

Readfield Select Board
May 8, 2023, Meeting Agenda
Select Board Meeting starts: 5.30 PM
Select Board Meeting ends (unless extended) at 7:30 PM

Meeting duration and agenda item times are estimates and may be extended

Pledge of Allegiance

Regular Meeting Items - 5 min.

23-113 - Minutes: Select Board meeting minutes of April 24, 2023.

23-114 - Warrants: #43-44

Communications - 15 min.

Select Board communications. - 5 min.

Staff communication - 5 min.

- Town Manager Report

Public Communication - Members of the public may address the Select Board - 5 min.

Old Business - 10 min.

23-077 - Approval and signing of official Town Meeting Warrant, and review of the mailer - 10 min.

Public Hearing - 60 minutes

The Select Board will hold a public hearing to discuss the Church Rd. Sidewalk proposal following a presentation by Gorrill-Palmer Engineers.

Public Hearing - 15 min.

The Select Board will hold a public Hearing to discuss a new liquor license application for the Readfield Emporium.

New Business - 10 min.

23-115 - Consider a new liquor license application for the Readfield Emporium - 5 min.

23-116 - Consider a revised AFSCME 93 Local 2011-00 Collective Bargaining Agreement - 5 min.

Other Business, Upcoming Meetings, and Future Agenda Items - 5 min.

Adjournment

This meeting will be held in-person at the Town Office
Participate via Zoom at: <https://us02web.zoom.us/j/88149608367> or
Call-in at +1 (929) 436-2866 and enter meeting ID: 881 4960 8367 and passcode: 781405

REGULAR MEETING

- **MINUTES**
- **WARRANTS**

**Readfield Select Board
Regular Meeting Minutes – April 24, 2023 – unapproved**

Select Board Members Present: Dennis Price (Chair), Kathryn Woodsum, Sean Keegan, Steve DeAngelis, Carol Doorenbos

Excused Absent:

Others Attending: Eric Dyer (Town Manager), Anjelica Pittman (Board Secretary), Per Garder, John Knox, Stephanie Rioux, Grace Keene, Allen Curtis

Pledge of Allegiance

Regular Meeting Items – 5 min.

23-108 – Minutes: Select Board Meeting Minutes of April 10, 2023.

- **Motion** made by Kathryn to approve with a couple of grammatical corrections, **seconded** by Sean, **vote 5-0** in favor

23-109 – Warrants #41-42

- **Motion** made by Sean to approve warrants 41 & 42, **seconded** by Carol, **vote 5-0** in favor

Communications – 25 min.

Select Board Communications – 5 min.

- Carol – Electric car – is there any monthly or annual fees being paid for the car? Eric – no, opportunity to buy lease in a year or so but no recurring fee currently. Small fee for the electricity. Would be a Select Board decision to buy it out when the time comes.
- Dennis – Heritage days first meeting last Sunday, REPA will be a part of the celebration this year, next meeting is Sunday May 21st. Will begin building schedule events. Can find out more by following Heritage Days Facebook page.

Town Manager Communication – 5 min.

- Welcome Lucas Hoddwells and welcome back Chris Cassiani
- Brush grinding and tree cutting going on to help preserve the road and suppress vegetation to make the road safer. May look a bit rough now but will improve as months go on.

Boards, Committees, Commissions, & Departments – 5 min.

- Board and Committee Minutes (listed separately)

Public Communications – Members of the public may address the Select Board - 5 min.

- None

Appointments, Reappointments, and Resignations – 5 min.

23-110 – Consider the appointment of Per Garder to the Road Committee

- **Motion** made by Kathryn **seconded** by Steve effective tonight through June 30, 2025

Readfield Select Board
Regular Meeting Minutes – April 24, 2023 – unapproved

Old Business – 15 min.

23-021 – Consider additional pavement grinding work and a contract amendment for Church Road – 15 min.

- In reviewing the project there is a bigger need for reclamation than anticipated. There also needs to be expanded. Discussed with Road Committee, decided to fix the road before resurfacing. Could break it up over a few years or do it with the current project, the Road Committee agrees that it would be best to complete sooner than later due to the frequent use of the road. Additional grinding from Poole Road to Fogg Road needed in the estimated amount of \$118, 227.50. Asphalt prices have gone down so there will be some savings there as well as not needing a shim for the road. There is money in reserves for roads that can be used toward this, with money remaining for future projects. The board also discussed the meeting schedule for the Church Road sidewalk with the Board, Church Road residents and Public Meeting. Projecting a double meeting with the Select Board and then the Public Meeting with Church Road residents May 8, 2023 beginning at 5:30PM, with another Public Hearing for the general public following.
- **Motion** made by Sean to approve the additional base reclamation on Church Road from Poole Road to Fogg Road as well as the base asphalt from the Fairgrounds to Fogg Road in the current scope of work with Pike **seconded** Kathryn, **vote 5-0** in favor

New Business – 10 min.

23-111 – Discuss and Plan for the Annual Roadside Cleanup Day – 5 min.

- Official cleanup day is Saturday May 13, 2023. Equipment and items will be available at the transfer station like grabbers, vests, gloves, bags, etc. Equipment and supplies available through the month of May. Readfield website will have a sign up platform for residents to sign up.

23-112 – Consider a Special Event Liquor License for Kents Hill School – 5 min.

- Kathryn thanked Emily Beliveau for a complete and clear application, Carol **motioned** to approve a Liquor License for Kents Hill School reunion event on June 9 & 10, **seconded** by Steve **vote 5-0**
- **Motion** made by Kathryn to enter into executive session to discuss a labor negotiations matter, specifically the AFSCME 93 Local 2011-00 Contract renewal, pursuant to 1 MRSA, Section 405, subsection 6(D) invite the town manager to attend, and state we will have no further business following the Executive Session. **Seconded** by Sean, **vote 5-0** in favor.

Executive Session – 30 min.

The Select Board will hold an Executive Session to discuss a labor negotiations matter, specifically the AFSCME 93 Local 2011-00 Contract renewal, pursuant to 1 MRSA, Section 405, subsection 6(D).

Adjournment

Minutes submitted by Anjelica Pittman, Board Secretary

April 24, 2023 Warrant Summary

Warrant #:	Journal #:	Amount	Warrant Type:	SB Reviewer:	Signatures Required:	Approval Date:
43	449	\$ 31,660.75	Warrant	K Woodsum	Three	4/24/2023
A	449	\$ 4,956.00	State Fees	K Woodsum	One	4/13/2023
B		\$ -	State Fees		One	
44	455	\$ 22,726.24	Payroll	K Woodsum	One	4/24/2023
SUM		\$ 54,386.99				

Indicates public review is required following prior approval
 Indicates public review and approval are both required

Treasurer's Warrant

Warrant #43& 44

\$54,386.99

Dates: 4/27/2023

To the Treasurer of Readfield:

This is to certify that there is due and chargeable to the accounts listed below the sums indicated, and you are directed to pay the amounts listed to the payees named herein.

Payee EMPLOYEES	Account Payroll	Amount \$22,726.24	Check #'s 72452-72464 172452-172467
VARIOUS VENDORS	Accounts Payable	\$31,660.75	72425-72451
	Total	\$54,386.99	

Date Signed: _____

Dennis Price

Steven DeAngelis

Carol Doorenbos

Sean Keegan

Kathryn Woodsum

A / P Check Register
Bank: Androscoggin Bank

Type	Check	Amount	Date	Wrnt	Payee
P	999	69.88	04/27/23	43	0031 Central Maine Power Co
P	72425	4,956.00	04/13/23	43	0086 SECRETARY OF STATE (MOTOR VEH)
R	72426	106.50	04/27/23	43	0324 American Loggers Fire Suppression
R	72427	69.51	04/27/23	43	0022 Audette's Hardware
R	72428	209.11	04/27/23	43	0024 Baker & Taylor, Inc
R	72429	116.84	04/27/23	43	0327 Benjamin Rodriguez
R	72430	33.60	04/27/23	43	0782 By The Board Lumber Company
R	72431	556.00	04/27/23	43	0569 CH Stevenson Inc
R	72432	165.28	04/27/23	43	0072 Consolidated Communications
R	72433	2,000.00	04/27/23	43	0591 David Ledew
R	72434	351.42	04/27/23	43	0823 GONETSPEED
R	72435	4,874.69	04/27/23	43	0797 Gorrill Palmer Consulting Engineers Inc
R	72436	28.00	04/27/23	43	0791 Group Dynamic Inc
R	72437	700.45	04/27/23	43	0818 Hannah Flannery
R	72438	136.45	04/27/23	43	0083 Kennebec Cnty Registry Of Deeds
R	72439	45.00	04/27/23	43	0676 Kramer's Inc.
R	72440	79.07	04/27/23	43	0759 Kristin Parks
R	72441	55.00	04/27/23	43	0139 MMTCTA
R	72442	22.01	04/27/23	43	0858 PETTY CASH
R	72443	3,665.00	04/27/23	43	0841 PretiFlaherty
R	72444	2,783.04	04/27/23	43	0156 RELIANCE EQUIPMENT
R	72445	3,676.75	04/27/23	43	0086 SECRETARY OF STATE (MOTOR VEH)
R	72446	23.00	04/27/23	43	0561 Shredding on Site
R	72447	34.88	04/27/23	43	0462 STAPLES CREDIT PLAN
R	72448	5,657.99	04/27/23	43	0681 Treas,State Maine (Pub Safety)
R	72449	356.00	04/27/23	43	0509 TREAS., STATE OF MAINE (DEP)
R	72450	12.00	04/27/23	43	0102 TREAS.,STATE OF MAINE (SURPLU)
R	72451	877.28	04/27/23	43	0094 WHITE SIGN
Total		31,660.75			

Count

Checks	28
Voids	0

Warrant 43

Vendor-----	Amount	Account-----
00324 American Loggers Fire Suppression	106.50	Maintenance / Bldg Maint - BUILDING O&M / MAINTENANCE
00022 Audette's Hardware	23.98	SOLID WASTE / TRANSFER STA - ADMIN / MISC.
00022 Audette's Hardware	25.95	Maintenance / Gen Maint - EQUIP REPLAC / TOOLS
00022 Audette's Hardware	19.58	Maintenance / Veh/Eq Maint - EQUIP O,R &M / EQUIP MAINT
00024 Baker & Taylor, Inc	136.05	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00024 Baker & Taylor, Inc	59.47	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00024 Baker & Taylor, Inc	13.59	COMM SERVICE / Library - COMMUNITY SV / LIBRARY COLL
00327 Benjamin Rodriguez	116.84	Maintenance / Gen Maint - EQUIP REPLAC / TOOLS
00782 By The Board Lumber Company	33.60	SOLID WASTE / TRANSFER STA - ADMIN / Compost
00031 Central Maine Power Co	69.88	PROTECTION / Tower Sites - UTILITIES / ELECTRIC
00569 CH Stevenson Inc	556.00	Rds & Drain / Road Maint - PUBLIC WAYS / PATCHING
00072 Consolidated Communications	50.75	SOLID WASTE / TRANSFER STA - UTILITIES / TELEPHONE
00072 Consolidated Communications	54.25	PROTECTION / FIRE DEPART - UTILITIES / TELEPHONE
00072 Consolidated Communications	60.28	GENERAL GOVT / Admin - UTILITIES / TELEPHONE
00591 David Ledew	2,000.00	GENERAL GOVT / Assessing - CONTRACT SVC / ASSESSING
00823 GONETSPEED	330.56	GENERAL GOVT / Admin - UTILITIES / TELEPHONE
00823 GONETSPEED	20.86	COMM SERVICE / Library - UTILITIES / TELEPHONE
00797 Gorrill Palmer Consulting Engineers Inc	4,158.29	CAPITAL IMPR / Sidewalks - PUBLIC WAYS / CONTRACT SVC
00797 Gorrill Palmer Consulting Engineers Inc	716.40	CAPITAL IMPR / Sidewalks - PUBLIC WAYS / CONTRACT SVC
00791 Group Dynamic Inc	20.00	GENERAL GOVT / Insurance - INSURANCE / HRA
00791 Group Dynamic Inc	8.00	SOLID WASTE / TRANSFER STA - INSURANCE / HRA
00818 Hannah Flannery	42.22	REC,PARKS/AT / REC BOARD - RECREATION / E. Egg Hunt
00818 Hannah Flannery	658.23	REC,PARKS/AT / REC BOARD - RECREATION / BASEBALL
00083 Kennebec Cnty Registry Of Deeds	136.45	GENERAL GOVT / Assessing - ADMIN / RECORDING
00676 Kramer's Inc.	45.00	Maintenance / Veh/Eq Maint - EQUIP O,R &M / EQUIP MAINT
00759 Kristin Parks	79.07	GENERAL GOVT / Admin - PERSONNEL / MILEAGE
00139 MMTCTA	55.00	GENERAL GOVT / Admin - ADMIN / TRAIN & CONF
00858 PETTY CASH	8.13	GENERAL GOVT / Admin - ADMIN / POSTAGE
00858 PETTY CASH	13.88	GENERAL GOVT / Admin - ADMIN / POSTAGE
00841 PretiFlaherty	3,665.00	GENERAL GOVT / Attorney Fee - ADMIN / ATTORNEY FEE
00156 RELIANCE EQUIPMENT	1,499.30	PROTECTION / FIRE DEPART - EQUIP O,R &M / FIRE TRUCKS
00156 RELIANCE EQUIPMENT	1,283.74	PROTECTION / FIRE DEPART - EQUIP O,R &M / FIRE TRUCKS
00086 SECRETARY OF STATE (MOTOR VEH)	4,956.00	GENERAL FUND / Motor Veh Fe
00086 SECRETARY OF STATE (MOTOR VEH)	3,676.75	GENERAL FUND / Motor Veh Fe
00561 Shredding on Site	23.00	GENERAL GOVT / Admin - ADMIN / OFFICE SUP
00462 STAPLES CREDIT PLAN	34.88	GENERAL GOVT / Admin - ADMIN / OFFICE SUP
00681 Treas,State Maine (Pub Safety)	5,657.99	PROTECTION / Dispatching - CONTRACT SVC / DISPATCH
00509 TREAS., STATE OF MAINE (DEP)	356.00	SOLID WASTE / TRANSFER STA - ADMIN / MEMBERSHIPS
00102 TREAS.,STATE OF MAINE (SURPLU)	12.00	Maintenance / Bldg Maint - BUILDING O&M / SUPPLIES
00094 WHITE SIGN	149.38	Rds & Drain / Road Maint - PUBLIC WAYS / SIGNS/SUPPLY
00094 WHITE SIGN	727.90	Rds & Drain / Road Maint - PUBLIC WAYS / SIGNS/SUPPLY

Prepaid Total-- 5,025.88

Current Total-- 26,634.87

Warrant Recap

Warrant 43

Vendor-----

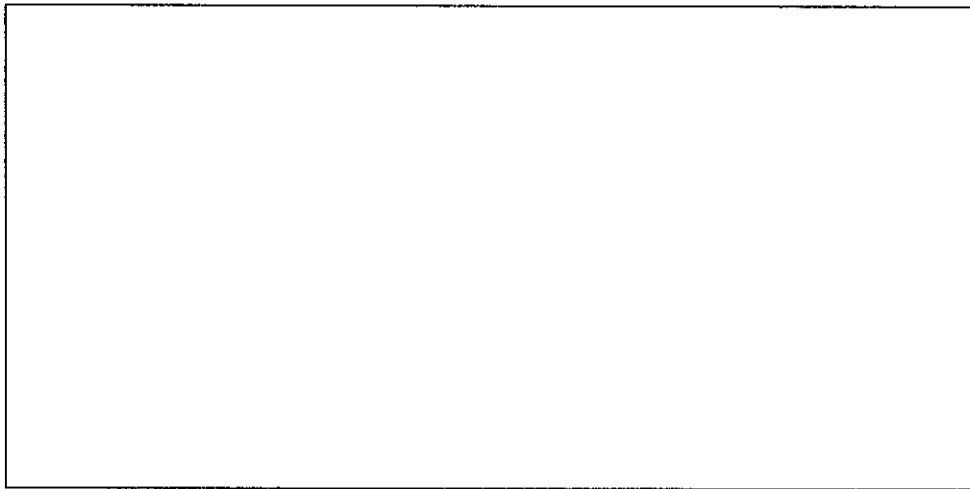
Amount Account-----

Warrant Total-- 31,660.75

COMMUNICATIONS

- **SELECT BOARD**
- **STAFF REPORTS**
- **PUBLIC COMMUNICATIONS**

**THIS PAGE INTENTIONALLY
LEFT BLANK**



OLD BUSINESS

**THIS PAGE INTENTIONALLY
LEFT BLANK**

Please review the separate attachment for Item 23-077.

PUBLIC HEARING /
WORKSHOP



TOWN OF READFIELD – Town Manager

8 OLD KENTS HILL ROAD, READFIELD, MAINE 04355

Office (207) 685-4939 • Cell (207) 931-7680

Email: manager@readfieldmaine.org

Date: May 1, 2023
To: Church Road Property Owners
From: Eric Dyer, Town Manager / Road Commissioner
Subject: Proposed Church Road Sidewalk Public Hearing / Stakeholder Meeting

Background:

As you may be aware, the process of considering a sidewalk running from Rt. 17 to the Fairgrounds property on Church Road has been going on for several years. Thanks to a Federal grant and Maine DOT support, the project is slated for an 80/20 match, with the Town paying the 20% share. Voter approval of the initial grant application happened in 2017, with periodic funding requests happening since then. Public involvement is ongoing and will be a focus of the Design and Planning phase of the project.

Engineering firm Gorrill-Palmer was selected to assist with this work. In mid-April, they completed two preliminary alignment proposals, one for each side of the road. With these in hand, the Town is scheduling public hearings and meetings to discuss the project and options.

The proposed alignments, design and planning schedule, and other information are available at the Town Office or online at <https://www.readfieldmaine.org/road-commissioner/pages/church-road-sidewalk-project> (go to the Town home page and select the “Departments” link at the top” => Road Commissioner” => “Church Road Sidewalk”).

Meeting Invitation:

As a property owner on Church Road, you are in a stakeholder group that would be most impacted by this proposed project. Accordingly you are invited to a joint Public Hearing with the Select Board and Gorrill-Palmer at **6:00pm on May 8th**. Additional public hearings will be held, and there will be more opportunities for public input from all residents. Any project proposal will need final voter approval, likely in June of 2024. I hope you will consider participating on the 8th. ZOOM meeting participation is available if you can't be there in person by using the following credentials - Meeting ID: 881 4960 8367 and Passcode: 781405 or by calling (929) 436-2866.

Questions and Contact:

Please feel free to reach out to me with any questions or comments as several residents already have. Call, email, or stop by the office (contact information above).

Thank you,

Eric Dyer
Town Manager / Road Commissioner



Readfield MAINE

Published on *Readfield ME* (<https://www.readfieldmaine.org>)

[Home](#) > [Departments](#) > [Road Commissioner](#) > Church Road Sidewalk Project

Church Road Sidewalk Project

The process of considering a sidewalk on Church Road has been ongoing for several years. Voter approval of the grant happened in 2017, with periodic funding requests happening since then. Thanks to a Federal grant and Maine DOT support, the project is slated for an 80/20 match, with the Town paying the 20% share. Public involvement is ongoing and will be a focus of the Design and Planning phase of the project.

Major Project Phases and Milestones	Status	Date(s)
Initial Voter Approval For Sidewalk Project Grant Application	Completed	June 13, 2017
Sidewalk Project Grant Application	Completed	August 15, 2017 (initial)
Sidewalk Project Grant Approval	Completed	January 26, 2021
Sidewalk Project Design and Planning	Ongoing	2023-2024
Sidewalk Project Voter Consideration (final plan and costs)	Tentative	June 2024
Project Construction (if approved)	Tentative	Slated for 2024-2025

CHURCH ROAD SIDEWALK GRANT INFORMATION:

- [MDOT Grant Application](#)
- [MDOT Grant Application Attachments](#)

CHURCH ROAD SIDEWALK DESIGN AND PLANNING INFORMATION:

- [Proposed Church Road Sidewalk Public Hearing / Stakeholder Meeting Letter](#) (May 1, 2023)
- [Church Rd. Sidewalk Concept Plans - DRAFT ONLY](#) (Updated mid-April, 2023)
- [Church Rd Sidewalk Alignment Pros and Cons](#) (Updated March 30, 2023)

PUBLIC HEARING INFORMATION:

The Readfield Select Board will hold a joint Public Hearing with our engineering firm Gorrill-Palmer at **6:00pm on May 8th**. ZOOM meeting participation is available if you can't be there in person by using the following credentials - Meeting ID: 881 4960 8367 and Passcode: 781405 or by calling (929) 436-2866.

Additional public hearings will be held, and there will be more opportunities for public input from all residents. Any project proposal will need final voter approval, likely in June of 2024.

ABUTTER COMMENTS (includes written communication from Abutters):

- Letter from Virginia Parker (August 27, 2021)
- Memo from Bill Drake (revised May 4, 2023)
- Email from Readfield Corner Water Association (May 3, 2023)

Source URL: <https://www.readfieldmaine.org/road-commissioner/pages/church-road-sidewalk-project>



Church Road Sidewalk Improvements – Pro/Con Comparison

Concept plans for two options have been developed to provide a sidewalk along Church Road from Main Street to the Readfield Fairgrounds. Options evaluated include sidewalks located on both the eastern and western side of the roadway as well as options with and without a grassed esplanade. Below is a comparison of the Pros and Cons for each option.

Option I – Western side of the roadway

This option presents the sidewalk along the western side of the roadway and includes concrete slipform curb, a 5 foot esplanade, and a 5 foot bituminous sidewalk.

Option I	
Pros	Cons
<ul style="list-style-type: none"> ▪ Right of Way impacts limited to grading and driveway work. ▪ Avoids impacts to sidewalks and crossings along Main Street ▪ Provides walkable and pedestrian friendly environment with separation from motorists 	<ul style="list-style-type: none"> ▪ Impacts to utility poles on the Main Street end of the project and places proposed sidewalk and drainage structures in the area of an existing water line. ▪ Existing open drainage to be removed and replaced with closed drainage ▪ Additional drainage structures likely required to address drainage at the back of sidewalk. ▪ Mid-block crossing required to access Readfield Fairgrounds

In addition to the layout presented in the concept plans, a hybrid layout could be considered to reduce utility pole impacts on the Main Street end of the project. The proposed esplanade could be eliminated in this section and the sidewalk placed adjacent to the proposed curb line.

Option 2 – Eastern side of the roadway

This option presents the sidewalk along the eastern side of the roadway and includes concrete slipform curb and a 5.5 foot sidewalk adjacent to the proposed curb.

Option II	
Pros	Cons
<ul style="list-style-type: none"> ▪ Avoids impacts to existing utility poles and does not impact the existing water line on the western side of Church Road. ▪ Avoids impacts to existing mature trees. ▪ Right of Way impacts limited to grading and driveway work. ▪ Mid-block crossing not required to access Readfield Fairgrounds. 	<ul style="list-style-type: none"> ▪ Potential impacts to additional ramps and landings along Main Street. ▪ Mid-block crossing required if access to Union Meeting House desired. ▪ Mailboxes are located on eastern side of the roadway constrict sidewalk width.

In addition to the layout presented in the concept plans, a hybrid option could be considered to provide an esplanade for portions of the sidewalk where trees are not present. The addition of the esplanade will provide a more walkable environment.

PUBLIC HEARING /
WORKSHOP

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Restaurant
(Class I, II, III, IV) | <input type="checkbox"/> Class A Restaurant/Lounge
(Class XI) | <input type="checkbox"/> Class A Lounge
(Class X) |
| <input type="checkbox"/> Hotel
(Class I, II, III, IV) | <input type="checkbox"/> Hotel – Food Optional
(Class I-A) | <input type="checkbox"/> Bed & Breakfast
(Class V) |
| <input type="checkbox"/> Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | <input type="checkbox"/> Auxiliary | <input type="checkbox"/> Mobile Cart |
| <input type="checkbox"/> Tavern
(Class IV) | <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Qualified Caterer | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

6. Is the licensee/applicant(s) citizens of the United States? Yes No
7. Is the licensee/applicant(s) a resident of the State of Maine? Yes No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

Yes No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

Yes No

Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

Yes No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? Yes No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
The licensee applicant has no employees at this time.		
Residence address on all the above for previous 5 years		
Name	Address:	
robert bittar	309 Waugan road, North Monmouth Maine	
Name	Address:	
robert bittar	9360 vedra pointe lane, boca raton, florida	
Name	Address:	
Name	Address:	

13. Will any law enforcement officer directly benefit financially from this license, if issued?

Yes No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? Yes No

17. Does the licensee/applicant(s) own the premises? Yes No

If No, please provide the name and address of the owner:

gregory bittar 9360 vedra pointe lane, boca raton, florida; alexis bittar 35 willow place brooklyn, ny

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: _____

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

Two rooms on the first floor will be used for food, beverages. There is a large kitchen and bar seating
An area is assigned for music. There are two bathrooms. The second floor contains a large room which
may be used for gatherings in which people may eat, drink beverages and purchase items for sale.
The first and second floor areas are used for storage of food supplies and office, Outside deck patio

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

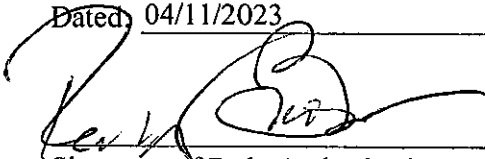
Name: Maranacook High School

Distance: 1.00

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 04/11/2023


Signature of Duly Authorized Person

Signature of Duly Authorized Person

robert bittar
Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? Municipal Officers of _____

County Commissioners of _____ County

- Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

This Application will Expire 60 Days from the date of Municipal or County Approval unless submitted to the Bureau

Included below is the section of Maine’s liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

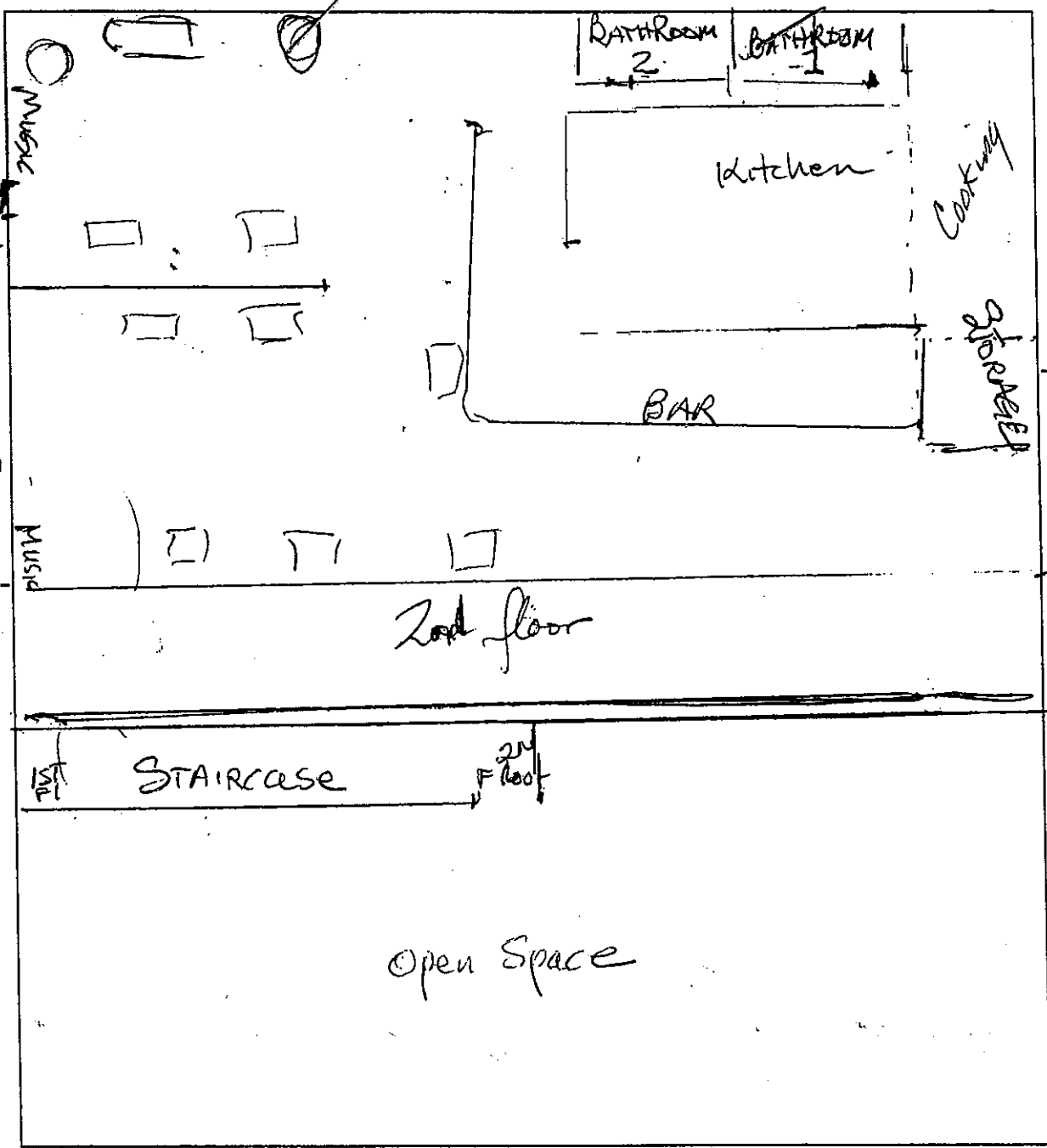
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, rest room, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



The following pages are not part of the materials submitted by the Applicant, but relate to questions about sufficient on-site parking.

4.

Readfield Planning Board Minutes con't.

6. Robert Bittar application consideration.

ON MOTION by Allan Toubman, seconded by Harold Blake, it was moved that Readfield Corner has an unsafe traffic pattern at present to meet the requirements of 4.2.5.2.3 (xi), (xii), (xv). the applicant must meet the following conditions:

1. Provide 15 off-street parking spaces as shown in Brian Kents September 6, 1988 diagrapham, submitted by applicant.
2. The structure will be accessible to the public from the South from the parking lot at all times the structure is open to the public.
3. The public will be encouraged to enter from the South entrance by signs, directing them to do so located on the North and South of the structure.
4. The parking lot will have sufficient gravel to assure it is passable during all seasons.

Motion passed 7-0-0.

ON MOTION by Allan Toubman, seconded by Roamine Turyn, it was moved that the structure is sufficiently safe, provided that it meets all requirements of 4.2.5.2.3 (xi), (xii), (xv). Motion passed 7-0-0.

ON MOTION by Allan Toubman, seconded by Marietta Salepakos, it was moved that finding that adequate provisions for drainage and run-off will be made provided that the applicant obtain approval by DOT for the sump pump connection to the stormwater drain and for run-off from the parking lot into the highway ditch. Motion passed 7-0-0.

ON MOTION by Allan Toubman, seconded by Harold Blake, it was moved that adequate provisions have been made for water supply provided that applicant complies with the Readfield Water Association By-Laws and adquate provisions has been made for septic disposal provided to applicant complies with the restrictions on his septic system ^{or} stated in the HHE 200 letter of Department of Human Services dated August 21, 1981. Motion passed 7-0-0.

ON MOTION by Allan Toubman, seconded by Marilyn Taylor, it was moved to approve the application according to section 4.2.5.2.3 of the Ordinance, provided that the conditions contained in the above findings specifications be made. Motion passed 7-0-0.

7. Howard Lake read a letter from an Allan Massey concerning land on Rt. 41 for a possible Subdivision as well as a dock in Marancook for 30 boats to tie-up to. A letter is to be sent informing Mr. Massey that information can be obtained in the Land Use Ordianace and in the Subdivision Regulations available at the Town Office.

Meeting adjourned at 10:35

sent
11/13/81

BOARD OF APPEALS
OR
PLANNING BOARD

NOTICE OF DECISION

Date: Oct 13, 1981

TO: Robert Bittar

DEAR: _____

This is to inform you that the (Planning Board, Board of Appeals) has acted on your application for a (permit, appeal, variance), as follows:

Approved ✓ Denied _____

If approved, the following conditions and safeguards are prescribed as authorized in Sec. 12B-7 of the Ordinance. Any violation of these conditions shall be a violation of the Ordinance.

1. With conditions and comment attached.
2. _____
3. _____
4. _____
5. _____

If denied, the reasons for denial are as follows:

William A. Lanson Chairman
(Planning Board, Board of Appeals)

Statement of facts:

1. The Brisbon Block (building) was, prior to the work recently done by Mr. Bittar, in such a serious state of disrepair, that it was dangerous.
2. Although Mr. Bittar has corrected many of the building's structural defects, structural problems remain.
3. Division of Health Engineering recommended approval for variances to Bittar's subsurface waste water system (Aug. 21, 1981) with conditions and restrictions strictly adhered to and properly recorded as a covenant to the deed at Register of Deeds. (Book 2413, Page 223, Aug. 24, 1981). This Health Engineering report and recommendations and conditions of Aug. 21, 1981 is attached to original minutes at Town Office.)
4. On JULY 27, 1981, Readfield Selectmen supported septic system variances with additional Town conditions. (Copy of this attached to original PB minutes at Town Office.)
5. Mr. Travis Brown pointed out to Bittars that a DOT entrance permit is required.
6. The uses of the building for which Mr. Bittar seeks approval for (28-seat restaurant, store, bakery and an apartment) may require more parking spaces than he has available (Spaces available based on information presented to the Board by Mr. Travis Brown with a letter and a sketch, 9/15/81 copy attached to original minutes at Town Office)

Based upon the above finding of facts, the following MOTION was made by Ken and Dana: Voted, 4-0-1, Fred abstained. PASSED

MOTION was made to approve the Land Use application of Mr. Robert Bittar, LU-01-81 for the proposed uses of a bakery, 28-seat restaurant, gen. store and an apartment on M16, L45 in Village Zone, subject to the following conditions and comment:

Conditions:

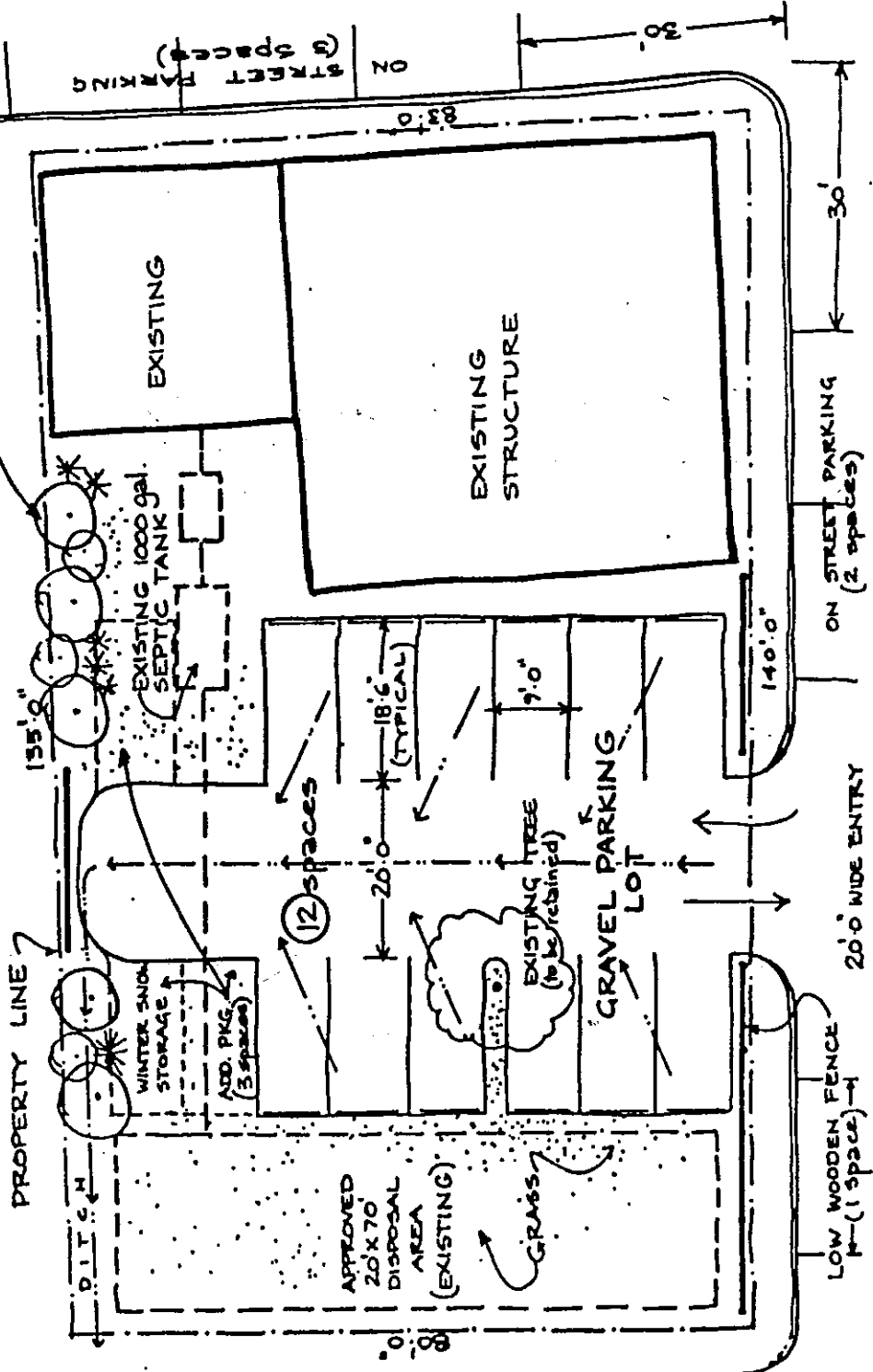
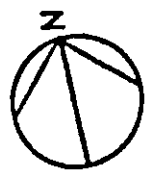
1. Applicant shall certify to the Planning Board the structural safety of the building for the proposed uses prior to it's being open to Public use. This certification shall be done by a registered engineer of the State of Maine.
2. Applicant must adhere to conditions attached to the DEP septic system variance approval of Aug. 21, 1981.
3. Applicant must adhere to conditions attached to the Selectmen's approval of septic system variance of July 27, 1981.
4. A copy of DOT's entrance permit approval shall be forwarded to the Town Office for records.
5. Copies of future reports from any other State or any other Town agencies, in regards to health and safety, shall be forwarded to the Town Office for records.

Comments:

1. The applicant is put on notice that he has a potential parking problem. Based on the information received, it is the opinion of the Planning Board that there is inadequate parking available for the number of planned uses.

Note:

Drawing based on site plan by Darryl Brown, Soil Scientist and information provided by owner.



ROUTE 41

Proposed drainage flow

Prepared by Maine Tomorrow - Hallowell.

SKETCH SITE PLAN - ROBERT BITTAR - HELEN BITTAR

Property - scale: 1" = 10' 0"

NEW BUSINESS

**THIS PAGE INTENTIONALLY
LEFT BLANK**

Information for this Item is included under the Public Hearing section.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWN OF READFIELD
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES

(AFSCME Council 93) LOCAL 2011-00

JULY 1, ~~2023~~— JUNE 30, 202~~6~~3

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	3
ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – CHECK OFF	3
ARTICLE 3 – UNION ACTIVITIES ON THE EMPLOYER PREMISES... 4	
ARTICLE 4 – NO DISCRIMINATION BY PARTIES	5
ARTICLE 5 – MANAGEMENT RIGHTS	5
ARTICLE 6 – HOURS OF WORK	56
ARTICLE 7 – OVERTIME	67
ARTICLE 8 – REST PERIODS	78
ARTICLE 9 – HOLIDAYS	8
ARTICLE 10 – VACATIONS	89
ARTICLE 11 – SENIORITY	910
ARTICLE 12 – SICK LEAVE	11
ARTICLE 13 – MILITARY LEAVE	12
ARTICLE 14 – LEAVES OF ABSENCE	13
ARTICLE 15 – BEREAVEMENT LEAVE	13
ARTICLE 16 – JURY DUTY	14
ARTICLE 17 – UNIFORM AND PROTECTIVE CLOTHING	14
ARTICLE 18 – SEPARATION OF EMPLOYMENT	15
ARTICLE 19 – WORKING RULES	15
ARTICLE 20 – UNION BULLETIN BOARD	15

ARTICLE

PAGE

ARTICLE 21 – POLITICAL ACTIVITY 15

ARTICLE 22 – COURSE REIMBURSEMENT 15

ARTICLE 23 – MILEAGE REIMBURSEMENT..... 16

ARTICLE 24 – EXPENSE REIMBURSEMENT 16

ARTICLE 25 - PROFESSIONAL DEVELOPMENT 176

ARTICLE 26 – PROFESSIONAL DUES PAYMENTS BY THE TOWN 17

ARTICLE 27 – PUBLIC AND EMPLOYEE RELATIONS 187

ARTICLE 28 – HEALTH INSURANCE BENEFITS 18

ARTICLE 29 – PERSONNEL FILES 19

ARTICLE 30 – STORM DELAYED OPENINGS AND EARLY CLOSING ... 20

ARTICLE 31 - WAGES 210

ARTICLE 32 – GRIEVANCE PROCEDURE 22

ARTICLE 33 - NO STRIKE PROVISION 23

ARTICLE 34 – RETIREMENT 23

ARTICLE 35 – DISCIPLINE AND DISCHARGE24

ARTICLE 36 – GENERAL RULES 25

ARTICLE 37 – TIME KEEPING 26

ARTICLE 38 – SEPARABILITY AND SAVING CLAUSE 26

ARTICLE 39 – TERMINATION 27

PREAMBLE

Whereas, the Town of Readfield, Maine, (hereinafter referred to as "employer", and Council #93, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") desire to establish a constructive, cooperative and harmonious relationship; to set forth the entire Agreement in relation to salaries, wages, hours of work and other terms and conditions of employment; to promote effective service towards the accomplishment of the mission of the Town; and to establish an equitable and peaceful procedure for the resolution of differences;

THEREFORE, this Agreement by and between the parties is entered into on

_____.

ARTICLE 1 – RECOGNITION

The Town recognizes the Union as the sole and exclusive Bargaining Agent for the Bargaining Unit for the purpose of collective bargaining and entering into agreements relative to wages, hours of work, working conditions and other terms and conditions of employment.

ARTICLE 2 - CHECKOFF

Section 1 - Dues Deduction

The Town agrees to deduct Union dues weekly in an amount authorized by the Executive Board of the Union from those members who shall sign a deduction card prior to any deduction being made. The Town shall forward to the Treasurer of AFSCME of Maine, Council #93 such deductions monthly as per the payroll procedures.

Each employee who is a member of the Union shall maintain membership in the Union, provided that such employee may resign from the Union during a period of sixty (60) days prior to the expiration of this Agreement.

The Town agrees to deduct weekly premiums for AFSCME Council 93 benefit plans for members participating in any of the plans offered by AFSCME Council 93 Benefits Trust .

Section 2- Non-Members

Any present or future regular employee who is not a Union member and who does not make application for membership in the Union shall sign a non – member waiver form. The Union agrees to comply with the procedures established by any State and Federal laws and regulations regarding dues, and representational fee deductions.

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 3 Employee Rosters

Upon signing of this agreement, and annually thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, date of hire, hourly rate, contracted hours, department, job title, work site, work email address, personal email, work phone number, personal phone number, home address as per Maine Statute - Sec. 1. 26 MRSA § 975 . The Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employees within the month following the event.

ARTICLE 3 - UNION ACTIVITIES ON THE EMPLOYER PREMISES

The Employer agrees that during working hours on the departmental premises and without loss of pay, a representative of the Union shall be allowed reasonable time to:

- a) Post Union notices.
- b) Transmit communications, as authorized by the Local Union or AFSCME Council 93, to the Employer or his representative.
- c) Consult with the Employer or his representative concerning the enforcement of any provisions of this agreement.
- d) Attend labor-management committee meetings.
- e) Attend negotiations.
- f) Union activities on non-normally schedule hours shall not be compensated

Duly authorized representatives of the Union shall be permitted:

- a) Access to non-work areas for the purpose of transacting business within the scope of representation.
- b) To enter the work site with an authorized escort as determined by the Employer for the purpose of observing conditions under which employees are employed and to carry out the representative's legal responsibilities.
- c) The duly authorized representative will, in all cases of access, notify the person in charge of the facility, or his or her designee, of his or her presence. Access shall not unreasonably be denied.

The Union shall notify the Town in writing of the names of its duly authorized representatives including any local officers or official within ten (10) days of their election or change.

ARTICLE 4 - NO DISCRIMINATION BY PARTIES

Employees covered by the Agreement shall have all the rights afforded under Section 963 of Chapter 9 A, Title 26, M.R.S.A. No employee shall be favored or discriminated against by either the Town or the Union because of his or her membership or non-membership in the Union.

The parties to this Agreement agree that pursuant to State and Federal law and Town Ordinance, they shall not unlawfully discriminate against any employees because of race, color, sex, sexual orientation, physical or mental disability, religion, age, ancestry, or national origin.

ARTICLE 5 – MANAGEMENT RIGHTS

Management Rights

The Union agrees that the Town has and will continue to retain the sole and exclusive right to manage its operations and retain all management rights, unless specifically abridged or delegated by the provisions of this Agreement.

Nothing in this Article shall be construed to deprive the employees of any rights specifically set forth in this Agreement or deprive them of the right to the grievance procedure therein.

Outside Labor

The Town reserves the right to contract out but such contracting out shall not cause lay-off or reduce hours of any permanent Town employee.

ARTICLE 6 - HOURS OF WORK

The regular workweek for payroll purposes shall begin on Sunday at 12:01 a.m. and end on Saturday at midnight. The workweek for all employees will consist of 5 consecutive days within the workweek except for the Collection Clerk, who shall be scheduled for 4 days within 5 consecutive days and the normal schedule hours of work for employees shall be as follows:

Transfer Station Assistant Manager	38.75 hours per week
Transfer Station Assistant	38.75 hours per week
Town Maintenance Position	40 hours per week
Finance Officer	40 hours per week
General Services Position	40 hours per week

~~The employees in the maintenance and general service positions~~ **Any employee** may by mutual agreement work a flexible 40 hours work week (Monday thru Friday).

Collection Clerk/Select Board Secretary 32 – 38 **40** hours per week in the hours of operation for the “window” including up to 4 hours per week for board meetings and to include special projects. This employee will receive full time benefits.

The current work schedule for all employees will remain in effect for the duration of this agreement, except the Town retains its right to change any employee’s schedule with a 4 month advance notice. The parties agree to enter into good faith bargaining to negotiate the impact of any changes to the current work schedule.

Any employee who works at least five (5) consecutive hours on any day may choose to have a paid lunch break of thirty (30) minutes which may be interrupted, as needed, to serve the public and to answer the telephone or the Employee may choose to have a thirty (30) unpaid lunch that shall not be interrupted.

Each employee shall be in the employee’s respective place of work at the appointed scheduled time. An employee who is absent from work has the responsibility to notify the Town Manager or his/her Supervisor of the reason for such absence, if not previously arranged for, if possible, as soon as possible prior to the starting time of the employee’s workday.

ARTICLE 7 - OVERTIME

Overtime is defined as time worked in excess of forty (40) hours in any regular workweek for hourly employees. Sick time, Vacation leave, or compensatory time taken during a workweek does not apply when calculating overtime hours. Bereavement leave and Holiday pay would apply when calculating overtime hours. Overtime pay shall be at the rate of one and one-half times the employee's regular hourly pay rate.

An employee whose regular work schedule does not include an approved Saturday, Sunday or legal holiday and who is assigned to work on a Saturday, Sunday or legal holiday shall be compensated at time and a half for each hour or fraction of an hour assigned to be worked on such a day. **An employee whose regular work schedule includes Sunday shall be compensated at time and a half for all hours worked on Sunday.**

In lieu of overtime pay, an employee may take compensatory time if approved by the Town Manager. Compensatory time shall be accrued at the same rate as all other hours worked in excess of forty hours in the work week. An employee exercising the option to take compensatory time in lieu of overtime compensation shall report the option to take compensatory time to the Town Manager within the pay period in which the compensatory time is earned or as soon thereafter as is practicable and shall be scheduled to be taken only with the approval of the Town Manager. The Employee cannot accrue compensatory time in excess of eighty (80) total hours. An employee who severs employment shall be paid for the value of accrued compensatory time at the employee's final rate of pay. In the event of the death of an employee, compensatory time accumulated in accordance with this policy shall be paid to the beneficiary designated by the employee under the Town's Group Life Insurance or to the estate of the deceased.

Use of compensatory time shall be scheduled at such time or times as shall be mutually agreeable to the employee requesting the leave and the Town Manager and will not be denied except for operational needs.

~~The Town Manager may require any employee to work extra hours in order to provide Town services. If an employee is assigned to be on "On Call/Stand by status" for a weekend, they will be compensated by receiving a half day (4 hours or equal to 1/2 of regular work day) off with pay.~~ Any employee who is called out for work outside of and not continuous with his/her regular scheduled hours will be paid a minimum of 2 hours of the employee's regular rate of pay or hours actually worked at the appropriate rate, whichever is greater upon reporting to his or her designated work site. The parties agree if an employee takes home a town vehicle then the vehicle will be consider his/her worksite. This section shall not apply to an employee who is called in 2 hours or less prior to the start of his/her workday and who continues to work that day or shift or to an employee held over at the end of their workday.

ARTICLE 8 - REST PERIODS

All employees' work schedules shall provide for a ten (10) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half shift whenever feasible. Employees may leave their work station/building during their ten (10) minute rest period.

ARTICLE 9 – HOLIDAYS

The following holidays, as observed by the State, shall be paid holidays for eligible employees when recognized holidays fall on the scheduled workday of the employee. The employee will be paid for the number of hours that the employee was normally scheduled to work on that day.

New Year's Day	Memorial Day	Veterans' Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Presidents' Day	Labor Day	Day after Thanksgiving
Patriots' Day	Indigenous Peoples Day	Christmas Day

Juneteenth

Whenever a designated holiday falls on a Saturday or on a Sunday, that employee shall receive either the actual holiday off from work, or holiday pay plus-payment at a rate of time and a half the employee's hourly rate for actual hours worked on the holiday, or a "floating holiday" to be taken as time off from work and must be used within the same pay period if the holiday falls on the employee's regular day off, as negotiated with the Town Manager at least one week prior to the holiday.

The Town Manager may require an employee to work part or all of a holiday and such employee shall be compensated in accordance with the section on Overtime.

If the Town chooses to voluntarily close any facility or service on part of a scheduled day prior to a holiday as an early release, the Town agrees to pay regular hourly wages for those pre-scheduled hours. **If the Town Manager and employees mutually agree to an early release prior to a holiday the employees may use vacation , compensatory time or unpaid time for the pre-scheduled hours.**

In addition to the holidays listed above, any special holiday(s) declared by the President of the United States and the Governor of the State of Maine shall be allowed as an additional holiday.

ARTICLE 10- VACATIONS

Bargaining unit employees shall earn vacation leave as follows:

Time Employed	Days Earned Per Month	Total/Year
0 to less than 24 months employment	1	12
2 years to less than 5 years employment	1 ¼	15
5 years to less than 10 years employment	1 ½	18
10 years or more of employment	1 ¾	21

One day of vacation shall be calculated at the rate of eight (8) hours for a 40-hour work week, and the normal schedule hours for those employee working less than 40 hours a week.

Employees shall be assessed vacation time based on the employee's weekly scheduled hours.

The employer shall make reasonable effort to approve vacation request. Choice of vacation periods shall be granted to employees based on seniority within the assigned work locations. The parties agree employees upon request will be granted vacation time during the summer months. Employees may request up to 10 consecutive working days of vacation time per each vacation request, with the understanding the Town Manager may limit 5 to 10 consecutive day requests to 1 occurrence during summer months or peak workload periods.

An employee, who is requesting five or more consecutive working days, must submit his/her request at least thirty (30) days in advance. An employee requesting a "one day" vacation must submit the request with at least 48 hours in advance.

Vacation leave shall be accrued through the payroll system and noted on each employee's payroll check stub in hours accrued to date.

No vacation leave may be taken during the first six (6) months of employment. No vacation may be taken in anticipation of future accruals.

Vacation leave for bargaining unit employees shall not accrue beyond 150 hours or it will be forfeited.

An employee who severs employment shall be paid for the value of accrued vacation leave calculated at the employee's final rate of pay. In the event of death of an employee, compensation for unused accumulated vacation leave shall be paid to the beneficiary designated by the employee under the Town's Group Life Insurance or to the estate of the deceased.

Vacations shall be scheduled at such time or times as shall be mutually agreeable to the employee requesting the vacation leave and the Town Manager or his/her designee.

Any vacation time that has been denied by the Town Manager or his/her designee, the employee shall have the option of cashing out the vacation time that was denied or have the opportunity to request alternate days for vacation.

ARTICLE 11 - SENIORITY

Section 1 - Definition

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

Section 2 - Probation Period

The work and conduct of probationary employees shall be subject to close scrutiny and evaluation, and if found to be below satisfactory standards the Town Manager may remove or demote the probationer at any time during the probationary period. Such removals or demotion shall not be subject to review or appeal.

Section 3 - Seniority List

Annually, but no later than February 1, the Town shall post on the Union bulletin board a seniority list; one showing the continuous service of each employee within the Town and their current job classification. A copy of the seniority list will be furnished to the local Union chair when it is posted.

Section 5 - Layoff

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority by classification. Employees will have bumping rights to any position within the unit in which they are currently qualified or would be qualified with a minimal amount of training. Upon separation, employees shall be paid all accumulated unused vacation and/or compensatory time. The Town Manager and the Union shall meet to review the layoff procedure prior to any layoff.

Section 6 - Recall

For a period of Twenty –four (24) months, employees shall be recalled from layoff according to their seniority by classification. For a Twenty –four (24) month period following layoffs, no new employees shall be hired until all qualified employees on layoff status desiring to return to work,

have been recalled. A layoff employee will be considered qualified if the employee can reasonably be expected to learn the essential functions of the job within twenty working days.

Employees returning from layoff status shall retain their seniority that they had upon layoff and any accrued, unpaid balance of sick leave will be restored to their record.

Section 7 - Filling of Vacancies

All unit vacancies will be posted on employee bulletin boards for a period of ten (10) working days. Members of the unit will have an opportunity to apply for the position.

The Town will evaluate all the internal applicants for the position using the job description of the position to evaluate the qualifications of the applicants. In deciding between internal candidates, seniority shall be the deciding factor.

An employee selected to fill a vacancy shall have a period of ninety (90) days to demonstrate his/her capability; however, the Town Manager may extend this period for a subsequent ninety (90) days.

ARTICLE 12-SICK LEAVE

Employees shall accrue one day of sick leave per month shall be based on their normal schedule hours worked, up to a maximum of 450 hours.

Sick leave shall not accrue beyond a maximum of 450 hours for bargaining unit employees. Employees hired prior to November 1, 2015 upon separation of employment in good standing, the employee shall receive 50% of the value of accrued sick time. Employees hired after November 1, 2015 upon separation of employment in good standing, the employee shall receive 0% of the value of accrued sick time. In the event of the death of an employee, compensation for all unused, accumulated sick time shall be paid to the beneficiary designated by the employee under the Town's Group Life Insurance or to the estate of the deceased.

Sick leave may be used only for the following:

- Bona fide employee illness an incapacity;
- Serious illness requiring care of a member(s) of the employee's immediate family or domestic partner as provided for in the Family Medical Leave, 26 M.R.S.A. section 843. For extended use of this provision the employee shall provide the Town Manager with a medical certification of the illness and a statement for the need for care;

- Employee's medical or dental appointments and for transporting a dependent immediate family member to medical and dental appointments.

Immediate family shall be defined as husband, wife, son, daughter, foster child, mother, father, grandmother, grandfather, grandson, granddaughter, in-law, step-relationships, or those sharing a unique relationship with employee, as approved by the Town Manager. A unique relationship shall be defined as a relationship that exists between an employee and another person over a period of time and which evinced a state of responsibility, caring and closeness similar to kinship.

If requested by the Town Manager, an employee who has been on sick leave for more than three consecutive days shall furnish the Town Manager with a certificate from a doctor verifying the incapacity of the employee. **If requested by the Town Manager , an employee who has used sick leave for three separate instances for the same ailment or illness during a one month period shall furnish the Town Manager with a certification from a doctor verifying treatment of the employee.** Refusal to provide a doctor's certificate as requested by the Town Manager may result in non-payment of sick leave.

The Town Manager shall review all sick leave records periodically and shall investigate any case that indicates abuse of sick leave. Abuse of sick leave shall be subject to disciplinary action.

The Town Manager, at his/her discretion, may require an employee to leave the work place if he or she feels that the employee is too sick or contagious to be at work. The employee may use his or her sick time while out. The employee may return to work the same day if he or she obtains a doctor's certificate stating that the employee is healthy enough to return to the workplace.

ARTICLE 13 - MILITARY LEAVE

An employee who is enlisted in the Armed Forces Reserve or National Guard will be given leave for the time spent in reserve camp, in addition to vacation. For reserve camp leave, in addition to vacation, the employee may receive the difference between his/her normal salary and the total compensation received from the service to which the employee belongs. Leave for reserve camp may not exceed a yearly total of fifteen (15) days. If an employee takes reserve camp leave and vacation at the same time, the employee will receive his/her regular check for vacation and will not receive any additional benefit for time at camp.

Any employee who is drafted into active service in the Armed Forces of the United States while in the service of the Town of Readfield, shall be granted a leave of absence for the period of required military service.

A bargaining unit employee who is a member of the military forces including the Maine Army and Maine Air National Guards and the Reserves of the United States Armed Forces, who, in response to federal or state orders, takes a military leave of absence shall give notice to the Town of their absence for military duty and as required by the Town Manager, obtain a confirmation from the Adjutant General, Camp Keyes, Augusta or applicable reserve component headquarters, of satisfactory completion of their military duties upon return to active employment status with the Town or immediately thereafter.

Any employee who has been on military leave of absence and who is still qualified to perform the duties of the employee's former position, must be reinstated without loss of pay, seniority, benefits, status, and any other incidences or advantages of employment as if the employee had remained continuously employed. The period of absence shall be construed as an absence with leave.

An employee who is on military leave of absence shall continue to accrue normal vacation, sick leave, bonus (if any), advancement and other advantages of employment normally to be anticipated in the employee's particular position.

ARTICLE 14 - LEAVES OF ABSENCE

Section 1 - Leave of Absence

The Town Manager may grant leave of absence with pay to permanent bargaining unit employees whenever the Town Manager considers such leave in the Town's best interest. Such leave shall include the leave for the purpose of attending professional conferences, work-related conventions, training institutes, seminars and schools.

Town Manager may grant leave of absence without pay for a period not exceeding thirty (30) days.

Section 2- Unpaid Medical Leave of Absence

The Town and the Union agree that, for leaves granted under this section, reference is made to the Town's policy governing leaves under the Family Medical Leave Act.

ARTICLE 15 - BEREAVEMENT LEAVE

Bargaining unit employees may be excused from work for up to five (5) working days immediately following the death of a member of the employee's immediate family as defined in the Sick Leave section. Bereavement leave is for the purpose of handling necessary

arrangements and attendance at the funeral, memorial service or burial. In extenuating circumstances, the Town Manager may grant, upon request from an employee, additional bereavement leave that shall be deducted from the employee's accumulated sick leave.

The Town Manager may on a case-by-case basis grant an employee one (1) workday in each instance with pay for attendance at a funeral, memorial service or burial for a person not covered under the above definition. Unpaid leave may be utilized by an employee for one workday of bereavement leave not covered under the above definition.

Bereavement leave shall be paid only for the employee's regularly scheduled workdays or portion thereof.

ARTICLE 16 - JURY DUTY

The Town shall pay to an employee called for jury duty on an employee's regular scheduled work day, the employee's regular pay, provided the Town is reimbursed by the employee for all jurors' pay received by that employee except for any mileage stipend. The employee must present an official statement of attendance including the amount of jury duty pay within thirty days from the date the employee received payment.

The Town shall pay an employee subpoenaed as a witness on an employee's regular scheduled work day the employee's regular pay provided the Town is reimbursed by the employee for all witness pay received by that employee. The employee must present an official statement of attendance at court/hearing including the amount of the witness fee received. This provision does not cover an employee of the Town who is a plaintiff in a lawsuit or complaint against the Town.

ARTICLE 17 -UNIFORM AND PROTECTIVE CLOTHING

For bargaining unit Maintenance employees, Transfer Station employees, and General Services employee the Town will provide annually any required personal protective gear or equipment. The Town will provide an annual boot allowance for the purchase of Bureau of Labor standard Safety Footwear (up to \$150 value), plus \$200 toward the purchase of any work appropriate clothing and/or work appropriate winter clothing as a paid employee benefit. The employee or an approved vendor shall provide receipts for all clothing and footwear allowances.

ARTICLE 18 - SEPARATION OF EMPLOYMENT

All unused accrued vacation and sick time as per Articles 10 and 12 respectively, will be paid upon separation of employment in the employee's final paycheck.

ARTICLE 19 - WORKING RULES

The Town will furnish each new bargaining unit employee with a copy of existing work rules upon employment and update working rules annually, not later than February 28 of each year.

ARTICLE 20 - UNION BULLETIN BOARD

The employer agrees to furnish space for the Union to erect and maintain a bulletin board in a convenient place in the Town Hall.

ARTICLE 21 - POLITICAL ACTIVITY

While an employee is performing the employee's normal work duties, the employee shall refrain from seeking or accepting nomination or election to any office in Readfield Town government, from using the employee's influence in any way for or against any candidate for elective office in Readfield Town government, using the employee's influence for or against any matter that is pending before any Readfield Town Meeting, Select Board or any board or committee appointed by the Select Board. This policy 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 the employee's views on political matters, on their own time, or from voting with complete freedom in any election.

ARTICLE 22 - COURSE REIMBURSEMENT

The Town Manager may approve paid time and mileage reimbursement to bargaining unit employees to attend educational courses which are to the benefit of the Town. The Town may cover the cost of tuition and fees for up to two (2) courses during a fiscal year. The employee shall provide the Town Manager with an official copy of the course grade received upon completion of the course(s) taken. In the event the employee receives a course grade of less than a "C" and/or does not complete the course; the employee shall reimburse the Town for any costs incurred by the Town on behalf of the employee for tuition and fees.

ARTICLE 23 – MILEAGE REIMBURSEMENT

When practical, every effort shall be made for employees to use a Town vehicle for Town purposes. Town employees shall be reimbursed for all actual and necessary use of private motor vehicles on Town business at the current mileage rate established by the Internal Revenue Service, plus tolls and parking charges submitted on an expense report form along with receipts for approval by the Town Manager. Mileage reimbursement shall be determined based upon the most direct round-trip distance between the employee's place of work or home (whichever is less) and destination. Mileage reimbursement for commuting between an employee's home and place of work is not permitted.

Any private motor vehicle used for Town business shall be properly registered and insured by the owner of the vehicle against liability and the operator shall have a valid driver's license. Additionally, a current Maine Motor Vehicle Insurance Identification Card for the privately owned vehicle being utilized shall be within the vehicle. The Town will provide at its expense an additional liability insurance rider to the employee's liability insurance providing the Town insurance coverage in the event the employee is in an accident while driving and conducting Town business.

ARTICLE 24 – EXPENSE REIMBURSEMENT

In addition to mileage, all real, actual and necessary business expenses incurred by an employee shall be reimbursed by the Town when submitted on a Town provided expense report form, along with itemized receipts. All business expenses must be approved by the Town Manager or department head as appropriate. Approved expense report forms, received by the Town, shall be reimbursed within fourteen (14) working days from the signing of the Warrant by the Select Board on which the expenses appear.

ARTICLE 25 - PROFESSIONAL DEVELOPMENT

The Town Manager may approve funds annually for training programs/sessions, seminars and conventions, or in-service training for bargaining unit employees, and if for the actual or anticipated benefit to the Town. The Town shall pay the cost of all fees, tuition and materials, and mileage incurred by an employee in attending a seminar approved for attendance by the Town Manager. The employee shall also be compensated for all time attending Professional Development sessions plus travel time even if outside the normal work day.

For professional development requested by an employee and for which the Town has expended more than \$125 for fees, tuition and materials, the employee shall reimburse the Town for half of the fees, tuition and materials in the event the employee leaves Town employment within six months of the completion of the professional development, or the employee shall reimburse the Town for 25% of the cost of the fees, tuition and materials if the employee leaves Town employment between six months and one year of completion of the professional development activity.

ARTICLE 26 – PROFESSIONAL DUES PAYMENTS BY THE TOWN

The Town shall pay professional dues for bargaining unit employees in certain professional organizations when deemed beneficial to the Town up to one hundred and twenty five dollars (\$125) per fiscal year per bargaining unit employee. The bargaining unit employee must request the Town to pay the dues to the organizations. The following are the guidelines that will be used in the Town's decision as to whether or not certain organizations are eligible under this provision:

- The activities of the organization are those which assist the bargaining unit employee in obtaining training and/or providing better service to the citizens of Readfield;
- The organization's activities are those which specialize in the bargaining unit employee's primary area of work;
- The organizations do not in any way advocate the welfare interests of employees.

ARTICLE 27 - PUBLIC AND EMPLOYEE RELATIONS:

Receipt of Gifts:

A Town employee is prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loans, 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 non-performance of the employee's official duties. Acceptance of nominal gifts, such as food and refreshments in the ordinary course of business meetings, or promotional materials such as pens, notepads and calendars is permitted.

Business Activities and Solicitations:

No Town employee shall engage in any personal business activities during regular scheduled working hours. Personal phone calls, cellular phone calls or electronic mail communication shall be kept to an absolute minimum and only on breaks from regular work hours. No personal toll calls may be made during regular work hours except in the case of an emergency.

Confidentiality:

Town employees having access to confidential information pertaining to persons or property in the Town shall not use this privileged information to the employee's private advantage or to provide others with private advantages. The Town Manager, his/her designee, or department head is responsible for releasing information required under the Freedom of Access Act or "Right To Know" law, Title 1 M.R.S.A., Sections 401 – 410.

ARTICLE 28 - HEALTH INSURANCE BENEFITS

Section 1 – Health Insurance

The Town shall provide all bargaining unit employees with 100% paid medical insurance with coverage and benefits under the MMEHT POS 200 plan to all eligible employees. If requested by the bargaining unit employee, medical and/or dental coverage for the dependents of this category of employees may be included on the Town's policy at the employee expense.

Town will establish an employee account in the amount equal to the maximum out of pocket requirements for this plan to be paid towards the out of pocket maximum associated with the POS 200 plan. The Town will maintain this amount for each employee yearly. If the employee

wishes to use the MMEHT POSC plan they will be responsible to pay any fee difference above the POS 200 plan.

Section 2 - Dental Insurance

The Town shall pay and provide the full cost of employee coverage dental plan.

Section 3 - Income Protection

The Town shall offer all bargaining unit employees who meet the insurer's eligibility requirements the opportunity to enroll in a short-term disability income Protection Plan (IPP will cover benefits up to 70% of an employee's salary.)

Section 4 – Life Insurance:

The Town shall provide each bargaining unit employee with term life insurance equal to the employee's annual projected wages, without consideration of overtime, rounded down to the nearest thousand dollars.

Section 5 - Cash in Lieu of Insurance

Any bargaining unit employees may take the option of having the Town provide cash in lieu of insurance coverage upon proof of their enrollment in an alternate medical and/or dental insurance plan at a rate of one-half (50%) of the cost of enrollment in the Town's plan. Such reimbursement shall be paid monthly.

Section 6 - Vision Plan

The Town will implement the MMEHT or an equivalent plan vision plan. The Town will pay one hundred percent (100%) of the monthly premiums towards single coverage for employees.

ARTICLE 29 – PERSONNEL FILES

There shall be only one (1) personnel file for each employee. The file shall be kept under conditions that insure its integrity and safekeeping. The Town Manager shall be responsible for maintaining each employee's personnel file. No other personnel file shall be maintained.

An employee may request from the Town Manager or the Town Manager's designee a review of his/her personnel file. Each employee shall have prompt access to their personnel file and the right to copy documents contained therein during normal work hours, under the supervision of the Town Manager or the Town Manager's designee. Select Board will have access to the index of the employee's personnel file, in the presence of the Town Manager or his/her designee, for the purpose of reviewing the file prior to any grievance step involving the Select Board. An employee shall be afforded the right to permanently attach a response to any document in their personnel file so long as the Town Manager is present.

No document, letter, recommendation or performance review shall be placed in any employee's personnel file unless the affected employee is given a copy of same. Said copy shall be provided/mailed to the employee at the same time it is placed in the personnel file. Anonymous or un-attributed material shall not be placed in the personnel file.

By mutual consent between the employee and the Town Manager, any item contained in an employee's personnel file may be removed. The index will reflect dates of removal of any document. All bargaining unit employee's files must be kept securely at the Town Office.

ARTICLE 30 - STORM DELAYED OPENINGS AND EARLY CLOSINGS:

The Town Manager may delay employees reporting to work due to inclement weather or may excuse employees from continuing to work to the end of the employee's normal workday. ~~When the State of Maine offices in Augusta are delayed or closed it is understood that the Town offices will also be delayed or closed. This provision does not apply to the Town's Maintenance Personnel;~~ If the Town chooses to voluntarily close any facility or service on part of a scheduled day due to a storm closure either as a full day, delayed opening or early release, the Town agrees to pay regular hourly wages **to employees affected by the closure** for those pre-scheduled hours. **Any employee required to work during a storm closure shall receive double time pay or compensatory time for all hours actually worked** ~~however the Town's Maintenance Personnel shall receive compensatory time equal to the hours that the Town Hall has a delayed opening or a closure. When a closure or delay or early closure to a workday occurs, the employees affected shall receive their normal scheduled day's pay.~~ A delayed opening or early closure should be announced on local radio stations and on the Town's website. The Town Manager may contact employees via telephone or their email address for delayed openings or for early closures. Employees anticipating a delayed opening must call the Town Manager within one hour of scheduled starting time if they have not already been contacted. **An employee who feels unsafe driving to and from work during an inclement weather event, when the Town**

offices remain open, may opt to use their vacation time , compensatory time or unpaid time during an inclement weather event to cover their regular schedule hours

ARTICLE 31 – WAGES

Employee shall be paid every other Thursday. If a payday falls on a holiday, the employees shall be paid the preceding workday.

Effective July 1, 2020 **2023** the pay scale shall be as follows:

classification	current	7/1/2023	7/1/2024	12/31/2024
		8%	5%	wage reopener
Transfer Station Manager	\$18.16	\$19.61	\$20.59	wage reopener
Transfer Station Attendant	\$15.79	\$17.05	\$17.91	wage reopener
Maintenance	\$19.44	\$21.00	\$22.04	wage reopener
Collection Clerk /Board Secretary	\$18.08	\$19.53	\$20.50	wage reopener
Financial Officer	\$27.54	\$29.74	\$31.23	wage reopener
General Services	\$19.10	\$20.63	\$21.66	wage reopener

*** The parties agree to begin negotiation for the wage reopener no later than November 1, 2024.**

Stipends shall be as follows:

Animal Control Officer ————— \$3,000 Annually

Safety Officer \$500 Annually

Cell Phone:

Any employee who is required to utilize their personal cell phone for Town communications shall be paid a twenty-five dollars (\$25) monthly stipend for the duration of the requirement.

A merit bonus system based on the Town’s current 14 ratings annual employee evaluation system shall be instituted July 1, 2020 with the first bonuses earned payable in first full pay

period after July 1, 2021 and annually thereafter. The Town Manager shall complete annual reviews of the preceding year's performance by January 15th of each year.

The evaluation form is based on a maximum of 70 available points. A merit bonus for a superior performance level of 50 to 59, points 1.5% of employee's wages shall be paid. A merit bonus for an outstanding performance level of 60 to 70 points of 3% of employee's wages shall be paid. (Example = (base wage x weekly schedule hours x52) x merit.

If an employee receives 49 points or less, they shall be given an opportunity to improve their score with an interim evaluation at six months. If they receive a merit bonus qualifying score, they will earn a bonus equal to 50% of the bonus level achieved.

New employees must complete one full year of service prior to becoming eligible for a merit bonus based on their second full year of performance.

Management may only change or modify the evaluation system for the duration of this contract under mutual agreement with the union.

ARTICLE 32 - GRIEVANCE PROCEDURE

Section 1- The purpose of this Article is to establish a procedure for the settlement of grievances between the employees, the Union and the Employer.

Section 2 - A "grievance" is any dispute, controversy or complaint arising out of or concerning the interpretation or application of the terms of this Agreement or work rule. Time limits may be extended only with the written consent of the Employer and the Union. When a grievance involves an employee, the employee shall be entitled to a Union representative and it shall be settled as follows:

STEP 1: If an employee has a grievance, the employee, accompanied by a Union representative shall present the grievance in writing to the Town Manager or her/ his designee who shall, within ten (10) working days, of the date of the grievance or employee's knowledge of its occurrence discuss the grievance with the employee and the Unit Chair and/or a Union official. Within ten (10) working days of the discussion of the grievance, the Town Manager or her/ his designee shall render a decision in writing stating all reasons for his/her decision.

STEP 2 - If a satisfactory settlement is not made of the grievance in Step 1, the Union shall, within ten (10) working days after receipt of the answer in Step 2 is due, present the grievance in writing to the Select Board Chair who shall, within ten (10) working days, schedule a meeting as soon as possible in executive session to discuss the grievance with the employee and the Unit

Chair and/or a Union official. The Employer recognizes that proper notice of Step 2 and other grievance meetings is a necessary component of timeliness, and that the Union has a right to sufficient time to prepare its case(s). The Employer agrees that all Unit Chair and grievant(s) involved in grievance step meetings will be notified by the Employer in writing of the time and place of the grievance hearing at least three (3) working days in advance. The Employer will schedule grievance meetings in order to facilitate efficient attendance and witness availability.

Within ten (10) working days of the discussion of the grievance, the Select Board shall render a decision in writing stating all reasons for their decision.

STEP 3 - If the grievance is not resolved herein above, the Union may submit the grievance to binding arbitration within sixty (60) days after the response to Step 2 is due. The Union shall notify the Employer of its intent to seek arbitration. The Union shall notify the Labor Relations Connection requesting an arbitrator from Maine or adjoining states. The parties as well as the aggrieved employee, if any, shall be bound by his/her award. Should either party default in appearing, the arbitrator may proceed to hear the case and render an award which shall be final and binding. Questions of arbitrability shall be decided by the arbitrator.

Section 3 - The parties shall split the cost of the Labor Relations Connection, the arbitrator and the hearing room. Each party shall bear the costs of their own witnesses and counsel.

Section 4 - At either party's request, a stenographic record or recording of the arbitration hearing may be made, the cost thereof to be borne by the party making the request unless the other party wants a copy. In such event, both parties shall equally share the cost of all the transcript(s).

Arbitration Act, Title 14 M.R.S.A., 5927 et seq. and the decision reached by the Arbitrator shall be binding on the parties.

Neither the Town Manager nor the Select Board nor any Town official or employee shall take any retaliatory action against any employee who has used or who is expected to use this grievance procedure.

ARTICLE 33 - NO STRIKE PROVISION

The Union, Local 2011, Council #93, AFSCME- affirms that it will not engage in a strike or work slowdown, nor shall it cause, condone, encourage or instigate a strike or work slowdown against the Town of Readfield, Maine, nor will it assist or participate in any strike; nor shall it impose upon its members any obligation to assist, conduct, or participate in such a strike.

ARTICLE 34 – RETIREMENT

Employees hired prior to July 1, 2015 shall be covered under this “grandfather clause” as follows: ~~The Town shall contribute a percentage of each bargaining unit employee’s wages to an Internal Revenue Service qualified retirement fund on behalf of bargaining unit employees for currently enrolled employees as follows:~~

Employer’s _____ Employer will match up to an additional
Contribution _____ % of the Employee’s contribution
_____ as follows: _____

- ~~10 + years of service~~ _____ ~~6%~~ _____ ~~3%~~

~~For Employees hired after July 1, 2015 who have completed their probationary period the Town shall match up to five (5 %) percent of each bargaining unit employee’s wages to an Internal Revenue Service qualified retirement fund on behalf of bargaining unit employees.~~

The Town agrees for each Employee, who has completed their probationary period, the Town shall contribute six (6) percent of each bargaining unit employee’s wages to an Internal Revenue Service qualified retirement fund on behalf of the bargaining unit employee.

In addition to the six (6) percent the Town will match up to an additional three (3) percent of the employee’s contribution to an Internal Revenue Service qualified retirement fund.

ARTICLE 35 - DISCIPLINE AND DISCHARGE

The Town will not discipline, discharge or suspend any employee without just cause.

The Town agrees to follow principles of progressive discipline with the general steps including verbal reprimand, written reprimand, suspension with pay, suspension without pay and discharge.

Verbal Reprimand: For most first-time occurrences of performance or behavioral problems, the Town Manager shall discuss the matter with the employee, and orally inform the employee that the employee has received a verbal reprimand. There shall be a letter stating that a verbal reprimand has been issued placed within the employee’s personnel file for a period of six months. Should there be no further disciplinary actions within the six months; the letter shall be removed from the personnel file.

Written Reprimand: The Town Manager shall discuss subsequent occurrences of performance or behavioral problems with the employee, and shall thereafter, if warranted, issue a written reprimand to the employee a copy of which shall be placed in the employee's personnel file within thirty-six (36) hours. Should there be no further disciplinary actions within one (1) year; the letter shall be removed from the personnel file.

Suspension With or Without Pay: When, after receiving either a verbal or written reprimand, an employee persists in unsatisfactory performance or behavior, or when serious misfeasance, malfeasance or nonfeasance has occurred, the Town Manager may suspend an employee with or without pay for not more than ten (10) consecutive working days. Any bargaining unit employee who is suspended without pay shall be given a "Loudermill" hearing prior to being placed on unpaid leave or suspension. Vacation and sick leave accruals and health insurance coverage and Town payments shall not be affected by suspension with or without pay. The Town Manager shall provide the affected employee who is suspended with or without pay the reasons in writing for taking such action and a copy of the written reasons shall be timely placed in the employee's personnel file. Should there be no further disciplinary actions within eighteen (18) months; the letter shall be removed from the personnel file.

Dismissal for just cause: When previous disciplinary actions have been unsuccessful in changing the unsatisfactory performance or in instances of gross misconduct, the Town Manager shall conduct a "Loudermill" hearing prior to dismissing the employee. The Town Manager shall provide the reasons in writing for taking such action and a copy of the reasons shall be timely placed in the employee's personnel file and concomitantly mailed or given to the dismissed employee.

APPEALS:

A disciplined employee may appeal any disciplinary action in accordance with the grievance procedure.

ARTICLE 36 - GENERAL RULES

SMOKING PROHIBITED:

Smoking, E -Cigarettes or Tobacco products is prohibited in all buildings and on all grounds ~~except in designated areas,~~ owned, leased or otherwise used by the Town.

DRUGS AND ALCOHOL:

The Town of Readfield has a zero tolerance policy for the possession, use or distribution of illegal drugs (including prescription drugs for which the employee does not have a prescription), or alcohol for its employees in the workplace. The possession, use, showing up to work under the influence of, or distribution of illegal drugs (including prescription drugs for which the employee does not have a prescription), or alcohol is prohibited in the workplace and the work area and is cause for dismissal.

USE OF TOWN HEAVY EQUIPMENT:

No employee shall operate the Town's owned or leased heavy equipment unless the employee has been appropriately trained, licensed and/or certified in the use of the heavy equipment and the Town Manager or designee has certified in writing that the employee is knowledgeable in the proper operation of the heavy equipment. The employee shall maintain such licenses and/or certifications and the Town shall pay for such training necessary to maintain the licenses, and/or certifications. Town equipment shall not be used for personal projects.

LOSS OF JOB AS A RESULT OF LOSS OF LICENSE OR CERTIFICATION:

If an employee in a specific position is required to possess a valid license and/or class of license or certification, then it shall be a condition of employment for the employee to maintain such license and/or certification. Failure to maintain such license and/or certification may result in job loss or reassignment to an alternative position. The cost of an employee's license or certification required as a condition of employment and the cost of an employee's taking courses, seminars or workshops to renew the license or certification and that is used solely for work for the Town of Readfield shall be reimbursed to the employee by the Town. Any such loss of license must be reported to the Town Manager within 24 hours of the next work day.

ARTICLE 37 – TIME KEEPING

Accurately recording time worked is the responsibility of each hourly employee. Federal and State laws require the Town of Readfield to keep an accurate record of time worked in order to calculate employee wages. Time worked is the time actually spent on the job performing assigned duties.

Each employee shall accurately record the time they begin and end their work. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work shall be performed only with prior approval from the Town Manager or his/her designee.

Altering, falsifying, tampering with time records or recording time on another employee's time record shall result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to sign his/her time record to certify the accuracy of all time recorded. Time records shall be countersigned by the employee's supervisor.

ARTICLE 38 - SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE 39 - TERMINATION

This Agreement shall be effective as of the first day of July ~~2023~~ and shall remain in full force and effect until ~~June 30, 2023~~ **December 31, 2025**. The Contract shall be automatically renewed for succeeding one-year periods unless either party shall notify the other to renegotiate at least one hundred twenty (120) days before ~~June 30th~~. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands this day of _____. TOWN OF READFIELD

FOR THE TOWN

FOR THE UNION

Dennis Price - Chief Negotiator

Sylvia Hebert- Chief Negotiator
AFSCME Staff Representative

Eric Dyer
Town Manager

Ben Rodriguez - Unit Chair
AFSCME negotiating team

OTHER BUSINESS

**WARRANT AND NOTICE OF ELECTION
CALLING REGIONAL SCHOOL UNIT NO. 38
BUDGET VALIDATION REFERENDUM
(20-A M.R.S. §1486)**

TO: Donna Foster, a resident of Regional School Unit No. 38 composed of the Towns of Manchester, Mount Vernon, Readfield, and Wayne, State of Maine.

In the name of the State of Maine, you are hereby ordered to serve upon the municipal clerks of each of the municipalities within Regional School Unit No. 38, namely, the Towns of Manchester, Mount Vernon, Readfield, and Wayne, an attested copy of this warrant and notice of election. Service shall be in hand within three (3) days of the date of this warrant and notice of election. The municipal clerks of the above municipalities shall immediately notify the respective municipal officers. The municipal officers shall meet forthwith and countersign this warrant and notice of election. The municipal officers shall provide below for the respective municipal clerks to post or have posted this warrant and notice of election.

**TOWN OF READFIELD
REGIONAL SCHOOL UNIT BUDGET VALIDATION REFERENDUM
WARRANT AND NOTICE OF ELECTION**

Kennebec County, ss.

State of Maine

TO: Kristin Parks, Town Clerk of Readfield: You are hereby required in the name of the State of Maine to notify the voters of this municipality of the election described in this warrant and notice of election.

TO THE VOTERS OF READFIELD:

You are hereby notified that the Regional School Unit budget validation referendum election will be held at the Kents Hill School, Alford Athletic Center, 1617 Main Street, in the Town of Readfield on Tuesday, June 13, 2023 for the purpose of determining the following referendum questions:

Question 1A: To choose a moderator to preside at said meeting

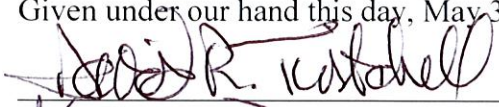
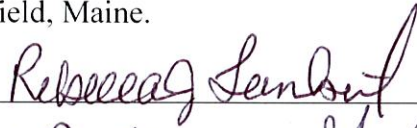
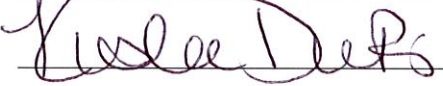

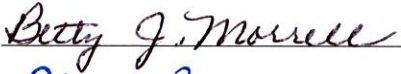


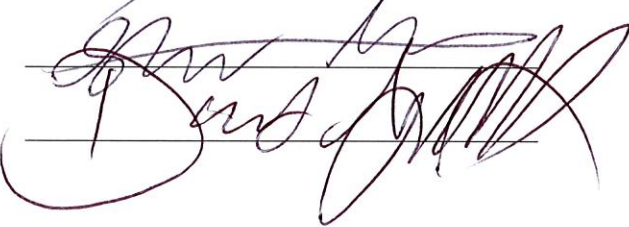
Question 1: Do you favor approving the Regional School Unit No. 38 budget for the upcoming school year that was adopted at the latest Regional School Unit budget meeting?

The polls must be opened at 8:00 a.m. and closed at 8:00 p.m.

The Registrar of Voters shall hold office hours while the polls are open to correct any error in or change a name or address on the voting list; to accept the registration of any person eligible to vote and to accept new enrollments.

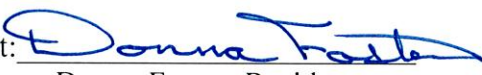
A person who is not registered as a voter may not vote in any election.

Given under our hand this day, May 3, 2023 at Readfield, Maine.

 _____	 _____
 _____	 _____
 _____	_____
 _____	_____
 _____	_____
 _____	_____

A majority of the School Board of Regional School Unit No. 38

A true copy of the Warrant and Notice of Election, attest:


Donna Foster, Resident
of Regional School Unit No. 38

Countersigned this _____ day of _____, 2023 at Readfield, Maine.

_____	_____
_____	_____
_____	_____

A majority of the municipal officers of the Town of Readfield

A true copy of the Warrant and Notice of Election, attest:

Kristin Parks, Town Clerk
Town of Readfield