



TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1329 Fax: (207) 439-6806

KITTERY TOWN COUNCIL COUNCIL CHAMBERS

December 12, 2022

6:00PM

Meetings may be watched in person, on Channel 22, the Town's website, or Kittery Channel 22 Facebook page.

The public may submit public comments via email, US Mail, or by dropping off written comments at the Town Hall. Emailed comments should be sent to:

TownComments@kitteryme.org.

The public may participate in person or via Zoom webinar. **To register for the Zoom webinar, click this link:**

https://us02web.zoom.us/webinar/register/WN_P0HwOHqHQdCGMdMtycdJww

Written comments received by noon on the day of the meeting will become part of the public record and may be read in whole or in summary by the Council Chair.

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption
6. Town Manager's Report
7. Acceptance of Previous Minutes
8. Interviews for the Board of Appeals and Planning Board.
 - a. (120122-01) The Kittery Town Council moves to interview and reappoint Stephen Bellatone to the Planning Board for a three-year term to expire December 31, 2025.

b.(120122-02) The Kittery Town Council moves to interview the following two (2) candidates to the Planning Board for a three-year term to expire December 31, 2025.

- Robert Doyle
- Brandon Holben

9. All items involving the town attorney, town engineers, town employees or other town consultants or requested offices.

10. PUBLIC HEARINGS

a. (120122-03) Kittery Town Council moves to hold a public hearing on amendments to Title 5 Short Term Rental License.

11. DISCUSSION

- a. Discussion by members of the public (three minutes per person)
- b. Response to public comment directed to a particular Councilor
- c. Chairperson's response to public comments

12. UNFINISHED BUSINESS -

13. NEW BUSINESS

a. Donations/gifts received for Council disposition.

(120122-04) The Kittery Town Council moves to accept a donation in the amount of \$100.00 from Robert and Megan Kline, to be deposited into the KCC donations account #2063.

(120122-05) The Kittery Town Council moves to accept a donation in the amount of \$99.00 from Hannaford's Bloomin' 4 Good Program, to be deposited into the KCC donations account #2063.

(120122-06) The Kittery Town Council moves to accept a donation in the amount of \$100.00 from Jeffrey and Gail Hendrickson, to be deposited into the George Smart Santa Fund account #1372.

b.(120122-07) The Kittery Town Council moves to reappoint the following Board and Committee members; all terms are for three years and will expire on December 31, 2025.

- Mary Thron – Board of Assessment

- Diane Harvey – Board of Trustees
- Brad Hirst – Board of Trustees
- David Mann – Board of Trustees
- Jeffrey Clifford – CIP Committee
- Kenneth Fellows – Climate Adaptation
- Cameron Wake – Climate Adaptation
- Cassandra Bliss – Conservation Committee
- Nanci Lovett – Conservation Committee
- Donald Moore – Conservation Committee
- Steven Workman – KCC Board
- Robert McDonough – Parks Committee
- Denise Payne – Parks Committee
- David Wrocklage – Parks Committee
- Daniel O'Reilly – Shellfish Committee

c. (120122-08) The Kittery Town Council, in accordance with 30 MRS 4356, hereby extends the moratorium on the acceptance of applications or issuance of any permits by the Planning Board or Board of Appeals in the geographic area designated as the Mix Use Neighborhood on the Town's Zoning Map, for a period of 180 days from February 8, 2023.

d. (120122-09) Kittery Town Council moves to adopt amendments to the Town's Collective Bargaining Agreements.

14. COUNCILOR ISSUES OR COMMENTS

15. COMMITTEE AND OTHER REPORTS

- a. Communications from the Chairperson
- b. Committee Reports

16. EXECUTIVE SESSION

17. ADJOURNMENT

Posted: December 8, 2022



TOWN OF KITTERY

Office of the Town Manager

200 Rogers Road, Kittery, ME 03904

Telephone: 207-475-1329 Fax: 207-439-6806

kamaral@kitteryme.org

Town Manager's Report to the Town Council December 12, 2022

- 1. PFAS Update** – The Town is proceeding with the waterline extension project for Jewett Lane, Pettigrew/Shade Tree, Fernald, and Evergreen Drive. We have hired an engineer to design the project, including the water main extension and the residential connections to the main. We will also likely conduct some exploratory borings for ledge as part of the design process. The goal is to bid the project in February, for installation to begin in the spring.

The water filtration system for the Bolt Hill property is in the final stages of paperwork. DEP is reviewing the paperwork, and once they sign off the filtration system will be scheduled for installation. The installation is expected to be complete this winter.

Impacted residents have received regular updates on the progress of the projects and next steps. The team will be working with them during the design process to identify preferred locations across their property for their connection to the new water main.

- 2. George Smart Santa Fund** – Every year, the Town of Kittery through the George Smart Santa Fund, distributes funds to Kittery families in need. The Santa Fund helps ensure this is a time of hope and joy for our most vulnerable residents. This holiday season the fund will be providing 13 families with \$250 each to help purchase gifts, winter clothing, and other needs.

The fund is supported annually by generous donations from the community and area businesses. These donations help replenish the fund for the following year's holiday season. We are grateful for the donors' support in continuing the Santa Fund program each year.

For more information or to contribute to the George Smart Santa Fund, contact Town Clerk, Jillian Richards at jrichards@kitteryme.org or at 207-439-0452.

- 3. Freebie Barn** – We are excited to announce the upcoming reopening of the Freebie Barn. The Freebie Barn, located at the Kittery Resource Recovery Facility, has been a valuable asset to the Town of Kittery and sorely missed by our community since its closure due to COVID-19.

The goal of the Freebie Barn is to reduce the number of items being put into the waste stream, and offer residents options to reuse or repurpose items that still have useful life. The Town of Kittery is excited to announce the reopening of the Freebie Barn starting in January 2023, with some new and exciting improvements.

To reintroduce the Freebie Barn program, the Town has been working with its Climate Adaptation Committee and Kittery Climate Action Now (KCAN) to make a variety of changes that will allow us to focus the types of items that are collected, assist residents with recycling and reutilization of common and urgently needed items, and reduce the number of items that linger at the Freebie Barn and ultimately end

up in the waste stream. The Freebie Barn will be partnering with a variety of community organizations throughout the year to find new ways to recycle items that have not been repurposed by residents at the end of each month.

For more information visit www.kitteryme.gov/FreebieBarn

- 4. Get Involved – Boards, Committees, and Commissions** – There are a number of upcoming opportunities for residents to get involved by volunteering to be on a board, commission, or committee. Volunteering to be on a board, commission or committee is a great way to learn more about the town, meet fellow residents, share ideas, and shape the future of Kittery.

We currently have open seats on the Planning Board, Board of Appeals, and a number of various advisory boards and committees.

For more information visit www.kitteryme.gov/get-involved.

Upcoming Dates:

- Fort Foster Season Passes – Available Now, Town Hall
- Dog License Renewal – Deadline January 31, Town Hall
- Town Hall - Holiday Closures – Monday, December 26 and Monday - January 2

Respectfully Submitted,



Kendra Amaral
Town Manager



The Freebie Barn is Back!

The Town of Kittery, in collaboration with the Climate Adaptation Committee and Kittery Climate Action Now (KCAN), is excited to announce the reopening of the Freebie Barn in January 2023, with some new and exciting improvements.

WHAT IS THE FREEBIE BARN?

The Freebie Barn is a place to drop off, pick up, and swap reusable common items. The goal of the Freebie Barn is to prevent items that still have a useful life and purpose, from being put into the waste stream and landfills.



WHAT IS NEW AT THE FREEBIE BARN?

The Freebie Barn will now collect different items each month, based on the needs of our community. Residents are welcome to donate or pick up items that fit within the designated monthly categories.



WHEN WILL IT BE OPEN?

- **Freebie Barn:** Open to the public for item drop-offs and pick-ups at the Kittery Resource Recovery Facility on Wednesdays from 11 AM - 2 PM.
- **Community Swap:** Open to the public for item pick-ups at the Kittery Community Center on the last Sunday of each month from 9 AM - 12 PM.

Note: Freebie Barn's hours will be dependent on volunteer availability.



The Freebie Barn is a volunteer-operated program and requires engaged citizens like YOU to help make it a success.

For more information, or to sign up to be a Freebie Barn volunteer, visit: www.kitteryme.gov/freebiebarn or scan the QR code here! 





VOLUNTEERS NEEDED

The Town of Kittery is excited to announce the reopening of the Freebie Barn in January 2023.



The Freebie Barn is a volunteer-operated program and requires engaged citizens like YOU to help make it a success.

Volunteers will help operate the Freebie Barn and the Community Swap events each month.



Volunteers needed:

- Wednesdays from 11 AM - 2 PM at the Freebie Barn, located at the KRRF.
- Last Saturday of the month from 11 AM - 2 PM to transport items from the Freebie Barn to the KCC.
- Last Sunday of the month for a variety of shifts between 7:30AM - 1PM to assist with last minute item drop offs, event set-up, and event clean-up.

**Want to be a part of the new Freebie Barn program?
Sign up to be a volunteer today!**



For more information, or to sign up, visit:
www.kitteryme.gov/freebiebarn or scan the QR code.





**TOWN COUNCIL & TOWN MANAGER
ANNUAL GOALS
2022
Year End Update**

Town Council Goals

Council Conduct

- Continue to conduct Council business respectfully as we work toward consensus and capitalize on our experiences and diversity
- Work to keep the demands we place on the Town Manager and her staff at a manageable level and maintain an open line of communication with the Manager regarding questions and demands

Affordability

- Increase housing stock for those meeting affordability guidelines:
 - Support proposed zoning changes to make developing affordable housing more cost competitive (3.3, 4.1, 4.2, 8.5) – **Title 16 amendments to BL & BL-1 Zone adopted. Business Park zone under moratorium, RFP to be developed for consulting on addressing zoning for this area.**
 - Direct funding, where appropriate, to the Housing Fund (4.1, 4.2) – **3 Walker Street sold, Phelps title work needed. Two ADU grants awarded, implementation in process.**
- Promote weatherization for low-income residents (4.1, 4.2, 9.2, 9.3)
- Investigate options for tax relief for low-income property owners and develop a plan for implementation and funding (4.1, 4.2) – **Information about Property Tax Fairness program added to website and notices. Senior Tax Circuit Breaker will be up to \$2,500 per applicant, awaiting state information on Property Tax Stabilization program.**

Community

- Develop a plan to review and change, where necessary and appropriate, Town ordinances, policies, and practices to assure fairness, equity, and inclusion for all Kittery residents and visitors. Establish a Council Committee to this end, working with the Town Manager to identify a process, experts, and resources to assist. (7.1) – DEI committee formed. 29 Mainers Show installed at KCC. **Community outreach effort underway to gather input on how to make Kittery more equitable and inclusive.**
- Continue implementation of plans to control traffic, reduce speeds in Kittery neighborhoods, including:
 - Implementation of JLUS recommendations with respect to public transportation and remote satellite parking (5.1, 5.4) – Park & Ride at Simon Malls launched; PNSY advised they hit a hurdle on their TIPs program revisions to support use of remote parking facilities within 10 miles; **Round 3 JLUS grant launched.**
 - Implementation of bike/ped master plan recommendations (5.2, 5.3) – **Stevenson Sidewalk grant application submitted to MDOT; awaiting decision. Preliminary discussions in process with MDOT about demonstration projects for spring of 2023.**
- Assess Memorial Field for potential improvements that will support the demand for high quality playing fields (2.2,7.2) – Incorporated in FY23 CIP. YAC will serve as steering com. **Proposals received, selection of consultant underway.**

- Expand use of social media to communicate with residents, business owners, and visitors (7.1) **Communication Director position created; communication strategy and workplan in development.**
- Increase citizen involvement in Town governance – **Call for volunteers ongoing; SeeClickFix launched and receiving citizen requests for service (i.e. potholes, signs down, etc). Sign-up Genius launched for community volunteer opportunities.**

Climate Resilience

- Support development of a comprehensive Kittery Climate Action Plan (9.1, 9.2)- SMPDC with collaborative communities received State grant for CAP development. **CAP Cohort project launched; community outreach planning underway.**
- Create a climate resilience reserve fund (9.1, 9.2)
- Support ordinances to protect the shoreland zone (8.1, 8.2) – **CAC working on shoreland ordinance revisions to address coastal flooding and sea level rise.**

Fiscal Responsibility and Town Services

- Adopt a budget that is progressive, responsible, responsive to community expectations and needs (7.4) – **COMPLETE**
- Investigate costs, benefits, and effectiveness of:
 - growing the full-time Fire Department (7.3) – Ambulance analysis in process, gathering data from ambulance operations in comparable communities.
 - increasing the Police embedded social worker program to full-time status (7.3)
- Encourage the Town Manager’s continued assessment of the effectiveness of Town service delivery (7.1) – **ongoing**

Town Manager Goals

Support Council’s efforts to implement the Comprehensive Plan 5 Year Action Plan (see Council Goals)

Support long term planning and growth management objectives:

- Obtain funding to advance JLUS implementation strategies including micro- and mass-transit, housing, and communication with PNSY – **Grant application approved, project launched.**
- Propose and implement a property surplus strategy for 3 Walker – **COMPLETE**
- Identify programs, grants, and property acquisitions that retain or increase working waterfront access. – registered for National Working Waterfront Conference in July to gather more information about funding and technical assistance. – **Ongoing discussion to develop a regional invitational roundtable to pull resources for protecting working waterfront properties in the area.**
- Complete Gorges Road expansion project and implement surplus strategy for Walker Street Fire Station – architect developing drawings and cost estimate. **Bid issued.**
- Complete land agreement and transfer of Taylor Building – **COMPLETE**

Climate Action

- Propose and implement additional strategies and projects to reduce municipal greenhouse gas emissions. – **Climate action plan in development phase.**

Social and Racial Equity and Justice

- Develop strategies to attract a diverse candidate pool for town positions, boards, commissions, and committees – **Reviewing job postings and adjusting to align with best practices and current job seeker trends. Beginning transition to include pronouns in signature/title text.**

Enhance Financial Stability

- Produce a 2023 budget that seeks to respond to service expectations of the community, and appropriately addresses unmet needs and responds to growing inflation – **COMPLETE**
- Develop and implement enhancements to the investment strategies to maximize returns without significantly increasing risk – **COMPLETE**

Enhance Municipal Services

- Increase Town's presence on social media platforms
- Implement tech-based interactive resident request system (SeeClickFix) – **COMPLETE**
- Launch Police Citizens Academy and expand to other areas as appropriate – **Staffing shortages have prevented work on this initiative.**
- Implement short-term recommendations from Bike/Ped Master Plan – **demonstration projects being planned for spring 2023.**
- Launch five-year strategic planning effort for Library – **RFP for consulting services released. Interviews scheduled.**
- Advance the integration of general assistance with our local social service agencies – **discussions being initiated in conjunction with Main Spring project.**
- Working with partners, develop a plan to reestablish a preschool/daycare program at the KCC – **COMPLETE**



TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1313 Fax: (207) 439-6806

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: _____

RESIDENCE: _____

MAILING (if different) _____

E-MAIL ADDRESS: _____

PHONE #: (H) _____ (W) _____ (C) _____

Please check your choices and list in order of priority by marking 1,2,3, etc.:

- | | |
|---|---|
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Board of Assessment Review |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Board of Trustees of Trust Funds |
| <input type="checkbox"/> Comprehensive Plan Committee | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> Education Scholarship Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Parks Commission | <input type="checkbox"/> Kittery Port Authority |
| <input type="checkbox"/> Planning Board | <input type="checkbox"/> KCC Board of Directors |
| <input type="checkbox"/> Kittery Climate Adaptation Committee | <input type="checkbox"/> Library Advisory Committee |
| <input type="checkbox"/> Kittery Celebration Committee | <input type="checkbox"/> Kittery Housing Committee |
| | Other _____ |

EDUCATION/TRAINING: _____

RELATED EXPERIENCE (Including other Boards and Commissions) _____

PRESENT EMPLOYMENT: _____

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY Yes No

ANY KNOWN CONFLICT OF INTEREST (please read back of application): _____

REASON FOR APPLICATION TO THIS BOARD: _____

I HAVE ___/HAVE NOT ___ ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

Please read the back of this application before signing.

Bob Doyle

11/22/2022

SIGNATURE OF APPLICANT

DATE

Title 30-A: MUNICIPALITIES AND COUNTIES

§2605. Conflicts of interest

1. Voting. The vote of a body is voidable when any official in an official position votes on any question in which that official has a direct or an indirect pecuniary interest.

4. Direct or indirect pecuniary interest. In the absence of actual fraud, an official of a body of the municipality, county government or a quasi-municipal corporation involved in a question or in the negotiation or award of a contract is deemed to have a direct or indirect pecuniary interest in a question or in a contract where the official is an officer, director, partner, associate, employee or stockholder of a private corporation, business or other economic entity to which the question relates or with which the unit of municipal, county government or the quasi-municipal corporation contracts only where the official is directly or indirectly the owner of at least 10% of the stock of the private corporation or owns at least a 10% interest in the business or other economic entity.

When an official is deemed to have a direct or indirect pecuniary interest, the vote on the question or the contract is not voidable and actionable if the official makes full disclosure of interest before any action is taken and if the official abstains from voting, from the negotiation or award of the contract and from otherwise attempting to influence a decision in which that official has an interest. The official's disclosure and a notice of abstention from taking part in a decision in which the official has an interest shall be recorded with the clerk or secretary of the municipal or county government or the quasi-municipal corporation.

A. This subsection does not prohibit a member of a city or town council or a member of a quasi-municipal corporation who is a teacher from making or renewing a teacher employment contract with the municipality or quasi-municipal corporation for which the member serves.

6. Avoidance of appearance of conflict of interest. Every municipal and county official shall attempt to avoid the appearance of a conflict of interest by disclosure or by abstention.

[Home](#) » [Town Clerk](#) » [Town of Kittery Board & Committee Application](#) » [Webform results](#)

Submission #14

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Welcome to the website. For Help Documentation & Videos, please visit our [Municipal User Center](#) or, for schools, visit our [Schools User Center](#). **It is recommended you write down the following credentials to login to the User Center - Username: "CivicOpen" and Password: "ClientUser10!"**

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Submission information

Form: [Town of Kittery Board & Committee Application](#)

Submitted by Anonymous (not verified)

December 1, 2022 - 2:55pm

71.181.0.90

Name:

Brandon Holben

Residence:

23 Oak Terrace Kittery, ME 03904

Mailing (if different):**E-Mail Address:**

brandon@winterholben.com

Cell Phone Number:

2077034918

Home Phone Number:**Work Phone Number:**

2079943104

Board, Committee & Commission Choices

Planning Board

Rank Choices By Priority

Planning Board

Education/Training:

Licensed Architect in ME, NH, & MA with over 20 years of professional experience. Owner of local architecture firm in Kittery for 7 years. NCARB certified. LEED Accredited Professional (Leadership in Energy and Environmental Design).

Related Experience (Including other Boards and Commissions):

3S Artspace Building Committee - 2012

Ongoing work with non-profit groups to vision and plan new projects around the seacoast including 3S Artspace, Albacore Park & Museum, & Seacoast Science Center

Present Employment:

WINTER HOLBEN architecture + design in Kittery, ME

Are You a Registered Voter in the Town of Kittery?

Yes

Do You Have Any Conflicts of Interest?

Yes we occasionally do design work in Kittery and would have to recuse from any of those projects.

Reason for Application to this Board:

Interested in the future of Kittery planning and development.

I have attended at least two meetings of the board for which application is being made:

Have

I agree to attend all meetings, except for illness/emergency & will advise the Chair when unable to attend:

Agree

Signature

Brandon Holben

[Previous submission](#)

Next submission



TOWN OF KITTEERY
200 Rogers Road, Kittery, ME 03904
Telephone: 207-475-1329

REPORT TO TOWN COUNCIL

Date: September 26, 2022
Update: October 24, 2022
From: Kendra Amaral, Town Manager
Subject: Short Term Rental Report
Councilor Sponsor: Chairperson Judy Spiller

EXECUTIVE SUMMARY

In accordance with §5.12.5.D of the Short Term Rental License ordinance, the Town Manager is required to provide a report to the Town Council no later than September 30, 2022 regarding the total number of licenses issued and the status of the implementation and compliance with the ordinance, to determine if the total number of available licenses for issuance per year should be adjusted for the ensuing year.

The data in this report represents a snapshot of the status as of August 31, 2022. The Council has received intermittent reports on the number of licenses, waitlisted applications, and revenues since adoption of the ordinance. Please review Town Manager reports from January 25, 2021 and June 28, 2021.

NUMBER OF LICENSES

§5.12.5.A establishes a baseline of short-term rental license available for issuance equal to the total number of units as of December 31, 2020. After adjusting for applications received by the deadline but still in process, we calculated 89 licenses as the baseline. Each year the number of available licenses grow by 8%.

As of August 31, 2022 the total available licenses are 104. 102 are issued and 1 is in process. There are 45 applicants on the waiting list.

Of those with licenses, 14 property owners hold more than one license for their property(ies). Approximately 90% of the licenses are issued to single family properties; the remaining 10% are for multi-family units on a property. Of the multi-family units, 8 have two units on the property licensed for STRs.

Revenue collections were as follows:

	FY21	FY22	FY23
New	\$ 7,450	\$ 1,250	\$ -
Renewal	\$ -	\$ 6,750	\$ 1,800
Increase Occupancy	\$ 200	\$ -	\$ -
TOTAL	\$ 7,650	\$ 8,000	\$ 1,800

IMPLEMENTATION AND COMPLIANCE

When licensing was first launched, the Town purchased a license for a technology solution to assist with identifying unlicensed STRs for enforcement action. After multiple solutions were evaluated and

interviewed, a provider was selected and engaged. The cost of the service was \$13,000 for the year. The other solution considered was approximately \$20,000 per year.

The software solution was expected to scrape the web of listings in Kittery and cross reference them against licensed STRs and report any discrepancies. The software can also analyze if listings are inconsistent with local ordinance for durations and other specific factors.

Though the expectation was high, the results of working with the software was not great. The lists of addresses for STRs provided by the software were predominately wrong, requiring a significant amount of staff time to research and correct the information.

We have had six complaints and issued four notices of violation for unlicensed STRs. Two were brought into compliance through the waiting list process. The other two are still in the enforcement phase.

We have one complaint from a neighbor about people from an adjacent STR walking across her driveway/yard. We do not have any other records of complaints from Code Enforcement or the Police Department.

UPDATE

At the September 26 meeting, the Council requested additional information about the wait-listed applications. Additionally, the Council reached consensus on desired amendments to the licensing ordinance.

WAIT LIST

As of October 19, there are 51 applications on the wait list. Below is a breakdown of the wait list applications:

Total Waitlist Applications in Queue	Total Waitlist Applications Kittery Owners	Total Waitlist Applications Multiple Apps/Licenses Per Property
51	36	7
	70%	14%

Attached is a summary list wait list applications by street name. Please note, some streets have multiple unique properties on the wait list (e.g., 21, 26 and 116 Rogers Road).

UPDATE – DRAFT ORDINANCE AMENDMENTS

Per the Council's direction at the September 26 meeting, attached are proposed amendments to Title 5 – Short Term Rental Licenses. The proposed amendments seek to accomplish the following:

- Remove the review provision incorporated into the original adoption of the ordinance; the review has been conducted as reflected by this report.
- Add a cap on the number of units in a structure or building that can be licensed for short term rentals. This effectively would prevent a property owner from turning a multi-unit building into a pseudo hotel or rooming house of all short-term rentals.
- Increase the fine for violation from \$250 to \$500
- Increase the non-owner-occupied license fee from \$100 to \$200

PROPOSED SOLUTION/RECOMMENDATION

Adopt amendments as proposed.

ATTACHMENTS

- Draft Title 5 - Short Term Rental Amendment
- Draft Title 5 Short Term Rental Enactment
- License wait list by street

TITLE 5
SHORT TERM RENTAL LICENSE

1. AMEND §5.12 Short Term Rentals as follows:

§ 5.12-1 Purpose.

The use and intent of these regulations is to ensure that any home-based short-term rental business operates in a manner that respects the neighborhood in which it is situated. The regulations allow short term rental operations in residential dwelling units with the intent of protecting the quality of life of the surrounding residential neighborhood from unreasonable or unsafe intrusions and nuisances inappropriate to a residential setting.

§ 5.12-2 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

OWNER

A person who is the owner of record of real property as documented by deed or other document evidencing ownership recorded at the York County Registry of Deeds.

OWNER OCCUPIED

The owner is domiciled at the property for no less than 183 days in a tax year, as documented by a State of Maine Income Tax Return or other document evidencing owner occupancy.

SHORT-TERM RENTAL

The use, control, management or operation of a dwelling unit or accessory dwelling unit, in whole or in part for dwelling, sleeping or lodging purposes for periods of fewer than 30 consecutive days; for compensation, directly or indirectly.

§ 5.12-3 Applicability.

A. This chapter applies to any residential dwelling unit, room within a dwelling unit, or accessory dwelling unit that is rented, in whole or in part, for a period of less than 30 consecutive days, for compensation, directly or indirectly.

B. Exclusions. Excluded from this chapter are:

(1) Dwelling units used, in whole or in part, for dwelling, sleeping or lodging purposes for periods 30 consecutive days or more.

(2) Lodging establishments such as hotels, motels, bed and breakfasts, inns, boarding or rooming houses, or temporary housing.

C. Nothing contained in this chapter supersedes any condominium, homeowner, or restrictive deed covenants that apply to the dwelling unit.

§ 5.12-4 License required.

A. No person may advertise or operate a short-term rental unit without a license issued by the Code Enforcement Officer. Short-term rental units in operation prior to the adoption of this chapter must be licensed no later than December 31, 2020.

B. Nonrefundable fees for the license are set forth in Appendix A.

C. Short-term rental licenses must be renewed on an annual basis. Each license issued under this chapter expires one year from issuance.

37 D. Each licensee will receive a certificate issued by the Code Enforcement Officer stating the license
38 number, valid license period, occupancy limit for the unit, the name and emergency contact information
39 of the operator of the short-term rental unit, and the name and contact information of the property owner
40 if different than the operator.

41 E. A license is not transferrable to any other person, or from location to location, and is valid only at the
42 location and for the person designated. Any change in ownership of the dwelling unit will require a new
43 license.

44 § 5.12-5 **License limits.**

45 A. The baseline number of short-term rental licenses available for issuance will be equal to the total
46 number of licensed short-term rental units as of December 31, 2020 in accordance with § 5.12.4A.

47 B. The number of licenses issued in calendar year 2021 may not exceed the starting number as determined
48 by § 5.12.5A plus 8%.

49 C. The number of licenses issued in calendar year 2022 may not exceed the total number of valid licenses
50 as of December 31, 2021 plus 8%.

51 ~~D. No later than September 30, 2022, the Kittery Town Council will receive a report from the Town
52 Manager, regarding the total number of licenses issued and the status of implementation and compliance
53 with the ordinance, to determine if the total number of available licenses for issuance per year should
54 adjusted for the ensuing calendar year.~~

55 D. A building or structure may have no more than 2 licensed short term rental units at any given time.

56 E. If a license is cancelled by the license holder or denied or revoked in accordance with § 5.12.8, it will
57 become an available license for issuance in the calendar year it is cancelled, denied or revoked.

58 F. Owners will have the right to renew their license each year, unless the license is otherwise denied,
59 revoked or suspended in accordance with § 5.12.8.

60 § 5.12-6 **Standards.**

61 A. Owner: Only the owner of the property can apply for the dwelling unit to be used for short-term rental.

62 B. Occupancy limits.

63 (1) No more than one short-term rental contract is allowed per dwelling unit at any one time.

64 (2) No more than two adults per bedroom are allowed, unless otherwise approved by the Code Enforcement
65 Officer and the Fire Chief or their respective designees. Increased occupancy limits may be granted
66 upon application to the Code Enforcement Officer and inspection of the dwelling unit.

67 C. Property taxes current. No property may be licensed for short-term rental if the property is subject to an
68 existing foreclosure or lien from the Town for non-payment of taxes.

69 D. Emergency contact. The owner must provide emergency contact information or identify a person who
70 will serve as the agent or representative for emergency contact purposes. Multiple emergency contact
71 people may be identified. One of the emergency contact people must be able to respond within 60
72 minutes or less to complaints regarding the condition, safety or operation of the dwelling unit as a short-
73 term rental, or the conduct of guests, and take remedial action to resolve such complaints. The owner
74 must notify the Town and provide updated contact information if a contact person or information
75 changes.

- 76 E. License number. Licenses will be issued with a unique license number. The license number must be
77 displayed within the dwelling unit and in all advertising for the short-term rental of the dwelling unit.
- 78 F. Parking.
- 79 (1) The owner must provide sufficient on-site parking to serve the residential dwelling unit(s) and the short-
80 term rental unit(s) on the property. The total number of on-site parking spaces will be the calculated as
81 the number of spaces required for the dwelling unit per § 16.8.9.4 plus one parking space for each short-
82 term rental unit on the property. Tandem parking is permitted.
- 83 (2) Required on-site parking may be satisfied at off-site locations, provided such parking is on other
84 property owned by the applicant or is under the terms of a contractual agreement that will ensure such
85 parking remains available for the uses served. Applicant must present evidence of a parking location and
86 a contractual agreement indicating the availability of the parking to the Code Enforcement Officer for
87 review and approval prior to issuance of a license.

88 § 5.12-7 **Complaints.**

89 Complaints of criminal or ordinance violations associated with the operation of short-term rentals brought to
90 the attention of the Code Enforcement Officer or Police Department will be logged and investigated.

91 § 5.12-8 **Denial, suspension, or revocation of license.**

- 92 A. Denial. The Code Enforcement Officer may deny a license or license renewal upon failure of the
93 applicant to meet all of the requirements of this chapter, or for three or more substantiated criminal or
94 ordinance violations associated with the property within the prior 12 months.
- 95 B. Suspension or revocation. The Code Enforcement Officer may suspend or revoke a license for violation
96 of any provisions of this Chapter, or for three or more substantiated criminal or ordinance violations
97 associated with the property within a twelve-month period.
- 98 (1) A license may be suspended for no longer than six months, during which time the dwelling unit may not
99 be used as a short-term rental.
- 100 (2) A license may be revoked and cannot be reissued for 12 months. The Code Enforcement Officer may
101 authorize the reissuance of a license if they find sufficient corrective action has been taken to prevent
102 violations in the future.

103 § 5.12-9 **Appeal.**

104 A Code Enforcement Officer decision on denial, suspension, or revocation of a license may be appealed to
105 the Board of Appeals as provided in § 16.6.4A.

106 § 5.12-10 **Violations.**

- 107 A. Any violation of this chapter will be assessed a penalty of ~~\$250~~\$500. Each day any violation of this
108 chapter continues constitutes a separate offense.

109 **2. AMEND Appendix A as follows:**

110 § A-4 **Schedules.**

- 111 B. Schedule 5. Business licenses.

Chapter 5.12 SHORT-TERM RENTAL

Non-owner-occupied

~~\$100~~\$200 annually

**KITTERY TOWN CODE –
TITLE 5
SHORT TERM RENTAL LICENSE**

1 **AN ORDINANCE** relating to the municipality’s authority for Town governance to give due and
2 proper attention to its many demands pursuant to the Town Charter, Federal law, and Maine
3 Revised Statutes, and more particularly where set forth in Maine Revised Statutes Title 30-A,
4 Municipalities and Counties.

5 **WHEREAS**, the Kittery Town Council is authorized to enact this Ordinance, as specified in
6 Sections 1.01 and 2.07(3) of the Town Charter; and 30-A MRS §3001, pursuant to its powers
7 that authorize the town, under certain circumstances, to provide for the public health, welfare,
8 morals, and safety, and does not intend for this Ordinance to conflict with any existing state or
9 federal laws; and

10 **WHEREAS**, the Town Council conducted a review of Title 5.12 Short Term Rental License as
11 required by §5.12.5.D; and

12 **WHEREAS**, the Town Council identified in the review opportunities to refine the ordinance to
13 reflect the Town’s housing objectives and to protect residential neighborhoods;

14 **NOW THEREFORE**, IN ACCORDANCE WITH TITLE 30-A MRS §3001, AND TOWN
15 CHARTER §2.14, THE TOWN OF KITTERY HEREBY ORDAINS AMENDMENTS TO TOWN
16 CODE, TITLE 5, SHORT TERM RENTAL LICENSE AS PRESENTED.

17 **INTRODUCED** and read in a public session of the Town Council on the ____ day of _____,
18 20____, by: _____ {NAME} Motion to approve by Councilor
19 _____ {NAME}, as seconded by Councilor _____ {NAME} and
20 passed by a vote of _____.

21 **THIS ORDINANCE IS DULY AND PROPERLY ORDAINED** by the Town Council of Kittery,
22 Maine on the ____ day of _____, 20____, {NAME}, _____, Chairperson

23 **Attest:** {NAME}, _____ Town Clerk

WAIT LIST APPLICATIONS

Street Names	Wait List
Adams Drive	1
Badgers Island West	2
Boush Street	1
Brave Boat Harbor Road	4
Bridge View Terrace	1
Coleman Ave	1
Commercial Street	1
Crocket Neck Road	1
Cutts Island Lane	1
Dion Ave	1
Foyes Lane	1
Goodwin Road	1
Government Street	2
Halstead Street	1
Hunter Ave	1
Island Ave	1
Jones Ave	2
Landmark Hill Lane	1
Lewis Ave	1
Main Street	1
Martin Road	1
Newson Ave	1
Norton Road	1
Old Post Road	1
Pepperrell Road	3
Pepperrell Terrace	1
Phelps Street	1
Picott Road	1
Pleasant Street	2
Rogers Road	3
Spruce Point Road	2
Stevenson Road	1
Stimson Street	2
US Route 1 Bypass	1
Whipple Road	1
Woodlawn Ave	1
Pleasant Street	2

For council
Deposited into
KCC

Fundraising
2003 Account

Check Gallery 1-800-297-8204 www.checkgallery.com

62-7450/2112 1823

ROBERT H. KLINE, MD
MEGAN RYAN KLINE
6 JUNIPER POINT
KITTERY, ME 03904
207-641-7896

Date 11/20/22

Pay to the order of KITTERY COMMUNITY CENTER \$ 100 -

One hundred Dollars

Security Features
Printed Details on Back

PRINTED ON RECYCLED PAPER USING VEGETABLE-BASED INKS

KENNEBUNK SAVINGS BANK
MEMBER FDIC
BUILDING COMMUNITY SINCE 1871

For Contributor Robert H Kline

[Redacted]

Bloomin' 4 Good Program

Bangor Savings Bank 52-7438
2112 024230

November 1 2022

\$ 99.00

PAY TO THE ORDER OF Kittery Community Center

Ninety-nine Dollars

Security Features
Printed Details on Back

CHECK IS VOID IF COLORED BACKGROUND IS ABSENT

NOT VALID WITHOUT AUTHORIZED FACSIMILE SIGNATURE

[Redacted]

JEFFREY S. HENDRICKSON
GAIL M. HENDRICKSON
21 SHAYDON LN. PH. 207-337-2841
KITTERY POINT, ME 03905

6246

54-8963/214

12/8/22

CHECK NUMBER

Dolls

PAY TO THE ORDER OF George Smart Santa Fund \$ 100.00

ONE HUNDRED + 00/100

Dollars

State
Deposit
Clearance

Northeast
CREDIT UNION
PO Box 1240, Portsmouth, NH 03802-1240

For

donation

Paul Brown

RF

Member Since

COLONIAL CLASSIC

FOR GEORGE SMART SANTA FUND, ACCOUNT #1372



TOWN OF KITTERY
200 Rogers Road, Kittery, ME 03904
Telephone: 207-475-1329 Fax: 207-439-6806

REPORT TO TOWN COUNCIL

Meeting Date: December 12, 2022
From: Kendra Amaral, Town Manager
Subject: Recruitment and Retention
Sponsor: Chairperson Judy Spiller

EXECUTIVE SUMMARY

The Town is facing the same recruitment and retention challenges the nation, area employers, neighboring municipalities, and local businesses are. We are competing for talent against other communities that are increasing wages 6% - 8% annually, a high demand for skilled labor in the private sector, and local employers who are also working hard to recruit and retain.

In an April article by Katie Navarra for the Society of Human Resources Management, “The Real Costs of Recruitment”, it was reported that the average cost per new hire is \$4,700, but the soft costs are three to four times the position’s salary.¹ This package has been developed through collaboration with our employees and their union representation; and most importantly positions Kittery to be highly competitive for the foreseeable future.

PROPOSAL OVERVIEW

The Town Council allocated \$100,000 in carryforward funds from the prior fiscal year to fund compensation adjustments for the purpose of recruitment and retention; and charged me with developing a plan to ensure Kittery is retaining and attracting the best possible staff members.

I have been meeting with representatives from our collective bargaining units and department heads since July to develop options, ideas, and proposals. The discussions have been productive and positive in terms of shared goals and challenges.

The proposed amendments to the Collective Bargaining Agreements reflect the strategies we developed. The amendments ensure Kittery’s wage rates are competitive in the changing labor market, are mindful of the cost impacts on our taxpayers, and ensure we can continue to provide high quality service to our community.

The foundation of the proposal is to transition from a 40-hour work week (primarily) to 36- and 35-hour work weeks (depending on department/role). The result is an increase in marketable wage rates, without significant cost increases. It also responds to our employees’ feedback about schedules, and the growing expectation of better work/life balance for our employees.

¹ “The Real Costs of Recruitment”, Katie Navarra, Society for Human Resources Management, April 11, 2022

Customers will experience a change in service hours for the Customer Service Center and other offices at Town Hall, and the Kittery Resource Recovery Facility. The Customer Service Center will shift from being open 4 days a week until 6PM, to being open 5 days a week. Hours of operation will shift to a later start and earlier closure three nights a week, with one late night (open until 6PM), and a half day Friday. Opening Fridays has been a request of the Council for a number of years, and this plan is able to make that happen. We have already been experimenting with Code Enforcement being available on Fridays for inspections, and it has been extremely well received by contractors and customers. That will continue.

The Resource Recovery Facility will reopen to customers on Thursdays. The KRRF schedule may shift to an earlier opening time throughout the week (consistent with Saturday) and close earlier each day. We are currently collecting data on the customer flow through the KRRF and will set the hours to best capture the customers' use patterns.

Hours will not change for the Library or Kittery Community Center.

The schedules include the elimination of one of two paid 15-minute breaks granted employees. This is expected to improve workflow/productivity by reducing the number of stops in work during the day.

The Town has a broad spectrum of roles, facilities, and services we provide. It is not possible to achieve a one-size fits all approach for all positions; however, we do strive to achieve parity as best possible across the spectrum of staff. For this reason, will be incorporating wage adjustments for targeted positions, including those that have a unique non-40/hr week schedule (e.g. Library, part-time); and salaried positions that are required to work as long and as much as it takes to get the job done. The proposal also includes some direct rate adjustments to further improve our competitiveness where the labor market is tightest, for example in Dispatch, Police, and DPW.

The estimated cost of this proposal, for union and non-union is approximately \$162,000 for FY23. The cost projection assumes all positions have been filled since July 1 under this plan, which is not the case. This projection is overestimated due to realized savings from unfilled positions in the first half of this year. The carryforward funds of \$100,000 will cover the majority of the cost increases, and the \$62,000 difference falls within the projected total budget expenditures for FY23.

For FY24, the additional cost of this proposal, above the already agreed upon collective bargaining agreement adjustments for FY24 (next fiscal year) is approximately \$15,500 on regular wages and projected OT hours, retirement contributions and other wage-based factors.

PROPOSAL DETAILS

All proposals are intended to be effective this contract year (Year 2/FY23). Retro is only proposed for employees still employed with the Town as of the date of ratification; retro will not be paid to employees who have terminated prior to ratification.

Retro will not be paid for change in hourly rates due to a reduction in normal weekly hours. Retro will be paid on OT from July 1 to the date of ratification, for over 40 hours worked, only for those who have a

direct base wage change prior to the hour reduction calculation (base wage change from COLA or original base adjustment), such as Police, Dispatch and DPW.

Admin and Clerical, Professional

- Shift from a 40-hour work week to 35-hour work week. This effectively increases the hourly rates without increasing weekly wages for the majority of covered employees.
- Proposed Customer Service Counter (Town Clerk's Office) Schedule:
 - M-W: 8:30AM to 4PM
 - Thu: 8:30AM to 6PM
 - Fri: 8:30AM to 1PM
- Flexibility on the schedule will be given for non-customer/limited-customer-facing positions, so long as it ensures we are able to provide consistent service and do not lose productivity. Flexibility will include hybrid (partial work-from-home) options and sticking to a four-day work week for the Administrative Office and Planning Counter. Code Enforcement inspections will continue to be available on Fridays.
- KCC full-time staff schedule will be based on the program schedules and needs of the KCC. This will not impact the hours of operation for the KCC.

Library

- No change in schedule or hours.
- Rate adjustment to balance the lack of change in hours, industry standards, and wage compression within the unit.

Public Works

- Shift from a 40-hour work week to 35-hour work week.
- Promote two Driver/Laborer IIs in HGW to Light Equipment Operators to allow for greater cross-training and flexibility in assignments.
- KRRF operating hours will remain Tue – Sat but may have an earlier start time/end time Tue - Friday. The KRRF has already been operating on an earlier Sat schedule which has been well received. KRRF will reopen to customers on Thu.
- Base adjustment to address competitive wages for CDL drivers and skilled laborers.

Police and Supervisors as applicable

- Shift from 40-hour work week to 36-hour work week.
- COLA/base adjustments to address wage competitiveness and parity.

Dispatch

- Shift from 40-hour work week to 36-hour work week.
- COLA/base adjustments to address wage competitiveness and parity.

Sewer

- Shift from a 40-hour work week to 35-hour work week.

Non-Union

- Increase salaried positions COLA 0.75% for the current fiscal year. This recognizes that most department heads work more than 40 hours a week, have to attend night meetings, and are not eligible for OT.
- Increase Firefighters COLA 1.5%. Firefighters work a 45-hour work week, all straight time; we cannot reduce their hours. This is intended to demonstrate parity, and to remain competitive.

General

With any employee that would be shifted from a 40-hour work week to a 35- or 36-hour work week:

- Overtime will begin after normal work week hours (35 or 36 hours)
- Previously accrued paid time off (PTO) will remain unchanged, and all newly accrued PTO will reflect the new hours; example: 1 day = 7 hours, 1 week = 35 hours.

NEXT STEPS

I am seeking Council approval to execute the contract amendments. This will allow us to make the final language adjustments with the Union and implement the schedules and wages effective January 1, 2023. Any amendments to the enclosed contracts between now and vote of the unions will be minor and focused on ensuring the intent is clearly reflected in the contract language and addressing any minor calculation questions that may arise from rounding errors.

If the Council approves this, we will also finalize the new hours for Town Hall and the KRRF and begin the public notification and PR necessary to get the word out in advance.

PROPOSED SOLUTION/RECOMMENDATION

Authorize the Town Manager to execute amendments to the Collective Bargaining Agreements consistent with the enclosed drafts.

ATTACHMENTS

- Draft Amended Collective Bargaining Agreements

AGREEMENT

Between

TOWN OF KITTERY

And

TEAMSTERS LOCAL UNION NO. 340

Affiliated with the International Brotherhood of Teamsters

for the

KITTERY POLICE DEPARTMENT POLICE OFFICERS

Effective: July 1, 2021
Expiration: June 30, 2024

[AMENDED: January 1, 2023](#)

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This Agreement is entered into between the TOWN OF KITTEERY, MAINE, hereinafter referred to as the "TOWN" or "EMPLOYER" and TEAMSTERS LOCAL UNION NO. 340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, Chapter 9-A MRSA 961 through 974, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper Officer morale and promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, hours and other conditions of employment for all its eligible Officers within the bargaining unit in the Police Department, as provided in accordance with the Municipal Public Employee Labor Relations Act.

ARTICLE 3 - HOURS OF WORK

The basic work week for Officers covered under this contract is ~~forty (40)~~ 36 hours within a one-hundred and sixty-eight (168) hour period.

The payroll week starts at 12:01 a.m. on Sunday and ends at 12:00 midnight the following Saturday.

The work schedule, excepting for the Animal Control Officer and School Resource Officer, consists of four (4) consecutive ~~ten (10)~~ 9 hour days with three (3) consecutive days off, within a one-hundred and sixty-eight (168) hour period on a ninety (90) day rotating schedule ~~as follows:~~ The schedule may change upon mutual agreement of the Town and Union.

~~A-SHIFT—10 hours—0630 to 1630~~

~~B-SHIFT—10 hours—1600 to 0200~~

~~C-SHIFT—10 hours—2100 to 0700~~

Prior to the 20th of the preceding month, Police Officers will, by seniority, bid respective shift and days off for the following ninety (90) days.

If, between the 20th of the preceding month and the first day of the new month's schedule, management deems it necessary to make a change in the work schedule, the revised schedule will be put out for re-bid by seniority.

Management has the right to set the shifts and the number of Police Officers on each

shift. The provisions of Article 3 do not apply on the week of shift change.

~~Section 1. There is to be no deviation from the four (4) consecutive ten (10) hour days unless a vacancy occurs and the Police Chief is unable to find a voluntary, eligible replacement from the off duty call-out list. An eligible Officer in this instance means one who is not scheduled to work during any of the hours to be replaced.~~

~~Section 1-A. Nothing in this section or any other Article or Section of this contract prohibits management from having one floating shift that will be used to fill in where additional manpower is needed as determined by the Police Chief or designee. This floating shift will comply with all provisions of Article 3, except on the week of shift change, and will be bid as any other shift.~~

Section 1-B. Management has the right to designate specific Officers having specialized training to assignments based on the needs of the department, without going through the normal overtime call-out procedures.

Section 2. The decision as to whether or not a replacement is to be made on a scheduled shift is a decision of the Police Chief. If a decision is made to fill a vacancy, the replacement will first be offered to an eligible Police Officer on the off-duty call-out list.

Section 3. Detectives work a structured, regular ~~forty (40)~~36 hours a week schedule and will not have their hours arbitrarily changed to avoid overtime payments or use of compensatory time.

The Animal Control Officer shift will not be replaced in the case of absence. The Animal Control Officer will not be counted as filling a shift when scheduled personnel are absent. Police Officers are not exempted from responding to animal control related calls for service or parking enforcement.

Section 4. The Animal Control Officer works 5-consecutive-~~8 hour~~-days, for a total of 36 hours per week, for the park season, roughly between May and September. The remainder of the year, the Animal Control Officer works a ~~40~~36-hour-a-week schedule, mutually agreed to by the Town and the Union.

Section 5. The School Resource Officer works 5-consecutive-~~8 hour~~-days, for a total of 36 hours per week, for the standard school year. During summer and school vacation times, the School Resource Officer works a ~~40~~36-hour-a-week schedule and assignment, mutually agreed to by the Town and the Union.

Section 6. Paid status consists of regular work, sick leave, compensatory time, vacation time, and when suspended with pay.

Section 7. The term "OVERTIME COMPENSATION" is be defined as time and one-half an Officer's regular, hourly base rate of pay and is paid for all approved time necessarily spent on the job in excess of ~~forty (40)~~36 hours in any work week. Overtime may be converted to

compensatory time at a rate of one and one-half (1 ½) times rate of pay. Officers' scheduled working hours shall not be changed to avoid the payment of overtime. There is a compensatory time balance cap, such that no Officer may carry more than eighty (80) hours from one calendar year to the next.

Burn Down Procedure: Any employee with a compensatory balance in excess of the compensatory balance cap of eighty (80) hours as of the signing of the 2017-2020 agreement is ineligible to convert overtime to compensatory time until such compensatory balance is less than the balance cap. Additionally, beginning January 1, 2019, employees with a compensatory balance in excess of the balance cap will be required to burn down and/or buy out a combined total of eighty (80) hours of the excess compensatory balance each year until the balance is less than the balance cap. If the excess compensatory balance in a given year is less than eighty (80) hours, the employee will be required to cash in and/or use the total hours in excess of the balance cap in that year.

Excess compensatory time that is cashed in will be paid at the beginning of the fiscal year and may be deposited into a deferred compensation plan (457 Plan) administered by the Town or Town's vendor, or be paid by separate check directly to the employee. The employee must identify the number of hours they intend to cash in and the method they wish to receive payment no later than March 1 of the calendar year, to allow the Town sufficient opportunity to budget for the cash out.

Section 8. When an Officer is called in to perform work at a time other than that for which he/she had previously been scheduled, he/she receives not less than four (4) hours of straight-time pay for the work so performed, which counts towards the ~~forty (40)~~ 36 hour requirement for overtime pay. The four-hour minimum provision does not apply to Officers who are held over after completing their regularly scheduled shift. Officers who are held over after completing their scheduled shift are paid for the actual amount of time worked, in one quarter (1/4) hour increments, even if this actual time worked is less than four (4) hours.

The Animal Control Officer is not eligible for order-in assignments excluding outside details. If a certified Police Officer, the Animal Control Officer may be offered fill-in shifts only after all eligible Police Officers on the off-duty call list have declined the shift.

Section 9. Overtime payment for the Detectives is based upon the pay scales for these positions and not upon any of the Police Officer's pay scales.

Section 10. The Town agrees that full-time Police Officers and Supervisors have preference to all special duties or assignments which come under the Town's jurisdiction and/or where police guidance, surveillance or presence is required.

Officers who work on any outside function ("Detail") will be paid a flat rate of \$60.00 per hour with a guaranteed minimum of not less than four (4) hours for each assignment. Details will be paid in 4-hour increments. The Town will bill the outside agency requesting the Detail at an appropriate rate that will permit the Town to recover its actual costs. If the Detail is cancelled

less than 2 hours from the start time of the Detail assignment, the Officer will receive the guaranteed minimum 4-hours.

Officers who work on any outside function sponsored or required by the Town of Kittery, Kittery School Department, its students, other Town of Kittery departments (e.g., Highway, Sewer, etc.), are guaranteed a minimum of three (3) hours at the Officer's appropriate overtime rate. The Town shall bill the agency requesting the special assignment, if appropriate, and at an appropriate rate that will permit the Town to recover its actual costs.

The following procedure must be followed in the assignment of Police Officers and Supervisors to all special duties:

- A. A "Call Out List" will be established which lists all Police Officers and Supervisors in rank order of their overall Union seniority.
- B. As a special duty or outside detail is filled by an eligible Police Officer or supervisor from the call out list, the person on the call out list immediately below that Police Officer or supervisor is "next," or the first person to be offered the next available special duty or outside detail.
- C. This procedure is continuously followed, in rotational order, from the person with the most seniority, to the person with the least seniority and then beginning over again with the person with the most seniority.
- D. In instances where the special duty or outside detail is known to be of a long-term duration of more than one (1) day, or where police presence will be required for more than ~~ten (10) continuous~~ a normal shift ~~hours~~, the Police Chief shall equitably divide the total hours into two or more "shifts." The person who is "next" on the call out list is then offered the opportunity to pick one (1) shift of the person's choice, after which the person having one step less seniority has the opportunity to pick one (1) shift of the person's choice, etc., until all available shifts and days have been filled.
- E. In order not to unduly delay the assignment of Officers to special duties or outside details, call outs according to the above procedure will be done on the days and hours directed by the Police Chief or designee. If an eligible Officer or supervisor cannot be reached when the call out is done, no special efforts will be made to locate that person and that person shall forfeit the opportunity to that particular shift or detail.

ARTICLE 4 - CLOTHING ALLOWANCE

The Town agrees that all Officers covered by this Agreement shall be completely outfitted, at no cost to the Officer, with all uniforms and other equipment deemed necessary for the regular performance of the Officer's duties.

After being completely outfitted, an annual clothing allowance, which includes approved footwear will be paid as provided in accordance with the table below, is credited to each Police Officer's account maintained by the Town. If there is any money left over at the end of the fiscal year, the Officer will be paid out the remainder in a separate check from the Officer's weekly payroll check.

Year	2021	2022	2023
Amount	\$800	\$900	\$1,000

The annual allowance will not be carried over into the following fiscal year. The Town will replace uniform or equipment items if damaged in the line of duty. This excludes items damaged through normal wear and tear, and damage to items at their effective end of useful life at the time of damage.

The Town shall be responsible for the initial purchase of ballistic vests for all unit members, and shall be responsible for the regular replacement of the ballistic vests. Replacement is made according to the recommendation of the manufacturer of the ballistic vest. Once so issued, the vests must be worn by all uniformed Officers while on duty unless excused by the Police Chief.

ARTICLE 5 - DEFECTIVE EQUIPMENT

The Employer will not require Officers to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It is not a violation of this Agreement when Officers refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped will be appropriately tagged so that it cannot be used by other Officers until the complaint has been adjusted or corrected.

ARTICLE 6 - STRIKES AND LOCKOUTS

All disputes between the parties must be settled in accordance with the Grievance Procedure set forth in this Agreement and there may be no strikes, slowdowns or cessation of work by the Officers, or lockouts by the Employer during the term of this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute which may arise under the interpretation or application of this Agreement. Any grievance arising between the Town and the Union or an Officer represented by the Union, will be settled in the following manner:

Step 1. The aggrieved Officer(s) must present the grievance to the Steward or the Alternate within five (5) business days after knowledge of the grievance or the reason for the grievance has occurred, except a sixty (60) day time limit applies in

case of violation of salary schedule and longevity provisions. The Steward or the Alternate shall take up the grievance with the Police Chief or designee within the same five (5) business days. If the Steward and the Department have not resolved the grievance within five (5) business days after the meeting between the grievant, Steward and the Department Head, the Steward shall submit such grievance in writing to the Union Business Representative.

Step 2. The Union Business Representative shall then take the matter up with the Town Manager, or designee within ten (10) business days after such meeting, fifteen (15) business days if economic issues are involved. The Town Manager shall render a decision of the grievance within the same time frame.

Step 3. If at this point, the grievance has not been satisfactorily settled, either party hereto has the right, within five (5) business days after the Town Manager has issued a decision, to file a request with the Maine Labor Relations Board or mutually agreed arbitrator for arbitration of the grievance. The Shop Steward shall notify the Town Manager within five (5) business days of the decision to contact the Maine State Labor Relations Board or that the grievance has been withdrawn.

The decision of the Arbitrator is final and binding on the parties and the Arbitrator will 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 are borne equally by the Town and the Union. However, each party is 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 2.

- A. The time limit for the processing of the grievances may be extended by written consent of both parties. The Arbitrator has no authority to add to, subtract from, change or modify any provisions of this Agreement, but is limited solely to the interpretation and application of the specific provisions contained herein. Nothing contained herein, however, may be construed to limit the authority of the Arbitrator, in the Arbitrator's own judgment, to sustain, reverse, or modify any alleged unjust discharge that may reach this stage of the Grievance Procedure.
- B. Any mutual agreement as to the disposition of a grievance at the first and second steps is to be in writing and signed by the Town and the grievant and/or the grievant's representative. One (1) copy is retained by the Town and one (1) copy by the Union.

ARTICLE 8 - DISCIPLINARY PROCEDURES

All suspensions, demotions and discharges must be for just cause (including but not limited to violations of any rules adopted as provided above) and written notice of the reasons for suspension, demotion or discharge stated in writing, to the Officer affected, immediately upon suspension, demotion or discharge.

All warning notices given to an Officer are to be placed in the Officer's personnel folder for a period of 1 year. The Town agrees to abide by the principles of progressive discipline. However, the Union agrees that there may be instances which may warrant taking other disciplinary actions which may not follow the progressive discipline steps.

ARTICLE 9 - SENIORITY

Section 1. A seniority list must be established naming all the Officers covered by this Agreement, with the Officer with the greatest seniority (years of service) listed first. Seniority is based upon the Officer's last date of hire. Seniority, for the purpose of this Agreement, is interpreted to mean length of continuous service only, is a major factor in all matters affecting layoff, recall and vacation preference, provided all other qualifications are equal.

Section 2.

- A. In the event it becomes necessary for the Town to lay off Officers for any reason, Officers will be laid off in the inverse order of their seniority. All affected Officers receive a two (2) calendar week advance notice of layoff and the Town shall meet with the affected Officers prior to the actual occurrence of layoff. Officers will be recalled from layoff according to their seniority. No new Officers may be hired until all Officers on layoff status have been afforded recall notices.
- B. For a period of two (2) years after layoff, Officers will be recalled from layoff according to seniority by certified mail, to the last known Officer's address. It is the responsibility of laid off Officers to furnish any change of address to the Employer for recall notices.

Section 3. The seniority list will be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Department bulletin board. Corrections to the seniority list will be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list is deemed correct. An updated list will be made each year on January 1. A copy of the list shall be sent to the Local Union No. 340 by the Steward.

Section 4. An Officer's seniority terminates:

- A. If the Officer quits, retires or is justifiably discharged.
- B. If, following a layoff, the Officer fails or refuses to notify the Employer of the Officer's intention to return to work within seven (7) calendar days after a written

notice of recall is sent by certified mail to the Officer's last address on record with the Employer; unless, however, the Officer has previously informed the Police Chief or designated representative in writing that he/she will be on vacation and will not be able to be reached at a specific location, in which case he/she is not subject to recall until he/she has notified the Police Chief or designated representative of an address at which he/she can be reached (during such time, Officers with less seniority may be recalled to work pursuant to Sections 2[A] and 2[B] of this Article); or, having notified the Employer of the Officer's intent to return to work, fails to do so within thirty (30) calendar days after such notice is sent.

- C. If the Officer accepts full-time employment elsewhere while on a leave of absence, unless the Officer has prior written approval for such employment from the Police Chief, or does not return to work immediately following the expiration of a leave of absence, unless in the latter case, the Officer presents evidence satisfactory to the Town Manager that it was impossible to return to work at the expiration of said leave.
- D. When he/she has been laid off for a continuous period of time in excess of twenty-four (24) consecutive months.

ARTICLE 10 - DISCHARGE OR SUSPENSION

Section 1. The Employer retains the right to discharge or suspend any Officer for just cause. In all cases involving the discharge or suspension of any Officer, the Town must immediately notify the Officer in writing of his or her discharge or suspension and the reason therefor. Such notice must also be given to the Steward within forty-eight (48) hours from the effective date of the discharge or suspension.

Section 2. In respect to discharge or suspension, the Town shall give at least one (1) warning notice of the specific complaint against the Officer in writing and a copy of the same to the Union and the Steward, except that no warning notice need be given to an Officer before suspension or discharge if the cause of such suspension or discharge is dishonesty, drunkenness or drinking and/or the use of non-prescribed drugs while on duty, conduct unbecoming an Officer, or insubordination. The warning notice as herein provided will not remain in effect for a period of more than 1 year from the date of the occurrence upon which the complaint and warning notice are based.

Section 3. Any Officer discharged must be paid in full for all wages owed him by the Town, including earned vacation pay, if any, within five (5) working days from the date of the discharge.

Section 4. A discharged or suspended Officer must advise the Town Manager and the Union in writing, within five (5) working days after receiving notification of such action against

the Officer of the Officer's desire to appeal the discharge or suspension. In such event, such grievance will then be handled in accordance with the grievance procedure set forth in the Agreement, starting with Step 2.

Section 5. It is understood and agreed that when an Officer files a grievance with respect to his or her suspension, or discharge, the act of filing such grievance constitutes his or her authorization to the Town to reveal to the participants in the Grievance Procedure any and all information available to the Town concerning the alleged offense.

ARTICLE 11 - WAGES

Section 1. On the first payroll period beginning on or after July 1, 2021, the following base hourly rate becomes effective, and is adjusted annually as outlined in this Article.

Police Officer:

	0-1 Year	1-2 Years	2-3 Years	3 Years +
Hourly	\$23.45	\$25.76	\$27.33	\$28.88
Weekly	\$937.98	\$1,030.30	\$1,093.05	\$1,155.33

On the first payroll period beginning on or after July 1, 2022, the following base hourly rate becomes effective, and is adjusted annually as outlined in this Article.

Police Officer:

	0-1 Year	1-2 Years	2-3 Years	3 Years +
Hourly	\$24.67 \$28.26	\$27.05 \$30.93	\$28.66 \$32.74	\$30.26 \$34.53
Weekly	\$986.72 \$1,017.36	\$1,081.81 \$1,113.48	\$1,146.44 \$1,178.64	\$1,210.59 \$1,243.08

On the first payroll period beginning on or after July 1, 2023, the following base hourly rate becomes effective and is adjusted annually as outlined in this Article.

Police Officer:

	0-1 Year	1-2 Years	2-3 Years	3 Years +
Hourly	\$26.44 \$30.14	\$28.89 \$32.89	\$30.55 \$34.75	\$32.20 \$36.60
Weekly	\$1,057.52 \$1,085.04	\$1,155.46 \$1,184.04	\$1,222.03 \$1,251.00	\$1,288.11 \$1,317.60

The salaries listed above are base salaries that do not include longevity. To compute longevity, refer to ARTICLE 11, SECTION 2A and 2B.

The Detectives are paid six (6%) percent above top Police Officers' rate of pay.

The Animal Control Officer is paid 3% above their normal Police Officer rate of pay.

The School Resource Officer is paid 3% above their normal Police Officer rate of pay.

The Police Chief, with the approval of the Town Manager, may start new Officers at any step of the pay scale. Those Officers continue to receive step increases from the pay step in which they were hired.

Wages are retroactive for unit members employed at the signing of the contract.

Section 2.

A. Longevity pay is computed at the schedule agreed to by the Union and the Town.

1. Two (2%) percent after four (4) years of service.
2. Four (4%) percent after eight (8) years of service.
3. Six (6%) percent after twelve (12) years of service.
4. Eight (8%) percent after sixteen (16) years of service.
5. Eleven (11%) percent after twenty (20) years of service.
6. Thirteen (13%) percent after twenty-four (24) years of service.
7. Fourteen (14%) percent after twenty-six (26) years of service.

After completing four years of continuous service, an Officer's longevity payment is computed annually on the Officer's anniversary date, and the computation is based upon the Officer's annual base salary for the fourth year, and then for each succeeding year. If an Officer receives a 5% increase in base salary after the Officer's fourth anniversary date, longevity would be recomputed using the Officer's new annual base salary.

The best method of explaining this is via an example of the computation using the following values:

\$10,000 - Officer's base salary on fourth anniversary.

\$500 = 5% salary increase received 4 months after anniversary date.

2% - Longevity payment/incentive.

COMPUTATION

$\$10,000 \times 1.02 = \$10,200$ (new gross salary, annual base plus longevity) on anniversary date.

$\$200 =$ Longevity increase.

$\$10,200 + \$500 = \$10,700$ (new gross pay after 5% salary increase)

$\$10,700 - \$200 = \$10,500$ (new base salary)

$\$10,500 \times 1.02 = \$10,710$ (new gross salary, annual base plus longevity increase)

$\$210 =$ New Longevity payment.

This computation would be performed annually if the Officer received any adjustment to the Officer's annual base pay. The key term is annual; the computation is performed each year based upon that year's annual salary.

Section 3. Officers working the evening shift are paid a shift differential of fifty cents (50¢) per hour. Officers working the midnight shift are paid a shift differential of seventy-five cents (75¢) per hour. An Officer assigned to the role of Evidence Technician will receive a differential of twenty-five (25¢) per hour. Officers will receive the associated shift differential if they work the corresponding shift, whether regularly assigned or filling in on the shift.

Section 4. Officers with an Associate's Degree or three years of active service military duty are paid a stipend of fifteen cents (15¢) per hour. Officers with a Bachelor's Degree are paid a stipend of twenty-five cents (25¢) per hour.

Section 5. The Town will pay up to 1 Police Officer, who is not the designated Animal Control Officer or another Specialist position, to become a State certified Animal Control Officer and provide additional animal control support at the discretion of the Police Chief. The Police Officer will receive a \$1,500 stipend for the Animal Control Certification.

Section 6. Lateral Transfer

Officers who have prior experience and the required certifications in a similar position may be granted a lateral transfer upon the request of the Police Chief with the approval of the Town Manager. The maximum number years of service that may be applied to pay scale, longevity, and vacation is capped at eight years.

Section 7. Direct Deposit

During the effective period of this Agreement, the annual salaries of Officers will be paid weekly on Thursday through mandatory direct deposit to an approved financial institution.

Section 8. Physical Fitness Incentive

Officers covered by this Agreement are encouraged to maintain a level of physical fitness appropriate for the demands of police work.

The Town will conduct an annual voluntary physical fitness test in April of each year, in accordance with the department Standard Operation Procedures. The test and requirements to pass will be identical to the physical fitness test required for entry into the Maine Criminal Justice Academy's Basic Law Enforcement Training Program, at the 40th percentile by age and gender. Officers will be allowed to test on-duty if manpower allows. The Town will not pay overtime for taking the physical fitness test and will not be required to backfill a shift for the

purpose of allowing Officers to participate in the physical fitness test.

Should an Officer fail to pass the required standards on the first attempt, the Officer will be allowed to make a second attempt no more than thirty (30) days from the date of the first attempt. Every effort will be made to allow the second attempt to occur on the same day as the first attempt. Should an Officer fail to pass the required standards on the second attempt, the Office will be allowed to make a third attempt no more than thirty (30) days from the date of the second attempt. Should an Officer fail to pass the required standards on the third attempt, the Officer will not be allowed to test again until the following year.

Officers successfully passing all three (3) sections of the annual physical fitness test will receive an incentive bonus of three hundred (\$300) dollars in July following the physical fitness test or no more than thirty (30) days after an Officer passes a second or third attempt. No stipend will be awarded for failed or partially failed physical fitness tests.

Should an Officer be suffering from a temporary disability due to injury or accident on or off the job, the physical fitness test may be postponed for that Officer for a reasonable length of time not to exceed six (6) months from the date of the scheduled initial test, at the request of the Officer. If the Officer does not pass the testing due to injury or accident on or off the job within the calendar year, the Officer will not receive the incentive bonus for that year, regardless of how many attempts the Officer has made to pass the test.

Section 9. Physical Fitness Reimbursement.

The Town will reimburse Police Officers up to \$400 per year per fiscal year per employee for out-of-pocket expenditures that promote health, wellness, and fitness. Reimbursable items include the purchase of a health club membership or durable fitness equipment, as well as yoga martial arts, or other fitness classes, consultations, or services provided by a licensed wellness professional, including nutrition, acupuncture, massage, weight loss, tobacco cessation, etc. Clothing and food are ineligible for reimbursement. Other programs not enumerated here may also be allowed with prior permission from the Town Manager.

The Town will also provide Police Officers with an annual Kittery Community Center Membership.

ARTICLE 12 - PROBATIONARY PERIOD

Section 1. After the effective date of this Agreement, all Officers becoming subject to this Agreement are probationary Officers for the first twelve (12) months immediately following their successful completion of the course of instruction by the Maine Criminal Justice Academy.

Section 2. The purpose of the probationary period is to provide an opportunity for the Town to determine whether an Officer has the abilities and the attributes that will qualify him/her or her for regular Officer status; provided, however, that Officers hired prior to the effective date of this Agreement are subject to the probationary period set forth in the prior Agreement between the parties. During this probationary period, an Officer may be laid off or

terminated based upon the sole discretion of the Town and without regard to his or her length of service.

Section 3. If an Officer is hired who has already completed the course of instruction by the Maine Criminal Justice Academy, or who is granted a waiver by the Academy, serves at the discretion of the police chief a probationary period of no less than six (6) months but no more than twelve (12) months with the Town.

Section 4. All Officers retained after said probationary period will be placed on the seniority list as regular Officers.

Section 5. The Animal Control Officer is required to be a certified Reserve or Police Officer. The Animal Control Officer is required to obtain the State Animal Control Officer Certification within 12 months of appointment.

ARTICLE 13 - RETIREMENT

Section 1. Police Officers before June 30, 1987 or after July 1 2007 are entitled to Maine Public Employees Retirement System benefits in accordance with 5 MRSA 18453 § 2, of one-half (1/2) average final compensation, after having completed twenty (20) years of police service, regardless of age.

Section 2. Police Officers hired between July 1, 1987 and July 1, 2007 shall convert their current Maine Public Employees Retirement System benefits in plan to the Maine State Retirement System benefits in accordance with 5 MRSA 18453 § 2 of one-half (1/2) average final compensation, after having completed twenty (20) years of police service, regardless of age.

Section 3. Police Officers covered by either of the above retirement plans (Section 1 or Section 2) are entitled to an additional retirement benefit of two (2%) percent of average final compensation for each year of membership service in the qualifying employment (police service) served after completion of the service conditions under 5 MRSA 18453 § 11 and after the effective date of the action by the Town of Kittery accepting this additional benefit.

Section 4. Any Officer with time rendered to another employer contributing to the Maine Public Employees Retirement System may have the Officer's service to the other employer credited to the Town of Kittery Police Retirement Plan, provided that such time rendered to another employer qualifies under 5 MRSA 18459. (Prior time rendered to another employee must have been under a retirement plan that was substantially similar or equal in order for this interchangeability to occur.)

Section 5. Officers actively participating in MainePERS may participate, on a voluntary basis, in the ICMA Retirement Plan as provided in the Kittery Administrative Code, Chapter 2.3.17.15. There is an employee match for voluntary participation in the ICMA Retirement Plan.

Section 6. Effective July 1, 2001, the Town agreed to expand the coverage of the ICMA-RC 457 plan currently in effect. This plan is available for current Officers who are not enrolled

in the Maine Public Employees Retirement System and any newly hired Officer who wishes to enroll in the ICMA plan instead of the MainePERS plan. The Town will match the Officer's contribution into the 457 plan, up to a maximum Town contribution of six percent (6%). The Town will make a contribution to either MainePERS or the ICMA plan, but not both.

ARTICLE 14 - UNION SECURITY

Membership in the Union is not compulsory. Officers have the right to join, not to join, maintain or drop their membership in the Local Union as they see fit.

Neither party may exert any pressure on, or discriminate against, any Officer in regard to such matters. Thirty (30) days after the date of hire or effective date of this agreement, whichever is later, employees shall elect to join or not join the Union. The obligation to pay such amounts will begin within thirty (30) days of hire or thirty (30) days of the effective date of this Agreement, whichever is later.

All Officers who are members of the Union as of the date of this Agreement, and all Officers who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement.

If an employee chooses not to join the Union, the employee may elect to pay 80% of their current dues for representation purposes. If an employee does not elect either membership or the 80% fee for representation, and desires representation, the employee shall pay the Union directly for the costs of representation.

ARTICLE 15 - CHECK-OFF

Section 1. The Town shall deduct regular monthly dues and fees (on a weekly basis) upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Union as to the amount for dues or fees. The Town shall forward all such dues and fees collected to the Secretary-Treasurer of the Union by the 10th of the following month in which deductions were made.

Section 2. The Union shall indemnify and save the Town harmless from any liability that may arise out of the Town's reliance upon any payroll deduction authorization cards presented to the Town by the Union. Such indemnification applies to damages that are sustained as a result of procedural errors or due to reason of mistake of fact that was in the control of or the responsibility of the Union.

ARTICLE 16 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

The parties hereto recognize and agree that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, and supervise the operations and personnel of the Police Department are vested in the Employer, in a full and unrestricted manner, as provided by the laws of the State of Maine and the Town of Kittery.

ARTICLE 17 - MAINTENANCE OF STANDARDS

Section 1. (Protection of Conditions) The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions will be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment will be improved wherever specific provisions for improvements are made elsewhere in this Agreement. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement, unless specifically agreed to by both parties.

Section 2. (Extra Contract Agreements) The Employer agrees not to enter into any agreement or contract with its Officers, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 3. (Workweek Reduction) It is understood and agreed that, should it subsequently be determined that any Officer comes under the provisions of the Fair Labor Standards Act or any similar legislation, then as to such Officers, any provisions of this Agreement that do not comply with the requirements of said statutes are to be changed so that there is no violation of the statutes. If such changes result in substantial penalties to either the Officers or the Employer, a written notice shall be sent by either party requesting negotiations to change such provisions or provision as are affected. Thereafter, the Union and the Employer shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution.

Section 4. Any changes or additions to the Standard Operating Procedures that have an effect on wages, hours, or working conditions, must be mutually agreed upon by the Town and the Union. Examples of Standard Operating Procedures that fall under this provision include evaluations, promotions, and utilization of body cameras.

ARTICLE 18 – SUPERVISORY, SPECIALIST, OR RESERVE OFFICER PERSONNEL

Scheduled on-duty Supervisory and/or Specialist personnel will not arbitrarily be forced to fill vacant patrol shifts unless an exigency exists.

ARTICLE 19 - UNION ACTIVITIES

Any Officer member of the Union acting in any official capacity whatsoever may not be discriminated against for his or her acts as such Officer of the Union so long as such acts do not interfere with the conduct of the Employer's business nor may there be any discrimination against any Officer because of Union membership activities.

ARTICLE 20 - ACCESS TO PREMISES

Authorized agents of the Union have access to the Employer's establishment during working hours for the purpose of adjusting disputes, and investigating working conditions, provided, however, there is no interruption of the working schedule. Prior notification of the visit is to be given to the Department Head.

ARTICLE 21 - STEWARDS

Section 1. The Town recognizes the right of the Union to designate a Steward or an Alternate. The authority of the Steward or Alternate so designated by the Union is limited to, and may not exceed, the following duties and activities: the investigation and presentation of a grievance in accordance with the provisions of the collective bargaining Agreement.

Section 2. The Steward and the Alternate have no authority to take strike action or any other action interrupting the Town's business. The Employer recognizes these limitations upon the authority of the Steward or Alternate and shall not hold the Union liable for any unauthorized acts, unless it is justifiably proven that the Union instigated, encouraged, or failed to diligently notify its members of the illegality and to counsel its members against the undertaking of said unauthorized acts.

Section 3. The Steward is permitted to investigate and present grievances in an orderly and efficient manner on or off the property of the Employer without loss of time or pay. Every effort will be made to schedule mediation, fact finding, investigations and/or negotiations during the union steward's regularly scheduled hours.

ARTICLE 22 - IDENTIFICATION FEES

Should the Employer find it necessary to require Officers to carry or record full personal identification, such requirement will be complied with by the Officer. The cost of such personal identification is borne by the Employer.

ARTICLE 23 - SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its supplements are not affected thereby, and the parties will enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for said article or section.

ARTICLE 24 - NON-DISCRIMINATION

It is the policy of the Town not to discriminate against any applicant or employee because of race. religion. color. age. sex. sexual orientation. national origin. ancestry. genetic information or physical or mental disability in the selection, placement. compensation, training and advancement of employees. The Town Manager is the designated person responsible for the enforcement of this non-discrimination policy.

ARTICLE 25 - HOLIDAYS

The following holidays are paid holidays for all Officers

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Patriot's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day After Thanksgiving
13. Christmas Day

Should any Officer receive holiday pay for any days or portion of a day, in addition to the twelve (12) days prescribed, then the additional holiday pay will apply to all Officers. The above language does not apply to bonafide additional holidays agreed to in other collective bargaining agreements, but rather when the Town grants additional special paid holiday time off in addition to those found in various contracts with other Town Officers.

This requirement does not apply if the Employer mistakenly makes said overpayment and corrects/adjusts said overpayment in a reasonable period of time.

If an observed holiday occurs during the work week in which an Officer is actually on scheduled vacation, the Officer will not be charged with a vacation day for the observed holiday; an extra day may be added for the vacation.

ARTICLE 26 - HOLIDAY PAY

In the event an Officer is scheduled for and works any recognized legal holiday as listed in the contract, the Officer receives the Officer's regular holiday pay based upon the normal work day ~~often ten (10) hours~~ at the Officer's normal, straight-time rate of pay, plus overtime, at the rate of one and one-half (1 ½) times the Officer's normal straight-time rate of pay. Any Officer not working the recognized legal holiday receives normal straight-time rate of pay for said day based upon the normal working day ~~of ten (10) hours~~, provided the Officer is on paid status the day preceding and following said holiday.

An Officer may elect to take another day off with pay in lieu of receiving additional holiday pay, at a mutually agreed time, provided that the Employer may impose reasonable limitations upon any such election arising out of manpower and work load requirements of the Town and the availability of qualified replacement personnel.

For employees hired on or after July 1, 2017, payment for holidays will be issued following the close of the pay period in which the holiday hours are earned.

ARTICLE 27 – PERSONAL DAYS

Police Officers are entitled to 2 personal days each calendar year. Personal Days may be used for any purpose, but must be used before the end of the calendar year. If, for unforeseen or unavoidable reasons, the personal days are not able to be used in the calendar year, the Town Manager may approve personal day balances to be carried over to the next calendar year.

The scheduling of a Personal Day cannot be denied; unless it would result in an order-in for the Fourth of July, Thanksgiving, Christmas, and New Year's Day.

ARTICLE 28 - COURT TIME

Any Officer covered by this Agreement who is required to attend court outside the Officer's regular work shift receives a minimum of four (4) hours of pay for such appearance at District Court and four (4) hours of pay for such appearance at court outside the Town of Kittery at one and one-half (1 ½) the Officer's applicable hourly rate of pay for each such attendance. No court time is allowed to any such Officer who has not checked with the Dispatcher, Court Officer or the posted court trial list between the hours of 9:00 a.m. and 10:00 a.m. (0900- 1000 hours) on a scheduled court date to find out if the Officer's presence will be required.

If the Officer is required to remain in attendance at such court for more than the minimum call-in time, the Officer is paid at time and one-half (1 1/2) the Officer's applicable hourly rate of pay for all hours of that attendance.

If such court attendance occurs during an Officer's vacation, the minimum is four (4) hours; provided, however, that any and all fees, compensation or allowances to which any Officer is or would be entitled for such court appearance as provided for by Statute or Court Order, is turned over to and paid to the Town and not retained by the Officer.

Any and all fees, compensation, or allowances to which any Officer is or would be entitled for such court time appearances, as provided for by the statute or court order, is turned over and paid to the Town of Kittery and not retained by the Officer.

ARTICLE 29 - INSURANCE

Section 1. The Town shall contribute to Allegiant Care ("Allegiant") eighty-five (85%) percent of the total premium for family, two person or single coverage per month, payable at the office of Allegiant monthly on the tenth day of the month prior to the month in which due. The Officers shall contribute the remaining fifteen (15%) percent each month through weekly payroll deductions. The above listed Town contribution represents the Town's maximum percentage payment. The Town is responsible for remitting the employer and Officer shares of the premium on a monthly basis to the Trust.

For Officers hired on or after 7-1-15, the Town shall contribute to Allegiant Care ("Allegiant") eighty (80%) percent of the total premium for family, two person or single coverage per month, payable at the office of Allegiant monthly on the tenth day of the month

prior to the month in which due. The Officers shall contribute the remaining twenty (20%) percent each month through weekly payroll deductions. The above listed Town contribution represents the Town's maximum percentage payment. The Town is responsible for remitting the employer and Officer shares of the premium on a monthly basis to the Trust.

The liability of the Town may not exceed the above amounts together with any and all delinquency and interest charges.

The Town agrees that its Agreement hereunder constitutes an obligation for the sums herein provided directly to Allegiant, and further that the Town will be bound by the terms and provisions of the Trust Indenture of Allegiant and any and all amendments thereto, as well as applicable rules and regulations from time to time promulgated by the Trustees thereto.

The Town is not responsible for the administration of the Plan and is held harmless for any claims made against Allegiant.

Section 2. The Town will provide comparable disability, life and accidental death and dismemberment insurance, as was in place during the last contract period for all Officers covered by this Agreement at no cost to the Officer.

Section 3. Officers who are covered by this Agreement and who are injured on duty (or off duty while performing a police function) are provided Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share plus the Officer's share of Maine Public Employees Retirement and all health, disability and dental insurance for as long as the employee remains out of work due to the injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS, health, disability and dental insurance is prorated. Officers may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wages in order to make themselves whole. This includes any waiting period that may exist under the workers' compensation statute.

Section 4. Both parties recognize that the Employer bears a considerable cost for the provision of adequate fleet, property and liability insurance coverage and that all Officers have an obligation to treat the Department's equipment with respect and to use/operate it safely.

It is understood and agreed that an Officer may be required to reimburse all or part of the damage or repair costs, up to \$100.00, either by monetary payment or by an equivalent deduction from accrued vacation leave. Any reimbursement is conditional upon the gross negligence of the Officer involved, as determined by the Safety Committee, the Police Chief, and the Town Manager for the following offenses:

- A. Accidents involving Town-owned vehicles.
- B. Careless operation of Town vehicles.
- C. Careless use of and/or damage to Town equipment, materials, or property that may necessitate the repairing thereof.

D. Property damage, either public or private.

In all individual situations listed above, the Town Manager shall make the final decision with regard to the Town's position on reimbursement.

Section 5. Nothing in this contract prohibits the Police Chief from requiring a member of this unit to submit to a physical or psychological exam (including drug and alcohol testing) if there is sufficient evidence that an Officer is not mentally or physically fit to perform the Officer's duties. This language does not apply to bonafide workers' compensation cases, as they are handled by separate statutes.

It is agreed that the request for above examinations may only be done by the Police Chief, and examinations performed by specialists in the various fields of examination. Information provided by the Doctor is confidential in nature and not provided to other members of the department, or other town Officers. The cost for exams is paid for by the Town.

If the Officer does not agree with the outcome of said examination, the Officer may, at the Officer's expense, obtain a second opinion. If indeed the two examinations conflict, the two doctors shall mutually agree upon a third, who in turn shall render the final decision. The cost for the third doctor is split between the Officer and the Town.

Section 6. The Town agrees to provide the Officers with the opportunity to participate in a Flexible Spending Account (FSA) under Section 125 of the IRS rules, which will include the Officer-paid portion of the qualified insurance programs. The Town will contract with a professional firm to provide the administration for the FSA. Officers may choose to enroll in the debit card program; however, Officers will be responsible for the debit card's annual fee.

Section 7. The Town will pay the monthly health insurance premium for the single person level of coverage for any unit member who retires from the Town of Kittery having worked for the Town of Kittery for a minimum of fifteen (15) years and having met the years of service requirement contained in the MainePERS policy currently in effect for that particular Officer. Should the retiree choose to elevate the health insurance coverage level to a two-person coverage plan or family coverage plan, the retiree will be responsible for any additional premiums owed to the insurance provider. The additional payments are made to the Town on a monthly basis. The Town will forward all required payments to the insurance carrier on behalf of the retiree. Upon reaching the age of eligibility for Medicare, the Officer's health insurance plan will be converted to the Medex 2 supplement plan through Allegiant, or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2 supplement plan through Allegiant, or a comparable plan. In the event that it becomes necessary to change insurance providers, the Town will ensure that there is no lapse of coverage of the retiree, and that the new coverage level will be comparable to the existing level of coverage. Any additional premiums required for spousal conversion to a companion plan are the responsibility of the retiree.

The fifteen year minimum service requirement applies only to Officers hired after May 1,

2004.

ARTICLE 30 - SOCIAL SECURITY

The Town agrees to pay its required Social Security premiums in accordance with provisions of the Agreement between State Agency and Political Subdivision of the State of Maine for the purpose of extending Social Security benefits to the Officers of such Political Subdivision and its subsequent amendments, which Agreement was entered into between the Maine State Retirement System and the Town in 1952.

ARTICLE 31 - BULLETIN BOARDS

The Town agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 32- SEPARATION OF EMPLOYMENT

Upon separation of employment and prior to retirement the Employer shall pay the Officer full face value of all accrued vacation, holiday, personal days, and compensation time on the pay day in the week following such separation.

ARTICLE 33 - RESERVE SERVICE LEAVE

Section 1. Leaves of absence are granted to Officers who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their training obligations and/or responding to any civil disorder. Written notification for leaves of absence for such purposes must be made to the Police Chief as soon as possible after the Officer's receipt of orders.

Section 2. If an Officer is granted a leave of absence for the purposes herein set forth and if the Officer's daily rate of compensation for such government service, less deductions for FICA, State and Federal taxes, and insurance and retirement coverage, if applicable, is less than the rate that he/she would have earned had he/she been providing services to the Employer less deductions for FICA, State and Federal taxes, and insurance and retirement coverage, then the Town shall pay the Officer the difference between the pay rates.

Section 3. The Officer utilizing reserve leave shall furnish the Town with an official statement of reserve service pay received and reserve service time served.

Section 4. For the purposes of this section, the phrase "daily rate of compensation" is defined as the Officer's normal, daily, straight-time rate of pay, and does not include overtime or call-in time.

ARTICLE 34 - MILITARY LEAVE

The Town agrees to provide all benefits as required by the Selective Service and Training Act and any other applicable laws then in effect.

ARTICLE 35 - LEAVE WITHOUT PAY

An administrative or special leave may be granted to an Officer, when approved by the Town Manager, for the purpose of settling the estate of a member of the immediate family, for educational purposes when such education will foster the systematic improvement of the knowledge and/or skills required in the performance of the Officer's work, for illness or injury when such leave extends beyond the Officer's earned sick leave days and for other reasons that may be beneficial to the Officer and to the Town.

All such leaves are without pay, may not disrupt the normal operation of the Department, and must be specific as to their duration, with sixty (60) days being the maximum duration.

The Officer is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the Town Manager prior to its expiration. Failure on the Officer's part to return to work upon the expiration of an approved leave, without having made prior arrangements for an extension of said leave, is deemed a resignation from Town Employment.

Leaves of absence must be requested in writing by the Officer and approved by the Town Manager on such terms and conditions as are agreeable to the parties.

ARTICLE 36 - BEREAVEMENT LEAVE

An Officer will be excused from work for up to five (5) days because of death in the Officer's immediate family as defined below, and be paid his or her regular base rate of pay for the scheduled hours missed. ~~Not more than ten (10) hours per day may be paid under this Article.~~ It is intended that this time be used for the purpose of handling necessary arrangements and attendance at the funeral.

Immediate family means spouse, domestic partner, parents, step-parents, children, step-children, brother, sister, grandmother, grandfather, mother-in-law and father-in-law.

Up to three days of leave may be granted for the death of other relatives upon approval of the Police Chief.

ARTICLE 37 - SICK LEAVE

Section 1.

- A. Sick leave is accumulated at the rate of one day per month to a maximum of one hundred and fifty (150) days; said accumulation could be applied to Retirement, as is permitted by the Maine State Retirement. The remaining days will be given as early retirement. At the end of the year (December 31)

all sick leave over one hundred and fifty (150) days will be given back and the Town will pay fifty (50%) percent of the face value at the person's normal rate of pay for the days that were given back. For Officers hired after July 1, 2015, there will be no sick leave buy back.

- B. Officers who retire or resign from the Town and who have accrued vacation and sick leave time to their credit at the time of retirement or resignation will be paid the wages equivalent to the accrued vacation and sick leave. Officers will be eligible for wages paid for accrued sick leave upon resignation and retirement in good standing only. "In good standing" means that the Officer's resignation or retirement is not forced by pending criminal charges or does not occur after a notice of discharge has been issued. Nothing in this article prevents the parties from negotiating such sick leave payments as part of the terms of a constructive discharge.

Section 2. In order to qualify for sick leave payments, the Officer should notify the Police Chief or designated representative not later than two (2) hours before the Officer's normal starting time on the first day of absence, unless the circumstances surrounding the absence make such notification impossible, in which case said notification must be made as soon thereafter as possible. In addition to the above, an Officer, if absent two or more consecutive days must notify the Department at least two (2) hours prior to the beginning of the shift on which he/she intends to return.

Section 3. Qualified Officers are eligible for paid sick leave from and to the extent of their unused, accumulated, paid sick leave credits in the following situations:

- A. When it is established to the Employer's satisfaction that the Officer is incapacitated and cannot safely perform the Officer's duties due to sickness, pregnancy or injury.
- B. When it is established that, due to exposure to contagious disease, the health of others would be affected by attendance at work. A physician's statement recommending absence from work shall be required.
- C. When it is established that an illness exists in the immediate family of the Officer, and then for such periods as the attendance of the Officer is necessary. The term "immediate family" means spouse, children, parents, domestic partner and other relatives living in the Officer's household.

Officers will be allowed to utilize up to ~~forty (40)~~ 36 hours of sick time to care for their spouse, parents or children who are not domiciled with the Officer.

Section 4. If the Officer is absent for more than three (3) consecutive days, or in the case of a demonstrative pattern of suspected abuse, the Employer may require medical proof for said sick leave, in which case the involved Officer is required to provide a written statement from a medical doctor certifying the necessity for said absence. At the request of the Employer, an

Officer, before returning to work, will submit a written statement from the Officer's physician that certifies the Officer's ability to return to work and to perform the required functions of the Officer's job. Should the Employer require a medical statement, the Employer shall pay the portion of the cost for the visit which is not covered by medical insurance.

Section 5. Whenever sick leave payments are made under this Article, the amount of such payments/hours are deducted from the Officer's unused accumulated sick leave.

Section 6. In the event an Officer is temporarily disabled to the extent that he/she is unable to perform all the duties and functions normally required of him, the Police Chief, in the Chief's judgment, may approve the Officer's return to work on a limited duty basis. It is understood and agreed that the Police Chief has the sole and complete discretion and authority to determine the number of Officers who may be allowed to work on a limited duty basis, if any, and the duration thereof.

Section 7. Falsification of evidence to substantiate sick leave is cause for disciplinary action.

Section 8. In the event of the death of an Officer, the Town shall pay to the employee one hundred percent (100%) of the Officer's accumulated sick leave. For Officers hired after July 1, 2015, there will be no sick leave buy out.

ARTICLE 38 -VACATIONS

Section 1.

- A. The vacation calendar for all Officers covered under this contract is from January 1st to December 31st. A maximum of ~~ten (10) days~~ 72 hours may be saved or, beginning January 1, 2016, cashed out from one year to the next.

Section 2. Entitlement to vacations under this article will be determined as of the Officer's anniversary date of each year.

- A. Officers will receive ~~forty (40)~~ 36 hours of vacation upon completion of six (6) months of continuous service, and an additional ~~forty (40)~~ 36 hours of vacation upon completion of one (1) year of continuous service.
- B. Officers ~~hired before July 1, 2017~~ who have completed more than one (1) year of currently continuous service, but less than five (5) years will receive ~~ten (10) days of annual vacation leave. Officers hired on or after July 1, 2017 will receive eighty (80)~~ 72 hours of annual vacation leave.
- C. Officers ~~hired before July 1, 2017~~ who have completed five (5) years of currently continuous service, but less than ten (10) years will receive ~~fifteen (15) days of annual vacation leave. Officers hired on or after July 1, 2017 will receive one hundred twenty (120)~~ 108 hours of annual vacation leave.

- D. Officers ~~hired before July 1, 2017~~ who have completed ten (10) years of currently continuous service, but less than twenty (20) years will receive ~~twenty (20) days of annual vacation leave. Officers hired on or after July 1, 2017 will receive one hundred sixty (160)~~ 144 hours of annual vacation leave.
- E. Officers ~~hired before July 1, 2017~~ who have completed twenty (20) years of currently continuous service will receive ~~twenty five (25) days of annual vacation leave. Officers hired on or after July 1, 2017 will receive two hundred (200)~~ 180 hours of annual vacation leave.

Section 3. In the event that an Officer covered hereby dies during the term of this Agreement, the accrued vacation credits, if any, will be paid in the wages equivalent to the Officer.

Section 4. In the event of dismissal of an Officer for cause or if an Officer voluntarily leaves, or retires from employment, said Officer is entitled to vacation pay for all unused vacation earned.

Section 5.

- A. A day of vacation pay as provided for in Sections A, B, C, D, and E equals the number of hours a day normally scheduled for a regular shift (e.g 9 hours if the Officer is regularly scheduled for four 9-hour shifts a week). ~~ten (10) hours of pay~~ at the Officer's straight time rate of pay at the time the Officer takes vacation.
- B. The Employer shall determine the number of Officers who can be assigned for vacation purposes at any one time, provided, however, that any such determination is based upon the anticipated manpower and work load requirements of the Town.
- C. A seniority list will be posted not later than November 15th of each calendar year, and all Officers shall indicate, prior to December 15th of that calendar year, the dates on/during which they desire to take their eligible vacation leave for the upcoming calendar year. In the event that two or more Officers desire the same vacation dates and it is determined by the Police Chief that both Officers cannot be assigned for vacation purposes at the same time, the Officer having the least amount of seniority shall select alternate dates for vacation. A final vacation list indicating those dates agreed upon shall be prepared by the Police Chief and posted no later than January 1st of the new calendar year.
- D. In the event an Officer does not select a vacation period prior to December 15th, he/she shall make written request to the Police Chief before the 15th of the month preceding the month of the requested vacation dates.

- E. If an Officer, due to required court appearances or other emergency situations, is unable to take vacation during the assigned period, the Police Chief shall make every effort to reschedule a vacation period, convenient and agreeable to the Officer and the Town, in the calendar year in which the Officer's vacation period was assigned.

ARTICLE 39 - CALL BACK TIME

An Officer called back to work receives a minimum of four (4) hours pay at one and one-half (1 ½) times the normal rate of pay for the work for which they are called back. In the event that the Officer called back works in excess of four (4), said hours will be paid at one and one-half (1 ½) times the normal rate.

ARTICLE 40 - OFFICER RIGHTS

To ensure that any internal investigation of any Officer 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. As much as possible, the interrogation will be conducted in a reasonable time, taking into consideration the working hours of the Officer and the employer, and the legitimate interest of the department. The official conducting the investigation shall advise the Officer that an official investigation is being conducted. The investigating Officer shall inform the Officer of the nature of the alleged conduct which is the subject matter of the investigation. Unless circumstances require anonymity, the complainant will be identified. If it is known that the Officer being interrogated is a witness only, he/she will be so informed.
- B. The interrogation is conducted with the maximum amount of confidentiality possible.
- C. The interrogation of an Officer suspected of violating departmental rules and regulations is limited to questions which are directly related to the Officer's involvement in the alleged violation.
- D. The interrogation may not be conducted by more than two (2) interrogators at any one time.
- E. If an Officer is under arrest, or is likely to be, that is, if the Officer is a suspect, or the target of a criminal investigation, the Officer must be afforded all rights under such circumstances as any other person.
- F. Any Officer being investigated for criminal offenses may have an attorney present at any time during the interrogation. The Officer must be afforded a reasonable opportunity and facilities to contact and consult privately with an

attorney and/or the Union.

- G. If an Officer under investigation is requested to submit to a polygraph examination, the Officer must be advised of the questions to be asked prior to the administration of test. No Officer may be forced to submit to a polygraph examination against the Officer's wishes by fear of penalty.
- H. Any and all investigations are conducted without unreasonable delay, and the Officer will be advised of the final outcome of the investigation within twenty (20) working days of the initiation of the investigation. If for any reason the investigation cannot be concluded within the time limit, the Officer being investigated will be given an explanation of the delay and, if mutually agreed upon by the Union and the Chief, a time extension may be granted.
- I. If results of the investigation against an Officer prove that the charges are unfounded, then it is so noted in the final report of the investigation.
- J. The results of a polygraph examination are part of the report of the investigation, and may be used by the Police Chief at any and all hearings relating to the matter being investigated.
- K. An Officer has the right to a private or a public hearing, if the Officer so desires.
- L. Any Officer suspended for investigative reasons receives the Officer's regular weekly base pay.

If a member of the Department is being questioned for the purpose of being a witness only, he/she will be so informed before the questioning commences. If the investigation implicates a member of the Department who has been questioned as a witness, he/she will be informed of the change in the nature of the investigation before questioning commences on another occasion. It is understood and agreed, however, that the informing of a member of the Department that he/she is being questioned as a witness only in no way provides immunity for such Officer from disciplinary action that may be taken as a result of information disclosed during the course of the questioning or investigation.

ARTICLE 41 - COMPLAINTS AGAINST POLICE OFFICERS

If an investigation is initiated by information from a citizen, a fellow employee or by the Police Chief, the Chief shall inform the Officer being investigated, the union steward and the union business agent within five (5) calendar days of receipt of the information that generated the complaint. No investigation will begin without the approval of the Police Chief.

When a citizen makes a complaint about the actions or conduct of a Police Officer, the following process will be followed: A citizen will inform the Watch Commander or Shift Supervisor that he/she is making a complaint about a Police Officer. An attempt will be made to

solve the problem at this level. Should the problem still exist, where the citizen chooses to make a complaint to the Police Chief, the citizen will advise the day Watch Commander or Dispatcher of the request to meet with the Police Chief and the reason for making a formal complaint. If a complaint is verbal, then the Officer's report/reply may also be verbal. If it is a formal complaint, other than one requested by the Town Manager or Police Chief, then the Police Officer need not make a formal written report/reply until after he/she has had an opportunity to see and review the formal complaint and the reason for the investigation.

The first steps in making a complaint to the Chief about a Police Officer will be strictly followed to protect the rights of the Police Officer. Prior to an interview regarding an internal complaint, the Police Officer will be provided with a copy of all complaints and accusations made, including written statements. The Town will make any and all effort to acquire a sworn statement, as is best investigatory practice, and advise the citizen of the consequences of making a false sworn statement.

The citizen who makes the complaint will have to write or type the citizen's own statement. A copy of the statement will be given to the Police Officer at the first opportunity after it is received from the complainant. When the citizen making the complaint meets with the Police Chief, the Police Chief will have the written complaint on the Chief's desk to refer to. The Chief will decide what actions will be taken after the meeting with the complainant and after reviewing the Complainant's statement. Should the Police Chief decide to investigate the complaint or designate an investigator, the Police Officer will be notified immediately in writing from the Chief that the Police Officer is under investigation and who the investigator is and the reason.

As the result of any investigation into the conduct or actions of a Police Officer, a copy of the investigative report will be given to the Police Officer when the investigation is suspended, completed or complaint withdrawn by complainant. The investigation will be completed within thirty (30) calendar days. The Police Chief will provide the union steward and the Officer with an update on the status of the internal investigation within fifteen (15) calendar days after the internal investigation has begun. If the Police Chief wishes to extend the investigation beyond thirty (30) calendar days with reasonable cause, he/she shall only do so if the union steward agrees.

The Police Officer may take any appropriate steps or actions regarding the complaint made. The Police Officer has the right to exercise the Officer's constitutional rights regarding the investigation.

Should the Police Officer be suspended from duty pending an investigation, the Police Officer will be suspended with full base pay and benefits pending the outcome of the investigation.

As the result of any investigation into the conduct or actions of a Police Officer, a copy of the investigative report will be given to the Police Officer when the investigation is suspended, completed or complaint withdrawn by complainant.

All juveniles who make complaints against Police Officers will be in the presence of their parent or legal guardian when making a complaint.

The Police Chief will advise the Police Officer whether it is a criminal or inter-departmental investigation. If it is a criminal investigation, the notice requirements and investigative time frames noted above do not apply.

ARTICLE 42 - AMMUNITION FOR ARMS QUALIFICATION

Officers will qualify in the use of the standard issue weapon or departmentally prescribed weapon as required by the Maine Criminal Justice Academy. The Town will supply 1,000 rounds of either pistol or rifle ammunition per year for qualification purposes. Officers may use up to 100 additional rounds of unused ammunition from other Officers' ammunition allowance. The Town will reimburse Police Officers up to \$125 per year for membership in a shooting range of their choosing.

ARTICLE 43 - TRAINING

Section 1. Expenses for out-of-town training required by the Employer are reimbursed to the Officer at actual costs, plus the current mileage reimbursement rate established by the IRS for transportation, unless the employer provides transportation. Mutually agreeable schedule changes may be made to accommodate training.

Section 2. When approved in-service training is scheduled at a time other than during an Officer's regular shift, such Officer is compensated for the time necessarily spent at the Officer's applicable rate of pay and does not include travel time to or from the designated location of said training, either after a regularly scheduled shift or on days that the Officer is not scheduled for work.

Section 3. Officers do not receive additional payments for extra time spent at approved training schools, seminars and courses.

Section 4. Any Officer who fails to meet any licensing or certification requirements, standards, or other requirements of the State of Maine necessary to meet the normal requirements of the Officer's job is placed on a leave of absence without pay, benefits, or seniority for a period not to exceed one (1) year, at which time the Officer is terminated if said requirement(s) is not met.

ARTICLE 44 - EDUCATION

The Town will reimburse up to four (4) Officers annually (fiscal year) for up to \$750.00 of the cost of tuition towards professional study at an accredited college or university subject to the following provisions:

- The Officer must notify in writing, the Police Chief and the Town Manager by

- March 1st of each year concerning anticipated course work or training
- The coursework or training must be job related (to be determined by the Police Chief)
- The Officer must have attained a grade of "B" or better to be eligible for reimbursement
- Proof of tuition payment by the Officer must be provided prior to reimbursement

ARTICLE 45 - PERSONNEL FILES

Section 1. Any Officer has the right, upon request, to review the contents of the Officer's personnel file, in the presence of the Police Chief or designee, at any reasonable time. Any Officer has the additional right to receive copies of materials placed in the Officer's personnel file.

The Police Chief shall maintain a written record of the material(s) initially furnished to each Officer, and subsequent copies of the same material shall be furnished to each Officer at the Officer's expense.

Section 2. No written warning notices/reprimands may be placed in an Officer's personnel file until said Officer has seen said warning notice/reprimand. The Officer shall sign said warning notice/reprimand as an indication that he/she has seen and has read said document.

ARTICLE 46 - JOB DESCRIPTION

No Police Officer may be required to perform duties outside of the job description.

ARTICLE 47 - PROMOTIONS

All promotions above the rank of Police Officer, with the exception of the position of Police Chief are made from within the Department, provided that there are qualified, in-house candidates available. Eligible Police Officers will have at least three (3) years of service with the Kittery Police Department.

ARTICLE 48 - DAMAGE TO PERSONAL PROPERTY

The Town shall pay the reasonable cost of the repair or replacement of an Officer's acceptable personal items, equipment, clothing, etc., that are lost, damaged, or destroyed in the line of duty. A report of the incident and verification of the value of the property must be submitted for approval to the supervisor.

ARTICLE 49 - ADMINISTRATIVE LEAVE

Officers placed on paid administrative leave will receive the average weekly wage for the fifty-two (52) weeks preceding the effective date of the administrative leave.

ARTICLE 50 - DURATION OF AGREEMENT

Section 1. This Agreement is effective as of July 1, 2021, and it remains in full force and effect until June 30, 2024. It is automatically renewed from year to year thereafter unless either party notifies the other, in writing, at least one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations begin no later than sixty (60) days prior to the anniversary date. This Agreement remains in full force and effect during the period of negotiation and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which may not be before the anniversary date set forth in the preceding paragraph.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time to the termination or automatic renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this _____ day of _____, 2022 to be effective as of July 1, 2021.

Town of Kittery

Teamsters Local Union No. 340
Affiliated with the International
Brotherhood of Teamsters

AGREEMENT

Between

TOWN OF KITTERY

And

TEAMSTERS LOCAL UNION NO. 340

Affiliated with the International Brotherhood of Teamsters

for the

KITTERY POLICE DEPARTMENT SUPERVISORS

Effective: July 1, 2021

Expiration: June 30, 2024

[AMENDED: January 1, 2023](#)

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This Agreement is entered into between the TOWN OF KITTEERY, MAINE, hereinafter referred to as the "TOWN" or "EMPLOYER" and TEAMSTERS LOCAL UNION NO. 340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

ARTICLE 1 – PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, Chapter 9-A MRSA 961 through 974, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the Police Supervisors for the purpose of negotiating salaries, hours, and other conditions of employment for all its eligible employees within the bargaining unit in the Police Department, as provided in accordance with the Municipal Public Employee Labor Relations Act.

ARTICLE 3 - HOURS OF WORK

Section 1. The basic work week for Sergeants covered under this contract is ~~forty~~ ~~(40)~~ 36 hours within a one-hundred and sixty-eight (168) hour period.

The work schedule consists of ~~four~~ ~~(4)~~ 3 consecutive ~~ten~~ ~~(10)~~ 12 hour days with ~~three~~ ~~(3)~~ 4 consecutive days off within a one-hundred and sixty-eight (168) hour period on a ninety (90) day rotating schedule. ~~as follows:~~

~~1—Shift—10 hours—0630 to 1630~~

~~2—Shift—10 hours—1600 to 0200~~

~~3—Shift—10 hours—2100 to 0700~~

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sgt. 1	X	X	X	1	1	1	1
Sgt. 2	1	1	1	2	X	X	X
Sgt. 3	2	X	X	X	2	2	2
Sgt. 4	X	2	2	3	3	X	X

Prior to the 20th of the preceding month, Sergeants will, by seniority, bid respective shift and days off for the following ninety (90) days.

The present schedule will remain in effect and no change will be made unless mutually agreed upon. The Police Chief will assign all other Supervisory shifts.

~~Section 1-A. There is to be no deviation from the four (4) consecutive ten (10) hour days unless a vacancy occurs and the Police Chief is unable to find a voluntary, eligible replacement from the off-duty call-out list. An eligible Sergeant in this instance means one who is not scheduled to work during any of the hours to be replaced.~~

Section 1-B. Management has the right to designate specific officers having specialized training to assignments based on the needs of the department, without going through the normal overtime call-out procedures.

Section 2. Nothing in this Article or any other Article or Section of this Agreement prohibits management from having additional Supervisory staff. This additional Sergeant can be used to fill in where additional manpower is needed as determined by the Police Chief or his/her designee.

Section 2-A. The decision as to whether or not a replacement is to be made on a scheduled shift is a decision of the Police Chief. If a decision is made to fill a vacancy, the replacement will first be offered to an eligible officer on the off-duty call-out list.

Section 3. Paid status consists of regular work, sick leave, compensatory time, vacation time and when suspended with pay.

Section 4. The term "OVERTIME COMPENSATION" is defined as time and one-half an employee's regular, hourly base rate of pay and is paid for all approved time necessarily spent on the job in excess of ~~forty (40)~~ 36 hours in any work week. Overtime can be converted to compensatory time at a rate of one and one-half (1 ½) times rate of pay.

- A. Sergeants' scheduled working hours may not be changed to avoid the payment of overtime.
- B. When it is necessary for a Sergeant to serve as an officer-witness in a court proceeding at a time other than his/her regular shift of duty, the Employer shall pay such Sergeant for all time spent in court on an overtime basis, provided that he/she was on paid status ~~forty (40)~~ 36 or more hours during that work week. No court time is allowed to any Sergeant who has not checked with the Dispatcher, Court Officer or court trial list between the hours of 9:00 A.M. and 10:00 A.M. (0900-1000 Hours) on a scheduled court date to find out if his/her presence will be required.

There will be a compensatory time balance cap, such that no officer may carry more than eighty (80) hours from one calendar year to the next.

Burn Down Procedure: Any employee with a compensatory balance in excess of the compensatory balance cap of eighty (80) hours, as of the signing of the 2017-2020 agreement, will be ineligible to convert overtime to compensatory time until such compensatory balance is less than the balance cap. Additionally, beginning January 1, 2019, employees with a compensatory balance in excess of the balance cap will be required to burn

down/or buy out a combined total of eighty (80) hours of the excess compensatory balance each year until the balance is less than the balance cap. If the excess compensatory balance in a given year is less than eighty (80) hours, the employee will be required to cash in and/or use the total hours in excess of the balance cap in that year.

Excess compensatory time that is cashed in will be paid at the beginning of the fiscal year and may be deposited into a deferred compensation plan (457 Plan) administered by the Town or Town's vendor, or be paid by separate check directly to the employee. The employee must identify the number of hours they intend to cash in and the method they wish to receive payment no later than March 1 of the calendar year, to allow the Town sufficient opportunity to budget for the cash out.

Section 5. When a Supervisor is called in to perform work at a time other than that for which he/she had previously been scheduled, he/she receives not less than four (4) hours of straight-time pay for the work so performed, which counts towards the ~~forty (40)~~ 36 hour requirement for overtime pay. The four-hour minimum provision does not apply to Supervisors who are held over after completing their regularly scheduled shift. Supervisors who are held over after completing their scheduled shift are paid for the actual amount of time worked, in one-quarter (1/4) hour increments, even if this actual time worked is less than four (4) hours.

Section 6. The Town agrees that full-time Police Officers and Supervisors have preference to all special duties or assignments which come under the Town's jurisdiction and/or where police guidance, surveillance or presence is required.

Employees who work on any outside function ("Detail") are paid at the rate of time and one-half (1 1/2) the Sergeant regular hourly rate with a guaranteed minimum of not less than four (4) hours for each assignment. Details will be paid in 4-hour increments. The Town will bill the outside agency requesting the Detail at an appropriate rate that will permit the Town to recover its actual costs. If the Detail is cancelled less than 2 hours from the start time of the Detail assignment, the Employee will receive the guaranteed minimum 4-hours.

Employees who work on any outside function sponsored or required by the Town of Kittery, Kittery School Department, its students, other Town of Kittery departments (e.g., Highway, Sewer, etc.), are guaranteed a minimum of three (3) hours at his/her appropriate overtime rate. The Town shall bill the agency requesting the special assignment, if appropriate, at an appropriate rate that will permit the Town to recover its actual costs.

The following procedure is to be followed in the assignment of Police Officers and Supervisors to all special duties:

- A. A "Call Out List" will be established which lists all Police Officers and Supervisors in rank order of their overall Union seniority.
- B. As a special duty or outside detail is filled by an eligible Police Officer or Supervisor from the call out list, the person on the call out list immediately below that Police Officer or Supervisor is " next," or the first person to be offered the

next available special duty or outside detail.

- C. This procedure is to be continuously followed, in rotational order, from the person with the most seniority, to the person with the least seniority and then beginning over again with the person with the most seniority.
- D. In instances where the special duty or outside detail is known to be of long-term duration of more than one day or where police presence will be required for more than ~~ten (10)~~¹² continuous hours, the Police Chief shall equitably divide the total hours into two or more "shifts." The person who is " next" on the call out list is then offered the opportunity to pick one (1) shift of his/her choice, after which the person having one step less seniority has the opportunity to pick one (1) shift of his/her choice, etc., until all available shifts and days have been filled.
- E. In order not to unduly delay the assignment of officers to special duties or outside details, call outs according to the above procedure are done on the days and hours directed by the Police Chief or his/her designee. If an eligible Officer or Sergeant cannot be reached when the call out is done, no special efforts will be made to locate that person and he/she forfeits his/her opportunity to that particular shift or detail.

ARTICLE 4 - CLOTHING ALLOWANCE

The Town agrees that all employees covered by this Agreement will be completely outfitted, at no cost to the Employee, with all uniforms and other equipment deemed necessary for the regular performance of the Employee's duties.

After being completely outfitted, an annual clothing allowance, which includes approved footwear, will be paid as provided in accordance with the table below, is credited to each Employee in an account maintained by the Town. If there is any money left over at the end of the fiscal year, the Employee will be paid out the remainder, in a separate check from the Employee's weekly payroll check.

Year	2021	2022	2023
Amount	\$800	\$900	\$1,000

The Town is responsible for the initial purchase of ballistic vests for all unit members, and for the regular replacement of the ballistic vests. Replacement is made according to the recommendation of the manufacturer of the ballistic vest. It may be worn by the Employee at his/her discretion.

ARTICLE 5 - DEFECTIVE EQUIPMENT

The Employer may not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It is not a violation of this Agreement when Employees refuse to operate

such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped will be appropriately tagged so that it cannot be used by other officers until the complaint has been adjusted or corrected.

ARTICLE 6 - STRIKES AND LOCKOUTS

All disputes between the parties are to be settled in accordance with the grievance procedure set forth in this Agreement and there will be no strikes, slowdowns or cessation of work by the Employees, or lockouts by the Employer during the term of this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. A grievance is defined to be any controversy, complaint, misunderstanding or dispute which may arise under the interpretation or application of this Agreement. Any grievance arising between the Town and the Union or an employee represented by the Union, must be settled in the following manner:

Step 1. The aggrieved employee(s) must present the grievance to the Steward or the Alternate within five (5) business days after knowledge of the grievance or the reason for the grievance has occurred, except a sixty (60) day time limit does apply in case of violation of salary schedule or longevity provisions of this Agreement.

The Steward or Alternate shall take up the grievance with the Department Head or his/her designee within the same five (5) business days. If the Steward and the Department have not resolved the grievance within five (5) business days after the meeting between the grievant, Steward and the Department Head, the Steward shall submit such grievance in writing to the Union Business Representative.

Step 2. The Union Business Representative shall then take the matter up with the Town Manager, or his/her designee within ten (10) business days after such meeting, fifteen (15) business days if economic issues are involved. The Town Manager shall render a decision of the grievance within the same time frame.

Step 3. If at this point, the grievance has not been satisfactory settled, either party hereto has the right, within five (5) business days after the Town Manager has issued a decision, to file a request with the Maine Labor Relations Board or mutually agreed arbitrator for arbitration of the grievance. The Shop Steward shall notify the Town Manager within five (5) days of the decision to contact the Maine State Labor Relations Board or that the grievance has been withdrawn. The decision of the Arbitrator is final and binding on the parties and the Arbitrator will 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 are 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 2(A). The time limit for the processing of the grievances may be extended by written consent of both parties. The Arbitrator has no authority to add to, subtract from, change or modify any provisions of this Agreement, but is limited solely to the interpretation and application of the specific provisions contained herein. Nothing contained herein, however, may be construed to limit the authority of the Arbitrator, in his/her own judgment, to sustain, reverse, or modify any alleged unjust discharge that may reach this stage of the Grievance Procedure.

Section 2(B). Any mutual agreement as to the disposition of a grievance at the first and second steps is to be in writing and signed by the Town and the grievant and/or the grievant representative. One (1) copy is retained by the Town and one (1) copy by the Union.

ARTICLE 8 - DISCIPLINARY PROCEDURES

All suspensions, demotions and discharges must be for just cause (including but not limited to violations of any rules adopted as provided above) and written notice of the reasons for suspension, demotion or discharge will be stated in writing, to the employee affected, immediately upon suspension, demotion or discharge.

All warning notices given to an Employee are to be placed in the Employee's personnel folder for a period of 1 year. The Town agrees to abide by the principles of progressive discipline. However, the Union agrees that there may be instances which may warrant taking other disciplinary actions which may not follow the progressive discipline steps.

ARTICLE 9 - SENIORITY

Section 1. A seniority list will be established naming all the Sergeants covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority is based upon the Sergeant's date of rank. Seniority, for the purpose of this Agreement means, length of continuous service only, and is a major factor in all matters affecting layoff, recall and vacation preference, provided all other qualifications are equal.

Section 2.

- A. In the event it becomes necessary for the Town to lay off employees for any reason, employees will be laid off in the inverse order of their seniority. All affected employees will receive a two (2) calendar week advance notice of layoff and the Town shall meet with the affected employees prior to the actual occurrence of layoff. Employees are recalled from layoff according to their seniority. No new employees may be hired until all Sergeants on layoff status have been afforded recall notices.

If for any reason a Sergeant is demoted or gives up his/her rank or the position

is eliminated, he/she will go back to the patrol division and be put on the seniority list by date of hire. If a reduction is made in the Sergeants' force, it will be done by date of rank and the Sergeant will go to the Patrol Division and the last employee hired in the Patrol Division will be laid off.

- B. For a period of two (2) years after layoff, employees are recalled from layoff according to seniority by certified mail, to the last known Sergeant's address. It is the responsibility of laid off employees to furnish any change of address to the Employer for recall notices.

Section 3. The seniority list will be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Department bulletin board. Corrections to the seniority list will be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list is deemed correct. An updated list shall be made each year on January 1. A copy of the list shall be sent to the Local Union No. 340 by the Steward.

Section 4. An employee's seniority terminates:

- A. If he/she quits, retires or is justifiably discharged.
- B. If, following a layoff, he/she fails or refuses to notify the Employer of his/her intention to return to work within seven (7) calendar days after a written notice of recall is sent by certified mail to his/her last address on record with the Employer; unless, however, the employee has previously informed the Police Chief or his/her designee in writing that he/she will be on vacation and will not be able to be reached at a specific location, in which case he/she is not subject to recall until he/she has notified the Police Chief or his/her designated representative of an address at which he/she can be reached (during such time, Sergeants with less seniority may be recalled to work pursuant to Sections 2[A] and 2[B] of this Article); or, having notified the Employer of his/her intent to return to work, fails to do so within thirty (30) calendar days after such notice is sent.
- C. If he/she accepts full-time employment elsewhere while on a leave of absence, unless he/she has prior written approval for such employment from the Police Chief, or does not return to work immediately following the expiration of a leave of absence, unless in the latter case, he/she presents evidence satisfactory to the Town Manager that it was impossible for him to return to work at the expiration of said leave.
- D. When he/she has been laid off for a continuous period of time in excess of twenty-four (24) consecutive months.

ARTICLE 10 - DISCHARGE OR SUSPENSION

Section 1. The Employer retains the right to discharge or suspend any employee for

just cause. In all cases involving the discharge or suspension of any employee, the Town must immediately notify the employee in writing of his or her discharge or suspension and the reason therefore. Such notice must also be given to the Steward within forty-eight (48) hours from the effective date of the discharge or suspension.

Section 2. In respect to discharge or suspension, the Town shall give at least one (1) warning notice of the specific complaint against the employee in writing and a copy of the same to the Union and the Steward, except that no warning notice need be given to an employee before suspension or discharge if the cause of such suspension or discharge is dishonesty, drunkenness or drinking and/or the use of non-prescribed drugs while on duty, conduct unbecoming an officer, or insubordination. The warning notice as herein provided may not remain in effect for a period of more than 1 year from the date of the occurrence upon which the complaint and warning notice are based.

Section 3. Any employee discharged is paid in full for all wages owed him/her by the Town, including earned vacation pay, if any, within five (5) business days from the date of the discharge.

Section 4. A discharged or suspended employee must advise the Town Manager and the Union in writing, within five (5) business 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 will then be handled in accordance with the grievance procedure set forth in the Agreement, starting with Step 2.

Section 5. It is understood and agreed that when an Employee files a grievance with respect to his or her suspension, or discharge, the act of filing such grievance constitutes his or her authorization to the Town to reveal to the participants in the Grievance Procedure any and all information available to the Town concerning the alleged offense.

ARTICLE 11 - WAGES

Section 1-A. The Town agrees to pay employees who were previously in the Maine Public Employees Retirement System benefits in accordance with 5 MRSA 18453§ 2 of one-half (1/2) average final compensation, after having completed twenty (20) years of police service, regardless of age or enrolled in ICMA plan shall receive twenty-two percent (22%) over top Police Officer's.

The Town agrees to pay employees who were previously in the Maine Public Employees Retirement System benefits in accordance with 5 MRSA 18453 § 2 of one-half (1/2) average final compensation, after having completed twenty-five (25) years of police service, regardless of age, and have changed to 5 MRSA 18453 § 2 of one-half (1/2) average final compensation, after having completed twenty (20) years of police service, regardless of age are paid nineteen percent (19%) over top Police Officer's pay. All individuals promoted to the rank of Sergeant after July 1, 2007 will fall under the nineteen percent (19%) differential class.

Section 1-B. The salary listed in Section 1-A is the base salary that does not include

longevity, refer to Section 2A and 2B of this Article.

Section 2-A. Longevity pay is computed at the schedule agreed to by the Union and the Town.

1. Two (2%) percent after four (4) years of service.
2. Four (4%) percent after eight (8) years of service.
3. Six (6%) percent after twelve (12) years of service.
4. Eight (8%) percent after sixteen (16) years of service.
5. Eleven (11%) percent after twenty (20) years of service.
6. Thirteen (13%) after twenty-four (24) years of service.
7. Fourteen (14%) percent after twenty-six (26) years of service.

Section 2-B. After completing four years of continuous service, an employee's longevity payment is computed annually on his/her anniversary date and computation is based upon his/her annual base salary for the fourth year, and then for each succeeding year. If an employee receives a 5% increase in base salary after his/her fourth anniversary date, longevity would be recomputed using his/her new annual base salary.

The best method of explaining this is via an example of the computation using the following values:

\$10,000 - Employee's base salary on fourth anniversary.

\$500 - 5% salary increase received four (4) months after anniversary date.

2% - Longevity payment/incentive

COMPUTATION

$\$10,000 \times 1.02 = \$10,200$ (new gross salary, annual base plus longevity) on anniversary date.

$\$200 =$ Longevity increase.

$\$10,200 + \$500 = \$10,700$ (new gross pay after 5% salary increase)

$\$10,700 - \$200 = \$10,500$ (new base salary)

$\$10,500 \times 1.02 = \$10,710$ (new gross salary, annual base plus longevity increase)

$\$210 =$ New Longevity payment.

This computation would be performed annually if the employee received any adjustment to his/her annual base pay. The key term is annual; the computation is performed each year based upon that year's annual salary.

Section 3. Supervisors working the evening shift will be paid a shift differential of fifty cents (50¢) per hour.

Should the Police Chief elect to create and fill a midnight shift with a Supervisor, the Supervisor working the midnight shift is paid a shift differential of seventy-five (75¢) per hour.

Section 4. An employee will receive the highest percent educational stipend in which he/she is qualified for from the list below.

Employees with an Associate's Degree or three years of active service military duty are paid a stipend of fifteen cents (15¢) per hour.

Employees with a Bachelor's Degree are paid a stipend of twenty-five cents (25¢) per hour.

Employees with an Intermediate Police Officer Certificate are paid a stipend of ten cents (10¢) on their hourly rate of pay per hour.

Employees with an Advanced Police Officer Certificate are paid a stipend of fifteen cents (15¢) their hourly rate of pay per hour.

Section 5. Direct Deposit

During the effective period of this Agreement, the annual salaries of employees are paid weekly on Thursday through mandatory direct deposit to an approved financial institution.

Section 6. Physical Fitness Incentive

Officers covered by this Agreement are encouraged to maintain a level of physical fitness appropriate for the demands of police work. The Town will conduct an annual voluntary physical fitness test in April of each year in accordance with department Standard Operation Procedures. The test and requirements to pass will be identical to the physical fitness test required for entry into the Maine Criminal Justice Academy's Basic Law Enforcement Training Program, at the 40th percentile by age and gender. Officers will be allowed to test on-duty if manpower allows. The Town will not pay overtime for taking the physical fitness test and will not be required to backfill a shift for the purpose of allowing Officers to participate in the physical fitness test.

Should an Officer fail to pass the required standards on the first attempt, the Officer will be allowed to make a second attempt no more than thirty (30) days from the date of the first attempt. Every effort will be made to allow the second attempt to occur on the same day as the first attempt. Should an Officer fail to pass the required standards on the second

attempt, the officer will be allowed to make a third attempt no more than thirty (30) days from the date of the second attempt. Should an officer fail to pass the required standards on the third attempt, the officer will not be allowed to test again until the following year.

Officers successfully passing all three (3) sections of the annual physical fitness test will receive an incentive bonus of three hundred dollars (\$300) in July following the physical fitness test or no more than thirty (30) days after an Officer passes a second or third attempt. No stipend will be awarded for failed or partially failed physical fitness tests.

Should an Officer be suffering from a temporary disability due to injury or accident on or off the job, the physical fitness test may be postponed for that officer for a reasonable length of time not to exceed six (6) months from the date of the scheduled initial test, at the request of the Officer. If the Officer does not pass the testing due to injury on or off the job within the calendar year, the Officer will not receive the incentive bonus for that year, regardless of how many attempts the Officer has made to pass the test.

Section 7. Fitness Reimbursement.

The Town will reimburse Employees up to \$400 per year per fiscal year, per employee for out-of-pocket expenditures that promote health, wellness, and fitness. Reimbursable items include the purchase of a health club membership or durable fitness equipment, as well as yoga martial arts, or other fitness classes, consultations, or services provided by a licensed wellness professional, including nutrition, acupuncture, massage, weight loss, tobacco cessation, etc. Clothing and food are ineligible for reimbursement. Other programs not enumerated here may also be allowed with prior permission from the Town Manager.

The Town will also provide Employees with an annual Kittery Community Center Membership.

Section 8.

The Town will provide Employees with an annual Fort Foster Season Pass.

ARTICLE 12 - PROBATIONARY PERIOD

All appointees to the rank of Sergeant serve a one-year probationary period and all new Sergeants work under the provisions of this Agreement within which time they may be sent back to the Patrol Division without any loss of seniority.

ARTICLE 13 - RETIREMENT

Section 1. All Supervisors who were Department Employees on or before June 30, 1987 or after July 1, 2007 are entitled to Maine Public Employees Retirement System benefits in accordance with 5 MRSA 18453 § 2 of one-half (1/2) average final compensation, after having completed twenty (20) years of police service, regardless of age.

Section 2. All Supervisors hired (as new Department employees) between July 1, 1987 and July 1, 2007 shall convert their current Maine Public Employees Retirement System benefits plan to the Maine Public Employees Retirement System benefits in accordance with 5 MRSA 18453 § 2 of one-half (1/2) average final compensation, after having completed twenty (20) years of police service, regardless of age.

Section 3. Police Supervisors covered by either of the above retirement plans (Section 1 or Section 2) are entitled to an additional retirement benefit of two (2%) percent of average final compensation for each year of membership service in the qualifying employment (police service) served after completion of the service conditions under 5 MRSA 18453 § 11 and after the effective date of the action by the Town of Kittery accepting this additional benefit.

Section 4. Any employee with time rendered to another employer contributing to the Maine Public Employees Retirement System, may have his/her service to the other employer credited to the Town of Kittery Police Retirement Plan, provided that such time rendered to another employer qualifies under 5 MRSA 18459.

(Prior time rendered to another employer must have been under a retirement plan that was substantially similar or equal in order for this interchangeability to occur.)

Section 5. Employees actively participating in MainePERS may participate in, on a voluntary basis, the ICMA Retirement Plan as provided in the Kittery Administrative Code, Chapter 2.20.160.L 1 & 2. There is no employer match for voluntary participation in the ICMA Retirement Plan.

Section 6. Effective July 1, 2001, the Town agreed to expand the coverage of the ICMA-RC 457 plan currently in effect. This plan is available for current employees who are not enrolled in the Maine Public Employees Retirement System and any newly hired employee who wishes to enroll in the ICMA plan instead of the MainePERS plan. The Town will match the employee 's contribution into the 457 plan, up to a maximum Town contribution of six percent (6%). The Town will make a contribution to either MainePERS or the ICMA plan, but not both.

ARTICLE 14 - UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Local Union as they see fit. Neither party may exert any pressure on, or discriminate against any employee in regard to such matter. Thirty (30) days after the date of hire or effective date of this agreement, whichever is later, employees shall elect to join or not join the Union.

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement.

If an employee chooses not to join the Union, the employee may elect to pay 80% of

their current dues for representation purposes. If an employee does not elect either membership or the 80% fee for representation, and desires representation, the employee shall pay the Union directly for the costs of representation.

ARTICLE 15 - CHECK-OFF

Section 1. The Town shall deduct regular monthly dues and fees (of regular monthly on a weekly basis) upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Union as to the amount for dues or fees. The Town shall forward all such dues and fees collected to the Secretary-Treasurer of the Union by the 10th of the following month in which deductions were made.

Section 2. The Union shall indemnify and save the Town harmless from any liability that may arise out of the Town's reliance upon any payroll deduction authorization cards presented to the Town by the Union. Such indemnification applies to damages that are sustained as a result of procedural errors or due to reason of mistake of fact that was in the control of or the responsibility of the Union.

ARTICLE 16 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

The parties hereto recognize and agree that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, and supervise the operations and personnel of the Police Department are vested in the Employer, in a full and unrestricted manner, as provided by the laws of the State of Maine and the Town of Kittery.

ARTICLE 17 - MAINTENANCE OF STANDARDS

Section 1. (Protection of Conditions) The Employer agrees that all conditions of employment relating to wages, hours or work, overtime differentials and general working conditions will be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment will be improved wherever specific provisions for improvements are made elsewhere in this Agreement. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement, unless specifically agreed to by both parties.

Section 2. (Extra Contract Agreements) The Employer agrees not to enter into any agreement or contract with the employees of this unit, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 3. (Workweek Reduction) It is understood and agreed that, should it subsequently be determined that any employee comes under the provisions of the Fair Labor Standards Act or any similar legislation, then as to such employees, any provisions of this Agreement that do not comply with the requirements of said statutes are to be changed so

that there is no violation of the statutes. If such changes result in substantial penalties to either the employees or the Employer, a written notice shall be sent by either party requesting negotiations to change such provisions or provision as are affected. Thereafter, the Union and the Employer shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution.

Section 4. Any changes or additions to the Standard Operating Procedures that have an effect on wages, hours, or working conditions, must be mutually agreed upon by the Town and the Union. Examples of Standard Operating Procedures that fall under this provision include evaluations, promotions, and utilization of body cameras.

ARTICLE 18 - SUPERVISORY OR RESERVE OFFICER PERSONNEL

Scheduled on-duty Supervisory and/or Specialist personnel will not arbitrarily be forced to fill vacant patrol shifts unless an exigency exists.

ARTICLE 19 - UNION ACTIVITIES

Any employee member of the Union acting in any official capacity whatsoever may not be discriminated against for his or her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business nor will there be any discrimination against any employee because of Union membership activities.

ARTICLE 20 - ACCESS TO PREMISES

Authorized agents of the Union have access to the Employer's establishment during working hours for the purpose of adjusting disputes, and investigating working conditions, provided, however, there is no interruption of the working schedule. Prior notification of the visit will be given to the Department Head.

ARTICLE 21 - STEWARDS

Section 1. The Town recognizes the right of the Union to designate a Steward or an Alternate. The authority of the Steward or Alternate so designated by the Union is limited to, and may not exceed, the following duties and activities: the investigation and presentation of a grievance in accordance with the provisions of the collective bargaining Agreement.

Section 2. The Steward and the Alternate have no authority to take strike action or any other action interrupting the Town's business. The Employer recognizes these limitations upon the authority of the Steward or Alternate and shall not hold the Union liable for any unauthorized acts, unless it is justifiably proven that the Union instigated, encouraged, or failed to diligently notify its members of the illegality and to counsel its members against the undertaking of said unauthorized acts.

Section 3. The Steward is permitted to investigate and present grievances in an orderly and efficient manner on or off the property of the Employer without loss of time or

pay. Every effort will be made to schedule mediation, fact-finding, investigations and/or negotiations during the Union Steward's regularly scheduled hours.

ARTICLE 22 - IDENTIFICATION FEES

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employee. The cost of such personal identification is borne by the Employer.

ARTICLE 23 - SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its supplements are not affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for said article or section.

ARTICLE 24 - NON-DISCRIMINATION

It is the policy of the Town not to discriminate against any applicant or employee because of race, religion, color, age, sex, sexual orientation, national origin, ancestry, genetic information or physical or mental disability in the selection, placement, compensation, training and advancement of employees. The Town Manager is the designated person responsible for the enforcement of this non-discrimination policy.

ARTICLE 25 - HOLIDAYS

The following holidays are paid holidays for all employees covered by this Agreement:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Patriot's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day

10. Veteran's Day
11. Thanksgiving Day
12. Day After Thanksgiving
13. Christmas Day

Should any employee of the Town receive holiday pay for any days or portion of a day, in addition to the twelve (12) days prescribed, then the additional holiday pay will apply to all employees. The above language does not apply to bonafide additional holidays agreed to in other collective bargaining agreements, but rather when the Town grants additional special paid holiday time off in addition to those found in various contracts with other Town employees.

This requirement does not apply if the Employer mistakenly makes said overpayment and corrects/adjusts said overpayment in a reasonable period of time.

If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged with a vacation day for the observed holiday; an extra day may be added for the vacation.

ARTICLE 26 - HOLIDAY PAY

In the event an employee is scheduled for and works any recognized legal holiday as listed in the contract, he/she receives his/her regular holiday pay based upon the normal work day ~~of ten (10) hours~~ at his/her normal, straight-time rate of pay, plus overtime, at the rate of one and one-half (1 1/2) times his/her normal straight-time rate of pay. Any employee not working the recognized legal holiday receives normal straight-time rate of pay for said day based upon the normal working day ~~of ten (10) hours~~, provided the employee is on paid status the day preceding and following said holiday.

An employee may elect to take another day off with pay in lieu of receiving additional holiday pay, at a mutually agreed time, provided that the Employer may impose reasonable limitations upon any such election arising out of manpower and work load requirements of the Town and the availability of qualified replacement personnel.

For employees hired on or after July 1, 2017, payment for holidays will be issued following the close of the pay period in which the holiday hours are earned.

ARTICLE 27 – PERSONAL DAYS

Employees are entitled to 2 personal days each calendar year. Personal Days may be used for any purpose, but must be used before the end of the calendar year. If, for unforeseen or unavoidable reasons, the personal days are not able to be used in the calendar year, the

Town Manager may approve personal day balances to be carried over to the next calendar year.

The scheduling of a Personal Day cannot be denied; unless it would result in an order-in for the Fourth of July, Thanksgiving, Christmas, and New Year's Day.

ARTICLE 28 - COURT TIME

Any employee covered by this Agreement who is required to attend court outside his/her regular work shift receives a minimum of four (4) hours of pay for such appearance at District Court and four (4) hours of pay for such appearance at court outside the Town of Kittery at one and one-half (1 1/2) his/her applicable hourly rate of pay for each such attendance. No court time is allowed to any such employee who has not checked with the Dispatcher, Court Officer or the posted court trial list between the hours of 9:00 a.m. and 10:00 a.m. (0900-1000 hours) on a scheduled court date to find out if his/her presence will be required.

If the employee is required to remain in attendance at such court for more than the minimum call-in time, he/she is paid at time and one-half (1 1/2) his/her applicable hourly rate of pay for all hours of that attendance.

If such court attendance occurs during an employee's vacation, the minimum is four (4) hours; provided, however, that any and all fees, compensation or allowances to which any employee is or would be entitled for such court appearance as provided for by Statute or Court Order, is turned over to and paid to the Town and not retained by the employee.

ARTICLE 29 - INSURANCE

Section 1. The Town shall contribute to the Allegiant Care ("Allegiant") eighty-five (85%) percent of the total premium for family, two person or single coverage per month, payable at the office of Allegiant monthly on the tenth day of the month prior to the month in which due. The employees shall contribute the remaining fifteen (15%) percent each month through weekly payroll deductions. The above listed Town contribution represents the Town's maximum percentage payment. The Town is responsible for remitting the employer and employee shares of the premium on a monthly basis to the Trust.

For employees hired on or after July 1, 2015, the Town shall contribute to the Allegiant eighty (80%) percent of the total premium for family, two person or single coverage per month, payable at the office of Allegiant monthly on the tenth day of the month prior to the month in which due. The employees shall contribute the remaining twenty (20%) percent each month through weekly payroll deductions. The above listed Town contribution represents the Town's maximum percentage payment. The Town is responsible for remitting the employer and employee shares of the premium on a monthly basis to the Trust.

The liability of the Town will not exceed the above amounts together with any and all delinquency and interest charges.

The Town agrees that its Agreement hereunder constitutes an obligation for the sums herein provided directly to Allegiant, and further that the Town will be bound by the terms and provisions of the Trust Indenture of Allegiant and any and all amendments thereto, as well as applicable rules and regulations from time to time promulgated by the Trustees thereto.

The Town is not responsible for the administration of the Plan and is held harmless for any claims made against Allegiant.

Section 2. The Town will provide comparable disability, life and accidental death and dismemberment insurance, as was in place during the last contract period for all employees covered by this Agreement at no cost to the employee.

Section 3. Employees who are covered by this Agreement and who are injured on duty (or off duty while performing a police function) shall be provided Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share plus the employee's share of Maine Public Employees Retirement and all health, disability and dental insurance for as long as the employee remains out of work due to the injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS, health, disability and dental insurance is prorated. Employees may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wages in order to make themselves whole. This includes any waiting period that may exist under the workers' compensation statute.

Section 4. Both parties recognize that the Employer bears a considerable cost for the provision of adequate fleet, property and liability insurance coverage and that all employees have an obligation to treat the Department's equipment with respect and to use/operate it safely.

It is understood and agreed that an employee may be required to reimburse all or part of the damage or repair costs, up to \$100.00, either by monetary payment or by an equivalent deduction from accrued vacation leave. Any reimbursement is conditional upon the gross negligence of the employee involved, as determined by the Safety Committee, the Police Chief, and the Town Manager for the following offenses:

- A. Accidents involving Town-owned vehicles.
- B. Careless operation of Town vehicles.
- C. Careless use of and/or damage to Town equipment, materials, or property that may necessitate the repairing thereof.
- D. Property damage, either public or private.

In all individual situations listed above, the Town Manager shall make the final decision with regard to the Town's position on reimbursement.

Section 5. Nothing in this contract prohibits the Police Chief from requiring a member of this unit to submit to a physical or psychological exam (including drug and alcohol testing) if there is sufficient evidence that an employee is not mentally or physically fit to perform his/her duties. This language does not apply to bonafide workers' compensation cases, as they are handled by separate statutes.

It is agreed that the request for above examinations may be done only by the Police Chief, and examinations performed by specialists in the various fields of examination. Information provided by the doctor is confidential in nature and not provided to other members of the department, or other town employees. The cost for exams is paid for by the Town.

If the employee does not agree with the outcome of said examination, the employee may, at his/her expense, obtain a second opinion. If indeed the two examinations conflict, the two doctors shall mutually agree upon a third, who in turn shall render the final decision. The cost for the third doctor is split between the employee and the Town.

Section 6. The Town agrees to provide the employees with the opportunity to participate in a Flexible Spending Account (FSA) under Section 125 of the IRS rules, which will include the employee- paid portion of the qualified insurance programs. The Town will contract with a professional firm to provide the administration for the FSA. Employees may choose to enroll in the debit card program; however, employees will be responsible for the debit card' s annual fee.

Section 7. Any member who retires after July 1, 2007 the Town will pay the monthly health insurance premium for the single person level of coverage for any unit member who retires from the Town of Kittery having worked for the Town of Kittery for a minimum of fifteen (15) years and having met the years of service requirement contained in the MainePERS policy currently in effect for that particular employee. Should the retiree choose to elevate the health insurance coverage level to a two-person coverage plan or family coverage plan, the retiree will be responsible for any additional premiums owed to the insurance provider. The additional payments are made to the Town on a monthly basis. The Town will forward all required payments to the insurance carrier on behalf of the retiree. Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be converted to the Medex 2 supplement plan through Allegiant or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2 supplement plan Allegiant, or a comparable plan. The retiree 30% payments shall be made to the Town on a monthly basis.

In the event that it becomes necessary to change insurance providers, the Town will ensure that there is no lapse of coverage of the retiree, and that the new coverage level will be comparable to the existing level of coverage. Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be converted to a Medicare companion plan. Any additional premiums required for spousal conversion to a companion plan are the responsibility of the retiree. The fifteen-year minimum service requirement applies only to any employee hired after May 1, 2004.

ARTICLE 30 – ON THE JOB INJURY

The Town agrees to provide Workers' Compensation coverage to its employees, said coverage to cover eligible on-the-job or off duty (while performing police functions) injuries and illnesses in accordance with the provisions contained in the State's Workers' Compensation Statute, provided that said injuries and illnesses arise from the performance of duties and responsibilities directly related to police functions.

ARTICLE 31 – SOCIAL SECURITY

The Town agrees to pay its required Social Security premiums in accordance with provisions of the Agreement between State Agency and Political Subdivisions of the State of Maine for the purpose of extending Social Security benefits to the employees of such Political Subdivision and its subsequent amendments which Agreement was entered into between the Maine State Retirement System and the Town in 1952.

ARTICLE 32 - BULLETIN BOARDS

The Town agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 33 - SEPARATION OF EMPLOYMENT

Upon separation of employment and prior to retirement the Employer shall pay the employee full face value of all accrued vacation, holiday, personal days, and compensation time on the pay day in the week following such separation.

ARTICLE 34 - RESERVE SERVICE LEAVE

Section 1. Leaves of absence are granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their training obligations and/or responding to any civil disorder. Written notification for leaves of absence for such purposes must be made to the Police Chief as soon as possible after the employee's receipt of orders.

Section 2. If an employee is granted a leave of absence for the purposes herein set forth and if his/her daily rate of compensation for such government service, less deductions for FICA, State and Federal taxes, and insurance and retirement coverage, if applicable, is less than the rate that he/she would have earned had he/she been providing services to the Employer less deductions for FICA, State and Federal taxes, and insurance and retirement coverage, then the Town shall pay the employee the difference between the pay rates.

Section 3. The employee utilizing reserve leave shall furnish the Town with an official statement of reserve service pay received and reserve service time served.

Section 4. For the purposes of this section, the phrase "daily rate of compensation" is defined as the employee's normal, daily, straight-time rate of pay, and does not include overtime or call-in time.

ARTICLE 35 - MILITARY LEAVE

The Town agrees to provide all benefits as required by the Selective Service and Training Act and any other applicable laws then in effect.

ARTICLE 36 - LEAVE WITHOUT PAY

An administrative or special leave may be granted to an employee, when approved by the Town Manager, for the purpose of settling the estate of a member of the immediate family, for educational purposes when such education will foster the systematic improvement of the knowledge and/or skills required in the performance of his/her work, for illness or injury when such leave extends beyond the employee's earned sick leave days and for other reasons that may be beneficial to the employee and to the Town.

All such leaves are without pay, do not disrupt the normal operation of the Department, and are specific as to their duration, with sixty (60) days being the maximum duration.

The employee is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the Town Manager prior to its expiration. Failure on the employee's part to return to work upon the expiration of an approved leave, without having made prior arrangements for an extension of said leave, is deemed a resignation from Town Employment.

Leaves of absence are to be requested in writing by the employee and approved by the Town Manager on such terms and conditions as are agreeable to the parties.

ARTICLE 37 - BEREAVEMENT LEAVE

An employee may be excused from work for up to five (5) days because of death in his/her immediate family as defined below, and is paid his/her or her regular base rate of pay for the scheduled hours missed. ~~Not more than ten (10) hours per day may be paid under this Article.~~ It is intended that this time be used for the purpose of handling necessary arrangements and attendance at the funeral.

Immediate family means, spouse, domestic partner, parents, step- parents, children, step-children, brother, sister, grandmother, grandfather, mother-in-law and father-in-law.

Up to three (3) days of leave may be granted for the death of other relatives upon approval of the Police Chief.

ARTICLE 38 - SICK LEAVE

Section 1.

- A. Sick leave is accumulated at the rate of one day per month to a maximum of one hundred and fifty (150) days; said accumulation could be applied to Retirement, as is permitted by the Maine Public Employees Retirement System. The remaining days will be given as early retirement. At the end of the year (December 31) all sick leave over one hundred and fifty (150) days will be given back and the Town will pay fifty (50%) percent of the face value at the person's normal rate of pay for the days that were given back. For employees hired after July 1, 2015, there will be no sick leave buy back.
- B. Employees who retire or resign from the Town and who have accrued vacation and sick leave time to their credit at the time of retirement or resignation are paid the wages equivalent to the accrued vacation and sick leave. Employees will be eligible for wages paid for accrued sick leave upon resignation and retirement in good standing only. "In good standing" means that the employee's resignation or retirement is not forced by pending criminal charges or does not occur after a notice of discharge has been issued. Nothing in this article prevents the parties from negotiating such sick leave payments as part of the terms of a constructive discharge.

Section 2. In order to qualify for sick leave payments, the employee should notify the Police Chief or his/her designated representative not later than two (2) hours before his/her normal starting time on the first day of absence, unless the circumstances surrounding the absence make such notification impossible, in which case said notification must be made as soon thereafter as possible. In addition to the above, an employee, if he/she is absent two or more consecutive days must notify the Department at least two (2) hours prior to the beginning of the shift on which he/she intends to return.

Section 3. Qualified employees are eligible for paid sick leave from and to the extent of their unused, accumulated, paid sick leave credits in the following situations:

- A. When it is established to the Employer's satisfaction that the employee is incapacitated and cannot safely perform his/her duties due to sickness, pregnancy or injury.
- B. When it is established that, due to exposure to contagious disease, the health of others would be affected by attendance at work. A physician's statement recommending absence from work is required.
- C. When it is established that an illness exists in the immediate family of the employee, and then for such periods as the attendance of the employee is necessary. The term "immediate family" is defined as spouse, children, parents and other relatives living in the employee's household.
- D. Employees will be allowed to utilize up to ~~forty (40)~~36 hours of sick time to care for their spouse, parents or children who are not domiciled with the

employee.

Section 4. If the employee is absent for more than three (3) consecutive days, or in the case of a demonstrative pattern of suspected abuse, the Employer may require medical proof for said sick leave, in which case the involved employee is required to provide a written statement from a medical doctor certifying the necessity for said absence. At the request of the Employer, an employee, before returning to work, must submit a written statement from his/her physician that certifies the employee's ability to return to work and to perform the required functions of his/her job. Should the Employer require a medical statement, the Employer shall pay the portion of the cost for the visit which is not covered by medical insurance.

Section 5. Whenever sick leave payments are made under this Article, the amount of such payments/hours is deducted from the Employee's unused accumulated sick leave.

Section 6. In the event an employee is temporarily disabled to the extent that he/she is unable to perform all the duties and functions normally required of him, the Police Chief, in his/her judgment, may approve his/her return to work on a limited duty basis. It is understood and agreed that the Police Chief has the sole and complete discretion and authority to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

Section 7. Falsification of evidence to substantiate sick leave is cause for disciplinary action.

Section 8. In the event of the death of any employee, the Town shall pay the employee one hundred percent (100%) of the employee's accumulated sick leave. For Supervisors hired after July 1, 2015, there will be no sick leave buy out.

ARTICLE 39 - VACATIONS

Section 1. The vacation calendar for all Town employees is from January 1st to December 31st. A maximum of ~~ten (10) days~~ 72 hours may be saved, or, beginning January 1, 2016, cashed out from one year to the next.

Section 2. Entitlement to vacations under this article will be determined as of the Officer's anniversary date of each year.

- A. Employees will receive ~~forty (40)~~ 36 hours of vacation upon completion of six (6) months of continuous service, and an additional forty ~~(40)~~ 36 hours of vacation upon completion of one (1) year of continuous service.
- B. Employees ~~hired before July 1, 2017~~ who have completed more than one (1) year of currently continuous service, but less than five (5) years will receive ~~ten (10) days of annual vacation leave. Employees hired on or after July 1, 2017 will receive eighty (80)~~ 72 hours of annual vacation leave.

- C. Employees ~~hired before July 1, 2017~~ who have completed five (5) years of currently continuous service, but less than ten (10) years will receive ~~fifteen (15) days of annual vacation leave. Employees hired on or after July 1, 2017 will receive one hundred twenty (120)~~ 108 hours of annual vacation leave.
- D. Employees ~~hired before July 1, 2017~~ who have completed ten (10) years of currently continuous service, but less than twenty (20) years will receive ~~twenty (20) days of annual vacation leave. Employees hired on or after July 1, 2017 will receive one hundred sixty (160)~~ 144 hours of annual vacation leave.
- E. Employees ~~hired before July 1, 2017~~ who have completed twenty (20) years of currently continuous service will receive ~~twenty five (25) days of annual vacation leave. Employees hired on or after July 1, 2017 will receive two hundred (200)~~ 180 hours of annual vacation leave.

Section 3. In the event that an employee covered hereby dies during the term of this Agreement, the accrued vacation credits, if any, is paid in the wages equivalent to the employee.

Section 4. In the event of dismissal of an employee for cause or if an employee voluntarily leaves, or retires his/her employment, said employee is entitled to vacation pay for all unused vacation earned.

Section 5.

- A. A day of vacation pay as provided for in Sections A, B, C, D, and E equals ~~ten (10) hours~~ the number of hours a day normally scheduled for a regular shift (e.g. 12 hours if the Employee is regularly scheduled for three 12 hour shifts a week) ~~of pay~~ at the employee's straight time rate of pay at the time the employee takes his/her vacation.
- B. The Employer shall determine the number of employees who can be assigned for vacation purposes at any one time, provided, however, that any such determination is based upon the anticipated manpower and work load requirements of the Town.
- C. A seniority list will be posted not later than November 15th of each calendar year, and all employees shall indicate, prior to December 15th of that calendar year, the dates on/during which they desire to take their eligible vacation leave for the upcoming calendar year. In the event that two or more employees desire the same vacation dates and it is determined by the Police Chief that both employees cannot be assigned for vacation purposes at the same time, the employee having the least amount of seniority selects alternate dates for his/her vacation. A final

vacation list indicating those dates agreed upon shall be prepared by the Police Chief and posted no later than January 1st of the new calendar year.

- D. In the event an employee does not select a vacation period prior to December 15th, he/she shall make written request to the Police Chief before the 15th of the month preceding the month of the requested vacation dates.
- E. If an employee, due to required court appearances or other emergency situations, is unable to take his/her vacation during the assigned period, the Police Chief shall make every effort to reschedule a vacation period, convenient and agreeable to the employee and the Police Chief, in the calendar year in which the employee's vacation period was assigned.

ARTICLE 40 - CALL BACK TIME

An employee called back to work receives a minimum of four (4) hours pay at one and one-half (1 1/2) times the normal rate of pay for the work for which they are called back. In the event that the employee called back works in excess of four (4) hours, said hours will be paid at one and one-half (1 1/2) times the normal rate.

ARTICLE 41 - EMPLOYEE RIGHTS

To ensure that any internal investigation of any 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. As much as possible, the interrogation will be conducted in a reasonable time, taking into consideration the working hours of the employee and the employer, and the legitimate interest of the department. The official conducting the investigation 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. Unless circumstances require anonymity, the complainant will be identified. If it is known that the employee being interrogated is a witness only, he/she will be so informed.
- B. The interrogation is conducted with the maximum amount of confidentiality possible.
- C. The interrogation of an employee suspected of violating departmental rules and regulations is limited to questions which are directly related to the employee's involvement in the alleged violation.
- D. The interrogation may not be conducted by more than two (2) interrogators at any one time.

- E. If an employee is under arrest, or is likely to be, that is, if the employee is a suspect, or the target of a criminal investigation, the employee will be afforded all rights under such circumstances as any other person.
- F. Any employee being investigated for criminal offenses may have an attorney present at any time during the interrogation. The employee will be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney and/or the Union.
- G. If an employee under investigation is requested to submit to a polygraph examination, the employee will be advised of the questions to be asked prior to the administration of test. No employee may be forced to submit to a polygraph examination against his/her wishes by fear of penalty.
- H. Any and all investigations must be conducted without unreasonable delay, and the employees advised of the final outcome of the investigation within twenty (20) working days of the initiation of the investigation. If for any reason the investigation cannot be concluded within the time limit, the employee being investigated will be given an explanation of the delay and be advised of the outcome as soon as the investigation is completed.
- I. If results of an investigation against an employee prove that the charges are unfounded, it will be so noted in the final report of the investigation.
- J. The results of a polygraph examination are part of the report of the investigation, and may be used by the Police Chief at any and all hearings relating to the matter being investigated.
- K. An employee has the right to a private or a public hearing, if he/she so desires.
- L. Any employee suspended for investigative reasons receives his/her regular weekly base pay.

If a member of the Department is being questioned for the purpose of being a witness only, he/she is to be so informed before the questioning commences. If the investigation implicates a member of the Department who has been questioned as a witness, he/she is to be informed of the change in the nature of the investigation before questioning commences on another occasion. It is understood and agreed, however, that the informing of a member of the Department that he/she is being questioned as a witness only in no way provides immunity for such employee from disciplinary action that may be taken as a result of information disclosed during the course of the questioning or investigation.

ARTICLE 42 - COMPLAINTS AGAINST SUPERVISORS

If an investigation is initiated by information from a citizen, a fellow Supervisor or by

the Police Chief, the Chief shall inform the Supervisor being investigated, the Union Steward and the union business agent within five (5) calendar days of receipt of the information that generated the complaint. No investigation will begin without the approval of the Police Chief.

When a citizen makes a complaint about the actions or conduct of a Supervisor, the following process will follow: A citizen will inform the Chief that he/she is making a complaint about a Supervisor. An attempt will be made to solve the problem at this level. Should the problem still exist, where the citizen chooses to make his/her complaint a formal complaint, he/she will notify the Police Chief. If a complaint is verbal, then the Supervisor's report/reply may also be verbal. If it is a formal complaint, other than one requested by the Town Manager or Police Chief, then the Supervisor need not make a formal written report/reply until after he/she has had an opportunity to see and review the formal complaint and the reason for the investigation.

The first steps in making a complaint to the Chief about a Supervisor will be strictly followed to protect the rights of the Supervisor.

Prior to an interview regarding an internal complaint, the Police Supervisor will be provided with a copy of all complaints and accusations made, including written statements.

The Town will make any and all effort to acquire a sworn statement, as is best investigatory practice, and advise the citizen of the consequences of making a false sworn statement.

The citizen who makes the complaint will have to write or type his/her own statement. A copy of the statement will be given to the Supervisor at the first opportunity after it is received from the complainant. When the citizen making the complaint meets with the Police Chief, the Police Chief will have the written complaint on his/her desk to refer to. The Chief will decide what actions will be taken after the meeting with the complainant and after reviewing his/her statement. Should the Police Chief decide to investigate the complaint or designate an investigator, the Supervisor will be notified immediately in writing from the Chief that the Supervisor is under investigation and who the investigator is and the reason.

As the result of any investigation into the conduct or actions of a Supervisor, a copy of the investigative report will be given to the Supervisor when the investigation is suspended, completed or complaint withdrawn by complainant. The investigation will be completed within thirty (30) calendar days. The Police Chief will provide the Union Steward and the Supervisor with an update on the status of the internal investigation within fifteen (15) calendar days after the internal investigation has begun. If the Police Chief wishes to extend the investigation beyond thirty (30) calendar days with reasonable cause, he/she shall only do so if the Union Steward agrees.

The Supervisor may take any appropriate steps or actions regarding the complaint made. The Supervisor has the right to exercise his/her constitutional rights regarding the investigation. Should the Supervisor be suspended from duty pending an investigation, the Supervisor will be suspended with full base pay and benefits pending the outcome of the

investigation.

As the result of any investigation into the conduct or actions of a Police Supervisor, a copy of the investigative report will be given to the Police Supervisor when the investigation is suspended, completed or complaint withdrawn by complainant.

All juveniles who make complaints against Supervisors will be in the presence of their parent or legal guardian when making a complaint.

The Police Chief will advise the Supervisor whether it is a criminal or inter-departmental investigation. If it is a criminal investigation, the notice requirements and investigative time frames noted above do not apply.

ARTICLE 43 - AMMUNITION FOR ARMS QUALIFICATION

Officers will qualify in the use of the standard issue weapon, or departmentally prescribed weapon as required by the Maine Criminal Justice Academy. The Town will supply 1,000 rounds of either pistol or rifle ammunition per year for qualification purposes. Officers may use up to 100 additional rounds of unused ammunition from other Officers' ammunition allowance. The Town will reimburse Police Officers up to \$125 per year for membership in a shooting range of their choosing.

ARTICLE 44 - TRAINING

Section 1. Expenses for out-of-town training required by the Employer, are reimbursed to the employee at actual costs, plus the current mileage reimbursement rate established by the IRS for transportation, unless the employer provides transportation. Mutually agreeable schedule changes may be made to accommodate training.

Section 2. When approved in-service training is scheduled at a time other than during an employee's regular shift, such employee will be compensated for the time necessarily spent at his/her applicable rate of pay and including travel time to or from the designated location of said training, either after a regularly scheduled shift or on days that the employee is not scheduled for work.

Section 3. Employees will not receive additional payments for extra time spent at approved training schools, seminars and courses.

Section 4. Any employee who fails to meet any licensing or certification requirements, standards, or other requirements of the State of Maine necessary to meet the normal requirements of his/her job will be placed on a leave of absence without pay, benefits, or seniority for a period not to exceed one (1) year, at which time the employee is terminated if said requirement(s) is not met.

ARTICLE 45 - EDUCATION

In year two (2) of this Agreement, the Town will reimburse up to four (4) employees

annually (fiscal year) for up to \$750.00 per employee of the cost of tuition towards professional study at an accredited college or university subject to the following provisions:

- The employee must notify in writing the Police Chief and the Town Manager by March 15 of each year concerning anticipated course work or training.
- The coursework or training must be job-related (to be determined by the Police Chief)
- The employee must have attained a grade of " B-" or better to be eligible for reimbursement
- Proof of tuition payment by the employee must be provided prior to reimbursement

As long as there are no other employees interested in the Education tuition for that year, the same employee may request up to a total of \$3,000.00 in reimbursement.

ARTICLE 46 - PERSONNEL FILES

Section 1. Any employee has the right, upon request, to review the contents of his/her personnel file, in the presence of the Police Chief or his/her designee, at any reasonable time. Any employee has the additional right to receive copies of materials placed in his/her personnel file.

The Human Resources Manager shall maintain a written record of the material(s) initially furnished to each employee, and subsequent copies of the same material will be furnished to each employee at his/her expense.

Section 2. No written warning notices/reprimands may be placed in an employee's personnel file until said employee has seen said warning notice/reprimands. The employee shall sign said warning notice/reprimand as an indication that he/she has seen and has read said document.

ARTICLE 47 - JOB DESCRIPTION

No Employee is required to perform duties outside of the job description.

ARTICLE 48 - PROMOTIONS

All promotions above the rank of Sergeant, with the exception of Police Chief will be made from within the Department Sergeant ranks, provided that there are qualified, in-house candidates available.

If for any reason an Officer above the rank of Sergeant with the exception of Police Chief is demoted or gives up his/her rank or the position is eliminated within their probationary period, he/she will go back to the Sergeant Ranks and be put on the seniority

list by date of promotion to Sergeant provided they were originally promoted from Sergeant Ranks.

ARTICLE 49 – ADMINISTRATIVE LEAVE

Officers placed on paid administrative leave will receive the average weekly wage for the fifty-two (52) weeks preceding the effective date of the administrative leave.

ARTICLE 50 - DAMAGE TO PERSONAL PROPERTY

The Town shall pay the reasonable cost of the repair or replacement of an Officer's acceptable personal items; equipment, clothing, etc., that are lost, damaged, or destroyed in the line of duty. A report of the incident and verification of the value of the property must be submitted for approval to the Police Chief.

ARTICLE 51 - DURATION OF AGREEMENT

Section 1. This Agreement is effective as of July 1, 2021 and it remains in full force and effect until June 30, 2024. It is automatically renewed from year to year thereafter unless either party notifies the other, in writing, at least one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations begin no later than sixty (60) days prior to the anniversary date. This Agreement remains in full force and effect during the period of negotiation and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which may not be before the anniversary date set forth in the preceding paragraph.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time to the termination or automatic renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2022 to be effective as of July 1, 2021.

Town of Kittery

Teamsters Local Union No. 340
Affiliated with the International
Brotherhood of Teamsters

AGREEMENT BETWEEN
TOWN OF KITTERY, MAINE

and
TEAMSTERS LOCAL UNION NO. 340

Affiliated with the International Brotherhood of Teamsters

for the

KITTERY POLICE DEPARTMENT DISPATCHERS

Effective: July 1, 2021
Expiration: June 30, 2024

[AMENDED: January 1, 2023](#)

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This Agreement is entered into between the TOWN OF KITTERY, MAINE, hereinafter referred to as the "TOWN" or "EMPLOYER" and TEAMSTERS LOCAL UNION NO. 340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, Chapter 9-A MRSA 961 through 974, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the Dispatcher and Lead Dispatcher positions, for the purpose of negotiating salaries, hours and other conditions of employment for all eligible employees within the bargaining unit, as provided in accordance with the Municipal Public Employee Labor Relations Act.

ARTICLE 3 - HOURS OF WORK

The basic work week for the five Dispatchers covered under this contract is ~~forty (40)~~ 36 hours within a one-hundred and sixty-eight (168) hour period.

The work schedule for the four Dispatchers consists of ~~four (4)~~ 3 consecutive ~~ten (10)~~ 12 hour days with ~~three (3)~~ 4 consecutive days off within a one-hundred and sixty-eight (168) hour period on a three (3) month rotating schedule. ~~There will be four (4) shifts as follows:~~

~~Day shifts: 7 AM to 5 PM; 11 AM to 9 PM~~

~~Evening shifts: 2 PM to 12 AM; 3 PM to 1 AM; 4 PM to 2 AM~~

~~Midnight shifts: 9 PM to 7 AM~~

Shifts may not be altered by management without two-week notice to the employee affected.

~~There is to be no deviation from the four (4) consecutive ten (10) hour days unless a vacancy occurs and the Police Chief is unable to find a voluntary, eligible replacement from the off duty call out list. An eligible employee in this instance means one who is not scheduled to work during any of the hours to be replaced.~~

The decision as to whether or not a replacement is to be made on a scheduled shift is a decision of the Police Chief. If a decision is made to fill a vacancy, the dispatchers will have first preference of all dispatching work over all other employees.

Dispatchers will pick shifts by seniority. These shifts will be for three (3) months and can only be changed when two parties agree on a swap of their shifts and with the approval of the

Police Chief. The changing of shifts will always occur on the first Sunday of the month and except for the shifts being three (3) month duration, the scheduling process will be the same as the patrolmen.

Nothing in this section or any other Article or Section of this contract prohibits management from having one floating shift (four consecutive ten hours day) that will be used to fill in where additional manpower is needed as determined by the Police Chief or his/her designee. This floating shift shall comply with all provisions of Article 3, except on the week of the change, and will be bid as any other shift.

Paid status consists of regular work, sick leave, compensatory time, vacation time, and when suspended with pay.

The term "overtime compensation" is defined as time and one-half an employee's regular, hourly base rate of pay and is paid for all approved time necessarily spent on the job in excess of ~~forty (40)~~36 hours in any work week. Overtime can be converted to compensatory time at a rate of one and one-half (1 1/2) times rate of pay. There will be a compensatory time balance cap, such that no Dispatcher may carry more than eighty (80) hours from one calendar year to the next.

Burn Down Procedure: Any employee with a compensatory balance in excess of the compensatory balance cap of eighty (80) hours as of the signing of the 2017-2020 agreement will be ineligible to convert overtime to compensatory time until such compensatory balance is less than the balance cap. Additionally, beginning January 1, 2019, employees with a compensatory balance in excess of the balance cap will be required to burn down and/or buy out a combined total of eighty (80) hours of the excess compensatory balance each year until the balance is less than the balance cap. If the excess compensatory balance in a given year is less than eighty (80) hours, the employee will be required to cash in and/or use the total hours in excess of the balance cap in that year.

Excess compensatory time that is cashed in will be paid at the beginning of the fiscal year and may be deposited into a deferred compensation plan (457 Plan) administered by the Town or the Town's vendor, or be paid by separate check directly to the employee. The employee must identify the number of hours they intend to cash in and the method they wish to receive payment no later than March 1 of the calendar year, to allow the Town sufficient opportunity to budget for the cash out.

Dispatchers scheduled working hours will not be changed to avoid the payment of overtime.

When it is necessary for an employee to serve as a dispatcher witness in a court proceeding at a time other than his/her regular shift of duty, the Employer will pay such employee for all time spent in court on an overtime basis, provided that he/she was on paid status ~~forty (40)~~36 hours or more hours during that work week. No court time payment is allowed to any such employee, however, who has not checked with the Duty Dispatcher, Court Officer or posted court trial list between the hours of 9:00 A.M. and 10:00 A.M. (0900-1000 Hours) on a

scheduled court date to find out if his/her presence will be needed.

Any and all fees, compensations, or allowances to which any employee is or would be entitled for such court time/appearances as provided for by the statute or court order, will be turned over and paid to the Town and not retained by the employee.

When an employee is called in to perform work at a time other than that for which he/she had previously been scheduled, he/she receives not less than four (4) hours of straight-time pay for the work so performed, which counts towards the ~~forty (40)~~ 36 hour requirement for overtime pay. The four (4) hour minimum does not apply to employees who are held over after completing their regularly scheduled shift. Employees who are held over after completing their scheduled shift are paid for the actual amount of time worked, in one-quarter (1/4) hour increments, even if this actual time worked is less than four (4) hours.

Nothing in this article prohibits management from using other dispatch unit employees to fill in as a temporary assignment when a vacancy exists beyond two (2) weeks in duration.

ARTICLE 4 - CLOTHING ALLOWANCE

An annual clothing allowance in the amount of \$250 dollars per contract year will be credited to each employee in an account maintained by the Town for the purchase of uniforms.

The Town agrees that all Dispatchers covered by this Agreement be initially outfitted, at no cost to the employee, with a uniform specified by the Town. If there is money left over at the end of the fiscal year, the Dispatcher will be paid out the remainder in a separate check from the Dispatcher's weekly payroll check. The annual allowance will not be carried over in the following year.

ARTICLE 5- STRIKES AND LOCKOUTS

All disputes between the parties are to be settled in accordance with the grievance procedure set forth in this Agreement and there may be no strikes, slowdowns or cessation of work by the employees, or lockouts by the Employer during the term of this Agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute which may arise under the interpretation or application of this Agreement. Any grievance arising between the Town and the Union or an employee represented by the Union, is settled in the following manner:

Step 1. The aggrieved employee(s) must present the grievance to the Steward or the Alternate within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except a sixty (60) day time limit applies in case of violation of wage provisions (salary schedule and longevity) of this Agreement.

The Steward or Alternate shall take the grievance up with the Department Head or his/her designee within the same five (5) working days. If the Steward and Department Head have not resolved the grievance within five (5) working days after the meeting between the grievant, Steward and the Department Head, the Steward shall submit such grievance in writing to the Union Business Representative.

Step 2. The Business Representative shall then take the matter up with the Town Manager, or his/her designee within ten (10) working days after such meeting, fifteen (15) working days if economic issues are involved. The Town Manager shall render a decision of the grievance within the same time frame.

Step 3. If, at this point, the grievance has not been satisfactorily settled, either party hereto has the right, within five (5) working days after the Town Manager has issued his/her decision, to file a request with the Federal Mediation and Conciliation Service for arbitration of the grievance. The parties may elect to choose a mutually agreeable arbitrator. The Shop Steward shall notify the Town Manager within five (5) days of the decision to contact the Maine State Labor Relations Board or that the grievance has been withdrawn.

The decision of the Arbitrator is final and binding on the parties and the Arbitrator will 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 are borne equally by the Town and the Union. However, each party is 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 2. The time limit for the processing of the grievances may be extended by written consent of both parties.

The Arbitrator has no authority to add to, subtract from, change or modify any provisions of this Agreement, but is limited solely to the interpretation and application of the specific provisions contained herein. Nothing contained herein, however, may be construed to limit the authority of the Arbitrator, in his/her own judgment, to sustain, reverse, or modify any alleged unjust discharge that may reach this stage of the Grievance Procedure.

Any mutual agreement as to the disposition of a grievance at the first and second steps will be in writing and be signed by the Town and the grievant and/or the grievant's representative. One (1) copy is retained by the Town and one (1) copy by the Union.

ARTICLE 7 - DISCIPLINARY PROCEDURES

All suspensions, demotions and discharges will be for just cause (including but not limited to violations of any rules adopted as provided above) and written notice of the reasons for suspension, demotion or discharge will be stated in writing, to the employee affected, immediately upon suspension, demotion or discharge.

ARTICLE 8 - SENIORITY

Section 1. A seniority list will be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority for the purpose of this Agreement, means length of continuous service only, and is the controlling factor in all matters affecting layoff, recall, and vacation preference.

Section 2. In the event it becomes necessary for the Town to lay off employees for any reason, employees will be laid off in the inverse order of their seniority. All affected employees receive a two (2) calendar week advance notice of layoff and the Town will meet with the affected employees prior to the actual occurrence of layoff. Employees are to be recalled from layoff according to their seniority. No new employees will be hired until all employees on layoff status have been afforded recall notices.

For a period of two (2) years after layoff, employees are recalled from layoff according to seniority by certified mail, to the last known employee's address. It is the responsibility of laid off employees to furnish any change of address to the Employer for recall notices.

Section 3. The seniority list will be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Department bulletin board. Corrections to the seniority list will be made within thirty (30) days of such posting.

After such thirty (30) day period, the seniority list is deemed correct. An updated list is made each year on January 1. A copy of the list shall be sent to the Local Union No. 340 by the Steward.

Section 4. An employee's seniority terminates:

If he/she quits, retires or is justifiably discharged.

If, following a layoff, he/she fails or refuses to notify the Employer of his/her intention to return to work within seven (7) calendar days after a written notice of recall is sent by certified mail to his/her last address on record with the Employer; unless, however, the employee has previously informed the Police Chief or his/her designated representative in writing that he/she will be on vacation and will not be able to be reached at a specific location, in which case he/she is not subject to recall until he/she has notified the Police Chief or his/her designated representative of an address at which he/she can be reached (during such time, employees with less seniority may be recalled to work pursuant to Sections 2(a) and 2(b) of this article); or, having notified the Employer of his/her intent to return to work, fails to do so within thirty (30) calendar days after such notice is sent.

If he/she accepts full-time employment elsewhere while on a leave of absence, unless he/she has prior written approval for such employment from the Police Chief, or does not return to work immediately following the expiration of a leave of absence, unless in the latter case, he/she presents evidence satisfactory to the Town Manager that it was impossible for him to return to work at the expiration of said leave.

When he/she has been laid off for a continuous period of time in excess of twenty-four (24) consecutive months.

ARTICLE 9 - DISCHARGE OR SUSPENSION

Section 1. The Employer retains the right to discharge or suspend any employee for just cause. In all cases involving the discharge or suspension of any employee, the Town must immediately notify the employee in writing of his or her discharge or suspension and the reason therefor. Such notice must also be given to the Steward within forty-eight (48) hours from the effective date of the discharge or suspension.

Section 2. In respect to discharge or suspension, the Town shall give at least one (1) warning notice of the specific complaint against the employee in writing and a copy of the same to the Union and the Steward, except that no warning notice need be given to an employee before suspension or discharge if the cause of such suspension or discharge is dishonesty, drunkenness or drinking and/or the use of non-prescribed drugs while on duty, conduct unbecoming a dispatcher, or insubordination. The warning notice as herein provided does not remain in effect for a period of more than six (6) months from the date of the occurrence upon which the complaint and warning notice are based.

Section 3. Any employee discharged will be paid in full for all wages owed him/her by the Town, including earned vacation pay, if any, within five (5) working days from the date of the discharge.

Section 4. A discharged or suspended employee must advise the Town Manager and the Union in writing, within five (5) 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 will then be handled in accordance with the grievance procedure set forth in this Agreement, starting with Step 2.

Section 5. It is understood and agreed that when an employee files a grievance with respect to his or her disciplinary action (suspension or discharge) the act of filing such a grievance constitutes his or her authorization to the Town to reveal to the participants in the Grievance Procedure any and all information available to the Town concerning the alleged offense.

ARTICLE 10 - WAGES

On the first payroll period beginning on or after July 1, 2021, the following base hourly rate becomes effective and is adjusted annually as outlined in this Article.

July 1, 2021

	0-1 Years	1-2 Years	2-3 Years	3 or More Years
Dispatcher Hourly Rate	\$20.64	\$21.56	\$23.32	\$24.75
Overtime Rate	\$30.96	\$32.34	\$34.98	\$37.13
Weekly Rate	\$825.50	\$862.24	\$932.60	\$989.97

Lead Dispatcher Hourly Rate	\$26.23
Overtime Rate	\$39.35
Weekly Rate	\$1,049.36

On the first payroll period beginning on or after July 1, 2022, the following base hourly rate becomes effective and is adjusted annually as outlined in this Article.

July 1, 2022

	0-1 Years	1-2 Years	2-3 Years	3 or More Years
Dispatcher Hourly Rate	\$21.77 <u>\$25.01</u>	\$22.72 <u>\$26.07</u>	\$24.53 <u>\$28.11</u>	\$26.01 <u>\$29.76</u>
Overtime Rate	\$32.66 <u>\$37.52</u>	\$34.08 <u>\$39.11</u>	\$36.80 <u>\$42.17</u>	\$39.02 <u>\$44.64</u>
Weekly Rate	\$870.87 <u>\$900.36</u>	\$908.71 <u>\$938.52</u>	\$981.18 <u>\$1,011.96</u>	\$1,040.27 <u>\$1,071.36</u>

Lead Dispatcher Hourly Rate	\$27.54 <u>\$31.47</u>
Overtime Rate	\$41.31 <u>\$47.21</u>
Weekly Rate	\$1,101.44 <u>\$1,132.92</u>

On the first payroll period beginning on or after July 1, 2023, the following base hourly rate becomes effective and is adjusted annually as outlined in this Article.

July 1, 2023

	0-1 Years	1-2 Years	2-3 Years	3 or More Years
Dispatcher Hourly Rate	\$23.46 <u>\$26.79</u>	\$24.43 <u>\$27.88</u>	\$26.30 <u>\$29.98</u>	\$27.82 <u>\$31.68</u>
Overtime Rate	\$35.19 <u>\$40.19</u>	\$36.65 <u>\$41.82</u>	\$39.45 <u>\$44.97</u>	\$41.73 <u>\$47.52</u>
Weekly Rate	\$938.20 <u>\$964.44</u>	\$977.17 <u>\$1,003.68</u>	\$1,051.82 <u>\$1,079.28</u>	\$1,112.68 <u>\$1,140.48</u>

Lead Dispatcher Hourly Rate	\$29.39 <u>\$33.44</u>
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Overtime Rate	\$44.09 \$50.16
Weekly Rate	\$1,175.68 \$1,203.84

The Police Chief, with the approval of the Town Manager, may start new employees at any step of the pay scale. Those employees continue to receive step increases from the pay step in which they were hired.

Wages are retroactive for unit members employed at the signing of contract.

Section 2.

A. Longevity pay is computed at the schedule agreed to by the Union and the Town.

1. Two (2%) per cent after four (4) years of service
2. Four (4%) per cent after eight (8) years of service
3. Six (6%) per cent after twelve (12) years of service
4. Eight (8%) per cent after sixteen (16) years of service
5. Eleven (11%) per cent after twenty (20) years of service
6. Thirteen (13%) per cent after twenty-four (24) years of service
7. Sixteen (16%) percent after thirty (30) years of service

B. After completing four (4) years of continuous service, an employee's longevity payment is computed annually on his/her anniversary date, and the computation is based upon his/her annual base salary for the fourth year, and then for each succeeding year. If an employee received a 5% increase in base salary after his/her fourth anniversary date, longevity would be recomputed using his/her new annual base salary.

The best method of explaining this is via an example of the computation using the following values:

- \$10,000 - Employee's base salary on fourth anniversary.
- \$500-5% - Salary increase received 4 months after anniversary date.
- 2% - Longevity payment/incentive.

COMPUTATION

- \$10,000 x 1.02 = \$10,200 (new gross salary, annual base plus longevity) on anniversary date.
- \$200 = Longevity Increase.
- \$10,200 + \$500 = \$10,700 (new gross pay after 5% salary increase)
- \$10,700 - \$200 = \$10,500 (new base salary)
- \$10,500 x 1.02 = \$10,710 (new gross salary, annual base plus longevity increase)
- \$210 = New Longevity payment.

This computation would be performed annually if the employee received any adjustment to his/her annual base pay. The key term is annual: the computation is performed each year based upon that year's annual salary.

Section 3. Employees working the evening shift are paid a shift differential of fifty cents (50¢) per hour. Shift differentials apply only to an employee working the associated shift as part of their regularly scheduled shift, as a fill-in for a shift, or as a temporarily assigned shift.

Employees working the midnight shift are paid a shift differential of seventy-five (75¢) per hour.

Section 4. Employees with an Associate's Degree or three years of active service military duty are paid a stipend of fifteen cents (15¢) per hour.

Employees with a Bachelor's Degree are paid a stipend of twenty-five cents (25¢) per hour.

Section 5. Lateral Transfer

Employees hired after July 1, 2014 that have prior experience and the required certifications in a similar position may be granted a lateral transfer upon the request of the Police Chief with the approval of the Town Manager. The maximum number years of service that may be applied to pay scale, longevity and vacation is capped at six (6) years.

Section 6. During the effective period of this Agreement, the annual salaries of employees are paid weekly on Thursday through mandatory direct deposit to an approved financial institution.

Section 7. Training Pay

An employee assigned by management to train another employee receives a stipend of \$3.00 per hour for each hour spent conducting training.

Section 8. Fort Foster Pass

The Town will provide Employees with an annual Fort Foster Pass.

Section 9. Kittery Community Center Membership

The Town will provide Employees with an annual Kittery Community Center membership.

ARTICLE 11 - PROBATIONARY PERIOD

Section 1. After the effective date of this Agreement, all employees becoming subject to this agreement will be probationary employees for the first six (6) months immediately following

their date of hire.

Section 2. The purpose of the probationary period is to provide an opportunity for the Town to determine whether an employee has the abilities and the attributes that will qualify him or her for regular employee status; provided, however, that employees hired prior to the effective date of this Agreement are subject to the probationary period set forth in the prior Agreement between the parties. During this probationary period, an employee may be laid off or terminated based upon the sole discretion of the Town and without regard to his/her or her length of service. All other applicable provisions and protections of this Agreement apply to probationary employees.

Section 3. If an employee is hired with prior directly related work experience and/or certification, the Town may grant credit for such experience toward the completion of this probationary period in an amount not to exceed three (3) months of the above required probationary period. The employee will be advised at the time of hiring of the amount of time to be credited to his/her probation.

Section 4. All employees retained after said probationary period are placed on the seniority list as regular employees.

ARTICLE 12 - RETIREMENT

Section 1. Dispatchers are entitled to Maine Public Employees Retirement System benefits in accordance with 5 MRSA, Section 1092 (3) and its subsequent amendments of one-half (1/2) average final compensation, after having completed twenty-five (25) years of service or reached sixty (60) years of age.

A new employee with prior Maine Public Employees Retirement System credit may have his/her prior retirement credited to the Town of Kittery Police Retirement Plan.

Employees actively participating in MainePERS may participate, on a voluntary basis, in the ICMA Retirement Plan as provided in the Kittery Administrative Code, Chapter 2.20.160.L 1 & 2. There is no employer match for voluntary participation in the ICMA Retirement Plan.

Section 2. Effective July 1, 2001, the Town agreed to expand the coverage of the ICMA-RC 457 plan currently in effect. This plan is available for current employees who are not enrolled in the Maine Public Employees Retirement System and any newly hired employee who wishes to enroll in the ICMA plan instead of the MainePERS plan. The Town will match the employee's contribution into the 457 plan, up to a maximum Town contribution of six percent (6%). The Town will make a contribution to either MSRS or the ICMA plan, but not both.

ARTICLE 13 - UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Local Union as they see fit.

Neither party may exert any pressure on, or discriminate against, any employee in regard

to such matters. Thirty (30) days after the date of hire or effective date of this Agreement, whichever is later, employees shall elect to join or not join the Union.

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement.

If an employee chooses not to join the Union, the employee may elect to pay 80% of their current dues for representation purposes. If an employee does not elect either membership or the 80% fee for representation, and desires representation, the employee shall pay the Union directly for the costs of representation.

ARTICLE 14 - CHECK OFF

Section 1. The Town shall deduct regular monthly dues and fees (on a weekly basis) upon receipt of signed authorizations from members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Union as to the amount of the dues or fees. The Town shall forward all such dues and fees collected to the Secretary- Treasurer of the Union by the 10th of the month following the month in which deductions were made.

Section 2. The Union shall indemnify and save the Town harmless from any liability that may arise out of the Town's reliance upon any payroll deduction authorization cards presented to the Town by the Union. Such indemnification applies to damages that are sustained as a result of procedural errors or due to reason of mistake of fact that was in control of or the responsibility of the Union.

ARTICLE 15 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

The parties hereto recognize and agree that, except as specifically limited or abrogated by the terms, and provisions of this Agreement, all rights to manage, direct, and supervise the operations and personnel of the Police Department are vested in the Employer, in a full and unrestricted manner, as provided by the laws of the State of Maine and the Town of Kittery.

ARTICLE 16 - MAINTENANCE OF STANDARDS

Section 1. (Protection of Conditions) The Employer agrees that all conditions of employment relating to wages, hours or work, overtime differentials and general working conditions will be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment will be improved wherever specific provisions for improvements are made elsewhere in this Agreement. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement, unless specifically agreed to by both parties.

Section 2. (Extra Contract Agreements) The Employer agrees not to enter into any agreement or contract with its employees of this unit, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement is null and

void.

Section 3. (Workweek Reduction) It is understood and agreed that, should it subsequently be determined that any employee comes under the provisions of the Fair Labor Standards Act or any similar legislation, then as to such employees, any provisions of this Agreement that do not comply with the requirements of said statutes are to be changed so that there is no violation of the statutes. If such changes result in substantial penalties to either the employees or the Employer, a written notice shall be sent by either party requesting negotiations to change such provisions or provision as are affected. Thereafter, the Union and the Employer shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution.

ARTICLE 17 - SUPERVISORY OR RESERVE OFFICER PERSONNEL

An employee with supervisory authority (or a reserve officer) may not perform any work performed by a Dispatcher unless no unit members are available to perform the assignment or in an emergency. Supervisory or reserve personnel would be relieved as soon as possible by an available Dispatcher.

ARTICLE 18 - UNION ACTIVITIES

Any employee member of the Union acting in any official capacity whatsoever, may not be discriminated against for his or her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business nor may there be any discrimination against any employee because of Union membership activities. Every effort will be made to schedule mediation, fact finding, investigations, and/or negotiations during the Union steward's regularly scheduled hours.

ARTICLE 19 - ACCESS TO PREMISES

Authorized agents of the Union have access to the Employer's establishment during working hours for the purpose of adjusting disputes, and investigating working conditions, provided, however, there is no interruption of the working schedule. Prior notification of the visit will be given to the Department Head.

ARTICLE 20 - STEWARDS

Section 1. The Town recognizes the right of the Union to designate a Steward or an Alternate. The authority of the Steward or Alternate so designated by the Union will be limited to, and may not exceed, the following duties and activities: the investigation and presentation of a grievance in accordance with the provisions of the collective bargaining Agreement.

Section 2. The Steward or the Alternate have no authority to take strike action or any other action interrupting the Town's business. The Employer recognizes these limitations upon the authority of the Steward or Alternate and may not hold the Union liable for any unauthorized acts, unless it is justifiably proven that the Union instigated, encouraged, or failed to diligently notify its members of the illegality and to counsel its members against the undertaking of said

unauthorized acts.

Section 3. The Steward is permitted to investigate and present grievances in an orderly and efficient manner on or off the property of the Employer without loss of time or pay.

ARTICLE 21 - IDENTIFICATION FEES

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employee. The cost of such personal identification is borne by the Employer.

ARTICLE 22 - SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its supplements are not affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for said article or section.

ARTICLE 23 - NON-DISCRIMINATION

It is the policy of the Town not to discriminate against any applicant or employee because of race, religion, color, age, sex, sexual orientation, national origin, ancestry, genetic information or physical or mental disability in the selection, placement, compensation, training and advancement of employees. The Town Manager is the designated person responsible for the enforcement of this non-discrimination policy.

ARTICLE 24 - HOLIDAYS

The following holidays are paid holidays for all employees covered by this Agreement:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Patriot's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day
13. Employee's Birthday

Should any employee receive holiday pay for any days or portion of a day, in addition to the thirteen (13) days prescribed, then the additional holiday pay will apply to all employees. The above language does not apply to bonafide additional holidays agreed to in other collective bargaining agreements, but rather when the Town grants additional special paid holiday time off in addition to those found in various contracts with other Town employees.

Should any employee of the Town receive holiday pay for any days or portion of a day, in addition to the fourteen (14) days prescribed, then the additional holiday pay will apply to all employees.

If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged with a vacation day for the observed holiday; an extra day may be added for the vacation.

ARTICLE 25 - HOLIDAY PAY

In the event an employee is scheduled for and works any recognized legal holiday as listed in the contract, he/she receives his/her regular holiday pay based upon the normal work day ~~often (10) hours~~ at his/her normal, straight-time rate of pay, plus overtime, at the rate of one and one-half (1 ½) times his/her normal straight-time rate of pay. Any employee not working the recognized legal holiday receives normal straight-time rate of pay for said day based upon the normal working day ~~often (10) hours~~, provided the employee is paid status the day preceding and following said holiday.

An employee may elect to take another day off with pay in lieu of receiving additional holiday pay, at a mutually agreed time, provided that the Employer may impose reasonable limitations upon any such election arising out of manpower and work load requirements of the Town and the availability of qualified replacement personnel.

For employees hired on or after July 1, 2017, payment for holidays will be issued following the close of the pay period in which the holiday hours are earned.

ARTICLE 26 – PERSONAL DAYS

Employees are entitled to 2 personal days each calendar year. Personal Days may be used for any purpose, but must be used before the end of the calendar year. If, for unforeseen or unavoidable reasons, the personal days are not able to be used in the calendar year, the Town Manager may approve personal day balances to be carried over to the next calendar year.

The scheduling of a Personal Day cannot be denied; unless it would result in an order-in for the Fourth of July, Thanksgiving, Christmas, and New Year's Day.

Employees hired before July 1, 2017 may carry over unused personal days to the following year.

ARTICLE 27 - COURT TIME

Any employee covered by this Agreement who is required to attend court outside his/her regular work shift will receive a minimum of four (4) hours of pay for such appearance at court outside the Town of Kittery at one and one-half (1 ½) his/her applicable hourly rate of pay for each such attendance. No court time is allowed to any such employee who has not checked with the Dispatcher, Court Officer or the posted court trial list between the hours of 9:00 a.m. and 10:00 a.m. (0900-1000 hours) on a scheduled court date to find out if his presence will be required.

If the employee is required to remain in attendance at such court for more than the minimum call-in time, he/she is paid at time and one-half (1 1/2) his applicable hourly rate of pay for all hours of that attendance.

If such court attendance occurs during an employee's vacation, the minimum is four (4) hours; provided, however, that any and all fees, compensation or allowances to which any officer is or would be entitled for such court appearance as provided for by Statute or Court Order, will be turned over to and paid to the Town and not retained by the officer.

ARTICLE 28 – SOCIAL SECURITY

Section 1. The Town agrees to pay its required Social Security premiums in accordance with provisions of the Agreement between State Agency and Political Subdivision of the State of Maine for the purpose of extending Social Security benefits to the employees of such Political Subdivision and its subsequent amendments, which Agreement was entered into between the Maine State Retirement System and the Town in 1952.

ARTICLE 29 – ON-DUTY INJURY

Section 2. The Town shall provide Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share, plus the employee's share, of Maine Public Employees Retirement System (MainePERS) for as long as the employee remains out of work due to the work-related injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS is prorated. If the injury or illness qualifies as FMLA, the employee will be notified they are being placed on FMLA. Employees may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wage in order to make themselves whole. This includes any waiting period that may exist under the Maine Workers' Compensation Statute.

ARTICLE 30 - BULLETIN BOARDS

The Town agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 31 - SEPARATION OF EMPLOYMENT

Upon separation of employment and prior to retirement the Employer shall pay the

employee full face value of all accrued vacation, holiday, personal days, and compensation time on the pay day in the week following such separation.

ARTICLE 32 - RESERVE SERVICE LEAVE

Section 1. Leaves of absence are granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their training obligations and/or responding to any civil disorder. Written notification for leaves of absence for such purposes must be made to the Police Chief as soon as possible after the employee's receipt of orders.

Section 2. If an employee is granted a leave of absence for the purposes herein set forth and if his/her daily rate of compensation for such government service is less than the gross daily rate that he/she would have earned had he/she been providing service to the Employer, then the Town shall pay the employee the difference between the pay rates.

Section 3. The employee utilizing reserve leave shall furnish the Town with an official statement of reserve service pay received and reserve service time served.

Section 4. For the purposes of this section, the phrase "daily rate of compensation" is defined as the employee's normal, daily, straight-time rate of pay, and does not include overtime or call-in time.

ARTICLE 33 - MILITARY LEAVE

The Town agrees to provide all benefits as required by the Selective Service and Training Act and any other applicable laws then in effect.

ARTICLE 34 - LEAVE WITHOUT PAY

An administrative or special leave may be granted to an employee, when approved by the Town Manager, for the purpose of settling the estate of a member of the immediate family, for educational purposes when such education will foster the systematic improvement of the knowledge and/or skills required in the performance of his/her work, for illness or injury when such leave extends beyond the employee's earned sick leave days and for other reasons that may be beneficial to the employee and to the Town.

All such leaves are without pay, may not disrupt the normal operation of the Department, and be specific as to their duration, with sixty (60) days being the maximum duration.

The employee is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the Town Manager prior to expiration. Failure on the employee's part to return to work upon the expiration of an approved leave is deemed a resignation from Town Employment.

Leaves of absence shall be requested in writing by the employee and approved by the

Town Manager on such terms and conditions as are agreeable to the parties.

ARTICLE 35 - BEREAVEMENT LEAVE

An employee will be excused from work for up to five (5) days because of death in his/her immediate family as defined below, and will be paid his or her regular base rate of pay for the scheduled hours missed. ~~Not more than ten (10) hours per day may be paid under this article.~~ It is intended that this time be used for the purpose of handling necessary arrangements and attendance at the funeral.

Immediate family is defined to mean spouse, parents, step-parents, domestic partner, children, step-children, grandmother, grandfather, mother-in-law, father-in-law, or a brother or sister. Immediate family also includes other relatives living in the same household.

Up to three days of leave may be granted for the death of other relatives upon approval of the Police Chief or the Town Manager.

ARTICLE 36 - SICK LEAVE

Section 1.

- A. Sick leave is accumulated at the rate of one day per month to a maximum of one hundred and fifty (150) days; said accumulation could be applied to Retirement, as is permitted by the Maine State Retirement. The remaining days will be given as early retirement. At the end of the year (December 31) all sick leave over one hundred and fifty (150) days will be given back and the Town will pay fifty (50%) percent of the face value at the person's normal rate of pay for the days that were given back. There will be no sick leave buy back for employees hired after July 1, 2014.
- B. Employees who retire or resign from the Town and who have accrued vacation and sick leave time to their credit at the time of retirement or resignation are paid the wages equivalent to the accrued vacation and sick leave. Employees will be eligible for wages paid for accrued sick leave upon resignation and retirement in good standing only. "In good standing" means that the employee's resignation or retirement is not forced by pending criminal charges or does not occur after a notice of discharge has been issued. Nothing in this article may prevent the parties from negotiating such sick leave payments as part of the terms of a constructive discharge.

Section 2. In order to qualify for sick leave payments, the employee should notify the Police Chief or his/her designated representative not later than two (2) hours before his/her normal starting time on the first day of absence, unless the circumstances surrounding the absence make such notification impossible, in which case said notification must be made as soon thereafter as possible. In addition to the above, an employee, if he/she is absent two or more consecutive days must notify the Department at least two (2) hours prior to the beginning of the

shift on which he/she intends to return.

Section 3. Qualified employees are eligible for paid sick leave from and to the extent of their unused, accumulated, paid sick leave credits in the following situations:

- A. When it is established to the Employer's satisfaction that the employee is incapacitated and cannot safely perform his duties due to sickness, pregnancy or injury.
- B. When it is established that, due to exposure to contagious disease, the health of others would be affected by attendance at work. A physician's statement recommending absence from work is required.
- C. When it is established that an illness exists in the immediate family of the employee, and then for such periods as the attendance of the employee is necessary. The term immediate family is defined as including spouse, children, domestic partner, and parents domiciled with the employee. In addition, immediate family also includes other relatives domiciled with the employee. Employees will be allowed to utilize up to ~~forty (40)~~36 hours of sick time to care for their spouse, parents or children who are not domiciled with the employee.

Section 4. If the employee is absent for more than three (3) consecutive days, or in cases of suspected abuse, the Employer may require medical proof for said sick leave, in which case the involved employee is required to provide a written statement from a medical doctor certifying the necessity for said absence. At the request of the Employer, an employee, before returning to work, shall submit a written statement from his/her physician that certifies the employee's ability to return to work and to perform the required functions of his/her job. Should the Employer require a medical statement, the Employer shall pay the portion of the cost for the visit which is not covered by medical insurance.

Section 5. Whenever sick leave payments are made under this article, the amount of such payments/hours is deducted from the Employee's unused accumulated sick leave.

Section 6. In the event an employee is temporarily disabled to the extent that he/she is unable to perform all the duties and functions normally required of him/her, the Police Chief, in his/her judgment, may approve his/her return to work on a limited duty basis. It is understood and agreed that the Police Chief has the sole and complete discretion and authority to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

Section 7. Falsification of evidence to substantiate sick leave is cause for disciplinary action.

Section 8. In the event of the death of an employee with more than ten (10) years of service, the Town shall pay to the designated beneficiary one hundred percent (100%) of the

employee's accumulated sick leave. There will be no sick leave pay out for employees hired after July 1, 2014.

ARTICLE 37 - VACATIONS

Section 1. Town employees do not receive extra pay in lieu of taking vacation. The vacation calendar for all Town employees is from January 1st to December 31st. A maximum of ~~ten (10) days~~ 72 hours may be saved from one year to the next.

Section 2. Entitlement to vacations under this article is determined as of the employee's anniversary date of each year.

Employees will receive ~~forty (40)~~36 hours of vacation upon completion of the probationary period, and an additional ~~forty (40)~~36 hours of vacation upon completion of one (1) year of continuous service.

Employees ~~hired before July 1, 2017~~ who have completed more than one (1) year of currently continuous service, but less than five (5) years will receive ~~ten (10) days of annual vacation leave.~~ ~~Employees hired on or after July 1, 2017 will receive eighty (80)~~72 hours of annual vacation leave.

Employees ~~hired before July 1, 2017~~ who have completed five (5) years of currently continuous service, but less than ten (10) years, will receive ~~fifteen (15) days of annual vacation leave.~~ ~~Employees hired on or after July 1, 2017 will receive one hundred twenty (120)~~108 hours of annual vacation leave.

Employees ~~hired before July 1, 2017~~ who have completed ten (10) years of currently continuous service, but less than twenty (20) years will receive ~~twenty (20) days of annual vacation leave.~~ ~~Employees hired on or after July 1, 2017 will receive one hundred sixty (160)~~144 hours of annual vacation leave.

Employees ~~hired before July 1, 2017~~ who have completed twenty (20) years of currently continuous service will receive ~~twenty five (25) days of annual vacation leave.~~ ~~Employees hired on or after July 1, 2017 will receive two hundred (200)~~180 hours of annual vacation leave.

Section 3. In the event that an employee covered hereby dies during the term of this Agreement, the accrued vacation credits, if any, will be paid in the wages equivalent to the employee.

Section 4. In the event of dismissal of an employee for a cause or if an employee voluntarily leaves, or retires his/her employment, said employee is entitled to vacation pay for all unused vacation earned.

Section 5.

A. A day of vacation pay as provided for in Sections A, B, C, D, and E equals ~~ten~~

~~(10) hours of pay~~ the number of hours a day normally scheduled for a regular shift (e.g. 12 hours if the Employee is regularly scheduled for three 12-hour shifts a week) at the employee's straight time rate of pay at the time the employee takes vacation.

- B. The Employer shall determine the number of employees who can be assigned for vacation purposes at any one time, provided, however, that any such determination is based upon the anticipated manpower and work load requirements of the Town.
- C. A seniority list shall be posted by the Union Steward not later than November 15 of each calendar year, and all employees shall indicate, prior to December 15 of that calendar year, the dates on/during which they desire to take their eligible vacation leave for the upcoming calendar year. In the event that two or more employees desire the same vacation dates and it is determined by the Police Chief that both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternate dates for his/her vacation. A final vacation list indicating those dates agreed upon shall be prepared by the Police Chief and posted no later than January 1 of the new calendar year.
- D. In the event an employee does not select a vacation period prior to December 15, he/she shall make written request to the Police Chief before the 15th of the month preceding the month of the requested vacation dates.
- E. If an employee, due to required court appearances or other emergency situations, is unable to take his/her vacation during the assigned period, the Police Chief shall make every effort to reschedule a vacation period, convenient and agreeable to the employee and the Police Chief, in the calendar year in which the employee's vacation period was assigned.

ARTICLE 38 - CALL BACK TIME

An employee called back to work receives a minimum of four (4) hours pay at one and one-half (1 ½) times the normal rate of pay for the work for which they are called back. In the event that the employee called back works in excess of four (4) hours, said hours will be paid at one and one-half (1 ½) times the normal rate.

ARTICLE 39 - EMPLOYEE RIGHTS

To ensure that any internal investigation of any 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. As much as possible, the interrogation will be conducted in a reasonable time, taking into consideration the working hours of the employee and the

employer, and the legitimate interest of the department. The official conducting the investigation 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. Unless circumstances require anonymity, the complainant will be identified. If it is known that the employee being interrogated is a witness only, he/she will be so informed.

- B. The interrogation is conducted with the maximum amount of confidentiality possible.
- C. The interrogation of an employee suspected of violating departmental rules and regulations is limited to questions which are directly related to the employee's involvement in the alleged violation.
- D. The interrogation may not be conducted by more than two (2) interrogators at any one time.
- E. If an employee is under arrest, or is likely to be, that is, if the employee is a suspect, or the target of a criminal investigation, the employee must be afforded all rights under such circumstances as any other person.
- F. Any employee being investigated for criminal offenses may have an attorney present at any time during the interrogation. The employee will be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney and/or the Union.
- G. If an employee under investigation is requested to submit to a polygraph examination, the employee will be advised of the questions to be asked prior to the administration of the test. No employee may be forced to submit to a polygraph examination against his/her wishes by fear of penalty.
- H. Any and all investigations will be conducted without unreasonable delay, and the employees will be advised of the final outcome of the investigation. If, for any reason the investigation cannot be concluded within the time limit, the employee being investigated will be given an explanation of the delay and be advised of the outcome as soon as the investigation is completed.
- I. If results of an investigation against an employee prove that the charges are unfounded, then it is to be so noted in the final report of the investigation.
- J. The results of a polygraph examination must be part of the report of the investigation, and may be used by the Police Chief at any and all hearings relating to the matter being investigated.
- K. An employee has the right to a private or a public hearing, if he/she so desires.

- L. Any employee suspended for investigative reasons receives his/her regular weekly base pay.

If a member of the Department is being questioned for the purpose of being a witness only, he/she will be so informed before the questioning commences. If the investigation implicates a member of the Department who has been questioned as a witness, he/she will be informed of the change in the nature of the investigation before questioning commences on another occasion. It is understood and agreed, however, that the informing of a member of the Department that he/she is being questioned as a witness only in no way provides immunity for such employee from disciplinary action that may be taken as a result of information disclosed during the course of the questioning or investigation.

ARTICLE 40 - TRAINING

Section 1. Expenses for out-of-town training required by the Employer are reimbursed to the employee at actual costs, plus mileage reimbursement at the current rate established by the IRS for transportation, unless the employer provides transportation. Mutually agreeable schedule changes may be made to accommodate training.

Section 2. When approved in-service training is scheduled at a time other than during an employee's regular shift, when circumstances allow, the employee is given minimum of a two-week notice, and is compensated for the time necessarily spent at his applicable rate of pay, but not including travel time to or from the designated location of said training, either after a regularly scheduled shift or on days that the employee is not scheduled for work.

Section 3. Employees do not receive additional payments for extra time other than classroom time spent at approved training schools, seminars and courses.

ARTICLE 41 - PERSONNEL FILES

Section 1. Any employee has the right, upon request, to review the contents of his/her personnel file, in the presence of the Human Resources Manager, at any reasonable time. Any employee has the additional right to receive copies of materials placed in his/her personnel file.

The Human Resources Manager shall maintain a written record of the material(s) initially furnished to each employee, and subsequent copies of the same material will be furnished to each employee at his/her expense.

Section 2. No written warning notices/reprimands may be placed in an employee's personnel file until said employee has seen said warning notice/reprimand. The employee shall sign said warning notice/reprimand as an indication that he/she has seen and has read said document.

Section 3. A warning notice/reprimand is not subject to the grievance procedure.

ARTICLE 42 - INSURANCE

Section 1. The Town shall contribute to the Allegiant Care ("Allegiant") or its actuarial equivalent (equivalency is subject to mutual agreement) eighty-five (85%) percent of the total premium for family, two person or single coverage per month, payable at the office of Allegiant monthly on the fifth day of the month following the month in which due. The employees shall contribute the remaining fifteen (15%) percent each month through weekly payroll deductions. In years 2 and 3 of this Agreement, any premium increases from Allegiant of more than two (2%) percent shall be shared equally between the Town and the employee. (Example: 3% increase to the policy would result in 2% being affected by the 85/15, 1% is split equally. The above listed Town contribution represents the Town's maximum percentage payment and the employee's maximum percentage payment is twenty (20%) percent. The Town is responsible for remitting the employer and employee shares of the premium on a monthly basis to the Trust. In addition, Allegiant shall endeavor to offer multiple plan designs for the employees' option within the term of this Agreement.

The liability of the Town may not exceed the above amounts together with any and all delinquency and interest charges.

The Town agrees that its Agreement hereunder constitutes an obligation for the sums herein provided directly to Allegiant, and further that the Town will be bound by the terms and provisions of the Trust Indenture of Allegiant and any and all amendments thereto, as well as applicable rules and regulations from time to time promulgated by the Trustees thereto.

The Town is not responsible for the administration of the Plan and is held harmless for any claims made against Allegiant.

Section 2. Disability/Life/Accidental Death and Dismemberment Insurance: Disability, life, and accidental death and dismemberment insurance is provided by the Town for all full-time employees.

Section 3. Employees who are covered by this Agreement and who are injured on duty (or off duty while performing a police/dispatcher function within the Town of Kittery) are provided Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share plus the employee's share of Maine Public Employees Retirement and all health, disability and dental insurance for as long as the employee remains out of work due to the work-related injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS, health, disability and dental will be prorated. If the injury or illness qualifies as FMLA, the employee will be notified they are being placed on FMLA. Employees may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wage in order to make themselves whole. This includes any waiting period that may exist under the Maine Workers' Compensation Statute.

Section 4. Nothing in this contract prohibits the Police Chief from requiring a member of this unit to submit to a physical or psychological exam (including drug and alcohol testing) if there is sufficient evidence that an employee is not mentally or physically fit to perform his/her

duties. This language does not apply to bonafide workers' compensation cases, as they are handled by separate statutes.

It is agreed that the request for above examinations may only be done by the Police Chief, and examinations performed by specialists in the various fields of examination. Information provided by the Doctor is confidential in nature and not provided to other members of the department, or other town employees, except for the Human Resources Manager. The cost for exams is paid for by the Town.

If the employee does not agree with the outcome of said examination, the employee may, at his/her expense, obtain a second opinion. If indeed the two examinations conflict, the two doctors shall mutually agree upon a third, who in turn shall render the final decision. The cost for the third doctor is split between the employee and the Town.

Section 5. The Town agrees to provide the employees with the opportunity to participate in a Flexible Spending Account (FSA) under Section 125 of the IRS rules, which will include the employee paid portion of the qualified insurance programs. The Town will contract with a professional firm to provide administration for the FSA. Employees may choose to enroll in the debit card program; however, employees will be responsible for the debit card's annual fee.

Section 6. The Town will pay the monthly health insurance premium for the single person level of coverage for any unit member who retires from the Town of Kittery having worked for the Town of Kittery for a minimum of fifteen (15) years and having met the age and/or years of service requirements contained in the MainePERS policy currently in effect for that particular employee. Should the retiree choose to elevate the health insurance coverage level to a two-person coverage plan or family coverage plan, the retiree will be responsible for any additional premiums owed to the insurance provider. The additional payments shall be made to the Town on a monthly basis. The Town will forward all required payments to the insurance carrier on behalf of the retiree.

Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be converted to the Medex 2 supplement plan through Allegiant, or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2 supplement plan through Allegiant, or a comparable plan. The employee will contribute the remaining thirty (30%) percent.

In the event that it becomes necessary to change insurance providers, the Town will ensure that there is no lapse of coverage of the retiree, and that the new coverage level will be comparable to the existing level of coverage. Any additional premiums required for spousal conversion to a companion plan are the responsibility of the retiree.

The fifteen-year minimum service requirement applies only to any employee hired after May 1, 2004.

ARTICLE 43 - JOB DESCRIPTION

No Dispatcher is required to perform duties outside of the job description.

ARTICLE 44 - PROMOTIONS

All promotions above the rank of Dispatcher, within the Dispatch Unit, should be made from within the Department, provided that there are qualified, in-house candidates available.

ARTICLE 45 - COMPLAINTS AGAINST DISPATCHERS

If an investigation is initiated by information from a citizen, a fellow employee or by the Police Chief, the Chief shall inform the Dispatcher being investigated, the Union steward and the Union business agent within five (5) calendar days of receipt of the information that generated the complaint. No investigation will begin without the approval of the Police Chief.

When a citizen makes a complaint about the actions or conduct of a Dispatcher, the following process will be followed: A citizen will inform the Watch Commander or Shift Supervisor that he/she is making a complaint about a Dispatcher. An attempt will be made to solve the problem at this level. Should the problem still exist, where the citizen chooses to make a complaint to the Police Chief, the citizen will advise the Watch Commander of the request to meet with the Police Chief and the reason for making a formal complaint. If a complaint is verbal, then the Dispatchers report/reply may also be verbal. If it is a formal complaint, other than one requested by the Town Manager or Police Chief, then the Dispatcher need not make a formal written report/reply until after he/she has had an opportunity to see and review the formal complaint and the reason for the investigation.

The first steps in making a complaint to the Chief about a Dispatcher will be strictly followed to protect the rights of the Dispatcher.

Prior to an interview regarding an internal complaint, the Dispatcher will be provided with a copy of all complaints and accusations made, including written statements.

The Town will make any and all effort to acquire a sworn statement, as is best investigatory practice, and advise the citizen of the consequences of making a false sworn statement.

The citizen who makes the complaint will have to write or type the citizen's own statement. A copy of the statement will be given to the Dispatcher at the first opportunity after it is received from the complainant. When the citizen making the complaint meets with the Police Chief, the Police Chief will have the written complaint on the Chief's desk to refer to. The Chief will decide what actions will be taken after the meeting with the complainant and after reviewing the Complainant's statement. Should the Police Chief decide to investigate the complaint or designate an investigator, the Dispatcher will be notified immediately in writing from the Chief that the Dispatcher is under investigation and who the investigator is and the reason.

As a result of any investigation into the conduct or actions of a Dispatcher, a copy of the investigative report will be given to the Dispatcher when the investigation is suspended,

completed or complaint withdrawn by complainant. The investigation will be completed within thirty (30) calendar days. The Police Chief will provide the Union steward and the Dispatcher with an update on the status of the internal investigation within fifteen (15) calendar days after the internal investigation has begun. If the Police Chief wishes to extend the investigation beyond thirty (30) calendar days with reasonable cause, he/she shall only do so if the Union steward agrees.

The Dispatcher may take any appropriate steps or actions regarding the complaint made. The Dispatcher has the right to exercise their constitutional rights regarding the investigation.

Should the Dispatcher be suspended from duty pending an investigation, the Dispatcher will be suspended with full base pay and benefits pending the outcome of the investigation.

All juveniles who make complaints against Dispatchers will be in the presence of their parent or legal guardian when making a complaint.

The Police Chief will advise the Dispatcher whether it is a criminal or inter-departmental investigation. If it is a criminal investigation, the notice requirements and investigative time frames noted above do not apply.

ARTICLE 46 - DAMAGE TO PERSONAL PROPERTY

The Town shall pay the reasonable cost of the repair or replacement of a Dispatcher's acceptable personal items, equipment, clothing, etc., that are lost, damaged, or destroyed in the line of duty. A report of the incident and verification of the value of the property must be submitted for approval to the Shift Supervisor.

ARTICLE 47 - DIGNITY AND RESPECT

The Town of Kittery is committed to creating an environment for work which upholds the dignity and respect of the individual and which supports every individual's right to work in an environment which is free from any form of harassment, intimidation or bullying. The Town of Kittery recognizes the right of every individual to such an environment and requires all members of staff and those working on behalf of the Town of Kittery to recognize their responsibilities in this regard. Every person working in conjunction with the Town of Kittery is entitled to be treated with dignity and respect by our employees. Equally, all persons working in conjunction with the Town of Kittery are expected to support the principles of dignity and respect in relation to their work.

ARTICLE 48 - DURATION OF AGREEMENT

Section 1. This Agreement is effective July 1, 2021 and it remains in full force and effect until June 30, 2024. It is automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations begin no later than sixty (60) days prior to the anniversary date. This Agreement

remains in full force and be effective during the period of negotiation and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which may not be before the anniversary date set forth in the preceding paragraph.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time to the termination or automatic renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of, 2022 to be effective as of July 1, 2021.

Town of Kittery

Teamsters Local Union No. 340
Affiliated with the International
Brotherhood of Teamsters

AGREEMENT

BETWEEN

TOWN OF KITTERY

And

TEAMSTERS LOCAL UNION NO. 340

Affiliated with the International Brotherhood of Teamsters

ADMINISTRATIVE/CLERICAL EMPLOYEES

EFFECTIVE: July 1, 2021

EXPIRATION: June 30, 2024

[AMENDED: January 1, 2023](#)

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This Agreement is entered into between the TOWN OF KITTERY, MAINE, hereinafter referred to as the "TOWN" or "EMPLOYER," and TEAMSTERS LOCAL #340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, Chapter 9-A, M.R.S.A. 961 through 974, as amended), 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 operations.

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the for the positions listed in Article 11- Wages, for the purpose of negotiating salaries, wages, hours and terms of employment for all eligible employees within the bargaining unit of the Union, as provided in accordance with applicable state statutes.

ARTICLE 3 - CONTRACT ADMINISTRATION

Section 1. The Town and Union mutually acknowledge that problems can arise in the administration of a collective bargaining Agreement. The Town and Union therefore agree that they shall meet periodically to confer with respect to personnel policy and practices and matters affecting working conditions. Such meetings will be held at a mutually acceptable time and date. Union representatives consist of the Business Agent and one other member, who represent all members of the Unit.

Section 2. Management will recognize the stewards and chief steward appointed by the Union. The number of stewards is one (1) per unit. The Union shall supply the Town in writing, and maintain with the Town on a current basis, a complete list of all authorized stewards together with the location each is authorized to represent.

Section 3. The Employer agrees that reasonable time during working hours, without charge to leave, will be made available to the Union's officers, stewards, and chief steward while engaged in official activities. In the interest of the efficient conduct of Town business and the economical use of Town time, and in order to draw a reasonable distinction between official and unofficial activities, those activities concerned with the internal management of the Union, membership meetings, solicitation of membership, campaigning for Union offices, and the conducting of election for Union offices will be conducted outside regular working hours.

Section 4. All officers, representatives, stewards, and employees will request permission from their supervisors when they wish to leave their assigned duties for official activities. The supervisor's permission will normally be granted. Permission will also be obtained from the supervisor of any employee being contacted. The officers and stewards will report to their supervisors when they return to their assigned duties. An employee may be excused from his/her job for a reasonable period of time, without charge to leave, to discuss an appropriate matter with an official of the Union.

ARTICLE 4 - HOURS OF WORK

Section 1. The administrative work week is the period of seven (7) consecutive calendar days used as a unit in computing pay. It consists of the regularly scheduled work week and the regular days off. It is identical to the calendar work week beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday.

Section 2. The basic work week shall consist of forty (40) 35 hours ~~work week consists of five (5) consecutive eight (8) hour days, Monday through Friday for the employees at the Kittery Community Center who fall under this contract. The basic forty (40) hour work week consists of four (4) consecutive ten (10) hour days, Monday through Thursday (7:30 a.m. to 6:00 p.m.) for the Town Hall employees who fall under this contract. The Library employees work an average week of 35 hours Tuesday through Saturday; actual hours vary from week to week to accommodate the Saturday shift rotation., except~~ Library personnel who shall work an average of 35 ½ hours per week or a total of 71 hours every two weeks. For the purposes of vacation, sick, bereavement, personal, and holidays, a day will correspond to the average number of hours per regular work day.

Section 3. The Town will provide for ~~two (2) fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon~~ during the work day. Breaks may be combined with unpaid lunch breaks or used to alter the start or end time of the work day upon mutual agreement of Management and the employee.

Section 4. Paid status consists of regular work, sick leave, vacation time, and when suspended with pay.

Section 5. Union members' scheduled working hours will not be changed to avoid the payment of overtime.

ARTICLE 5 - OVERTIME COMPENSATION

Section 1. Overtime work will be restricted to only those skill requirements essential to meet operational needs. The Employer agrees to an equitable distribution of overtime, on a rotational basis, within specific operating units where overtime is required.

Section 2. The Town agrees to make every effort to give employees as much notice as possible when overtime is required.

Section 3. An employee has the right to refuse an overtime assignment, provided he/she has a legitimate reason and a qualified employee is available to take his/her place. If the Employer is unable to find a replacement, the employee will work the overtime. However, an employee would not be required to work overtime if the additional work would impair health or efficiency, or cause extreme hardship.

Section 4. The term "overtime compensation" is defined as time and one-half an employee's regular hourly base rate of pay and is paid for all approved time necessarily spent in an approved paid status in excess of ~~forty (40) 35~~ hours in any work week.

Section 5. Employees who are required to work more than ~~forty (40) 35~~ hours within a payroll week have the option of taking compensatory time in lieu of receiving overtime pay. Compensatory time must be taken at a time that is mutually agreeable to the Employer and the employee. Accrued compensatory time may not exceed a maximum of sixty (60) hours for each employee.

Section 6. Overtime pay is compensated at the rate of one and one-half (1 1/2) times the employee's regular straight-time hourly rate of pay. For the purpose of computing overtime pay, any "paid status" counts as hours worked.

Section 7. An employee called back to work receives a minimum of four (4) hours pay at one and one-half (1 1/2) times the normal rate of pay for the work for which he/she is called back. In the event that the employee called back works in excess of four (4) hours, said hours will be paid at one and one-half (1 1/2) times the normal rate. This section applies only to an ordered-in situation and not to scheduled overtime.

Section 8. An employee must indicate to the Employer during the work week in which the overtime is earned whether or not he/she wishes to receive overtime pay for said overtime or wishes to take compensatory time in lieu of receiving overtime pay.

Section 9. The Employer agrees to make available pertinent records of overtime to the Union, upon its request, for the resolution of employees' complaints.

ARTICLE 6 - SAFE WORK PRACTICES AND EQUIPMENT

Section 1. The Town and the Union recognize the Employer's responsibility to provide a safe work place.

Section 2. The Town and the Union recognize the responsibility of each employee to work in a safe manner and to follow safety rules and requirements when operating the Employer's equipment and when on the Employer's premises.

Section 3. The Town and the Union will cooperate in efforts to provide and maintain safe working conditions and to ensure that employees work in a safe manner.

Section 4. An annual clothing allowance in the amount of one hundred fifty dollars (\$150.00) per year for the purchase of work boots and seasonal clothing for the Assistant Code Enforcement Officer, Head Custodian, and Custodian and will be credited to each employee in an account maintained by the Town for the purchase of these items.

ARTICLE 7 - STRIKES AND LOCKOUTS

Section 1. All disputes between the parties to this Agreement will be settled in accordance with the grievance procedure set forth in this Agreement.

Section 2. There may be no strikes, slowdowns, cessation of work, and/or interference with the operations or regular work of the Employer by employees during the term of this Agreement, and there may be no lockouts by the Employer during the term of this Agreement.

Section 3. Employees participating in any of the acts indicated above may be subject to disciplinary action.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined as any controversy, dispute, complaint, or misunderstanding that may arise involving the interpretation or application of a specific article or section

of this Agreement. Any grievance arising between the Town, the Union, or an employee represented by the Union must be settled in the following manner:

Step 1. The employee and/or his/her Union representative shall discuss the grievance with his/her Supervisor within ten (10) working days from the occurrence of the event in an attempt to resolve the grievance.

Step 2. If the grievance is not successfully resolved at Step 1, the employee and/or his/her Union representative shall take up the grievance with the employee's Department Head within five (5) working days after the discussion with the employee's immediate supervisor. Prior to the initiation of Step 2, all grievances will be reduced to writing by the employee, specify the article and section of this Agreement at issue, and will be signed by the employee. Any grievance not meeting the above requirements at Step 2 in the grievance procedure is waived and/or dismissed. The Department Head shall render a decision on the grievance in writing within five (5) working days after his/her discussion with the employee and/or his/her representative.

Step 3. In the event that the grievance is not satisfactorily resolved at Step 2, the employee, the Union, or its representative may then take the written grievance up with the Town Manager, as long as this is done within five (5) working days from receipt of the Department Head's decision. At this step in the grievance the Union must identify the specific article of the contract which the Town has allegedly violated. The Town Manager shall, within ten (10) working days after his/her discussion with the employee and/or his/her representative, render a written decision on the grievance.

Step 4. If the Union is not satisfied with the decision of the Town Manager, then the Union may file a request with the American Arbitration Association or the Maine Board of Arbitration and Conciliation for arbitration of the grievance within ten (10) working days from its receipt of the Town Manager's written decision. At the same time that a request for arbitration is filed, the Union shall also provide the Town Manager with a copy of the request. The decision of the arbitrator is final and binding upon the parties, and the arbitrator will be requested to issue his/her written decision within thirty (30) days of the conclusion of testimony and final arguments.

Section 2. Expenses for the arbitrator's services and for the proceedings are borne equally by the Town and the Union. Each party is responsible, however, 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 a copy available without charge to the other party.

Section 3. The arbitrator has no authority to add to, subtract from, change, or modify any provision of this Agreement, but is limited solely to the interpretation and application of the specific provisions contained herein.

Section 4.

- A. An employee has the right to represent him/herself at all steps in the grievance procedure short of arbitration.
- B. Union has the right to be present at any grievance step meeting and receive copies of written determinations, if any, at all steps. No resolution of a grievance may be

inconsistent with the provisions of this Agreement.

- C. Any grievance involving two or more employees may be initiated and processed jointly, as long as said written grievance indicates and is signed by the employees involved.
- D. The Town Manager and Union may mutually agree, when circumstances warrant, to bypass steps of the grievance procedure.
- E. The Town Manager and Union may mutually agree to extend any of the time limits prescribed herein.
- F. The employee and/or his/her representative has the right to inspect and to obtain copies of any books, records, or documents directly related to the grievance that are in the Town's possession, except that access to said books, records, and documents is limited by the requirement of confidentiality statutes.
- G. A grievant and any employee witness will not suffer any loss of pay as a result of participation in the processing of a grievance during such employees' regular working hours.
- H. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants until such time as the grievance is resolved by the parties.

ARTICLE 9 - DISCIPLINE

Section 1. Except for probationary employees, no employee may be discharged, suspended, demoted or otherwise disciplined by the Town except for just cause.

Section 2. The Town agrees to abide by the principles of progressive discipline. However, there may be instances which may warrant taking other disciplinary actions which may not follow the progressive discipline steps.

Section 3. Any discharged employee will be paid in full for all wages owed him/her by the Town, including earned vacation and compensatory time, if any, in the week following the date of discharge.

Section 4. All warning notices given to an employee will be placed in the employee's personnel folder and remain in the employee's personnel folder for a period of 1 year.

ARTICLE 10 - SENIORITY

Section 1. A seniority list will be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of continuous service) listed first. Seniority is based upon the employee's last date of hire. Seniority, for the purpose of this Agreement, means length of continuous service only, and is a factor in all matters affecting layoff, recall and vacation preference, provided all other qualifications are equal.

Section 2. In the event it becomes necessary for the Town to lay off employees for any reasons, an employee may bump into another job covered by this Agreement, if within the same department and in the same or equal classification, provided that there is an employee with less seniority to be bumped and

provided that the senior employee has the minimum qualifications, skills, and ability to perform the work. The Department Head shall determine whether the employee has the ability to perform the work and such determination shall not be made capriciously or arbitrarily.

An employee must notify the Town of their intention to exercise their bumping rights within five (5) working days of the Town's notice of layoff. The employee who is bumped shall enjoy similar bumping rights but must notify the Town within five (5) working days of their intention to exercise their bumping rights. An employee who displaces another employee will need to either possess the skills and ability to perform the job or obtain those skills and abilities within six (6) months. The determination as to whether the employee has satisfactorily performed the job shall be the judgment of the Department Head. Such judgment shall not be made capriciously or arbitrarily. The Town Manager may enter into a formal agreement to allow said employee additional time to obtain the skills and ability to perform the job.

Section 3. For a period of eighteen (18) months after layoff, employees are recalled from layoff according to seniority by certified mail, to the employee's last known address. It is the responsibility of laid off employees to furnish any change of address in writing to the Employer for recall notices.

Section 4. The seniority list will be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Union bulletin boards in employees' work area. Corrections to the seniority list will be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list is deemed correct. An updated list will be made each year on January 2. A copy of the list will be sent to the Union.

Section 5. An employee's seniority terminates under the following conditions:

- 1) If the employee quits, retires or is justifiably discharged.
- 2) If, following a layoff, he/she fails or refuses to notify the Town of his/her intention to return to work within seven (7) calendar days after a written notice recall is sent by certified mail to his/her last address on file with the Town; unless, however, the employee has previously notified the Town Manager or his/her designated representative in writing that he/she will be on vacation and will not be able to be reached at a specific location, in which case he/she is not subject to recall until he/she has notified the Town Manager or his/her designated representative of an address at which he/she can be reached; or, having notified the Town of his/her intention to return to work, fails to do so on the day on which he/she is scheduled to report.
- 3) If he/she accepts full-time employment elsewhere while on leave of absence, unless he/she has prior written approval for such employment from the Town Manager, or does not return to work immediately following the expiration of a leave of absence.
- 4) When he/she has been laid off for a continuous period of time in excess of eighteen (18) consecutive months.

Section 6. Vacancies in the bargaining unit positions are posted at appropriate locations for seven (7) business days in order that employees have an opportunity to apply for vacant jobs. If an employee is not given an opportunity for an interview for the vacant job, then upon written request, the employee will receive a verbal explanation by their Department Head or the Human Resources Manager as to why they were not interviewed. Job descriptions will be available at the time of posting.

ARTICLE 11 - WAGES

The Town agrees to pay the Administrative/Clerical employees the wages listed below on the first pay period beginning on or after July 1:

July 1, 2021

Position	Hourly Rate	Weekly Rate
Recreation Clerk	\$18.54	\$741.72
Administrative Clerk	\$19.50	\$780.00
Development Staff Clerk	\$20.27	\$810.80
Bookkeeper Sewer*	\$24.62	\$984.80
Assistant Code Enforcement Officer	\$26.00	\$1,040.00
Recreation Supervisor	\$23.26	\$930.40
Sports/SAFE Programmer	\$18.55	\$742.00
Head Custodian	\$23.50	\$940.00
Data Entry Clerk (Police)	\$20.00	\$800.00
Accountant	\$25.12	\$1,004.80
Assistant Town Clerk	\$21.00	\$840.00
Assistant Planner	\$24.93	\$997.20
Custodian	\$18.55	\$742.00
Circulation Services Supervisor	\$20.93	
Youth Librarian Supervisor	\$26.59	
Technical Services Supervisor	\$22.46	
Cataloguing Assistant	\$20.66	
Library Services Assistant	\$17.00	

July 1, 2022 (3.00% increase included)

Position	Hourly Rate	Weekly Rate
Recreation Clerk	\$19.10 <u>\$21.83</u>	\$764.00 <u>\$764.05</u>
Administrative Clerk	\$20.09 <u>\$22.96</u>	\$803.60
Development Staff Clerk	\$20.88 <u>\$23.87</u>	\$835.20 <u>\$835.45</u>
Bookkeeper Sewer*	\$25.36 <u>\$28.99</u>	\$1,014.40 <u>\$1014.65</u>
Assistant Code Enforcement Officer	\$26.78 <u>\$30.61</u>	\$1,071.20 <u>\$1,071.35</u>
Recreation Supervisor	\$23.96 <u>\$27.39</u>	\$958.40 <u>\$958.65</u>
Sports/SAFE Programmer	\$19.11 <u>\$21.84</u>	\$764.40
Head Custodian	\$24.21 <u>\$27.67</u>	\$968.40 <u>\$968.45</u>
Data Entry Clerk (Police)	\$20.60 <u>\$23.55</u>	\$824.00 <u>\$824.25</u>
Accountant	\$25.87 <u>\$29.57</u>	\$1,034.80 <u>\$1,034.95</u>
Assistant Town Clerk	\$21.63 <u>\$24.72</u>	\$865.20
Assistant Planner	\$25.68 <u>\$29.35</u>	\$1,027.20 <u>\$1,027.25</u>
Custodian	\$19.11 <u>\$21.84</u>	\$764.40
Circulation Services Supervisor	\$21.56 <u>25.00</u>	
Youth Librarian Services Supervisor	\$27.39	
Technical Services Supervisor	\$23.13	<u>Moved to Professional Unit</u>
Cataloguing Assistant	\$21.28 <u>22.50</u>	

Library Services Assistant	\$17.51 <u>21.50</u>	
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July 1, 2023 (3.00% increase included)

Position	Hourly Rate	Weekly Rate
Recreation Clerk	\$19.67 <u>22.48</u>	\$786.80
Administrative Clerk	\$20.69 <u>23.65</u>	\$827.60 <u>\$827.75</u>
Development Staff Clerk	\$21.51 <u>24.59</u>	\$860.40 <u>\$860.65</u>
Bookkeeper Sewer*	\$26.12 <u>29.86</u>	\$1,044.80 <u>\$1,045.10</u>
Assistant Code Enforcement Officer	\$27.58 <u>31.53</u>	\$1,103.20 <u>\$1,103.55</u>
Recreation Supervisor	\$24.68 <u>28.21</u>	\$987.20 <u>\$987.35</u>
Sports/SAFE Programmer	\$19.68 <u>22.50</u>	\$787.20 <u>\$787.50</u>
Head Custodian	\$24.94 <u>28.50</u>	\$997.60 <u>\$997.50</u>
Data Entry Clerk (Police)	\$21.22 <u>24.26</u>	\$848.80 <u>\$849.10</u>
Accountant	\$26.65 <u>30.46</u>	\$1,066.00 <u>\$1,066.10</u>
Assistant Town Clerk	\$22.28 <u>25.46</u>	\$891.20 <u>\$891.10</u>
Assistant Planner	\$26.45 <u>30.23</u>	\$1,058.00 <u>\$1,058.05</u>
Custodian	\$19.68 <u>22.50</u>	\$787.20 <u>\$787.50</u>
Circulation Services Supervisor	\$22.21 <u>25.75</u>	
Youth Librarian <u>Services</u> Supervisor	\$28.21	
Technical Services Supervisor	\$23.82	<u>Moved to Professional</u>
Cataloguing Assistant	\$21.92 <u>23.18</u>	
Library Services Assistant	\$18.04 <u>22.15</u>	

*Includes additional \$0.25 per hour stipend the Town agrees to pay Sewer Department Bookkeeper for assisting in tax collecting.

Section 2. The wages listed in Section 1 are base amounts that do not include additional payments for longevity.

Section 3. In the event any new rates or job titles are added to any unit, the Town shall negotiate wages with the Union.

Section 4. Longevity is paid as follows:

- A. Two (2%) percent after four (4) years of service.
- B. Four (4%) percent after eight (8) years of service.
- C. Six (6%) percent after twelve (12) years of service.
- D. Eight (8%) percent after sixteen (16) years of service.
- E. Ten (10%) percent after twenty (20) years of service.
- F. Twelve (12%) percent after twenty-four (24) years of service.
- G. Fourteen (14%) percent after twenty-eight (28) years of service.

Section 5. After completing the required years of continuous service, an employee's longevity payment is computed annually on his/her anniversary date, and computation is based upon his/her base annual salary. If an employee receives a salary increase in base salary, longevity is computed using his/her new annual base salary.

Section 6. At the discretion of the Town Manager, the wage and/or salary rate for newly hired or promoted employees may be up to ten percent (10%) less than the rate established in the contract for the position. In the case of a promoted employee, the Town shall pay no less than fifty percent (50%) of the difference between the employee's former pay rate and new pay rate. Upon successfully completing the requisite probationary period, the employee receives the rate established in the contract.

Section 7. During the effective period of this Agreement, the annual salaries of employees are paid weekly on Thursday through mandatory direct deposit to an approved financial institution.

Section 8. If an employee is required to perform the duties of a higher-ranking position, to fill in for an absence in excess of two (2) consecutive weeks, the employee will receive the base pay rate of the position for the period of time they are performing the duties.

ARTICLE 12 - PROBATIONARY PERIOD

Section 1. The purpose of the probationary period is to provide an opportunity for the Town to determine whether or not an employee has the abilities and attributes that will qualify him/her for regular employee status, provided, however, that employees hired prior to the effective date of this Agreement are subject to the probationary period in effect at the time of their hiring. During this probationary period, an employee may be laid off or terminated based upon the sole discretion of the Town and without regard to his/her length of service. All other provisions and protections of the Agreement will apply to probationary employees unless otherwise prohibited by state law.

Section 2. The probationary period is six (6) months from the date of hire for all other positions in existence at the time of the signing of this Agreement and covered by this Agreement.

Section 3. An employee may be retained beyond the end of his/her probationary period only if his/her Department Head and the Town Manager affirm in their written evaluation of the employee that his/her services have been found to be satisfactory.

Section 4. All employees retained after said probationary period are placed on the seniority list as regular employees.

ARTICLE 13 - RETIREMENT

Section 1. Employees are entitled to participate in the Maine Public Employees Retirement System in accordance with the requirements of the Maine Public Employees Retirement System. Participation in the Maine Public Employees Retirement System is voluntary on the part of each employee covered by this Agreement.

Employees currently participating in MainePERS may on a voluntary basis participate in the ICMA-RC in accordance with the Kittery Administrative Code, Chapter 2.20.160L.1&2. There is no employer match for voluntary participation in the ICMA plan.

Section 2. Effective July 1, 2001, the Town agreed to expand the coverage of the ICMA- RC 457

plan currently in effect. This plan is available for current employees who are not enrolled in the Maine Public Employees Retirement System and any newly hired employee who wishes to enroll in the ICMA plan instead of the MainePERS plan. The Town will match the employee's contribution into the 457 plan, up to a maximum Town contribution of six percent (6%). The Town will make a contribution to either MainePERS or the ICMA plan, but not both.

ARTICLE 14 - UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Local Union as they see fit.

Neither party may exert any pressure on, or discriminate against, any employee in regard to such matters. In this regard, thirty (30) days after the date of hire or effective date of this Agreement, whichever is later, employees will elect to join the Union or not join the Union.

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement.

If an employee chooses not to join the Union, the employee may elect to pay 80% of their current dues for representation purposes. If an employee does not elect either membership or the 80% fee for presentation, and desires representation, the employee shall pay the Union directly for the costs of representation.

ARTICLE 15 – DEDUCTION OF UNION DUES

Section 1. The Town shall deduct regular monthly dues (on a weekly basis) upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Union as to the amount for dues. The Town shall forward all such dues collected to the Secretary-Treasurer of the Union by the 10th of the following month in which deductions were made.

Section 2. The Union shall indemnify and save the Town harmless from any liability that may arise out of the Town's reliance upon any payroll deduction authorization cards presented to the Town by the Union. Such indemnification applies to damages that are sustained as a result of procedural errors or due to reason of mistake of fact that was in the control of or the responsibility of the Union.

ARTICLE 16 – UNION ACTIVITIES

Any employee who is a member of the Union and who acts in any official capacity whatsoever on behalf of the Union will not be discriminated against for his/her acts as a member of the Union so long as such acts do not interfere with the conduct of the Employer's business and are in conformance with the requirements of this Agreement, nor will there be any discrimination against any employee, by the Town or the Union, due to his/her membership in the Union and activities on behalf of the Union, or as a result of his/her lack of membership in the Union or lack of participation in the Union's activities.

ARTICLE 17 – IDENTIFICATION FEES

Should the Employer find it necessary to require employees to carry personal identification, such

requirement will be complied with by the employees. The cost of such personal identification is borne by the Employer.

ARTICLE 18 – SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by the final decision of any tribunal of competent jurisdiction, or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its supplements are not affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for said article or section.

ARTICLE 19 – NON-DISCRIMINATION

It is the policy of the Town not to discriminate against any applicant or employee because of race, religion, color, age, sex, sexual orientation, national origin, ancestry, genetic information or physical or mental disability in the selection, placement, compensation, training and advancement of employees. The Town Manager is the designated person responsible for the enforcement of this non-discrimination policy.

ARTICLE 20 – HOLIDAYS

Section 1. The following holidays are paid holidays for all employees covered by this Agreement:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Patriot's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Eve (Half Day)
13. Christmas Day
14. New Year's Eve (Half Day)

Section 2. If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged with a vacation day for the observed holiday.

Section 3. Any holiday falling on a Saturday will be observed on the preceding Friday, and any holiday falling on Sunday will be observed on the following Monday for those who work Monday through Friday.

Any holiday falling on Friday will be observed on the preceding Thursday, any holiday falling on Sunday will be observed the following Monday, and any holiday falling on Saturday will be converted to a personal day for those employees who work Monday through Thursday. The converted personal day must be used in accordance with Article 22.

Any holiday falling on Sunday or Monday will be converted to a personal day to be used in accordance with Article 22 for those employees who work Tuesday through Saturday. Sunday and Monday holidays in December that are converted to personal days may be carried over into the following calendar year. Upon ratification of the 2021-2024 Agreement, any existing "holiday hours" will be banked and must be used by June 30, 2024.

ARTICLE 21 - HOLIDAY PAY

Section 1. In the event an employee, who is entitled to overtime pay, is ordered in to work and works any recognized legal holiday, as listed in this Agreement, he/she receives his/her regular holiday pay based upon the normal work day ~~of eight (8) hours (if said employee works Monday through Friday) or upon the normal work day of ten (10) hours (if said employee works Monday through Thursday)~~ at his/her normal straight-time rate of pay, plus overtime for actual hours worked, at the rate of one and one-half (1 1/2) times his/her normal straight-time rate of pay, but the receipt of said overtime pay is contingent upon his/her meeting the following conditions:

- 1) The employee is on authorized paid status the days immediately preceding and following said holiday.
- 2) The employee has accumulated ~~forty (40)~~ 35 hours during the pay period in which the holiday occurs.

An employee not working the recognized legal holiday receives his/her normal, straight-time rate of pay for said day based upon the normal work day ~~of eight (8) hours (if said employee works Monday through Friday) or ten (10) hours (if said employee works Monday through Thursday)~~, provided the employee is in an authorized paid status the days immediately preceding and following said holiday.

Section 2. An employee may elect to take another day off with pay, in lieu of receiving additional holiday pay, at a mutually agreed upon time, provided that the Town may impose reasonable limitations upon any such election arising out of manpower and workload requirements of the Town and the availability of qualified, replacement personnel.

ARTICLE 22 – PERSONAL DAYS

Employees are entitled to 3 personal days each calendar year. With the approval of the Department Head, employees are eligible to take their personal days. Personal days must be taken during the year they are accrued and will not be carried over excepted as provided in Section 3 of Article 20. Personal days may be taken in hourly increments.

ARTICLE 23 - INSURANCE

Section 1. The Town shall contribute to the Allegiant Care ("Allegiant") or its actuarial equivalent (equivalency is subject to mutual Agreement) eighty-five (85%) percent of the total premium for family, two person or single coverage per month, payable at the office of Allegiant monthly on the fifth day of the month following the month in which due. The employees shall contribute the remaining fifteen (15%) percent each month through weekly payroll deductions. In years 2 and 3 of this Agreement, any premium increases from Allegiant of more than two (2%) percent shall be shared equally between the Town and the employee. (Example: 3% increase to the policy would result in 2% being affected by the 85/15, 1% is split equally. The above listed Town contribution represents the Town's maximum percentage payment and the employee's maximum percentage payment is twenty (20%) percent. The

Town is responsible for remitting the employer and employee shares of the premium on a monthly basis to the Trust. In addition, Allegiant shall endeavor to offer multiple plan designs for the employees' option within the term of this Agreement.

The liability of the Town will not exceed the above amounts together with any and all delinquency and interest charges.

The Town agrees that its Agreement hereunder constitutes an obligation for the sums herein provided directly to Allegiant, and further that the Town will be bound by the terms and provisions of the Trust Indenture of Allegiant and any and all amendments thereto, as well as applicable rules and regulations from time to time promulgated by the Trustees thereto.

The Town is not responsible for the administration of the Plan and is held harmless for any claims made against Allegiant.

Section 2. The Town shall provide Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share, plus the employee's share, of Maine Public Employees Retirement System (MainePERS) for as long as the employee remains out of work due to the work-related injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS will be prorated. If the injury or illness qualifies as FMLA, the employee will be notified they are being placed on FMLA. Employees may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wage in order to make themselves whole. This includes any waiting period that may exist under the Maine Workers' Compensation Statute.

Section 3. Disability/Life/Accidental Death and Dismemberment Insurance: Disability, life, and accidental death and dismemberment insurance shall be provided by the Town for all full-time employees. The Town shall assume the cost for all full-time employees. Primarily, the plan will provide for fifty-two (52) weeks of benefits commencing on the thirty-first (31st) day following an accident or sickness. The life insurance benefit equals the employee's annual salary rounded to the next highest \$1,000.00.

Section 4. The Town will pay the monthly health insurance premium for the single person level of coverage for any unit member who retires from the Town of Kittery after having worked for the Town of Kittery for a minimum of fifteen (15) years and having met the age and/or years of service requirements contained in the MainePERS policy currently in effect for that particular employee. Should the retiree choose to elevate the health insurance coverage level to a two-person coverage plan or family coverage plan, the retiree will be responsible for any additional premiums owed to the insurance provider. The additional payments are made to the Town on a monthly basis. The Town will forward all required payments to the insurance carrier on behalf of the retiree. Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be converted to the Medex 2 supplement plan through Allegiant, or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2 supplement plan Allegiant, or a comparable plan. Any additional premiums required for spousal conversion to a companion plan are the responsibility of the retiree.

In the event that it becomes necessary to change insurance providers, the Town will ensure that there is no lapse of coverage of the retiree, and that the new coverage level will be comparable to the existing level of coverage.

The fifteen-year minimum service requirement applies only to any employee hired after May 1, 2004.

Section 5. The Town agrees to provide the employees with the opportunity to participate in a Flexible Spending Account (FSA) under Section 125 of the IRS rules, which will include the employee paid portion of the qualified insurance programs. The Town will contract with a professional firm to provide administration for the FSA. Employees may choose to enroll in the debit card program; however, employees will be responsible for the debit card's annual fee.

ARTICLE 24 - SOCIAL SECURITY

Section 1. The Town agrees to pay its required Social Security premium in accordance with provisions of the Agreement between State Agency and Political Subdivision of the State of Maine for the purpose of extending Social Security benefits to the employee of such Political Subdivision and its subsequent amendments which Agreement was entered into between the Maine State Retirement System and the Town in 1952.

ARTICLE 25 - TRAVEL

Section 1. The Town agrees that employees furnishing their own vehicles for transportation directly related to their work will be paid mileage at current mileage reimbursement rate established by the IRS. To be eligible for such payments, a municipal vehicle may not be available to the employee, and therefore an employee must use his/her personal vehicle while on the job.

ARTICLE 26 - BULLETIN BOARDS

Section 1. The Town shall make available bulletin board space for the use of the Union at each work location where bulletin boards are presently provided for the purpose of posting bulletins, notices, and other materials. The posting of any Union materials is restricted to such bulletin board space only, except that, in each work location where bulletin board space is not provided for the Union, the Town shall designate an appropriate alternative space where such materials may be posted.

Section 2. In no instance may the Union post any material that is profane, obscene, or defamatory to the Town, its representatives, or any individual, or which constitutes campaign material between competing employee organizations, if it is determined that the posting of such material would violate any obligation of the Town for neutrality. The Union is solely responsible for the accuracy and ethical standards of any material posted pursuant to this article.

Section 3. The Town reserves the right, upon consultation with the Union, to remove any materials that do not relate to Union business or which are in violation of this article.

Section 4. All posted Union materials must be signed by an authorized representative of the Union.

ARTICLE 27 - SEPARATION OF EMPLOYMENT

Section 1. Upon separation of employment and prior retirement, the Employer shall pay the employee full face value of all accrued vacation, holiday, and compensatory time on the payday in the week following such separation.

ARTICLE 28 - RESERVE SERVICE LEAVE

Section 1. Leaves of absence will be granted to employees who are active in the National Guard

or a branch of the Armed Forces Reserve for the purpose of fulfilling their training obligations and/or responding to any civil disorder. Written notification for leaves of absence for such purposes will be made to the Town Manager as soon as possible after the employee's receipt of orders.

Section 2. If an employee is granted a leave of absence for the purposes herein set forth and if his/her daily rate of compensation for such government service is less than the gross daily rate that he/she would have earned had he/she been providing service to the Employer, then the Town shall pay the employee the difference between the pay rates.

Section 3. The employee utilizing reserve leave shall furnish the Town with an official statement of reserve service pay received and reserve service time served.

Section 4. For the purpose of this section, the phrase "daily rate of compensation" is defined as the employee's normal, daily straight-time rate of pay, and does not include overtime or call-in time.

ARTICLE 29 - MILITARY LEAVE

The Town agrees to provide all benefits as required by the Selective Service and Training Act and any other applicable laws then in effect.

ARTICLE 30 - LEAVE WITHOUT PAY

Section 1. An administrative or special leave may be granted to an employee, with approval by the Town Manager, for the purpose of settling the estate of a member of the immediate family, for educational purposes when such education will foster a systematic improvement of the knowledge and/or skills required in the performance of his/her work, for illness or injury when such leave extends beyond the employee's earned sick leave days, and for other reasons that may be beneficial to the employee and the Town.

Section 2. All such leave is without pay, does not disrupt the normal operations of the employee's department, and is specific as to its duration, with 12 weeks, being the maximum duration. Any leave which falls under FMLA will be subject to the Town of Kittery's FMLA policy.

Section 3. The employee is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the Town Manager prior to its expiration. Failure on the employee's part to return to work upon the expiration of an approved leave without having made prior arrangements for an extension of said leave is deemed a resignation from Town employment.

Section 4. All applications for leave without pay must be in writing and must specifically state the reasons for such application and the length of time requested. Should the reason be for illness or injury, such request must be substantiated with a physician's statement, and the cost of such statement will be paid by the employee.

Section 5. All leave without pay is subject to the condition that the Town Manager may cancel the leave for just cause at any time upon prior written notice to the employee that specifies a reasonable date of termination of the leave and the reason for such cancellation.

Section 6. Upon application of an employee who has exhausted his/her paid sick leave time, a leave of absence without pay may be granted by the Town Manager for a period of disability, due to sickness or injury, the first time that a request is made for the same illness. The Town Manager may, from time to time, require that the employee submit a certificate from the attending physician certifying the need for continued leave. In the event of a failure or a refusal to supply such a certificate, the Town

Manager may cancel such leave and require the employee to report for work on a specified date. Should the employee fail to report as required, his/her employment may be terminated.

Section 7. An employee is eligible to request an unpaid leave upon the completion of one (1) year of continuous employment.

Section 8. Time spent on leave of absence without pay is not credited toward vacation leave and sick leave, and an employee on paid leave of absence without pay is not eligible for holiday pay. An employee on leave of absence without pay will have to pay for his/her own health insurance premiums and any other benefit deducted from their regular paycheck.

ARTICLE 31 - SICK LEAVE

Section 1. Sick leave is accumulated at the rate of one (1) day per month to a maximum of one hundred fifty (150) days; said accumulation could be applied to retirement, as permitted by the Maine Public Employees Retirement System. The remaining days will be given as early retirement. At the end of the calendar year (December 31), all sick leave over one hundred fifty (150) days will be given back and the Town will pay fifty (50%) percent of the face value, at the employee's normal rate of pay for the days that were given back. All employees with "banked" sick days are grandfathered and such time may not be forfeited. There will be no sick leave pay out for employees hired after July 1, 2014.

Section 2. Employees who retire or resign from the Town (after a minimum of ten (10) years of continuous service) and who have accrued vacation and sick leave time to their credit at the time of such resignation or retirement will be paid the wages equivalent to the vacation and sick leave. Sick leave payment is made only when separation is in good standing. There will be no sick leave buy back for employees hired after July 1, 2014.

Section 3. Qualified employees are eligible for paid sick leave from and to the extent of their unused, accumulated, paid, sick leave credits in the following situations:

- A. When it is established to the Town's satisfaction that the employee is incapacitated and cannot safely perform the employee's duties due to sickness, pregnancy, or injury.
- B. When it is established that, due to exposure to a contagious disease, the health of others would be affected by attendance at work. A physician's statement recommending absence from work is required.
- C. When it is established that an illness exists in the immediate family of the employee, and then for such periods as the attendance of the employee is necessary. The term immediate family is defined as including spouse, domestic partner, children, grandchildren, parents, mother-in-law or father-in-law, domiciled with the employee. In addition, immediate family also includes other relatives domiciled with the employee.
- D. Employees will be allowed to utilize up to ~~forty (40)~~ 35 hours of sick time to care for their spouse, parents or children who are not domiciled with the employee.

Section 4. If an employee is absent for more than three (3) consecutive days, or in the case of suspected abuse, the Employer may require medical proof for said sick leave, in which case the employee involved may be required to provide a written statement from his/her physician certifying the necessity for said absence, and the ability of the employee to return to work and perform the required functions of

the employee's duties.

Section 5. In order to qualify for sick leave payments, an employee must notify his/her Department Head, or, in the Department Head's absence, the Department Head's designee, not later than the employee's normal starting time, on the first day of the absence. In addition to the above, the employee, if absent three (3) or more consecutive days, is required to provide a physician's statement, and will notify his/her department head when his/her physician has cleared him/her to return to work. An employee is required to provide at least 30 days' notice, whenever such leave is foreseeable.

Section 6. No employee will be reimbursed for outstanding sick leave if the employee is discharged by the Town. Nothing in this section will impair the parties or an arbitrator in crafting a settlement arrangement following a grievance.

Section 7. Whenever sick leave payments are made under this article, the amount of such payments/hours is deducted from the employee's unused, accumulated sick leave.

Section 8. In the event the employee is temporarily disabled to the extent that the employee is unable to perform all of the duties and functions normally required of the employee, the Town Manager, in his/her judgment, may approve the employee returning to work on a limited duty basis. It is understood and agreed that the Town Manager has the sole and complete discretion and authority to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

Section 9. Falsification of evidence in substantiating sick leave is cause for disciplinary action.

Section 10. In the event of death of an employee with more than ten (10) years of service, the Town shall pay to the employee one hundred percent (100%) of the employee's accumulated unused sick leave. There will be no sick leave pay out for employees hired after July 1, 2014.

ARTICLE 32 - BEREAVEMENT LEAVE

Section 1. An employee may be excused from work for up to five (5) days of work, due to a death in his/her immediate family, without loss of pay or other benefits. The term "immediate family" means spouse, domestic partner, parents, step-parents, children, step- children, brother, sister, grandmother, grandfather, mother-in-law, and father-in-law. Up to three (3) days of leave may be granted for the death of other relatives, upon approval of the Town Manager.

Section 2. During this absence, an employee will be paid at his/her regular base rate of pay for the scheduled hours of work missed. ~~Not more than eight (8) hours per day may be paid under this article.~~ It is intended that this time be utilized for the purpose of handling necessary arrangements for and attendance at the funeral.

Section 3. An employee wishing to utilize bereavement leave shall notify the Department Head or the Town Manager by e-mail or phone call and said request shall indicate the number of days requested and the reason for said request.

Section 4. In the event of an employee's death, representative employees, determined mutually by the Town Manager and the Union, may utilize leave without pay for the purpose of attending the funeral.

ARTICLE 33 - VACATION

Section 1.

- A. Town employees do not receive extra pay in lieu of utilizing vacation leave.
- B. The vacation calendar for all Town employees is from January 1st to December 31st. A maximum of ~~40~~35 hours of vacation may be saved from one year to the next. Additional hours may be carried over with approval of the Town Manager.

Section 2. Entitlement to vacations under this article is determined as of the employee's anniversary date of each year.

- A. Employees will receive ~~forty (40)~~35 hours of vacation upon completion of probationary period, and an additional ~~35~~ ~~forty (4)~~ hours of vacation upon completion of one (1) year of continuous service.
- B. Employees who have completed more than one (1) year of currently continuous service, but less than five (5) years will receive ~~eighty (80)~~ 70 hours of annual vacation leave.
- C. Employees who have completed five (5) years of currently continuous service, but less than ten (10) years, will receive ~~one hundred and twenty (120)~~105 hours of annual vacation time.
- D. Employees who have completed ten (10) years of currently continuous service, but less than fifteen (15) years, will receive ~~one hundred and sixty (160)~~ 140 hours of annual vacation leave.
- E. Employees who have completed fifteen (15) years of currently continuous service, but less than twenty (20) years, will receive ~~one hundred and eighty five (185)~~162 hours of annual vacation leave.
- F. Employees who have completed twenty (20) years or more of currently continuous service will receive ~~two hundred (200)~~ 175 hours of annual vacation leave.

Section 3. In the event that an employee covered under this Agreement dies during the term of this Agreement, his/her accrued vacation credits, if any, shall be paid by the Town, in equivalent wages, to the employee.

Section 4. In the event of the dismissal of an employee for cause, or if an employee voluntarily leaves, or retires from his/her employment, said employee is entitled to vacation pay for all unused vacation earned.

Section 5.

~~A. A day of vacation pay as provided for in this article equals eight (8) hours of pay (if said employee works five (5) eight (8) hour days) or ten (10) hours of pay (if said employee works four (4) ten (10) hour days) at the employee's regular straight time rate of pay at the time that the employee takes his/her vacation.~~

~~B.~~A. The Employer shall determine the number of employees who can be assigned for

vacation purposes at any one time, provided, however, that any such determination is based upon the anticipated manpower and work load requirements of the Town.

C.B. A seniority list will be posted not later than January 15th of each calendar year, and all employees shall indicate, prior to April 15th of that calendar year, the dates on/during which they desire to take their eligible vacation leave. In the event that two (2) or more employees desire the same vacation date(s) and it is determined by the Town Manager that both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternate dates for his/her vacation. A final vacation list indicating those dates agreed upon shall be prepared by the Town Manager and posted no later than May 15th of any calendar year.

Section 6. In the event that an employee does not select a vacation period prior to April 15th, he/she is permitted to select a vacation period from the available remaining dates. If two (2) or more employees have failed to make selections by April 15th, their selections will be made on a first come, first served basis.

Section 7. The Town will make every effort to see that employees who have scheduled their vacation time receive it when scheduled; but due to unforeseen required work or other emergency situations, if the employee is unable to take his/her vacation during the assigned period, the Town Manager shall make every effort to reschedule a vacation period convenient and agreeable to the employee and the Town in the calendar year in which the employee's vacation period was assigned.

Section 8. A newly hired employee becomes eligible to utilize accrued vacation leave upon the successful completion of six (6) months of continuous employment. Employment begins on an employee's first full day on the job, and time on layoff, suspension, or leave without pay is not counted in determining the date of completion of a full month or a full year of employment.

ARTICLE 34 - USE OF FACILITIES

Section 1. The Town shall provide to the Union use of appropriate rooms for meetings of employees and representatives of Union, provided that the following conditions are met: Rooms must be reserved in advance. Such meetings must be held during non-working hours. Meetings of regular Town boards, commissions, and committees receive preference in the scheduling of the use of rooms.

Section 2. The business agent, stewards, and secretary of the Unit are permitted to use, in conjunction with their Union duties, Town telephones to which they normally have access for non-toll or toll-free calls.

Section 3. The Town shall provide all members of the Unit with one (1) free annual pass to Fort Foster.

Section 4. The Town shall provide all employees with a free annual Kittery Community Center membership.

ARTICLE 35 - EMPLOYEE DEVELOPMENT AND TRAINING

Section 1. To the extent made possible through the annual allocation of budgeted funds, the Town will attempt to provide funding for training that is directly related to the duties of an employee's job.

Section 2. An employee wishing to attend a training course or seminar shall make a written request to the Town Manager to do so, and said written request will include, at a minimum, the date, time and length of the training; the location of the training; the tuition/registration cost and other costs associated with attendance; the reason(s) that said training would prove beneficial to the Town and to the employee.

Section 3. Complete and final authority rests with the Town Manager to review, and upon completion of said review, to approve or deny said requests for training.

ARTICLE 36 - PROTECTION OF EMPLOYEES

Section 1. No employee will suffer a reduction in existing salary for a period of one (1) year as a result of reclassification or reallocation of his/her position.

Section 2. It is agreed that all employees will have clean, dry, heated areas, as now exist, in which to eat their lunches.

Section 3. Absence for the purpose of attending court as a witness on behalf of the Town, or for jury duty, is not chargeable as leave and will not result in loss of pay. When called to perform these civic duties, the employee will promptly notify the Employer and submit a copy of the official summons for jury duty or witness service as far in advance as possible prior to the beginning of such service. Upon completion of such service, the employee will present to the Employer written evidence of the time served on such duties. The employee will turn over to the Town any jury fee, but will keep any travel pay.

Section 4. The Town shall pay the reasonable cost of the repair or replacement of an employee's clothing that is damaged or destroyed while working. Payment will not be made for the repair or replacement of the above items if due to negligence on the employee's part.

ARTICLE 37 - PERSONNEL FILES

Section 1. Upon request to the Human Resources Manager, an employee is permitted, at any reasonable time during normal working hours, to review the materials in his/her personnel file. He/she is allowed to have placed in such file a response to anything contained therein that he/she considers to be adverse.

Section 2. Upon request to the Human Resources Manager, an employee will be provided with and internal copy of any or all materials in his/her personnel file. Should a subsequent request be made for a copy of the same materials, an employee will be charged the current cost per page for copying materials for the general public.

Section 3. Copies of all materials to be placed in an employee's personnel file will be given to such employee simultaneously with placement in the personnel file.

ARTICLE 38 - LEAVE WITH PAY FOR NEGOTIATIONS

One Unit member designated by the Union is granted administrative leave with pay to that individual Town employee so designated by the Union to participate in the collective bargaining meeting(s), mediation proceedings, fact-finding, and/or arbitration proceedings. The Union shall give a twenty-four (24) hour notice to the Town's negotiator whenever a Town employee who is a bargaining unit member is required to attend any meetings.

ARTICLE 39 - MANAGEMENT RIGHTS

The parties hereto recognize and agree that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations and personnel covered under this Agreement are vested in the Employer, in a full unrestricted manner, as provided by the laws of the State of Maine and the Town of Kittery.

ARTICLE 40 - COPIES OF AGREEMENT

The Town shall have this Agreement reproduced and shall furnish one copy to each member of the bargaining units with the Union as soon as practicable following final agreement by the parties upon the terms and conditions of this Agreement.

ARTICLE 41 - DURATION OF AGREEMENT

Section 1. This Agreement is effective as of July 1, 2021, and it remains in full force and effect until June 30, 2024. It is automatically renewed from year to year thereafter unless either party notifies the other, in writing, at least one hundred and twenty (120) days prior of the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations begin no later than sixty (60) days prior to the anniversary date. This Agreement remains in full force and be effective during the period of negotiation and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

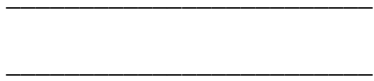
Section 2. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which may not be before the anniversary date set forth in the preceding paragraph.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time to the termination or automatic renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set forth hands and seals this ____ day of _____ to be effective as of July, 1, 2021.

Town of Kittery

Teamsters Local Union No. 340
Affiliated with the International
Brotherhood



AGREEMENT BETWEEN
TOWN OF KITTERY

And

TEAMSTERS LOCAL UNION NO. 340

Affiliated with the International Brotherhood of Teamsters

for the

Public Works Department Except Wastewater

FROM: July 1, 2021

THROUGH: June 30, 2024

[AMENDED: January 1, 2023](#)

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This Agreement is entered into between the TOWN OF KITTEERY, MAINE, hereinafter referred to as the "TOWN" and TEAMSTERS LOCAL UNION NO. 340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, Chapter 9-A MRSA 961 through 974, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the Public Works Driver/Laborer, Driver/Laborer II, Light Equipment Operator, and Mechanic/Operator for the purpose of negotiating salaries, wages, hours and other conditions of employment for all its eligible employees within the bargaining unit in the Department, as provided in accordance with the Municipal Public Employee Labor Relations Act.

ARTICLE 3 - HOURS OF WORK

The basic work week for employees under this contract may be no more than ~~forty (40)~~35 hours per week.

The work schedule consists of consecutive days as scheduled by management. There may be no change in the highway division's five (5) consecutive ~~eight (8) hour~~ days, Monday through Friday. The work schedule for the Resource Recovery Center (Transfer Station) will consist of five (5) consecutive ~~eight (8) hour~~ days, Tuesday through Saturday.

For the purposes of vacation, sick, bereavement, personal, and holidays, the average work day will consist of 7 hours.

The payroll week starts at 12:01 a.m. on Monday and finishes at 12:00 midnight the following Sunday.

Compensatory Time

Employees who are required to work more than ~~forty (40)~~35 hours within a payroll week have the option of taking compensatory time in lieu of receiving overtime pay. An employee must indicate to the Employer during the work week in which the overtime is earned whether or not he/she wishes to receive overtime or wishes to take compensatory time in lieu of receiving overtime pay. Compensatory time must be taken at a time that is mutually agreeable to the Employer and the employee. Accrued compensatory time may not exceed a maximum of 80 hours for each employee.

Overtime Compensation

Employees required to work in excess of ~~forty (40)~~35 hours per week will be compensated at one and one-half (1 ½) times the individual's rate of pay. For the purpose of computing overtime, any paid status will count as hours worked. Paid time status consists of regular work, sick leave, vacation time, holidays and when on paid administrative leave.

Highway Division employees will be paid the one and one-half (1 ½) rate after ~~eight (8)~~7 hours worked between November 15th and April 15th, providing two people remain on duty.

Snow and Ice Storm Break

Employees are to be allowed to go home for a meal during snow or ice storms in lieu of scheduled twenty (20) minute break at Town Garage provided the employee punches out with permission of Foreman. Any time in excess of twenty (20) minute break will not be paid time.

Working in Excess of 24 hours

Upon completion of a snow, ice or emergency event with a duration in excess of twenty-four (24) hours, all non-essential employees may be released, upon completion of their work duties, for the remainder of the regular work day schedule, without penalty or use of paid time-off. Employees will not be required to report to work for 12 hours following being released, without penalty or use of paid-time-off. Employees may be recalled if necessary for public safety. If recall occurs during the normal work schedule day, Call Back Time (Article 39) does not apply. Resource Recovery Facility operations are non-essential for the purposes of this section.

ARTICLE 4 - CLOTHING ALLOWANCE

The Town agrees that all employees covered by this Agreement will be outfitted with protective and safety equipment deemed necessary for regular performance or selected duties at no cost to the employee. Regular performance equipment may include foul weather gear, mud boots, safety goggles, hard hats with liners, hearing protections, respirators and dust masks, and gloves. Selected duty equipment may include chain saw boots, chainsaw chaps, full-face shield protection, two-way radios, and road tools. These items will be signed for when received by employees and returned when an employee leaves employment with the Town. Replacement will be issued on an as needed basis.

A yearly clothing allowance in the amount of \$600 will be paid on the first payroll of July each year, in a separate check from the Employee’s weekly payroll check, for the purchase of work boots that meet ANSI standards, and for the purchase and replacement of appropriate and suitable work clothes. Upon ratification of the 2021 – 2024 Agreement, the clothing allowance will be paid in accordance to the following table:

July 2021 (PAID)	January 2022	July 2022	July 2023
\$400	\$200	\$600	\$600

Newly hired employees will receive 50% of the clothing allowance upon completion of their probation, and the remaining 50% upon completion of 1 year of service, and then on the first payroll of July each year thereafter.

ARTICLE 5 - DEFECTIVE EQUIPMENT

The Employer may not require employees to take out on the streets or highways any vehicle that is not in safe operating condition.

Any defect shall be mutually agreed to by both employee and management, after inspection.

Any disagreement may be subject to the grievance procedure.

ARTICLE 6 - STRIKES AND LOCKOUTS

All disputes between the parties must be settled in accordance with the Grievance Procedure set forth in this Agreement and there may be no strikes, slowdowns or cessation of work by the employees, or lockouts by the Employer during the term of this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute which may arise under the interpretation or application of this Agreement. Any grievances arising between the Town and the Union or an employee represented by the Union, must be settled in the following manner:

Step 1. The aggrieved employee(s) must present the grievances to the Steward or the Alternate within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except a ninety (90) day time limit applies in case of violation of wage provisions of this Agreement. The Steward or Alternate shall take up the grievance with the Department Head within five (5) working days; the grievance must be in writing. If the Steward and the Department Head have not resolved the grievance within five (5) working days after the meeting between the grievant, Steward and the Department Head, the Steward shall submit such grievance in writing to the Union Business Representative.

Step 2. The Business Representative shall then take the matter up with the Town Manager, or his/her designee within ten (10) working days after such meeting, fifteen (15) working days if economic issues are involved. The Town Manager shall render a decision of the grievance.

If the Union is not satisfied with the decision of the Kittery Town Manager, then they may file a request with the Federal Mediation and Conciliation Service for arbitration of the grievance. The parties may elect to choose a mutually agreeable arbitrator.

The decision of the Arbitrator is final and binding on the parties and the Arbitrator will be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.

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.

Section 2. The time limit for the processing of the grievances may be extended by written consent of both parties.

Section 3. All grievances must be initiated not later than thirty (30) days after the occurrence of the event if economic issues are involved.

ARTICLE 8 - DISCIPLINARY PROCEDURES

The Employer may adopt changes to departmental rules and/or work regarding discipline and/or work which will be posted during the duration of this Agreement.

All suspensions, demotions and discharges must be for just cause (including but not limited to violations of any rules adopted as provided above) and written notice of the reasons for suspension, demotion or discharge must be stated in writing, to the employee affected, within five (5) working days after the effective date of the action.

ARTICLE 9 - SENIORITY

Section 1. A seniority list must be established naming all the highway employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority is based

upon the employee's last date of hire. Seniority, for the purpose of this Agreement, means length of continuous service only; is a major factor in all matters affecting layoff, recall and vacation preference, provided all other qualifications are equal.

Section 2.

- A. In the event it becomes necessary for the Town to lay off employees for any reason, employees in the impacted position category, Mechanic/Operator/Driver/Laborer (I and II), and Light Equipment Operators, will be laid off in the inverse order of their seniority in the position. All affected employees must receive a two (2) calendar week advance notice of layoff and the Town must meet with the affected employees prior to the actual occurrence of layoff. Employees are recalled from layoff according to their seniority. No new employees may be hired until all employees on layoff status have been afforded recall status.
- B. For a period of one (1) year after layoff, employees must be recalled from layoff according to seniority by certified mail, to the last known employee's address. It is the responsibility of laid off employees to furnish any change of address to the Employer for recall notices.

Section 3. The seniority list will be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Department bulletin board. Corrections to the seniority list will be made within thirty (30) days after such posting. After such thirty (30) day period, the seniority list is deemed correct. An updated list will be made each year on July 1. A copy of the list will be sent to the Local Union No. 340 by the Union Steward.

ARTICLE 10 - DISCHARGE OR SUSPENSION

Section 1. The Employer retains the right to discharge or suspend any employee for just cause. In all cases involving the discharge or suspension of any employee, the Town shall immediately notify the employee in writing of his/her discharge or suspension and the reason therefor. Such notice will also be given to the Steward within forty-eight (48) hours from the time of the discharge or suspension.

Section 2. In respect to discharge or suspension, the Town shall give at least one (1) warning notice of the specific complaint against the employee in writing and a copy of the same to the Union and the Steward, except that no warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty, drunkenness or drinking and/or the use of non-prescribed drugs while on duty, or insubordination. The warning notice, as herein provided, may not remain in effect for a period of more than six (6) months from the date of the occurrence upon which the complaint and warning notice are based.

Section 3. Any employee discharged must be paid in full for wages owed him by The Town, including earned vacation pay, if any, within five (5) working days from the date of the discharge.

Section 4. A discharged or suspended employee must advise the Town and the Union in writing, within five (5) 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 will then be handled in accordance with the grievance procedure set forth in this Agreement, starting with Step 2.

ARTICLE 11 - WAGES

Employees are to be placed on a pay scale according to years of service and move accordingly. When promoted to a higher classification, employee will keep same seniority step.

July, 1, 2021 (3 % increase)

Position	Start	12 Months	24 Months	36 Months	60 Months	120 Months
Driver/Laborer	\$18.93	\$19.57	\$20.21	\$20.89	\$21.61	\$22.37
Driver/Laborer II	\$19.85	\$20.75	\$21.42	\$22.08	\$22.83	\$23.55
Light Equip Operator	\$20.81	\$21.73	\$22.41	\$23.01	\$23.76	\$24.52
Mechanic Operator	\$24.20	\$25.31	\$25.82	\$26.49	\$27.13	\$27.80

July 1, 2022 (3% increase)

Position	Start	12 Months	24 Months	36 Months	60 Months	120 Months
Driver/Laborer	\$19.50	\$20.16	\$20.82	\$21.51	\$22.26	\$23.04
Driver/Laborer II	\$20.45	\$21.37	\$22.06	\$22.74	\$23.51	\$24.26
Light Equip Operator	\$21.43	\$22.38	\$23.08	\$23.70	\$24.47	\$25.26
Mechanic Operator	\$24.93	\$26.07	\$26.59	\$27.28	\$27.94	\$28.63

July 1, 2022 (3% increase) Reduction in hours

Position	Start	12 Months	24 Months	36 Months	60 Months	120 Months
Driver/Laborer	\$22.86	\$23.62	\$24.37	\$25.16	\$26.02	\$26.91
Driver/Laborer II	\$23.95	\$25.00	\$25.79	\$26.56	\$27.44	\$28.30
Light Equip Operator	\$25.07	\$26.15	\$26.95	\$27.66	\$28.54	\$29.44
Mechanic Operator	\$29.07	\$30.37	\$30.96	\$31.75	\$32.51	\$33.30

July 1, 2023 (3% increase)

Position	Start	12 Months	24 Months	36 Months	60 Months	120 Months
Driver/Laborer	\$20.09	\$20.76	\$21.44	\$22.17	\$22.93	\$23.73
Driver/Laborer II	\$21.06	\$22.01	\$22.72	\$23.42	\$24.22	\$24.99
Light Equip Operator	\$22.07	\$23.05	\$23.77	\$24.41	\$25.20	\$26.02
Mechanic Operator	\$25.68	\$26.85	\$27.39	\$28.10	\$28.78	\$29.49

July 1, 2023 (3% increase)

Position	Start	12 Months	24 Months	36 Months	60 Months	120 Months
Driver/Laborer	\$23.55	\$24.33	\$25.10	\$25.91	\$26.80	\$27.72
Driver/Laborer II	\$24.67	\$25.75	\$26.56	\$27.36	\$28.26	\$29.15
Light Equip Operator	\$25.82	\$26.93	\$27.76	\$28.49	\$29.40	\$30.32
Mechanic Operator	\$29.94	\$31.28	\$31.89	\$32.70	\$33.49	\$34.30

The last payroll period in April, employees will receive a twenty-dollar (\$20.00) bonus for each winter-related call-in during the previous November 15-April 15.

Employees who are not already in a supervisory position, assigned and working as Crew Chief will be paid in accordance with the following table:

July 1, 2021	July 1, 2022	July 1, 2023
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\$40 per week	\$60 per week	\$80 per week
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All employees will receive a one-time “call in” stipend in accordance with the following table:

July 1, 2021	July 1, 2022	July 1, 2023
\$160 per year	\$240 per year	\$300 per year

The “call in” stipend will be paid in a separate check from the Officer's weekly payroll check.

During the effective period of this agreement, the annual salaries of employees must be paid weekly on Thursday through mandatory direct deposit to an approved financial institution.

ARTICLE 12 - PROBATIONARY PERIOD

All appointments are made in the first instance for a probationary period of six (6) months and all new employees work under the provisions of this Agreement within which time they may be dismissed without protest. If in specific cases an extension of the probationary period is desired, the Town shall notify the Union in writing and state the reason for requesting the extension. No probationary period or extension thereof may extend beyond twelve (12) months. Any employee working an extended probationary period will be entitled to the wage of a six (6) month employee.

ARTICLE 13 - RETIREMENT

Section 1. Employees are entitled to participate in the Maine Public Employees Retirement System in accordance with the requirements of the Maine Public Employees Retirement System. Participation is voluntary on the part of each employee covered by this agreement.

Employees, actively participating in MainePERS, may on a voluntary basis participate in the ICMA-RC in accordance with the Kittery Administrative Code, Chapter 2.20.160L.1&2. There is no employer match for voluntary participation in the ICMA plan.

Section 2. Effective July 1, 2001, the Town agreed to expand the coverage of the ICMA- RC 457 plan currently in effect. This plan will be available for current employees who are not enrolled in the Maine Public Employees Retirement System and any newly hired employee who wishes to enroll in the ICMA plan instead of the MainePERS plan. The Town will match the employee's contribution into the 457 plan, up to a maximum Town contribution of six percent (6%). The Town will make a contribution to either MainePERS or the ICMA plan, but not both.

ARTICLE 14 - UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Local Union as they see fit.

Neither party shall exert any pressure on, or discriminate against, any employee in regard to such matters. Thirty (30) days after the date of hire or effective date of this Agreement, whichever is later, employees shall elect to join or not join the Union.

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement.

If an employee chooses not to join the Union, the employee may elect to pay 80% of their current dues for representation purposes. If an employee does not elect either membership or the 80% fee for presentation, and desires representation, the employee shall pay the Union directly for the costs of representation.

ARTICLE 15 - CHECK-OFF AUTHORIZATION

The Town shall deduct regular monthly dues and fees (on a weekly basis) upon receipt of signed authorizations from members (copies of which are to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Union as to the amount for dues or fees. The Town shall forward all such dues and fees so collected to the Secretary-Treasurer of the Union before the tenth of the following 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 or fees and remitting the same to the Union pursuant to this Article.

ARTICLE 16 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

The Employer retains the full and unrestricted right to operate all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by the Agreement.

Any term and condition of employment, not specifically established or modified by this Agreement, remains solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 17 - MAINTENANCE OF STANDARDS

Section 1. Protection of Standards. The Employer agrees that all conditions of employment relating to wages, hours or work, overtime differentials and general working conditions will be maintained at not less than the highest standards in effect at the time of the signing of the Agreement and that the conditions of employment will be improved wherever specific provisions for improvements are made elsewhere in this Agreement. It is agreed that the provisions of this Section do not apply to inadvertent or bona fide errors made by the Employer or the Union, in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error discovery. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement. Changes in wages, benefits, and working conditions are a subject of bargaining and will be negotiated with the bargaining unit.

Section 2. Extra Contract Agreements. The Employer agrees not to enter into any Agreement or Contract with the employees covered by this contract, individually or collectively. Any such agreement is null and void.

Section 3. Workweek Reduction. It is understood and agreed that, should it subsequently be determined that any employee comes under the provisions of the Fair Labor Standards Act or any similar legislation, then as to such employees, any provisions of this Agreement that do not comply with the requirements of said statutes are to be changed so that there is no violation of the statutes. If such changes result in substantial penalties to either the employees or the Employer, a written notice shall be sent to either party requesting negotiations to change such provision or provisions as are affected. Thereafter, the Union and the Employer shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution.

ARTICLE 18 - SUPERVISORY PERSONNEL

Supervisory personnel will not perform any work normally done by members of the bargaining unit except in an emergency, for purposes of training, or unless all unit members are working or unavailable for duty.

ARTICLE 19 - UNION ACTIVITIES

No discrimination because of Union Activities. Any employee member of the Union acting in any official capacity whatsoever will not be discriminated against for his or her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business nor will there be any discrimination against any employee because of Union membership or activities. Every effort will be made to schedule arbitrations, fact-finding, mediation sessions and negotiations during the steward's normal work hours.

ARTICLE 20 - ACCESS TO PREMISES

Authorized agents of the Union have access to the Employer's establishment during working hours for the purpose of adjusting disputes, and investigating working conditions, and provided, however, there is no interruption of the working schedule. Prior notification of the visit will be given to the Department Head.

ARTICLE 21 - STEWARDS

Section 1. The Town recognizes the right of the Union to designate a Steward and/or Alternate. The authority of the Steward or Alternate so designated by the Union is limited to, and may not exceed, the following duties and activities: the investigation and presentation of a grievance in accordance with the provisions of the collective bargaining Agreement.

Section 2. The Steward or the Alternate has no authority to take strike action or any other action interrupting the Town's business. The Employer recognizes these limitations upon the authority of the Steward or Alternate and may not hold the Union liable for any unauthorized acts.

Section 3. The Steward is permitted to investigate and present grievances on or off the property of the Employer during regular working hours, but in no case, will such time exceed a total of two (2) hours per week for not more than one (1) representative.

No time off or leave of absence is permitted under this Article, unless the Commissioner of Public Works or Foreman determines there is sufficient manpower available for normal departmental operations.

It is understood and agreed that all employees have productive work to perform and will not leave their jobs during working hours to attend to Union matters, except as provided above.

ARTICLE 22 - IDENTIFICATION FEES

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement must be complied with by the employees. The cost of such personal identification will be borne by the Employer.

ARTICLE 23 - SEPARABILITY

If any provisions of this Agreement are contrary to any laws or a Town ordinance, such invalidity does not affect the validity of the remaining provisions of this Agreement.

ARTICLE 24 - 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, or national origin, 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 or national origin.

Section 2. The Town and the Union agree that 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 classifications, regardless of sex.

ARTICLE 25 – HOLIDAYS

The following holidays are paid holidays for all employees covered by this Agreement:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Patriot's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Eve (Half Day)
13. Christmas Day
14. New Year's Eve (Half Day)

Should any employee of the Town receive holiday pay for any days or portion of a day, in addition to the twelve (12) days prescribed, then the additional holiday pay will apply to all employees. The above language does not apply to bonafide additional holidays agreed to in other collective bargaining agreements, but rather when the Town grants additional special paid holiday time off in addition to those found in various contracts with other Town employees.

ARTICLE 26 - HOLIDAY PAY

Employees who work on an observed holiday will be paid holiday pay plus time at the rate of one and one-half (1 ½) times for all hours worked.

ARTICLE 27 – PERSONAL DAYS

Employees are entitled to 3 personal days each calendar year. With the approval of the Department Head, employees are eligible to take their personal days. One personal day will be used for the day after Thanksgiving. The two other personal days must be taken during the year earned. Personal days may be taken in half or full day increments. All employees with "banked" personal days are grandfathered and such time is not be forfeited.

ARTICLE 28 – HEALTH INSURANCE

Section 1. The Town shall contribute to the Allegiant Care ("Allegiant"), or its actuarial equivalent (equivalency is subject to mutual agreement), eighty-five (85%) percent (for grandfathered employees, the town shall contribute four (4%) percent more) of the total premium for family, two person or single coverage per month, payable at the office of Allegiant monthly on the fifth day of the month following the month in which due. The employees shall contribute the remaining fifteen (15%) percent month through weekly payroll deductions. In years 2 and 3 of this Agreement, any premium increases from Allegiant of more than two (2%) percent shall be shared equally between the Town and the employee. (Example: 3% increase to the policy would result in 2% being affected by the 85/15, 1% is split equally.) The above listed Town contribution represents the Town's maximum percentage payment, and the employee's maximum percentage payment is twenty (20%) percent. The Town is responsible for remitting the employer and employee shares of the premium on a monthly basis to the Trust. In addition, Allegiant shall endeavor to offer multiple plan designs for the employees' option within the term of this Agreement.

The liability of the Town will not exceed the above amounts together with any and all delinquency and interest charges.

The Town agrees that its Agreement hereunder constitutes an obligation for the sums herein provided directly to Allegiant, and further that the Town will be bound by the terms and provisions of the Trust Indenture of Allegiant and any and all amendments thereto, as well as applicable rules and regulations from time to time promulgated by the Trustees thereto.

The Town is not responsible for the administration of the Plan and is held harmless for any claims made against Allegiant.

Section 2. The Town agrees to provide the employees with the opportunity to participate in a Flexible Spending Account (FSA) under Section 125 of the IRS rules, which will include the employee-paid portion of the qualified insurance programs. The Town will contract with a professional firm to provide the administration for the FSA.

Section 3. Disability, life, and accidental death and dismemberment insurance will be provided by the Town for all full-time employees. The Town shall assume the cost for all full-time employees. Primarily, the plan will provide for fifty-two (52) weeks of benefits commencing on the thirty-first (31st) day following an accident or sickness. An additional life insurance benefit equal to the employee's annual salary rounded to the next highest \$1,000 is available at the employee's expense.

Section 4. In order for the employees to qualify for the retiree health, they must pay the proper amount as listed in Appendix A. The Town agrees to allow the employee to make weekly payments for up to five years. If an employee retires before the balance is paid, he/she may use any vacation or sick time due him/her upon separation to pay the balance.

The Town will pay the monthly health insurance premium of the insurance plan, in effect for the regular employees covered by this Collective Bargaining Agreement, for the single person level of coverage for any unit member who retires from the Town of Kittery, having worked for the Town of Kittery for a minimum of fifteen (15) years and having met the age and/or years of service requirements contained in the MainePERS policy currently in effect for that particular employee. Should the retiree choose to elevate the health insurance coverage level to a two-person coverage plan or family coverage plan, the retiree will be responsible for any additional premiums owed to the insurance provider. The additional payments will be made to the Town on a monthly basis. The Town will forward all required payments to the insurance carrier on behalf of the retiree. Upon reaching the age of eligibility for Medicare, the employee's health insurance

plan will be converted the Medex 2 supplement plan through Allegiant, or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2 supplement plan through Allegiant, or a comparable plan. Any additional premiums required for spousal conversion to a companion plan are the responsibility of the retiree.

In the event that it becomes necessary to change insurance providers, the Town will ensure that there is no lapse of coverage of the retiree, and that the new coverage level will be comparable to the existing level of coverage.

The fifteen (15) year minimum service requirement applies only to any employee hired after May 1, 2004.

ARTICLE 29 - SOCIAL SECURITY

Section 1. The Town agrees to pay its required Social Security premiums in accordance with provisions of the Agreement between State Agency and Political Subdivisions of the State of Maine for the purpose of extending Social Security benefits to the employees of such Political Subdivision and its subsequent amendments, which Agreement was entered into between the Maine State Retirement System and the Town in 1952.

ARTICLE 30 – WORKPLACE INJURY

Section 1. The Town shall provide Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share, plus the employee's share, of Maine Public Employees Retirement System (MainePERS) for as long as the employee remains out of work due to the work-related injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS will be prorated. If the injury or illness qualifies as FMLA, the employee will be notified they are being placed on FMLA. Employees may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wage in order to make themselves whole. This includes any waiting period that may exist under the Maine Workers' Compensation Statute.

ARTICLE 31 - BULLETIN BOARDS

The Town agrees to provide suitable space for and maintain a bulletin board in the garage. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 32 - SEPARATION OF EMPLOYMENT

Upon separation of employment, the Employer shall pay the employee all monies accrued including vacation to the employee on the payday in the week following such separation. Payment for accrued and unused sick leave is in accordance with Article 37.

ARTICLE 33 - RESERVE SERVICE LEAVE

Section 1. Leaves of absence will be granted to employees who are active in the National Guard, or a branch of the Armed Forces Reserve, for the purpose of fulfilling their training obligations and/or responding to any civil disorder. Written notification for leaves of absence for such purposes will be made to the Town Manager as soon as possible after the employee's receipt of orders.

Section 2. If an employee is granted a leave of absence for the purposes herein set forth and if his/her

daily rate of compensation for such government service is less than the gross daily rate that he/she would have earned had he/she been providing service to the Employer, then the Town shall pay the employee the difference between the pay rates.

Section 3. The employee, utilizing reserve leave, shall furnish the Town with an official statement of reserve service pay received and reserve service time served.

Section 4. For the purpose of this section, the phrase "daily rate of compensation" is defined as the employee's normal, daily straight-time rate of pay, and does not include overtime or call-in time.

ARTICLE 34 - MILITARY LEAVE

The Town agrees to provide all benefits as required by the Selective Service and Training Act and any other applicable laws then in effect.

ARTICLE 35 - LEAVE WITHOUT PAY

A regular employee may be granted leave of absence without pay when mutually agreed to by the Town Manager and the employee(s) and that it will not disrupt the normal operation of the Department and not in excess of sixty (60) days. The employee is expected to return to work upon the expiration of a granted leave or to have arranged an extension of the leave prior to its expiration. Failure on the part of the employee to return to work on the expiration of a granted leave without having arranged for an extension of leave is deemed a resignation from the service.

ARTICLE 36 - BEREAVEMENT LEAVE

An employee shall be excused from work for up to five (5) days because of death in his or her immediate family, as defined below, and be paid his or her regular rate of pay for the scheduled hours missed. ~~Not more than eight (8) hours per day will be paid under this Article.~~ It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral.

Immediate family means spouse, parents, domestic partner, step-parents, children, step-children, brother, sister, grandmother, grandfather, mother-in-law, and father-in-law.

Up to three (3) days of leave may be granted for the death of other relatives upon approval of the Town Manager.

ARTICLE 37 - SICK LEAVE

Section 1. Sick leave is accumulated at the rate of one (1) day per month to a maximum of one hundred fifty (150) days; said accumulation could be applied to retirement, as permitted by the Maine Employees Public Retirement System. The remaining days will be given as early retirement. At the end of the calendar year (December 31), all sick leave over one hundred fifty (150) days will be given back and the Town will pay fifty (50%) percent of the face value, at the employee's normal rate of pay for the days that were given back. For employees hired after July 1, 2014, there will be no sick leave buy back.

Section 2. Employees who retire, or resign, from the Town (after a minimum of ten [10] years of continuous service) and who have accrued vacation and sick leave time to their credit at the time of such separation or retirement, or resignation, are paid the wages equivalent to the vacation and sick leave. Sick leave payment is made only when separation is in good standing. For employees hired after July 1, 2014, there will be no sick leave payout.

Section 3. Qualified employees are eligible for paid, sick leave from and to the extent of their unused, accumulated, paid, sick leave credits in the following situations:

- A. When it is established to the Town's satisfaction that the employee is incapacitated and cannot safely perform the employee's duties due to sickness, pregnancy, or injury.
- B. When it is established that, due to exposure to a contagious disease, the health of others would be affected by attendance at work. A physician's statement recommending absence from work is required.
- C. When it is established that an illness exists in the immediate family of the employee, and then for such periods as the attendance of the employee is necessary. The term immediate family is defined as spouse, domestic partner, children, grandchildren, parents, mother-in-law, and father-in-law, domiciled with the employee. In addition, immediate family also includes other relatives domiciled with the employee.

Employees will be allowed to utilize up to ~~forty (40)~~³⁵ hours of sick time to care for their spouse, parents or children, who are not domiciled with the employee.

Section 4. If an employee is absent for more than three (3) consecutive days, or in cases of suspected abuse, the Employer may require medical proof for said sick leave, in which case the employee involved may be required to provide a written statement from his/her physician certifying the necessity for said absence, and the ability of the employee to return to work and perform the required functions of the employee's duties. Should the Employer require a medical statement, the Employer shall pay the portion of the cost for the visit which is not covered by medical insurance.

Section 5. In order to qualify for sick leave payments, an employee must notify his/her Department Head, or, in the Department Head's absence, the Department Head's designee, not later than the employee's normal starting time, on the first day of the absence. In addition to the above, the employee, if absent three (3) or more consecutive days, is required to provide a physician's statement, and will notify his/her department head when his/her physician has cleared him/her to return to work.

Section 6. No employee may be reimbursed for sick leave outstanding if the employee is discharged by the Town.

Section 7. Whenever sick leave payments are made under this Article, the amount of such payments/hours will be deducted from the employee's unused, accumulated sick leave.

Section 8. In the event the employee is temporarily disabled to the extent that the employee is unable to perform all of the duties and functions normally required of the employee, the Town Manager may approve the employee's returning to work on a limited duty basis. It is understood and agreed that the Town Manager has the sole and complete discretion and authority to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

Section 9. Falsification of evidence in substantiating sick leave is cause for disciplinary action.

Section 10. In the event of the death of an employee with more than ten (10) years of service, the Town shall pay to the employee one hundred (100%) percent of accumulated and unused sick leave. For employees hired after July 1, 2014, there will be no sick leave buy back.

Section 11. Nothing in this section constrains an arbitrator or the parties from crafting a settlement related to a grievance under which sick time is paid to an employee following the cessation of his/her

employment.

ARTICLE 38 - VACATIONS

Section 1. Entitlement to vacations under this Article is determined as of the employee's anniversary date of each year. A maximum of ~~40~~35 hours may be saved from one year to the next. Additional hours may be carried over with approval of the Town Manager.

- A1. Employees will receive ~~40~~35 hours of vacation upon completion of probationary period, and an additional ~~40~~35 hours of vacation upon completion of one (1) year of continuous service.
 - A2. Employees, who have completed one (1) year of currently continuous service, but less than five (5) years, receive ~~80~~70 hours of annual vacation leave.
 - A3. Employees, who have completed five (5) years of currently continuous service, but less than ten (10) years, receive ~~120~~105 hours of annual vacation leave.
 - A4. Employees, who have completed ten (10) years of currently continuous service, but less than twenty (20) years, receive ~~160~~140 hours of annual vacation leave.
 - A5. Employees, who have completed twenty (20) years or more of currently continuous service, receive ~~200~~175 hours of annual vacation leave.
- B. Town employees do not receive extra pay in lieu of taking a vacation.

Section 2.

- A. Entitlement to vacations under this Section is determined as of the employee's anniversary date of each year. Vacation is granted employees according to seniority in the Department. The vacation year is from January 1 to December 31.
- B. For seniority entitlement under this Section, employees must sign up for vacation prior to April 1st.

Section 3. In the event of dismissal of an employee for cause, or if an employee voluntarily leaves his/her employment, said employee is entitled to vacation pay for all unused vacation earned in the preceding anniversary year, but is not entitled to pro-rated vacation credits earned in the anniversary year in which the employee is dismissed or voluntarily leaves.

Employees, who are separated in good standing or retire from the Town or die, and who have accrued vacation time to their credit at the time of such separation or retirement, or death, will be paid the wages equivalent to the accrued vacation.

ARTICLE 39 - CALL BACK TIME

An employee, called back to work, receives a minimum of four (4) hours pay at one and one-half (1 ½) times the normal rate of pay for the work for which they are called back. In the event that the employee called back works in excess of three (4) hours, said hours will be paid at one and one-half (1 ½) times the normal rate.

ARTICLE 40 - LONGEVITY

- 1) Two (2%) percent after four (4) years of service.
- 2) Two (2%) percent after eight (8) years of service.
- 3) Two (2%) percent after twelve (12) years of service.
- 4) Two (2%) percent after sixteen (16) years of service.
- 5) Two (2%) percent after twenty (20) years of service.
- 6) Two (2%) percent after twenty-four (24) years of service.
- 7) Two (2%) percent after twenty-eight (28) years of service.

ARTICLE 41 - COFFEE BREAKS

The Town will provide for ~~two (2)~~ 1 fifteen (15) minute breaks, ~~one (1) in the morning and one (1) in the afternoon~~. The times and other conditions under which the coffee breaks are to be taken will be as directed by management.

ARTICLE 42 - WORKING OUT OF CLASSIFICATION

Employees, who perform appropriately documented work in a higher classification for over one (1) hour, will be compensated for at the higher classification rate. No work performed as a "helper" to an individual, who is employed in a higher classification than the helper, is to be considered as work in a higher classification.

ARTICLE 43 - PASSES

The Town of Kittery will provide the employees one (1) annual free pass to Fort Foster and one annual Kittery Community Center membership.

ARTICLE 44 – PESONNEL FILE

Personnel files are available to employees upon request. The Employer shall provide a copy of the requested personnel file within three (3) business days of request. All discipline, written warnings and reprimands will be placed in the personnel file. An employee may submit a letter disputing any warning notice, verbal or written, and have said letter placed in their personnel file.

ARTICLE 45 - DURATION OF AGREEMENT

Section 1. This Agreement is effective as of July 1, 2021, and it remains in full force and effect until June 30, 2024. It is automatically renewed from year to year thereafter unless either party notifies the other, in writing, one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations begin no later than sixty (60) days prior to the anniversary date. This Agreement remains in full force during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which may not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of _____, 2022 to be effective as of July 1, 2021.

Town of Kittery

Teamsters Local Union No. 340
affiliated with the International
Brotherhood of Teamsters

AGREEMENT
BETWEEN
TOWN OF KITTERY

And

TEAMSTERS LOCAL UNION NO. 340

affiliated with the

International Brotherhood of Teamsters

PROFESSIONAL EMPLOYEES

EFFECTIVE: July 1, 2021

EXPIRATION: June 30, 2024

AMENDED: January 1, 2023

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This Agreement is entered into between the TOWN OF KITTERY, MAINE, hereinafter referred to as the "TOWN" or "EMPLOYER," and TEAMSTERS LOCAL #340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, Chapter 9-A, M.R.S.A. 961 through 974, as amended), 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 operations.

ARTICLE 2- RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the positions listed in Article 12 – Wages, for the purpose of negotiating salaries, wages, hours, and terms of employment for all eligible employees within the bargaining unit of the Union, as provided in accordance with applicable state statutes.

ARTICLE 3 - CONTRACT ADMINISTRATION

Section 1. The Town and Union mutually acknowledge that problems can arise in the administration of a collective bargaining agreement. The Town and Union therefore agree that they shall meet periodically to confer with respect to personnel policy and practices and matters affecting working conditions. Such meetings will be held at a mutually acceptable time and date. Union representatives consist of the Business Agent and one other member, who represent all members of the Unit.

Section 2. Management will recognize the stewards and chief steward appointed by the Union. The number of stewards is one (1) per unit. The Union shall supply the Town in writing, and shall maintain with the Town on a current basis, a complete list of all authorized stewards together with the location each is authorized to represent.

Section 3. The Employer agrees that reasonable time during working hours, without charge to leave, is to be made available to the Union's officers, stewards, and chief steward while engaged in official activities. In the interest of the efficient conduct of Town business and the economical use of Town time, and in order to draw a reasonable distinction between official and unofficial activities, those activities concerned with the internal management of the Union, membership meetings, solicitation of membership, campaigning for Union offices, and the conducting of election for Union offices will be conducted outside regular working hours.

Section 4. All officers, representatives, stewards, and employees will request permission from their supervisors when they wish to leave their assigned duties for official activities. The supervisor's permission will normally be granted. Permission will also be obtained from the supervisor of any employee being contacted. The officers and stewards will report to their supervisors when they return to their assigned duties. An employee may be excused from his/her job for a reasonable period of time, without charge to leave, to discuss an appropriate matter with an official of the Union.

ARTICLE 4 - HOURS OF WORK

Section 1. The administrative work week is the period of seven (7) consecutive calendar days used as a unit in computing pay. It consists of the regularly scheduled work week and the regular days off. It is identical to the calendar work week beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday.

Section 2. The basic work week shall consist of forty (40) 35 hours, excepting the Assistant Library Director, which shall be an average of 35 ½ hours per week, or 71 hours every two weeks. ~~work week consists of four (4) consecutive ten hour days, Monday through Thursday. The Highway Foreman, Youth Program Supervisor, Community Program Supervisor, Community Center Supervisor, and Facilities Maintenance Supervisor's basic forty (40) hour work week consists of five (5) consecutive eight (8) hour days, Monday through Friday.~~ For the purposes of vacation, sick, bereavement, personal, and holidays, a day will correspond to the average number of hours per regular work day.

Section 3. The Town will provide for ~~two (2) 1~~ fifteen (15) minute breaks, ~~one (1) in the morning and one (1) in the afternoon.~~ Employees will also have a thirty (30) minute lunch that is uncompensated. Breaks may be combined or used to alter the start or end time of the work day upon mutual agreement of Management and the employee.

Section 4. Paid status consists of regular work, sick leave, vacation time, and when suspended with pay.

Section 5. Union members' scheduled working hours will not be changed to avoid the payment of overtime.

Section 6. Upon completion of a snow, ice or emergency event with a duration in excess of twenty-four (24) hours, the Highway Foreman may be released, upon completion of their work duties, for the remainder of the regular work day schedule, without penalty or use of paid time-off. The Highway Foreman will not be required to report to work for 12 hours following being released, without penalty or use of paid-time-off. The Highway Foreman may be recalled if necessary for public safety. If recall occurs during the normal work schedule day, Call Back Time (Article 4) does not apply.

ARTICLE 5 - OVERTIME COMPENSATION

Section 1. The Town agrees to make every effort to give employees as much notice as possible when overtime is required.

Section 2. "overtime compensation" is defined as one and one half (1 ½) times the employee's regular hourly base rate of pay and is paid for all approved time necessarily spent in an approved paid status in excess of forty (40) hours in any work week.

Between November 15th and April 15th, the Highway Foreman will be paid the one and one-half (1 ½) rate for additional hours worked in a day, after ~~eight (8) 7~~ hours of the normal work day are worked that day.

Section 3. Non-exempt employees are paid time and one-half (1 ½) their straight time rate of pay for all hours in excess of ~~40 35~~ hours per week. Such hours must be approved in advance by the employee's supervisor. Employees may elect to convert earned overtime to compensatory time off to a maximum accrual of 60 hours in any one year, January to December. Employees are required to use all accrued compensatory time by December 31st of each year. If a balance of accrued compensatory time remains after December 31st, the Town will pay the employee for the time at the compensation rate at which it was earned, no later than January 31st each year.

Section 4. An employee called back to work receives a minimum of four (4) hours pay at one and one-half (1 ½) times the normal rate of pay for the work for which he/she is called back. In the event that the employee called back works in excess of four (4) hours, said hours will be paid at one and one-half (1 ½) times the normal rate. This section only applies to an ordered-in situation and not to scheduled overtime. This section only applies to the Deputy Clerk, Code Enforcement Officer, Facilities Maintenance Supervisor, and Highway

Foreman.

Section 5. For those employees eligible for overtime pay, the employee must indicate to the Employer during the work week in which the overtime is earned whether or not he/she wishes to receive overtime pay for said overtime or wishes to take compensatory time in lieu of receiving overtime pay.

Section 6. The Employer agrees to make available pertinent records of overtime to the Union, upon its request, for the resolution of employees' complaints.

ARTICLE 6 - CLOTHING ALLOWANCE

The Town shall provide the Highway Foreman with protective and safety equipment deemed necessary for regular performance or selected duties at no cost to the employee. The Town will provide the Highway Foreman with an annual clothing allowance in the amount of six hundred dollars (\$600) will be paid on the first payroll of January each year, in a separate check from the Employee's weekly payroll check, for the purchase of work boots that meet the ANSI standards, and for purchase and replacement of appropriate and suitable work clothes.

A yearly clothing allowance in the amount of two hundred dollars (\$200) per year for the purchase of work boots and seasonal clothing for the Assessor, Facilities Maintenance Supervisor, and Code Enforcement Officer and will be paid on the first payroll of January each year, in a separate check from the Employee's weekly payroll check for the purchase of work boots that meet the ANSI standards, and for purchase and replacement of appropriate and suitable work clothes.

Upon ratification of the 2021-2024 Agreement, the clothing allowance for Year 1, less any amounts used to date will be paid to the eligible employees.

ARTICLE 7- SAFE WORK PRACTICES AND EQUIPMENT

Section 1. The Town and the Union recognize the Employer's responsibility to provide a safe work place.

Section 2. The Town and the Union recognize the responsibility of each employee to work in a safe manner and to follow safety rules and requirements when operating the Employer's equipment and when on the Employer's premises.

Section 3. The Town and the Union will cooperate in efforts to provide and maintain safe working conditions and to ensure that employees work in a safe manner.

Section 4. The Employer may not require employees to take out any vehicle on any street or highway, or use and operate any equipment that is not in safe operating condition.

Section 5. The Employer may not require any employee to work in a hazardous area, or with or around any hazardous materials, unless proper safety equipment and clothing are provided.

ARTICLE 8 - STRIKES AND LOCKOUTS

Section 1. All disputes between the parties to this agreement must be settled in accordance with the grievance procedure set forth in this agreement

Section 2. There will be no strikes, slowdowns, cessation of work, and/or interference with the operations or regular work of the Employer by employees during the term of this agreement, and there will be no lockouts by the Employer during the term of this Agreement.

Section 3. Employees participating in any of the acts indicated above may be subject to disciplinary action.

ARTICLE 9 • GRIEVANCE PROCEDURE

Section 1. A grievance is defined as any controversy, dispute, complaint, or misunderstanding that may arise involving the interpretation or application of a specific article or section of this Agreement. Any grievance arising between the Town, the Union, or an employee represented by the Union must be settled in the following manner:

Step 1. The employee and/or his/her/her Union representative will discuss the grievance with his/her supervisor within ten (10) working days from the occurrence of the event in an attempt to resolve the grievance.

Step 2. If the grievance is not successfully resolved at Step 1, the employee and/or his/her Union representative shall take up the grievance with the employee's Department Head within five (5) working days after the discussion with the employee's immediate supervisor. Prior to the initiation of Step 2, all grievances will be reduced to writing by the employee, specify the article and section of this Agreement at issue, and be signed by the employee. Any grievance, not meeting the above requirements at Step 2 in the grievance procedure, is waived and/or dismissed; The Department Head shall render a decision on the grievance in writing within five (5) working days after his/her discussion with the employee and/or his/her representative.

Step 3. In the event that the grievance is not satisfactorily resolved at Step 2, the employee, the Union, or its representative may then take the written grievance up with the Town Manager, as long as this is done within five (5) working days from receipt of the Department Head's decision. At this step in the grievance, the Union must identify the specific article of the contract which the Town allegedly violated. The Town Manager shall, within ten (10) working days after his/her discussion with the employee and/or his/her representative, render a written decision on the grievance.

Step 4. If the Union is not satisfied with the decision of the Town Manager, then the Union may file a request with the American Arbitration Association or the Maine Board of Arbitration and Conciliation for arbitration of the grievance within ten (10) working days from its receipt of the Town Manager's written decision. At the same time that a request for arbitration is filed, the Union shall also provide the Town Manager with a copy of the request. The decision of the arbitrator is final and binding upon the parties, and the arbitrator will be requested to issue his/her written decision within thirty (30) days of the conclusion of testimony and final arguments.

Section 2. Expenses for the arbitrator's services and for the proceedings are borne equally by the Town and the Union. Each party is responsible, however, 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 a copy available without charge to the other party.

Section 3. The arbitrator has no authority to add to, subtract from, change, or modify any provision of this agreement, but is limited solely to the interpretation and application of the specific provisions contained herein.

Section 4.

- A. An employee has the right to represent himself/herself at all steps in the grievance procedure short of arbitration.
- B. Union has the right to be present at any grievance step meeting and receive copies of written determinations, if any, at all steps. No resolution of grievances may be inconsistent with the provisions of this Agreement.
- C. Any grievance involving two or more employees may be initiated and processed jointly, as long as said written grievance indicates and is signed by the employees involved.
- D. The Town Manager and Union may mutually agree, when circumstances warrant, to bypass steps of the grievance procedure.
- E. The Town Manager and Union may mutually agree to extend any of the time limits prescribed herein.
- F. The employee and/or his/her representative have the right to inspect and to obtain copies of any books, records, or documents directly related to the grievance that are in the Town's possession, except that access to said books, records, and documents is limited by the requirement of confidentiality statutes.
- G. A grievant and any employee witness will not suffer any loss of pay as a result of participation in the processing of a grievance during such employees' regular working hours.
- H. All documents, communications, and records dealing with the processing of a grievance must be filed separately from the personnel files of the participants until such time as the grievance is resolved by the parties.

ARTICLE 10 - DISCIPLINE

Section 1. Except for probationary employees, no employee may be discharged, suspended, demoted or otherwise disciplined by the Town except for just cause.

Section 2. The Town agrees to abide by the principles of progressive discipline; however, there may be instances which may warrant taking other disciplinary actions, which may not follow the progressive discipline steps.

Section 3. Any discharged employee must be paid in full for all wages owed him/her by the Town, including earned vacation and compensatory time, if any, in the week following the date of discharge.

Section 4. All warning notices given to an employee must be placed in the employee's personnel folder and remain in the employee's personnel folder for a period of 1 year.

ARTICLE 11 - SENIORITY

Section 1. A seniority list will be established for each applicable department, naming all the employees covered by this Agreement, with the employee in the department with the greatest seniority (years of continuous service) listed first. Seniority is based upon the employee's last date of hire. Seniority, for the purpose of this Agreement means, length of continuous service only, and will be a factor in all matters affecting layoff, recall and

vacation preference, for each applicable department.

Section 2. In the event it becomes necessary for the Town to lay off employees for any reason, an employee may bump into another job covered by this Agreement, if within the same department and in the same or equal classification, provided that there is an employee with less seniority to be bumped and provided that the senior employee has the minimum qualifications, skills, and ability to perform the work. The Department Head shall determine whether the employee has the ability to perform the work and such determination shall not be made capriciously or arbitrarily.

An employee must notify the Town of their intention to exercise their bumping rights within five (5) working days of the Town's notice of layoff. The employee who is bumped shall enjoy similar bumping rights but must notify the Town within five (5) working days of their intention to exercise their bumping rights. An employee who displaces another employee will need to either possess the skills and ability to perform the job or obtain those skills and abilities within six (6) months. The determination as to whether the employee has satisfactorily performed the job shall be the judgment of the Department Head. Such judgment shall not be made capriciously or arbitrarily. The Town Manager may enter into a formal agreement to allow said employee additional time to obtain the skills and ability to perform the job.

Section 3. For a period of eighteen (18) months after layoff, employees will be recalled from layoff according to seniority by certified mail, to the employee's last known address. It is the responsibility of laid off employees to furnish any change of address in writing to the Employer for recall notices.

Section 4. The seniority list will be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Union bulletin boards in employees' work area. Corrections to the seniority list will be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list is deemed correct. An updated list will be made each year on January 2. A copy of the list will be sent to the Union.

Section 5. An employee's seniority terminates under the following conditions:

- 1) If the employee quits, retires or is justifiably discharged.
- 2) If, following a layoff, the employee fails or refuses to notify the Town of his/her intention to return to work within seven (7) calendar days after a written notice recall is sent by certified mail to his/her last address on file with the Town; unless, however, the employee has previously notified the Town Manager or his/her designated representative in writing that he/she will be on vacation and will not be able to be reached at a specific location, in which case he/she is not subject to recall until he/she has notified the Town Manager or his/her designated representative of an address at which he/she can be reached; or, having notified the Town of his/her intention to return to work, fails to do so on the day on which he/she is scheduled to report.
- 3) If the employee accepts full-time employment elsewhere while on leave of absence, unless he/she has prior written approval for such employment from the Town Manager, or does not return to work immediately following the expiration of a leave of absence.
- 4) When the employee has been laid off for a continuous period of time in excess of eighteen (18) consecutive months.

Section 6. Vacancies in the bargaining unit positions will be posted at appropriate locations for seven (7) business days in order that employees have an opportunity to apply for vacant jobs. If an employee is not given an opportunity for an interview for the vacant job, then upon written request, the employee must receive a verbal

explanation by their Department Head or the Human Resources Manager as to why they were not interviewed. Job descriptions will be available at the time of the posting.

ARTICLE 12- WAGES

Section 1. The Town agrees to pay the Unit members the wages listed below:

July 1, 2021

Position	Hourly Base Rate	Weekly Base Rate				
Tax Assessor	\$39.82	\$1,592.80				
Code Enforcement Officer	\$33.69	\$1,347.60				
Deputy Treasurer/Tax Collector/Bookkeeper	\$30.28	\$1,211.20				
Deputy Town Clerk	\$23.80	\$952.00				
Youth Program Supervisor	\$24.00	\$960.00				
Community Program Supervisor	\$24.00	\$960.00				
Community Center Supervisor	\$24.00	\$960.00				
Facilities Maintenance Supervisor	\$26.50	\$1,060.00				

Position	Pay Frequency	Start	12 Mos.	24 Mos.	36 Mos.	60 Mos.	120 Mos.
Highway Foreman	Hourly	\$30.39	\$30.39	\$31.13	\$31.13	\$31.88	\$32.61

July 1, 2022 (3% increase included)

Position	Hourly Base Rate	Weekly Base Rate				
Tax Assessor	\$41.01 \$46.87	\$1,640.40	\$1,640.45			
Code Enforcement Officer	\$34.70 \$39.66	\$1,388.00	\$1,388.10			
Deputy Treasurer/Tax Collector/Bookkeeper	\$31.19 \$35.65	\$1,247.60	\$1,247.75			
Deputy Town Clerk	\$24.51 \$28.02	\$980.40	\$980.70			
Youth Program Supervisor	\$24.72 \$28.26	\$988.80	\$989.10			
Community Program Supervisor	\$24.72 \$28.26	\$988.80	\$989.10			
Community Center Supervisor	\$24.72 \$28.26	\$988.80	\$989.10			
Facilities Maintenance Supervisor	\$27.30 \$31.20	\$1,092.00				
<u>Assistant Library Director</u>	<u>\$28.00</u>	<u>\$994.00</u>				

Position	Pay-Frequency	Start	12 Mos.	24 Mos.	60 Mos.	120 Mos.
Highway Foreman	Hourly	\$31.30	\$31.30	\$32.06	\$32.84	\$33.59
	Weekly	\$1,272.00	\$1,272.00	\$1,302.40	\$1,333.60	\$1,443.60

<u>Position</u>	<u>Pay Frequency</u>	<u>Start</u>	<u>12 Mos.</u>	<u>24 Mos.</u>	<u>60 Mos.</u>	<u>120 Mos.</u>
<u>Highway Foreman</u>	Hourly	\$36.35	\$36.35	\$37.22	\$38.11	\$38.96
	Weekly	\$1,272.25	\$1,272.25	\$1,302.70	\$1,333.85	\$1,363.60

July 1, 2023 (3% increase included)

Position	Hourly Base Rate	Weekly Base Rate
Tax Assessor	\$42.24 <u>\$48.28</u>	\$1,689.60 <u>\$1,689.80</u>
Code Enforcement Officer	\$35.74 <u>\$40.85</u>	\$1,429.60 <u>\$1,429.75</u>
Deputy Treasurer/Tax Collector/Bookkeeper	\$32.13 <u>\$36.72</u>	\$1,285.20
Deputy Town Clerk	\$25.25 <u>\$28.86</u>	\$1,010.00 <u>\$1,010.10</u>
Youth Program Supervisor	\$25.46 <u>\$29.11</u>	\$1,018.40 <u>\$1,018.85</u>
Community Program Supervisor	\$25.46 <u>\$29.11</u>	\$1,018.40 <u>\$1,018.85</u>
Community Center Supervisor	\$25.46 <u>\$29.11</u>	\$1,018.40 <u>\$1,018.85</u>
Facilities Maintenance Supervisor	\$28.12 <u>\$32.14</u>	\$1,124.80
<u>Assistant Library Director</u>	<u>\$28.84</u>	<u>\$1,024.90</u>

Position	Pay-Frequency	Start	12 Mos.	24 Mos.	60 Mos.	120 Mos.
Highway Foreman	Hourly	\$32.24	\$32.24	\$33.02	\$33.83	\$34.60
	Weekly	<u>\$1,310.16</u>	<u>\$1,310.16</u>	<u>\$1,341.47</u>	<u>\$1,373.61</u>	<u>\$1,486.91</u>

Position	Pay-Frequency	Start	12 Mos.	24 Mos.	60 Mos.	120 Mos.
<u>Highway Foreman</u>	<u>Hourly</u>	<u>\$37.44</u>	<u>\$37.44</u>	<u>\$38.34</u>	<u>\$39.25</u>	<u>\$40.13</u>
	<u>Weekly</u>	<u>\$1,310.40</u>	<u>\$1,310.40</u>	<u>\$1,341.90</u>	<u>\$1,373.75</u>	<u>\$1,404.51</u>

Section 2. The wages listed in Section 1 are base amounts that do not include additional payments for longevity.

Section 3. In the event any new rates or job titles are added- to any unit, the Town shall negotiate wages with the Union.

Section 4. Longevity is paid as follows:

- A. Two (2%) percent after four (4) years of service.
- B. Four (4%) percent after eight (8) years of service.
- C. Six (6%) percent after twelve (12) years of service.
- D. Eight (8%) percent after sixteen (16) years of service.
- E. Ten (10%) percent after twenty (20) years of service.
- F. Twelve (12%) percent after twenty-four (24) years of service.
- G. Fourteen (14%) percent after twenty-eight (28) years of service.

Section 5. After completing the required years of continuous service, an employee's longevity payment is computed annually on his/her anniversary date, and based upon his/her base annual salary. If an employee

receives a salary increase in base salary, longevity is computed using his/her new annual base salary.

Section 6. New employees who have prior experience and the required certifications in a similar position may be granted a lateral transfer upon the request of the Town Manager. The Town Manager may elect to start the new employee with up to 4% longevity and up to 15 days' vacation.

Section 7. During the effective period of this Agreement, the annual salaries of employees are paid weekly on Thursday through mandatory direct deposit to an approved financial institution.

Section 8. The Highway Foreman will receive twenty dollars (\$20) bonus for each winter-related call-in during the previous November 15-April 15. Payment will be made the last payroll period in April.

The Highway Foreman will receive will receive a one-time winter “call in” stipend each year at a rate effective, in accordance with the following table:

July 1, 2021	July 1, 2022	July 1, 2023
\$160 per year	\$240 per year	\$300 per year

Section 9. If an employee is required to perform the duties of a higher-ranking position, to fill in for an absence in excess of two (2) consecutive weeks, the employee will receive the base pay rate of the position for the period of time they are performing the duties.

ARTICLE 13 - PROBATIONARY PERIOD

Section 1. The purpose of the probationary period is to provide an opportunity for the Town to determine whether or not an employee has the abilities and attributes that will qualify him/her for regular employee status, provided, however, that employees hired prior to the effective date of this Agreement are subject to the probationary period in effect at the time of their hiring. During this probationary period, an employee may be laid off or terminated based upon the sole discretion of the Town and without regard to his/her length of service.

Section 2. Probationary periods for the positions covered under this Agreement are for one (1) year from date of hire.

Section 3. An employee is retained beyond the end of his/her probationary period only if his/her Department Head and the Town Manager affirm in their written evaluation of the employee that his/her services have been found to be satisfactory.

Section 4. All employees retained after said probationary period are placed on the seniority list as regular employees.

ARTICLE 14 - RETIREMENT

Section 1. Employees are entitled to participate in the Maine Public Employees Retirement System (MainePERS) in accordance with the requirements of the Maine Public

Employees Retirement System. Participation in the Maine Public Employees Retirement System is voluntary on the part of each employee covered by this agreement.

Employees currently participating in MainePERS may on a voluntary basis participate in the ICMA-RC in accordance with the Kittery Administrative Code, Chapter 2.20.160

L. 1 & 2. There is no employer match for voluntary participation in the ICMA plan.

Section 2. Effective July 1, 2001, the Town agreed to expand the coverage of the ICMA- RC 457 plan

currently in effect. This plan is available for current employees who are not enrolled in the Maine Public Employees Retirement System and any newly-hired employee who wishes to enroll in the ICMA plan instead of the MainePERS plan. The Town will match the employee's contribution into the 457 plan, up to a maximum Town contribution of six percent (6%). The Town will make a contribution to either MainePERS or the ICMA plan, but not both.

ARTICLE 15 - UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Local Union as they see fit.

Neither party may exert any pressure on, or discriminate against, any employee in regard to such matters. In this regard, thirty (30) days after the date of hire or effective date of this agreement, whichever is later, employees will elect to join or not join the Union.

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement.

If an employee chooses not to join the Union, the employee may elect to pay 80% of their current dues for representation purposes. If an employee does not elect either membership or the 80% fee for presentation, and desires representation, the employee shall pay the Union directly for the costs of representation.

ARTICLE 16 - DEDUCTION OF UNION DUES

Section 1. The Town shall deduct regular monthly dues and fees (on a weekly basis) upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Union as to the amount for dues and fees. The Town shall forward all such dues and fees collected to the Secretary-Treasurer of the Union by the 10th of the following month in which deductions were made.

Section 2. The Union shall indemnify and save the Town harmless from any liability that may arise out of the Town's reliance upon any payroll deduction authorization cards presented to the Town by the Union. Such indemnification applies to damages that are sustained as a result of procedural errors or due to reason of mistake of fact that was in the control of or the responsibility of the Union.

ARTICLE 17 - UNION ACTIVITIES

Any employee, who is a member of the Union and who acts in any official capacity whatsoever on behalf of the Union, will not be discriminated against for his/her acts as a member of the Union so long as such acts do not interfere with the conduct of the Employer's business and are in conformance with the requirements of this Agreement, nor will there be any discrimination against any employee, by the Town or the Union, due to his/her membership in the Union and activities on behalf of the Union, or as a result of his/her lack of membership in the Union or lack of participation in the Union's activities.

ARTICLE 18 - IDENTIFICATION FEES

Should the Employer find it necessary to require employees to carry personal identification, such requirement shall be complied with by the employees. The cost of such personal identification is borne by the

Employer.

ARTICLE 19 - SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by the final decision of any tribunal of competent jurisdiction, or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its supplements are not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for said article or section.

ARTICLE 20 - NON-DISCRIMINATION

It is the policy of the Town not to discriminate against any applicant or employee because of race, religion, color, age, sex, sexual orientation, national origin, ancestry, genetic information or physical or mental disability in the selection, placement, compensation, training and advancement of employees. The Town Manager is the designated person responsible for the enforcement of this nondiscrimination policy.

ARTICLE 21 – HOLIDAYS

Section 1. The following holidays are paid holidays for all employees covered by this agreement:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Patriot's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Eve (Half Day)
13. Christmas Day
14. New Year's Eve (Half Day)

Section 2. If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged with a vacation day for the observed holiday.

Section 3. For employees who work Monday through Thursday, any holiday falling on Friday will be observed on the preceding Thursday, any holiday falling on Sunday will be observed on the following Monday, and any holiday falling on Saturday will be converted to a personal day. The converted personal day must be used in accordance with Article 23.

For employees who work Monday through Friday, any holiday falling on a Saturday will be observed on the preceding Friday, and any holiday falling on a Sunday will be observed on the following Monday.

ARTICLE 22- HOLIDAY PAY

Section 1. In the event an employee, who is entitled to overtime pay, is ordered in to work works any recognized legal holiday, as listed in this Agreement, he/she receives his/her regular holiday pay based upon the normal work day ~~of ten (10) hours or eight (8) hours~~, depending on the employee's normal work schedule, plus overtime for actual hours worked, at the rate of one and one-half (1 ½) times his/her normal straight-time rate of pay, but the receipt of said overtime pay is contingent upon his/her meeting the following conditions:

- 1) The employee will be on authorized paid status the days immediately preceding and following said holiday.
- 2) The employee will have accumulated ~~forty (40)~~ 35 hours during the pay period in which the holiday occurs.

An employee, not working the recognized legal holiday, receives his/her normal, straight-time rate of pay for said day based upon the normal work day ~~of ten (10) hours or eight hours~~, depending on the employee's normal work schedule, provided the employee is in an authorized paid status the days immediately preceding and following said holiday.

Section 2. An employee may elect to take another day off with pay, in lieu of receiving additional holiday pay, at a mutually agreed upon time, provided that the Town may impose reasonable limitations upon any such election arising out of manpower and workload requirements of the Town and the availability of qualified, replacement personnel.

ARTICLE 23 – PERSONAL DAYS

Employees are entitled to 3 personal days each calendar year. With the approval of the Department Head, employees are eligible to take their personal days. Personal days must be taken during the year they are accrued and will not be carried over to the next calendar year. Personal days may be taken in hourly increments.

ARTICLE 24 - INSURANCE

Section 1. The Town shall contribute to the Allegiant Care (“Allegiant”) or its actuarial equivalent (equivalency is subject to mutual agreement) eighty-five (85%) percent of the total premium for family, two person or single coverage per month, payable at the office of Allegiant monthly on the fifth day of the month following the month in which due. The employees shall contribute the remaining fifteen (15%) percent each month through weekly payroll deductions. In years 2 and 3 of this Agreement, any premium increases from Allegiant of more than two (2%) percent shall be shared equally between the Town and the employee. (Example: 3% increase to the policy would result in 2% being affected by the 85/.15, 1% is split equally). The above listed Town contribution represents the Town's maximum percentage payment and the employee's maximum percentage payment is twenty (20%) percent. The Town is responsible for remitting the employer and employee shares of the premium on a monthly basis to the Trust. In addition, Allegiant shall endeavor to offer multiple plan designs for the employees' option within the term of this agreement.

The liability of the Town may not exceed the above amounts together with any and all delinquency and interest charges.

The Town agrees that its Agreement hereunder constitutes an obligation for the sums herein provided

directly to Allegiant, and further that the Town will be bound by the terms and provisions of the Trust Indenture of Allegiant and any and all amendments thereto, as well as applicable rules and regulation from time to time promulgated by the Trustees thereto.

The Town is not responsible for the administration of the Plan and is held harmless for any claims made against Allegiant.

Section 2. The Town shall provide Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share, plus the employee's share, of Maine Public Retirement System (MainePERS) for as long as the employee remains out of work due to the work-related injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS is prorated. If the injury or illness qualifies as FMLA, the employee will be notified they are being placed on FMLA. Employees may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wage in order to make themselves whole. This includes any waiting period that may exist under the Maine Workers' Compensation Statute.

Section 3. Disability/Life/Accidental Death and Dismemberment Insurance: Disability, life, and accidental death and dismemberment insurance shall be provided by the Town for all full-time employees. The Town shall assume the cost for all full-time employees. Primarily, the plan will provide for fifty-two (52) weeks of benefits commencing on the thirty-first (31st) day following an accident or sickness. The life insurance benefit equals the employee's annual salary rounded to the next highest \$1,000.00.

Section 4. The Town will pay the monthly health insurance premium for the single person level of coverage for any unit member who retires from the Town of Kittery after having worked for the Town of Kittery for a minimum of fifteen (15) years and having met the age and/or years of service requirements contained in the MainePERS policy currently in effect for that particular employee. Should the retiree choose to elevate the health insurance coverage level to a two-person coverage plan or family coverage plan, the retiree will be responsible for any additional premiums owed to the insurance provider. The additional payments shall be made to the Town on a monthly basis. The Town will forward all required payments to the insurance carrier on behalf of the retiree. Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be converted to the Medex 2 supplement plan through Allegiant, or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2 supplement plan through Allegiant, or a comparable plan. Any additional premiums required for spousal conversion to a companion plan are the responsibility of the retiree.

In the event that it becomes necessary to change insurance providers, the Town will ensure that there is no lapse of coverage of the retiree and that the new coverage level will be comparable to the existing level of coverage.

The fifteen-year minimum service requirement applies only to any employee hired after May 1,2004.

Section 5. The Town agrees to provide the employees with the opportunity to participate in a Flexible Spending Account (FSA) under Section 125 of the IRS rules, which will include the employee paid portion of the qualified insurance programs. The Town will contract with a professional firm to provide administration for the FSA. Employees may choose to enroll in the debit card program; however, employees will be responsible for the debit card's annual fee.

ARTICLE 25 - SOCIAL SECURITY

The Town agrees to pay its required Social Security premiums in accordance with provisions of the Agreement between State Agency and Political Subdivision of the State of Maine for the purpose of extending Social Security benefits to the employee of such Political Subdivision and its subsequent amendments which

Agreement was entered into between the Maine State Retirement System and the Town in 1952.

ARTICLE 26 - TRAVEL

The Town agrees that employees furnishing their own vehicles for transportation directly related to their work will be paid mileage at current mileage reimbursement rate established by the IRS. To be eligible for such payments, a municipal vehicle must not be available to the employee, and therefore an employee must use his/her personal vehicle while on the job.

ARTICLE 27 - BULLETIN BOARDS

Section 1. The Town shall make available bulletin board space for the use of the Union at each work location where bulletin boards are presently provided for the purpose of posting bulletins, notices, and other materials. The posting of any Union materials is restricted to such bulletin board space only, except that, in each work location where bulletin board space is not provided for the Union, the Town shall designate an appropriate alternative space where such materials may be posted.

Section 2. In no instance may the Union post any material that is profane, obscene, or defamatory to the Town, its representatives, or any individual, or which constitutes campaign material between competing employee organizations, if it is determined that the posting of such material would violate any obligation of the Town for neutrality. Union is solely responsible for the accuracy and ethical standards of any material posted pursuant to this article.

Section 3. The Town reserves the right, upon consultation with the Union, to remove any materials that do not relate to Union business or which are in violation of this article.

Section 4. All posted Union materials shall be signed by an authorized representative of the Union.

ARTICLE 28 - SEPARATION OF EMPLOYMENT

Upon separation of employment and prior retirement, the Employer shall pay the employee full face value of all accrued vacation, holiday, and compensatory time on the payday in the week following such separation.

ARTICLE 29 - RESERVE SERVICE LEAVE

Section 1. Leaves of absence are granted to employees who are active in the National Guard, or a branch of the Armed Forces Reserve, for the purpose of fulfilling their training obligations and/or responding to any civil disorder. Written notification for leaves of absence for such purposes will be made to the Town Manager as soon as possible after the employee's receipt of orders.

Section 2. If an employee is granted a leave of absence for the purposes herein set forth and if his/her daily rate of compensation for such government service is less than the gross daily rate that he/she would have earned had he/she been providing service to the Employer, then the Town shall pay the employee the difference between the pay rates.

Section 3. The employee utilizing reserve leave shall furnish the Town with an official statement of reserve service pay received and reserve service time served.

Section 4. For the purpose of this section, the phrase "daily rate of compensation" is defined as the

employee's normal, daily straight-time rate of pay, and does not include overtime or call-in time.

ARTICLE 30 - MILITARY LEAVE

The Town agrees to provide all benefits as required by the Selective Service and Training Act and any other applicable laws then in effect.

ARTICLE 31 - LEAVE WITHOUT PAY

Section 1. An administrative or special leave may be granted to an employee, with approval by the Town Manager, for the purpose of settling the estate of a member of the immediate family, for educational purposes when such education will foster a systematic

improvement of the knowledge and/or skills required in the performance of his/her work, for illness or injury when such leave extends beyond the employee's earned sick leave days, and for other reasons that may be beneficial to the employee and the Town.

Section 2. All such leave will be without pay, not disrupt the normal operations of the employee's department, and be specific as to its duration, with 12 weeks, being the maximum duration. Any leave which falls under FMLA will be subject to the Town of Kittery's FMLA policy.

Section 3. The employee is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the Town Manager prior to its expiration. Failure on the employee's part to return to work upon the expiration of an approved leave without having made prior arrangements for an extension of said leave is deemed a resignation from Town employment.

Section 4. An application for leave without pay must be in writing and must specifically state the reasons for such application and the length of time requested. Should the reason be for illness or injury, such request must be substantiated with a physician's statement, and the cost of such statement will be paid by the employee.

Section 5. All leave without pay is subject to the condition that the Town Manager may cancel the leave for just cause at any time upon prior written notice to the employee that specifies a reasonable date of termination of the leave and the reason for such cancellation.

Section 6. Upon application of an employee who has exhausted his/her paid sick leave time, a leave of absence without pay may be granted by the Town Manager for a period of disability, due to sickness or injury, the first time that a request is made for the same illness. The Town Manager may, from time to time, require that the employee submit a certificate from the attending physician certifying the need for continued leave. In the event of a failure or a refusal to supply such a certificate, the Town Manager may cancel such leave and require the employee to report for work on a specified date. Should the employee fail to report as required, his/her employment may be terminated.

Section 7. An employee is eligible to request an unpaid leave without pay upon the completion of one (1) year of continuous employment.

Section 8. Time spent on leave of absence is not credited toward vacation leave and sick leave, and an employee on said leave of absence without pay is not eligible for holiday pay. An employee on leave of absence without pay will have to pay for his/her own health insurance premiums and any other benefit deducted from

their regular paycheck.

ARTICLE 32 - SICK LEAVE

Section 1. Sick leave is accumulated at the rate of one (1) day per month to a maximum of one hundred fifty (150); said accumulation could be applied to retirement, as permitted by the Maine Public Employees Retirement System. The remaining days will be given as early retirement. At the end of the calendar year (December 31), all sick leave over one hundred fifty (150) days will be given back and the Town will pay fifty (50%) percent of the face value, at the employee's normal rate of pay for the days that were given back. There will be no sick leave buy back for employees hired after July 1, 2014. A day for each employee will be consistent with Article 4 Section 2.

Section 2. Employees, who retire or resign from the Town (after a minimum of ten (10) years of continuous service) and who have accrued vacation and sick leave time to their credit at the time of such resignation or retirement, are paid the wages equivalent to the vacation and sick leave. Sick leave payments are made only when separation is in good standing. There will be no sick leave buy back for employees hired after July 1, 2014.

Section 3. Qualified employees are eligible for paid, sick leave from and to the extent of their unused, accumulated, paid, sick leave credits in the following situations:

- A. When it is established to the Town's satisfaction that the employee is incapacitated and cannot safely perform the employee's duties due to sickness, pregnancy, or injury.
- B. When it is established that, due to exposure to a contagious disease, the health of others would be affected by attendance at work. A physician's statement recommending absence from work is required.
- C. When it is established that an illness exists in the immediate family of the employee, and then for such periods as the attendance of the employee is necessary. The term immediate family is defined as including spouse, domestic partner, children, grandchildren, parents, mother-in-law, father-in-law, domiciled with the employee. In addition, immediate family also includes other relatives domiciled with the employee.
- D. Employees will be allowed to utilize up to ~~forty (40)~~ 35 hours of sick time to care for their spouse, parents or children who are not domiciled with the employee.

Section 4. If an employee is absent for more than three (3) consecutive days, or in cases of suspected abuse, the Employer may require medical proof for said sick leave, in which case the employee involved may be required to provide a written statement from his/her physician certifying the necessity for said absence, and the ability of the employee to return to work and perform the required functions of the employee's duties. Should the Employer require a medical statement, the Employer shall pay the portion of the cost for the visit which is not covered by medical insurance.

Section 5. In order to qualify for sick leave payments, an employee must notify his/her Department Head,

or, in the Department Head's absence, the Department Head's designee, not later than the employee's normal starting time, on the first day of the absence. In addition to the above, the employee, if absent three (3) or more consecutive days, is required to provide a physician's statement, and will notify his/her department head when his/her physician has cleared him to return to work. An employee is required to provide at least 30 days' notice, whenever such leave is foreseeable.

Section 6. No employee will be reimbursed for outstanding sick leave if the employee is discharged by the Town. Nothing in this section impairs the parties or an arbitrator in crafting a settlement arrangement following a grievance.

Section 7. Whenever sick leave payments are made under this article, the amount of such payments/hours will be deducted from the employee's unused, accumulated sick leave.

Section 8. In the event the employee is temporarily disabled to the extent that the employee is unable to perform all of the duties and functions normally required of the employee, the Town Manager, in his/her judgment, may approve the employee returning to work on a limited duty basis. It is understood and agreed that the Town Manager has the sole and complete discretion and authority to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

Section 9. Falsification of evidence in substantiating sick leave is cause for disciplinary action.

Section 10. In the event of death of an employee with more than ten (10) years of service, the Town shall pay to the employee one hundred percent (100%) of the employee's accumulated unused sick leave. There will be no sick leave pay out for employees hired after July I, 2014.

ARTICLE 33 - BEREAVEMENT LEAVE

Section 1. An employee may be excused from work for up to five (5) days of work, due to a death in his/her immediate family, without loss of pay or other benefits. The term "immediate family" means spouse, domestic partner, parents, step-parents, children, step- children, brother, sister, grandmother, grandfather, mother-in-law, and father-in-law. Up to three (3) days of leave may be granted for the death of other relatives, upon approval of the Town Manager.

Section 2. During this absence, an employee will be paid at his/her regular base rate of pay for the scheduled hours of work missed. ~~Not more than eight (8) per day may be paid under this article.~~ It is intended that this time be utilized for the purpose of handling necessary arrangements for and attendance at the funeral.

Section 3. An employee, wishing to utilize bereavement leave, shall notify the Department Head or the Town Manager by e-mail or phone call and will indicate the number of days requested and the reason for said request.

Section 4. In the event of an employee's death, representative employees, determined mutually by the Town Manager and the Union, may utilize leave without pay for the purpose of attending the funeral.

ARTICLE 34 – VACATION

Section 1.

A. Town employees will not receive extra pay in lieu of utilizing vacation leave.

- B. The vacation calendar for all Town employees is from January 1st to December 31st. A maximum of ~~forty (40)~~35 hours of vacation may be saved from one year to the next. Additional hours may be carried over with approval of the Town Manager.

Section 2. Entitlement to vacations under this article is determined as of the employee's anniversary date of each year.

- A. Employees will receive ~~forty (40)~~35 hours of vacation upon completion of six months of continuous service, and an additional ~~forty (40)~~35 hours of vacation upon completion of one (1) year of continuous service.
- B. Employees who have completed more than one (1) year of currently continuous service, but less than five (5) years, will receive ~~eighty (80)~~70 hours of annual vacation leave.
- C. Employees who have completed five (5) years of currently continuous service, but less than ten (10) years, receive ~~one hundred twenty (120)~~105 hours of annual vacation leave.
- D. Employees who have completed ten (10) years of currently continuous service, but less than fifteen (15) years receive ~~one hundred sixty (160)~~140 hours of annual vacation leave.
- E. Employees who have completed fifteen (15) years or more of currently continuous service, but less than twenty (20) years receive ~~one hundred ninety (190)~~166 hours of annual vacation leave.
- F. Employees who have completed twenty (20) years or more of currently continuous service, receive ~~two hundred (200 hours)~~175 hours of annual vacation leave.

Section 3. In the event that an employee covered under this Agreement dies during the term of this Agreement, his/her accrued vacation credits, if any, will be paid by the Town, in equivalent wages, to the employee.

Section 4. In the event of the dismissal of an employee for cause, or if an employee voluntarily leaves, or retires from his/her employment, said employee is entitled to vacation pay for all unused vacation earned.

Section 5.

- A. A day of vacation pay will be consistent with Article 4 and Section 2.
- B. The Employer shall determine the number of employees who can be assigned for vacation purposes at any one time, provided, however, that any such determination will be based upon the anticipated manpower and work load requirements of the Town.

Section 6. The Town will make every effort to see that employees, who have scheduled their vacation time, receive it when scheduled; but due to unforeseen required work or other emergency situations, if the employee is unable to take his/her vacation during the assigned period, the Town Manager shall make every effort to reschedule a vacation period convenient and agreeable to the employee and the Town in the calendar year in which the employee's vacation period was assigned.

Section 7. A newly-hired employee becomes eligible to utilize accrued vacation leave upon the successful completion of six (6) months of continuous employment. Employment begins on an employee's first full day on the job, and time on layoff, suspension, or leave without pay is not counted in determining the date of completion of a full month or a full year of employment.

ARTICLE 35 - USE OF FACILITIES

Section 1. The Town shall provide to the Union use of appropriate rooms for meetings of employees and representatives of Union, provided that the following conditions are met:

- A. Rooms must be reserved in advance.
- B. Such meetings must be held during non-working hours.
- C. Meetings of regular Town Boards, commissions, and committees receive preference in the scheduling of the use of rooms.

Section 2. The business agent, stewards, and secretary of the Unit are permitted to use, in conjunction with their Union duties, Town telephones to which they normally have access for non-toll or toll-free calls.

Section 3. The Town shall provide all members of the Unit with one (1) free annual pass to Fort Foster.

Section 4. The Town shall provide all employees with a free annual Kittery Community Center membership.

ARTICLE 36 - EMPLOYEE DEVELOPMENT AND TRAINING

Section 1. To the extent made possible through the annual allocation of budgeted funds, the Town will attempt to provide funding for training that is directly related to the duties of an employee's job.

Section 2. An employee wishing to attend a training course or seminar shall make a written request to the Town Manager to do so, and said written request will include, at a minimum, the date, time and length of the training; the location of the training; the tuition/registration cost and other costs associated with attendance; the reason(s) that said training would prove beneficial to the Town and to the employee.

Section 3. Complete and final authority rests with the Town Manager to review, and upon completion of said review, to approve or deny said requests for training.

ARTICLE 37 - PROTECTION OF EMPLOYEES

Section 1. No employee will suffer a reduction in existing salary for a period of one (1) year as a result of reclassification or reallocation of his/her position.

Section 2. It is agreed that all employees will have clean, dry, heated areas, as now exist, in which to eat their lunches.

Section 3. Absence for the purpose of attending court as a witness on behalf of the Town, or for jury duty, is not chargeable as leave and will not result in loss of pay. When called to perform these civic duties, the

employee will promptly notify the Employer and submit a copy of the official summons for jury duty or witness service as far in advance as possible prior to the beginning of such service. Upon completion of such service, the employee will present to the Employer written evidence of the time served on such duties. The employee will turn over to the Town any jury fee, but will keep any travel pay.

Section 4. The Town shall pay the reasonable cost of the repair or replacement of an employee's clothing that is damaged or destroyed while working. Payment will not be made for the repair or replacement of the above items if due to negligence on the employee's part.

ARTICLE 38 - PERSONNEL FILES

Section 1. Upon request to the Human Resources Manager, an employee is permitted, at any reasonable time during normal working hours, to review the materials in his/her personnel file. He/she is allowed to have placed in such file a response to anything contained therein that he/she considers to be adverse.

Section 2. Upon request to the Human Resources Manager, an employee will be provided with an initial copy of any or all materials in his/her personnel file. Should a subsequent request be made for a copy of the same materials, an employee will be charged the current cost per page for copying materials for the general public.

Section 3. Copies of all materials to be placed in an employee's personnel file will be given to such employee simultaneously with placement in the personnel file.

ARTICLE 39 - LEAVE WITH PAY FOR NEGOTIATIONS

One Unit member designated by the Union is granted administrative leave with pay to that individual Town employee so designated by the Union to participate in the collective bargaining meeting(s), mediation proceedings, fact-finding, and/or arbitration proceedings. The Union shall give a twenty-four (24) hour notice to the Town's negotiator whenever a Town employee who is a bargaining unit member is required to attend any meetings.

ARTICLE 40 - MANAGEMENT RIGHTS

The parties hereto recognize and agree that, except as specifically limited or abrogated by the terms and provisions of this agreement, all rights to manage, direct and supervise the operations and personnel covered under this agreement are vested in the Employer, in a full unrestricted manner, as provided by the laws of the State of Maine and the Town of Kittery.

ARTICLE 41 - COPIES OF AGREEMENT

The Town shall have this agreement reproduced and shall furnish one copy to each member of the bargaining units with the Union as soon as practicable following final agreement by the parties upon the terms and conditions of this agreement.

ARTICLE 42 - DURATION OF AGREEMENT

Section 1. This agreement is effective as of July 1, 2021 and it remains in full force and effect until June

30, 2024. It is to be automatically renewed from year to year thereafter unless either party notifies the other, in writing, at least one hundred and twenty (120) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations begin no later than sixty (60) days prior to the anniversary date. This agreement remains in full force and is effective during the period of negotiation and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this agreement, written notice of desire to cancel or terminate the agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which may not be before the anniversary date set forth in the preceding paragraph.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time to the termination or automatic renewal of this agreement.

IN WITNESS WHEREOF, the parties hereto have set forth hands and seals this _____ to be effective as of July 1, 2021.

Town of Kittery

Teamsters Local Union No. 340
affiliated with the International Brotherhood of
Teamsters

AGREEMENT BETWEEN
TOWN OF KITTERY

And

TEAMSTERS LOCAL UNION NO. 340

affiliated with the International Brotherhood of Teamsters
TECHNICAL EMPLOYEES

EFFECTIVE: July 1, 2021
EXPIRATION: June 30, 2024

[AMENDED: January 1, 2023](#)

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This Agreement is entered into between the TOWN OF KITTELY, MAINE, hereinafter referred to as the "TOWN" or "EMPLOYER," and TEAMSTERS LOCAL #340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, Chapter 9-A, M.R.S.A. 961 through 974, as amended), 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 operations.

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the sole, exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and terms of employment for all eligible employees within the bargaining Unit, as provided in accordance with applicable state statutes: Waste Water Treatment Plant Maintenance Worker, Treatment Plant Operator Class I, Treatment Plant Operator Class II, Treatment Plant Operator Class III (Chief Operator), Laboratory Technician I and Laboratory Technician II.

ARTICLE 3 – CONTRACT ADMINISTRATION

Section 1. The Town and Union mutually acknowledge that problems can arise in the administration of a collective bargaining agreement. The Town and Union therefore agree that they shall meet periodically to confer with respect to personnel policy and practices and matters affecting working conditions. Such meetings will be held at a mutually acceptable time and date. Union representatives consist of the Business Agent and one other member, who represent all members of the Unit.

Section 2. Management will recognize the stewards and chief steward appointed by the Union. The number of stewards is one (1) per Unit. The Union shall supply the Town in writing, and shall maintain with the Town on a current basis, a complete list of all authorized stewards together with the location each is authorized to represent.

Section 3. The Employer agrees that reasonable time during working hours, without charge to leave, is to be made available to the Union's officers, stewards, and chief steward while engaged in official activities, in the interest of the efficient conduct of Town business and the economical use of Town time, and in order to draw a reasonable distinction between official and unofficial activities, those activities concerned with the internal management of the Union, membership meetings, solicitation of membership, campaigning for Union offices, and the conducting of election for Union offices will be conducted outside regular working hours.

Section 4. All officers, representatives, stewards, and employees will request permission from their supervisors when they wish to leave their assigned duties for official activities. The supervisor's permission will normally be granted. Permission will also be obtained from the supervisor of any employee being contacted. The officers and stewards will report to their supervisors when they return to their assigned duties. An employee may be excused from his/her job for a reasonable period of time, without charge to leave, to discuss an appropriate matter with an official of the Union.

ARTICLE 4 - HOURS OF WORK

Section 1. The administrative work week is the period of seven (7) consecutive calendar days used as a Unit in computing pay. It consists of the regularly scheduled work week and the regular days off. The work week will begin at 1530 hours on Friday and end at 1530 hours the following Friday.

Section 2. The basic ~~forty (40)~~35 hour work week will consist of ~~five (5)~~5 consecutive ~~eight hour~~ days, Monday through Friday. For the purposes of vacation, sick, bereavement, personal, and holidays, a day is equal to 7 hours.

Section 3. The Employer shall provide to the employees, reasonable time at the beginning of the lunch period and the end of the work day for clean-up of work area, performing personal hygiene, and putting away work tools and other Town equipment in their possession. No employee will be required to remain beyond the end of the work day for this purpose.

Section 4. The Town will provide for ~~two (2)~~1 fifteen (15) minute breaks, ~~one (1) in the morning and one (1) in the afternoon.~~ Employees will also have a thirty (30) minute lunch that is uncompensated. Breaks may be combined or used to alter the start or end time of the work day, upon mutual agreement of the Department Head and the employee.

Section 5. Paid status consists of regular work, sick leave, vacation time, compensatory time, and when suspended with pay.

Section 6. Union members' scheduled working hours will not be changed to avoid the payment of overtime.

Section 7. Upon completion of a snow, ice or emergency event with a duration in excess of twenty-four (24) hours, all non-essential employees may be released, upon completion of their work duties, for the remainder of the regular work day schedule without penalty or use of paid-time off. Employees can be recalled if necessary for public safety. If recall occurs during the normal work schedule day, call back time (Article 5 Section 7) does not apply.

ARTICLE 5 - OVERTIME COMPENSATION

Section 1. Overtime work will be restricted to only those skill requirements essential to meet operational needs. The Employer agrees to an equitable distribution of overtime, on a rotational basis, within specific operating Units where overtime is required.

Section 2. The Town agrees to make every effort to give employees as much notice as possible when overtime is required.

Section 3. An employee has the right to refuse an overtime assignment, provided he/she has a legitimate reason and a qualified employee is available to take his/her place. If the Employer is unable to find a replacement, the employee will work the overtime. However, an employee would not be required to work overtime if the additional work would impair health or efficiency, or cause extreme hardship.

Section 4. The term "overtime compensation" is defined as time and one-half an employee's regular hourly base rate of pay and is paid for all approved time necessarily spent in an approved paid status in excess of ~~forty (40)~~35 hours in any work week.

Section 5. Employees who are required to work more than ~~forty (40)~~35 hours within a payroll week have the option of taking compensatory time in lieu of receiving overtime pay. Compensatory time must be taken at a time that is mutually agreeable to the Employer and the employee. Accrued compensatory time may not exceed a maximum of sixty (60) hours for each employee.

Section 6. Overtime pay is compensated at the rate of one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay. For the purpose of computing overtime pay, any "paid status"

counts as hours worked. Paid Status consists of regular work, sick leave, vacation leave, compensatory time use, and when suspended with pay.

Section 7. An employee called back to work will receive a minimum of four (4) hours pay at one and one-half (1 1/2) times the normal rate of pay for the work for which he/she is called back, unless the employee is called back to work one hour or less before their normal start time, in which case they will receive two (2) hours pay at one and one-half times the normal rate of pay for the work which he/she is called back. In the event that the employee called back works in excess of four (4) hours, said hours will be paid at one and one-half (1 1/2) times the normal rate. This section applies to an ordered-in situation and not to scheduled overtime.

Section 8. An employee must indicate to the Employer during the work week in which the overtime is earned whether or not he/she wishes to receive overtime pay for said overtime or wishes to take compensatory time in lieu of receiving overtime pay.

Section 9. Time for clean-up continues to be allowed prior to the end of an overtime shift in the same manner as provided in Article 4, Section 3.

Section 10. The Employer agrees to make available pertinent records of overtime to the Union, upon its request, for the resolution of employees' complaints.

ARTICLE 6 - CLOTHING ALLOWANCE

Section 1. The Town shall provide the following: Eleven (11) changes of clothing (shirts and pants), two (2) jackets, one (1) safety jacket and one (1) vest and one (1) pair of coveralls.

Section 2. A yearly allowance in an amount of two hundred and fifty (\$250) dollars per contract year will be paid on the first payroll in January each year, in a separate check, from the Employees weekly payroll check, for the purchase of safety-toed, chemical resistant footwear that meet ANSI standards. Upon ratification of the 2021-2024 Agreement, the clothing allowance for Year 1, less any amounts used to date will be paid to the employees.

If said footwear becomes damaged or contaminated due to contact with chemicals or substances associated with working for the technical unit, the boots will be replaced, at the Town's expense within one (1) business day or as soon as is practicable. The Superintendent of Sewer will determine if the boots meet the aforementioned requirement vs. wear and tear or intentional damage.

ARTICLE 7 - SAFE WORK PRACTICES AND EQUIPMENT

Section 1. The Town and the Union recognize the Employer's responsibility to provide a safe work place.

Section 2. The Town and the Union recognize the responsibility of each employee to work in a safe manner and to follow safety rules and requirements when operating the Employer's equipment and when on the Employer's premises.

Section 3. The Town and the Union will cooperate in efforts to provide and maintain safe working conditions and to ensure that employees work in a safe manner.

Section 4. The Employer may not require employees to take out any vehicle on any street or highway, or use and operate any equipment that is not in safe operating condition.

Section 5. The Employer may not require any employee to work in a hazardous area, or with or around any hazardous materials, unless proper safety equipment and clothing are provided.

ARTICLE 8 - STRIKES AND LOCKOUTS

Section 1. All disputes between the parties to this Agreement must be settled in accordance with the grievance procedure set forth in this Agreement.

Section 2. There will be no strikes, slowdowns, cessation of work, and/or interference with the operations or regular work of the Employer by employees during the term of this Agreement, and there will be no lockouts by the Employer during the term of this Agreement.

Section 3. Employees participating in any of the acts indicated above may be subject to disciplinary action.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined as any controversy, dispute, complaint, or misunderstanding that may arise involving the interpretation or application of a specific article or section of this Agreement. Any grievance arising between the Town, the Union, or an employee represented by the Union must be settled in the following manner:

Step 1. The employee and/or his/her Union representative will discuss the grievance with his/her Supervisor within ten (10) working days from the occurrence of the event in an attempt to resolve the grievance.

Step 2. If the grievance is not successfully resolved at Step 1, the employee and/or his/her Union representative will take up the grievance with the employee's Department Head within five (5) working days after the discussion with the employee's immediate supervisor. Prior to the initiation of Step 2, all grievances will be reduced to writing by the employee, will specify the article and section of this Agreement at issue, and be signed by the employee. Any grievance not meeting the above requirements at Step 2 in the grievance procedure will be waived and/or dismissed. The Department Head shall render a decision on the grievance in writing within five (5) working days after his/her discussion with the employee and/or his/her representative.

Step 3. In the event that the grievance is not satisfactorily resolved at Step 2, the employee, the Union, or its representative may then take the written grievance up with the Town Manager, as long as this is done within five (5) working days from receipt of the Department Head's decision. At this step in the grievance the Union must identify the specific article of the contract which the Town has allegedly violated. The Town Manager shall, within ten (10) working days after his/her discussion with the employee and/or his/her representative, render a written decision on the grievance.

Step 4. If the Union is not satisfied with the decision of the Town Manager, then the Union may file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance within ten (10) working days from its receipt of the Town Manager's written decision. At the same time that a request for arbitration is filed, the Union shall also provide the Town Manager with a copy of the request. The decision of the arbitrator is final and binding upon the parties, and the arbitrator will be requested to issue his/her written decision within thirty (30) days of the conclusion of testimony and final arguments.

Section 2. Expenses for the arbitrator's services and for the proceedings shall be borne equally by

the Town and the Union. Each party is responsible, however, 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 a copy available without charge to the other party.

Section 3. The arbitrator has no authority to add to, subtract from, change, or modify any provision of this Agreement, but is limited solely to the interpretation and application of the specific provisions contained herein.

Section 4.

- A. An employee has the right to represent himself/herself at all steps in the grievance procedure short of arbitration.
- B. Union has the right to be present at any grievance step meeting and will receive copies of written determinations, if any, at all steps. No resolution of a grievance may be inconsistent with the provisions of this Agreement.
- C. Any grievance involving two or more employees may be initiated and processed jointly, as long as said written grievance indicates and is signed by the employees involved.
- D. The Town Manager and Union may mutually agree, when circumstances warrant, to bypass steps of the grievance procedure.
- E. The Town Manager and Union may mutually agree to extend any of the time limits prescribed herein.
- F. The employee and/or his/her representative have the right to inspect and to obtain copies of any books, records, or documents directly related to the grievance that are in the Town's possession, except that access to said books, records, and documents is limited by the requirement of confidentiality statutes.
- G. A grievant and any employee witness will not suffer any loss of pay as a result of participation in the processing of a grievance during such employees' regular working hours.
- H. All documents, communications, and records dealing with the processing of a grievance must be filed separately from the personnel files of the participants until such time as the grievance is resolved by the parties.

ARTICLE 10 - DISCIPLINE

Section 1. Except for probationary employees, no employee may be discharged, suspended, demoted or otherwise disciplined by the Town except for just cause.

Section 2. The Town agrees to abide by the principles of progressive discipline. However, there may be instances which may warrant taking other disciplinary actions which may not follow the progressive discipline steps.

Section 3. Any discharged employee must be paid in full for all wages owed him/her by the Town, including earned vacation and compensatory time, if any, in the week following the date of discharge.

Section 4. All warning notices given to an employee must be placed in the employee's personnel

folder and remain in the employee's personnel folder for a period of one (1) year.

ARTICLE 11 - SENIORITY

Section 1. A seniority list must be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of continuous service) listed first. Seniority is based upon the employee's last date of hire. Seniority, for the purpose of this Agreement, means length of continuous service only, and is a factor in all matters affecting layoff, recall and vacation preference, provided all other qualifications are equal.

Section 2. In the event it becomes necessary for the Town to lay off employees for any reason, employees in the impacted position category must be laid off in the inverse order of their seniority in the position. There will be two position categories based on licensing requirements, which are: Category 1: Treatment Plant Maintenance Worker, Treatment Plant Operator Class I & II, and Laboratory Technician. Category 2: Chief Operator. All affected employees must receive a two (2) calendar week advance notice of layoff and the Town must meet with the affected employees prior to the actual occurrence of layoff.

Section 3. For a period of eighteen (18) months after layoff, employees must be recalled from layoff according to seniority by certified mail, to the employee's last known address. It is the responsibility of laid off employees to furnish any change of address in writing to the Employer for recall notices.

Section 4. The seniority list must be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Union bulletin boards in employees' work area. Corrections to the seniority list will be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list is deemed correct. An updated list must be made each year on January 2 and a copy of the list shall be sent to the Union.

Section 5. An employee's seniority terminates under the following conditions:

- 1) If the employee quits, retires or is justifiably discharged.
- 2) If, following a layoff, the employee fails or refuses to notify the Town of his/her intention to return to work within seven (7) calendar days after a written notice recall is sent by certified mail to his/her last address on file with the Town; unless, however, the employee has previously notified the Town Manager or his/her designated representative in writing that he/she will be on vacation and will not be able to be reached at a specific location, in which case he/she is not subject to recall until he/she has notified the Town Manager or his/her designated representative of an address at which he/she can be reached; or, having notified the Town of his/her intention to return to work, fails to do so on the day on which he/she is scheduled to report.
- 3) If the employee accepts full-time employment elsewhere while on leave of absence, unless he/she has prior written approval for such employment from the Town Manager, or does not return to work immediately following the expiration of a leave of absence.
- 4) When the employee has been laid off for a continuous period of time in excess of eighteen (18) consecutive months.

ARTICLE 12 - WAGES

Section 1. The Town agrees to pay new members of the Technical Unit the base wages listed below and grandfathered employees the Grandfathered base wages list below.

July 1, 2021

Positions and (Minimum License Requirements)	Start	12 Months	24 Months	36 Months	48+ Months
Treatment Operator (Grade I/Grade II)	\$22.77 (Grade I)	\$23.22 (Grade I)	\$23.69 (Grade II)	\$24.16 (Grade II)	\$24.64 (Grade II)
Lab Technician (Grade III)	\$24.80	\$25.30	\$25.80	\$26.32	\$26.84
Chief Operator (Grade IV)	\$34.00	\$34.68	\$35.37	\$36.08	\$36.80
Grandfathered Rate: Matthew Connolly	\$26.82				

July 1, 2022 (3% increase) (Reduction in hours)

Positions and (Minimum License Requirements)	Start	12 Months	24 Months	36 Months	48+ Months
Treatment Operator (Grade I/Grade II required)	\$23.45 <u>\$26.80</u> (Grade I)	\$23.92 <u>\$27.34</u> (Grade I)	\$24.40 <u>\$27.89</u> (Grade II)	\$24.88 <u>\$28.44</u> (Grade II)	\$25.38 <u>\$29.01</u> (Grade II)
Lab Technician (Grade III required)	\$25.54 <u>\$29.19</u>	\$26.06 <u>\$29.79</u>	\$26.57 <u>\$30.37</u>	\$27.11 <u>\$30.99</u>	\$27.65 <u>\$31.60</u>
Chief Operator (Grade IV required)	\$35.02 <u>\$40.03</u>	\$35.72 <u>\$40.83</u>	\$36.43 <u>\$41.64</u>	\$37.16 <u>\$42.47</u>	\$37.90 <u>\$43.33</u>
Grandfathered Rate: Matthew Connolly	\$27.62 <u>\$31.57</u>				

July 1, 2023 (3% increase) (Reduction in hours)

Positions and (Minimum License Requirements)	Start	12 Months	24 Months	36 Months	48+ Months
Treatment Operator (Grade I/Grade II)	\$24.15 <u>\$27.60</u> (Grade I)	\$24.64 <u>\$28.16</u> (Grade I)	\$25.13 <u>\$28.73</u> (Grade II)	\$25.63 <u>\$29.29</u> (Grade II)	\$26.14 <u>\$29.88</u> (Grade II)
Lab Technician (Grade III)	\$26.31 <u>\$30.07</u>	\$26.84 <u>\$30.68</u>	\$27.37 <u>\$31.28</u>	\$27.92 <u>\$31.92</u>	\$28.48 <u>\$32.55</u>
Chief Operator (Grade IV)	\$36.07 <u>\$41.23</u>	\$36.79 <u>\$42.05</u>	\$37.52 <u>\$42.89</u>	\$38.27 <u>\$43.74</u>	\$39.04 <u>\$44.62</u>
Grandfathered Rate: Matthew Connolly	\$28.45 <u>\$32.52</u>				

An employee who holds a license that is higher than the minimum requirement for their position receives an additional twenty-five (25¢) cents per hour so long as the license is active.

Section 2. The wages listed in Sections 1 are base amounts that do not include additional payments for longevity.

Section 3. Standby: The following standby compensation will apply to Technical Employees:

- A. One hour at time and one-half for each day of the week.
- B. Two hours at time and one-half for coming in on Saturday.
- C. Two hours at time and one-half for coming in on Sunday.
- 1. Seven hours at time and one-half for holidays.

Section 4. In the event any new rates or job titles are added to any Unit, the Town will negotiate wages with the Union.

Section 5. Longevity is paid as follows:

- A. Two (2%) percent after four (4) years of service.
- B. Four (4%) percent after eight (8) years of service.
- C. Six (6%) percent after twelve (12) years of service.
- D. Eight (8%) percent after sixteen (16) years of service.
- E. Ten (10%) percent after twenty (20) years of service.
- F. Twelve (12%) percent after twenty-four (24) years of service.
- 1. Fourteen (14%) percent after twenty-eight (28) years of service.

Section 6. After completing the required years of continuous service, an employee's longevity payment is computed annually on his/her anniversary date, and computation is based upon his/her base annual salary. If an employee receives a salary increase in base salary, longevity is computed using his/her new annual base salary.

Section 7. Upon successfully completing the requisite probationary period, the employee receives the rate established in the contract.

Section 8. During the effective period of this Agreement, the annual salaries of employees are paid weekly on Thursday through mandatory direct deposit to an approved financial institution.

ARTICLE 13 – PROBATIONARY PERIOD

Section 1. The purpose of the probationary period is to provide an opportunity for the Town to determine whether or not an employee has the abilities and attributes that will qualify him for regular employee status, provided, however, that employees hired prior to the effective date of this Agreement are subject to the probationary period in effect at the time of their hiring. During this probationary period, an employee may be laid off or terminated based upon the sole discretion of the Town and without regard to his/her length of service.

Section 2. The probationary period is nine (9) months from the date of hire for all other positions in existence at the time of the signing of this Agreement and covered by this Agreement.

Section 3. An employee may be retained beyond the end of his/her probationary period only if his/her Department Head and the Town Manager affirm in their written evaluation of the employee that his/her services have been found to be satisfactory.

Section 4. All employees retained after said probationary period are placed on the seniority list as regular employees.

Section 5. Employees on probation will be provided all of the benefits during probation attributed to a permanent full time regular employee, and the employee's probationary period will be included in calculating the retirement pension years of service.

Section 6. An employee hired or promoted without the requisite license(s) required for the position will have 6 months from date of hire or promotion to achieve their required licensure. The Town Manager may grant an extension, if the employee is able to demonstrate the delay in achieving licensure is due to no fault of their own.

ARTICLE 14 – RETIREMENT

Section 1. Employees are entitled to participate in the Maine Public Employees Retirement System (MainePERS) in accordance with the requirements of the Maine Public Employees Retirement System. Participation in the Maine Public Employees Retirement System is voluntary on the part of each employee covered by this Agreement. Employees currently participating in MainePERS may, on a voluntary basis, participate in the ICMA-RC in accordance with the Kittery Administrative Code, Chapter 2.20.1601.1&2. There is no employer match for voluntary participation in the ICMA Retirement Plan.

Section 2. Effective July 1, 2001, the Town agreed to expand the coverage of the ICMA- RC 457 plan currently in effect. This plan is available for current employees who are not enrolled in the Maine Public Employees Retirement System and any newly hired employee who wishes to enroll in the ICMA plan instead of the MainePERS plan. The Town will match the employee's contribution into the 457 plan, up to a maximum Town contribution of six percent (6%). The Town will make a contribution to either MainePERS or the ICMA plan, but not both.

ARTICLE 15 - UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Local Union as they see fit.

Neither party shall exert any pressure on, or discriminate against, any employee in regard to such matters. In this regard, thirty (30) days after the date of hire or effective date of this Agreement, whichever is later, employees will elect to join or not join the Union.

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement.

If an employee chooses not to join the Union, the employee may elect to pay 80% of their current dues for representation purposes. If an employee does not elect either membership or the 80% fee for representation, and desires representation, the employee shall pay the Union directly for the costs of representation.

ARTICLE 16 - DEDUCTION OF UNION DUES

Section 1. The Town will deduct regular monthly dues and fees (on a weekly basis) upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Union as to the amount for dues and fees. The Town will forward all such dues and fees collected to the Secretary-Treasurer of the Union by the 10th of the following month in which deductions were made.

Section 2. The Union shall indemnify and save the Town harmless from any liability that may arise out of the Town's reliance upon any payroll deduction authorization cards presented to the Town by the Union. Such indemnification applies to damages that are sustained as a result of procedural errors or due to reason of mistake of fact that was in the control of or the responsibility of the Union.

ARTICLE 17 - UNION ACTIVITIES

Any employee who is a member of the Union and who acts in any official capacity whatsoever on behalf of the Union will not be discriminated against for his/her acts as a member of the Union so long as such acts do not interfere with the conduct of the Employer's business and are in conformance with the requirements of this Agreement, nor will there be any discrimination against any employee, by the Town or the Union, due to his/her membership in the Union and activities on behalf of the Union, or as a result of his/her lack of membership in the Union or lack of participation in the Union's activities.

ARTICLE 18 - IDENTIFICATION FEES

Should the Employer find it necessary to require employees to carry personal identification, such requirement shall be complied with by the employees. The cost of such personal identification is borne by the Employer.

ARTICLE 19 - SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by the final decision of any tribunal of competent jurisdiction, or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its supplements is not affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for said article or section.

ARTICLE 20 – NON- DISCRIMINATION

It is the policy of the Town not to discriminate against any applicant or employee because of race, religion, color, age, sex, sexual orientation, national origin, ancestry, genetic information or physical or mental disability in the selection, placement, compensation, training and advancement of employees. The Town Manager is the designated person responsible for the enforcement of this non-discrimination policy.

ARTICLE 21 - HOLIDAYS

Section 1. The following holidays are paid holidays for all employees covered by this Agreement:

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Eve (Half Day)
Christmas Day
New Year's Eve (Half Day)

Section 2. If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged with a vacation day for the observed holiday; an extra day may be added for the vacation.

Section 3. Any holiday falling on a Saturday will be observed on the preceding Friday, and any holiday falling on Sunday will be observed on the following Monday.

ARTICLE 22 - HOLIDAY PAY

Section 1. In the event an employee who is entitled to overtime pay is ordered in to work works any recognized legal holiday, as listed in this Agreement, he/she receives his/her regular holiday pay based upon the normal work day of ~~eight (8)~~7 hours at his/her normal straight- time rate of pay, plus overtime for all hours worked, at the rate of one and one-half (1 1/2) times his/her normal straight-time rate of pay, but the receipt of said overtime pay is contingent upon meeting the following conditions:

- 1) The employee is on authorized paid status the days immediately preceding and following said holiday.
- 2) The employee has accumulated ~~forty (40)~~35 hours during the pay period in which the holiday occurs.
- 3) An employee not working the recognized legal holiday receives his/her normal, straight-time rate of pay for said day based upon the normal work day of ~~eight (8)~~7 hours, provided the employee is in an authorized paid status the days immediately preceding and following said holiday.

Section 2. An employee may elect to take another day off with pay, in lieu of receiving additional holiday pay, at a mutually agreed upon time, provided that the Town may impose reasonable limitations upon any such election arising out of manpower and workload requirements of the Town and the availability of qualified, replacement personnel.

ARTICLE 23 – PERSONAL DAYS

Employees are entitled to 3 personal days each calendar year. With the approval of the Department Head, employees are eligible to take their personal days. One personal day will be used for the day after Thanksgiving. The two other personal days must be taken during the year earned. Personal days may be taken in hourly increments.

ARTICLE 24 - INSURANCE

Section 1. The Town shall contribute to the Allegiant Care ("Allegiant") or its actuarial equivalent (equivalency is subject to mutual agreement) eighty-five (85%) percent of the total premium for family, two person or single coverage per month, payable at the office of Allegiant monthly on the fifth day of the month following the month in which due. The employees shall contribute the remaining fifteen (15%) percent each month through weekly payroll deductions. In years 2 and 3 of this Agreement, any premium increases from Allegiant of more than two (2%) percent shall be shared equally between the Town and the employee. (Example: 3% increase to the policy would result in 2% being affected by the 85/15, 1% is split equally. The above listed Town contribution represents the Town's maximum percentage payment and the employee's maximum percentage payment is twenty (20%) percent. The Town is responsible for remitting the employer and employee shares of the premium on a monthly basis to the Trust. In addition, Allegiant shall endeavor to offer multiple plan designs for the employees' option within the term of this Agreement.

The liability of the Town may not exceed the above amounts together with any and all delinquency and interest charges.

The Town agrees that its Agreement hereunder constitutes an obligation for the sums herein provided directly to Allegiant, and further that the Town will be bound by the terms and provisions of the Trust Indenture of Allegiant and any and all amendments thereto, as well as applicable rules and regulations from time to time promulgated by the Trustees thereto.

The Town is not responsible for the administration of the Plan and is held harmless for any claims made against Allegiant.

Section 2. The Town shall provide Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share, plus the employee's share, of Maine Public Retirement System (MainePERS) for as long as the employee remains out of work due to the work-related injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS is prorated. If the injury or illness qualifies as FMLA, the employee will be notified they are being placed on FMLA. Employees may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wage in order to make themselves whole. This includes any waiting period that may exist under the Maine Workers' Compensation Statute.

Section 3. Disability/Life/Accidental Death and Dismemberment Insurance: Disability, life, and accidental death and dismemberment insurance shall be provided by the Town for all full-time employees. The Town shall assume the cost for all full-time employees. Primarily, the plan will provide for fifty-two (52) weeks of benefits commencing on the thirty-first (31st) day following an accident or sickness. The life insurance benefit equals the employee's annual salary rounded to the next highest \$1,000.00.

Section 4. The Town will pay the monthly health insurance premium for the single person level of coverage for any unit member who retires from the Town of Kittery having worked for the Town of Kittery for a minimum of fifteen (15) years and having met the age and/or years of service requirements contained in the MainePERS policy currently in effect for that particular employee. Should the retiree choose to elevate the health insurance coverage level to a two-person coverage plan or family coverage plan, the retiree will be responsible for any additional premiums owed to the insurance provider. The additional payments will be

made to the Town on a monthly basis. The Town will forward all required payments to the insurance carrier on behalf of the retiree. Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be converted to a Medicare companion plan.

In the event that it becomes necessary to change insurance providers, the Town will ensure that there is no lapse of coverage of the retiree, and that the new coverage level will be comparable to the existing level of coverage. Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be converted to the Medex 2 supplement plan through Allegiant, or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2 supplement plan through Allegiant, or a comparable plan. Any additional premiums required for spousal conversion to a companion plan are the responsibility of the retiree.

The fifteen (15) year minimum service requirement applies only to any employee hired after May 1, 2004.

Section 5. The Town agrees to provide the employees with the opportunity to participate in a Flexible Spending Account (FSA) under Section 125 of the IRS rules, which will include the employee paid portion of the qualified insurance programs. The Town will contract with a professional firm to provide administration for the FSA. Employees may choose to enroll in the debit card program; however, employees will be responsible for the debit card's annual fee.

ARTICLE 25 - SOCIAL SECURITY

The Town agrees to pay its required Social Security premiums in accordance with provisions of the agreement between State Agency and Political Subdivision of the State of Maine for the purpose of extending Social Security benefits to the employee of such Political Subdivision and its subsequent amendments which Agreement was entered into between the Maine State Retirement System and the Town in 1952.

ARTICLE 26 – TRAVEL

The Town agrees that employees furnishing their own vehicles for transportation directly related to their work will be paid mileage at the current mileage reimbursement rate established by the IRS. To be eligible for such payments, a municipal vehicle must not be available to the employee, and therefore an employee must use his/her personal vehicle while on the job.

ARTICLE 27 - BULLETIN BOARDS

Section 1. The Town shall make available bulletin board space for the use of the Union at each work location where bulletin boards are presently provided for the purpose of posting bulletins, notices, and other materials. The posting of any Union materials is restricted to such bulletin board space only, except that, in each work location where bulletin board space is not provided for the Union, the Town will designate an appropriate alternative space where such materials may be posted.

Section 2. In no instance may the Union post any material that is profane, obscene, or defamatory to the Town, its representatives, or any individual, or which constitutes campaign material between competing employee organizations, if it is determined that the posting of such material would violate any obligation of the Town for neutrality. The Union is solely responsible for the accuracy and ethical standards of any material posted pursuant to this article.

Section 3. The Town reserves the right, upon consultation with the Union, to remove any materials that do not relate to Union business or which are in violation of this article.

Section 4. All posted Union materials shall be signed by an authorized representative of the Union.

ARTICLE 28 - SEPARATION OF EMPLOYMENT

Section 1. Upon separation of employment and prior retirement, the Employer shall pay the employee full face value of all accrued vacation, holiday, and compensatory time on the payday in the week following such separation. Payment for accrued and unused sick leave will be in accordance with Article 30. Payment for accrued personal days will occur only if the employee is not separated while in a probationary period.

ARTICLE 29 - RESERVE SERVICE LEAVE

Section 1. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their training obligations and/or responding to any civil disorder. Written notification for leaves of absence for such purposes will be made to the Town Manager as soon as possible after the employee's receipt of orders.

Section 2. If an employee is granted a leave of absence for the purposes herein set forth and if his/her daily rate of compensation for such government service is less than the gross daily rate that he/she would have earned had he/she been providing service to the Employer, then the Town shall pay the employee the difference between the pay rates.

Section 3. The employee utilizing reserve leave shall furnish the Town with an official statement of reserve service pay received and reserve service time served.

Section 4. For the purpose of this section, the phrase "daily rate of compensation" is defined as the employee's normal, daily straight-time rate of pay, and does not include overtime or call-in time.

ARTICLE 30 - MILITARY LEAVE

The Town agrees to provide all benefits as required by the Selective Service and Training Act and any other applicable laws then in effect.

ARTICLE 31 - LEAVE WITHOUT PAY

Section 1. An administrative or special leave may be granted to an employee, with approval by the Town Manager, for the purpose of settling the estate of a member of the immediate family, for educational purposes when such education will foster a systematic improvement of the knowledge and/or skills required in the performance of his/her work, for illness or injury when such leave extends beyond the employee's earned sick leave days, and for other reasons that may be beneficial to the employee and the Town.

Section 2. All such leave must be without pay, not disrupt the normal operations of the employee's department, and be specific as to its duration, 12 weeks being the maximum duration. Any leave which falls under FMLA will be subject to the Town of Kittery's FMLA policy.

Section 3. The employee is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the Town Manager prior to its expiration. Failure on the employee's part to return to work upon the expiration of an approved leave without having made prior arrangements for an extension of said leave is deemed a resignation from Town employment.

Section 4. An application for leave without pay must be in writing and must specifically state the

reasons for such application and the length of time requested. Should the reason be for illness or injury, such request must be substantiated with a physician's statement, and the cost of such statement will be paid by the employee.

Section 5. Upon application of an employee who has exhausted his/her paid sick leave time, a leave of absence without pay may be granted by the Town Manager for a period of disability, due to sickness or injury, the first time that a request is made for the same illness. The Town Manager may, from time to time, require that the employee submit a certificate from the attending physician certifying the need for continued leave. In the event of a failure or a refusal to supply such a certificate, the Town Manager may cancel such leave and require the employee to report for work on a specified date. Should the employee fail to report as required, his/her employment may be terminated.

Section 6. An employee is eligible to request an unpaid leave without pay upon the completion of one (1) year of continuous employment.

Section 7. Time spent on leave of absence without pay may not be credited toward vacation leave and sick leave, and an employee on said leave of absence without pay is not eligible for holiday pay. Employees on leave of absence without pay will have to pay for his/her own health insurance premiums.

ARTICLE 32 - SICK LEAVE

Section 1. Sick leave is accumulated at the rate of one (1) day per month to a maximum of one hundred fifty (150) days; said accumulation could be applied to retirement, as permitted by the Maine Public Employees Retirement System. The remaining days will be given as early retirement. At the end of the calendar year (December 31), all sick leave over one hundred fifty (150) days will be given back and the Town will pay fifty (50%) percent of the face value, at the employee's normal rate of pay for the days that were given back. There will be no sick leave buy back for employees hired after July 1, 2014.

Section 2. Employees who retire or resign from the Town (after a minimum of ten [10] years continuous service) and who have accrued vacation and sick leave time to their credit at the time of such resignation or retirement will be paid the wages equivalent to the vacation and sick leave. Sick leave payment will only be made if separation is in good standing. There will be no sick leave buy back for employees hired after July 1, 2014.

Section 3. Qualified employees are eligible for paid sick leave from and to the extent of their unused accumulated paid sick leave credits in the following situations:

- A. When it is established to the Town's satisfaction that the employee is incapacitated and cannot safely perform the employee's duties due to sickness, pregnancy, or injury.
- B. When it is established that, due to exposure to a contagious disease, the health of others would be affected by attendance at work. A physician's statement recommending absence from work shall be required.
- C. When it is established that an illness exists in the immediate family of the employee, and then for such periods as the attendance of the employee is necessary. The term immediate family is defined as including spouse, domestic partner, children, grandchildren, parents, mother-in-law or father-in-law, domiciled with the employee. In addition, immediate family also includes other relatives domiciled with the employee.

Employees will be allowed to utilize up to ~~forty (40)~~35 hours of sick time to care for their spouse, parents or

children who are not domiciled with the employee.

Section 4. If an employee is absent for more than three (3) consecutive days, or in cases of suspected abuse, the Employer may require medical proof for said sick leave, in which case the employee involved is required to provide a written statement from his/her physician certifying the necessity for said absence, and the ability of the employee to return to work and perform the required functions of the employee's duties. Should the Employer require a medical statement, the Employer shall pay the portion of the cost for the visit which is not covered by medical insurance.

Section 5. In order to qualify for sick leave payments, an employee must notify his/her Department Head, or, in the Department Head's absence, the Department Head's designee, not later than the employee's normal starting time, on the first day of the absence. In addition to the above, the employee, if absent three (3) or more consecutive days, is required to provide a physician's statement, and will notify his/her Department Head when his/her physician has cleared him/her to return to work.

Section 6. No employee may be reimbursed for sick leave outstanding if the employee is discharged by the Town. Nothing in this section shall constrain an arbitrator or the parties from crafting a settlement related to a grievance under which sick time is paid to an employee following the cessation of his/her employment.

Section 7. Whenever sick leave payments are made under this article, the amount of such payments/hours is deducted from the employee's unused, accumulated sick leave.

Section 8. In the event the employee is temporarily disabled to the extent that the employee is unable to perform all of the duties and functions normally required of the employee the Town Manager, in his/her judgement, may approve the employee returning to work on a limited basis. It is understood and agreed that the Town Manager has the sole and complete discretion and authority to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

Section 9. Falsification of evidence in substantiating sick leave is cause for disciplinary action.

Section 10. In the event of the death of an employee with more than ten (10) years of service, the Town shall pay to the designated beneficiary one hundred (100%) percent of the accumulated and unused sick leave. There will be no sick leave pay out for employees hired after July 1, 2014.

ARTICLE 33- BEREAVEMENT LEAVE

Section 1. An employee may be excused from work for up to five (5) successive days of work, due to a death in his/her immediate family, without loss of pay or other benefits. The term "immediate family" means spouse, domestic partner, parents, step-parents, children, step-children, brother, sister, grandmother, grandfather, mother-in-law, and father-in-law. Up to three (3) days of leave may be granted for the death of other relatives upon approval of the Town Manager.

Section 2. During this absence, an employee will be paid at his/her regular base rate of pay for the scheduled hours of work missed. ~~Not more than eight (8) hours per day will be paid under this article.~~ It is intended that this time be utilized for the purpose of handling necessary arrangements for and attendance at the funeral.

Section 3. An employee wishing to utilize bereavement leave shall notify the Department Head or Town Manager by e-mail or phone call, and said request will indicate the number of days requested and the reason for said request.

Section 4. In the event of an employee's death, representative employees, determined mutually by the Town Manager and the Union, may utilize leave without pay for the purpose of attending the funeral.

ARTICLE 34 – VACATION

Section 1.

- A. Town employees may not receive extra pay in lieu of utilizing vacation leave.
- B. The vacation calendar for all Town employees is from January 1st to December 31st.
- C. A maximum of ~~40~~35 hours may be saved from one year to the next. Additional hours may be carried over with approval of the Town Manager.

Section 2. Entitlement to vacations under this article are determined as of the employee's anniversary date of each year.

- A. Employees will receive ~~forty (40)~~35 hours of vacation upon completion of the probationary period, and an additional ~~forty (40)~~35 hours of vacation upon completion of one (1) year of continuous service.
- B. Employees who have completed more than one (1) year of currently continuous service, but less than five (5) years will receive ~~eighty (80)~~70 hours of annual vacation leave.
- C. Employees who have completed five (5) years of currently continuous service, but less than ten (10) years, receive one hundred twenty ~~(120)~~105 hours of annual vacation leave.
- D. Employees who have completed ten years of currently continuous service but less than twenty (20) years receive one hundred sixty ~~(160)~~140 hours of annual vacation leave.
- E. Employees who have completed twenty (20) years or more of currently continuous service receive two hundred ~~(200)~~175 hours of annual vacation leave.

Section 3. In the event that an employee covered under this Agreement dies during the term of this agreement, his/her accrued vacation credits, if any, will be paid by the Town, in equivalent wages, to the employee.

Section 4. In the event of the dismissal of an employee for cause, or if an employee voluntarily leaves, or retires from his/her employment, said employee is entitled to vacation pay for all unused vacation earned.

Section 5.

- A. An hour of vacation pay as provided for in this article equals one (1) hour of pay at the employee's regular straight-time rate of pay at the time that the employee takes his/her vacation.
- B. The Employer shall determine the number of employees who can be assigned for vacation purposes at any one time, provided, however, that any such determination will be based upon the anticipated manpower and work load requirements of the Town.
- C. A seniority list will be posted not later than January 15th of each calendar year, and all employees shall indicate, prior to April 15th of that calendar year, the dates on/during which they desire to take their eligible vacation leave. In the event that two (2) or more employees desire the same vacation date(s) and it is determined by the Town Manager that both employees cannot be assigned for

vacation purposes, the employee having the least amount of seniority selects alternate dates for vacation. A final vacation list indicating those dates agreed upon shall be prepared by the Town Manager and posted no later than May 15th of any calendar year.

Section 6. In the event that an employee does not select a vacation period prior to April 15th, he/she is permitted to select a vacation period from the available remaining dates. If two (2) or more employees have failed to make selections by April 15th, their selections are made on a first come, first served basis.

Section 7. The Town will make every effort to see that employees who have scheduled their vacation time receive it when scheduled; but due to unforeseen required work or other emergency situations, if the employee is unable to take his/her vacation during the assigned period, the Town Manager shall make every effort to reschedule a vacation period convenient and agreeable to the employee and the Town in the calendar year in which the employee's vacation period was assigned.

Section 8. A newly hired employee becomes eligible to utilize accrued vacation leave upon the successful completion of six (6) months of continuous employment. Employment begins on an employee's first full day on the job, and time on layoff, suspension, or leave without pay is not counted in determining the date of completion of a full month or a full year of employment.

ARTICLE 35 - USE OF FACILITIES

Section 1. The Town shall provide to the Union use of appropriate rooms for meetings of employees and representatives of Union, provided that the following conditions are met:

- A. Rooms must be reserved in advance.
- B. Such meetings must be held during non-working hours.
- C. Meetings of regular Town Boards, commissions, and committees receive preference in the scheduling of the use of rooms.

Section 2. The business agent, stewards, and secretary of the Unit are permitted to use, in conjunction with their Union duties, Town telephones to which they normally have access for non-toll or toll-free calls.

Section 3. The Town shall provide all members of the Unit with one (1) free annual pass to Fort Foster.

Section 4. The Town will provide the employees one (1) free annual Kittery Community Center membership.

ARTICLE 36 - EMPLOYEE DEVELOPMENT AND TRAINING

Section 1. To the extent made possible through the annual allocation of budgeted funds, the Town will attempt to provide funding for training that is directly related to the duties of an employee's job.

Section 2. An employee wishing to attend a training course or seminar shall make a written request to the Town Manager to do so, and said written request will include, at a minimum, the date, time and length of the training; the location of the training; the tuition/registration cost and other costs associated with attendance; the reason(s) that said training would prove beneficial to the Town and to the employee.

Section 3. Complete and final authority shall rest with the Town Manager to review, and upon completion of said review, to approve or deny said requests for training.

Section 4. The Town agrees to pay for the renewal of required Wastewater Treatment Operator

licenses.

ARTICLE 37 - PROTECTION OF EMPLOYEES

Section 1. No employee shall suffer a reduction in existing salary for a period of one (1) year as a result of reclassification or reallocation of his/her position.

Section 2. It is agreed that all employees will have clean, dry, heated areas, as now exist, in which to eat their lunches.

Section 3. Absence for the purpose of attending court as a witness on behalf of the Town, or for jury duty, is not chargeable as leave and will not result in loss of pay. When called to perform these civic duties, the employee will promptly notify the Employer and submit a copy of the official summons for jury duty or witness service as far in advance as possible prior to the beginning of such service. Upon completion of such service, the employee will present to the Employer written evidence of the time served on such duties. The employee will turn over to the Town any jury fee, but will keep any travel pay.

Section 4. The Town shall pay the reasonable cost of the repair or replacement of an employee's clothing that is damaged or destroyed while working. Payment will not be made for the repair or replacement of the above items if due to negligence on the employee's part.

ARTICLE 38 - PERSONNEL FILES

Section 1. Upon request to the Human Resources Manager, an employee is permitted, at any reasonable time during normal working hours, to review the materials in his/her personnel file. He/she is allowed to have placed in such file a response to anything contained therein that he/she considers being adverse.

Section 2. Upon request to the Human Resources Manager, an employee will be provided with an initial copy of any or all materials in his/her personnel file. Should a subsequent request be made for a copy of the same materials, an employee shall be charged the current cost per page for copying materials for the general public.

Section 3. Copies of all materials to be placed in an employee's personnel file will be given to such employee simultaneously with placement in the personnel file.

ARTICLE 39 - LEAVE WITH PAY FOR NEGOTIATIONS

One Unit member designated by the Union is granted administrative leave with pay to that individual Town employee so designated by the Union to participate in the collective bargaining meeting(s), mediation proceedings, fact-finding, and/or arbitration proceedings. The Union shall give a twenty-four (24) hour notice to the Town's negotiator whenever a Town employee who is a bargaining Unit member is required to attend any meetings.

ARTICLE 40 - MANAGEMENT RIGHTS

The parties hereto recognize and agree that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations and personnel covered under this Agreement are vested in the Employer, in a full unrestricted manner, as provided by the laws of the State of Maine and the Town of Kittery.

ARTICLE 41 - COPIES OF AGREEMENT

The Town shall have this Agreement reproduced and shall furnish one copy to each member of the bargaining Units with the Union as soon as practicable following final agreement by the parties upon the terms and conditions of this Agreement.

ARTICLE 42 - DURATION OF AGREEMENT

Section 1. This Agreement is effective as of July 1, 2021 and it remains in full force and effect until June 30, 2024. It is automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least one hundred and twenty (120) days prior of the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations begin no later than sixty (60) days prior to the anniversary date. This Agreement remains in full force and be effective during the period of negotiation and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which may not be before the anniversary date set forth in the preceding paragraph.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time to the termination or automatic renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set forth hands and seals this _____ to be effective as of July 1, 2021.

Town of Kittery

Teamsters Local Union No. 340
affiliated with the International Brotherhood

