shall be no discrimination, interference, restraint, or coercion by the Town because of the Association membership or because of any employee's activity in an official capacity on behalf of the Association or for any other cause.

ARTICLE 18 – UNIFORMS & PROTECTIVE CLOTHING

SECTION-I

The Town shall provide and maintain department approved protective equipment for all Association Members. New Full-Time officers shall be issued uniforms, uniform accessories, and equipment to be used in the performance of their duties. SEE APPENDIX A

The Town shall provide a new Ballistic Panel/Vest that meets Department of Justice and N.I.J Standards, up to a level III-A standard which shall be replaced by the town every five (5) years, or upon manufacturer's expiration of the vest being worn.

SECTION-II

Each Association Member shall be allowed a clothing allowance as follows:

1. All uniformed members shall be allowed \$800.00, respectively. Each purchase must be approved by the Chief of Police and the item purchased becomes the property of the Town of Oakland. SEE APPENDIX A

Newly hired Full-Time uniformed members will be equipped with all items listed in Appendix "A" "Initial Uniform List" but will not be entitled to a uniform allowance until the following fiscal year.

2. All plain clothes members shall be allowed \$800.00 respectively per year for the purchase of uniform equipment and/or civilian clothing.
3. The Dispatcher shall be allowed \$400.00 per year for the purchase of clothing that is approved by management.

- A. The purchase of civilian clothing must be for duty use and a receipt must be submitted to the Chief of Police for approval to be eligible for reimbursement.
- B. The purchase of uniform equipment must be approved by the Chief of Police and the item purchased becomes the property of the Town of Oakland.

The Town will replace, at market value, personal property damaged as the result of being used for duty purposes. The use of personal property must first be approved by the Chief of Police to be eligible for replacement.

ARTICLE 19 – CALLBACK TIME & COURT TIME & ADMINISTRATIVE HEARINGS

SECTION-I

Any employee called back to work shall receive a minimum of three (3) hours pay at one and one-half (1 1/2) time hourly rates of pay for the work for which they are called back. This section applies only when callback results in hours, which are not annexed consecutively to one end or the other of the working day or the working shifts. This section does not apply to scheduled overtime, call-in times annexed to the beginning of the workday or work shift, not to holdover times annexed to the end of the work shift or workday.

SECTION-II

The minimum rate shall be three (3) hours pay at one- and one-half times his/her base hourly rate of pay. This should also include Administrative Hearings. No court time shall be allowed to any such employee who has been notified that his/her presence is not needed prior to the end of his/her shift on the day preceding a scheduled Court appearance. The employee is required to call the court 24 hours before the scheduled trial to see if he/she is needed. If the employee is required to stay in attendance at such Court for more than the minimum hours in any one day, he/she shall be paid for the additional hours spent that day, provided however, that any and all fees, compensations or allowances to which any officer is or would be entitled to for such Court time, as provided for by Statute of Court Order, shall be turned over and paid to the Town and not retained by the employee.

SECTION-III

Callback Time and Court Time situations amounting to less than the minimum hours, in duration, shall not be considered as time worked for overtime computation purposes.

SECTION-IV

Order In Process.

The "order-in" process shall be defined as: The process in which management shall utilize a rotation to fill order-in shifts to ensure all full-time members of the bargaining unit rotate through the selection process. The creation of the order-in rotation list shall be based on seniority and will start with the most junior member of the bargaining unit. Management maintains the right to bypass the rotation in certain situations which would include, though not limited to, emergencies, excessive work-week hours already performed (i.e. multiple overtime shifts previously worked in the week), and significant planned events (i.e. weddings, out-of-state travel involving airfare etc.) Bypassing of the order-in rotation shall be at the discretion of the Chief of Police or Chief's designee.

Any officer ordered in shall rotate to the bottom of the rotation providing that the officer selected works the actual shift requested i.e. calling out sick on the date requested does not absolve the Officer selected from remaining the top pick in the rotation. Bargaining Unit members who are ordered in shall receive compensation paid at a rate of one- and one-half times the Officer's hourly rate of pay as defined under Article 20-Wages, Section IV Overtime of the collective bargaining agreement. In addition, members ordered in shall receive a \$100 stipend per instance.

Order-in shifts shall only occur after management has exhausted the existing overtime rotation, to include part-time employees who are eligible to fill such shifts and also including those members outside of the bargaining unit within the agency i.e. Lieutenants.

The parties agree that the \$100 stipend paid for the "order in" will not be included in the overtime rate of pay calculation.

ARTICLE 20 – WAGES

SECTION-I The wage schedule for the contract period shall be as follows:

POLICE DEPT. SALARIES

	2025/2026	2026/2027
SERGEANT	\$41.25	\$43.25
DISPATCHER	\$30.32	\$32.32
OFFICER 1 - 2 (years)	\$31.35	\$33.35
OFFICER 3 - 5 (years)	\$33.38	\$35.38
OFFICER 6- 9 (years)	\$35.91	\$37.91
OFFICER 10 YEARS +	\$38.75	\$40.75

The Town reserves the sole right to waive or give credit in terms of the stated longevity for new employees who have successfully completed the Maine Criminal Justice Academy. That is, lateral entry for the purposes of starting wages and benefits may occur and the months of stated service may be considered as an equivalent to months of service on the Oakland Police Department.

SECTION-II

"OUTSIDE DETAILS" which are non-patrol, consumer paid details, shall be filled based on the availability of regular, full-time personnel rotation by seniority. Outside Details will be for a minimum of four (4) hours at \$75.00 per hour. Details that cannot be filled by full-time personnel may be filled by utilizing part-time personnel when appropriate.

An exception to this section shall be for any RSU-18 School System sponsored activities. For the school system there will be a three (3) hour pay minimum at one and one-half times the rate of the top Sergeant's rate of pay.

SECTION-III**"GRANTS AND CONTRACTED DETAILS"**

Officer's rates of pay for working Details which are funded by outside grants and contracted details will be for a minimum of four (4) hours and set at the rate of \$75/hour. These grants include, but are not limited to, grants funded by the National Highway Safety Administration and Maine Bureau of Highway Safety.

SECTION - IV

OVERTIME Employees covered by this Agreement shall be paid at the rate of one and one-half (1 1/2) times their hourly rate of pay for all hours actually worked over their regularly scheduled shift in a work week. For the purposes of this section the hours actually worked shall not include hours compensated for by Sick Leave.

Dry cleaning reimbursement will be paid to all full-time Officers and Dispatcher at a rate of \$21.00/month.

Cellular Phone allowance: Officers not provided a department issued cell phone will be paid a monthly stipend of \$20.00 for the use of their personal cell phone. All officers will be required to keep their cell phones readily available and answer their cell phone when called by the police department.

SECTION - V

Specialty Pay: Members who are certified Maine Criminal Justice Academy Instructors and provide training to members of the Oakland Police Department and at the Maine Criminal Justice Academy shall receive one annual \$500.00 stipend. This includes instructors in the following disciplines.

1. Firearms
2. Intoxilyzer
3. Taser
4. Emergency Vehicle Operations Course
5. ASP- Armament Systems and Procedures
6. Defensive tactics
7. Electronic Speed Measurement Device Instructor

SECTION VI**Educational Stipends:**

- Associates/military .50
- Bachelor's degree .75
- Master's degree 1.00

SECTION VII**Detective Stipend:**

An employee appointed to the position of Detective will receive in addition to their hourly wage, a \$1/hr stipend while serving in this capacity. Should the employee be removed from this assignment, whether by choice or at the Chief's discretion, the stipend will cease.

ARTICLE 21 – INSURANCE & RETIREMENT**SECTION-I****PPO-1500 Plan:**

For employee only plan, Town pays 100% of the premium.

For employee and child plan, The Town pays 96% and employee pays 4% of the premium.

For family plan, the Town pays 80% and the employee pays 20% off the premium.

HRA Funding levels:

Employee only Plan: \$2,576 annually.

Employee and Child Plan: \$2,706 annually.

Family Plan: \$2,900 annually.

POS – 200 Plan (Only available to employees hired before 01/01/2012):

For employee only plan, Town pays 95.8% and employee pays 4.2% of the premium.

For employee and child plan, the Town pays 91.7% and employee pays 8.3% of the premium.

For family plan, the Town pays 70.3% and the employee pays 29.7% of the premium.

The Town agrees to provide the PPO 1500 health insurance plan or its equivalent during the life of this Contract. If the Town desires to change insurance carriers during the life of this agreement, such changes must be negotiated.

An employee who has the ability to have insurance coverage from another source, and can demonstrate the same to the Town, may elect to go off the coverage offered by the Town. Such employees shall receive, monthly, a sum equal to \$250.00 per month. The selection may be made at the beginning of each fiscal year or upon a qualifying event, which includes the gain or loss of another

source of health care coverage. The payment made here in lieu of insurance will not prevent the employee from re-enrolling in the Town's health insurance plan at a later date.

SECTION-II

Workers Compensation in accordance with the Maine statutes will be provided by the Town.

SECTION-III

The Town will maintain General liability insurance coverage of \$400,000 for coverage under the Tort Claims Act and \$2,000,000 above that for its municipal operations including the police department. This coverage shall include standard levels of Police Liability coverage.

SECTION-IV MISSION SQUARE RETIREMENT 401A – the Town will match the employee's contribution on a dollar for dollar of (8.5%), of that employees regular wages, the employee will contribute 1.5% (regular wages being defined as those earned on a 40-hour workweek) along with Social Security.

The Town will offer the current employees the opportunity to participate in Mission Square 457 plan on a voluntary basis.

ARTICLE 22 - WORK SCHEDULE

SECTION I

The work schedule for the Oakland Police Officers shall consist of eighty (80) hours in a two-week period. The work schedule shall include 8, 10, or 12-hour shifts and shall provide for twenty-four (24) hours of police coverage, seven (7) days a week. There will be eight (8) weeks between each "shift pick" and shift picks will be based on a rotating list. For each rotation, the officer who picks first will move to the bottom of the list; the officer who picks second will move to the first pick position, and so on. The process is designed so each officer gets their choice of shifts at least half of the time. The Chief of Police, or his/her designee, must provide an employee with fourteen (14) days of advance notice before changing an employee's regularly scheduled shift, except in the event of an emergency or unplanned shift vacancy.

ARTICLE 23-EDUCATION ASSISTANCE

Employees covered under this agreement will be reimbursed the cost of any job-related educational advancement courses as follows:

Associates Degree.....up to \$200 per course.
Bachelor's Degree.....up to \$300 per course.
Master's Degree.....up to \$300 per course.

The reimbursement is limited to four (4) courses per year.

ARTICLE 24 – SAVINGS CLAUSE

If any provisions of this agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The Town and the Association agree to meet and negotiate a replacement clause within thirty (30) days of the declaration of invalidity of such clause.

ARTICLE 25 - HEALTH & SAFETY

The Association recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary, and efficient conduct of the Town's business and reasonable penalties for the violation of such rules and regulations. The Town is responsible for meeting safety standards that are considered minimum standards required by the Occupational Safety and Health Act of 1970, as well as other federal and state laws. Noncompliance with the act may result in fine and penalty to the Town.

The Town for all employees engaged in work where such devices are necessary shall provide proper safety devices. Such devices, where provided must be used as intended. If a member of the unit deems his vehicle or equipment to be unsafe, he shall notify his superior who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

Any employee involved in any accident shall immediately report to his immediate, non-unit superior said accident and any physical injury sustained. Said report will be made on a proper form provided by the Town. It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage after use.

ARTICLE 26 - POLITICAL ACTIVITY

While working full-time for the Town, employees shall refrain from seeking or accepting nomination or election to any office in the Town government. Town employees shall not circulate petitions or campaign literature for elective Town officials, or in any way be concerned with soliciting or receiving subscriptions, contributions, or political service from any person or for any political purpose pertaining to the government of the Town. This rule is not construed to prevent the Town employees from becoming, or continuing to be, members of any political organizations, from attending political organizational meetings, and expressing their views on political matters, or from voting with complete freedom in any election.

ARTICLE 27 – UNION OFFICERS

The Union President shall be allowed up to 1 hour per week to work on union matters, if it does not interfere with the performance of his/her duties. If more time is needed, the Union President will need the permission of the Chief of Police or his/her designee.

ARTICLE 28 – PAID FAMILY AND MEDICAL LEAVE

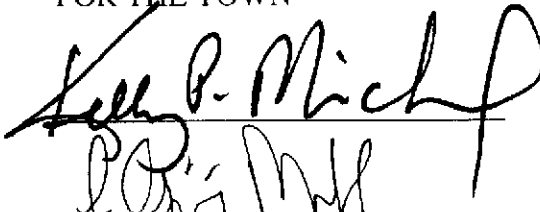
In order to maintain compliance with the required State of Maine Paid Family and Medical Leave (PFML) law, both the employees covered by this collective bargaining agreement and the Town of Oakland agree to contribute to the state's leave fund or an employer provided alternative private plan approved 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 29 – DURATION OF THE AGREEMENT

Except as otherwise herein specifically stated, this Agreement shall be effective three (3) years commencing July 1, 2025, through June 30, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one-hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. If such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date thereof.

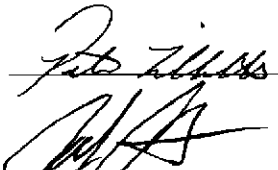
IN WITNESS WHEREOF, the parties hereto have set their hand the 8
day of May, 2025

FOR THE TOWN



Witness

FOR THE ASSOCIATION



Oakland Full-Time Police
Officers Association (FOP)

APPENDIX A**New Full-time hire "Initial Uniform List" & current Full-time uniform list**

Uniform shirt long sleeve	2 *	Miscellaneous uniform items	
Uniform Shirt Short sleeve	2 *	Collar Brass	2 *
Uniform Pants	2 *	Name tag	2
Rain Jacket	1 *	Uniform silver buttons	4 *
Winter Jacket	1 *	Badges	2 *
Uniform boots summer or winter	1Pr		
Undershirts or T-shirts	4		
Uniform Necktie	1 *		
Tie Bar	1 *		
		Body armor	
Hat strap	1 *	Body armor to level III	1 *
Hat cover	1 *	Duty bag items	
Knit hat (winter hat)	1 *	Duty Bag	1 *
Inner pants belt	1 *	Summons case	1 *
Traffic Reflective Vest	1 *		
Duty belt items			
Duty Belt (Gun Belt)	1 *		
Pistol Holster	1 *	Police Form holder	1 *
Magazine holder	1 *		
OC Pouch	1 *	Miscellaneous items	
Taser Holster	1 *	Cruiser key	2 *
Baton Holster	1 *	Building key and swipe card	1 *
Handcuff case	2 *	Handcuff key	2 *
Radio holster	1 *	Patrol gloves	1 *
Belt keepers	5 *	Agency ID card	1 *
Flashlight ring	1 *		
Protective glove case	1 *		
Duty Belt Equipment			
HK VP9	1 *	Flashlight	1*
Magazine	3*		
Duty rounds (Pistol bullets)	50 *		
Saber Red OC spray	1 *		
Radio	1 *		
Handcuffs	2 *		
Rifle	1 *		
Duty Rounds (Rifle Bullets)	1 *		

If the new employee must go through the Police Academy Training, the police academy requirements as set by the MCJA will be provided to the employee.

NOTE: * These items are to be returned to P.D. upon separation

Approved Additional Uniform Items (Can be purchased with clothing allowance)

Uniforms *
Off Duty Holster*
Ear & Eye protection for pistol qualification
Handcuffs *
Leg Irons *
Uniform Sweater*
Winter & Summer gloves
Off Duty Cuff Case*
Award ribbons/brackets
I.D. Case/Wallet

NOTE: * These items are to be returned to P.D. upon separation

Additional specialty items to be approved by the Police Chief

(Vendors will be approved by the Police Chief)