



***SELECTMEN'S
MEETING e-PACKET***

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BOARD OF SELECTMEN
AGENDA
October 12, 2010
7:00 p.m.
JSMS Broadcast Studio

SELECTMEN'S MEETING

- 1) Call to order.**
- 2) Minutes of previous meeting September 14, 2010**
- 3) New business.**
 - a) 90 Day review of Contract GIS Program with Town of Windham- Dave Sawyer, Windham Assessor**
 - b) Appointment of Election Warden for the November 2nd elections, Laurie Forbes - Board of Selectmen**
 - c) FY 2010-11 Road Construction Presentation- Nathan White, Public Works Director**
 - d) New elderly tax deferral law, LD 1121: 36 MRSA §941-§942 - Joe Bruno, Chairman**
 - e) Municipal Ordinance Review: Peddler's Ordinance**
- 4) Old (unfinished) business.**
 - a) Executive Session pursuant to 1 MRSA § 405(6)(A): Discussion of draft IAFF Local 4095, AFL-CIO-CLC Agreement- Fire Chief Denis Morse**
- 5) Public Comment** This agenda item is for the public to bring attention to any issues and concerns for future Board of Selectmen meetings.
- 6) Town Manager Report and Communications.**
 - a) Confirm date for next meeting. Proposed date: Tuesday, November 9, 2010.**
- 7) Selectmen Communications.** This agenda item is for the general discussion of non-agenda items by the Board of Selectmen, and for the purpose of introducing future topics for discussion. No action will be taken.
- 8) Fiscal Warrants – Payroll and Appropriation Warrants – October 12, 2010**
- 9) Adjournment.**

The Selectmen may take items out of order at their discretion.



BOARD OF SELECTMEN AGENDA SUMMARY

SELECTMEN'S MEETING

1) Call to order.

2) Minutes of previous meeting September 14, 2010

3) New business.

a) 90 Day review of Contract GIS Program with Town of Windham- Dave Sawyer, Windham Assessor

Windham Assessor, Dave Sawyer, will provide a detailed overview of GIS Contract Project work completed by Windham employee, Elisa Trepanier, since the last update in August. Attached to the ePacket is a summary of the twenty two most recent activities, related to this project, undertaken and completed since the last report.

b) Appointment of Election Warden for the November 2nd elections, Laurie Forbes - Board of Selectmen

Town Clerk, Louise Lester, is recommending the appointment of Laurie Forbes to serve as the November 2nd Town of Raymond Election Warden.

c) FY 2010-11 Road Construction Presentation- Nathan White, Public Works Director

Public Works Director, Nathan White, will provide an overview of completed and planned 2010-11 road reconstruction work.

d) New elderly tax deferral law, LD 1121: 36 MRSA §941-§942 - Joe Bruno, Chairman

Chairman of the Board of Selectmen, Joe Bruno, will outline this new law and Raymond's possible participation.

e) Municipal Ordinance Review: Peddler's Ordinance

The "Peddler's Ordinance" will be reviewed and possibly amended. This policy was enacted on May 21, 1994 and created a guideline and definitions for peddler conduct and fees. From the May 5, 2009 Minutes, "Mr. Desjardins felt that the loophole of the \$500 application fee being waived, if the applicant was part of the landowner's business, should be closed" and this matter was never resolved. A copy of the current ordinance is attached to the ePacket

4) Old (unfinished) business.

a) Executive Session pursuant to 1 MRSA § 405(6)(A): Discussion of draft IAFF Local 4095, AFL-CIO-CLC Agreement- Fire Chief Denis Morse

Fire Chief, Denis Morse, will meet with the Board of Selectmen in executive session to discuss ongoing negotiation issues regarding the draft IAFF Local 4095 collective bargaining agreement. Attached to the ePacket are the following documents: Comparison of the Draft Contract and Raymond Personnel Policy; Draft Contract and Raymond Personnel Policy.

The Selectmen may take items out of order at their discretion.

5) Public Comment This agenda item is for the public to bring attention to any issues and concerns for future Board of Selectmen meetings.

6) Town Manager Report and Communications.

a) Confirm date for next meeting. Proposed date: Tuesday, November 9, 2010.

7) Selectmen Communications. This agenda item is for the general discussion of non-agenda items by the Board of Selectmen, and for the purpose of introducing future topics for discussion. No action will be taken.

8) Fiscal Warrants – Payroll and Appropriation Warrants – October 12, 2010

9) Adjournment.

The Selectmen may take items out of order at their discretion.

MEMORANDUM

TO: DAVE SAWYER, DON WILLARD, LAURIE FORBES, AND KEVIN
WOODBREY

FROM: ELISA TREPANIER

SUBJECT: GIS PROJECT UPDATE

DATE: 10/5/2010

The following is a list of projects and accomplishments completed since August 4, 2010:

1. Received 2010 parcel .shp file; created 2011 parcel .shp file and started Phase I clean-up of same;
2. Met with Assessor Mike O'Donnell to discuss tax map preparation and standards;
3. Set up plotter in back office;
4. Regular post processing of collected GPS data;
5. Run Vision Appraisal report and prepare assessing data to join with parcel .shp file;
6. Continued collection of data for development of GIS Library on town network;
7. Read and respond to e-mail correspondence;
8. Convert Raymond parcel map to Google Earth .kmz file and submit same to Danielle for posting to website;
9. Merge all culvert data collected to-date into a single .shp file;
10. Prepared Culvert Maintenance Requirements Map for Public Works;
11. Met with Deputy Fire Chief Bruce Tupper to discuss Fire/Rescue GIS needs and future applications;
12. Analyze parcel attribute table to identify parcels on the map that do not have corresponding assessing data; prepare spreadsheet of same for discussion with assessor;
13. Prepared Fire/Rescue Regionalization Map; submitted same for posting to Fire/Rescue web page;
14. Initiate contact between Delorme Mapping and Fire/Rescue regarding GPS units for rescue vehicles;
15. Install updated ESRI mapping software;
16. Demonstrate Google Earth application to staff;
17. Prepare Trash and Recycling Collection Map; submit same for posting to web site;
18. Prepare requested data for submittal to Lake Region Green Print project;
19. Update Vision Appraisal with 2010 map;
20. Added Supplemental Fields to Vision Appraisal for assessing staff use;
21. Contacted Maine Office of GIS for instructions to submit GPS collected road centerline E911 data;
22. GPS collection status:

- a. culvert and catch basin data is 98% complete (infrastructure installed this summer to be collected);
- b. collection of sign data 85% complete;
- c. new road data 98% complete (recently approved roads at Indian Point to be collected).

Feel free to contact me with any questions or additional information.

Elisa.trepanier@raymondmaine.org

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Raymond, Maine 04071
207.655.4742
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Memorandum

Date: October 5, 2010

To: Board of Selectmen, Don Willard

From: Nathan White

Re: Public Works Review

Below are the items that Public Works completed earlier this year:

- Street sweeping completed by mid-spring
- Finished a large drainage job that started in the Fall of 2009. This work extended Crockett Road to County Road and drained storm water off several properties that normally experienced flooding in spring and during heavy rain periods.
- Installed a new culvert at Musson Road and 485 feet of ditching to stop water from spilling out on to Cape Road.
- Installed a new culvert on Harmon Road and Patricia Ave.
- Completed transition to Zero-sort recycling system.
- Successfully worked with Raymond Waterways to continue to protect Raymond lakes from milfoil and correct water degradation issues along shorelines.
- Worked with MDOT on the intersection of Plains Road and Meadow Road to improve site distance and make it a safer intersection.

Below is a list of items that the Public Works Department has more recently completed:

- Intersection of Plains Road and Webbs Mills: improving storm drains and site distance
- Spiller Hill Rd and Carriage Rd: Paving; drainage improvements; tree removal; pavement to be pulverized to gravel like material, and then graded to proper road profile. (At that point, 2 inches of base pavement will be placed on the roads).
- Ledge Hill Rd: will receive shim and overlay of surface mix material (was reclaimed in 2000).
- Currently reworking new Public Works garage space after school department moved out. Converting last four bays to be used for vehicle repair as well as painting and remodeling bathroom.
- Completed roof and painting at Town Office

Winter projects that Public Works will be completing are:

- Installing blown-in insulation at both District #2 and the Town Office
- Tree Removal along Valley Road

- Rebuilding one mile of Mountain Road (from Raymond Hill Road to Tenny Hill) and overlaying the whole 2 mile stretch.
- Start Construction on Valley Road

PLEASE NOTE: Legislative Information **cannot** perform research, provide legal advice, or interpret Maine law. For legal assistance, please contact a qualified attorney.

An Act To Protect Elderly Residents from Losing Their Homes Due to Taxes or Foreclosure

Be it enacted by the People of the State of Maine as follows:

Sec. 1. 36 MRSA §941, 2nd ¶ is amended to read:

The tax collector may, after the expiration of 8 months and within one year from the date of original commitment of the tax or, in the case of deferred taxes pursuant to chapter 908-A, after the due and payable date established pursuant to section 6271, subsection 5, give to the person against whom said the tax is assessed, or leave at ~~his~~the person's last and usual place of abode, or send by registered mail to ~~his~~the person's last known address, a notice in writing signed by said tax collector stating the amount of the tax, describing the real estate on which the tax is assessed and demanding the payment of such tax within 10 days after service of such notice.

Sec. 2. 36 MRSA §942, 2nd ¶, as amended by PL 1983, c. 407, §2, is further amended to read:

The tax collector may, after the expiration of 8 months and within one year after the date of original commitment of a tax or, in the case of deferred taxes pursuant to chapter 908A, after the due and payable date established pursuant to section 6271, subsection 5, give to the person against whom the tax is assessed, or leave at ~~his~~the person's last and usual place of abode, or send by certified mail, return receipt requested, to ~~his~~the person's last known address, a notice in writing signed by the tax collector or bearing ~~his~~the tax collector's facsimile signature, stating the amount of the tax, describing the real estate on which the tax is assessed, alleging that a lien is claimed on the real estate to secure the payment of the tax, and demanding the payment of the tax within 30 days after service or mailing of the notice with \$3 for the tax collector for making the demand together with the certified mail, return receipt requested, fee. In the case of taxes supplementally assessed, the tax collector may give that notice after the expiration of 8 months and within one year after the date of commitment of the supplementally assessed taxes. If an owner or occupant of real estate to whom the real estate is taxed dies before that demand is made on ~~him~~that owner or occupant, the demand may be made upon the personal representative of ~~his~~that owner's or occupant's estate or upon any of ~~his~~that owner's or occupant's heirs or devisees.

Sec. 3. 36 MRSA §942, 5th ¶, as amended by PL 1991, c. 846, §9, is further amended to read:

The costs to be paid by the taxpayer are the sum of the fees for recording and discharge of the lien as established by Title 33, section 751, plus \$13, plus the fee established by section 943 for sending a notice 30 to 45 days prior to the foreclosing date of the tax lien mortgage if that notice is actually sent and all certified mail, return receipt requested, fees. In the case of a lien in effect pursuant to chapter 908A, the costs to be paid include interest in the amount established under section 6271, subsection 3. Upon redemption, the municipality shall prepare and record a discharge of the tax lien mortgage.

Sec. 4. 36 MRSA §943-B is enacted to read:

§ 943-B. Credit reporting; payment during redemption period

If a municipality takes action under sections 942 or 943 to enforce a lien in effect pursuant to chapter 908-A that results in a record of a lien in a party's name being placed in that party's file with a consumer reporting agency, that lien must be considered inaccurate information under Title 10, section 1317 if the party submits proof to the consumer reporting agency that the deferred taxes were paid during the 18-month redemption period provided for in section 943.

Sec. 5. 36 MRSA c. 908-A is enacted to read:

CHAPTER 908-A

MUNICIPAL PROPERTY TAX DEFERRAL FOR SENIOR CITIZENS

§ 6271. Municipal authority

1. Definitions. As used in this chapter, unless the context otherwise indicates, the following terms have the following meanings.

A. "Eligible homestead" means the owner-occupied principal dwelling, either real or personal property, owned by a taxpayer and the land upon which it is located. If the dwelling is located in a multiunit building, the eligible homestead is the portion of the building actually used as the principal dwelling and its percentage of the value of the common elements and of the value of the tax lot upon which it is built. The percentage is the value of the dwelling compared to the total value of the building exclusive of the common elements, if any.

B. "Federal poverty level" means the nonfarm income official poverty line for a family of the size involved, as defined by the federal Office of Management and Budget and revised annually in accordance with the United States Omnibus Budget Reconciliation Act of 1981, Section 673, Subsection 2.

C. "Household income" has the meaning set out in section 6201, subsection 7.

D. "Program" means a tax deferral program adopted by a municipality pursuant to subsection 2.

E. "Tax-deferred property" means the property upon which taxes are deferred under this chapter.

F. "Taxes" or "property taxes" means ad valorem taxes, assessments, fees and charges entered on the assessment and tax roll.

G. "Taxpayer" means an individual who is responsible for payment of property taxes and has applied to participate or is currently participating in the program under this chapter.

2. Authority. The legislative body of a municipality may by ordinance adopt a property tax deferral program for senior citizens, referred to in this section as "the program." Upon application by a taxpayer, a municipality may defer property taxes on property if the following conditions are met:

A. The property is an eligible homestead where the taxpayer has resided for at least 10 years prior to application;

B. The taxpayer is an owner of the eligible homestead, is at least 70 years of age on April 1st of the first year of eligibility and occupies the eligible homestead; and

C. The household income of the taxpayer does not exceed 300% of the federal poverty level.

An application, information submitted in support of an application and files and communications relating to an application for deferral of taxes under the program are confidential. Hearings and proceedings held by a municipality on an application must be held in executive session unless otherwise requested by the applicant. Nothing in this paragraph applies to the recording of liens or lists under subsection 3 or any enforcement proceedings undertaken by the municipality pursuant to this chapter or other applicable law.

The municipality shall make available upon request the most recent list of tax-deferred properties of that municipality required to be filed under subsection 3. The municipality may publish and release as public information statistical summaries concerning the program as long as the release of the information does not jeopardize the confidentiality of individually identifiable information.

3. Effect of deferral. If property taxes are deferred under the program, the lien established on the eligible homestead under section 552 continues for the purpose of protecting the municipal interest in the tax-deferred property. Interest on the deferred taxes accrues at the rate of 0.5% above the otherwise applicable rate for delinquent taxes. In order to preserve the right to enforce the lien, the municipality shall record in the county registry of deeds a list of the tax-deferred properties of that municipality. The list must contain a description of each tax-deferred property as listed in the municipal valuation together with the name of the taxpayer listed on the valuation. The list must be updated annually to reflect the addition or deletion of tax-deferred properties, the amount of deferred taxes accrued for each property and payments received.

The recording of the tax-deferred properties under this subsection is notice that the municipality claims a lien against those properties in the amount of the deferred taxes plus interest together with any fees paid to the county registry of deeds in connection with the recording. For a property deleted from the list, the recording serves as notice of release or satisfaction of the lien, even though the amount of taxes, interest or fees is not listed.

4. Notice. The State Tax Assessor shall prepare a one-page notice of the effect of the deferral of property taxes under this section, of the right of the municipality to file a tax lien mortgage pursuant to chapter 105 and that the deferred taxes become due and payable as established in subsection 5. This notice must have a readability score, as determined by a recognized instrument for measuring adult literacy levels, equivalent to no higher than a 6th grade reading level. A municipality that adopts the program shall provide a copy of this notice to each taxpayer applying to the program at the time of application and shall also annually provide to each taxpayer in the program, in lieu of a property tax bill, a copy of this notice together with an accounting of taxes deferred and interest accrued.

5. Lien. When it is determined that one of the events set out in subsection 6 has occurred and that a property is no longer eligible for property tax deferral under this chapter, the municipality shall send notice by certified mail to the taxpayer, or the taxpayer's heirs or devisees, listing the total amount of deferred property taxes, including accrued interest and costs of all the years and establishing a due and payable date. For events listed in subsection 6, paragraphs A, B and C, payment is due within 45 days of the date of the notice. When the event listed in subsection 6, paragraph D occurs, the total amount of deferred taxes is due and payable 5 days before the date of removal of the property from the State. The municipality shall include in the notice a statement that the lien enforcement procedures pursuant to chapter 105, subchapter 9 apply.

If the deferred tax liability of a property has not been satisfied by the date established pursuant to this subsection, the municipality may enforce the lien according to procedures in chapter 105, subchapter 9.

Partial payments accepted during the 18-month redemption period provided for in section 943 may not interrupt or extend the redemption period or in any way affect foreclosure procedures.

6. Events requiring the payment of deferred tax and interest. Subject to subsection 7, all deferred taxes and accrued interest must be paid pursuant to subsection 5 when:

- A. The taxpayer dies;
- B. Some person other than the taxpayer becomes the owner of the property;
- C. The tax-deferred property is no longer occupied by the taxpayer as a principal residence, except that this paragraph does not apply if the taxpayer is required to be absent from the eligible homestead for health reasons; or
- D. The tax-deferred property, a mobile home, is moved out of the State.

7. Election to continue deferral. If one of the events listed in subsection 6 occurs, and the ownership of the eligible homestead is transferred to another member of the same household, the transferee may apply to the municipality for continuation of the deferral of taxes if the transferee meets the conditions in subsection 2, paragraphs B and C.

8. Repeal of program. A municipality that has adopted the program under this section may discontinue it through the same procedure by which the program was adopted; however, any taxes deferred under the program continue to be deferred under the conditions of the program on the date it was ended.

Effective 90 days following adjournment of the 124th
Legislature, Second Regular Session, unless otherwise indicated.

**TOWN OF RAYMOND
PEDDLER'S ORDINANCE**

Adopted 5/21/94

Section I. Title: This Ordinance shall be known as the Town of Raymond Peddler's Ordinance.

Section II. Authority: This Ordinance is enacted pursuant to Title 30-A, Sections 3001.

Section III. Purpose: The purpose of this Ordinance is to define, regulate and license peddlers; promote highway safety; preserve the character and aesthetics of the Town; to protect the property values; and to protect the health, safety, and welfare of individuals and the public.

Section IV. Definitions:

1. The word "person" as used herein shall include the singular and the plural, and shall also mean and include any person, firm, or corporation, association, club, partnership or society, excepting bona fide charitable, service, religious, municipal and non-profit organizations or agencies.
2. The word "peddler" as used herein shall include any person, having no established or fixed place of business in the Town, selling or offering for sale, tangible commodities. The word "peddler" shall include the words "hawker", "huckster" and "itinerant vendors". The definition of the word "peddler" for this Ordinance does not include but is not limited to the following exceptions:

A person conducting a temporary yard sale, fruit stand a minor or children's enterprise, camp firewood, and a car or boat for sale.

3. The word "temporary" as used herein shall refer to the period of four (4) weekends a calendar year.
4. The word "Town" shall mean the Town of Raymond, Maine.

GENERAL PROVISIONS

Section V. Permit and License Required:

It shall be unlawful for any person to engage in the business of peddler as defined in Article II of this Ordinance within the corporate limits of the Town of Raymond without first obtaining a permit and license therefor as provided herein.

Section VI. Application:

Applicants for license under this ordinance must file with the Town Clerk a sworn application in writing on a form to be furnished by the Town Clerk, which shall give the following information:

1. Name and description of the applicant;
2. Address (legal and local);
3. A brief description of the nature of the business and the good to be sold;
4. If employed, the name and address of the employer, together with appropriate written evidence of the applicant's employment status;
5. The length of time for which the permit is desired;
6. If a vehicle is to be used, a description of the same, together with license number or other means of identification;
7. A photograph of the applicant, taken within 60 days immediately prior to the date of the filing of the application, which picture shall be 2" by 2" showing the distinguishing manner;
8. The names of at least two (2) reliable property owners of the Town who will certify as to the applicant's good character and business responsibility, or, in lieu of the names of references, any other available evidence as to the good character and business responsibility;
9. A statement as to whether or not the applicant has been convicted of any crime, misdemeanor, or violation of any municipal ordinance, the nature of the offenses and the punishment or penalty assessed therefor;
10. At the time of filing the application: a fee of \$250.00 dollars for Residents and \$500.00 dollars for Non-Residents shall be paid to the Town Clerk to cover the cost of investigation and administration of this Ordinance.
11. The number of peddlers licenses issued at any one time will be limited to two (2);
12. The dimensions of a peddler's cart or unit will be no greater than 38 inches in width, 8 feet in length, and must be removed from sidewalks at the end of each day;
13. Peddler's Licenses shall be limited to one per person;
14. Licenses shall be issued on June 1, 1994, or the first business day thereafter. In subsequent years licenses shall be issued on May 1st, or the first business day thereafter. Applicants may be made for one month prior to the issuance date. If there are more than two applicants, the license shall be selected by lottery.
15. Peddlers shall maintain in full force and effect at all times, a policy of comprehensive public liability insurance with limits of no less than \$300,000, naming the Town of Raymond as additional insured. A certificate of insurance must be provided before a peddler's license is issued.

16. Application shall be made only for private property (not on the property of any government or quasi-governmental agency and outside the right-of-way limits of any public highway), and shall be made only for the commercial zone.

Section VII. Investigation and Issuance:

Upon receipt of such application, the original shall be referred to the Town Manager, who shall cause such investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public good. If, as a result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory, the Town Manager shall endorse on such applicant his disapproval and his reasons for the same, and return the said application to the Town Clerk, who shall notify the applicant that his application is disapproved and that no permit and license will be issued. If, as a result of such investigation, the character and business responsibility of the applicant are found to be satisfactory, the Town Manager shall endorse on the application his approval, and return said application to the Town Clerk, who shall, upon payment of the prescribed license fee deliver to the applicant his license. Such license shall contain the signature and seal of the Town Clerk and shall show the name, address and photograph of said licensee, the kind of goods to be sold thereunder, the date of issuance, and the length of time the same shall be operative, as well as the license number and other identifying description of any vehicle use in such peddling. The Town Clerk shall keep a permanent record of all licenses issued.

Section VIII. Transfer:

No license issued under the provision of this Ordinance shall be used at any time by any person other than the one whom it was issued.

Section IX. Exhibition of Licenses:

Peddlers are required to exhibit their licenses at the request of any citizen.

Section X. Revocation of License:

Permits and licenses issued under the provisions of this Ordinance may be revoked by the Selectmen after notice and hearing, for any of the following causes:

1. Fraud, misrepresentation, or false statement contained in the application for license;
2. Fraud, misrepresentation, or false statement made in the course of carrying on his business as a peddler;
3. Any violation of any State, Federal or local law, ordinance, rule or regulations;
4. Conviction of any crime or misdemeanor involving moral turpitude;

5. Conducting the business of peddling in an unlawful manner or in such a manner as to constitute a menace to the health, safety, or general welfare of the public.

Notice of the hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his last known address at least seven (7) days prior to the date set for hearing. Notice may also be served in hand.

Section XI. Expiration of License:

All licenses issued under the provisions of this Ordinance shall expire on their anniversary date.

Section XII. Enforcement and Penalty:

The Selectmen shall enforce the provisions of this Ordinance. A violation of any provision of this Ordinance shall be a civil violation, and a civil penalty not exceeding Two Thousand Five Hundred Dollars (\$2,500.00) shall be imposed, which shall accrue to the benefit of the Town of Raymond. Each day that a violation continues will be treated as a separate offense. The Selectmen may also seek injunctive relief, where appropriate.

Section XIII. Severability:

If any part or parts, section or subsection, sentence, clause or phrase of this Ordinance is for any reason declared to be unconstitutional or invalid, such shall not affect the validity of constitutionality of the remaining portions of this Ordinance or any rules or regulations promulgated hereunder.

Section XIV. Effective Date:

This Ordinance shall become effective upon passage by the legislative body of the Town of Raymond at a duly called Town Meeting.

Index for Both Town Policy and FD Union Contract

RAYMOND PERSONNEL POLICY

DRAFT UNION CONTRACT

Article I: Preamble

Article 1: Recognition

Article II: Employment

Article 2: Checkoff

Article III: Equal Opportunity Employer

Article 3: Management Rights

Article IV: Types of Appointments

Article 4: Union Rights

Article V: Public and Employee Relations

Article 5: Grievance and Arbitration

Article VI: Work week- Overtime

Article 6: Seniority

Article VII: Attendance

Article 7: Holidays

Article VIII: Holiday

Article 8: Vacations

Article IX: Vacation

Article 9: Leaves

1. Sick

2. Bereavement

3. Jury Duty

4. Family Medical Leave

Article X: Sick Leave

Article 10: Disciplinary

Article XI: Leaves of Absence

Article 11: Working Hours

A. Bereavement

B. Leave without Pay

Article XII: Jury Duty

Article 12: Wages

Article XIII: Armed Forces/National Guard

Article 13: Working Conditions

Article XIV: Retirement

Article 14: Health, Dental, & Life Insurance

Article XV: Workers Compensation

Article 15: Retirement

Article XVI: Health, Dental & Life Insurance

Article 16: Duration

Article XVII: Disciplinary Proceedings

A. Purpose

B. Categories

C. Employee Personnel Records

Article XVIII: Grievance Procedures

Article XIX: Political Activities

Article XX: Resignation

Article XXI: Employee References

Article XXII: Drugs and Alcohol in the Workplace

Article XXIII: Policy on Harassment

Article XIV: Sexual Harassment Policy

COMPARATIVE SUMMARY BETWEEN DRAFT UNION CONTRACT AND
RAYMOND PERSONNEL POLICY

Differences and similarities between the Town of Raymond's Personnel Policy and the Raymond Fire Department Union Contract. Each area will be compared based on the Town's Policy (Roman Numerals) versus the FD's contract (Numeric).

Article I vs Article 2 and 3:

The Town's Policy is that it is the Selectmen's right to change the policy at any point without notice, whereas the FD employees must have a written notice prior to any policy changes. However, both are the responsibility of the Town and can supersede the rights of the Fire chief to terminate and discipline FD employees, except in cases outlined in their contract.

Article II vs 6.2:

For the Town of Raymond, Raymond residents take priority when it comes to hiring and job postings, whereas the FD has no such policy.

The Town has a 6 month probationary period, whereas the FD has a twelve month, where the Fire Chief can request an additional 3 months be added. The Town can choose to terminate an employee during this time frame as well.

Article III:

No Equal Opportunity clause for the FD.

Article IV:

There is no article in the Union Contract defining how each hourly appointment is defined, which is the basis of how members are allowed to join the union: they must be full-time.

Article V:

There are no policies for the Union in terms of Public Relations and the acceptance of gifts, bribes, solicitation or confidentiality.

Article VI vs 11:

The Town defines a work week as no less than 35 hours and the FD defines it as 24 shifts (1 on, 1 off) for an average of 48 hours per week. Overtime for the FD is considered anytime spent over their shift and get time and a half, whereas the Town defines overtime as over 40 hours and is considered compensation time at time and a half; anytime worked over a shift is only considered compensation time.

Both adhere to standards of the Fair Labor Standards Act.

Article VIII vs 7:

Observed holidays are the same for both Policies, but FD does not define non-holiday, closed days as unpaid as the Town does.

The Town states that a person on leave is not entitled to holiday pay, but the FD has no such policy.

The Town allows for persons that are not scheduled on a closed holiday to reschedule their day off but the FD has not policy dealing with "in-lieu of holiday time".

Article IX vs 8:

Vacation time is accrued at the same rate and accrual cap, but the FD has no policy on when employees can start to take vacation time, whereas the Town does not allow it until after six months. Town employees also cannot take vacation time for a duration longer than two weeks, and the FD does not have any policy limiting this.

The FD also has a policy on forfeiting payout without appropriate notice, that the Town does not have, but they do not state anywhere what the length of that notice is.

The Town also requires a ten day written notice for early payment of vacation time that the FD does not have.

Article X and VII vs 9.1:

Both the Town and the FD require 2 hours notice for an absence. However, the Town is more strict in its definition in the sense that the person must be incapacitated from doing their duties, where as the FD defines it only as illness. The Town allows for this time to be used for the care of an "immediate" family member whereas the FD defines specific roles that may not be considered immediate, such as in-laws and other residing in the household.

The Town has set time limits as to when a person can start using sick time, after 30 days, and they must be present for at least 13 days of the month to accrue more; repercussions for not calling; using sick time to create holiday weekends:FD has no policy.

The Town requires that a doctor's certificate be presented after three successive days of sick absence. The FD has this policy but it is up to the discretion of the Fire Chief to determine when that is necessary.

Both allow for employees to take 1/2 of their sick leave with them upon good standing but the Town places a 240 hour cap, FD does not, but the FD requires that they have worked at least 5 years before being allowed to do so. Once again, the FD says that a person must give proper notice in order to be eligible but does not define what is appropriate.

Article XI.A and 9.2:

Both allow up to three paid days for the death of those defined. The Town has the addition of grandchildren, that the FD does not, but the FD allows brother and sister-in-laws and for anyone who HAS lived in the employees household. The Town only allows for only 1 day be allowed for those not listed at the discretion of the Town Manager, whereas the Fire Chief can give leave, duration not determined, for anyone not listed.

Article XI.B:Leave without pay

The FD does not have a policy dealing with leaves of absence not defined by the Family Medical Leave Act, Bereavement, or sickness.

Article XII vs 9.3:

The Town will pay the difference in jury duty pay and regular pay, but only for four weeks. The FD has no defined time limit and will continue receiving usual paychecks and forfeit jury pay to the Town. FD expects employees to work any regular days that they are not in jury duty and continues to give regular holiday pay, but the Town does not define these instances.

Article XIII: Armed forces

FD has no policies dealing with the armed forces or National Guard.

Article XIV vs 15:

Neither retirement plan is to exceed 5% but the FD does not break down the percentage match per years worked the way the the Town does, just says not to exceed 5%.

Article XV:

The FD has no policy on Workers compensation.

Article XVI vs 14:

Both benefit packages are equal, but the FD does not define what constitutes as a fulltime employee, whereas the Town defines it as 32 hours or more.

Article XVII vs 10:

The Town goes into detail describing the categories of each warning and the procedures leading to each disciplinary action, whereas the FD is vague about procedures.

Verbal warnings are noted in both Town and FD employee's files for one year. Written warnings are 24 versus 36 and suspensions go on record for 3 years versus 5.

Article XVIII vs 5:

The FD is a much more extensive procedure but the initial response of the Town, after written notice, for its employees is 14 versus the 30 that the Fire Chief has to respond to grievances.

Article XX:

There is no reference in the FD contract about appropriate resignation procedure, though they make reference to obeying it.

Article XXI:

The FD has no policy in its contract on employees references.

Article XXII:

The FD has no policy in its contract on drugs and alcohol in the workplace.

Article XXIII:

The FD has no policy in its contract on harassment.

Article XXIV:

The FD has no policy in its contract on sexual harassment, but the Town Policy does include FD management in its policy.

Things that the FD has that are not included in Town Policy (some Union related):

Article 1: Recognition

Article 4: Union Rights

Article 6: Seniority

Article 9.4: Family Medical Leave Act

Article 12: Wages

Article 13: Working Conditions
Article 16: Duration

DRAFT UNION CONTRACT

Agreement

This Agreement is made and entered into by the TOWN OF Raymond (hereinafter referred to as the "TOWN") and the IAFF LOCAL 4095, AFL-CIO-CLC (hereinafter referred to as the "UNION").

Article 1-Recognition

The Town of Raymond hereby recognizes Local 4095, IAFF, AFL-CIO-CLC as the sole and exclusive bargaining agent for all Full-time Firefighters/EMS personnel who are public employees as defined by 26 M.R.S.A. &962(6) excluding the Fire Chief and Assistant Fire Chief.

Article 2 – Checkoff

Section 1 : Upon receipt of a signed authorization from each employee who is a member of the Union, the Town, on each payroll date, shall deduct from each employee's paycheck the union membership dues and benefit premiums. Authorization forms shall be supplied by the Union and shall be satisfactory to the Town. The form signed by each employee shall specify the amount to be deducted by the Town for that employee. An employee may revoke his or her authorization for deductions provided for in this section upon sixty (60) days advanced notice to the Town and the Union. The Town shall remit weekly in a single check to the union at such address as may be directed in writing, the total amount withheld together with a list of employees for whom deductions were made.

Section 2: The Union shall indemnify and save the Town harmless from any and all claims arising out of any instances in which the Town, in reliance on any authorization which shall have been furnished to it under the provisions of this article, has withheld funds and forwarded same to the Union.

Article 3 – Management Rights

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement; and the Town may adopt rules and regulations for the operation of the Department and the conduct of its employees, provided that any such rules and regulations, or changes thereto are posted for ten (10) days prior to becoming effective.

Article 4 – Union Rights

Section 1: UNION BULLETIN BOARDS.

The TOWN agrees to furnish and maintain bulletin boards in suitable and convenient places in each work area to be used by the UNION.

The UNION shall limit its posting of notices and bulletins to such bulletin boards.

Section 2: UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES.

The TOWN agrees that during working hours, on the employer's premises and without loss of pay, UNION representatives shall be allowed to:

- collect UNION dues, initiation fees and assessments;
- post UNION notices;
- attend negotiating meetings;
- transmit communications authorized by the local UNION or its officers to the TOWN; his representative;
- consult with the TOWN, their representatives, local UNION officers or other UNION representatives concerning the enforcement of any provisions of this agreement; and
- distribute UNION literature,

provided that such activities will not interfere with the operation of the department.

Section 3: VISITS BY UNION REPRESENTATIVES.

The TOWN agrees that accredited representatives of the UNION shall have access to the premises of the TOWN at any reasonable times to conduct UNION business, provided that such activity shall not interfere with the operation of the department.

Article 5- Grievance and Arbitration

- Section 1: Every reasonable effort shall be made by the parties to fairly resolve every grievance without resorting to the formal grievance procedure hereinafter set forth. To that end it is the intent of the parties that throughout the course of this agreement there shall be open and honest communication between them. Further, each full-time employee is encouraged, prior to the filing of any formal grievance, to discuss any question, issue or dispute concerning the application, meaning or interpretation of this agreement with his or her immediate supervisor as soon as possible after the question, issue, or dispute arises.
- Section 2: If a grievance has not been informally resolved as above suggested, it may be submitted to the following grievance procedure:
- Section 2.1: Within thirty (30) days after the knowledge of an occurrence or knowledge of such grievance, the aggrieved employee and/or the Union shall, on a form provided by the Union, reduce the grievance to writing, setting forth the aggrieved employee's contention in full, including specific references to all sections of this agreement in dispute, and a proposed resolution, shall date and sign the grievance and shall submit it to the Fire Chief who shall, upon receipt, issue a dated receipt therefore.
- Section 2.2: Within thirty (30) days after receipt of a grievance, the Fire Chief shall meet with the aggrieved employee and a representative of the Union to discuss the grievance.
- Section 2.3: Within fourteen (14) days after meeting described in Section 2.2, the Fire chief shall provide the aggrieved employee and the Union with a written response to the grievance. The failure of the Fire Chief to provide a written response within the time prescribed shall be deemed a denial of the grievance and the resolution requested and shall entitle the aggrieved employee and the Union to proceed as described in the Section 2.4.
- Section 2.4: If not satisfied with the Fire Chief's response to a grievance, the aggrieved employee and/or the Union may, within fourteen (14) days after receipt of the Fire Chief's response, submit the grievance to the Town Manager who shall, upon receipt, issue a dated receipt therefore. The failure of the aggrieved employee and/or the Union to appeal the Fire Chief's response to the Town Manager shall render the grievance resolved in accordance with the Fire Chief's response, which shall be final and binding upon the aggrieved employee and the Union.
- Section 2.5: Within fourteen (14) days after receipt of a grievance, the Town Manager shall meet with the Fire Chief, the aggrieved employee and a representative of the Union to discuss the grievance.
- Section 2.6: Within fourteen (14) days after the meeting described in Section 2.5, the Town Manager shall provide the aggrieved employee and the Union with a written response to the grievance. The failure of the Town Manager to provide a written response within the

time prescribed shall be deemed a denial of the grievance and the resolution requested and shall entitle the Union to proceed as described in Section 2.7.

- Section 2.7: Any grievance that has been properly and timely processed through the grievance procedure set forth above and has not been settled at the conclusion thereof, may be appealed to arbitration by the Union in accordance with the following procedure: The Union may, within fourteen (14) days, serve on the Town a written notice of its intention to appeal the grievance to arbitration. The failure of the Union to appeal shall render the grievance resolved in accordance with the Town Manager's response.
- Section 2.8: Time spent in grievance meetings with the Fire Chief and Town Manager may occur during an employee's work time provided such meetings are scheduled to minimize interference with the employee's regular duties.
- Section 3: If a grievance is appealed to arbitration, the parties shall attempt, on their own, to agree upon an arbitrator. If they cannot agree within fourteen (14) days, the Union may, within fourteen (14) days submit the matter to the American Arbitration Association for the selection of an arbitrator in accordance with its Rules
- Section 3.1: Arbitration shall be conducted as soon as mutually convenient for the parties after selection of the arbitrator. The arbitrator shall issue a written decision and award within forty five(45) days after the conclusion of the arbitration hearing. The written decision and award of the arbitrator on the merits of any grievance adjudicated within his or her jurisdiction and authority shall be final and binding upon the aggrieved employee, the Union and the Town
- Section 3.2: The arbitrator as the authority to make the grievance whole, but lacks the authority to award punitive damages to the aggrieved employee and or the Union.
- Section 3.3: The expense of arbitration shall be shared equally by the parties involved. Employee witnesses called by the Town shall be reimbursed by the Town for any loss of normal working time. Otherwise, however, time spent in arbitration hearing meetings shall not be considered working or paid time for the aggrieved employee or Union representative involved. To that end, all efforts will be made to schedule such meetings at times other than employee's normal working time.

Article 6 – Seniority

- Section 1: **DEFINITION**

"Seniority" means an employee's length of continuous service with the TOWN since the employee's last date of hire.

Section 2: **INITIAL PROBATIONARY PERIOD.**

New members of the department shall be added to the seniority list twelve (12) months from their date of employment, unless the Chief either extends their probationary period for an additional three (3) month period or terminates their employment as provided herein.

The TOWN, acting through the Chief, shall have the right to terminate such employees during their probationary period. The Chief's decision to terminate shall not be subject to review either as a disciplinary action or as a grievance. When a probationary employee has satisfactorily completed his probationary period, he shall be added to the seniority list.

Section 3: **BREAK IN CONTINUOUS SERVICE.**

For the purpose of this article, lay-off or authorized leaves of absence shall not constitute a break in continuous service; however, no benefits shall accrue during such periods, except as otherwise required by law or provided by this agreement.

Section 4: **SENIORITY LISTS.**

On January 1st of each year, the Chief shall post on the bulletin board, a seniority list showing the continuous service of each employee. A copy of the seniority list will be furnished to the local UNION when it is posted.

Section 5: **LAY-OFFS.**

In the event it should become necessary to lay off employees for any reason, employees on initial probationary status shall be laid off first and other employees shall be laid off in the inverse order of seniority.

Employees on lay-off shall have the right of first refusal for any *per diem* shift(s) for one (1) year following the original date of lay-off or until the employee is recalled or accepts other employment, whichever occurs first.

Section 6: **RECALL.**

Employees shall be recalled from lay-off in the inverse order from which they were laid off, provided recall is within one (1) year of the original date of lay-off.

No new employees shall be hired until all employees on lay-off have been given ten (10) calendar days notice to report to work and have failed to do so. Employees so notified must respond to the Town within two (2) days of their intent to return to work on the date specified for recall; provided that, if any employee has accepted other employment and intends to return to work and must give notice to the other employer and so informs the Town, the date specified for recall shall be extended for the period of notice required by the other employer, not to exceed two (2) weeks.

Article 7- Holidays

Section 1: Holidays Observed

The following holidays shall be observed:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Columbus Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Plus one (1) Personal/Floating holiday	

- All employees will be paid Holiday pay, this is paid whether working or on days off.
- -"Holiday pay" is 8 hours of regular rate pay.
-If working the holiday then the employee will be paid at a rate of 1.25 times of regular rate. If the shift is an OT shift worked on a holiday, the rate will be 1.75 (time and a half plus the extra quarter).
- Holidays will be observed on the actual date of the holiday.

Article 8- Vacations

Section 1: Accrual

Employees shall accrue vacation time according to the following schedule:

- A. 1 day a month for the first 3 years
- B. 1.25 days a month after 3 years up to 10 years
- C. 1.50 days a month after 10 years up to 15 years
- D. 1.75 days a month after 15 years

*a day is equal to 8 hrs

* Employees will be allowed to accumulate up to 152 hours

Section 2: PAY OUT.

Accrued, unused and unpaid vacation time shall be paid as part of final pay upon termination of employment, subject to any final withholding by the town; however, employees who voluntarily terminate their employment without notice as required by this AGREEMENT shall forfeit any and all remaining accrued, unused and unpaid vacation time.

Section 3: VACATION SCHEDULING.

Vacation time shall be scheduled consistent with departmental needs. Employees must request to schedule vacation time with their supervisors with as much advance notice as is practical and possible. Vacation time requests may be refused, or rescheduled, at the discretion of the supervisor.

Employees may remain on the overtime list during vacations but may not be forced in; however, employees are responsible for notifying the Chief in writing of their availability for voluntary overtime.

Employees may not be held over on the last shift worked before scheduled vacation days.

Employees may cancel scheduled vacation unless and until that shift has been filled.

Article 9- Leaves

Section 1: SICK LEAVE.

A. Employees will accrue sick leave at a rate of 8 hours a calendar month. The maximum accrual will be 60 days/480 hours

B. Sick leave may be granted, with at least two (2) hours notice by the employee, for any of the following reasons:

- Personal illness or injury,
- Personal medical or dental appointments which cannot be scheduled during other than working hours, or
- Absence required by serious illness or disability of a member of the employee's immediate family. Immediate is defined as spouse, mother, father, mother-in-law, father-in-law, son, daughter, or other person who has lived in the employee's household to have attained such status.

C. The Chief may require a certificate from a qualified physician certifying an employee's continued absence from work. A certificate of "fitness to return to work" from a physician may also be required.

D. Misuse or abuse of sick leave may be cause for disciplinary action and may negatively affect the employee's performance evaluation.

E. Upon termination of employment, any employee who has five (5) years of continuous employment will be paid one-half regular pay for accumulated sick leave. In the event of an employee's death, the Town will pay accumulated sick leave benefits, as described above, to the employee's family. Employees who fail to provide proper notice of termination shall not be eligible for this benefit.

2. BEREAVEMENT LEAVE.

The purpose of bereavement leave is to attend funerals or memorial services, making arrangements for such services, attending burials, or attending to family as a result of a death. Leave with pay shall be granted to regular full and part-time employees for up to three (3) days, not necessarily consecutively but reasonably proximate to the death, funeral, memorial service, burial, or other similar event, upon the death of a parent, spouse, brother, sister, child, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law or any other person who has lived in the employee's household. Special consideration may be made by the Chief when exceptional or unusual circumstances are a factor. Leave may be granted at the discretion of the Chief to attend the funeral of a relative (other than those listed above) or friend.

3. JURY DUTY.

Employees will be paid their regular rate of pay to an employee while on jury or witness duty. The employee shall reimburse the TOWN by surrendering all jury pay to the TOWN immediately upon its receipt. It is expected that employees will report to work each day and perform their regular duties during established working hours, except for the time actually engaged in jury service or in transportation to or from the place of jury service.

Any Town designated Holiday falling during the employee's absence due to jury or witness duty shall be paid.

4. FAMILY MEDICAL LEAVE.

A. Under the provisions of the Family and Medical Leave Act of 1993 (FMLA), as amended, and 26 MRSA § 843 et seq., all employees who have been employed for at least twelve (12) months immediately prior to a leave request are entitled to take an unpaid leave of absence of not more than twelve (12) work weeks in the event of:

1. the birth of a child, in order to care for the child (leave must be taken within twelve (12) months of the birth of said child);
2. an adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the adoption or placement);
3. a serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is unable to care for themselves and the employee is needed for such care; or
4. a serious health condition of the employee which results in the employee's inability to perform his or her job.

The following paragraph is an explanation of how the policy would be implemented, but is intended only as an illustration, not as a definitive statement of policy:

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. This twelve (12) month period is defined as a rolling twelve (12) month period measured backward from the date an employee begins an FMLA leave. For example, if an employee has taken eight (8) weeks of FMLA leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken when a second leave is requested. In other words, the number of weeks which an employee has available upon the beginning of an FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period immediately prior to the beginning of the current FMLA leave (the Available Leave Weeks).

B. FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs 1 and 2, above, must be taken all at once unless otherwise agreed by the Town. If medically necessary, FMLA leaves due to illness as described in paragraphs 3 and 4, above, may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, however, the Town may require the employee to transfer temporarily to an alternate position which better accommodates periods of absence or a part time schedule, provided that the position provides equivalent pay and benefits.

C. Employees shall be required to use accrued, unused vacation and/or sick time for all leave types as part of the twelve (12) week leave requirement. For type 3 or 4 FMLA leave, employees will be required to use accrued sick time before utilizing vacation time.

D. When an employee requests any leave of absence which qualifies as leave under the FMLA, the Town may designate such leave as FMLA upon written notification to the employee.

E. While on FMLA leave, employees may continue to participate in the Town's employee benefit programs in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee shall pay to the Town the employee's share of any employee benefits once per month in advance on the first day of each month. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's benefits, unless the employee's failure to return to work was for reasons beyond the employee's control. Benefit entitlements based on length of service will be calculated as of the last work day prior to the start of the leave of absence; for example, an employee on leave will not accrue sick or vacation time. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original position or a comparable position.

F. The Town may require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Town may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ the Town may, at its own expense, require the binding opinion of a third health care provider, approved jointly by the Town and the employee.

G. When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Town operations. In cases of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to an

employee's own illness, the employee must present a written authorization from his/her doctor stating that the employee is ready to return to work.

H. The following procedures shall be followed for an employee to use family medical leave:

1. The employee must submit a Request for FMLA Leave to the Chief. A copy of the request shall be forwarded to the Town Manager's Office. Where possible, the request must be made at least thirty (30) days prior to the effective date of the requested FMLA leave. The Chief must respond to the employee's request within fifteen (15) days of receipt of the request.

2. All requests for FMLA leaves of absence must include the following information to be supplied by the treating medical provider:

- a. the date on which the serious health condition commenced;
- b. the probable duration of the condition; and
- c. the appropriate medical facts within the knowledge of the health care provider regarding the condition.

3. In addition, for purposes of FMLA leave to care for a child, spouse, or parent, the request must give an estimate of the amount of time that the employee is needed to provide such care. For purposes of FMLA leave for an employee's illness, the request must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

J. Employees may apply for a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions:

1. Such leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work.

2. Maternity disability will be treated in the same manner as a type 4 FMLA leave of absence. The employee is required to exhaust accrued, unused sick and vacation time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability. If a maternity disability is for the number of available FMLA leave weeks or less, the employee will be reinstated in accordance with this policy. If a maternity disability exceeds the available FMLA leave, the employee will be reinstated unless business necessities make reinstatement impossible or unreasonable.

3. An employee who uses less than the Available Leave Weeks for type 4 leave for maternity may take additional type 1 FMLA leave after the end of the disability period for a period not to exceed the Available Leave Weeks.

K. In the event of any conflicts between this policy and other Town policies, the provisions of this policy shall govern. The FMLA and FMLA federal regulations issued by the U.S. Department of Labor, and Maine's Family Medical Leave Requirements (26 MRSA § 843 et seq.) contain many limitations and qualifications for entitlement and governance of FMLA leave not stated in these policies. The terms of the FMLA, the FMLA federal regulations, and the Maine Family Medical Leave Requirements are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

Article 10- Disciplinary

Section 1: A Chief Officer shall not discipline any employee who has satisfactorily completed the probationary period, without just cause. In all cases which could result in the suspension or discharge of said employee, the Town will notify the employee of the alleged charges in writing and also offer a pre-determination meeting to provide the employee the opportunity to respond to the charges.

- a) A Chief Officer agrees that, in general, it will follow the principle of progressive discipline for minor offenses. For such minor offenses, the Town shall normally give an oral warning followed by a written warning for subsequent occurrence (s) before administering a suspension and/or discharge. A written record or copy of any such action taken shall be provided to the affected employee and the Union.
- b) Oral warnings shall not remain in effect for a period longer than twelve (12) months, provided that no further discipline had been administered. Similarly, there must be thirty-six (36) consecutive months without further disciplinary action to remove a written warning from an employee's personnel file and five (5) consecutive years without further disciplinary action to remove a suspension from the file.

Article 11- Working hours

Section 1: The work schedule will be a 24 hour shift, being made up of 24 hours on, 24 hours off, 24 hours on, 5 days off. This will have an average of 48 hours a pay week allowing for 6 hours a week in training or similar required matters to be at straight time pay on an eight week cycle as allowed by FLSA..

Section 2: **OVERTIME**

On the occasions when overtime is given out to personnel, it will be done on a rotating seniority list of all eligible personnel for position being filled. For purpose of overtime any time that is spent on an extended shift during a call shall be considered overtime as well as any time designated or agreed to by the Chief.

Article 12- Wages

Section 1: Wages will remain unchanged from the current pay scale set forth by the Town for the first year of this current agreement. Both the Town and the Union agree to meet in the early spring of year 2 of this agreement to discuss wages for the second year of this agreement.

Article 13- Working Conditions

Section 1: To the extent they are not superseded by the provisions of this agreement, the personnel rules of the Town and the rules and regulations of the Fire Department shall continue to apply to all employees covered by this agreement.

Article 14- Health, Dental, and Life Insurance

Section 1: Employees will be eligible to participate in the Town's health, dental, and life group insurance programs. The Town will pay 100% of the cost of individual health insurance coverage. Family health insurance coverage will be paid at a rate of 85% Town, 15% Employee match for eligible employees.

Section 2: Employees eligible to receive family health care benefits but electing not to take advantage of this employee benefit will be eligible to receive one-half the cash value (up to a dollar value of \$3,454 family or \$2,413 two person) of the difference in cost between family plan and single subscriber plan. This benefit will be paid in the form of an increased retirement contribution to qualified programs outlined in this policy or utilized towards the cost of Town sponsored life insurance premiums. In order to take advantage of this benefit, eligible employees are required to show evidence that their

spouse and/or family is insured under another family health care benefit plan. Program eligibility will be determined annually and governed by eligibility requirements of the current health care plan. 50% added retirement benefit eligibility will be denied to non-custodial parents who are not legally required to provide health and/or dental insurance for their child(ren) (6/17/03)

Article 15-Retirement

Section 1: The Town agrees to explore and consider the Maine Public Employees Retirement System. (MPERS). The Town agrees to consider the MPERS Special Benefit Plan 2-N and will allow eligible employees of the Fire Department who elect to participate in this plan to do so should both parties agree to participate. Both the Town and the Union agree that the Town has no retroactive obligations related to its participation in this special benefit plan and that the Town's cost shall not exceed five (5) percent. Employees who elect to participate in MPERS shall no longer be eligible for a five percent match in the Town's 457 plan.

Article 16- Duration

- Section 1: This contract shall be effective from July 1, 2010 through June 30, 2013.
- Section 2: The execution of this contract shall serve as the required one hundred twenty(120) day notice to negotiate a successor agreement. In order to effectuate the negotiation of a successor agreement in a timely fashion, the parties shall meet to agree upon ground rules and exchange initial proposals not later than the first full week of _____ in _____.
- Section 3: In the event that collective bargaining pursuant to M.R.S.A. title 26 shall not have been successfully completed prior to the expiration date of this contract, the parties hereto specifically agree that the present contract shall remain in full force and effect until a successor agreement has been negotiated and ratified.
- Section 4: In recognition of their ratification of this contract, the parties have caused their names to be subscribed by their duly authorized representatives as of the dates written below.

Date: _____

Date: _____

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 4095, AFL-CIO-CLC
TOWN OF RAYMOND

Union Representative

Town Manager



TOWN OF RAYMOND, MAINE Personnel Policy

Adopted February 4, 1997
Amended March 4, 1997
December 1, 1998
August 1, 2000
November 20, 2001
December 3, 2002
June 17, 2003
December 20, 2005
January 16, 2007

ARTICLE I - PREAMBLE

- A. The Board of Selectmen hereby adopts the following Policy for utilization by the Town of Raymond in the administration of the personnel activities of the employees of the Town of Raymond. These rules and subsequent modification shall supersede any policy and rules made previously by the Board of Selectmen.
- B. The Town, through its Board of Selectmen, may delete, amend, modify or change any or all of the provisions contained in this Policy without prior notice. The provisions set forth are not contractual, but rather, are for the general guidance of the Town in its relationship with its employees.
- C. The Town Manager shall be responsible for the implementation of this policy.

ARTICLE II - EMPLOYMENT

- A. The employment of all personnel shall be the responsibility of the Town Manager.
- B. The employment of the Town Manager shall be the responsibility of the Board of Selectmen.
- C. All applicants for employment must submit a written application for employment on forms approved and provided by the Town Manager. Any willful and material misrepresentation of fact on an application shall be grounds for disciplinary procedures and/or termination and dismissal upon discovery of such misrepresentation.
- D. All other factors being equal, residents of Raymond will be given preference for employment opportunities.

- E. Present Town employees, who apply for employment, shall be given first consideration in filling a vacancy, but it is recognized that the good of the Town may require a vacancy be filled outside the ranks of Town employees from outside of the community.
- F. Applications for employment will be reviewed by the Department Head and the Town Manager. Written, oral and/or physical testing may be required of applicants who have received conditional offers of employment, in conformance with the requirements of the Americans with Disabilities Act. Appointments will be made by the Town Manager and subject to confirmation by the Board of Selectmen when required by statute.
- G. All employees are considered probationary for the first six (6) months of employment. The probationary period shall be considered an extension of the selection process. Probationary employees may be removed at any time during the probationary period without cause and without right to file a grievance.
- H. Prior to the completion of the probationary period, the employee will receive a formal written evaluation from his/her immediate supervisor and/or the Town Manager. A favorable evaluation will result in the employee being transferred to permanent status.
- I. Employees will be given an annual written evaluation by their immediate supervisor and/or the Town Manager. Such evaluation will be considered when salary, promotions, discipline or any other personnel action is proposed.

ARTICLE III - EQUAL OPPORTUNITY EMPLOYER

The policy of the Town of Raymond is to provide equal opportunity to all employees and applicants without regard to religion, age, sex, marital status, race, color, ancestry, national origin, physical or mental handicap, except as a bona fide occupational qualification.

ARTICLE IV - TYPES OF APPOINTMENTS

The following types of appointments may be made to the Town's service in conformity with the rules established.

- A. **Full Time.** A full time employee works full time (a minimum of thirty two hours per week) and on a continuing and indefinite basis. Most full time employees will be expected to work between 35 and 40 hours per week and will be subjected to additional hours on an as needed basis. He/she is subject to all personnel rules and regulations and receives all benefits and rights as provided by these rules.
- B. **Regular Part Time.** An employee in this classification works less than a full work week (less than 32 hours per week), but on a continuing and indefinite basis. He/she is subject to all personnel rules and regulations. Vacation, sick leave and holiday benefits shall be in proportion to the hours worked.
- C. **On Call Part Time Employees.** An employee in this classification works less than a full work week (less than 32 hours per week), and only works when called upon. They are not entitled to benefits such as retirement, health insurance, holiday pay, accrual of sick leave and vacation time.
- D. **Stipend / Part Time Employees.** An employee in this classification works less than a full work week (less than 32 hours per week), and works enough hours to perform the duties required of him/her and is paid an annual fixed salary. They are not entitled to

benefits such as retirement, health insurance, holiday pay, accrual of sick leave and vacation time.

- E. **Temporary Employees.** Temporary employees work on a non-permanent basis, usually within a limited time frame such as seasonal positions. They are not entitled to benefits such as retirement, health insurance, holiday pay, accrual of sick leave and vacation time or seniority, and may be terminated for any reason at any time.
- F. **Special Appointees.** Official positions filled by appointment of the Town Manager and/or Board of Selectmen, but not considered employees for purposes of compensation or benefits.
- G. **Other Classifications.** The Town through its Selectmen and/or Town Manager may, from time to time, by appointment fill other posts and positions, either by voluntary service on certain town boards and committees (such as Planning Board, Board of Appeals, Conservation Commission), by contract or fee for services (such as engineer, auditor, town attorney) and similar. These categories of service are not considered “employment” within the meaning of this policy. Those persons are not entitled to benefits such as retirement, health insurance, holiday pay, accrual of sick leave and vacation time or seniority, and shall serve at the pleasure of the Selectmen and/or Town Manager or, where appropriate, within the limited terms and conditions of any special appointment they may have received, and may be terminated for any reason at any time, except as otherwise provided by law.
- H. **Job Descriptions.** From time to time the Town Manager (and/or Selectmen where permitted by statute) shall develop, and as appropriate, modify and amend job descriptions for all of the above referenced employees, which shall then be appended hereto as Appendix A and made a part hereof by reference.
- I. **Organization and Status of Municipal Employees.** Appended hereto as Appendix B and made a part hereof by reference.

ARTICLE V - PUBLIC AND EMPLOYEE RELATIONS

- A. Town employees are prohibited from engaging in any conduct, including outside business activity, which could reflect unfavorably upon the Town or disrupt the efficient operation of the administration of the Town. Town employees must avoid any action which might result in or create the impression of using public employment for private gain, giving preferential treatment to any person, losing complete impartiality in conducting Town business, or abandoning commitment to or pursuit of the goals and policy objectives of the Town.
- B. Cooperation of all employees is essential to efficiency. Raymond citizens are entitled to the best service we can give them. Cooperation, courtesy and responsibility are the key elements of good service.
- C. These policies and regulations are provided to assist the employees and Town administration in functioning at peak efficiency with minimal cost to the taxpayers.
 - 1. **Receipt of gifts.** A town employee is prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loans, outside business inducement or any other item of monetary value from any person, within or outside Town

employment, whose interests may be affected by the employee's performance or nonperformance of his/her official duties.

Acceptance of nominal gifts, such as food and refreshment in the ordinary course of business meetings, or unsolicited advertising or promotional materials such as pens, note pads, calendars, etc., is permitted.

2. **Business Activities and Solicitations.** No employee shall engage in any business other than his/her regular duties during work hours. Employees working for the Town of Raymond are expected to be available for work, as needed. The Town does not prohibit the undertaking of additional employment or outside business activities, so long as such employment is approved in advance and in writing by the Town Manager and such activities do not interfere with the duties of Town employment, conflict with or undermine the established policies of the Town, or compete with Town programs including Town programs for which a user fee or similar is charged.
3. **Confidentiality.** Many Town employees have access to confidential information pertaining to persons or property in the town. Employees must not use this privileged information to their private advantage or to provide friends or acquaintances with private advantages. Each employee is charged with the responsibility of releasing only information which is required under the "Right to Know" law, 1 MRSA Sections 401-410.

ARTICLE VI - WORK WEEK - OVERTIME

- A. The regular work week for payroll purposes begins on Monday and ends on Sunday. The actual hours for Town employees shall be set by the Town Manager.
- B. Work hours for all employees will be scheduled by the employee's immediate supervisor.
- C. Exempt employees will be expected to work as many hours as necessary to fulfill the duties of their position but in no case less than 35 hours per week.
- D. Employees not exempt from the Fair Labor Standards Act shall receive overtime pay after forty hours of actual work per week. All overtime shall be paid at the rate of one and one-half times the employee's normal rate of pay. At the discretion of the Town Manager, overtime may be compensated with compensatory time for hours worked beyond forty hours in a work week. Such compensatory time shall be granted on a time and one-half basis for hours worked beyond forty hours in a work week.

ARTICLE VII - ATTENDANCE

Employees shall be at their respective places of work at the appointed starting time. It is the responsibility of employees who may be absent from work to see that their immediate supervisor is advised of the reason for such absence, not previously arranged for, if possible, within two (2) hours of the beginning of the starting time of his/her work day.

ARTICLE VIII - HOLIDAY

- A. Subject to these rules, the following holidays shall be paid holidays for regular full time Town employees: New Years Day; Martin Luther King's Birthday; Presidents Day; Patriots Day; Memorial Day; July Fourth; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving Day; Christmas; and one personal holiday.

While not paid holidays, the Town Office will be closed on the Saturday of Labor Day weekend, the Saturday of Presidents Day weekend, the Saturday following Thanksgiving and Saturdays when Christmas and New Years Day falls on a Friday or Sunday.

- B. Holiday privileges are available to full time and regular part time employees.
- C. If a regular holiday falls on a Sunday, the following Monday is considered a holiday.
- D. A person on a leave of absence without pay shall not be entitled to holiday pay.
- E. When occasion warrants, employees may be required to work on a holiday. Employees working on a holiday shall receive time and a quarter pay for time actually worked plus the applicable holiday pay. If the holiday also represents an overtime shift, the employee shall be paid time and three quarters for time actually worked plus the applicable holiday pay. (12/20/2005)
- F. Exempt employees will receive a normal day's pay (not to exceed 8 hours) for the holiday at their regular rate of pay for hours normally worked (holiday benefit not to exceed 8 hours regardless of whether a normal day consists of more than 8 working hours).
- G. Employees not scheduled to work on a holiday will have the option of rescheduling the holiday at a later date. Any in-lieu of holiday time will be scheduled and approved by the employee's immediate supervisor and/or the Town Manager.

ARTICLE IX - VACATION

- A. Vacation privileges are available to full time and regular part time employees subject to the following conditions. Each full time employee shall earn vacation with pay on the following basis: Vacation pay will accrue at the rate of 1 day per month employed for the first 3 years; 1 ¼ days per month worked after 3 years; 1 ½ days per month worked after 10 years; and 1 ¾ day per month worked after 15 years. Earned vacation benefits will be based on normal day's hours not to exceed 8 hours, regardless of whether a normal working day consists more than 8 hours.
- B. Vacations will be scheduled at such time or times as shall be mutually agreeable to the employees and their supervisors. Due consideration will be given to an employee's seniority in regard to scheduling vacations.
- C. Vacation time will be allowed to accumulate to a maximum of 152 hours and will be paid to employees retiring, resigning voluntarily, or through other means of separation.
- D. Vacation time will not be approved for periods of more than two weeks, except in an emergency situation not of the employee's making. All exception must be approved by the Town Manager.
- E. Vacation leave shall accrue from the date of hire; however, employees shall not use vacation benefits until they have completed their first 6 months of employment.
- F. Employees may receive their vacation pay prior to the start of their vacation, but must advise the town Treasurer in writing, at least ten (10) days in advance.

ARTICLE X - SICK LEAVE

- A. Sick leave may be used for personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position unless the employee is capable of other work and assigned to such other work; or for personal medical or dental appointments; or to care for members of his/her immediate family affected by serious illness.
- B. Sick leave accrual for full-time employees shall accrue at the rate of one work day, not to exceed 8 hours, for each full calendar month of service to a maximum of sixty (60) working days or 480 hours. For the purpose of this section, the first month of an employee's service shall be counted as a full month if employment begins on or before the 15th day of the month.
- C. Full-time employees shall be eligible to use sick leave after thirty (30) days of service with the Town.
- D. The employee must work thirteen (13) or more full work days in that month to earn sick leave for that month.
- E. Sick leave shall not be considered as an entitlement which an employee may use at his/her discretion, but shall be allowed for the necessity arising from actual sickness or disability of the employee. After using three successive days of sick leave, the employee shall furnish the Town with a certificate from his/her attending physician.
- F. Absences for a part of a day that are chargeable to sick leave shall be charged proportionately in an amount not smaller than one-half (1/2) day.
- G. Sick leave usage shall be recorded regularly by the Town Treasurer. The Town Manager shall review all sick leave records periodically and shall investigate any cases which indicate abuse of the privilege. Abuse of sick leave privilege shall be cause for discipline. Sick leave shall under no circumstances be bought back.
- H. The department head shall be notified as close to the start of the work shift as possible.
- I. Employees shall be expected to call on each day of absence. Failure to report shall be justification for disallowing sick leave for that day.
- J. Sick leave will not be used to extend vacation time or create holiday weekends.
- K. An employee may use up to 5 sick leave days per year to care for a member of his/her immediate family.
- L. An employee may donate up to 40 sick hours of sick leave per year to a sick leave bank to be used as needed for major illness of any contributor. An employee must donate to the program by June 30th in order to be eligible during the following fiscal year.
- M. Upon an employee's separation in good standing status with the Town, the employee shall be paid up to 1/2 of all accumulated sick leave. In no case shall the employee be paid more than 240 hours of pay.

ARTICLE XI - LEAVES OF ABSENCE

- A. **Bereavement Leave.** An employee may be excused from work for up to three (3) work days because of death in his/her immediate family, as outlined below, and shall be paid his/her regular rate of pay for scheduled work hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. For purposes of this article only, immediate family is defined to mean spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, and grandchildren. One (1) work day may be granted to employees at the sole discretion of the Town Manager for attendance at funerals of persons not covered under the above definition.
- B. **Leave Without Pay.** An employee may be granted a leave of absence without pay, granted by and at the discretion of the Town Manager, for a period deemed necessary by the employee for the purpose of the leave, but not in excess of sixty (60) calendar days. The employee is expected to return to work upon the expiration of a granted leave or to have arranged an extension of a leave, granted at the discretion of the Town Manager. Continued absence without having arranged for an extension of leave may be deemed a resignation from the service. Employees may choose to continue health benefits for the duration of the leave by assuming the employer contribution. Vacation and sick leave will not continue to accrue during the leave.

ARTICLE XII - JURY DUTY

The Town shall pay to an employee called for jury duty, for a period of up to 4 weeks, the difference between his/her regular pay and juror’s pay provided the employee presents an official statement of jury pay received.

**ARTICLE XIII - ARMED FORCES AND NATIONAL GUARD
ACTIVE AND CALL UP DUTY**

The Town shall pay to any regular full time employee his/her regular pay during any annual activity requirement not to exceed two weeks’ total per year.

ARTICLE XIV - RETIREMENT

- A. All town employees will participate in and contribute to Social Security.
- B. All employees will be eligible to participate in the ICMA Retirement Corporation Deferred Compensation Program. Full-time employees contribution will be matched by the Town based on the following table:

Years of Employment	Employer Match of Gross Wages
During 0 – 6 months	0%
During 6 months – 1 year	1%
During year 2	2%
During year 3	3%
During year 4	4%
During and after year 5	5% (maximum rate)

ARTICLE XV - WORKERS COMPENSATION

All Town employees are covered by Worker's Compensation Insurance. All injuries, no matter how minor, occurring during the working hours must be reported to the Employee's immediate supervisor and a written report must be made as soon as possible.

ARTICLE XVI – HEALTH, DENTAL, AND LIFE INSURANCE

Employees will be eligible to participate in the Town's health, dental, and life group insurance programs. The Town will pay 100% of the cost of individual health insurance coverage. Family health insurance coverage will be paid at a rate of 85% Town, 15% Employee match for eligible employees. Employees eligible to receive this benefit need to work 32 or more hours per average week. All other employees who average greater than 16 hours per week for the previous year will be allowed to participate in either program at their own cost.

Employees eligible to receive family health care benefits but electing not to take advantage of this employee benefit will be eligible to receive one-half the cash value (up to a dollar value of \$3,454 family or \$2,413 two person) of the difference in cost between the family plan and the single subscriber plan. This benefit will be paid in the form of an increased retirement contribution to qualified programs outlined in this policy or utilized toward the cost of Town sponsored life insurance premiums. In order to take advantage of this benefit, eligible employees are required to show evidence that their spouse and/or family is insured under another family health care benefit plan. Program eligibility will be determined annually and governed by eligibility requirements of the current health care plan. 50% added retirement benefit eligibility will be denied to non-custodial parents who are not legally required to provide health and /or dental insurance for their child(ren) (6/17/03).

ARTICLE XVII - DISCIPLINARY PROCEEDINGS

- A. **PURPOSE.** All Town employees are expected to maintain a high degree of professionalism, responsibility and loyalty and adherence to the duly adopted programs and policies of the Town. Employees who fail to maintain these standards, or who fail to comply with the provision of this Personnel Policy, may be subject to discipline and, in cases of substantial or repeated failure to adhere to these standards or the provisions of this Personnel Manual, discharge.
- B. **CATEGORIES.** The following categories of disciplinary proceedings shall apply to all employees.
 - 1. **Verbal warning.** Normally intended to point out to an employee relatively minor or isolated instances of unsatisfactory job performance which, if repeated or continued, might lead to a more serious level of discipline.
 - 2. **Verbal reprimand.** Normally intended to point out to an employee a relatively serious breach of job performance standards which, if repeated, shall lead to a more serious level of discipline.
 - 3. **Written warning or reprimand.** Intended as a formal record of repeated unsatisfactory job performance (warning) which if continued is likely to result in jeopardy to the employee's prospects for advancement, pay increase or continued employment; or as a formal record of serious breach of duty or failure to meet job performance standards (reprimand) which if repeated will result in jeopardy to the employee's advancement, pay increase or continued employment.

4. **Suspension.** Suspension from employment, which may be with or without pay depending on the circumstances, shall be utilized only in those cases involving significant and serious breach of duty or standards by an employee, where active employment by the employee should not continue until such time as the Town Manager is satisfied that the recurrence of such breach is unlikely, or until such time as the Town Manager is able to conduct an investigation into the action(s) meriting discipline.
5. **Discharge from Employment.** When discharge from employment is recommended by a supervisor or department head and/or considered by the Town Manager the employee involved shall be entitled to a pre-termination hearing before a panel consisting of his or her supervisor and/or department head and the Town Manager. The hearing shall be informal, with the purpose of informing the employee, either in writing or orally, of the charges against the employee which may merit discharge, an explanation of the grounds for discipline including discharge, and an opportunity for the employee to provide additional information including any matters in extenuation and mitigation. That panel shall issue a written decision promptly, with a copy to the employee. The decision might be discharge, lesser discipline or no discipline.
6. **Appeal of Disciplinary Action.** An employee shall have the right to appeal any disciplinary action taken against him or her to the Board of Selectmen. Such appeal will be given in writing to the Town Manager. The employee making an appeal shall have seven (7) days to submit an appeal after having received notice of disciplinary action against him or her. Once an appeal is received, the Board of Selectmen shall schedule a hearing within thirty (30) days to consider such appeal. At the time of any review by the Board of Selectmen the employee shall have the right to be present, to be represented by counsel, may call witnesses and present any reasonably relevant evidence in his or her behalf. The Town Manager shall also have the right to be present, may call witnesses and present any reasonably relevant evidence supporting the disciplinary action taken against the employee. The Board of Selectmen shall issue a written decision on the basis of their review, within thirty (30) days thereafter. In the event the Board of Selectmen fail to issue a decision thirty (30) days, the appeal will be considered denied. In the event the Selectmen are prevented from conducting the review in an impartial manner because they actively participated in the investigation of the charges, participated in the pre-termination hearing, or have had repeated substantive disputes or employment disagreements with the employee which predate the allegations underlying the discharge or recommended discharge, then the review of discharge or recommended discharge shall be conducted by an independent, impartial hearing officer to be engaged and paid for by the Town.
7. All disciplinary proceedings and action toward the Town Manager shall be pursuant to 30A M.R.S.A. ss 2633, except as provided by contract.

30A M.R.S.A. ss 2633, paragraph 3, reads as follows:

The Selectmen shall remove or suspend the town manager for cause in accordance with the following procedures.

- A. The Selectmen shall file a written preliminary resolution with the town clerk stating the specific reasons for the proposed removal. A copy of that resolution shall be delivered to the manager within 10 days of filing.

- B. Within 20 days of receiving the resolution, the manager may reply in writing and request a public hearing.
- C. Upon request of a public hearing, the selectmen shall hold one at least 10 days but not more than 30 days after the request is filed.
- D. After the public hearing or at the expiration of the time permitted the manager to request the public hearing, if no such request is made, the selectmen may adopt or reject the resolution of removal.
- E. The selectmen may suspend the manager from duty in the preliminary resolution, but the manager's salary may not be affected until the final resolution of removal has been adopted.

C. EMPLOYEE PERSONNEL RECORDS. Verbal disciplinary proceedings shall not become a formal part of an employee's personnel record. They shall be noted in an employee's file and may be taken into consideration on such issues as advancement and pay. All references in the file to verbal disciplinary proceedings shall be removed upon the employee's voluntary withdrawal from employment or after one year without a recurrence of the behavior which was subject to the verbal proceedings, whichever occurs first. Written disciplinary proceedings become a formal part of the employee's personnel record and shall be taken into consideration of such issues as advancement and pay. Records of written warnings or reprimands shall be removed from the file after two years without a recurrence of the behavior in question. Records of suspension shall be removed after three years in the same way, unless any investigation concluded earlier exonerates the employee, in which case such record shall be removed upon exoneration.

ARTICLE XVIII - GRIEVANCE PROCEDURES

Should an employee feel aggrieved concerning the interpretation, meaning, or application of any provisions of the Town's personnel rules, regulations and policies, he/she shall submit the details of such grievance in writing to his or her immediate supervisor or the Town Manager. Within fourteen (14) calendar days thereafter, the supervisor or Town Manager shall meet with the employee and others designated by them for the purpose of discussing the grievance. In all case the decision of the Town Manager shall be final.

ARTICLE XIX - POLITICAL ACTIVITY

While performing their normal work duties while on duty, employees shall refrain from seeking or accepting nomination or election to any office in the Town government, and from using their influence publicly in any way for or against any candidate for elective office in the Town government. This rule is not to be construed to prevent Town employees from becoming, or continuing to be, members of any political organization, from attending political meetings, from expressing their views on political matters, holding a political office, running for political office or from voting with complete freedom in any election.

ARTICLE XX - RESIGNATION

- A. Sufficient notice** - To resign in good standing, employees shall submit resignations in writing at least ten (10) working days in advance of the effective date of their resignation.
- B. Quitting without sufficient notice** - Any employee who quits without sufficient notice shall lose all rights and benefits granted by this policy.

ARTICLE XXI – EMPLOYEE REFERENCES

The Town of Raymond shall not provide employment references. Information provided to perspective employers of former Raymond employees will be limited to dates of employment, and any other information that the town is legally required to provide under Maine's Right to Know law. This information will be provided by the town manager or a designated employee only.

ARTICLE XXII - DRUGS AND ALCOHOL IN THE WORKPLACE

The Town of Raymond is committed to provide a safe, efficient and productive work environment. In keeping with this commitment, the Town has a strict policy regarding the inappropriate use and possession of drugs, alcohol and controlled substances. Accordingly, the Town requires all employees to report for work fit to perform their jobs and prohibits the use or possession of alcohol or illegal drugs at any time on Town premises whether on or off duty. All employees must adhere to the rules stated in this policy.

A. The following are strictly prohibited by the Town:

1. Possession or use of alcohol, or being under the influence of alcohol while on the job, on Town property, or while on-call status.
2. Driving a vehicle or operating equipment owned or leased by the Town, while under the influence of, or impaired by alcohol, illegal/controlled substances, or prescription drugs which warn against such activity.
3. Distribution, sale or purchase of an illegal or controlled substance on the job or on Town property.
4. Possession or use of an illegal, or controlled substance, or being under the influence of any illegal or controlled substance, while on the job on Town property, or while on-call status.

In addition, no employee may remain on duty or on on-call status while under the influence or impaired by any illegal drug or alcohol. For purposes of this policy, a drug will be considered an “illegal drug” if its use is prohibited or restricted by law. It is also a violation of this policy if any employee improperly uses or possesses an “illegal act or whether the employee is criminally prosecuted and/or convicted for such conduct.

An employee’s conviction on a charge of illegal sale or possession of any controlled substance while off Town property will not be tolerated because such conduct, even though off duty, reflects adversely on the Town.

B. Disciplinary Action

Violations of the above rules and standards of conduct will not be tolerated and will subject the employee to discipline up to and including discharge. The Town also reserves the right to bring the matter to the attention of appropriate law enforcement authorities.

C. Searches

In order to enforce this policy, the Town reserves the right to conduct searches on Town property, and to adopt other measures reasonably necessary to deter and detect violations of

this policy. An employee's refusal to consent to a search may result in disciplinary action, up to and including termination.

D. Legal Drugs

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

E. Drug and alcohol treatment / rehabilitation

The Town encourages employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. The Town is not obligated, however, to continue to employ any person whose job performance is impaired because of current drug or alcohol use, nor is the town obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of current drug or alcohol use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not be given a second opportunity to seek treatment and/or rehabilitation. In order to be considered for re-employment, an employee must present proof of successful completion in a treatment and/or rehabilitation program.

Rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency. Drug and alcohol abuse rehabilitation and assistance programs are available through the Town's medical insurance program. Employees with drug or alcohol abuse problems are strongly encouraged to participate in these programs.

ARTICLE XXIII - POLICY ON HARASSMENT

It is the policy of the Town that all our employees should be able to work in an environment free from all forms of harassment. Harassment, both sexual and verbal, is illegal and prohibited. This policy will be vigorously enforced; the policy applies not only to supervisor-subordinate actions but also to actions between co-workers. Any complaints of harassment will be investigated promptly. There will be no intimidation, discrimination or retaliation against any employee who makes a report of harassment.

Derogatory or vulgar comments regarding a person's sex, religion, age, ethnic origins, physical appearance, or the distribution of written or graphic material having such an effect, are prohibited. Any employee who believes he or she has been the subject of such harassment should report the alleged conduct to the Town Manager or other appropriate management. Management is any department head. In the Fire/Rescue Department, management shall include the Fire Chief and Deputy Fire Chiefs. Any supervisor or employee who is found, after appropriate investigation, to have engaged in any harassment will be subject to discipline, including discharge.

ARTICLE XXIV - SEXUAL HARASSMENT POLICY

It is the policy of the Town of Raymond that all employees have the right to work in an environment free of discrimination which includes freedom from sexual harassment. The Town of Raymond will not accept any form of sexual harassment by supervisors, co-workers, customers or suppliers. This policy is intended to prohibit offensive conduct, either physical or verbal, that threatens human dignity and employee morale, and which interferes with a positive and productive work environment.

Sexual harassment is illegal and, as outlined in the EEOC Sexual Discrimination Guidelines and the Maine Human Rights Act, includes:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (ii) submission to or rejection of such by an individual is used as the basis for employment decisions affecting such individual, (iii) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

The following examples are common types of conduct that may constitute sexual harassment:

- slurs, jokes or degrading comments of a sexual nature;
- unwelcome sexual advances;
- suggestive or lewd remarks;
- unwelcome hugging, touching or kissing;
- requests for sexual favors;
- repeated offensive sexual flirtation or propositions;
- the display of sexually suggestive pictures or objects; and
- repeated unwelcome physical contact or touching such as patting, pinching or constant brushing against another body.

Consistent with the above guidelines, this policy prohibits any overt or subtle pressure for sexual favors including implying or threatening that an applicant's or employee's cooperation of a sexual nature (or lack thereof) will have any effect on the person's employment, job assignment, wage, promotion, or any other condition of employment or future job opportunities. This policy also prohibits any conduct which would tend to create an intimidating, hostile or offensive work environment.

Managers and supervisors are responsible for monitoring conduct which can be construed to be harassment and for initiating necessary action to eliminate such behavior. Any employee who feels that he or she is the victim of sexual harassment should immediately report the matter to his or her supervisor or, if the employee would prefer, to the Town Manager or any member of the Board of Selectmen. *(Note: Department Heads shall be considered managers or supervisors. In the Fire/Rescue Department, management shall include the Fire Chief and Deputy Fire Chiefs. No other officers or supervisors in the Fire /Rescue Department are to receive reports of harassment.)*

The Town of Raymond will immediately investigate any complaints of sexual harassment and, where warranted, take disciplinary action against any employee engaging in sexual harassment. Depending on the circumstances, such disciplinary action may include suspension or termination of employment.

Any questions regarding this policy should be addressed to the Town Manager or the Selectmen. Any employee, who believes that he or she has been a victim of sexual harassment, or who has knowledge of that kind of behavior, is urged to report such conduct immediately. No employee will be retaliated against for complaining about sexual harassment.