

AGENDA
MEETING OF THE OGUNQUIT SELECT BOARD
TUESDAY, FEBRUARY 19, 2019

WORKSHOP - 5:30PM

1) *Committee interviews - Budget Review Committee*

1.0 CALL TO ORDER - 6:00PM

1.1 Roll Call of Members

1.2 Pledge of Allegiance

1.3 Select Board Minutes - January 29, 2019

1.4 Select Board Minutes - February 5, 2019

2.0 PUBLIC HEARINGS: LIQUOR AND AMUSEMENT LICENSES - *None*

3.0 PRESENTATIONS, PROCLAMATIONS, RESOLUTIONS & COMMUNICATIONS

4.0 APPOINTMENTS & RESIGNATIONS

4.1 Committee Appointments

a. *Budget Review Committee (2nd Alternate)*

4.3 Accept Resignation of Town Tax Collector John Quartararo - Effective 3/1/2019

4.2 Appointment of Patricia Finnigan as Tax Collector/Treasurer- Effective 3/1/ 2019

5.0 UNFINISHED BUSINESS - *None*

6.0 TOWN MANAGER'S REPORT

7.0 NEW BUSINESS

7.1 Consideration of the Police Contract: July 1, 2018 - June 30, 2021

7.2 River Road Repairs: Authorization to Use Natural Disaster Relief CIP Fund

9.0 CITIZEN COMMENTS (For Town topics not on the Agenda)

The Select Board welcomes public comments and questions about Town-related issues that are not on the agenda. We ask that people keep comments on point and within 3 minutes.

10.0 OTHER BUSINESS

10.1 Select Board Reports and Announcements

11.0 ADJOURNMENT

***** Break *****

WORKSHOP



COMMITTEE
INTERVIEWS

TOWN OF OGUNQUIT, MAINE

Town Clerk's Office

TOWN CLERK'S OFFICE

on September 11, 2018
at 10:35 am

23 School Street, PO Box 2122, Ogunquit Maine 03907

Telephone: (207) 646-9546 Fax: (207) 646-5920

Rec. by Jolene Lepley
Town Clerk
Barbilly

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

- New
- Re-Appointment
- Appointment from Alternate to Full Member

PLEASE ANSWER ALL QUESTIONS ON THE FORM

NAME: Peter J Kahn

RESIDENCE 3 Tern Street, Ogunquit, ME 03907

MAILING (if different) Ogunquit, ME 03907

E-MAIL ADDRESS PHONE: (Home) (Work)

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

- | | |
|--|---|
| <input type="checkbox"/> Board of Assessment Review | <input type="checkbox"/> Parks & Recreation Committee |
| <input type="checkbox"/> Cable TV Regulatory Commission | <input type="checkbox"/> Performing Arts Committee |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Harbor Committee | <input type="checkbox"/> Recycling Committee |
| <input type="checkbox"/> Heritage Museum Committee | <input type="checkbox"/> Shellfish Conservation Commission |
| <input type="checkbox"/> Historic Preservation Committee | <input type="checkbox"/> Zoning Board of Appeals |
| <input type="checkbox"/> Marginal Way Committee | <input checked="" type="checkbox"/> Other Budget Review - Alternate |

RELATED EXPERIENCE (Including other Boards/Commissions)

I am a Certified Public Accountant licensed in 4 states

I am currently a member of the Board of Assessment Review; also was a member of the Comprehensive Plan

I am a: (check those that apply)

- Year-round Resident
- Summer Resident
- Ogunquit Property Owner
- Registered to Vote in Ogunquit

SPECIFY REASON FOR APPLICATION TO THIS BOARD:

I believe my financial background would be of benefit to the Board

I have have not attended at least two (2) meetings of the Board for which application is being made. I agree to attend all meeting, except in the case of sickness or emergency, and will advise the Chairperson when I am unable to attend, if appointed

Peter Kahn
Signature of Applicant

9/10/18
Date



Appointments
&
Resignations



MUNICIPAL OFFICES
 23 SCHOOL STREET • P.O. BOX 875
 OGUNQUIT, MAINE 03907-0875
 Website: www.townofogunquit.org
 E-mail: info@townofogunquit.org
 (207) 646-5139 General Offices
 (207) 646-9326 Land Use
 (207) 646-9546 Town Clerk
 (207) 646-5920 Fax

Certificate of Appointment

In accordance with Article III, Section 310.2 of the Charter of the Town of Ogunquit, the undersigned municipal officers of the Town of Ogunquit do hereby vote to appoint and confirm:

 Peter Kahn as a Budget Review Committee -

Dated: _____
 Term Expiration: _____

OGUNQUIT SELECT BOARD

 John M. Daley

 Richard A. Dolliver

 Madeline S. Mooney

 Charles L. Waite, III

 Robert N. Winn, Jr.

State of Maine
 County of York, ss _____, 2019

Personally appeared the above named Peter Kahn , who has been duly appointed and confirmed as a Budget Review Committee - in said municipality and took the oath necessary to qualify for office and perform the duties thereof for the above-stated term according to law.

Before me,

 Christine L. Murphy, Town Clerk
 Jo Anne Lepley, Deputy Town Clerk

February 14, 2019

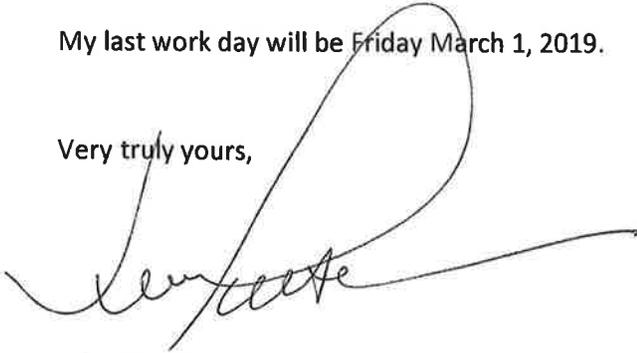
Pat Finnigan, Town Manager
Town of Ogunquit
PO Box 875
Ogunquit ME 03907-0875

Dear Ms. Finnigan:

This letter will serve as my notice of resignation as Treasurer for the Town of Ogunquit.

My last work day will be Friday March 1, 2019.

Very truly yours,

A handwritten signature in black ink, appearing to read "John Quartararo", with a large, stylized loop at the top and a long horizontal stroke extending to the right.

John Quartararo

OGUNQUIT

Beautiful Place by the Sea

Certificate of Appointment

In accordance with Article III, section 310.1 of the Charter of the Town of Ogunquit, the following appointment was voted at the Select Board Meeting held on:

February 19, 2019

Patricia A. Finnigan

was appointed to serve at the will and pleasure of the Select Board as

Tax Collector – Treasurer, Effective March 1, 2019

for a term ending as of Indefinite

Dated: February 19, 2019

OGUNQUIT SELECT BOARD

Charles Waite, III, Chairman

John Daley, Vice Chairman

Richard Dolliver, Member

Madeline Mooney, Member

Robert Winn, Jr., Member

Original to: Town Clerk

Copies: Appointee



New Business

Agreement Between
The Town of Ogunquit
and
Teamsters Local Union No. 340
for the
Ogunquit Police Department
Patrol Officers and Sergeants Units
July 1, 2015-2018 To: June 30, 20182021

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- B Wage Schedule
- C Memorandum of Understanding: Physical Fitness, Health & Safety Team

ARTICLE 1- PREAMBLE

- 1.1 Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26, as enacted by the Maine Legislature in 1969 and as amended, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law", this Agreement is made and entered into by and between the Town of Ogunquit, herein referred to as the TOWN, and Teamsters Local Union No. 340, herein referred to as the UNION.

ARTICLE 2 - RECOGNITION AND NON-DISCRIMINATION

- 2.1 The Town of Ogunquit hereby recognizes that Teamsters Local Union No. 340 is the sole and exclusive bargaining representative of all regular Police Officers within the Department, including Patrol Officer, Corporal, Sergeant, and Detective positions, for the purpose of bargaining for wages, hours of work and working conditions. This Agreement shall not apply to the Police Chief, Police Lieutenant, clerical or reserves. Employees covered by this Agreement shall have the right to join, or refrain from joining the UNION. No member of the bargaining unit shall be favored or discriminated against, either by the Town of Ogunquit or by the UNION, because of membership or non-membership in the UNION.
- 2.2 The TOWN and the UNION agree not to discriminate against any individual with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, national origin, age or physical handicap except, as any of these factors may be bona fide occupational qualifications or as otherwise permitted by law. Neither shall the TOWN or UNION limit, segregate, nor classify employees in any way to discriminatively deprive any individual employee of employment opportunities because of race, color, religion, sex, sexual orientation, national origin, age or physical handicap. The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 3 - PROBATIONARY PERIOD

All employees covered by this unit shall serve a six (6) month probation as of the date of hire or certification by the Maine Criminal Justice Academy, whichever comes later during which time the employee shall not be entitled to the just cause disciplinary protections (Article 25.1) and grievance protections (Article 22) related to discipline as set forth herein, but all other terms and conditions of this Agreement shall apply.

ARTICLE 4 - DUES DEDUCTIONS, UNION SECURITY AND CREDIT UNION

- 4.1 The TOWN agrees to deduct from salaries money for Union dues upon receipt of individual written authorizations from the UNION. The amounts to be deducted shall be certified to the TOWN by the UNION and the aggregate authorized deductions of all employees shall be remitted monthly to the UNION. In the event that dues are increased, the UNION shall notify the TOWN at least thirty (30) days prior to the effective date of the dues increase. The UNION shall indemnify, defend and hold the TOWN harmless against any claims made, or any suits against the TOWN on account of payroll deductions of said dues. The UNION agrees to refund to the TOWN any

amounts paid in error on account of the payroll deduction upon presentation of proper evidence thereof.

- 4.2 Membership in the Local Union is not compulsory. Neither party shall exert any pressure on, or discriminate against, any employee in regard to choosing whether or not to join the Union, however the Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to Union membership. The terms of this Agreement have been made for all employees in the bargaining unit and not exclusively for members in the local Union. ~~Those employees who choose not to join the UNION shall be subject to the following option, to the extent permitted by law:~~

- ~~(a) Sign a written authorization deduction in the amount of eighty (80%) percent of the UNION dues.~~

- 4.3 All employees who are members of the Union as of the date of this Agreement and all employees who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement. Furthermore, it is recognized that the Union shall have the exclusive right to establish and enforce its own by-laws and nothing herein shall be construed to allow the TOWN to interfere or infringe upon the Union's procedures as they relate to its internal affairs and organizational issues.

- 4.4 The TOWN will provide payroll deductions for the Teamsters Credit Union. In addition, the Town agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to Democratic, Republican, Independent, Voter Education Fund (DRIVE). DRIVE shall notify the employer of said amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Town shall transmit to DRIVE national headquarters, on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 The UNION hereby recognizes that the TOWN shall, except as otherwise specified in this Agreement, retain all rights and authority to manage and direct the operations of the Town departments and working force. The TOWN retains all rights and authority to manage and direct its employees except as otherwise specifically provided in the Agreement. It is recognized by way of illustration and not by way of limitation that such rights and authority include, but are not limited to, the right and authority: to exercise control and discretion over the organization and efficiency of operations of the department, to set standards for service to be offered to the public; to direct the employees of the department, including the right to determine work shifts, assignments of work and overtime; to hire, examine, classify, and evaluate employees; to increase, reduce, change, modify or alter the composition and size of the work force, including the

right to relieve employees from duties because of lack of work or funds or other legitimate reasons; to determine the location, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased; to establish, modify, combine or abolish job positions and classifications; to change or eliminate existing methods of operation, equipment or facilities; to establish, implement and maintain effective safety, health and property protection measures; to create, modify or delete departmental rules and regulations; to contract or subcontract out work; to take necessary action in the event of an emergency; and to establish the mission of the department and its personnel.

ARTICLE 6 - WAGES

- 6.1 All employees whose positions are subject to this Agreement shall be paid an hourly wage pursuant to the wage classification plan attached hereto as Appendix A. Said plan shall be in effect as of July 1, ~~2015~~2018
- 6.2 Current employees (as of the date this Agreement is ratified by the parties) shall be assigned a wage and grade classification, (in accordance with the wage classification plan referenced herein) effective as of July 1, 2015, pursuant to the wage schedule attached hereto as Appendix A.
- 6.3 Annual Wage Increase
- a) Effective July 1, ~~2015~~2018, the wage plan (Appendix B) shall be increased by 1.35%
 - b) Effective July 1, ~~2016~~2019, the wage plan (Appendix B) shall be increased by 0%.
 - c) Effective July 1, ~~2017~~2020, the wage plan (Appendix B) shall be increased by 0%.
- 6.4 For new employees hired after the date this Agreement is ratified, the TOWN reserves the right to assign the initial wage rate (step) and initial leave rate (Article 11.1) based on experience and qualifications. However, any existing employee in the same position with similar qualifications and experience may utilize the grievance procedure herein in combination with Article 6.~~5~~4 below, to seek a step reclassification.
- 6.5 The Police Chief and/or Union may request the Town Manager to increase an employee's step classification or reclassify an employee's job title and wage grade (upward but not downward), Such request shall not be arbitrarily denied.
- 6.6 Annual Step Increase
- Employees shall be entitled to advance one (1) step (up to the step 20 maximum) on ~~the July 1 following~~ the date that they successfully complete their probationary period, and on each successive July 1 during the term of this Agreement.

- 6.7 Employees promoted to a different position at a higher grade shall be assigned to a new step with a minimum five percent (5%) base wage increase using the wage classification plan, (but not beyond the step 20 maximum). Such wage increase shall take effect immediately upon the employee's promotion.
- 6.8 Employees with one hundred twenty (120) months of creditable service to the TOWN who have been classified as a Step 20 for at least ~~twenty-four~~twelve (24)~~12~~ months of creditable service, shall be entitled to a longevity bonus payment of two and fifteen one hundredths percent (2.15%) of their yearly base wage ~~(wage rate in effect times 2,080) (see Appendix A).~~ Employees with one hundred twenty (120) months of creditable service to the Town who have been classified as a Step 20 for at least sixty (60) months of creditable service, shall be entitled to a longevity bonus payment of two and fifteen one hundredths percent (2.15%) of their yearly base wage. Payment shall be rendered in one lump sum to be disbursed in the next pay period, ~~and annually thereafter.~~ Employees otherwise eligible shall not be entitled to longevity bonus payments upon separation.
- 6.9 Employees shall maintain daily time sheets to be used as the basis for determining all compensation periods. Time sheets shall note all work arrival times, departure times, (except for paid breaks) and authorized leaves (using a Town clock). Time sheets shall be signed by the employee and submitted to the Police Chief.
- 6.10 Employees shall not be entitled to receive any wage rate increases, including, but not limited to cost-of-living adjustments (Article 6.3) and step increases (Article 6.6), while serving a probationary period or while on unpaid leave. Upon completion of probation or return to work, said employee will thereafter receive any wage rate increases they would have received if not for the above circumstances.
- 6.11 Employees who are EMT certified shall receive an additional two and one-half percent (~~2.5~~2.5%) per hour as part of his/her base wage rate. (See Appendix B)
- 6.12 Employees who have an Associate's Degree shall receive an educational incentive of ~~\$5~~ \$10 per week on their base pay. Employees who have a Bachelor's Degree shall receive an educational incentive of ~~\$10~~ \$15 per week on their base pay. Employees who have a Master's Degree shall receive an educational incentive of \$15 per week on their base pay. Degrees must be relevant to the employee's employment with the Ogunquit Police Department.

ARTICLE 7 - HOURS AND OVERTIME

- 7.1 The regular work week for employees covered by this Agreement shall be forty (40) hours, Sunday through Saturday.
- 7.2 The Police Chief shall be responsible to determine work shifts and employee schedules to meet the staffing needs of the Ogunquit Police Department. Shifts shall be in increments of 10 hours, however, employees shall be given a minimum of forty-five (45) days written notification of any pending change in shift increments, except in the event of an emergency in which case such time worked shall be considered call-back.

- 7.3 Effective January 1, 2005, Patrol Officer shifts shall be established in three increments per year (Jan-Apr, May-Aug, Sep-Dec), whereby employees shall bid by seniority on shifts desired, except bidding for the Jan-April increment shall be done by inverse seniority. For the purposes of this Agreement, the start date of a new increment shall be the first Sunday of the month. Such bidding shall be posted on the following dates:

November 1st for January

March 1st for May

July 1st for September

- 7.4 Except as otherwise noted herein, all hours worked by employees covered under this Agreement over forty (40) hours in a work week or more than twelve (12) hours per work day shall be paid at a monetary rate of one and one-half (1 1/2) times the employee's hourly rate of pay. For the purpose of this Article, "hours worked" for overtime purposes shall mean only hours "actually worked" and paid time off used on a holiday as listed in Article 12.1. ~~and Hours worked~~ shall not otherwise include leave pay, special duty pay, call-back, etc.

- 7.5 The TOWN agrees to continue the practice of Thursday payday whenever practical. Payday will not be advanced and any lateness due to extenuating circumstances shall not be grieved under the terms of this Agreement.

- 7.6 The TOWN agrees that it shall employ the services of at least one full-time employee to cover shifts at all times in so much as reasonably practical. The Police Chief shall have discretion as to shift coverage for all other staffing needs, except as otherwise noted below in Article 7.6a, provided the TOWN shall not utilize part-time or on-call employees in situations where the use of such staff would otherwise result in the reduction of hours worked by a full-time employee who is able and willing to fulfill a regularly scheduled full-time employee work shift, except in the event of an emergency, in which case the full-time employee who is regularly scheduled and willing and able to work shall suffer no loss of regular pay wages.

- 7.6a In the event there is an opening for a regularly scheduled full-time work shift due to an employee's absence, the Police Chief shall fill that opening with full time employee who has the day off. If a full-time employee with the day off is not available to fill the shift, the opening shall be offered to a Reserve Officer. If the work shift is still unfilled, such work shall be offered to full time employees to work a double shift or a portion thereof, provided however, that in either case the Town reserves the right to prevent employees from being eligible for more than twenty hours of overtime pay per week. If the work shift is still unfilled, the Police Chief may at his/her sole discretion, mandate an employee to report to work as needed (to be paid as call-back) if he/she deems necessary.

Volunteers shall be solicited from an on-call rotation based on seniority. The Police Chief and the unit members shall meet and develop a mutually agreeable wheel rotation.

- 7.7 Employees may be required to work beyond the end of a scheduled shift whenever deemed necessary by the Police Chief for public safety related reasons or as otherwise

set forth in the rules and regulations of the Department. Such time shall be compensated at the base wage rate unless the employee is otherwise eligible for overtime pay as set forth in this Agreement. No employee shall work overtime or be paid an overtime rate unless specifically authorized by the Police Chief or his/her designee.

- 7.8 Except in the case of dire public safety emergencies, overtime shall be restricted to no more than sixteen (16) hours during two (2) days off and/or no more than two (2) double shifts in one regular work week.

ARTICLE 7A - CALL BACK

- 7A.1 Employees shall be expected to be available for emergency call-backs (not including shift coverage) whenever requested to report to work through the dispatch center or when otherwise directed by the Police Chief. Employees who repeatedly refuse call-back duty without good reason may be disciplined.
- 7A.2 Employees who are required to report to work for call-back purposes, which may include mutual aid assistance calls, shall be paid a minimum of three (3) hours at time and one-half of their base wage rates.
- 7A.3 Employees notified at least seventy-two (72) hours in advance of an early work day start or scheduled duty that requires a return to work for staff meetings or training or specific purposes shall not be eligible for call-back pay, but may be eligible for overtime pay, as otherwise set forth herein.

ARTICLE 7B - COURT DUTY

- 7B.1 Employees who are required (or otherwise authorized by the Police Chief) to make off-duty appearances at Court shall receive a minimum of four (4) hours pay at one and one-half (1 1/2) times their normal (base plus longevity) hourly rate of pay for such appearance. Court time shall be defined as any appearance in federal or state court, quasi-judicial hearing, and administrative agency proceeding when the officer appears in his/her capacity as an Ogunquit Police Officer for law enforcement purposes. Court time may also include time spent on affidavits, depositions and consultations with legal counsel or a prosecutor in preparation of a court case. All compensation made by the court shall be turned over to the TOWN and not be retained by the Officer.

ARTICLE 8 - OUTSIDE EMPLOYMENT

- 8.1 No employee shall engage in off-duty employment except upon prior approval of the Police Chief which shall not be unreasonably denied unless such employment interferes with work shifts, impairs the employee's mental or physical work capabilities or otherwise conflicts with the responsibilities incumbent upon a police officer, in which case the Police Chief may deny or revoke any such authorization. Employees who fail to comply with this provision may be disciplined, up to and including discharge.

ARTICLE 9 - SPECIAL DUTY

- 9.1 Employees shall be eligible to work special duty assignments at a pay rate of fifty dollars (\$50.00) per hour or their overtime rate, whichever is higher, with a three (3) hour minimum for any non-patrol assignments for which the Town is compensated by a third party. Such events may include private functions, government projects, security details, traffic control, liquor enforcement, athletic event crowd control, etc. Assignments shall be posted in advance and shall be filled by the Police Chief (or his/her designee) on a voluntary rotating basis by off-duty members of the bargaining unit in so much as possible. During such time as an employee is earning special duty pay, (which shall only be paid by the TOWN), such earnings shall not count towards overtime as hours actually worked and employees shall not be eligible for any other forms of compensation.
- 9.2 Employees performing special duty assignments shall conduct themselves in accordance with the rules and regulations of the Ogunquit Police Department.
- 9.3 Employees shall not individually contract or accept any special duty assignments; and it shall be understood that no employee shall wear any component of an Ogunquit Police Department uniform or represent himself/herself as an Ogunquit Police Officer in the event an employee performs outside employment.

ARTICLE 10 - SENIORITY

- 10.1 Seniority for the purpose of this Agreement shall be interpreted to mean the length of continuous full-time service in the unit only from date of permanent hire. Seniority shall be the sole factor taken into consideration in all matters affecting lay-off and recall, (except as otherwise noted in Article 10A.1). A seniority list shall be posted on the bulletin board by the TOWN within thirty (30) days after the signing of this Agreement. Any objections to the Seniority List, as posted, must be reported to the Town Manager or his/her designee, within twenty (20) days from the date posted or it shall stand as accepted and shall take full force and effect. An employee shall not forfeit seniority while using annual leave or during an approved leave of absence or while out of work on worker's compensation.

ARTICLE 10A — LAYOFFS & LABOR FORCE REDUCTIONS

- 10A.1 In the event the Town determines it is necessary to layoff personnel, employees shall be laid-off (and/or re-assigned) in inverse order of seniority, provided the more senior employee to be retained is qualified for the remaining position(s).
- 10A.2 All employees shall be given a thirty (30) calendar day written notice prior to layoff. In addition, laid-off employees shall be entitled to health and dental insurance benefits as set forth herein through the last day of the next three full months following the effective date of layoff.
- 10A.3 If a member is laid off, he/she shall maintain seniority and recall rights for a period of eighteen (18) months from the date of lay-off. Laid-off employees shall be recalled in reverse order of layoff. Notice of the recall shall be sent by certified mail, return receipt requested, to the last known mailing address of the laid-off employee. It shall be the responsibility of the employee to provide the Town Manager with the employee's

current mailing address. The employee shall have fourteen (14) calendar days from the first attempt by the post office to deliver the certified letter to inform the Town Manager, in writing, of his/her intent.

- 10A.4 Laid off employees shall be given hiring preference for any TOWN vacancies (upon employee application if the TOWN determines the employee to be qualified) for one year as of the date of the layoff.
- 10A.5 If an employee is laid-off, he/she shall be paid all accumulated leave pay in one lump sum as of the effective date of layoff. In the event a laid-off employee is reinstated within eighteen (18) months of layoff, he/she may buy back leave time (up to the amount previously paid) and shall have all previous creditable service restored and shall be immediately eligible to accumulate annual leave as otherwise set forth in Article 24.
- 10A.6 In recognition of the serious impacts and potential hardships that layoffs or a reduction in work hours can impose on affected employees, the Union may request a meeting with the Town to discuss such implications, at which time it may also submit written alternatives to staff reductions.

ARTICLE 11- PAID TIME OFF (PTO)

11.1 The Town shall provide employees with Paid Time Off (PTO) to be used by the employee for vacation, holidays, sick time, or personal time, upon authorization by the Police Chief which shall not be unreasonably denied. However, the Police Chief may deny PTO requests made by an individual employee when such requests result with the employee having greater than 100 unfilled hours of PTO between June 15th and September 30th of each calendar year. Annual leave shall be earned as follows:

- (a) 1-60 months of creditable service @~~1519~~.334 hours per month worked
- (b) 61-120 months of creditable service @~~1923~~.334 hours per month worked
- (c) 121-180 months of creditable service @~~2327~~.334 hours per month worked
- (d) 181+ months of creditable service @~~2731~~.334 hours per month worked.

11.2 Employees may accumulate up to a maximum of eight hundred (800) hours of paid annual leave hours according to the schedule above, ~~Article 11.1~~. Any hours of PTO in excess of 800 hours as of ~~June 30, 2015~~, will be paid out at 100%. ~~Thereafter, employees with accrued PTO hours in excess of 800 hours as June 30 of each subsequent year will be paid out for the excess at 50%. This shall be the only PTO cash-out benefit.~~ PTO may be used in hourly increments and shall be credited on the first day of the month up to the maximum amount.

Employees may, at any time upon two week's written notice submitted to the Police Chief, utilize accumulated leave time as a cash benefit (treated as wages) at a buy-out rate of one hundred percent (100%) for the first one hundred forty four (144) hours two hundred (200) hours in a fiscal year and thereafter at fifty percent (50%), provided the employee has used at least ninety-six (96) hours of paid leave as time-off from work within the previous twelve (12) months. [Note: This section was moved from 11.5]

Town of Ogunquit – Police Unit

- 11.3 Employees shall request PTO from the Police Chief as far in advance as possible, but at least seventy-two (72) hours prior to the leave, except in the case of unforeseen illness or emergencies, in which case employees shall notify the Police Chief prior to the start of the work day or as soon thereafter as reasonably practicable. Seniority will be a deciding factor if more than one employee requests the same time.
- 11.4 The Town reserves the right to require employees to provide a doctor's note (at the employee's own expense) to verify any instances of leave in excess of forty (40) hours per calendar month whenever such leave has not been pre-approved by the Police Chief.
- 11.5 If an employee dies while employed with the Town, the employee's accrued leave shall be paid to the estate.

ARTICLE 11- BEREAVEMENT

- 11A.1 In the event of death of a spouse domestic partner or child of an employee, the employee shall be granted five (5) days leave of absence with full pay to make necessary arrangements and to attend the funeral. In the event of death of an employee's mother, father, grandparent, brothers, sisters, step--brothers, step-sisters, mother/father in law, grandchild, and or step parents, the employee shall be granted three (3) days leave of absence with full pay.

ARTICLE 12 - HOLIDAYS

- 12.1 All employees will receive ~~eight~~ ten (108) hours pay-leave for each holiday listed below on the respective date of the hHoliday; which cannot accrue past June 30th of each year. All unused holiday leave time will be paid out at 100% on June 30th of each year, or the closest corresponding pay period thereafter.- Employees whose regularly scheduled work shift begins on the following holidays shall be entitled to compensation at a rate of time and one-half of their base hourly wage rate for all hours actually worked:

New Year's Day (January 1)
Martin Luther King Jr. Day (State of Maine Observance)
President's Day (State of Maine Observance)
Patriot's Day (State of Maine Observance)
Easter Sunday (Per Christian Religion Protocol)
Memorial Day (State of Maine Observance)
Independence Day (July 4)
Labor Day (State of Maine Observance)
Columbus Day (State of Maine Observance)
Veteran's Day (November 11)
Thanksgiving Day (Last Thursday in November)
Christmas Day (December 25)

- 12.2 Employees who are not scheduled to work on the holidays noted above, but are authorized (or required) to work overtime shall be entitled to double time for all hours actually worked on that holiday, with a four (4) hour minimum, in lieu of call-back pay.

ARTICLE 13 - FMLA & NON-ADMINISTRATIVE UNPAID LEAVE

- 13.1 Under the Family and Medical Leave Act of 1993, employees shall be eligible for leave as set forth herein without a loss of benefit eligibility or a change in position, provided that unpaid leave shall require the employee to make any insurance plan contributions prior to the 15th day of the month preceding the benefit month.
- 13.2 Employees must give the Police Chief at least a thirty (30) day written notice whenever possible if leave is to be requested under FMLA, otherwise written notice shall be given as soon as practicable.
- 13.3 Once an employee has exhausted his/her FMLA, the TOWN reserves the right to decide against reinstating any employee who is unable to return to work, unless:
- (a) A previous agreement to the contrary was reached at the time a leave of absence was granted; or
 - (b) The employee has available leave time remaining; or
 - (c) Mitigating circumstances arise beyond the control of the employee.
- 13.4 Employees may, with prior written approval of the Town Manager, be granted an unpaid leave of absence of no more than six (6) months for compelling and urgent personal reasons. During such time employees shall not be entitled to any TOWN paid benefits or creditable service earnings, (unless otherwise prescribed by FMLA), but they may continue to receive insurance benefits through the TOWN at their own cost.
- 13.5 Employees accepting full-time employment elsewhere while on FMLA or non-administrative unpaid leave may be disciplined, up to and including discharge.
- 13.6 A maximum of twelve (12) weeks leave (which does not have to be continuous) shall be authorized during any twelve (12) month period for the birth and first year care of a child; the adoption or foster placement of a child in the employee's home; a serious medical condition of the employee's spouse, same-sex domestic partner, child or parent; or the employee's own serious medical condition. The TOWN shall require an employee to provide a doctor's written verification at the employee's expense as documentation that the conditions by which the leave was granted are applicable.

ARTICLE 14 - MISCELLANEOUS COVENANTS

- 14.1 Wherever this Collective Bargaining Agreement refers to Police Chief or Town Manager, it shall be understood that such terms shall include a lawful designee acting in the place of the Police Chief or Town Manager, including, but not limited, to duly appointed Supervisors.
- 14.2 Employees may voluntarily accept light duty assignments (if available) while recovering from a non-work related medical condition or after a worker's compensation administrative leave period has expired at a pay rate commensurate with that position as a means of maintaining their status as a TOWN employee and continuing benefit

eligibility, creditable service in their regular grade, etc. The employee may elect to use accrued annual leave to make-up the difference in lost wages that he/she would have otherwise earned.

14.3 The parties agree that each shall be given the opportunity to request a meeting with representatives of the other party to discuss the provisions of this Agreement or other issues relating to working conditions. Although amendments to this CBA may be proposed and negotiated, neither party shall be obligated to accept any changes to this CBA unless mutually agreed to.

~~14.4 Any time an employee spends marching in parades, funeral details or other such non-official duties that take place outside of the work shift shall be strictly on a voluntary basis with no compensation.~~

14.5.4 All employees shall furnish the Police Chief with all written and official documentation within seventy-two (72) hours in the event they are arrested, arraigned or summonsed for any criminal offense. Such paperwork shall become a part of that employee's personnel file unless documentation is provided that the charges have been dropped or the employee is found not guilty by a court in which case all records related thereto shall be purged. Any employee that pleads guilty or nolo contendere or is found guilty by a court of any criminal offense shall face disciplinary action, up to and including discharge.

14.6.5 Employees shall, as a condition of employment, maintain a valid Class C driver's license at all times. The Police Chief shall be notified immediately (within 24 hours) in the event a driver's license is suspended or revoked for any reason. The Police Chief may assign non-patrol duties to an employee that is not able to lawfully drive for a maximum of forty (40) hours, otherwise, an employee may be disciplined, up to, and including discharge unless he/she has accumulated leave time available and the reason for the license suspension or revocation is not attributable to criminal conduct.

14.7.6 For the sake of this CBA, a creditable service unit shall be defined as a complete calendar month during which an employee is working for the TOWN on a full-time basis, (40 hours per week or more), to include time spent on FMLA leave, military leave and all forms of paid leave. An interruption or cessation in creditable service shall only take place upon a voluntary reduction in hours, discharge, resignation or unpaid leave not otherwise exempted herein or by law in excess of one hundred twenty (120) hours in any consecutive period.

~~14.8.7 Effective January 1, 2005, employees shall, as a condition of employment, be required to undergo annual testing in accordance with the physical fitness standards established by the Maine Criminal Justice Academy 40th Percentile Standard. Employees who fail an annual test shall be allowed up to two (2) opportunities within a year of the test failure to meet the standards. If an employee hired after January 1, 2000 fails to comply with this Article, the Police Chief may, using his/her sole discretion, discharge the employee for medical reasons or temporarily re-classify the employee's position (at a commensurate pay rate and only if administrative duties are available) for up to six (6) months until these fitness standards are met. Employees hired before January 1, 2000 who fail the test shall be required to undergo retesting every six (6) months, but shall not be subject to discharge for failing to meet the standards. Notices for testing shall be provided by the~~

~~Town at least thirty (30) days in advance. In the event an employee actively working is unable to take the test for medical reasons with written documentation provided by their doctor, an employee shall have six (6) months to reschedule such test at the Town's convenience; otherwise the employee may be discharged.~~ The Town shall contribute up to two hundred fifty dollars (\$250) per fiscal year per employee as a reimbursement towards expenditures that promote their health, wellness and fitness. Reimbursable items include the purchase of a health club membership or durable fitness equipment, as well as yoga or other fitness classes, consultations or services provided by a licensed wellness professional, including nutrition, acupuncture, massage, weight loss, tobacco cessation, etc. Other programs not enumerated here may also be allowed with prior permission from the Town Manager. Clothing and food are not reimbursable. In the event this type of benefit becomes available within the Town sponsored health insurance plan, this benefit would be available only to employees who do not participate in the health insurance plan.

~~14.9 Employees shall, as a condition of employment, be required to reside within thirty-five (35) miles of the Ogunquit Police Station.~~

ARTICLE 15 – WORKERS' COMPENSATION

15.1 ~~Worker's~~ Workers' compensation issues shall be administered in accordance with applicable State laws and regulations.

15.2 During such time as an employee is unable to work due to an accepted ~~Worker's~~ Workers' Compensation injury claim (a claim that has not been disputed or that has been approved following exhaustion of any appeal rights), in addition to compensation paid or payable to the employee under the Workers' Compensation Act, said employee shall receive an amount sufficient to bring them up to full regular base salary (up to a maximum of 40 hours) while they remain on Workers' Compensation and an employee of the Town, for up to two (2) years after the date of injury, provided the employee reports the injury to the Police Chief within twenty-four (24) hours. The employee shall continue to be eligible for all benefits as set forth herein. In the event the claim remains active after twenty-four (24) months, the employee must use earned PTO time to supplement the workers' compensation payments they receive. In the event a qualified physician determines an injury is a recurrence or the result of a relapse of the original injury, the employee must use earned PTO to supplement the gap between Workers' Compensation pay and base salary. Compensation paid by the Town's ~~Worker's~~ Workers' Compensation insurer and supplemented by the Town to the injured employee considered creditable service for seniority and benefit purposes.

Benefits during Disputed Worker's Compensation Claims: Disputed ~~Worker's~~ Workers' Compensation issues shall be administered in accordance with applicable State laws and regulations. During the period that an employee is unable to work due to a ~~Worker's~~ Workers' Compensation injury or illness claim that is in dispute, the employee shall be eligible for Short Term Disability (STD) for up to one (1) year, after a 7 day waiting period during which earned PTO must be used. In addition, while employee remains employed by the Town, employees shall receive an amount sufficient to bring them up to full regular base salary (up to a maximum of 40 hours) for up to the earlier of one (1) year, or until such time that the claim is denied and no

further appeals are pending. If the claim remains unresolved after STD runs out, or STD is denied, employee may use earned PTO up to 40 hours per week, but will no longer be eligible to accrue PTO.

15.3 These provisions shall not apply when the employee's work place injury:

- a) occurs while in the employ of someone other than the TOWN;
- b) is the result the employee's own gross negligence or horseplay;
- c) is a condition that existed prior to being employed by the TOWN.

15.4 An employee determined eligible for Workers' Compensation after 24 months from date of injury, who remains unable to return to work, may then use earned PTO as may be available to supplement Workers' Compensation payments up to a maximum of forty (40) hours per week to maintain their status and other benefits as a Town employee. Alternatively, employee may choose to be paid in accordance with the provisions of Article 24.1 and shall be considered to have voluntarily terminated their status as a Town employee in good standing (unless a claim is otherwise determined to be fraudulent) as if the employee tendered a two (2) week notice. Upon the exhaustion of administrative leave and all other leave benefits as set forth herein, if the employee is still unable to return to work, the employee shall be considered to have voluntarily terminated his/her status as a TOWN employee in good standing (unless a claim is otherwise determined to be fraudulent) as if the employee tendered a two (2) week notice.

15.5 An employee injured at work who fails to promptly report back to work as soon as reasonably possible (in accordance with the work schedule in effect at that time) upon a "fit for duty" medical diagnosis or an employee found to be violating work restrictions of a doctor while employed by someone other than the TOWN while on a Workers' Compensation or STD leave may be disciplined, up to and including discharge.

15.6 The TOWN reserves the right to seek a second opinion and have any employee who is out of work due to a ~~worker's~~ workers' compensation claim evaluated by medical professional(s) of its choice at TOWN expense (including mileage reimbursement) at mutually convenient times.

15.7 The TOWN may require an injured employee to report to work for temporary light duty if such work is approved by a medical doctor, however, light duty assignments will be within the department for which the employee usually works and will not be assigned to employees with the intention of harassing, discriminating or punishing an injured employee.

ARTICLE 16 - INSURANCES

16.1 The TOWN shall indemnify and save harmless (within the limits of the TOWN's insurance, but in no case less than the amount prescribed by the Maine State Tort Act) for loss or damage, all employees from any personal financial loss and expense including reasonable legal fees and costs if any, arising out of any claim, demand, suit or judgment against the indemnified person provided the employee is acting reasonably within the scope of his or her job responsibilities. (Note: the TOWN shall not pay or

reimburse any employee for their personal legal expenses incurred by the use of their own attorney unless ordered by a court or specifically authorized by the Town Manager.)

16.2 The TOWN shall provide employees with a term life insurance policy having a face value of one times an employee's annual pay with additional coverage for accidental death and dismemberment in such amounts as is provided in conjunction with the life insurance coverage. The TOWN shall pay the entire cost of these premiums. It is understood that Life/ADD insurance disbursements shall be made in accordance with the provider's rules. Employees may purchase, pre-tax, additional life insurance coverage at their own expense.

16.3 Effective ~~January 1, 2016~~June 1, 2019 the TOWN agrees to provide ~~the the PPO 500 Allegiant Health Care health~~ insurance policy as provided and available through ~~Maine Municipal Employees Health Trust~~Allegiant Health Care Trust or plans with comparable or better coverage including major medical. The Town shall pay eighty percent (80%) of the premiums of members and dependents and employees shall pay the remaining twenty percent (20%). The employee's co-payment of insurance premiums shall be deducted from an employee's wages before taxes are calculated, in accordance with IRS Section 125. Retirees shall have access to the TOWN insurance program so long as the TOWN's carrier allows such coverage. The TOWN shall have no obligation to the retirees for insurance coverage and is free to change carriers regardless as to whether retirees would be covered.

The TOWN assumes no liability whatsoever regarding providing insurance coverage for retirees and the UNION and the retirees shall hold the TOWN absolutely harmless regarding insurance coverage for retirees.

~~Effective January 1, 2016, the Town will implement a Health Reimbursement Account (HRA) for those in the PPO 500 Plan. The Town will fund the HRA to be used exclusively for annual plan deductibles up to \$500 for single subscribers and \$1,000 for two person and family subscribers.~~

16.3a If an employee has health insurance coverage outside the Town of Ogunquit, the Town shall pay a weekly stipend equal to eighty percent (80%) of the total premium for a single plan. This stipend will be considered income for tax purposes but not for base wage, retirement or overtime pay calculations. The employee must show proof of said coverage a minimum of once per year and at other times as requested. Employees who lose outside coverage due to divorce, death of a spouse or spouse's termination will be allowed back into the Town's insurance plan based upon the plan's requirements and limitations.

16.4 The TOWN shall provide employees with a Small Group Dental Plan II insurance plan through Patriot Mutual Insurance Company or some other similar provider with similar benefits of the TOWN'S choosing. Employees may select a single plan, two person plan, family plan, or make plan changes as necessary depending upon eligibility and in accordance with the provider's rules. The TOWN shall pay ninety percent (90%) of the premiums. Employees shall be allowed to contribute to their costs of such plans on a pretax basis through an IRS approved Section 125 Premium Offset Plan. Employee

contributions shall be made through weekly payroll deductions calculated in fifty-two (52) weekly increments for the period January through December.

- 16.5 The TOWN shall provide employees with a short-term disability insurance policy (income protection plan) that pays seventy percent (70%) of the employee's weekly pay, up to one thousand dollars (\$1,000.00) per week for up to fifty-two (52) weeks in accordance with the provider's rules. The TOWN shall pay the entire cost of these premiums. (Note: Employees determined to be eligible for short-term disability insurance shall be considered to be on an unpaid administrative leave up until twelve (12) months after the disability began. During this period, the TOWN shall reinstate the employee upon medical clearance to return to work. Thereafter, the TOWN may reinstate the employee if a position is available, otherwise the TOWN may discharge the employee for medical reasons of a non-disciplinary nature.) Employee's receiving disability payments may, at their discretion, also receive accumulated leave benefits to make them whole based upon a forty (40) hour work week to maintain active employment status and to continue earning creditable service units and other benefits.
- 16.6 The Town shall provide employees with an IRS Section 401 retirement plan administered through The Hartford and the TOWN will contribute eight percent (8%) of an employee's eligible wages beginning with the first payroll period in the thirteenth month of full-time employment. In addition, the TOWN shall make payroll deductions for any employee that voluntarily contributes to a Section 457 Deferred Compensation Plan in accordance with IRS regulations. The TOWN shall provide for weekly payroll deductions and pay employee authorized contributions on a monthly basis (at no charge to the employee) to any IRS recognized Section 457 provider selected by the employee. The total amount of contribution, however, shall not exceed the maximum amounts allowed by law. Effective July 1, 2005, the TOWN shall provide employees with the option to participate in The Hartford plan at the eight percent (8%) Town contribution rate or employees may elect to participate in the Maine State Retirement System Special Plan#1C pursuant to its rules and regulations. However, in the event the Town is able to enroll in MSRS as of July 1, 2004 upon a good faith application thereto, employees who choose to do so shall reimburse the Town for all 401 retirement plan payments made to The Hartford as of that date.
- 16.7 Beginning July 1, 2004, the TOWN will offer an IRS recognized Flexible Benefit program to include a health care reimbursement plan and a dependent care reimbursement plan. Voluntary participation shall be open to regular full-time employees only. Pre-taxable income contributions shall be made based on fifty-two (52) weekly payroll deductions over the course of a calendar year. Disbursements shall be handled in accordance with federal regulations as determined by the plan administrator.

ARTICLE 17 - BULLETIN BOARD

- 17.1 The TOWN agrees to provide a bulletin board with a side set off for the use of the UNION. The UNION shall limit the posting of notices and bulletins to the board provided and shall limit its use to posting official UNION business.

ARTICLE 18 - UNION STEWARDS

18.1 The TOWN agrees that during work hours on the Town's premises, without loss of pay, providing it does not impose any hardship on the employer and is done within a period of time that will not infringe upon the employer's duties and responsibilities to the TOWN and so long as he/she notifies the Police Chief or the officer in charge, UNION members shall be allowed to:

- a) Post notices;
- b) Distribute UNION literature;
- c) Transmit communications, authorized by the UNION or its Steward, to the TOWN;
- d) Consult with the employer, his representative, and local Union officers concerning the enforcement of any provisions of this Agreement;
- e) Investigate and process grievances, but in no case shall such time exceed a total of two (2) hours per week for investigation, except with permission of the department head; and
- f) Attend negotiating meetings.

ARTICLE 19 - UNIFORMS AND EQUIPMENT

19.1 Each employee shall be issued uniforms and accessories as prescribed by the department head and replace items on an "as needed basis". Requests for replacements shall be made to the Police Chief who shall handle purchasing. Uniforms shall be worn only in places and at times which bear a reasonable relationship to the performance of official duties. The basic parts and equipment are as follows:

Long sleeved shirts	5	Badge, breast	1
Short sleeved shirts	5	Badge, hat	1
Trousers	5	Collar insignia	2 pairs
Cap, regular	1	Name tag	1
Cap, winter	1	Garrison belt	1
Jacket, summer	1	Sam Brown belt	1
Jacket, winter	1	Duty Weapon	1
Raincoat (w/cap protector)	1	Holster	1
Neckties	1	Ammo carrier w/duty ammo	1
Whistle, chain & holder	1	Handcuffs	1 pair
Flashlight	1	Handcuff holder	1
Baton	1	Chemical agent	1
Baton holder	1	Chemical agent holder	1
Body Armor	1	\$300 per year for footwear or Equipment or clothing not listed above.	

19.2 Employees shall dress professionally at all times while representing the Town in any capacity. Accordingly, all gear and clothing, whether Town owned or personal, shall conform to the highest possible standards as may be determined by the Police Chief.

Town of Ogunquit – Police Unit

Employees may wear optional gear (baseball caps, shorts, sneakers, etc.) at their own expense upon prior approval of the Police Chief.

- 19.3 The TOWN shall provide all employees with the necessary tools of the trade and safety gear, as required by law or otherwise required by the Police Chief to perform the essential duties of the position.
- 19.4 All clothing, personal equipment, protective gear, (excluding footwear), tools, communication devices, etc., purchased for an employee shall remain the property of the TOWN. The only exception being items purchased by the employee using the \$300.00 per year for footwear, equipment or clothing not mentioned above from Article 19.1. The items purchased utilizing the \$300.00 mentioned above shall remain the sole property of the employee. In regard to all other items referred to in this Article, ~~As such,~~ it is incumbent upon each employee to properly maintain and care for these materials at all times. All such items provided to employees by the TOWN shall be returned to the TOWN when directed by the Police Chief or upon employment separation. Employees shall be responsible for providing replacements of such items, except for losses attributable to normal wear and tear or incidents beyond the control of the employee, in which case the Police Chief shall authorize replacements on an as-needed basis at TOWN expense.

ARTICLE 20 - COMPLAINTS FROM THE PUBLIC

- 20.1 Any written, signed and dated complaint filed by a citizen or another employee against any regular employee which could result in that incident being recorded in his/her respective personnel file shall be promptly submitted to the employee involved, provided that disclosure of the complaint would not prejudice the TOWN in any future prosecution growing out of the complaint, in which case, the matter shall be treated in accordance with Department procedures for criminal investigations.

ARTICLE 21- SWAPPING OF SHIFTS

- 21.1 The right to substitute (trade-off) shall be permitted provided that permission has been obtained from the Police Chief in advance of the substitution date with the following conditions:
- a) Substitution is done voluntarily by the employees involved;
 - b) Reason for trade-off is for personal reasons and not at the request of the TOWN which shall be considered an assignment;
 - c) Period during which time is substituted and paid back does not exceed twelve (12) months;
 - d) Request to substitute is made in writing, and
 - e) Approval shall not result in any Town liability for payment of overtime wages or any other form of compensation or benefits.

ARTICLE 22 - GRIEVANCE PROCEDURES

Town of Ogunquit – Police Unit

- 22.1 For the purposes of this Agreement, a grievance is defined as any dispute regarding the application, meaning or interpretation of any portion of this Agreement, any alleged violation of this Agreement or departmental regulations.
- 22.2 A member of the bargaining unit or UNION may utilize the grievance procedure hereinafter set forth. If the grievance is heard by the Chief of Police and the Chief of Police is also serving as Town Manager, the grievance process will be moved directly to step (c) after step (a).
- a) The UNION, through an authorized representative and/or a member of the bargaining unit may take up the grievance with the Chief of Police or his/her authorized representative.
 - b) If the UNION and/or member and the Chief of Police have not resolved the grievance within seven (7) calendar days of the meeting with the Police Chief, and the UNION and/or member wish to continue the grievance process, the UNION and/or member shall submit the details of such grievance, in writing, to the Town Manager. Within seven (7) calendar days thereafter, the Town Manager shall meet with the representative of the UNION and/or member for the purpose of attempting to adjust or resolve the grievance. The Town Manager shall render a decision within seven (7) calendar days after said meeting.
 - c) In the event that the decision of the Town Manager rendered pursuant to Paragraph (b) above is not acceptable to the UNION and/or member, either party may, within ten (10) calendar days thereafter, request that the matter be submitted to a single Arbitrator. The Town and the Union will attempt to mutually agree on the selection of an arbitrator within 14 calendar days. If after fourteen calendar days the parties are still unable to select an Arbitrator, either party may request the assignment of an Arbitrator by the Federal Mediation and Conciliation Services.
 - d) In all cases involving a grievance which is submitted to an Arbitrator, the individual or individuals having the grievance shall be required to attend and present his/her or their grievance.
 - e) The Arbitrator shall have no authority to add to, subtract from, or modify any terms of this Collective Bargaining Agreement.
 - f) The Arbitrator's decision shall be binding on all parties.
 - g) The expenses of the Arbitrator and the other expenses of the arbitration shall be shared equally by the parties, except that each party shall bear the cost of preparation and presenting its own case.
 - h) The time limits for the processing of grievances may be extended by written consent of the parties.
 - i) At Step (a) of the grievance procedure, the Chief of Police may act through his authorized representative.

- j) All grievances shall be commenced not later than thirty (30) days after the occurrence of the event giving rise to the grievance, or within thirty (30) days after the time such event became known to the UNION or to the employee or employees concerned, whichever shall be later.
- k) Nothing in this Agreement shall relieve the UNION of its obligations, nor diminish the right of any employee covered hereunder to present a grievance as set forth in Title 26 M.R.S.A. §967.2.

ARTICLE 23 - MEMBER RIGHTS

23.1 Investigation of Police Misconduct. To ensure that investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the Department, the following rules of procedure are established:

- a) The inquiry will be conducted at a reasonable time taking into consideration the working hours of the members and the legitimate interest of the department. The Officer conducting the inquiry shall advise the member that a complaint has been made. The investigating officer shall inform the member of the nature of the alleged conduct which is the subject matter of the inquiry and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being questioned is a witness only, he/she shall be so informed.
- b) In any case in which a Police Officer has been identified as a suspect in a criminal investigation, the so-called "Garrity Warning" shall be given to the member questioned, prior to the commencement of any questioning. The "Garrity Warning" shall be as follows: "Officer _____ you are being questioned as part of an official investigation of the Ogunquit Police Department. You will be asked questions relating to the performance of your official duties and conduct. You are entitled to assert your "Fifth Amendment" rights during the investigation. If you do so, you may be subject to suspension, termination or some other appropriate penalty. If you decide not to invoke the Constitutional privilege, anything said of an incriminating nature may not be used against you in a criminal proceeding."
- c) The inquiry shall be conducted with as much confidentiality as reasonable. The inquiry of a member suspected of violating departmental rules and regulations shall be limited to questions which are related to the member's performance as it relates to the alleged violation.
- d) In all cases in which a member is questioned concerning a serious violation of departmental rules and regulations which if proven, could likely result in his/her removal from the department, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choosing and/or a representative of the UNION before being questioned and his/her attorney and/or representative of the UNION may be present during the questioning.

- e) The taking of a polygraph examination will be voluntary and a member under investigation may be requested and may agree to submit to a polygraph examination.
- f) The inquiry will be conducted without unreasonable delay and the member will be advised of the final outcome of the inquiry.

23.2 Disciplinary Action. Any member charged with a violation of the departmental rules and regulations may request a hearing provided such request is made in writing and delivered to the Chief of Police or his/her authorized representative no more than five (5) days after the member is advised of the charges against him/her. No member shall be dismissed without first being given notice and an opportunity for a hearing whether he/she requests it or not. In the case of a member who has been suspended, the hearing, if requested by the member, shall be held no more than ten (10) days after the date when the suspension began. The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him/her an opportunity to consult legal counsel, conduct an investigation and prepare a defense. The hearing, which shall be before the Chief of Police and/or his/her authorized representative, shall be informal in nature. The member may be accompanied by legal counsel and/or a representative of the UNION. The member shall have the right to confer with his/her representative at any time during the hearing and shall have the right to have his/her representative speak on his/her behalf. Any disciplinary action taken against a member shall be subject to the grievance procedure.

23.3 Personnel Files

- a) Personnel files shall be administered in accordance with the provisions of 26 MRSA 631 and 30-A MRSA 2702 and applicable federal laws.
- b) Employees shall be allowed unfettered access to their personnel files during regular business hours when off-duty. Employees shall be entitled to copies of all such contents at no charge (limited to one copy per year, otherwise charges shall be the customary rates established) at the earliest possible convenience of the record holder. In addition, a member shall have the right to insert a written refutation, dated and signed, to be added to his/her personnel file as an attachment to any material which he/she considers detrimental.

ARTICLE 24 - BENEFITS UPON SEPARATION

- 24.1 Upon employment separation from the TOWN, employees shall be entitled to receive a lump sum payment of their accumulated PTO hours, up to a maximum of four hundred (400) hours.
- 24.2 Except as noted in Article 10A, insurance benefits at TOWN expense shall cease as of the last day of the month on which the employee stopped working. Thereafter continued coverage shall be in accordance with COBRA regulations.

Town of Ogunquit – Police Unit

- 24.3 The TOWN reserves the right to place employees on a two (2) week paid administrative leave in conjunction with a pending separation, whether voluntary or otherwise, during which period the employee shall continue to be eligible for all benefits except wage rate increases.
- 24.4 Except as otherwise specifically noted in this Agreement the TOWN reserves the right to credit re-hired employees with previously earned creditable service, or portions thereof.
- 24.5 In the event of the death of an employee, his/her designated beneficiary (or spouse or estate) shall be entitled to receive payment for unpaid wages and one hundred percent (100%) of accrued PTO time up to the maximum of four hundred (400) hours.

ARTICLE 25 - WORK RULES AND DISCIPLINE

- 25.1 The TOWN may exercise its right to discipline, suspend or discharge an employee only for "just cause" and with respect to "due process".
- 25.2 The Police Chief or Town Manager may bring any violation of this Agreement to the attention of the employee and impose disciplinary action.
- 25.3 Notwithstanding the TOWN's ability to provide verbal counseling to any employee at any time and to document such events as may be necessary, disciplinary action may normally be dispensed in the following manner, although it need not be administered in this order:
- a) oral warning
 - b) written warning
 - c) suspension without pay
 - d) discharge
- 25.4 Disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being administered, taking into consideration an employee's personnel file. The sequence described above need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge, as determined by the Police Chief or Town Manager, subject to the employee's right of appeal in accordance with the provisions of Article 22.2.
- 25.5 All actions of a disciplinary nature shall become a part of that person's personnel file, unless otherwise set forth in the disciplinary notice. However, employees may request that disciplinary notices for minor offenses be purged from their personnel files by the Town Manager upon two (2) years without any further notices and such requests shall not be unreasonably denied.
- 25.6 Employees shall be required to acknowledge all records of disciplinary action inserted into their personnel file with a signature affixed to the document and returned to the Town Manager or Police Chief, whether or not they agree with the action. Employees shall be entitled to submit a written rebuttal of a disciplinary action for insertion in

their personnel file, provided such correspondence is received by the Town Manager within seven (7) working days of the notice being acknowledged by the employee. Every disciplinary notice shall include a statement advising employees of their right to grieve and/or refute the disciplinary action as set forth in this Agreement.

- 25.7 Acceptance of money or a gift by an employee when given under circumstances indicating the hope or expectation of receiving better treatment not afforded to the public in general is prohibited and may result in immediate dismissal. All employees shall be responsible for providing municipal services to the public in a courteous and polite manner.

ARTICLE 26 - STRIKES

- 26.1 The UNION agrees that during the life of this Agreement, neither it nor its members/employees will engage in, encourage or sanction or support any strike, slow-down, or any other similar action which would involve slow-down, stoppage, or interference with the work prescribed by the employer.
- 26.2 Any employee participating in such activities as set forth in Article 26.1 above may be discharged by the employer, consistent with the terms of this Agreement.

ARTICLE 27 - TRAINING

- 27.1 At a minimum, the TOWN shall require all employees to maintain certification by the State of Maine as a full-time Police Officer and to possess a valid Driver's License. Upon the initial attainment of such requirements, the TOWN shall thereafter pay for all costs associated with mandatory training necessary to maintain such certification, except in the case of a revocation. Employees who fail to meet these minimum requirements may be disciplined, up to and including discharge.
- 27.2 The TOWN shall pay all costs associated with training, education and licensing that is mandated by the State of Maine or approved by the Police Chief, to include EMT certification. Scheduling for such events shall be at the convenience of the TOWN, taking into account the employee's availability as may be reasonable. Employees who fail to comply with such training requirements may be disciplined.
- 27.3 Employees who voluntarily request training or education that is not mandated by the State or Police Chief may be eligible to do so at TOWN expense upon prior authorization of the Police Chief when determined to be advantageous to the TOWN subject to the availability of budgeted funds. Such approval may also be conditioned in the form of expense reimbursement upon attainment of a grade "C" or better. Time spent engaged in these endeavors shall not be compensable or creditable service.
- 27.4 Mileage reimbursements for training or other authorized travel shall be at the IRS Standard rate.

ARTICLE 28 - MAINTENANCE OF BENEFITS

- 28.1 In the event that this Agreement expires prior to the ratification of a successor

Agreement, it is understood that the TOWN shall maintain the status quo with regards to previous terms and conditions of the Agreement as required by law.

ARTICLE 29 - MILITARY DUTY

29.1 The TOWN shall provide for military leave in accordance with the provisions of Title 38, U.S.C. Sections 4301-4333 and Title 26, M.R.S.A. Chapter 7, Subchapter 5. Employees on military leave may elect to receive available leave pay in such increments as they desire, (up to 40 hours per week), to meet insurance contribution payments or for any other reason. In the event an employee with at least twenty-four (24) months of creditable service is called to active duty, the TOWN shall make-up the difference in lost wages that would have otherwise been earned based upon a forty (40) hour work week at the base rate of pay less the gross military earnings as documented by a pay check stub for a period not exceeding one year.

ARTICLE 30 - SAVINGS CLAUSE

30.1 If any Article or Section of this Agreement should be held contrary to law, the remainder of this Agreement shall not be affected thereby. The parties agree to meet as soon as possible to negotiate a substitute provision when necessary.

ARTICLE 31 - TERM OF AGREEMENT

31.1 This Agreement shall be in effect from July 1, 2015 to June 30, 2018. All changes in wages, benefits and other conditions of this Agreement shall become effective as noted. Either party may notify the other, in writing, not less than 120 days prior to the expiration date that it desires to modify this Agreement. This Agreement shall remain in full force and effect during the period of negotiations.

FOR THE UNION

FOR THE TOWN

Town of Ogunquit – Police Unit

Dated: _____

Dated: _____

Appendix A

Employee Wage Schedule

Police Department Employees- Teamster Union Local 340

Fahy, S	Administrative Sergeant	19
Faia, M	Patrol Sergeant	14
Pawlik, N	Patrol Sergeant	6
Long S	Patrol Officer/SRO	14
Dumont, A	Patrol Officer	12
Cummings, T	Patrol Officer	8
Flanagan, S	Patrol Officer	7
Orlando, T	Patrol Officer	7
Romano, D	Patrol Officer	3

Appendix B Ogunquit Police Wage Scale

1 July 2018
 Wage 1.35%
 Step: 2.15%
 Total: 3.5%

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Longevity Bonus	
1. Patrol Officer	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	\$ 24.17	2.15%
2. Corporal	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	\$ 25.37	2.15%
3. Patrol Sergeant	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	\$ 26.65	2.15%
4. Admin. Sergeant	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	\$ 27.31	2.15%

1 July 2019
 Wage 0%
 Step: 2.15%
 Total: 2.15%

1 July 2020
 Wage 0%
 Step: 2.15%
 Total: 2.15%

Stipends

Associates Degree - \$10/week added to base pay

Bachelors Degree - \$15/week added to base pay

Master's Degree - \$15/week added to base pay

EMT Certification - 2.5% added to base pay

Appendix C

Memorandum of Understanding Physical Fitness, Health & Safety Team

Office of the Town Manager

To: Select Board
From: Pat Finnigan
Date: February 15, 2019

RE: River Road Project

River Road developed noticeable sink holes last spring. The Public Works Department installed metal plates to secure the road. Interim Public Works Director Carol Murray had a structural engineer do an assessment of the bridge which concluded there was significant damage.

River Road was one of the areas we asked the staff from the Federal Emergency Management Agency (FEMA) to review while they were doing an assessment of the storm damage from the severe March 2018 storms. FEMA concluded that the damage was due to impacts of the storms. FEMA has obligated approximately \$90,000 to help fund this project.

In order to have the project designed and have bid documents to hire a construction company, staff is seeking Select Board authorization to use up to \$115,000 from the Town's Natural Disaster Relief Fund. These funds will be partially replenished by the FEMA funds once accepted by the Select Board.



June 28, 2018

Ms. Patricia A. Finnigan, Town Manager
P.O. Box 875/23 School Street
Ogunquit, ME 03907

**RE: Culvert Evaluation, River Road, Ogunquit, ME
CMA# 1115**

Dear Patricia:

CMA Engineers has reviewed the project site and developed options for rehabilitation of River Road at the box culvert and the box culvert wingwalls. Our findings and recommendations summarized below are based on visual observation of the roadway, box culvert, and surrounding project site on June 11, 2018.

Executive Summary

In the area directly adjacent to the River Road crossing of a small brook that runs adjacent to Lower Lot Road, CMA Engineers visually evaluated the roadway, box culvert, wingwalls, and catch basins. Past and ongoing deterioration of the roadway and bituminous curbing caused by loss of base material was observed along the east and west curb lines, respectively. The culvert and connected catch basins were accessed through the stream and were found to be in good condition. The southwest wingwall is showing signs of advanced deterioration and loss of material behind the wall. The other wingwalls appear to be in fair condition with minor repairs needed for stabilization.

Stabilization of the roadway will require excavation of the roadway near the culvert to better understand the cause of the voids that have been forming. Reconstruction of the roadway will likely involve flowable fill or granular fill contained within a separation geotextile, or both, to prevent future loss of fill material from beneath the roadway during extreme high tides or storm events where the fill material becomes saturated. We would note that this condition will be exacerbated in the future with sea level rise, furthering the need for effective repairs.

Repairs to the southwest wingwall will include saw cutting, chipping, and placement of new concrete with steel reinforcement drilled and anchored into adjacent components to tie the new and old sections together. Repairs to other wingwalls will include minor crack repairs and the addition of riprap material to prevent further undermining.

Existing Conditions

The culvert is approximately a 4-foot by 4-foot precast concrete box culvert and is 28 feet long with 3 to 4 feet of fill above it. The inside of the culvert is in good condition with no observed cracking or differential settlement noted. The upstream wingwalls are full height cast-in-place concrete walls of varying length and alignment with soil backfill. They are in generally poor condition with an open full-depth crack in the northeast wingwall and major spalling and loss of fill material behind the southeast wingwall.

The downstream wingwalls are partial height and are each comprised of a mix of large granite blocks and concrete with riprap and concrete backfill. The granite blocks are in good condition but are showing some signs of undermining where riprap has been washed out from under them. There is a precast modular block retaining wall approximately 3 to 4 feet tall which runs along the eastern side of River Road and is continuous over the culvert. The wall is in good condition with no major gaps between blocks or signs of deterioration near the culvert.

River Road runs generally north-south over the existing culvert which carries an unnamed brook west to east from downtown Ogunquit out to the tidal flats inland of the Ogunquit Beach peninsula. The roadway is approximately 18 feet wide between the steel w-beam guardrails and is not striped. The sidewalk running along the east side of the roadway is approximately 4 feet wide and has a chain-link safety fence running along the east side of it. The roadway is in generally good condition outside of the area directly over and adjacent to the box culvert.

Town personnel noted that approximately 5 years ago, a large hole opened in the roadway along the east curb line to the north of the culvert. The hole was filled and patched over but has begun to settle again as noted during the site visit. More recently, another large hole opened along the same curb line to the south of the culvert. This hole was also filled and is currently covered with a steel plate. Settlement was also noted along the curb line at the southwest corner of the culvert where the asphalt curb was observed to be cracking and sinking near the base of a guardrail post.

There are no overhead utilities running through the site. Underground utilities run under the road and above the culvert include: two sewer lines, one gravity main running along the east side of the road and one force main along the west side of the road. There are two stormwater catch basins with inlet grates located along the centerline of the culvert, at the east and west curb line of the roadway. The precast catch basins have an open bottom; the precast catch basin barrels rest directly on top of the precast cast box culverts and drain through 2 x 2-foot square openings in the box culvert. Some of the mastic-like gasket is missing between the catch basin barrel and the top of the box culvert. The catch basins were recently cleaned prior to our visit (at our request) and are now in good condition.

Recommendations

River Road Repairs – The exact extent of the subgrade deterioration below the roadway is unknown. The final repair method should be determined in the field once the roadway surface and utility encasements have been excavated as required. Limited information is known regarding the existing subgrade materials. Based on construction photos, the culvert was backfilled with 4" coarse stone fill up to the top of the culvert. Concrete was then placed around the interface of the wingwalls and the box culvert. Granular fill was then placed above the culvert up to the limits of the roadway box or pavement layer. Construction photos show no evidence of a separation fabric being placed between the coarse stone and the granular backfill. After high tide events where the granular fill was saturated, the drawdown of water likely caused the granular backfill to migrate downward into the voids between the coarse stone fill.

In coordination with the Town and an engineer on site, a contractor should sawcut and remove the pavement, guardrail, and embankment fill materials to expose the culvert and surrounding fill materials. The contractor shall provide excavation supports (sheeting and bracing) and dewatering if necessary. The contractor shall properly dispose of all excess or unsuitable material. The Town should consider if the contractor is required to maintain safe pedestrian access through the work area during construction, to maintain access between the lower lot and the beach.

The initial excavation should include excavating down (3 to 4 feet) to the top of the culvert including approximately 15' to each side of the culvert along the centerline of the roadway. After the initial excavation, the Engineer will determine if the utility encasements need to be removed or if material (flowable fill) can be properly installed under them.

If the cause of the material loss is not evident after excavating to the top of the culvert, the excavation should be extended down to the bottom of the culvert (additional 4 to 5 feet). Care should be taken to prevent undermining of all structural components including the culvert, wingwalls, utility encasements (if left intact) and retaining walls. The extent and location of the material migration will determine whether flowable fill or separation geotextile and granular fill are used to stabilize the roadway base. Repairs may also include a combination of both methods.

If granular material is used, two layers of 12 oz or 1 layer of 16 oz geotextile separation/drainage fabric shall be placed around the sides and bottom of the excavation. The geotextile shall be non-woven, class 1 with a permittivity of 0.5/sec. Granular material shall be laid out, graded, and compacted in uniform 8" lifts to 95% of standard proctor. The guardrails shall be reset. The roadway shall be restored with 12" of crushed gravel base (Maine DOT item 304.14, Aggregate Base Course – Type A), and 4" of pavement in two lifts: 2.5" bituminous binder, Main DOT Item 403.207, Type 19.0 mm, 50 GYR; and 1.5" bituminous wearing, Maine DOT Item 403.208, Type 12.5 mm, 50 GYR. The curbing, sidewalk and remaining surface areas shall be restored.

Southwest Wingwall – Prior to any work being performed on the wingwall, the wall to remain should be laterally braced to prevent outwards movement into the brook. All vegetation should be removed from behind the wall to prevent roots from causing further deterioration to new and existing portions of the wall. Limited information is known regarding the dimensions and material properties of the existing wall. Exact limits of removal will need to be determined in the field. Any removal of concrete near the base of the wall should be closely monitored to ensure the portions of the wall to remain are not undermined. Where the full thickness of the wall is to be replaced, the backfill behind the wall should be removed with care such that excessive force is not imparted on the wall. Fill should be excavated to limits that will allow for forming wall repairs and to prevent soil loss into the brook.

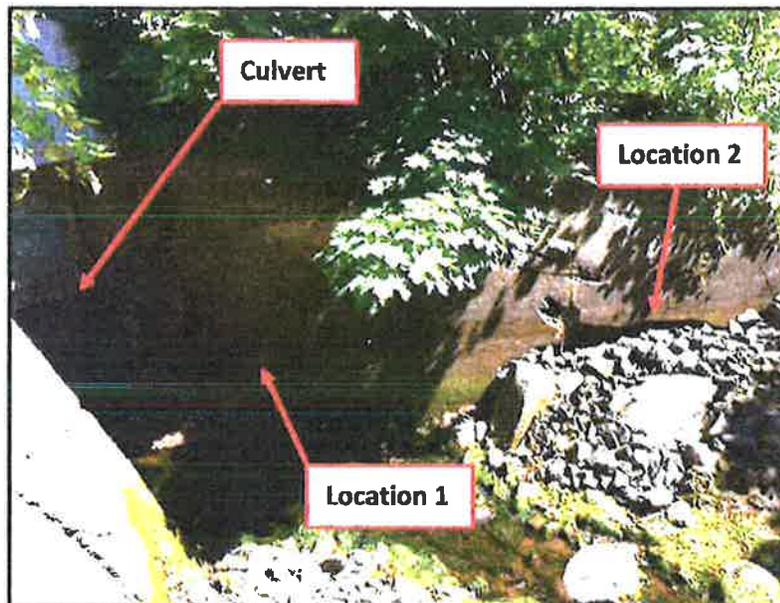


Figure 1 – Southwest Wingwall Repairs

Repairs at location 1 should include full depth removal of the wall for approximately the first 4-5 feet, as determined in the field. This should be done by means of saw cutting and chipping such that concrete is removed to neat limits beyond the limit of deterioration. Existing steel reinforcement that is still intact should not be removed or damaged and should be cleaned to remove rust prior to new concrete placement.

New rebar should be drilled and anchored into the remaining portion of the wall using Hilti HIT-HY 200, or an approved equal. Anchors should also be placed between the repair area and the concrete culvert. Anchors should be #5 bars at 12 inches o.c. at each face of the wall and should be embedded a minimum of 7 inches. Anchoring to the existing wall foundation will depend on the type and condition of the existing foundation. Reinforcement for the repaired section of the wall should be #5 bars at 12 inches o.c. at each face of the wall. All rebar shall be epoxy coated and

shall be placed with a minimum of 2 inches of clear cover. All concrete surfaces that are to be bonded to shall first be cleaned to remove anything which may inhibit bonding and then be coated with a bonding agent listed on the Maine DOT Qualified Product List. The repair area should be formed to match the dimensions of the existing wingwall with a 3-inch diameter PVC weep hole installed approximately level with the top of the culvert. Localized dewatering or other approved methods should be used such that concrete is placed in the dry (the entire brook cannot be dammed or diverted without proper Maine DEP permits). The wall should be backfilled with crushed stone for a minimum of 1-foot behind the back face of the wall with a layer of geotextile placed between the stone and in situ soil.

Repairs at location 2 should include partial depth removal of concrete to neat limits beyond the extend of deterioration. Limits shall be sawcut such that a minimum ½ inch repair thickness is maintained. Remove riprap as determined in the field such that the lower portion of the repair bears on the existing wall foundation, if present. Where repair depths are greater than 3 inches, drill and anchor a single mat of #5 bars at 12 inches o.c. using similar methods to those at repair location 1. Apply bonding agent and place concrete or Maine DOT pre-qualified grout, depending on depth of repair. After repairs are complete, replace riprap to approximate original elevation.

Northwest Wingwall – Repairs to the northwest wingwall should include full depth removal of the wall between the full height crack and the angle point of the wall as shown in Figure 2 below. All repair materials and methods at this location should be the same as those used for the repairs at location 1 on the southwest wingwall. Riprap around the base of the repair area shall be removed and replaced as needed to allow access for repairs to the base of the wall.

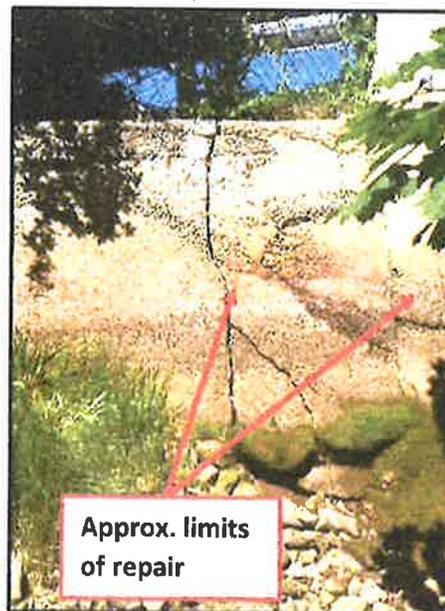


Figure 2 – Northwest Wingwall Repairs

Downstream Wingwalls – The downstream wingwalls each consist of a single granite block. The southeast wingwall requires minimal additional riprap around the front face to prevent smaller supporting stones below the granite block from being dislodged. The northeast wingwall has a cast-in-place concrete base/facing directly below it which has begun to deteriorate. Based on construction photos, the granite block rests on a large boulder and the concrete below it is only a facing to seal voids. If it can be determined that the granite block does not rest on the concrete facing, the block should be braced, and the facing be removed back to neat limits and recast using methods as described for the repair of location 2 on the southwest wingwall. Replacement concrete should be cast to match the existing horizontal limits with the base extending a minimum of 12 inches below the existing riprap line. If the granite block is found to be bearing on the concrete facing, no material should be removed from below the wall. Additional field evaluation will be required to determine wall/wingwall repair if the concrete facing is found to be load bearing.

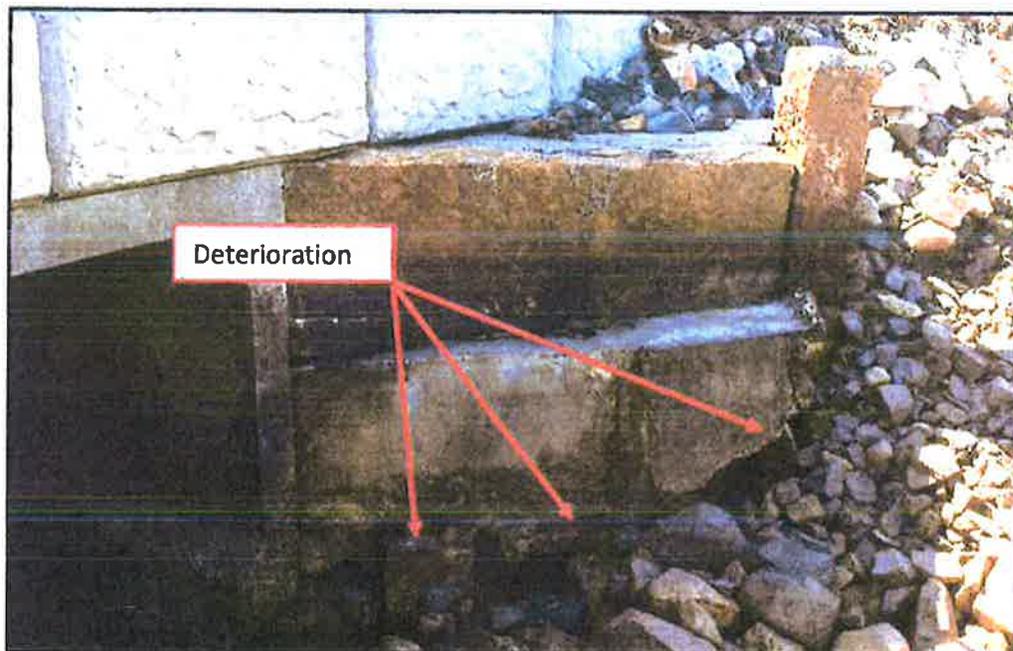


Figure 3 – Northeast Wingwall Repairs

Permitting Requirements

Repairs to roadway and wingwalls adjacent to the culvert will not require a permit from the Maine Department of Environmental Protection as stated in Title 38, Chapter 3, Subchapter 1, Article 5-A, Section 480-Q, Subsection 2-D. Existing crossings. No permit is required as long as erosion control measures are taken to prevent sedimentation of waters, and the crossing does not block fish passage. Review by the U.S. Army Corps of Engineers will likely be required by means of a Category 1 Self-Verification Notification Form (SVNF).

The contractor must contact DigSafe 72 hour prior to excavation.

Materials

The following table summarizes the approximate quantities of the materials anticipated to be required for the repairs to the roadway area and wingwalls. Exact quantities will not be known until the subsurface is exposed and the exact limits of wingwall deterioration are determined in the field. All materials used for repairs shall meet the requirements of applicable Maine DOT Specifications, latest edition. Required materials not covered by the Maine DOT Specifications should be reviewed by CMA Engineers prior to use for repairs.

Roadway Repair Bill of Materials			
Material (Maine DOT Item #s)	Unit	Quantity	Maine DOT Specification
Excavation (Item 203.20)	CY	90	Standard Spec., Section 203
*Granular Borrow (Item 203.25)	CY	75	Standard Spec., Section 203
Aggregate Subbase (Item 304.14)	CY	25	Standard Spec., Section 304
Bituminous Pavement (Item 403)	TON	16	Standard Spec., Section 403
*Flowable Fill (Item 602.30)	CY	75	Construction Manual, Section 602
Separation Fabric (Item 722.04)	SY	100	Standard Spec., Section 620

*Full quantity of either flowable fill or granular borrow will not be required, depending on selected repair method.

Wingwall Repair Bill of Materials			
Material (Maine DOT Item #s)	Unit	Quantity	Maine DOT Specification
Excavation (Item 203.20)	CY	10	Standard Spec., Section 203
Granular Borrow (Item 203.25)	CY	5	Standard Spec., Section 203
Concrete, Class A (Item 502.21)	CY	5	Standard Spec., Section 502
Rebar (Item 503.12)	LB	500	Standard Spec., Section 503
Bonding Agent	--	**	Maine DOT Qualified Products List
Epoxy Adhesive for Anchoring	--	**	Maine DOT Qualified Products List

** Quantity of item will depend on extent of concrete repairs as determined in the field.

Conclusions

The continued deterioration of the roadway due to loss or migration of base materials through erosion should be addressed to minimize continued maintenance at this location. Wingwall repairs should be performed at all corners of the culvert to prevent additional deterioration, which may lead to wingwall failures and subsequent loss of roadway embankment materials or undermining of retaining wall blocks.

Until the roadway can be excavated to expose the subsurface conditions, we are uncertain of the type and quantities of materials needed for repair. With the "Bill of Materials" on-hand and using the approach outlined above, we recommend the Town contract with a contractor on a "time and materials" basis for this exploration and repair. Our staff should be on site to evaluate sub-surface conditions and confirm the repair approach. The repairs to the roadway and wingwalls can be done separately, by different contractors. However, redundant work including excavation and disturbance to guardrail may be necessary if the repairs are not performed concurrently.

We appreciate the opportunity to be of assistance to the Town of Ogunquit. We trust that the findings and recommendations herein will be useful to the Town for the planning and solicitation of bids for the suggested repairs to the roadway and concrete wingwalls. If you have any questions, or need additional information, please feel free to contact us at 207-541-4223.

Very truly yours,
CMA ENGINEERS, INC.



Philip A. Corbett, P.E.
Project Manager



Liam B. Kalloch, P.E.
Project Engineer

PAC:lbk/kao