

# **Collective Bargaining Agreement Between**

**The Town of Kennebunkport**

**And**

**Teamsters Union Local 340 - Affiliated with the  
International Brotherhood of Teamsters**

July 1, 2024 through June 30, 2027

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This AGREEMENT is entered into between the Town of Kennebunkport Maine, hereinafter referred to as the "Town" and Teamsters Union 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 Employees Labor Relations Act (title 26 M.R.S.A. §§ 961-975 as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient municipal operations.

## ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the sole and exclusive agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all its eligible employees within the bargaining unit. The following positions are recognized as eligible classifications: Police Sergeant, Detective, Corporal, Patrol Officers, Dispatchers, Dispatcher Administrator, Administrative Assistant to the Chief, Lead Treatment Plant Operator, Wastewater Plant Operators, Wastewater Mechanic, Highway Foreman, Highway Equipment Operators/Truck Drivers, Laborers, Deputy Tax Collector, Assistant Deputy Treasurer, Assistant Deputy Tax Collector and Secretary as determined in accordance with the Maine Public Employees Labor Relations Act.

## ARTICLE 3 - DEFINITIONS

**Authorized Leave:** Includes all vacation leave, comp time, sick leave, bereavement leave, family medical leave, military leave, and a leave of absence as defined by the Collective Bargaining Agreement.

**Town:** The Town of Kennebunkport, Maine.

**Union:** Teamsters Union Local 340 affiliated with the International Brotherhood of Teamsters.

**Town Manager:** The authorized agent of the Board of Selectmen and the chief administrative officer of the Town.

**Steward:** A member of the bargaining unit that has been authorized by the Union to act in its behalf.

**Seniority:** Shall be interpreted to mean length of continuous service only from date of last permanent hire.

**Immediate family:** Is hereby defined to include spouse, children, or parents.

## ARTICLE 4 - UNION SECURITY

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

Membership in this Local Union is not compulsory, employees have the right to join or not 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 regards to such matters. Those employees who choose not to join the Union shall be subject to one of the following options:

1. The employee may sign a written payroll authorization deduction in the amount of eighty percent (80%) of the present cost of the Union dues; or
2. Be subject to no payroll deduction with the understanding that if the services of the Union Representative are requested the employee shall pay reasonable fees for the Business Agent. If the Union Attorney is solicited, the employee shall pay reasonable attorney fees. The Union's cost of arbitration or proceedings, if any, will be borne by the employee; or
3. Self-Representation.

### **ARTICLE 5 - CHECKOFF**

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

### **ARTICLE 6 - TRANSFER OF TITLE OR INTEREST**

**A.** In the event that any functions performed by unit employees are assimilated by reason of consolidation of jobs or through a process of combining municipal services through a regional or inter-municipal agreement the Town agrees to meet with the Union at least thirty (30) days before the implementation of such consolidation or inter municipal merger to discuss potential changes affecting bargaining unit positions. In any case, unit employees shall be given first preference by seniority for hire into any position which the consolidation or merger produces, provided said employees are qualified for such new positions and provided the Town is considered the legal employer.

### **ARTICLE 7 - STEWARDS AND UNION ACTIVITIES**

**A.** The Town recognizes the right of the Union to designate Stewards and Alternates. The Union shall notify the Town, in writing, of the unit employees designated as Stewards or Alternates. Their authority shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement;
2. The collection of dues when authorized by appropriate Local Union action;

**3.** The transmission of such written messages and information which shall originate with and are authorized by the Local Union or its Officers.

**B.** The Town recognizes the authority of Stewards and their Alternates and shall not hold the Union liable for any activities other than those that are authorized.

**C.** Stewards shall be permitted a total of two (2) hours per regular workweek to investigate, present and process grievances without loss of time and pay. This time may be extended at the discretion of the Town Manager. Such time spent in handling grievances shall be considered working hours in computing weekly overtime.

**D.** The Town agrees to grant the necessary time off, without loss of seniority rights and without pay to any employee designated by the Union for Official Union Business, if there is sufficient staffing available to cause no interference with departmental operations.

**E.** Stewards shall be paid for attendance at negotiations, if such time is during their normal work day.

### **ARTICLE 8 - ACCESS TO PREMISES**

**A.** With notification to the Town Manager, authorized representatives of Teamsters Union Local #340 shall enter Town premises for investigation of grievances under this Agreement provided, however, that normal operation and work schedules are not affected as a result. A list of authorized Teamster representatives who may enter Town premises will be furnished by the Union to the Town Manager within forty-five (45) days of the effective date of this Agreement.

### **ARTICLE 9 - BULLETIN BOARDS**

**A.** The Town shall provide and maintain a bulletin board at a suitable location on the premises of the respective department headquarters. The Union shall limit its use of the bulletin board to official Union business such as meeting notices and Union bulletins.

### **ARTICLE 10 - MANAGEMENT RIGHTS**

**A.** The Town retains all rights and authority to manage and direct its employees and determine work shift assignments except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such reasonable rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of the Agreement. The Town agrees to forward copies of said rules and amendments thereto to the Union and the designated Union Steward at least twenty one (21) days before the implementation of the new rules and regulations.

### **ARTICLE 11 -SENIORITY**

**A.** The Town shall establish a seniority list by department for, Police Sergeant, Detective, Corporal, Patrol Officers, Dispatchers, Dispatcher Administrator, Administrative Assistant to the Chief, Lead Treatment Plant Operator, Wastewater Plant Operators, Wastewater Mechanic, Highway Foreman, Highway Equipment Operators/Truck Drivers, Laborers, Deputy Tax Collector, Assistant Deputy Treasurer, Assistant Deputy Tax Collector and Secretary. Said list shall be subject to amendment from time to time as circumstances shall warrant. In listing, employees with the greatest seniority

(years of service) shall be listed first. Said seniority lists shall include the employee's last date of permanent hire.

**B.** Said lists and all amendments thereto, as the same are promulgated and confirmed copies thereof shall be sent to the Principal Officer and Steward of the Union and shall be posted in a conspicuous place at the Town Offices for a period of not less than thirty (30) days. In addition thereto, said list, as amended, shall be brought up to date on February first (1<sup>st</sup>) of each year. Any objections to the seniority list as posted must be reported to the Town Manager or designee within ten (10) days from the date posted or it shall stand as accepted, whereupon it shall take full force and effect.

**C.** Seniority, for the purpose of this Agreement, shall be interpreted to mean length of continuous service only from date of last permanent hire and shall be a factor, if abilities and qualifications are equal, in all matters affecting promotions and filling of vacancies. Seniority shall be the governing factor in all matters affecting lay-offs (with bumping rights provided job qualifications are equal), recall and vacation preference. Said bumping rights shall extend only to classifications within each division. In no event shall a more senior employee displace a less senior employee with greater job responsibilities within his/her classification. The divisions and classifications recognized therein are as follows:

<u><b>Division</b></u> <u>Police</u>	<b>Classifications</b> i. Sergeants ii. Corporal iii. Detectives iv. Patrol Officers	<u><b>Division</b></u> <u>Town Office Staff A</u>	<b>Classifications</b> i. Deputy Tax Collector ii. Assistant Deputy Tax Collector
<u>Communications A</u>	i. Dispatch Administrator ii. Dispatcher	<u>Town Office Staff B</u>	Assistant Deputy Treasurer
<u>Communications B</u>	Admin Assistant to the Chief	<u>Town Office Staff C</u>	Secretary
<u>Waste Water Treatment Plant</u>	i. Waste Water Mechanic ii. Waste Water Lead Operator iii. Waste Water Equip. License 3, 4, and 5 iv. Waste Water Equip. Operator v. Waste Water Laborer	<u>Highway</u>	i. Highway Foreman /Equipment Operator  ii. Equipment Operator/Truck Driver

For purposes of this agreement the job positions listed in each classification are listed in decreasing order of responsibilities.

A minimum of thirty (30) calendar days' notice shall be given in any lay-off situation. If possible more than thirty (30) calendar days' notice shall be given.

**D.** The Town may hire temporary employees for positions covered in the Agreement to fill absences due to regular Union employees' medical disability, FMLA, absence due to Workers' Compensation or

other reasonable circumstances, when the Town believes it to be in the best interest to hold the position open and has reason to believe the regular employee will attempt to return to his/her position.

A temporary employee's date of hire will be the first day he/she starts employment with the Town. The date of hire will not change if the employee moves from a temporary position to a regular position in the same classification, providing there is no break in service prior to six (6) months of continuous employment due to a layoff or of the employee's own accord.

A temporary employee will be paid the prevailing rate and be entitled to holiday pay as outlined in this Agreement. The date of hire will be used for purposes of any step increases and for determination of vacation earnings at the appropriate years. At the end of six (6) months from the date of hire, sick leave will begin to be earned and health insurance and disability insurance will be made available, as provided in this Agreement. Eligibility for clothing allowance will be effective after six (6) months of employment and paid at appropriate intervals, if applicable. The employee will be covered by all provisions of the Agreement after six (6) months of continuous employment.

Service time as a temporary employee will count towards the probation period as outlined in this agreement.

## **ARTICLE 12 - WORK WEEK AND OVERTIME**

### **A. Work Schedule**

1. The regularly scheduled work week for employees covered by this Agreement shall be as follows: (excluding lunch periods as scheduled by Department Heads)

Corporal – forty (40) (on duty during lunch)  
Sergeants – forty (40) hours (on duty during lunch)  
Patrol Officers – forty (40) hours (on duty during lunch)  
Dispatcher – forty (40) hours (on duty during lunch)  
Dispatcher Administrator – forty (40) hours (on duty during lunch)  
Laborers – forty (40) hours  
Highway Equipment Operator/Truck Drivers – forty (40) hours  
Highway Crew Leader/Equipment Operator – forty (40) hours  
Waste Water Operators – forty (40) hours  
Waste Water Maintenance Mechanic – forty (40) hours  
Secretary – thirty-seven and one half (37 ½) hours  
Asst. Deputy Treasurer – (40 hours)  
Deputy Tax Collector – (40 hours)  
Assistant Deputy Tax Collector – (40 hours)

2. The pay period shall begin at 0700 hours Monday and shall end at 0659 hours Monday. The Town has the option to pay employees weekly or bi-weekly.

3. Employees shall work overtime when the same is necessitated by workflow requirements. The overtime rate (1.5 times the straight time hourly rate) shall be paid for all hours of work performed over forty (40) hours per week. Sick leave shall not constitute time worked in computing overtime. Holiday, vacation, and the initial seven (7) days covered by a workers' compensation claim during a twelve (12) month period shall count as hours worked for the computing 'of overtime. In the event that

workers' compensation exceeds seven (7) days in any twelve (12) month period, any subsequent absence shall not count as hours worked for the computing of overtime. For example, if an employee is injured on the job, any absence up to seven days would count as hours worked for determining overtime. In the event the original workers' compensation claim extends beyond seven (7) days, any subsequent time during the twelve (12) month period would not count for calculating overtime. When an employee is called back to duty during an emergency while on vacation, hours worked shall be paid at time and one half (1.5).

4. The maximum hours worked, except in emergencies, shall not exceed two (2) shifts in a midnight-to-midnight period. Emergency short-notice situations for shift coverage may be arranged by the duly authorized agent of the department head. It will be the responsibility of the department head (or the Department Head's designee) to arrange coverage for employees out sick, on vacation, and for any overtime. If a dispatcher notifies his/her supervisor two (2) hours or less prior to the beginning of the dispatcher's scheduled work shift that he/she may be absent due to sickness or emergency, the supervisor shall require the on duty dispatcher to work the next shift or the first four (4) hours of said shift. In such an instance, the dispatcher scheduled to work the subsequent shift shall be required to work the four (4) hours prior to the dispatcher's regular work shift. For example, if a dispatcher calls in sick, the on duty dispatcher will be "held over" for an additional four (4) hours and the dispatcher scheduled to work the shift after the sick dispatcher's shift shall be required to commence work four (4) hours prior to the beginning of that dispatcher's scheduled shift. Thus, the "in between" shift will be covered by two dispatchers.

5. Should the Town feel the necessity of changing the work schedule during the term of this Agreement, the Union shall be notified in writing two (2) weeks in advance of the work schedule change and the Town shall meet with the Union to discuss the proposed work schedule change prior to the effective date of the change.

6. When an employee works within another department, their hours will be added to his/her work week at his/her rate of pay. (overtime if appropriate).

## **B. Regular Duty Overtime**

1. In cases of regular duty overtime for police, dispatchers, highway and wastewater department workers, work is to be offered to the members of the bargaining unit within their department, by seniority and in rotation. Pay for this is to be at the applicable overtime for the employee performing the work. Police regular duty overtime - when the seniority and rotation list within the department bargaining unit has been exhausted, then any work vacancies remaining will be filled by police reserves based on a rotation and date of appointment as a reserve police officer. In the case of conflict where two or more persons may share the same appointment date, if the parties are full-time employees, date of hire to the full-time positions will be the determining factor; for all other persons, alphabetical order will be the determining factor. Dispatcher regular duty overtime - When the seniority and rotation list within the dispatchers' bargaining unit has been exhausted, then any work vacancies remaining will be offered to qualified police officers. If no qualified police officer accepts the overtime opportunity, then the vacancy may be filled by a qualified substitute dispatcher. If a qualified substitute dispatcher does not volunteer, then the Police Chief shall require a regular dispatcher to work. Any patrol officer who fills a dispatcher vacancy shall be paid at the dispatcher's rate of pay. Any police sergeant who fills a dispatcher vacancy shall be paid at the wage rate of a patrol officer.



### **C. Dispatcher Overtime**

1. In cases of extended leave coverage only, vacancies shall be offered first to qualified reserves before bargaining unit employees. Extended leave coverage shall be for mandatory training anticipated to be in excess of two (2) weeks and personal leaves of absence (including sick leave, workers' compensation, personal leaves of absences, etc. Vacancies resulting from vacations taken from September 16 through June 14, which are anticipated to be in excess of two (2) weeks shall be offered first to qualified reserves before bargaining unit employees.
2. The Town reserves the right to assign the "extra" shift to a qualified substitute.

### **D. Special Events**

1. "Special Event" (weddings, auctions, dances etc.) will be first offered off a "special event" list to members of the bargaining unit in the Police Department, by seniority and by rotation, and then to Police Department employees who are qualified reserves by seniority and in rotation.
2. Individuals working special events for non-profits or a school shall be paid at that individual's rate of overtime pay, with a minimum of three (3) hours paid. Individuals working events for profit shall be paid time and one half at the rate of sixty dollars (\$60.00) per hour, with a minimum of three (3) hours paid. The Town shall also charge an additional amount to defer cost of Social Security, Maine Public Employee's Retirement System and Workers' Compensation. The hours worked at special events shall not constitute overtime work.
3. Events sponsored by or to benefit a volunteer fire company, KEMS or the Kennebunkport School shall be charged at the police officer's overtime rate.

### **E. Lunch**

1. Dispatchers shall be allowed a thirty (30) minute lunch period away from their assigned area subject to the following:
  - a. The employee will be required to take the lunch period within the building; and
  - b. A qualified employee is available to cover the dispatcher's duties during the lunch period without incurring additional overtime or wage costs.

### **F. Work Schedule**

1. Employees required to attend departmental meetings shall be paid for a minimum of two (2) hour or actual time at the meeting. The departmental meetings are not considered "CALL BACK" time.

### **G. Secretary**

1. When a secretary replaces another position, the secretary shall be paid the appropriate rate of pay for that position, but in no case should the secretary receive less than the secretary's normal rate of pay.

## **H. Court Officer**

1. The Court Officer employees will be responsible for dispatching court work and other clerical work.

### **ARTICLE 13 - CALL BACK TIME**

**A.** Any employee called back to work shall receive a minimum of four (4) hours pay at a time and one half (1.5) rate for the first call back within a twenty-four (24) hour period for work for which they are called back. If the employee is called back again within the four (4) hours call back time, he/she shall receive no additional compensation. However, if the employee is called back after the initial four (4) hour call back time has expired, the employee shall receive a second call back of four (4) hours pay at the time and one half (1.5) rate.

**B.** Any wastewater equipment operator required to perform job responsibilities on a weekend or holiday shall receive a minimum of two (2) hours pay.

**C.** In the event an additional employee(s) within the Highway Department or the Waste Water Treatment Facility may be required to be called in, the first called-in employee shall notify the employee's supervisor. The supervisor may decide to be the assisting person for a short-term work period - generally less than thirty (30) minutes - or the supervisor may authorize calling in additional personnel. [This provision is not applicable to employees within the Police Department; a different procedure exists for those employees.]

**D.** Each Department head shall maintain and post, by department, a rotation list for call back time.

### **ARTICLE 13B – ON CALL COMPENSATION FOR WASTEWATER EMPLOYEES**

Any Wastewater Department employee who is assigned as on-call for a Monday through Sunday period shall be compensated at a rate equal to seven (7) hours at his /her regular rate of pay. In addition, if the on-call employee is called into work outside of regular hours during his/her on –call week, he/she shall receive a minimum of two hours pay at a time and one half (1.5) rate. The employee may choose to receive cash payment or the equivalent credit of compensation leave, subject to the determination or management.

### **ARTICLE 14 - COURT TIME FOR POLICE OFFICERS**

**A.** Any employee covered by this Agreement who is required to attend court:

1. Outside of the employee's regular scheduled work shift shall receive a minimum of three (3) hours of pay at his/her applicable hourly rate for such attendance; or

2. Within regular scheduled work shift shall be compensated at the applicable hourly rate.

No Court time shall be allowed to any such employee who has been notified that his/her presence is not needed prior to the end of his/her shift on the day preceding a scheduled court attendance. If he/she is required to stay in attendance at such court for more than three (3) hours in any one day, he/she shall be paid for all actual hours spent that day provided however, that any and all fees, compensation or allowance to which any officer is or would be entitled to for such court time as

provided for by statute or court order shall be turned over and paid to the Town and not retained by the Officer.

**B.** The Town will request the Clerk of Courts to pay amounts due Town police officers directly to the Town.

**C.** Court time shall include all administrative hearings.

## **ARTICLE 15 - WAGES**

**A.** New employees may be hired at an appropriate level, i.e. start 6 months, 12 months, or 18 months, according to the employee's experience and training. The Start level shall be \$1.50/hour less than the current job rate. The six (6) month level shall be \$1.00/hour less than the current job rate. The twelve-month level shall be \$.50/hour less than the current job rate. The 18-month level shall be the current job rate and is detailed for each position as contained in Schedule A.

Current employees to be placed on their appropriate wage scale contained in Schedule A according to their credited years of experience.

### **B. Compensation Time**

The Town and Union agree on initiating a compensation time program as follows: "Employees may elect to receive compensation time in lieu of overtime, with a maximum total accumulation of ~~(6) six~~ (8) eight days at any given time. The employee must use a minimum of half-hour (1/2) at a time, its use will require department head approval, and the Town reserves the right to pay the overtime". Employees may use a maximum of twelve (12) days of compensation leave in a calendar year.

*Note for bargaining history only and not to be included in contract: Town proposal includes one-time recognition of prior documented work experience (max up to 10 years) for current employees for purposes of placement on wage scale and vacation accrual. The Town Manager's determination shall be final unless arbitrary or capricious or without basis in fact.*

### **C. Wastewater Employees**

There will be a two-tiered compensation for wastewater employees as follows:  
No license, Licensed Certification 1 will equal base rate (currently WWEO licensed rate)

Wastewater Treatment Plant Operators with either a Wastewater Treatment Plant Operators 2, 3, 4, or 5 License will be base rate plus 2%.

### **D. Police Officers**

Any Police Officer or dispatcher assigned by the Chief to be a Field Training Officer (FTO) shall be paid forty dollars (\$40.00) per week for the weeks serving in the FTO capacity.

**ARTICLE 16 - HOLIDAYS**

**A.** The following holidays shall be paid holidays for employees covered by this Agreement:

- |                                |                            |
|--------------------------------|----------------------------|
| 1. New Year's Day              | 8. Indigenous Peoples' Day |
| 2. Martin Luther King, Jr. Day | 9. Veterans Day            |
| 3. President's Day             | 10. Thanksgiving           |
| 4. Patriots Day                | 11. Day after Thanksgiving |
| 5. Memorial Day                | 12. ½ Day Christmas Eve    |
|                                | 13. Christmas Day          |
| 6. Independence Day            | 14. Personal Day           |
| 7. Labor Day                   |                            |

**B.** In order to be paid for a holiday, an employee must work the last scheduled day before the holiday and the first scheduled day after the holiday or be on authorized leave. Holidays will be observed on the dates scheduled by the state and/or federal government.

**C.** Employees shall receive premium pay of time and one-half (1.5x) their regular hourly rate for any hours actually worked during the 24-hour period on Thanksgiving or Christmas Day.

**D.** Employees who are required to work a holiday shall be given an eight (8) hour personal paid day off or the applicable hourly rate for hours worked. Personal time days off shall be granted subject to a written request to the Department Head or Town Manager at least forty-eight (48) hours before the commencement of the day to be taken and shall be taken within thirty (30) working days following the holiday.

**E.** Any other time declared as a holiday or non-work day by the Town Manager or Selectmen for nonunion employees shall also be granted to all unit employees.

**F.** The Personal Day will be posted on January 1 of each year and must be taken during that calendar year. Personal days not used may not be carried over and have no cash value.

**ARTICLE 17 - VACATIONS**

**A.** Vacation time will accrue on a weekly basis. The table below indicates the correct accrual based on years of service for a 40 hour work week. Those employees working less than 40 hours will be prorated in accordance with their schedule.

<b>Years of Service</b>	<b>Yearly Vacation Days</b>	<b>Actual Hours Accrued Weekly – 40 hour week</b>
1	9	1.38
2	13	2.0
5	15	2.31
10	18	2.77
15	20	3.08
20	22	3.38
25	24	3.69

**B.** Vacation time will accumulate during the six (6) month probationary period and becomes available for use after probation ends.

**C.** Vacation schedules shall be submitted for approval to the appropriate Department Head. In case of conflict, vacations shall be granted by order of seniority. Accrued vacation days may be taken after six (6) months of service.

**D.** Police Department and Communications vacation procedures are outlined in Appendix A.

**E.** If a holiday listed in Article 16 falls within the vacation period, an additional day of vacation will be granted with pay or the employee may elect to receive an additional eight (8) hours' pay in lieu of the day off. If an additional day is taken, the extra day must be taken immediately before or after as an extension of the vacation. During unpaid leaves of absence, no vacation days will accrue. An employee may carry over up to a maximum of five (5) vacation days each year. The total accumulation shall not exceed twenty (20) days.

### **ARTICLE 18 - SICK LEAVE**

**A.** Eligible employees shall earn one (1) working day of sick leave per month to accumulate to a maximum of four hundred eight (480) hours, except that new employees shall complete four (4) weeks of continuous service from date of hire before becoming eligible for the benefits of this Article. Sick leave shall be earned by an employee at the foregoing rate in any month in which the employee is compensated for forty (40) or more hours of actual work. For the purpose of this section, however, earned vacation time shall be considered as working time. Current employees who have in excess of 480 hours accumulated as of November 1, will be paid that time in accordance with the existing policy into their HRSA Account.

Upon ratification of the transition to the 480-hour limit, any employee who has in excess of 480 hours of accumulated sick leave will receive payment for those excess hours per the formula in Section E.

During any year, an employee may have in excess of 480 hours, but on November 1 of each year will receive payment per Section E to return their account to 480 hours.

**B.** An eligible employee shall be entitled to sick leave pay when, by reason of "non service connected" disabling injury or illness, he is unable to perform any of the duties for which he is qualified.

**C.** Sick leave pay for up to three (3) consecutive days of sick leave shall be granted. The Town, at its discretion, may require that a request for sick leave pay for more than three (3) consecutive days or when an employee has used twelve (12) or more sick leave days within a contract year shall be accompanied by a written statement from the employee's physician showing the need thereof. If an employee is required to submit said written physician's statement, the cost of the physician's statement shall be borne by the Town. The employee shall, when and at the time requested, advise the Town of his medical status and his availability for work.

#### **D. Family Sick Leave**

An Employee may elect to use up to forty (40) hours of earned sick leave per calendar year to care for members of the immediate family (spouse, children or parents) who are ill. Upon documentation of a qualifying family medical leave event affecting a member of the employee's immediate family (spouse, children or parents), an employee may utilize up to two hundred-forty (240) hours of earned sick leave during the term of that FMLA absence. This time must be taken within the FMLA leave of absence.

**E.** Beginning in calendar year 2010, the town agrees to provide to eligible employees a Health Care Saving Plan, as defined by, and in accordance with, the rules and regulations of the Internal Revenue Service. Employees eligible to participate will, at a date determined by the Town, be debited fifty- six (56) hours of accumulated sick leave and shall receive a cash credit equal to forty-eight (48) hours at the employees rate of pay, provided the employee maintains a minimum of four hundred and eighty (480) hours of accumulated sick leave, said cash credit to be paid by the Town into the employee's Health Saving Plan.

**F.** Upon retirement an employee shall receive the dollar value of fifty percent (50%) of the unused portion of his/her accumulated sick leave. Such payment not to exceed the dollar value of forty-five (45) days, that is, three hundred and sixty (360) hours of pay at the applicable straight time hourly rate. In order to qualify for this benefit the employee must retire in good standing with two (2) weeks' notice. For purposes of this agreement, retirement shall occur when any employee separates from his/her employment with the Town and is eligible to receive Social Security retirement benefit payments, receive Maine State Retirement System benefit payments or worked for the Town for a minimum of 10 consecutive years of service. Employees may elect to use any remaining unused sick leave for service credit, up to a maximum of 90 days, as permitted under Title 5 MRSA Section 18356, provided there is no additional liability to Town.

**G.** In the event of the death of an employee, one hundred percent (100%) of all unused sick leave shall be paid to his/her estate.

#### **H. Maternity Leave**

**1.** An employee shall be entitled to accumulated sick leave pay, accrued vacation leave, for disability pertaining to prenatal, postnatal and actual birth during pregnancy. The employee must leave work within twenty-four (24) hours after the doctor medically verifies that the employee is unable to perform the job. An employee is not required to return to work until the doctor verifies that the employee is able to return to work. Insurance will remain in effect throughout the pregnancy leave.

**2.** Any additional leave shall be covered in accordance with other applicable contract clauses of this Agreement. If the Town disputes the Doctor's verification, the Town reserves the right to request that the employee be examined by a qualified doctor of the Town's choosing. All costs incurred by the Town's request shall be borne by the Town.

**I.** Leave for the birth or adoption of a child shall be provided to eligible employees in accordance with the state and federal Family and Medical Leave Act.

## J. Maine Paid Family and Medical Leave

The Maine Paid Family and Medical Leave (PFML) Law rules and payroll withholdings will begin on January 1, 2025. The contribution per employee is 1% of an individual's wage rate, split between the employee and the Town. Benefits become available on May 1, 2026. The Town and Union agree that either party may reopen the applicable portion of Article 18 – Sick Leave for the limited topic of Maine Paid Family and Medical Leave.

### **ARTICLE 19 - BEREAVEMENT LEAVE**

**A.** In the event of death in the immediate family of an employee, the employee shall be granted up to five (5) days leave of absence with full pay to make household adjustments or to attend funeral services. "Immediate family" is hereby defined to include spouse, children, step children, parents, or step parents. Three (3) days leave of absence with full pay will be granted to make household adjustments or to attend funeral services of brothers, step- brothers, sisters, step-sisters, parents-in-laws, grandparents, grandchildren, and foster parents.

**B.** In the event of a death of aunts, uncles, nieces, nephews or other relatives (brother in law, brother of your spouse or your brother's wife) an employee shall be granted one (1) day off with pay to attend the funeral.

**C.** The Town Manager at their sole discretion may approve a request for more bereavement leave than is provided in this Article.

### **ARTICLE 20 - EARNED PAID LEAVE (EPL)**

**A.** Effective January 1, 2021, all employees (full-time, part-time, temporary, per diem) will accrue earned paid leave hours, unless employees receive benefits that exceed this standard. Employees in seasonal industry defined by the Unemployment Insurance Commission, volunteer firefighters, and elected officials are not affected by this law. Accrual of earned paid leave hours begins on the first day of employment, but employees may use accrued time after 120 calendar days of employment with approval of the Town Manager or his/her designee and in accordance with section 1.4.

**B.** Earned paid leave will accrue as follow: one (1) earned paid leave hour for every forty (40) hours of work to a maximum of forty (40) hours per employment year based on the employee's pay rate.

**C.** An employee may carry over up to a maximum of forty (40) hours each year.

**D.** An employee may use EPL for any purpose, including vacation, sick, family sick, emergency, or sudden necessity in the increments of minimum one (1) hour at a time. The schedule for a leave must be submitted up to four (4) weeks prior to a leave, unless it is an emergency, sudden necessity, or illness, and must be approved by the Town Manager or by the department head. If it is an emergency, sudden necessity, or illness, an employee must submit a reasonable notice depending on the circumstances.

E. Upon separation, the Town shall pay to the employee all wages owed, any vacation or earned paid leave due.

**ARTICLE 21 - JURY PAY**

A. The Town shall grant leave of absence to an employee called to jury duty or jury service and pay the Employee's regular pay during jury service. Employees must sign over to the Town their jury pay received from the Court system. Employees excused from jury duty must report back to work during their normal work or duty hours.

**ARTICLE 22 - MILITARY LEAVE**

A. An employee called to military leave in order to fulfill an obligation to military duty in the armed forces (National Guard or Military Reserves) shall be granted a leave of absence by the Town, for the necessary time, and without loss of seniority. The Town shall pay the difference between his regular (40 hours) pay and his military pay, if any, upon presentation to the Town of an official statement of military pay received.

**ARTICLE 23 - LEAVES OF ABSENCE**

A. A regular employee shall be granted a leave of absence without pay by the Department Head when approved by the Town Manager but for no period longer than thirty (30) days and shall be extended for like periods. Failure of an employee to return to work at the expiration of the leave without having arranged for an extension will be deemed a resignation. Full seniority rights shall be maintained during the absence. Local 340 shall be notified in writing of any such leave of absence within one (1) week of the effective date if possible. If due to emergency the leave of absence is granted, notification to Local 340 will be made as soon as possible thereafter. There shall be no accumulation of benefits while an employee is on leave of absence

**ARTICLE 24 - MEDICAL INSURANCE**

A. The Town's participation in the cost of Maine Municipal Employees Health Trust (MMEHT) Comprehensive Insurance's Point of Service C Plan or an equivalent plan will be shared by the Town and employee. The employee and Town share of the cost of the medical insurance premium for all coverage options shall be as follows:

Town Share	Employee Share
85%	15%

Effective January 1, 2013, medical insurance offered to employees by the Town shall be the Maine Municipal Employees Health Trust (MMEHT) PPO 500 plan. The Town shall fund 100% of the employee's deductible and 100% of the employees' Maximum Out - of - Pocket expense through a Health Reimbursement Account (HRA). The Town may offer a medical insurance plan other than the MMEHT PPO 500 plan so long as the alternative plan is equivalent to the PPO 500 plan, and that it includes an HRA for employees that funds 100% of both the employee's deductible and the employee's Maximum Out-of-Pocket expense. The employee and Town share of the cost of the medical insurance premium for all coverage options shall be as follows:



Any health insurance premium paid by the employee shall be on a pretax basis pursuant to the rules and procedures of a Section 125 plan of the Internal Revenue Service.

**B.** In the event that the Town elects to change insurance carriers, a representative of the new insurance company will meet with the employees to explain coverage and policies.

**C. Cash-In-Lieu-Of Option**

**1.** In the alternative, if an eligible employee, during annual open enrollment period elects not to participate in the Town provided medical insurance coverage and provides proof of coverage that he/she under another group health insurance plan , or if an eligible employee elects coverage at a level less than the employee is eligible for as a result of his/her family situation, the Town will reimburse the employee as follows: the reimbursement rate for an employee who is eligible for employee / child coverage is \$426 per month and the rate for an employee who is eligible for family or employee /spouse coverage is \$769 per month. Effective July 1, 2013, the reimbursement rate for an employee who is eligible for employee /child coverage is \$414 per month and the rate for an employee who is eligible for family or employee /spouse coverage is \$747 per month. Effective July 1, 2014, the reimbursement rate for an employee who is eligible for employee/ child coverage is \$393 per month and the rate for an employee who is eligible for family or employee /spouse coverage is \$704 per month. Effective June 30, 2015, the reimbursement rate for an employee who is eligible for employee/ child coverage is \$365 per month and the rate for an employee who is eligible for family or employee /spouse coverage is \$650 per month.

For new enrollees the buyout benefit is \$5,000 per year for full family or employee/spouse and \$2,750 per year for employee/child benefit. The benefit is payable on a monthly basis. *(This provision will include current employees who do not now receive the buyout. If a current employee now receiving the buyout changes status in the future to be covered by the health plan they would be considered a new enrollee if they later choose to once again receive the buyout.)*

**2.** In the event that a participating employee has a bona fide status change that would permit reentry into the Town's health insurance program during any year that the employee has elected this option, the cash benefit shall cease upon the effective date of the employee's re-enrollment. A "bona fide status change" shall meet the definition as contained in the rules and procedures of a Section 125 plan of the Internal Revenue Service, such as a change in marital status or the birth of a child.

**D.** The Life Insurance coverage provided by the Town's current provider of health insurance shall not be a requirement if the Town changes carriers.

**ARTICLE 25A – DENTAL INSURANCE**

**A.** The Town agrees to provide dental insurance coverage to eligible employees under the Town's dental insurance plan. Effective January 1, 2013 the Town and the employee shall each pay 50% of the cost.

**ARTICLE 25B – FLEXIBLE SPENDING ACCOUNT**

**B.** The Town shall provide, under the Internal Revenue Service Code of 1986 as amended, a Medical Care Flexible Spending Account (FSA) under IRS code Section 105 and a Dependent Care Flexible Spending Account under IRS code Section 129. These FSA benefits are available at the

employee's option. All contributions to either a medical care FSA or a dependent care FSA are the employee's sole responsibility and obligation. The Town shall pay for the cost of administration of the employee medical care or dependent care FSA through a third party administrator of the Town's sole choice.

## **ARTICLE 26 - RETIREMENT AND SOCIAL SECURITY**

Eligible employees may elect to participate in one of the following retirement plans:

- 1.** Maine Public Employee's Retirement System's Defined Benefit Plan, with C.O.L.A. starting in July 1, 2006. Participation shall be subject to rules and regulations of the options selected by the Town. Employees electing this Defined Benefit plan may also elect to participate in a Deferred Compensation Plan (Plan 457) with the Town matching employee contributions up to a maximum two percent (2%) of the employee's income.
- 2.** A Deferred Compensation Plan (Plan 457) with the Town matching employee contributions up to Six percent (6%) of the employee's income. Participation shall be limited to employees who elect not to participate in Options 1.

The above provisions are subject to change at any time as required by changes in applicable laws or regulations and/or changes in the provisions of the retirement system or plan referred to, and are subject to the requirements of said retirement system, plan document or the Internal Revenue Code.

The Town shall participate in the Social Security program (FICA).

## **ARTICLE 27 - COMPENSATION CLAIMS**

**A.** The Town agrees to provide Workers' compensation coverage for employees covered by this Agreement.

**B.** Any employee who sustains a personal injury or compensable illness arising out of and in the course of Town Employment shall be paid for each week of total incapacity from work resulting from the injury or illness an amount, to equal his/her net weekly wage. These payments will continue for fifty-two (52) weeks from the date of the accident provided that the employee involved is receiving compensation for total incapacity under the Workers' Compensation Laws of the State of Maine. The Town reserves the right to assign the employee to light duty in order to reduce or eliminate such payments, pending medical advice. Payments made by the Worker's Compensation Insurer shall be signed over to the Town when they are received by the employee.

**C.** The Town may terminate any ill or injured employee (a) who refuses to participate in a Return to Work Program despite having received medical clearance to do so; (b) who has failed to return to his/her-regular work position, modified or otherwise, for a period of at least fifteen (15) months from - the date of injury (including participation in the Return to Work program), or (c) upon written certification from the employee's attending physician that there no longer exists an expectation that the employee will be able to return to his/her regular position. The Town reserves the right in any such instance to require the employee to be examined by the Town's physician at the Town's expense. The employee will receive at least a ninety (90) calendar day notice of the Town's intention to terminate the employee, except in any instance in which an employee refuses despite medical clearance to participate in the Return to Work Program.

**D.** Employees who are discharged under this provision shall continue to retain all reinstatement rights as provided by law. The Town and the Union agree that in the event of reinstatement, the employee shall retain all seniority and benefits accrued at the time of severance from employment, e.g. seniority in classification, accrued sick leave, vacation entitlement. However, vacation and sick leave will not be available until the employee has been re-employed for six (6) months.

## **ARTICLE 28 - GRIEVANCE AND COMPLAINT PROCEDURE**

**A.** A grievance is hereby jointly defined as any dispute, controversy or misunderstanding which may arise under the interpretation or application of this Agreement. A complaint is hereby defined as a potential grievance.

**Step 1.** Employees will first discuss a complaint with the Department Head as it evolves (or within 5 working days). The answer at this step may be given orally.

**Step 2.** If the complaint is not resolved at step 1, the employee will reduce such complaint to writing and submit to the department head. The department head shall discuss the grievance with the grievant, the steward or alternate and other appropriate personnel within five (5) working days and the Department Head will provide a written reply within five (5) working days of the discussion with the employee and Steward or Alternate and will provide copies to the respective parties. The Steward or Alternate shall be present at Step 2.

**Step 3.** If the Department Head has not resolved the complaint at Step 2, the complaint shall be referred to the Town Manager in writing within five (5) working days as a formal grievance. Town Manager shall meet to discuss the grievance with the grievant employees and the steward and other appropriate personnel, within five (5) working days of receipt of the written complaint. The Town Manager shall provide a written reply to the employee and the Steward within five (5) working days of the meeting, as well as a copy to the Business Agent within five (5) working days of the meeting. The Steward shall submit any unresolved grievances (in writing) to the Union Business Agent, within five (5) working days. Within ten (10) working days of receipt of the Town manager's written decision the Union Business Agent may, in the event that the decision is not acceptable to the Union, meet with the Town Manager to seek a resolution of any unresolved grievances, or the within twenty (20) working days of receipt of the decision, file a request with the State mediation and Conciliation Service for Arbitration to resolve the grievance in accordance with the Maine Public Employees Labor Relations Act (Chapter 9-A title 26).

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

**B.** Expenses for the arbitrator services and the proceedings shall be borne equally by the Town and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

**C.** The time limits for the processing of grievances may be extended by written consent of both parties.

**D.** All grievances shall be initiated no later than ten (10) calendar days after the occurrence of the event giving rise to the grievance, thirty (30) calendar days if economic issues are involved.

**E.** Should the Town feel aggrieved as the result of the interpretation or application by the Union of any provision in this Agreement, the Town may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated at step 3 with the Union Business Agent.

### **ARTICLE 29 - DISCIPLINE AND DISCHARGE**

**A.** The Town may adopt disciplinary rules and work rules that will be posted from time to time during this Agreement. All rules or amendments thereto shall be forwarded to the Union Stewards and Local 340 at least thirty (30) days before the implementation of the new rules and regulations. All suspensions and discharges of a non-probationary employee shall be for "just cause." Reasons for suspensions or discharges shall be stated in writing to the affected employee(s), Stewards and Local Union office within one (1) day of the action. "Just Cause" as used above, means that proper and sufficient reasons must exist before the Town can discipline or discharge an employee.

**B.** Any employee discharged or who voluntarily quits or retires shall be paid all back wages owed on the next regular pay day.

**C.** All discipline infractions placed in an employee's file for an infraction which is less than a suspendable offense shall be purged as an active employment offense from the file if that disciplinary offense is not repeated within the next (24) months, except that in the case of a discharge, the Town may reference any discipline imposed within the three (3) year period prior to the discharge. All employee personnel files shall be confidential and will be open to review by the employee with the Town Manager or his designee present at the time of review.

**D.** A discharged or suspended employee must advise his Local Union in writing within five (5) working days after receiving notification of such action taken against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Town in writing within ten (10) days from the date of discharge or suspension.

### **ARTICLE 30 - SEPARATION FROM EMPLOYMENT**

**A.** An employee who quits, is discharged, dies or retires will promptly thereafter receive all monies due including the full vacation allowance and holiday allowance to which he may then be entitled. All employees shall provide a written notice of intent to separate from employment ten (10) working days prior to termination of employment.

### **ARTICLE 31 - WORK ASSIGNMENTS**

**A.** No bargaining unit position shall be eliminated by assigning the work to supervisory personnel.

### **ARTICLE 32 - EXTRA CONTRACT AGREEMENTS**

**A.** The Town agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

## **ARTICLE 33 - SUBCONTRACTING**

**A.** Subcontracting shall not reduce the number of positions in the bargaining unit.

## **ARTICLE 34 - PROBATIONARY PERIOD**

**A.** All new employees, other than police officers, shall be required to complete a six (6) month probationary period starting from the date on which they entered active employment.

**B.** New police officers shall be required to complete a twelve (12) month probationary period starting on the date on which they entered active employment, unless said employees are required to attend the Maine State Criminal Justice Academy, in which case said twelve (12) month period shall commence upon the date of graduation from the Academy.

**C.** Employees with satisfactory performance recommendations from the department heads, approved by the Town Manager, will become full time regular employees.

**D.** Vacation and sick leave will accumulate during this six (6) month period and become available after probation ends.

## **ARTICLE 35 - UNIFORMS/WORK CLOTHES**

**A.** The Town agrees to provide uniforms to sergeant and patrol officers on an "as needed" basis. The Town agrees to replace uniforms on an "as needed" basis provided a list of uniform needs is presented to the Police Chief on September first (1<sup>st</sup>) of each year by the employees. The Town agrees that eyeglasses, dentures, contact lenses and hearing aids lost, damaged or destroyed while on duty are replaced/reimbursed per past practice.

### **Full Time Officer Uniform List**

2 pair pants summer weight	1 sweater
2 pair pants winter or mid weight	1 raincoat
2 uniform shirts summer weight	1 hat
2 uniform shirts winter weight	1 pair shoes or boots
1 spring - fall weight jacket	

Replaced on an "as needed" basis

The Town will supply shirts of the appropriate seasons, and year round weight pants to the dispatchers and replace on an "as needed" basis. All uniforms remain the property of the Town.

### **Dispatcher Uniform List**

2 summer shirts	2 pair all-season slacks
2 winter shirts	

Work clothes will be replaced on an "as needed" basis, and all dispatches will be required to wear the same style of shirt and slacks.

**B.** The Town will replace ballistic vests as recommended by manufacturer's warranty. The ballistic vests shall be replaced on an "as needed" basis.

**C.** The Town will supply protective clothing and equipment (such as safety boots, gloves, outer garments, and coveralls as per past practice) to the Highway Department and the Waste Water Treatment Facilities and such protective clothing and equipment shall be replaced on an "as needed" basis. The Town agrees that eyeglasses, dentures, contact lenses, and hearing aids which are lost, damaged, or destroyed while on duty (excluding rest breaks and lunch) will be replaced/reimbursed at the Town's expense up to a value of \$1,000 provided that such loss or damage was not caused by the employee's own negligence, recklessness, or horseplay.

**D.** The Town agrees to provide uniforms to Waste Water Plant personnel (as per past practice) to replace on an "as needed" basis.

**E.** The Town agrees to provide the Detective with a plain-clothes allowance of up to \$350.00 per year. Said clothing and method of payment shall be approved by the Chief of Police. If the Detective requires any patrol uniform additions or replacements, the cost of these items shall be deducted from the \$350.00 annual allowance.

**F.** Town will provide a clothing allowance to each employee of the Highway Department of up to \$600 per year. Reimbursement shall be made upon delivery of receipt for approved clothing purchased from an approved vendor.

Town will also reimburse Highway Department employees up to \$275 per year for the purchase of approved boots.

## **ARTICLE 36 - EXAMINATIONS**

**A.** Physical examinations required by the Town shall be promptly complied with by all employees provided; however, the Town shall pay for all such examinations. Examinations shall not be used to harass the employee.

**B.** The Town reserves the right to select its medical examiner or physician and the Union may, if it believes an injustice has been done to an employee have said employee reexamined at the employees' expense. In the event of a disagreement as to the doctor's opinions as to whether the employee is fit for duty, the doctor selected by the Town and the doctor selected by the Union shall together select a third doctor within thirty (30) days whose opinion shall be final. The third Doctor expense shall be borne equally by the Town and the employee.

## **ARTICLE 37 - RIGHT OF EQUAL OPPORTUNITIES**

**A.** There shall be no discrimination against any person seeking employment or employed by the Town of Kennebunkport because of any consideration of race, religious creed, sex, national origin or disability.

**B.** This right of equal employment opportunity extends to recruitment, hiring selection, transfer, promotion, training, discipline and other conditions of employment.

**C.** The Town and the Union agree that neither of them will discriminate against any employee because of race, creed, color, age, sex, sexual orientation, national origin, physical disability, mental disability or marital status.

**D.** 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 38 - SEPARABILITY AND SAVINGS CLAUSE**

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

### **ARTICLE 39 - STRIKES AND LOCKOUTS**

**A.** In conformity with the Maine Municipal Public Employees Labor Relations Act, Chapter 9-A, Title 26 (revision of 1975) Sec. 964 (2)C, and with regard to public health and safety, there shall be no strike, slowdown or work stoppage.

**B.** The Town recognizes its responsibilities under the Maine Municipal Public Employees Labor Relations Act and agrees there will be no lockout of employees.

### **ARTICLE 40 – TRAINING and LICENSES**

**A.** Each Police Officer or Dispatcher shall receive training at the discretion of the Chief of Police. The employee will receive his or her regular weekly salary during periods designated as training periods or actual time spent in training, including travel time to and from the training facility, whichever is higher, as governed by applicable state and/or federal laws or regulations.

**B.** Any employee assigned to work related schooling or training will be paid at the applicable regular hourly rate for all hours of said training and schooling.

**C.** Any employee required to travel in his or her own vehicle to and from any training program or school shall be reimbursed for travel mileage at the IRS established state rate, in addition to meals, lodging, and other related expenses. The employee shall submit receipts to the Chief/Department Head for expenses incurred.

**D.** When notice of training schools available to Police Officers are received by the Chief, the Chief or his/her designee shall post a notice of such schools as soon as possible. Such notice may include a statement regarding whether such training may be eligible for approval of attendance of Police Officers or Dispatchers under the provisions of this Article. Police Officers or Dispatchers may express their interest in attendance at any appropriate training school. The Chief shall select from the qualified applicants for approved schools based on departmental needs and evaluations of the relevance of the training offered.

**E.** Employees shall maintain all necessary licenses and/or certifications necessary to perform the following required job responsibilities:

Communications: Certified Terminal Operator Emergency Medical Dispatch (where required)

Police: Law Enforcement Officer's License, Class C driver's license: Patrol officer, Corporal, Sergeant, Detective

Highway Department: Equipment Operators/Truck Drivers and Crew Leader/Equipment operator: Class B driver's license

Wastewater: Class C driver's license

#### **ARTICLE 41 - POLYGRAPH**

**A.** No employee will be required to take a polygraph. Employees are free to volunteer to take a polygraph.

#### **ARTICLE 42 - AUTO INSURANCE**

**A.** In the event that an individual employee becomes uninsurable under the Town's fleet automobile insurance, and no non-driving work is available, the Town would have just cause to discharge said employee, unless an assigned risk policy is available. In the event said policy is indeed available, the cost would be deducted directly from employee's pay on a weekly basis in an amount equal to 1/52 of the yearly cost.

**B.** In order for deductions to be made, any employee affected must sign an authorization form for the amount equal to 1/52 per week of the yearly cost. Failure to sign said authorization form would leave the Town no choice but to discharge said employee.

#### **ARTICLE 43 – HIRING OF LATERAL EMPLOYEES**

For purposes of initial placement on the wage scale and vacation accrual for new employees, the Town Manager/designee may recognize prior documented work experience in the classification in which the new employee has been hired, up to a maximum of *10 years*. The Town Manager's decision shall be final unless arbitrary or capricious. Lateral entry will be utilized when the Town Manager deems it necessary to recruit qualified employees into the bargaining unit. Seniority for all other purposes will be governed by their date of hire with the Town.

#### **ARTICLE 44 - MISCELLANEOUS**

##### **A. USE OF TOWN'S VEHICLES FOR PERSONAL USE**

No employee may use municipal vehicles for personal use, including commuting to and from work, or for being transported to or from work, unless authorized by the employee's department head. Under no circumstances shall any personal use of municipal vehicles constitute an employee benefit.



## **B. RESPONSE TIME**

- 1.** In the event the Highway Superintendent determines that a quick response time situation exists, such as emergency road conditions, the Superintendent may select another employee from the overtime list if the entitled employee cannot respond in thirty (30) minutes. In such a case, the selected employee shall rotate to the bottom of the overtime list, and the employee "passed over" shall remain at the top of the overtime list. During the course of the year, the Highway Superintendent shall, to the extent possible, attempt to equalize the distribution of overtime.
- 2.** Any new employee hired after January 1, 1997 in a time-sensitive position within this bargaining unit is required to respond to work within forty-five (45) minutes from notification, unless this provision is waived by the Town Manager. The following position are time sensitive: Patrol officer, Corporal, Sergeants, Corporals, Detective, Dispatcher Administrator, Dispatcher, Laborers, Highway Equipment Operators/Truck Drivers, Wastewater Plant Operators, Wastewater Maintenance Mechanic and Court Officer / Dispatcher

## **C. EDUCATION REIMBURSEMENT**

The Town of Kennebunkport will fund educational assistance for job related courses provided by an accredited institution for full time employees. The determination of job relatedness shall be at the sole discretion of the Town Manager. Employees must receive prior approval from the Town Manager before the courses will be considered for reimbursement. Budgetary constraints will be a reason considered when deciding on reimbursement. Employees must have successfully completed their probationary period and received prior approval of courses. An employee may be reimbursed for no more than eight (8) credit hours in any one semester. The maximum reimbursement per credit hour will be consistent with the cost per credit hour charged by the University of Southern Maine. The Town will reimburse 100% of tuition costs for a grade of A; 75% for a grade of B; and 50% for a grade of C.

## **ARTICLE 45 - DURATION OF AGREEMENT**

**A.** This Agreement shall be effective from July 1, 2024 and it shall remain in full force and effect until June 30, 2027, except that the salary shall only be retroactive for bargaining unit members employed as of its signing date. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and effective during the period of negotiations.

**B.** 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 shall not be before the anniversary date set forth in the preceding paragraph.

**C.** In the event of an inadvertent failure by either party to give the notice set forth in Sections A and B of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement.

**D.** If a notice is given in accordance with the provisions of this section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

For the Town:

For the Union:

\_\_\_\_\_  
D. Michel Weston  
Chair of Board of Selectman

\_\_\_\_\_  
Date

\_\_\_\_\_  
, President Date

\_\_\_\_\_  
Laurie Smith, Town Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
, Sec-Treasurer Date

\_\_\_\_\_  
Chris Sheppard, Business Agent Date

## APPENDIX A

**A. Police Department/Communications vacations:** Because Police Department and Communications personnel are part of a 24 hour/ seven day a week operation vacation scheduling can be difficult during the summer months. As such, time off may be scheduled during the period of June 15th through September 15th dependent on operational requirements deemed necessary by the Chief of Police. Any vacation request between June 15th and September 15th may not be longer than one work week (40 hours) plus regularly scheduled days off. The Chief of Police has sole discretion to grant longer amounts of vacation time due to a special situation between June 15th and September 15th to an individual after looking at current vacation listings as well as operational needs. A police officer who is scheduled for approved vacation for a period of one week or longer will not be ordered in to work from a day off immediately preceding, the start of the vacation, or on a day off that immediately follows the approved vacation, except for an extraordinary circumstance as determined by the Chief or Chief's designee.

**B. Police Department/Communications yearly time-off requests:** At the beginning of November each year, time-off requests for the upcoming calendar year will be accepted by the Chief of Police for consideration. The Kennebunkport Police Department Vacation/Time-Off form shall be used for the upcoming year requests. (SEE ATTACHMENT). The requester shall fill in those days which are desired as time-off and the following procedure will be followed.

First, the forms shall be put in order of seniority (police and communications separate). The Deputy Chief or his designee will go down the pile granting vacations in each individual category starting with two weeks followed by one week, then individual days where applicable.

**C.** It is understood that it may be impossible to know when scheduled time-off will be needed as such during the calendar year short notice vacation/time-off may be granted by following this procedure:

**Time-off known 14 days or more:** The request may be filled by posting the vacancy for seven (7) days for voluntary sign-ups. The vacancy will be filled by using the current rotating overtime list. Full-time officers shall be given preference to the vacancy. If no full-time officer signs-up, then other qualified Kennebunkport officers or reserves may be used.

If no one voluntarily signs up for the vacancy after seven (7) days, then applicable working officers will be ordered in for four (4) hours and ordered over for four (4) hours. Should officers be unable to be ordered for four (4) hours due to scheduling conflicts an available working officer may be ordered for eight (8) hours to cover the vacancy. A current rotating order list shall be used ensuring the last ordered working officer is used.

**Time-off known less than 14 days:** The request may be conditionally granted upon calling the current rotating overtime list. Should no one accept the overtime after calling the current overtime list, the time-off request may be granted by the Chief of Police after considering the current schedule and operational requirements. If the time-off request can be granted, the procedure above will be followed using the current order list.

**Last minute vacancies caused by illness or emergency:** Should a vacancy be caused by last minute absence, the voluntary rotating list shall be called if time allows, then, the order in for four (4) hours and order over for four (4) hours as indicated above shall be used by referring to the current rotating order list.

In no way do the above procedures require the Chief of Police to grant time-off due to operational requirements.

## SCHEDULE A

Years of credited service			
<b>Sergeant</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 41.20	\$ 42.44	\$ 43.71
3-5	\$ 42.02	\$ 43.28	\$ 44.59
5-10	\$ 42.86	\$ 44.15	\$ 45.48
10-15	\$ 43.72	\$ 45.03	\$ 46.39
15-20	\$ 44.60	\$ 45.93	\$ 47.32
20+	\$ 45.49	\$ 46.85	\$ 48.26
<b>Detective</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 36.39	\$ 37.48	\$ 38.60
3-5	\$ 37.12	\$ 38.23	\$ 39.38
5-10	\$ 37.86	\$ 39.00	\$ 40.16
10-15	\$ 38.62	\$ 39.78	\$ 40.97
15-20	\$ 39.39	\$ 40.57	\$ 41.79
20+	\$ 40.18	\$ 41.38	\$ 42.62
<b>Patrol Officer</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 34.08	\$ 35.10	\$ 36.15
3-5	\$ 34.76	\$ 35.80	\$ 36.88
5-10	\$ 35.46	\$ 36.52	\$ 37.61
10-15	\$ 36.17	\$ 37.25	\$ 38.37
15-20	\$ 36.89	\$ 38.00	\$ 39.13
20+	\$ 37.63	\$ 38.76	\$ 39.92
<b>Dispatch Administrator</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 30.97	\$ 31.90	\$ 32.86
3-5	\$ 31.59	\$ 32.54	\$ 33.51
5-10	\$ 32.22	\$ 33.19	\$ 34.18
10-15	\$ 32.87	\$ 33.85	\$ 34.87
15-20	\$ 33.53	\$ 34.53	\$ 35.57
20+	\$ 34.20	\$ 35.22	\$ 36.28
<b>Dispatcher</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 28.98	\$ 29.85	\$ 30.75
3-5	\$ 29.56	\$ 30.45	\$ 31.36
5-10	\$ 30.16	\$ 31.06	\$ 31.99
10-15	\$ 30.76	\$ 31.68	\$ 32.63
15-20	\$ 31.37	\$ 32.31	\$ 33.28
20+	\$ 32.00	\$ 32.96	\$ 33.95

<b>Admin Assistant to Police Chief</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 29.98	\$ 30.88	\$ 31.81
3-5	\$ 30.58	\$ 31.50	\$ 32.44
5-10	\$ 31.19	\$ 32.13	\$ 33.09
10-15	\$ 31.82	\$ 32.77	\$ 33.75
15-20	\$ 32.45	\$ 33.42	\$ 34.43
20+	\$ 33.10	\$ 34.09	\$ 35.12
<b>Lead Wastewater Operator</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 34.95	\$ 36.00	\$ 37.08
3-5	\$ 35.65	\$ 36.72	\$ 37.82
5-10	\$ 36.36	\$ 37.45	\$ 38.58
10-15	\$ 37.09	\$ 38.20	\$ 39.35
15-20	\$ 37.83	\$ 38.97	\$ 40.14
20+	\$ 38.59	\$ 39.75	\$ 40.94
<b>Wastewater Mechanic</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 35.10	\$ 36.15	\$ 37.23
3-5	\$ 35.80	\$ 36.88	\$ 37.98
5-10	\$ 36.52	\$ 37.61	\$ 38.74
10-15	\$ 37.25	\$ 38.37	\$ 39.51
15-20	\$ 38.00	\$ 39.13	\$ 40.30
20+	\$ 38.76	\$ 39.92	\$ 41.11
<b>Wastewater Plant Operator</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 30.85	\$ 31.78	\$ 32.73
3-5	\$ 31.47	\$ 32.41	\$ 33.39
5-10	\$ 32.09	\$ 33.06	\$ 34.06
10-15	\$ 32.74	\$ 33.72	\$ 34.74
15-20	\$ 33.39	\$ 34.39	\$ 35.43
20+	\$ 34.06	\$ 35.08	\$ 36.14
<b>Wastewater Equipment Operator</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 30.25	\$ 31.16	\$ 32.08
3-5	\$ 30.86	\$ 31.78	\$ 32.73
5-10	\$ 31.47	\$ 32.42	\$ 33.38
10-15	\$ 32.10	\$ 33.06	\$ 34.05
15-20	\$ 32.74	\$ 33.73	\$ 34.73
20+	\$ 33.40	\$ 34.40	\$ 35.42
<b>Wastewater Laborer</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 21.19	\$ 21.83	\$ 22.48
3-5	\$ 21.61	\$ 22.26	\$ 22.93
5-10	\$ 22.04	\$ 22.71	\$ 23.39
10-15	\$ 22.48	\$ 23.16	\$ 23.86
15-20	\$ 22.93	\$ 23.62	\$ 24.34
20+	\$ 23.39	\$ 24.10	\$ 24.83

<b>Foreman</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 32.60	\$ 33.58	\$ 34.59
3-5	\$ 33.25	\$ 34.25	\$ 35.28
5-10	\$ 33.92	\$ 34.93	\$ 35.98
10-15	\$ 34.59	\$ 35.63	\$ 36.70
15-20	\$ 35.29	\$ 36.35	\$ 37.44
20+	\$ 35.99	\$ 37.07	\$ 38.19
<b>Equipment Operator / Truck Dr.</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 28.52	\$ 29.38	\$ 30.26
3-5	\$ 29.09	\$ 29.96	\$ 30.87
5-10	\$ 29.67	\$ 30.56	\$ 31.48
10-15	\$ 30.27	\$ 31.17	\$ 32.11
15-20	\$ 30.87	\$ 31.80	\$ 32.76
20+	\$ 31.49	\$ 32.43	\$ 33.41
<b>Deputy Tax Collector</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 33.60	\$ 34.61	\$ 35.65
3-5	\$ 34.27	\$ 35.30	\$ 36.36
5-10	\$ 34.96	\$ 36.01	\$ 37.09
10-15	\$ 35.66	\$ 36.73	\$ 37.83
15-20	\$ 36.37	\$ 37.46	\$ 38.59
20+	\$ 37.10	\$ 38.21	\$ 39.36
<b>Assistant Deputy Tax Collector</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 25.96	\$ 26.74	\$ 27.54
3-5	\$ 26.48	\$ 27.27	\$ 28.09
5-10	\$ 27.00	\$ 27.82	\$ 28.65
10-15	\$ 27.54	\$ 28.38	\$ 29.23
15-20	\$ 28.10	\$ 28.94	\$ 29.81
20+	\$ 28.66	\$ 29.52	\$ 30.41
<b>Assistant Deputy Treasurer</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>
0-3	\$ 28.24	\$ 29.09	\$ 29.96
3-5	\$ 28.81	\$ 29.67	\$ 30.56
5-10	\$ 29.38	\$ 30.26	\$ 31.17
10-15	\$ 29.97	\$ 30.87	\$ 31.80
15-20	\$ 30.57	\$ 31.48	\$ 32.43
20+	\$ 31.18	\$ 32.11	\$ 33.08