



**TOWN OF WILTON
SELECTBOARD MEETING AGENDA**

July 21, 2026 – 6:00 PM

Town Office Meeting Room
158 Weld Road, Wilton, ME 04294

Meetings are streamed live through Mt. Blue TV: www.mtbluetv.org. The meeting is open to the Public.

SELECTBOARD AGENDA

1. Pledge of Allegiance
2. Minutes from the July 7, 2026 Select Board Meeting
3. Public comment
4. Set MissionSquare Retirement Employer Match – Per Personnel Policy
5. Consideration of Forster Reuse Planning Proposal – Sevee & Maher Engineers
6. Blueberry Festival Update – Renee Woodard, Events Coordinator
7. Upcoming Meetings:
Selectboard Meeting – August 4, 2026 – 6:00 PM
8. Other
9. Manager's report
10. Executive Session pursuant to 1 M.R.S.A. § 405(6)(E) – Legal
11. Possible action after executive session (if applicable)
12. Adjourn

TOWN OF WILTON

PERSONNEL POLICY

Approved by the Wilton Board of Selectpersons on June 28, 2022

TOWN OF WILTON PERSONNEL POLICY

SECTION 1: PURPOSE & APPLICABILITY

The general purpose of this Policy is to establish a system of personnel administration that meets the social, economic and program needs of the Town of Wilton. This Policy includes procedures for employee hiring and advancement, fringe benefits, retirement, discipline and other related activities. All references to masculine gender as used in this Policy are intended to include both male and female.

This Policy applies to all employees of the Town, unless a provision herein is inconsistent with the provisions of an individual collective bargaining agreement, employment contract, or Town policy. To the extent a collective bargaining agreement or other employment contract or Town policy is silent on a particular matter, this Policy shall control.

This Policy is not intended and does not constitute a binding employment contract with any individual or group of employees. No employees, other than the Town Manager, shall have an employment contract with the Town. Employment with the Town is at-will and terminable at will by either the Town or the employee at any time for any lawful reason.

The goals of personnel management in the Town of Wilton are to promote effectiveness, economy, and productivity in delivering services to the citizens; to encourage commitment to professional excellence in serving the public and to continue the professional development and upgrading of employee skills; as well as to provide reasonable assurances that all rights and benefits of employees and applicants for employment are protected and respected.

SECTION 2: SEVERABILITY

If any provision of this Policy or the application hereof to any person or circumstances is held invalid, this invalidity does not affect other provisions or applications of this Policy which can be given effect without the invalid provision or application, and for this purpose the provisions of this Policy are severable.

SECTION 3: AMENDMENTS AND INTERPRETATION

The Board of Selectpersons reserves the right to unilaterally amend, delete, modify or change this Policy. The Town Manager and Board of Selectpersons shall have the exclusive and final authority to interpret this Policy. The Town Manager and the Board of Selectpersons shall have the authority to modify or waive the application of these policies to the extent permitted by law and except as expressly limited by this Policy when deemed to be in the best interest of the Town for the purpose of supporting the operations and services of the Town and directing the work of employees for that purpose. The provisions of this Policy shall be further subject to full

compliance with all applicable state and federal statutes, regulations or rules, as well as any supplemental policies or rules adopted by the Board of Selectpersons or the Town Manager.

A copy of this Policy as well as all policies adopted by the Town relevant to employees, shall be provided by the Department Head to all employees upon the commencement of their employment with the Town, and any revisions shall be provided to all employees currently in the employ of the Town as said revisions become effective. Each employee shall sign the acknowledgement page attached to this Policy as proof that they have received the Policy or revision thereof and that they understand that the Policy applies to them. The signed acknowledgement form shall be kept in the employee's personnel file.

This Policy and subsequent modifications/amendments shall supersede any formal or informal, written or unwritten policies, practices or rules made previously by the Board of Selectpersons, any Town Manager, Department Head or Supervisor.

SECTION 4: EQUAL OPPORTUNITY EMPLOYER

The Town is committed to providing equal opportunities to all persons in the selection, placement, compensation, access to benefits, training and advancement in employment with the Town. As an Equal Opportunity Employer, the Town shall make employment decisions without discrimination as to race, color, age, sex (including pregnancy), physical or mental disability, sexual orientation, sexual identity, gender identity or expression, genetic information, religion, ancestry or national origin, workers' compensation history, whistleblower status, union membership, or any other legally protected category. The Town is committed to selecting the best qualified persons who are available for hiring or promotions.

SECTION 5: RECRUITMENT AND SELECTION

The character of the recruitment and selection process for all Town positions will vary with the position. Within the limits of time during which a position must be filled, there shall be as wide a search for qualified candidates as is practicable, this may include advertising, and may also include such items as open competitive examination, contact with state and other employment offices and contact with special sources of information. It shall be the duty of the Town Manager to determine the appropriate application and selection process for seeking the most qualified employees for the Town.

The Town Manager shall have the authority to make final selections and appointments of all employees of the Town following the application and review process, except for those positions that are required by law to be appointed by the Board of Selectpersons. The Town Manager shall have the discretion to set employee's initial compensation, subject to the approval of the Board of Selectpersons.

The Town Manager shall also have the authority to determine the appropriate application and selection process for promoting employees within the Town and shall make the final selection for

any such promotions. The Town Manager shall establish the compensation for an employee following promotion, subject to the approval of the Board of Selectpersons.

SECTION 6: PRE-EMPLOYMENT EXAMINATIONS

As a condition of permanent, full-time employment, and pursuant to a conditional offer for such employment, the Town may require a physical exam and alcohol/drug testing as set forth in Section 8 by a physician of the Town's choice at the expense of the Town. Any applicant with a positive post-offer alcohol/drug test may be denied employment with the Town as a result of such positive test result.

SECTION 7: NEPOTISM

To ensure that the hiring and supervision in town government is conducted in a manner which enhances public confidence in government and prevents situations which give the appearance of partiality, preferential treatment, improper influence or a conflict of interest, the following sets forth the Town of Wilton's policy on hiring and supervision of family members. The policy is intended to prevent nepotism, which is defined as employing or showing favoritism to relatives, for the purpose of ensuring effective supervision, internal discipline, security, safety, and positive morale in the workplace. It also seeks to avoid the perception of favoritism, conflicts in loyalty, discrimination, the appearance of impropriety and conflicts of interest. Excluded from this policy are Fire Department members who are employed as of the date of adoption of this policy.

For the purpose of this Section, a relative is any person who is related to a Town employee by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage, specifically spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, corresponding in-law or "step" relation of any member of the employee's family. Situations pertaining to this section which exist at the time of adoption of these policies shall be considered "grandfathered".

Employees may not hold a job in which a relative exercises direct or indirect supervisory authority over such job, unless they are already employed in that department or already in a grandfathered position. In these cases, all matters of evaluations and disciplinary actions of affected employees shall be performed by the next immediate supervisor.

If a person is hired or already employed by the Town of Wilton in a position that is not described above, they may not transfer to a position within the Town of Wilton that puts them in a position where this Section would apply.

The only employee for the Town of Wilton that directly works for the Selectpersons is the Town Manager. Therefore, the Town Manager cannot work for the Selectpersons if the criteria outlined in this Section apply.

Present employees who are in a romantic relationship will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in a job position that could create a conflict of interest. In an effort to avoid actual or potential conflicts, favoritism, sexual harassment, and other adverse impacts on the work

environment that may result from romantic and/or physical relationships within the workplace, the Town prohibits supervisory employees from becoming romantically or physically involved with employees directly under their supervision. Supervision includes authority to assign and evaluate work, grant benefits such as vacation leave, hear grievances, discipline an employee, or review assignments, evaluations, and benefit determinations. Any romantic, physical relationship between a supervisory employee and any employee directly under his or her supervision that adversely impacts either the employee's ability to perform his or her job or the general productivity and environment of the workplace may be addressed by reassignment and/or discipline, up to and including termination from employment, even for a first offense. Adverse impacts include, but are not limited to, decreased productivity, unprofessional work behavior, favoritism, conflicts of interest, decreased morale, negative or hostile work environment and sexual harassment. Any situation that arises, such as hiring, promotion or transfer, that would cause an employee to be either the supervisor of, or under the supervision of another employee with whom he or she is involved in a romantic and/or physical relationship

SECTION 8: ALCOHOL AND CONTROLLED SUBSTANCE TESTING FOR APPLICANTS FOR EMPLOYMENT

Statement of Policy: The safety and well-being of our employees and the general public requires that our employees perform their duties free from the effects of alcohol and/or drugs. A drug-free workplace is especially important to the Town. An employee who uses or abuses alcohol and/or drugs is a hazard to the Town, the general public, other employees and his/herself.

The Town employs individuals required to possess a Commercial Driver's License (CDL), who are subject to the requirements of the Rules and Regulations under CFR 49 Part 653, Prevention of Prohibited Drug Use in Transit Operations, and CFR 49 Part 382, Substances and Alcohol Use and Testing, and the State of Maine Substance Abuse Testing Law (26 M.R.S.A., CH. 7, Sub-chapter III-A), and the Omnibus Transportation Employee Testing Act regarding drug and alcohol testing of employees with CDL's. The Town seeks to hire and employ workers requiring a CDL who are free of illegal and abused drugs and alcohol, and protect employees, their families and the public from the adverse effects of alcohol and drug abuse. Additionally, in order to ensure the health, safety and welfare of all of the Town's employees and residents, the Town has adopted this expanded policy to apply to all applicants for all permanent full-time positions within the Town other than those already covered by the federal regulations.

Program Administrator: The Public Works Foreman has been designated as the Alcohol/Drug Testing Program Administrator. In this function the Administrator will be responsible to answer any questions from the applicants, administrators or the public in general. The Administrator will handle information on all tests of applicants confidentially.

Applicants Subject to Testing: All applicants for permanent full-time positions, in addition to applicant drivers subject to federal testing, will be subject to pre-employment (post-offer) alcohol and/or drug testing pursuant to this policy.

Substances Tested For: The following substances will be tested for to determine their presence:

- | | | | |
|--------------|-------------------|------------------------------------|------------|
| 1. Alcohol | 3. MDMA (Ecstasy) | 5. Phencyclidine (PCP) | 7. Cocaine |
| 2. Marijuana | 4. Amphetamines | 6. 6 Mono-Acetyl Morphine (Heroin) | 8. Opiates |

Testing Procedures: The Town has contracted with Franklin Memorial Hospital Occupational Health as our drug and alcohol program provider and Certified Third Party Administrator. The collection site will be chosen by the Program Administrator.

Once an applicant has been directed to submit to an alcohol and/or controlled substance test, he will proceed to the testing area at an appointed time directed by the Administrator. Applicants must comply with the lawful requests of the technician doing the alcohol and/or controlled substance test. The applicant will be required to provide a urine specimen for controlled substance testing and/or a breath or saliva sample for analysis of alcohol concentration. The applicant will be required to provide photo identification prior to testing. Privacy will be ensured at the facility by means of voiding in a private enclosure.

Proper chain of custody procedures will be followed to ensure that the specimen submitted is indeed the specimen that belongs to the selected applicant. The specimen will be sealed to prevent tampering during transport to the laboratory. Federal certified laboratories will be utilized for testing (drugs) and two separate methodologies will be performed to verify all specimens as positive prior to controlled substances reporting to the Medical Review Office.

The Medical Review Office (MRO) is a licensed physician who reviews all test results prior to reporting to the Town. Should the specimen test positive, the MRO will contact the applicant to discuss the test findings and afford the applicant an opportunity to discuss his/her test results and any factors that could be attributed to the positive test. All test results are treated confidentially and no results will be released to outside parties without the applicant's express consent or when required by law, rule or regulation or expressly authorized.

All testing for alcohol use or misuse will be conducted only by devices which have been approved by the National Highway Traffic Administration and conducted by trained Breath Alcohol Technicians (BATs) or trained Screening Test Technicians.

Actions To Be Taken:

- Action to be taken for refusal to submit to a test: Applicant will not be hired.
- Action to be taken between a test and receipt of test results: Applicant will not be hired.
- Action to be taken based on a confirmed positive result from a test of an applicant: Applicant will not be hired.

Information: The Town will provide each applicant not subject to the Federal Motor Carrier Safety Regulations a copy of this policy.

SECTION 9: CLASSIFICATIONS OF EMPLOYMENT

Permanent Employee: An employee hired for a continuing position, and having completed their probationary period as set forth in Section 10 of this Policy. Permanent employees may be full-time or part-time employees as defined below.

Temporary Employee: An employee hired for a pre-established or limited period of time. Temporary employees are subject to a probationary period and receive benefits required by State and Federal laws and regulations (Overtime, FICA, Social Security, Unemployment Insurance and Worker's Compensation). Temporary Employees receive no other benefits of any sort (vacation leave, holidays, bereavement leave, retirement, medical insurance, etc.), unless otherwise required by law or expressly provided in this Policy.

Full-Time Employee: An employee who is scheduled to work 35 hours per week or more on average during a 52-week period. Full-time employees are subject to a probationary period as set forth in Section 10 of this Policy and receive all benefits as described within a collective bargaining agreement, an individual employment agreement, or this Policy (vacation leave, holidays, bereavement leave, retirement, medical insurance, etc.). If a full-time employee drops below the 35 hour per week average, the Town has the right to reclassify the position.

Part-Time Employee: An employee who is scheduled to work less than 35 hours per week on average during a 52-week period. Part-time employees are subject to a probationary period as set forth in Section 10 of this Policy and receive benefits required by State and Federal laws and regulations (Overtime, FICA, Social Security, Unemployment Insurance and Worker's Compensation). Part-time employees shall not receive other benefits of any sort (vacation leave, holidays, bereavement leave, retirement, medical insurance, etc.) unless otherwise required by law or expressly provided in this Policy. If a part-time employee works greater than the 35 hour per week average, the Town has the right to reclassify the position.

Seasonal Employee: An employee who is hired for a department that provides certain services that are seasonal in nature and who is employed to provide such services for a designated season. Seasonal employees are not subject to a probationary period and employment terminates at the end of the applicable season. Seasonal employees receive benefits only as required by State and Federal laws and regulations. Seasonal employees shall not receive other benefits of any sort (vacation leave, holidays, bereavement leave, retirement, medical insurance, etc.) unless otherwise required by law or expressly provided in this Policy. If a seasonal employee is permitted to work beyond the designated season for which he or she was hired, the Town has the right to reclassify the position.

Professional Level Employee: An employee who is the head of a department or department supervisor. In addition to the provisions of this personnel policy, Professional Level Employees shall also be subject to the provisions of **Addendum A** to this policy.

SECTION 10: PROBATION

All employees, regardless of permanency status or average number of hours worked per week, with the exception of Police Department personnel and seasonal employees, will be subject to a 180 calendar day probationary period beginning as of the first day services are performed for compensation following hire or rehire, during which, the employee or the employer may opt to terminate the employment arrangement without stated cause or due process. The six-month probationary period is considered part of the selection process used to determine whether or not the Town should hire an individual as a permanent employee. The Town Manager shall have discretion to waive the probationary period for rehires. A probationary period shall not be required for current employees transferring or being promoted to a different position within the Town. Employees shall not be entitled to paid holidays or the use of sick time until after the first 30 days of employment.

SECTION 11: DISABILITY ACCOMMODATION

The Town is committed to complying fully with the Americans with Disabilities Act (ADA) and the Maine Human Rights Act, to ensure equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

The Town will not discriminate against any qualified employees or applicants because they are an individual with a disability, or related to or associated with a person with a disability. Furthermore, the Town is committed to taking all actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and the Maine Human Rights Act.

In accordance with 28 C.F.R. § 35.107(a) the Town designates the Town Manager as the ADA Compliance Coordinator. As ADA Compliance Coordinator, the Town Manager is responsible for coordinating the efforts of the Town to comply with and carry out the Town's responsibilities in relation to 28 C.F.R. Part 35. It is the responsibility of the Town Manager as ADA Compliance Coordinator to investigate any complaint communicated to the Town alleging noncompliance or alleging any actions that would be prohibited by 28 C.F.R. Part 35.

SECTION 12: SAFETY POLICY

The Town recognizes its employees as one of its most important assets. As such, management has set a goal of providing a safe and healthful workplace for all employees. The Town's safety program recognizes that the safe work behavior of each employee is key to meeting this goal. The ultimate goal is to achieve an accident-free work environment for all employees.

To help meet these goals, each Department Head will provide safety training to all employees based on the particular potential hazards of their job duties and will provide employees with safety policies specific to their department. Necessary personal protective equipment to help reduce exposure to potential hazards will also be provided and resources will be allocated as needed to correct hazardous conditions that are brought to the Town's attention.

It is the responsibility of each employee to follow all safe work rules and procedures. If an employee is unsure of how to do a particular task safely, they should not proceed until they have received instruction from their supervisor. Each employee is also obligated to report all unsafe working conditions to their supervisor or manager. It is the responsibility of each supervisor to monitor and assist employees in the safe performance of their duties. Safe work behaviors and attitudes are an expected part of each employee's job performance.

SECTION 13: ALCOHOL AND DRUG POLICY (DRUG FREE WORKPLACE)

The Town recognizes that alcoholism and drug dependency are treatable diseases. Left untreated, they may result in serious personal, professional and family problems. At the same time, the Town is also seriously concerned about the effects of alcohol and drug dependency upon an employee's job performance and ability to serve the public. The Town believes strongly that all employees and members of the public should be able to conduct business in an environment free from alcohol and drug abuse. Accordingly, the Town expects all employees to report for work and to perform their duties in a manner which does not jeopardize the health, safety and well-being of coworkers and the public.

It is the policy of the Town to prohibit the use or possession of and to prohibit employees to be under the influence of any drugs or alcohol while performing any work associated with any governmental function of any sort. Use or possession of drugs or alcohol while on Town property or during the course of one's duties, or the impaired performance of one's duties by reason of having engaged in the use of drugs or alcohol during or prior to commencing work shall result in disciplinary actions. Employees whose employment requires a CDL are subject to pre-employment drug and alcohol testing and random drug testing as well as reasonable suspicion and post-accident drug and alcohol testing.

Pursuant to the federal Drug-Free Workplace Act of 1988 (41 U.S.C. 8102), the Town has established the following policy: The unlawful manufacture, distribution, dispensing, possession, storing, use, or being under the influence of a controlled substance is prohibited in the Town's workplace. As a condition of employment with the Town, all employees will abide by the terms of this Policy and notify the Town of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. The Town, within 30 days of receiving notice, with respect to any employee who is so convicted, will take one of the following actions: take appropriate personnel action against such an employee up to and including discharge; and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Additionally, no employee of the Town shall distribute, dispense, possess, store, use or be under the influence of any alcoholic beverage, malt beverage, fortified wine, intoxicating liquor, illegal drugs, intoxicants, or other substances of abuse during working hours, including rest breaks and meal periods.

The Town abides by the Maine Medical Use of Marijuana Act, as may be amended from time to time and will not discriminate against an employee or applicant solely on the basis of his or her status as a qualifying patient or primary caregiver. However, the Town may refuse to employ any person who uses marijuana if doing so would cause the Town to be in violation of federal law or to lose a federal contract or funding. Pursuant to the Maine Medical Use of Marijuana Act, the Town prohibits the smoking of marijuana on all Town property, including public transportation, and prohibits possession and use of marijuana in any form on all Town property, including Town vehicles, unless otherwise expressly permitted by the Maine Medical Use of Marijuana Act. Employees shall not possess, smoke, ingest or be under the influence of marijuana in the workplace, on or within any Town property, or at any time during which the employee is working, expected to work, and/or on duty. The prohibitions in this paragraph apply to all marijuana usage, medicinal and recreational, whether or not lawful under Maine law.

Any violation of this policy may constitute just cause for employee discipline, up to and including termination.

SECTION 14: PERSONNEL RECORDS

Personnel records shall be maintained for each employee of the Town. Any employee may review his/her personnel file upon written request to the Town. So as not to cause inconvenience the employee shall set up an appointment in advance for such a review during normal office hours at Town Hall.

Confidential File: The Town Manager shall maintain a confidential file for each employee containing those records that are deemed confidential and not open to public inspection under Maine law. Town employees shall not be permitted to review the personnel files of any other Town employee. Supervisors may be permitted to review certain personnel records for employees who report directly to them only as needed and as authorized by the Town Manager

Payroll File: The Town shall maintain a file for each employee, which shall be considered part of the employee's personnel file regardless of where how such files are physically maintained. The payroll file shall include the employee's:

- W-4
- W-4ME
- I-9
- Vacation Time Record
- Applications for Benefits
- All Payroll Elections

SECTION 15: EMPLOYEE CONDUCT AND PUBLIC RELATIONS

Our taxpayers are entitled to the best service we can give them. Cooperation, courtesy and responsibility are the key elements of good service. These policies and regulations are provided to assist all employees in functioning at peak efficiency with minimal cost to the taxpayers.

The employees of the Town are public servants and the citizens must be treated with courtesy and consideration. Every employee should remember that he/she might be the only contact a citizen has with local government. The impression that the employee makes will determine for a long time what the citizen thinks of our Town Government. Failure of an employee to act with reasonable courtesy may result in disciplinary action. Employees are expected to practice a high level of personal hygiene, dress neatly and conduct themselves with a professional demeanor.

All employees are prohibited from engaging in any conduct, which could reflect unfavorably upon the Town or disrupt the efficient administration of the Town. All Town employees must avoid any action which might result in or create the impression of using public employment for private gain, giving preferential treatment to any person, or losing complete impartiality in conducting Town business.

All Town employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loans, or any other item of monetary value from any person, within or outside Town employment, whose interests may be affected by the employee's performance or nonperformance of his official duties. This does not include fund-raising efforts for the benefit of charitable causes or other departmental programs. Acceptance of nominal gifts, such as food and refreshments in the ordinary course of business meetings, or unsolicited advertising or promotional materials such as hats, pens, note pad, calendars, etc., is permitted. Any gift with a value in excess of \$25.00 is not considered nominal and requires Town Manager approval.

SECTION 16: FIREARMS

Possession of firearms in the workplace is prohibited unless they are part of the employee's required and authorized work equipment, such as a police officer. Privately owned firearms must remain in the employee's locked vehicle at all times and never be taken into the place of employment or in a town owned vehicle. The Town of Wilton will bear no responsibility for lost or stolen firearms.

SECTION 17: CONFIDENTIALITY POLICY

Many Town employees have access to confidential information pertaining to persons or property in the Town. Employees must not use this privileged information to their private advantage or to provide friends or acquaintances with private advantages. Each employee is charged with the responsibility of releasing only information which is deemed a public record under the Freedom of Access Act. Employees shall be responsible to consult with the Town Manager in the event they are unsure of whether a record is confidential or may be subject to release.

SECTION 18: CONFLICT OF INTEREST

No Town employee who is authorized to make purchases shall have any interest either directly or indirectly in any contract with the Town or engage in outside employment except as permitted in Section 21.

SECTION 19: ATTENDANCE AND LATENESS

Employees shall be at their respective places of work in accordance with the departmental regulations and during the regular work hours as prescribed by this Policy or otherwise authorized by the Department Head or Town Manager. In the event of necessary absence for any cause, it is the responsibility of employees to assure that their Department Head is advised of the reason for their absence prior to the start of each work day during which the employee expects to be absent so the Department Head may adjust the daily schedule of work as necessary. Similarly, if an employee is going to be unavoidably detained for any reason at the beginning of a work day or at any point during the work day, the Department Head shall be called and notified of the delay and provided with an expected time of arrival at the workplace.

Employees may not be absent from duty without the permission of his/her supervisor or on an approved leave of absence. Any employee who is absent from work without the permission of their supervisor and/or not on an approved leave of absence, may be subject to disciplinary action up to and including termination. Failure of an employee to return to work the next workday or scheduled shift following an authorized absence or expiration of an approved leave of absence shall be deemed a "no call, no show" and unauthorized absence from work, which may be just cause for discipline.

Unnecessary absences and tardiness are disruptive and place an undue burden on fellow employees and supervisors who may have to perform the extra work, and adversely affects the Town's ability to provide necessary services to the public. Excessive absenteeism, tardiness, leaving work early without authorization, and abuse of sick leave may result in disciplinary action, up to and including termination.

SECTION 20: OUTSIDE COMPENSATION

Any employees receiving payment for services, from non-Town sources, rendered during the normal work day and for which work day Town compensation was given, shall turn the entire amount of that compensation over to the Town's Deputy Treasurer. This provision does not apply to activities outside the work day or during periods of vacation.

SECTION 21: OUTSIDE EMPLOYMENT

A Town employee may engage in outside employment. However, no employee may engage in outside employment which in any manner interferes with the proper and effective performance of the duties of their position or results in a conflict of interest. During work hours no Employee shall engage in any business other than his/her regular Town duties. Any employee who engages in employment outside their regular working hours shall be expected to effectively perform their

regular duties with the Town first. The Town's Income Protection plan and Worker's Compensation Insurance does not offer coverage or benefits when an employee is injured, contracts an occupational illness or an occupational disability while engaged in outside employment.

SECTION 22: POLITICAL ACTIVITY

Due to the nature of employment with the Town as a public servant, it is expected that employees will act with discretion in regard to their activities in partisan politics at any governmental level. Political activities including running for office, working on campaigns, circulating petitions, etc., should be discussed with the Town Manager before such activities are undertaken. While employed by the Town, all employees shall refrain from engaging in political activity while on duty or using his or her influence, employment or Town facilities or resources to assist or advocate for or against any candidate or political cause. . This rule is not to be construed to prevent employees from becoming, or continuing to be, members of any political organization, running for public office, from attending political organization meetings, from donating personal time, service or resources to a political cause or candidate for any county, state, federal or local elective office; from expressing their views on political matters, or from voting with complete freedom in any election. Although employees may run for public office, they may not serve simultaneously in an elected position within the Town of Wilton and remain an employee of the Town.

SECTION 23: DISCIPLINE AND CORRECTIVE ACTION

The objective of disciplinary action for all Town employees is to correct and guide employee behavior and performance for ultimate improvement and, if that cannot reasonably be accomplished, to terminate employment. While the Town generally employs the principle of progressive discipline, in some instances, a specific incident may justify severe disciplinary action, including termination from employment, even for a first offense. The action to be taken shall depend primarily upon the seriousness of the incident, and only secondarily on the employee's past performance and conduct. Management shall not discipline any employee without just cause. For all causes, other than those in which management's judgment warrant immediate suspension or dismissal, management will issue one documented verbal warning and two written warnings to an employee prior to suspension, demotion and/or discharge. In all cases involving the discharge, demotion or suspension of an employee, Management must immediately verbally notify the employee. Management must, within two (2) business days after the discharge or suspension, confirm said suspension or discharge in writing by sending a copy to the employee. Any warning notices will not remain in effect for a period of more than eighteen (18) months from the date of the occurrence upon which said suspension or warning notice was based.

SECTION 24: GRIEVANCE PROCEDURE

The procedure set forth in this section shall apply exclusively to decisions regarding disciplinary action.

Every attempt should be made to resolve any dispute as soon as possible to the satisfaction of all parties. Steps in the grievance procedure shall be as follows, unless otherwise specified in a collective bargaining agreement:

- A. Every reasonable effort should be made for an oral agreement between the individual and his Department Head.
- B. If an oral agreement is not reached, the aggrieved may, within five (5) working days, file a written complaint to the Department Head. The Department Head shall make a careful inquiry of the facts and circumstances of the complaint and shall make a determination of the merits of the complaints and give a written reply within five (5) working days.
- C. If the individual is dissatisfied with the Department Head's written decision, the aggrieved may, within five (5) working days, make a formal written appeal to the Town Manager. The Town Manager will, upon receipt of the written appeal, return a formal written decision within five (5) working days. In all cases the decision of the Town Manager will be final and binding.

SECTION 25: HARASSMENT

It is the policy of the Town that all employees should be able to work in an environment free from all forms of harassment. Harassment, as defined by this Policy and by applicable law, is prohibited. This policy refers not only to supervisor-subordinate actions but also to actions between co-workers. Any complaints of harassment will be investigated promptly. There will be no intimidation, discrimination or retaliation against any employee who makes a report of harassment.

A. Sexual Harassment

Definition: Harassment on the basis of sex is a violation of the Maine Human Rights Act. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- a. Submission to such conduct is either explicitly or implicitly a term of condition of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

An employer is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and regardless of whether the employer knew or

should have known of their occurrence. With respect to persons other than those mentioned above, an employer is responsible for acts of sexual harassment in the workplace when the employer, or its agents or supervisory employees, knew or should have known of the conduct. An employer may rebut apparent liability of such acts by showing that it took immediate and appropriate corrective action.

Examples: Unwelcome sexual flirtations, advances or propositions; Verbal or written abuse of a sexual nature; Graphic verbal comments about an individual's body; Sexually degrading words used to describe an individual; or the display of sexually suggestive objects or pictures.

Grievance Procedure: Any employee who believes he has been subject to sexual harassment should report all alleged acts to their Department Head or to the Town Manager. Any Department Head or employee who is found, after appropriate investigation, to have engaged in sexual harassment will be subject to discipline; up to and including discharge. The employee also has the right to contact the Maine Human Rights Commissioner directly at: State House Station 51, Augusta, Me 04333, phone number 289-2326.

Summary of Maine Whistleblower's Protection Act: An employee is protected by the Maine Whistleblower's Protection Act if an employer should threaten to discriminate against an employee who reports what he believes to be a violation of the sexual harassment law. To summarize:

No employer may discharge, threaten or otherwise discriminate against an employee regarding the employee's compensation, terms, conditions, location or privileges of employment because:

- a. The employee, acting in good faith, reports to the employer what the employee has reasonable cause to believe is a violation of a law or rule of the State of Maine, a political subdivision of the State, or the United States;
- b. The employee, acting in good faith, reports what the employee has reasonable cause to believe is a condition or practice that would put at risk the health or safety of that employee or any other individual;
- c. The employee is requested to participate in an investigation, hearing or inquiry held by a public body or in a court action; or
- d. That employee, acting in good faith, refuses to carry out a directive that would expose the employee to a condition that would result in serious injury or death, after having sought and been unable to obtain a correction of the dangerous condition.

Under the Whistleblower's Protection Act, an employee must first bring the alleged violation to the attention of his Department Head or Town Manager and allow the employer a reasonable opportunity to correct the violation, unless the employee has specific reason to believe that reports to the employer will not result in a prompt correction of the violation, condition, or practice. If that should occur, the employee has the right to contact the Maine Human Rights Commissioner directly at: State House Station 51, Augusta, Me 04333, phone number 289-2326.

Notification: In compliance with Maine law, the Town is required to provide annual written notification to all employees regarding sexual harassment. The Town is also required to provide training to all new employees on sexual harassment before their first anniversary of employment. In addition, new supervisors must receive information on their responsibility to take immediate and corrective action in addressing sexual harassment complaints.

B. Verbal Harassment

Derogatory or vulgar comments regarding a person's sex, religion, age, ethnic origins, physical appearance, or the distribution of written or graphic materials having such an effect, are prohibited. Any employee who believes he has been the subject of such harassment should report the alleged conduct to their Department Head or the Town Manager. Any employee who is found, after appropriate investigation, to have engaged in any harassment will be subject to discipline, up to and including discharge. Under no circumstances is an employee permitted to return the hostile behaviors to the offending party (push them, threaten them, swear at them, etc.), unless they are in a situation where they must defend themselves.

SECTION 26: WORKPLACE VIOLENCE

The Town has a zero tolerance policy toward violence or the threat of violence by its employees, customers and the general public and/or anyone who conducts business with the Town. It is the intent of the Town to maintain a safe work environment free from intimidation, threats, physical attacks, harassment, domestic violence, property crimes, or any other violent attacks.

SECTION 27: WORKPLACE SMOKING

In accordance with the provisions of Maine's Workplace Smoking Act of 1985 (22 M.R.S.A. Section 1580-A), the Town is committed to providing its employees and visitors with a safe, healthful and productive workplace environment. The Town recognizes that smoking in the workplace can adversely affect employees. Accordingly, smoking is prohibited in all Town buildings and facilities.

Smoking out of doors on municipal property shall be permitted only in designated outdoor smoking areas located at least 20 feet away from any entryway, vent or doorway. Designated smoking areas are posted with signs. All cigarettes, tobacco, matches and other materials used for smoking must be extinguished and/or properly disposed of in the receptacles provided. The exceptions will be noted as the Municipal Building Property located at 158 Weld Road will be smoke free facilities and grounds.

Employees may use designated smoking areas during established break periods only. Complaints about smoking issues should be resolved at the lowest level possible but may be processed through the grievance process. Employees who violate this Policy may be subject to disciplinary action. The Town Manager is responsible for implementing and monitoring smoking regulations; Department Heads are expected to enforce the regulations.

Any employee wishing to stop or reduce smoking should contact the Town Manager for resources available.

SECTION 28: RESIGNATIONS

An employee may resign from Town service in “good standing”. “Good standing” shall mean the submittal of a written notice fourteen (14) calendar days in advance of the last day of actual work. Failure of a resigning employee to comply with this rule may be cause for denying future employment with the Town. The Town Manager may permit a shorter period of notice if extenuating circumstances exist. Upon resignation or termination the Town Manager shall conduct an exit interview with the employee. The effective date of the employee’s termination with the Town is considered to be the last day for which the employee is actually paid (for purposes of this section, earned time is considered time worked). Upon separation from service, the Town shall pay all wages owed as well as vacation, sick, compensatory time and personal days accrued but unused to the employee, if any, on the next regular payday.

SECTION 29: WORK SCHEDULES

The work week begins at 12:01 AM Monday and ends at 12:00 PM Sunday. It is necessary, owing to the variations in the different services provided by the Town, that there be variations in the hours and days of work per week within different departments. The hours of work including the starting and ending time will be established within each department with the Town Manager’s approval and may be changed by mutual agreement of the Department Head and any collective bargaining unit, subject to approval by the Town Manager. It is the responsibility of each Department Head to insure that the department’s work hours are adhered to by all employees.

Non-exempt employees shall have at least a thirty (30) minute unpaid meal/rest break when they work a shift of more than six hours (except in cases of emergency in which there is danger to property, life, public safety, or public health); this meal/rest break’s actual length will be determined on a department-by-department basis and is scheduled by, or with the approval of, the employee’s supervisor. Non-exempt employees may not work outside of their regularly scheduled working hours, or during unpaid meal/rest periods, without the prior authorization of a supervisor. This includes volunteered work not requested but performed at the work site, or away from the premises. Employees shall record all hours worked on their timesheets. It is misconduct for an employee to fail to record all time worked and for a supervisor to discourage an employee from recording all time worked. Employees and/or supervisors shall notify the Town Manager of any violations of this rule, which may result in disciplinary action, up to and including termination from employment, even if a first offense.

Employees who are deemed by the Town to be exempt under the Fair Labor Standards Act (FLSA) shall be compensated on a salaried basis for their regularly scheduled work week, as determined by the Town Manager. Although exempt from overtime, salaried employees are expected to be flexible about working hours other than their regular schedule and shall accomplish the work assigned to the position regardless of the hours required to do the work. This policy will be applied within reason. Those employees not eligible for overtime under this Policy shall be determined administratively with a master list maintained in the Manager's office.

SECTION 30: OVERTIME

All employees who are not deemed to be exempt under the FLSA as outlined in Section 29 above, shall be classified as non-exempt employees and paid on an hourly basis. Non-exempt employees will be entitled to overtime pay for hours worked in excess of forty (40) hours per week, at the rate of one and one-half times the employee's regular rate or, in lieu thereof, compensatory time-off at a time and one-half rate as set forth in Section 31. For purposes of overtime eligibility, "hours worked" shall include only hours actually worked by the employee for the Town.

If an employee is working a shift on a Holiday, which also constitutes hours in excess of their standard workweek, they will receive a number of hours equal to their standard workday for the Holiday, and time and a half for the actual number of hours worked as overtime, unless otherwise specified in contract.

Full time employees of the Town, who are also members of the paid volunteer Wilton Fire Department, who have worked their full work week (40 hours) in their regular job, will be paid at a straight hourly pay for the hours they work for the Fire Department unless otherwise specified in a collective bargaining agreement or contract/policy, or unless otherwise required by law to be paid overtime. The Town Manager reserves the right to limit the amount of hours an employee may work as a volunteer with the Fire Department if such work is required to be paid at the overtime rate.

SECTION 31: COMPENSATORY TIME

Upon the mutual agreement of the employee(s) and the Town Manager prior to the performance of any overtime work, non-exempt employees who work in excess of forty (40) hours per week shall be entitled to receive compensatory time in lieu of overtime pay for hours worked in excess of forty (40) hours per week. Compensatory time shall be calculated at the rate of one and one-half times the number of hours worked in excess of forty (40) for that work week. Compensatory time may not accumulate beyond twenty (20) hours. Once the maximum amount of accrued compensatory time has been reached, the employee will be paid overtime as set forth in Section 30 or be scheduled to use compensatory time. Employees are entitled to be paid for all unused, accrued compensatory time upon separation from employment.

Employees may use accrued compensatory time with the prior approval of the Town Manager, which shall be dependent on staffing and shall not unduly disrupt normal operations of the employee's department. Employees must request to use accrued compensatory time at least 48 hours in advance and the Town Manager may approve use of such time as set forth above by order of request received.

SECTION 32: CALL-IN PAY

When a non-exempt employee has left work after his or her regular workday and then is called into work prior to the next regular workday, he or she shall be paid a minimum of one hour at his/her regular rate of pay. If and when time worked, for each particular call-in, exceeds one hour, he shall be paid for the actual hours worked.

SECTION 33: PERSONAL USE OF TOWN VEHICLES BY TOWN EMPLOYEES

No unauthorized personnel will be allowed to operate or be a passenger in a town owned vehicle without prior permission of the Town Manager, unless it is part of the nature of the position.

Town vehicles will not be used for personal use unless expressly authorized by the Town Manager. Town vehicles will not be used while under the influence of drugs, alcohol or medications that could impair driver performance or safety, or for the transportation of drugs, alcohol or medications unless it is consistent with the positions. (i.e. Police Department).

Distracted driving is illegal. Use of electronic devices should be minimal if at all while driving a Town owned vehicle. Texting, computer use and reading are forbidden while operating a Town owned vehicle. Adherence to all motor vehicle laws is required.

The Town recognizes that due to unique circumstances (i.e. winter weather, storms, snow plowing, trash collection) it may be necessary for Public Works employees to follow practices that are not normally acceptable. During those times employees are expected to use extreme caution and discontinue any such actions as soon as circumstances allow.

Because of the nature of the work and the level of service that the Town wishes to provide, the following positions shall be allowed twenty-four (24) hour use of a municipal vehicle: Police Chief and Parks and Recreation Director. The Public Works Foreman shall be allowed 24-hour use of a municipal vehicle during the winter season, November 1 to April 1.

SECTION 34: PERSONAL USE OF TOWN PROPERTY BY TOWN EMPLOYEES

The buildings, equipment, supplies, materials, reputation and status of the Town belong to the citizens of Wilton. No employee, officer, volunteer or citizen is entitled or authorized to take,

use, borrow or trade on the property except as is intended for and is available to the general public unless expressly authorized by the employee's Department Head or the Town Manager.

Unless expressly authorized by the employee's Department Head or the Town Manager, no person may use Town facilities, equipment, supplies, materials or resources for his own personal use or benefit or profit, or authorize such use for the personal or commercial use or profit of others except as is generally available to the public.

No employee shall use or authorize the use of the purchasing power, tax exempt status, municipal discount programs, credit record, authority of his position or other marketplace privilege of the Town for any purpose other than official business of the Town.

Town facilities shall not be used for repair or work on private vehicles - exception: Town owned tools, equipment, electronics and other property may not be loaned or borrowed for home or personal use except as generally available to the public. This shall not be construed to exclude personal and private use of office desks, lockers and storage areas, the incidental use of photocopiers, personal computers and similar property of the Town, provided such use is incidental and does not interfere with the operations of official business.

SECTION 35: REIMBURSEMENT OF EXPENSES

Mileage, Parking and Toll Costs. The Town of Wilton will reimburse actual and necessary expenses. This includes mileage in a privately owned vehicle. Mileage costs will be reimbursed at the current State of Maine **standard mileage rate**. The Town of Wilton will reimburse for parking and tolls associated with local or long distance trips. Parking and tolls reimbursement requires a receipt.

Lodging Costs. Lodging must be approved by the Town Manager. Accommodations that meet business and personal needs, and offer good value should be selected whenever possible. Travelers should use standard room accommodations at medium range hotels when available. The additional cost of room upgrades (suite, executive floor, room with a view, etc.) is not reimbursable. Receipts for all lodging must be attached to the expense report and itemized by expense category (meals, telephone, parking, etc.). Travelers will be reimbursed for actual lodging costs. In the event that a guest is sharing the room, only single occupancy will be reimbursed.

Hotel Phone Surcharges. Personal phone calls are not reimbursable. Travelers should use the hotel's long distance phone service only as a last resort because hotel surcharges can be as much as 100% of the actual cost of the call. Cell phones subsidized by the Town or calling cards are preferred.

Town Vehicle Use. Employees who use their own motor vehicle in the performance of their duties shall be reimbursed as stated above, providing no Town vehicle is available. If an employee uses their private vehicle, his own insurance is primary. No physical coverage is available through the Town coverage.

Non-Reimbursable Expenses. Non-reimbursable expenses are identified throughout this Policy. The following items are typically non-reimbursable expenses: upgrades to hotel rooms; fines, penalties, or legal fees; alcoholic beverages; mileage for personal side trips or errands; any expense non-town business related.

Expense Reporting. All expenses incurred must be substantiated by original receipts. All receipts should be stapled to a reimbursement form, signed by the employee requesting reimbursement and the Department Head. The suggested timeframe for expense report submission is within two weeks of travel. Travel & expense reports filed more than 60 days after expenses are incurred will not be reimbursed without the approval of the Town Manager.

SECTION 36: INTERNET AND ELECTRONIC MAIL

Electronic mail, internet and telecommunication access are resources made available to employees to communicate with each other, other entities, companies and individuals for the benefit of the Town. The Town of Wilton electronic mail system (e-mail) is designed to facilitate Town business communication among employees and other associates for messages or memoranda. Since no computer system is completely secure, the e-mail system is not intended to transmit sensitive materials, such as personnel decisions and other similar information, which may be more appropriately communicated by written memorandum or personal conversation.

The e-mail system is Town property and intended for Town business. All data and other electronic messages within this system are the property of the Town. In addition, the Town, through its managers and supervisors, reserves the right to review the contents of employees' e-mail communications when necessary for Town purposes. Employees may not intentionally intercept, eavesdrop, record, read, alter, or receive another person's e-mail messages without proper authorization.

The Town administers the necessary software and licenses to provide access to e-mail and internet services. Employees may not rent, copy or loan the software, or its documentation. The Town has invested much time and money to secure its electronic systems from intrusion and harmful viruses. Therefore, employees may not provide alternative software to access the system. Employees may be held responsible for any damages caused by using unauthorized software or viruses they introduce into the system. Department Heads are responsible for the implementation and adherence of this policy.

Passwords: While users may have a confidential password, they should be aware that this does not mean that the system is for personal confidential communication, nor does it suggest that email is the property right of the employee. The use of the e-mail system is for Town business and all data stored on the system is the property of the Town.

Internet: The internet provides the Town with significant access and dissemination of information to individuals outside of the municipality. The use of the internet system for access and dissemination is intended to serve Town business. Like all email messages, internet messages are capable of being forwarded without the express permission of the original author. Internet messages are also routinely passed through routers before they reach their final

destination. A message is "touched " many times before it gets to its recipient, and the message author should be aware of this. Therefore, users must use caution in the transmission and dissemination of messages outside of the Town, and must comply with all State and Federal laws.

Prohibited Uses: When sending e-mail messages, appropriateness and good judgment should be used. Following are examples of internet and e-mail uses that are prohibited: communications that would normally be considered by others as disruptive, offensive, abusive, or threatening; communications of sexually explicit images or messages; communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on race, national origin, sex, age, disability or religious beliefs; solicitation for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations; access to internet resources, including web sites and news groups that are inappropriate in a town setting; any other use that may compromise the integrity of the Town and its business in any way.

Retention: E-mail has been classified as "public" documents and as such must be retained based on the content of the e-mail according to the records retention schedule published by the Maine State Archivist.

Applicability: This section applies to all employees, contractors, part-time employees, volunteers, and other individuals who are provided access to the Town's e-mail system. Third parties should only be provided access to the e-mail system as necessary for their business purpose with the Town, and only if they abide by all applicable rules.

Rights and Access: Employees who leave employment with the Town have no right to the contents of their e-mail messages and are not allowed access to the e-mail system. Supervisors or management may access an employee's email if employees are on leave of absence, vacation, or it is necessary for the Town's business purposes.

Penalties: The misuse of the internet or e-mail privileges may be considered sufficient cause for discipline in accordance with this Policy, and/or other applicable rules or laws. In addition, violations of this Policy or misuse of the e-mail system may be referred for criminal prosecution.

SECTION 37: PERSONAL CELL PHONE USE

Cell phone use in the workplace can be distracting at the least and a nuisance at times. It is desirable that employees limit the use of cell phones to those issues that are urgent or use their cell phones during breaks. In the event that cell phone use within a department becomes a distraction to the point of interrupting the normal workflow, the Department Head or the Town Manager may institute corrective action limiting its use.

SECTION 38: MILITARY LEAVE

The Town of Wilton recognizes that employees who are members of the Maine National Guard or are Military Reservists may be called for active duty. The Town of Wilton will accommodate

these employees by complying with the Uniformed Services Employment and Recemployment Rights Act (USERRA) and applicable provisions of Maine law related to military leave.

SECTION 39: JURY DUTY

In the event that an employee loses all or part of his time on account of Jury Service, the Town shall pay such employee their regular wages on account of such absence from work. However, if while serving on Jury Duty, the employee is excused from duty they will be expected to return to work or, when approved by their Department Head, use vacation or holiday pay for the balance of the day.

If the employee receives juror's pay, he or she shall submit a statement of the amount received to the Town. If such juror's pay is less than the employee's regular pay for the period served as a juror, the employee shall be required to submit the entire amount of the juror's pay to the Town. If such juror's pay is equal to or greater than the employee's regular pay for the period served as a juror, the employee shall be required to refund the Town that amount of the juror's pay which is equal to the amount paid to the employee by the Town for the period served as juror.

SECTION 40: HEALTH INSURANCE

Permanent, full-time employees are eligible to participate in the Town's group health coverage plan and shall be eligible for employee health insurance with dependent coverage as determined by the Town during its annual enrollment or as otherwise specified in a collective bargaining agreement or employment contract. The employee's percentage of the cost of the premium will be provided by the Town on an annual basis following its plan renewal.

The Town will offer permanent, full-time employees who are eligible to participate in the Town's group health plan an incentive to opt-out of health care coverage by paying 50% of the Town's percentage of the annual premium for single coverage. Employees must provide annual proof of coverage with another plan to be eligible. This benefit will be paid weekly to employees, subject to applicable taxes.

In connection with its group health coverage, the Town may offer permanent, full-time employees the option to participate in a cafeteria plan as set forth in Section 125 of the Internal Revenue Code, which allows employees to pay for health benefits through pre-tax payroll deduction. In addition, the Town may offer permanent, full-time employees the option to enroll in a flexible spending account. Employees who voluntarily choose to participate in the flexible spending account may elect to make weekly deductions into their accounts to reimburse them for dependent care and/or medical expenses on a tax-free basis, subject to annual limitations. Information regarding the Flexible Spending Account option will be provided to employees during annual open enrollment. Elections to participate must be made during the open enrollment period.

Health insurance coverage will start on the first day of the month following the start of employment and employee contributions will commence on the corresponding payroll. When an

employee changes their enrollment option, the change shall be effective on the first day of the month following the change and payment will commence on the corresponding payroll.

Participants in the Town's group health coverage may also receive a basic Life Insurance benefit at no cost. This plan is subject to change with the Town's renewal of health coverage. Participants may purchase Supplemental and Dependent life insurance coverage at their expense.

SECTION 41: DENTAL AND VISION INSURANCE

Permanent, full-time employees are eligible to participate in the Town's group health coverage for Health/Dental/Vision benefits according to the rates established by the Town during annual enrollment. Additional dental and vision plan options may be offered by the Town for eligible employee to purchase at their expense.

SECTION 42: WORKER'S COMPENSATION

The Town provides Workers' Compensation Insurance coverage for all employees to the extent required by Maine law. When an on-the-job accident occurs resulting in injury or illness to an employee, the affected employee is to report it immediately to his or her supervisor or the Town Manager. The supervisor shall notify the Town Office staff or the Town Manager immediately or on the next work day following the accident. The employee shall then meet with the Town Office staff or the Town Manager to fill out the first report of the incident. In no event shall the employee's notice of the injury or illness be later than 60 days following the incident in order to be eligible for benefits under the workers' compensation laws. The notice must include the name and address of the injured employee and the time, place, cause and nature of the injury.

Preferred Provider Program: The Town has coordinated a preferred provider program for work-related medical services. For information on the Town's preferred provider, please see the Town Manager's designee. It is required that all employees, unless it is an emergency situation, seek medical treatment through the Town's preferred provider. All initial medical treatment is to be obtained from the Town's preferred provider and will be scheduled through the Town Manager's designee. In the event of a serious injury or illness that requires immediate medical attention, the employee should go to the nearest hospital or emergency room for treatment. The employee may elect to be seen by their own provider after ten (10) days from the initial treatment by the Town's preferred provider, however the Town is not responsible for payment of such services unless the employee has first notified the Town in writing of their intention to be treated by another health care provider and the Town has not objected to the same. The employee shall provide the Town with a complete copy of any medical reports or statements relating to the treatment or examination under this section within seven (7) days of such treatment.

Benefits: If an employee is injured on the job, the Town's Worker's Compensation insurance provider will determine the amounts of medical bills or lost wages to be paid for time the employee is required to be out of work.

Employees who have suffered a work-related illness or injury and who are receiving workers' compensation benefits may use accumulated sick leave to supplement workers' compensation

payments up to the equivalent of their net pay. Net pay, for purposes of this section shall be defined as an employee's gross base regular weekly wages less Federal and State taxes. Such supplementary pay and leave under this section is to be made only to the extent that accumulated sick leave is available.

Employees will be entitled to all benefit coverage to which they are otherwise eligible under this Policy while absent from work due to a work-related injury, however employees shall remain responsible for their share of benefits premium during such absence. In addition, employees may be placed on Family Medical Leave for any work-related injury that qualifies as such.

SECTION 43: RETIREMENT

Permanent, full-time employees are entitled to participate in the MissionSquare Retirement program and/or the Maine State Retirement System (MainePERS) or an Individual Retirement Account as established by town agreements or union contracts. Participation in MainePERS is subject to the contribution limits established by MainePERS and all applicable MainePERS rules, regulations and governing laws. The Board of Selectpersons may establish an employer match for employee contributions to the MissionSquare Retirement program as it deems in the best interest of the Town. The Board may limit matching contributions by the Town to those employees who participate solely in the MissionSquare Retirement program.

Any permanent, part-time employee may participate in the MissionSquare Retirement Plan as a secondary plan by making contributions from the employee's salary. The Town does not match or contribute to an employee's retirement under this paragraph.

All new hires choosing Maine State Retirement must make their participation election within 2 weeks of their hire date.

SECTION 44: INCOME PROTECTION

The Town offers an income protection plan through the Maine Municipal Employees Health Trust ("MMEHT"). The MMEHT Income Protection Plan is a short-term disability plan that provides income benefits to employees to replace a portion of the employee's weekly salary up to a maximum of \$1,000 per week during an extended absence from work caused by a non-work related accident, injury or illness. Employees must choose among the levels of coverage offered. The Town shall pay the monthly premium necessary to purchase \$600 of income protection under the plan. Employees shall be responsible to contribute through weekly payroll deduction the additional premiums based on the level of coverage selected over \$600. Employees may elect any level of additional coverage at their own expense.

Weekly benefits begin on the first day following an accident and eight day following an illness. Benefits are payable for a maximum of 52 weeks for each separate period of disability.

Employees receiving weekly income replacement benefits through the income protection plan are required to use accrued sick leave, to the extent available, to equal 100% of the employee's regular pre- tax weekly earnings.

SECTION 45: SICK LEAVE

Accrual: Permanent full-time employees, other than those covered by a collective bargaining agreement, shall be entitled to accrue (8 hours) of sick leave per month to accumulate to a maximum of 800 hours. Sick leave shall be earned by an employee at the foregoing rate in any month in which the employee is employed for forty (40) or more hours of actual work. For the purpose of this Section only as it relates to the accrual of sick leave, use of earned vacation time shall be considered as hours worked.

Use: An eligible employee shall be entitled to use sick leave pay when, by reason of "non-service-connected" disabling injury or illness, the employee is not able to perform the duties for which the employee is qualified. Sick leave may be used for care of the immediate family, defined as spouse or registered domestic partner, parent, children, legal wards, and stepchildren.

Employees are required to notify their supervisor or the Town Manager with as much advance notice as possible when intending to use sick leave. For non-exempt employees, absence for a portion of a day that is chargeable to sick leave is charged proportionately to the amount of time absent from work. The amount of time absent from work for which an employee can use sick leave does not count toward weekly hours worked for calculating overtime. For exempt employees, the Town shall make deductions from salary in accordance with FLSA standards for absences from work of one or more full days due to sickness, or disability. For absences from work of less than one full day, the Town will substitute the employee's regular salary pay with accrued sick leave in an amount equal to the hours during which the employee was absent from work. In all cases, sick leave shall be charged in minimum increments of .5 hours.

Sick days taken off before and after a holiday without prior approval will result in losing the paid holiday, unless a doctor's note is provided. Abuse of sick leave may be cause for disciplinary action.

Return to Work: The Town reserves the right to request a written statement from an employee's attending physician or send the employee to a physician selected by the Town, at the Town's expense. Employees who are on extended sick leave of three or more consecutive months shall not continue to earn or accrue sick leave. Except in unusual circumstances, employees shall be expected to return to full duty upon conclusion of a non-work related sick leave absence. Light duty work may be available if recommended by a physician, available in the department and approved by the Town Manager.

The Town of Wilton is concerned about the health and well-being of its employees and are committed to working with our employees and their healthcare providers to find work designed to assist injured workers in transitioning back to the workplace by performing meaningful work within their capabilities. This section shall apply to both work-related illnesses/injuries as well as non-work-related illnesses/injuries and is intended to be in addition to any applicable requirements of the Americans with Disabilities Act, Family Medical Leave Act or the Maine Workers Compensation Act.

The Town will consider assigning employees to light duty if they cannot perform one hundred percent (100%) of their normal duties due to physical injury or illness. The Town of

Wilton may require written documentation from a licensed physician describing the limitations, progress, and physical abilities of the employee in evaluating such light duty assignment. The employee's healthcare provider must provide written authorization for the employee to perform any light duty assignment. The employee is expected to be an active participant in this process by providing the Town updates following medical appointments and communicating changes in their restrictions.

The Town Manager and Department Head will define the light duty work assignments, subject to the limitations prescribed by the employee's healthcare provider. The work assignments can be for a department other than where the employee normally works. The working hours for light duty employees will not include any overtime. Hours will be limited to eight (8) hours or less per day, five (5) days or less per week during normal business hours. Employees will be compensated at their current rate of pay.

No temporary work assignment described or covered under this section is intended or offered as a permanent assignment or a reasonable accommodation under the American with Disabilities Act. The Town reserves the right to terminate a light duty assignment at any time.

Buyout: Upon reaching the maximum accumulation of 800 hours of sick leave accrued, the Town agrees to compensate each employee for a total of one third (1/3) of the days accumulated beyond eight hundred (800) hours on an annual basis. Payment will be made on or about July 1st of each year. For employees hired prior to July 1, 2017, upon retirement, separation from service in good standing, or death, the equivalent of one-third (1/3) days' pay for each day of accumulated and unused sick leave shall be paid to the employee, his beneficiary, or his estate, as circumstances shall warrant. Employees hired after July 1, 2017 shall not be eligible to be paid for any accumulated and unused sick leave upon retirement, separation from service in good standing or death.

SECTION 46: INFECTIOUS DISEASE

The purpose of this Section is to establish the policy of the Town for managing infectious disease issues as they relate to employees including but not limited to the following diseases: AIDS, Chickenpox, Hepatitis A, Hepatitis B, Impetigo, Measles, Mumps, Pertussis, Parasitic Infestations and SARS-CoV-2. Any employee who comes into contact with bodily fluids while performing his job, should immediately notify his Department Head.

It is the policy of the Town to assure to the extent possible a safe and healthful work environment and to ensure full compliance with state, federal and local requirements dealing with infectious diseases. Town procedures shall comply with the Center for Disease Control recommendations for specific infectious diseases. It is the obligation of all Town employees to take all reasonable precautions to protect themselves, co-workers and the public from infectious diseases. The Town shall make available, to all employees who have occupational exposure, the Hepatitis B vaccination series and post exposure evaluation and follow-up.

SECTION 47: FAMILY MEDICAL LEAVE

The following is a summary of a complex law. For more specific information about family medical leave, please see the Town Manager or Town Manager's designee. Town of Wilton eligible employees may be covered under the Federal Family and Medical Leave Act (FMLA) and/or the Maine Family Medical Leave Requirements Act (MFML). The Town qualifies as an employer under both Maine FML and the federal FMLA. Where there are conflicting provisions between the state and federal laws, the more generous provision may be applied, provided that the employee is otherwise covered under that law. However, the provisions of state and federal laws may not be combined. Family medical leave taken under one law will run concurrently with and be counted against eligible leave under the other law. Family and Medical Leave is a right and a benefit to Town employees. Employees may choose to utilize this benefit as outlined below and the Town has an obligation to designate all qualifying leave to the extent it has knowledge of the same. Distribution of this Policy is notification to all employees that they may be eligible for this benefit.

Employee Eligibility

In order to be eligible for family or medical leave under the Federal law (Family Medical Leave Act or FMLA), an employee must have worked for the Town of Wilton for 12 months (which need not have been consecutive), and have worked for at least 1,250 hours during the preceding 12-month period. The employee also must work in an office or worksite which employs 50 or more employees, or is within a 75 mile radius of 50 Town employees.

To be eligible for leave under Maine law, the employee must have worked for the Town of Wilton for at least 12 consecutive months. There is no requirement that the employee have worked at least 1,250 hours during the preceding 12-month period. The employee also must work at a worksite that employs 15 or more employees.

Types of Leave

Basic Family Medical Leave

The Town of Wilton provides family and medical leave to eligible employees under the Federal FMLA who need to take time off from work duties for the following reasons:

- a. Incapacity due to pregnancy, prenatal care or child birth and/or to care for a child of the employee after birth;
- b. Placement of a child into the employee's family by adoption or by a foster care arrangement;
- c. Care of the employee's spouse, child or parent who has a serious health condition; or
- d. Inability of the employee to perform the functions of the employee's position due to a serious health condition.

Under Maine law, family medical leave is also permitted for:

- a. The employee's donation of an organ for a human organ transplant;
- b. The birth of the employee's child or a child of the employee's domestic partner;
- c. The placement of a child 16 years of age or less with the employee or the employee's domestic partner in connection with the adoption of the child by the employee or the employee's domestic partner;
- d. To care for the employee's spouse, child, parent, domestic partner, domestic partner's child or sibling (defined below) with a serious health condition; or
- e. The employee's own serious health condition.

A "serious health condition" means a condition involving hospitalization or other institutionalization or continuing treatment by a licensed health care provider. Employees with questions about whether specific illnesses are covered under this policy are encouraged to meet with the Town Manager or the Town Manager's designee.

Military Family Leave

Military family leave may be taken by employees eligible for federal FMLA leave for the following reasons:

Qualifying exigencies associated with active duty or a call to active duty in a foreign country in support of a contingency operation.

- a. An employee whose spouse, son, daughter or parent who is a member of the Armed Forces and either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service;
- b. The qualifying exigency must be one of the following:
 - 1. Short-notice deployment;
 - 2. Military events and activities;
 - 3. Child care and school activities;
 - 4. Financial and legal arrangements;
 - 5. Counseling;
 - 6. Rest and recuperation;
 - 7. Post-deployment activities; and
 - 8. Additional activities that arise out of active duty, provided that the Town and employee agree, including agreement on timing and duration of the leave.

To care for an ill or injured service member.

- a. This leave may extend to up to 26 weeks in a single 12-month period for a FMLA eligible employee to care for a spouse, son, daughter, parent or next of kin who is a covered

service member with a serious illness or injury incurred in the line of duty on active duty in the Armed Forces, or which existed before the service member's active duty and was aggravated by service on active duty.

- b. Next of kin is defined as the closest blood relative of the injured or recovering service member.
- c. Under Maine law, eligible employees also may take up to 10 weeks of military family leave for the death or serious health condition of the employee's spouse, domestic partner, parent, sibling or child who is a member of the state military forces or the U.S. Armed Forces, including the National Guard and Reserves, and who dies or incurs a serious health condition while on active duty.
- d. Additional Family Military Leave might be available under Maine's Family Military Leave Law; however the requirements for eligibility under this law differ from the standard Maine Family Medical Leave law eligibility requirements.

How Much Leave May be Taken

- a) Employees who are eligible for family medical leave under the federal FMLA will be entitled to up to 12 workweeks of unpaid leave during a 12 month period for the FMLA basic leave and qualifying exigency circumstances listed above. For purposes of calculating whether and when the maximum 12-week period of leave has been reached, the Town of Wilton uses the fiscal year period. Using this method, the Town will look back over the current fiscal year from the date an employee takes leave, add all FMLA time the employee has used during the fiscal year period, and subtract that total from the employee's 12-week leave allotment.
- b) An eligible employee can take up to 26 weeks for the federal FMLA military caregiver leave described above during a single 12-month period.
 - i. For this military caregiver leave, the Town of Wilton will measure the 12-month period as a rolling 12-month period measured forward from the date the employee first takes leave.
 - ii. FMLA leave taken for other FMLA circumstances will be deducted from the total of 26 weeks available.
- c) Those employees who are eligible for leave under the Maine FML law only will be entitled to up to 10 work weeks of leave in a two-year period.
- d) When a leave is covered by both federal and state laws, you may not take separate leaves under each law in order to extend the 12-week period. However, if a leave is covered solely by the state law, you remain eligible for federal FMLA leave.

Use of Paid and Unpaid Leave

Family or medical leave is unpaid leave. However, an employee may choose to use any accrued paid leave (e.g., sick or vacation subject to the requirements of this Policy) while out on FMLA leave, to be deducted concurrently with the family medical leave time.

Procedure for Requesting Leave

- a) As soon as eligible employees become aware of the present or potential need for a family or medical leave of absence, they should request the leave from the Town Manager. The employee must complete a specific FMLA form available from the Town Manager.
- b) When an employee plans to take leave under this Policy, the employee must give the Town of Wilton 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is possible. Generally, this means the employee must provide notice of the need for leave either the same day he learns of the need for leave or the next business day. The Town may delay the leave if such notice is not given.
- c) Leave for the birth or placement of a child must be taken within twelve (12) months of that birth or placement.
- d) An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the Town of Wilton's operations.
- e) Upon receiving a request for FMLA, the Town will notify the employee if the employee is eligible for leave and if leave has been designated as FMLA leave.

Medical Certification

- a) Employees will be required to submit medical certification from a health care provider to support a request for family or medical leave under this Policy for the serious health condition of the employee or the employee's spouse, child, parent, sibling or domestic partner. Completed certification forms are treated as confidential medical records.
- b) Completed and signed Medical Certification forms are required to be submitted to the Finance Department or Town Manager within fifteen (15) days of the employee's receipt of the Medical Certification form provided by the Town of Wilton. An employee's failure to submit a completed medical certification within this time period may result in a leave request being rejected as "qualifying" family or medical leave.
- c) Qualified health care providers include: doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as

defined under State law; and Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

- d) The Town of Wilton may, at its own expense, seek a second opinion, or third if there are differing opinions.
- e) During the employee's family or medical leave, the Town of Wilton may request that the employee provide recertification of a serious health condition at designated intervals and/or upon the occurrence of certain events.
- f) Employees requesting leave for qualifying exigencies will be required to submit certification of the military member's active duty and the facts that show the qualifying exigency.
- g) Employees requesting leave to care for a family member or next of kin who has been injured in the line of duty in the Armed Forces will be required to provide certification of military status and of the serious injury or illness.
- h) The Town of Wilton may also seek certification of an individual's status as a family member or domestic partner (Affidavit of Domestic Partnership).

Intermittent Leave

- a) Employees may take leave intermittently or on a reduced-leave schedule:
 - i. to care for a child, spouse, parent, domestic partner, domestic partner's child or sibling with a serious health condition (when the employee is entitled to such leave), or in the case of an employee's own serious health condition or organ donation, when medically necessary; or
 - ii. for the birth or adoption (or foster care placement) of a son or daughter only if the employee and the Town of Wilton agree to such an arrangement.
- b) Under the FMLA's family military leave provisions, employees also may use intermittent FMLA leave for qualifying exigencies and to care for a covered service member with a serious illness or injury.
- c) The Town of Wilton may temporarily transfer an employee taking intermittent leave to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment.

Benefits Coverage During Leave

- a) Subject to the terms, conditions and limitations of the applicable plan(s), group health, vision and dental benefits will continue through the Town of Wilton for the duration of the leave.
- b) To continue coverage during the period of the leave, the employee will be responsible for his normal contributions toward his benefits, and must forward that contribution to the Town of Wilton on a monthly basis. Payment shall be made either in person or by mail to the Town Office by the first day of each month or as agreed to by the Town Manager or the Town Manager's designee.
- c) If payment is more than 30 days overdue, the Town of Wilton may commence action to drop coverage.
- d) If the employee informs the Town of Wilton that he does not intend to return to work at the end of the leave period, the Town of Wilton's obligation to provide health benefits ends.
- e) If the employee contributes to a life insurance or disability plan, the Town of Wilton will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the Town of Wilton will request that the employee continue to make those payments, along with the health care payments. If the employee does not continue these payments, the Town of Wilton will recover the payments at the end of the leave period, in a manner consistent with the law.
- f) An employee who takes family or medical leave will not lose any employment benefits that accrued before the date leave began.

Denial of Rights

The rights described in this Policy will not be available to any employee who requests leave on fraudulent grounds or who abuses Town of Wilton leave policies.

Restoration to Employment Following Leave

Employees eligible for family and medical leave – with the exception of those employees designated as “highly compensated employees” – will be restored to their old positions or to a position with equivalent pay, benefits, and other terms and conditions of employment at the end of the leave.

An employee is entitled to reinstatement only if he would have continued to be employed had family or medical leave not been taken; thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought.

Return from Leave

Before the employee returns to work from family medical leave for the employee's own serious health condition, the employee will be required to provide a fitness-for-duty medical certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work. When leave is for disability due to childbirth, a return-to-work medical certification will not be required unless a disability leave exceeds six weeks following the birth. If such certification is not received, the employee's return to work may be delayed until the certification is provided or employment may be terminated.

Failure to Return from Leave

The failure of an employee to return to work upon the expiration of a family or medical leave of absence may subject the employee to corrective action up to and including termination of employment unless an extension is granted.

SECTION 48: OTHER LEAVE

If an employee is not eligible for or has otherwise exhausted other available leave, such as FMLA, or requires an extension of leave due to a disability or serious health condition, the employee may be eligible to take a leave of absence pursuant to this section where medically necessary. All leave requests must be submitted to the Town Manager and will be reviewed pursuant to applicable state and federal law including but not limited to the state and federal Family Medical Leave laws and the Americans with Disabilities Act.

An employee may also request a personal leave-of-absence in writing to the Town Manager. Such leave shall be without pay and without such benefits unless the duration of the requested leave is such that maintaining certain employee benefits is more efficient and/or cost effective for the Town. Such leave will be granted at the discretion of, and on any terms as directed, by the Town Manager, but in no event shall such leave shall exceed three (3) months.

Any request for a leave of absence must be made in writing to the Town Manager. If in the event that a leave of absence is granted, it will be without pay and the employee shall remain responsible for his or her share of all insurance premiums. If an extended leave of over ten (10) days is granted, the employee will become responsible for the total cost of all insurance premiums, except as otherwise provided herein under applicable FMLA provisions. However, if an employee's FMLA leave is exhausted and the employee is granted extended leave for a qualifying FMLA event, benefit coverage will continue as identified in "Benefits Coverage During Leave" above.

If an employee fails to return to work following an approved extended leave, the Town may seek repayment from the employee of any employer portion of premiums paid during the related leave, as allowed by law, unless the employee is medically unable to return to work. The employee must return to work for at least a period equal to the amount of leave taken or they will be subject to the repayment obligation. An employee who does not return to work following their leave is not eligible for any pay-out of sick or personal time accrued, unless the employee is medically unable to return to work. Failure by the employee to return to work immediately after the expiration of an approved leave is deemed a resignation from employment, unless the Town

Manager is notified in advance of the expiration of leave as to the circumstances and approves an extension of leave.

Pursuant to Maine law (26 M.R.S.A. 850), the Town grants reasonable and necessary leave from work to an employee who is a victim or whose child, parent or spouse is a victim of violence, assault, sexual assault, stalking or any act that would warrant an order for protection under Maine law. Such leave will be granted without pay, however the employee is entitled to use accrued paid vacation or sick leave. The need for leave must be communicated to the Town within a reasonable time under the circumstances. If the leave is deemed in the Town's sole discretion based on the information available impractical, unreasonable or unnecessary, or would create an undue hardship on the Town, such leave may be denied. Leave may be granted under this section for the following purposes: a. to prepare for and attend court proceedings; b. to receive medical treatment or attend medical treatment for a victim who is the employee's daughter, son, parent or spouse, or; c. to obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking

SECTION 49: VACATION LEAVE

Permanent, full-time employees shall accrue paid vacation time as negotiated by the Board of Selectpersons, with a maximum of four weeks (160 hours) per anniversary year, unless previously grandfathered with additional vacation hours.

Employees, at their option, may carry over up to forty (40) hours unused vacation time during the year in which it is due.

Use of vacation time shall be subject to the prior approval of the Department Head or Town Manager and is only permitted to be used following successful completion of the probationary period. Vacation time shall not be used for purposes of sick leave, unless the employee has exhausted all accrued sick leave.

Upon separation of employment all unused vacation time will be paid to the Employee.

SECTION 50: HOLIDAYS

Professional Level Employees will be eligible for paid holidays as set forth in Addendum A. Union employees will be eligible for paid holidays as set forth in the applicable Collective Bargaining Agreement. Year-round Part Time Employees will be eligible for paid holidays on Thanksgiving and Christmas, or other holidays as designated by the Board of Selectpersons.

If a holiday falls on a Saturday, the preceding Friday shall be the observed holiday. If a holiday falls on a Sunday, the following Monday shall be the observed holiday. If an exempt employee is required to work on a holiday, he/she shall be given an equal amount of time off on another day, such time to be mutually agreeable to the Town Manager and the employee. In the event that non-exempt employees, are required to work on any of the aforementioned holidays, which also constitutes hours in excess of their standard workweek, they will receive a number of hours equal

to their standard workday for the Holiday, and time and a half for the actual number of hours worked as overtime.

SECTION 51: EARNED PAID LEAVE

Employees of the Town who are not otherwise eligible under this Policy or a Collective Bargaining Agreement to accrue paid leave, with certain exceptions as allowed by law, are entitled to earned paid leave (EPL) per MRSA Title 26, Chapter 7, Section 637, Maine's Earned Paid Leave law. Exceptions include but are not limited to employees who are classified as seasonal employees and certain Election workers.

Employees eligible under this Section are entitled to earn one hour of EPL leave for every 40 hours worked, up to 40 hours in one year of employment. Accrual of EPL leave begins at start of employment and accrued but unused leave carries over year to year, up to a maximum accrual of 40 hours. An employee who leaves employment and then returns to employment within one year will be eligible for their previously accrued EPL leave.

Once eligible employees have been employed for 120 calendar days, they may use accrued EPL leave for any reason in minimum increments of 1 hour. EPL leave will be paid at the employee's regular rate of pay as established in the week immediately prior to taking EPL. Employees must provide notice to their supervisor at least 4 weeks in advance of their intent to use this leave, unless leave is for an emergency, illness, or other sudden necessity where advance notice may not be feasible, and then notice must be given as soon as practicable. Unused accrued EPL leave (up to 40 hours) will not be paid to the employee at time of separation.

SECTION 52: PERFORMANCE EVALUATIONS

Evaluation of employee performance shall be an ongoing consideration throughout employment. An annual performance evaluation shall be completed by the employee's supervisor or as otherwise set forth in an applicable collective bargaining agreement or Addendum A to this policy.

SECTION 53: WAGES

It is the goal of the Town of Wilton to pay competitive wages with other municipalities of similar size and characteristics. The Board of Selectpersons will set wages and wage increases or approve wages as set by the Town Manager.

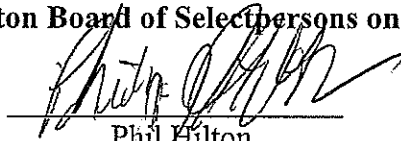
SECTION 54: REDUCTION IN FORCE

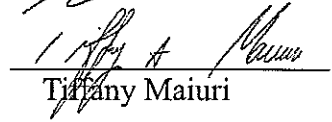
In the event the Town experiences a lack of funds or work for current employees as determined by the Board of Selectpersons and the Town Manager, the Town may reduce the number of employees of the Town as it deems to be in the best interest of the Town. Seniority and/or

employee performance may be considered as factors in the reduction in force, but are not required to be considered and are not required to be the sole criteria in determining which employees may be affected by a reduction in force. A permanent full-time employee who is laid off as a result of a reduction in force shall receive a minimum of a two week notice or pay in lieu of notice.

Approved by the Wilton Board of Selectpersons on June 28, 2022


David Leavitt


Phil Hilton


Tiffany Maiuri


Keith Swett

Tom Saviello

July 14, 2026

Maria Greeley
Town Manager
Town of Wilton
158 Weld Road
Wilton, ME 04294

Subject: Former Forster Mill – Reuse Planning
 81 Depot Street
 Wilton, Maine

Dear Maria:

Sevee & Maher Engineers, Inc. (SME) is pleased to provide this proposal to the Town of Wilton (the “Town”) to assist with reuse planning for the former Forster Mill site (“Site”). SME staff Nick Sabatine and Jaime Madore have significant experience working at the Site as part of prior U.S. Environmental Protection Agency (U.S.EPA), Department of Economic and Community Development (DECD), and Androscoggin Valley Council of Governments (AVCOG)-funded Brownfields cleanups. We will utilize that experience to assist the Town identify viable reuse alternative(s) for the Site. Based on our discussions during the Town’s June 23, 2026 Executive Session Selectboard meeting, we have developed the following Scope of Services.

SCOPE OF SERVICES

Task 1 – Remedial Action Guidelines Comparison

The most recent environmental investigations occurred at the Site circa 2015-2017; those investigations were compared to the Maine Department of Environmental Protection (MEDEP) Remedial Action Guidelines (RAGs) which were applicable at that time. However, since those investigations occurred, the RAGs have been updated; the most recent edition is dated November 15, 2023.

SME will compare prior test results to the current RAGs and will create a summary memo detailing our findings.

Task 2 – MEDEP Communication

SME will host a discussion with MEDEP Brownfields staff, following the completion of Task 1. Our conversation will focus on Site reuse, and will consider how the current environmental conditions (determined as part of Task 1) may impact reuse options. As we discussed during the Selectboard meeting, the 2020 MEDEP Certificate of Completion (COC) for the Site places restrictions on site reuse; currently, the Site may only be used for industrial or commercial purposes unless permission is obtained from the MEDEP. SME will explore options with MEDEP to determine how those restrictions may be eliminated or modified.

Task 3 – AVCOG Communication

Following Tasks 1 and 2, SME will host a discussion with AVCOG Brownfields staff (likely, Amy Landry-Executive Director) to determine how the AVCOG Brownfields program could potentially assist the Town in the overall redevelopment of the Site. Brownfields assistance may include the use of AVCOG planning staff, assistance in the development of a Developer RFP, or direct assistance from their Brownfields Qualified Environmental Professional (QEP).

If it is determined that additional investigation is necessary at the Site to eliminate or reduce the current reuse restrictions (Task 2), AVCOG Brownfields funds potentially could be used to perform that sampling.

Task 4 – UCONN TAB Application

As we discussed during the Selectboard meeting, UCONN TAB has a contract direct to U.S.EPA Region 1 Brownfields to assist in Brownfields redevelopment projects. This program would be free of charge to the Town and could include reuse planning (historic research, review of prior assessment and cleanup activities, landscape architectural drawings of reuse options, etc.). We understand that in the near future (July/August), UCONN will open their request for potential projects. Although there are no guarantees that this project will be accepted into the program, we recommend that the Town submit an application. SME will prepare an application on behalf of the Town. If the Town is successful in their application, SME will attend a virtual kickoff meeting with the Town and UCONN.

PROJECT COST

SME recommends establishing a project budget of \$6,900 which will not be exceeded without your prior authorization. Should you require additional tasks, SME will complete the work on a time-and-materials basis, following your authorization.

Task	Estimated Budget
Task 1-Remedial Action Guidelines Comparison	\$3,600
Task 2-Maine DEP Communication & Meeting	\$1,000
Task 3-AVCOG Communication & Meeting	\$500
Task 4-UCONN TAB Application	1,800
Total	\$6,900

SCHEDULE

SME is prepared to start this work immediately upon your authorization to proceed. SME anticipates that Task 1 can be completed within two weeks and the other tasks can be completed within two months.

If UCONN TAB accepts the Town's application, that work would start in September with their final work completed by year end.

LIMITATIONS

Our cost assumptions are based on our professional judgment and experience working on similar Brownfields projects in Maine. If additional information becomes available in the future, we reserve the right to revisit the Scope, schedule, and budget estimates, as necessary. Work described herein is subject to the attached Schedule of Contract Conditions.

AUTHORIZATION

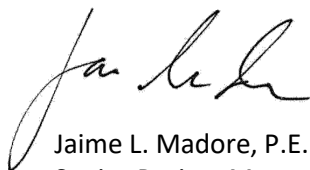
Your signature below constitutes authorization to proceed on the work described herein. Please sign and return a copy of this proposal for our files. Receipt of this signed proposal will serve as authorization to proceed. Should questions arise or additional information be desired, please do not hesitate to contact Jaime at 207.749.3188 or Nick at 207.712.9223.

Sincerely,

SEVEE & MAHER ENGINEERS, INC.

ACCEPTED and AGREED TO:

Town of Wilton



Jaime L. Madore, P.E.
Senior Project Manager

Signature



Nicholas O. Sabatine, P.G.
Brownfields Program Lead

Printed Name

Date

Attachments:

Attachment 1 – Fee Schedule

Attachment 2 – Schedule of Contract Condition

ATTACHMENT 1

FEE SCHEDULE



2026 FEE SCHEDULE

Sevee & Maher Engineers (SME) accepts payments via check, ACH/wire transfer and Zelle.

Payments made via credit card will be charged an additional 3.5%.

Payments made via Venmo will be charged an additional 1.9%.

EXPERT WITNESS – DEPOSITION/TRIAL	\$375/hr
EXPERT WITNESS – FILE REVIEW	\$275/hr
PRINCIPAL	\$250/hr
SR. CHEMIST/SR. TOXICOLOGIST	\$250/hr
CERTIFIED INDUSTRIAL HYGIENIST	\$225/hr
PROJECT MANAGER/SR. ENGINEER/SR. GEOLOGIST/SR. SCIENTIST	\$190/hr
PROGRAM MANAGER	\$190/hr
ENGINEER/GEOLOGIST/SCIENTIST	\$165/hr
SR. INDUSTRIAL HYGIENIST	\$160/hr
SENIOR FIELD ENGINEER	\$160/hr
INDUSTRIAL HYGIENIST	\$135/hr
SR. CADD/SR. DESIGNER	\$130/hr
FIELD ENGINEER/FIELD GEOLOGIST	\$130/hr
SENIOR TECHNICIAN	\$130/hr
CADD/DESIGNER	\$110/hr
TECHNICIAN	\$100/hr
JUNIOR TECHNICIAN	\$90/hr
ADMINISTRATIVE SUPPORT	\$75/hr
COMMUNICATIONS	3% of labor
COMPANY VEHICLE USE	\$0.75/mile
PERSONAL VEHICLE USE	IRS Prevailing Rate
SUBCONTRACTORS	Cost + 15%
PERMIT/APPLICATION FEES	Cost + 10%
DIRECT EXPENSES	Cost + 10%

Invoices will be submitted every 4 weeks. Please remit to Sevee & Maher Engineers within 30 days of receipt of invoice unless alternative terms have been arranged. A finance charge of 1.5% per month may be added to past due amounts.

ATTACHMENT 2

SCHEDULE OF CONTRACT CONDITIONS

Schedule of Contract Conditions

Scope of Services

Sevee & Maher Engineers, Inc. (SME) shall perform the professional services designated and described in the letter agreement dated July 14, 2026 between SME and Town of Wilton (hereafter referred to as the Client) which constitutes a part of this Schedule.

Ownership of Documents

All documents, including Drawings, Specifications, estimates, field notes, and other data, prepared or furnished under the scope of services described in the letter agreement are instruments of service in respect to the Project and shall remain the property of SME whether or not the Project is completed. Client may make copies thereof as is necessary to occupy and operate the Project by Client or others, however, such documents are not intended or represented to be suitable for additions, extensions, or completion of the Project by another engineer, use on any other project or use by anyone other than the client. Any reuse without written verification or adaptation by SME for the specific purpose intended is at Client's sole risk and without liability or legal exposure to SME or their independent contractors or consultants.

Opinions of Cost

In providing estimates of probable construction cost, the Client understands that SME has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that SME's estimates of probable construction costs are made on the basis of SME's professional judgment and experience. SME makes no warranty, expressed or implied, that the bids or the negotiated cost of the Work will not vary from SME's estimate of probable construction cost.

Health and Safety

SME shall be responsible for, and its employees shall follow, health and safety precautions which meet federal, state, and local standards, statutes, and regulations. SME shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures for other than its own employees or subconsultants. SME shall not share any responsibility for the acts, errors, or omissions of its subconsultants or other parties on the Project nor have control or change of, or be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs.

SME observation and testing of portions of the work of other parties on the Project shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable health and safety requirements.

Risk Allocation

The Client hereby agrees to limit SME's total liability for any claims or damages of any nature whatsoever to a maximum amount equal to the total compensation received by SME under this agreement.

SME observation and testing of portions of the work of other parties on the Project shall not relieve other parties from their responsibilities for performing their work in accordance with applicable plans, and specifications.

Indemnification

SME agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages or liabilities, to the extent caused by

SME's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom SME is legally liable. Such indemnification will be within the limits and conditions of SME's Workmen's Compensation and General Liability insurance. SME shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SME, its officers, directors, employees and subconsultants (collectively, SME) against all damages or liabilities, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Claims Against SME

Client acknowledges that SME is a corporation and agrees that any claim made by Client arising out of any act or omission by any officer or employee of SME shall be made against SME and not against such officer or employee.

Project Suspension/Abandonment

If the Project is suspended or abandoned in whole or in part for more than three months, SME will be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with payment of reimbursable expenses then due. If the Project is resumed after being suspended for more than three months, SME's compensation shall be equitably adjusted.

Dispute Resolution

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and SME agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and SME further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

Compliance with Applicable Law

The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes, and regulations in effect as of the date of the letter proposal. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

Standard of Care

Services performed by SME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

Payment(s) for Services Rendered

Each invoice, upon submittal, is due and payable by Client. Invoices are past due after 30 days unless other payment terms have been agreed upon. Past due amounts are subject to a charge on the outstanding

balance of the lesser of one and one-half percent per month or part thereof (18 percent per annum) or the maximum permissible by law. Client agrees to pay SME's attorney's fees, interest, and all other costs incurred in collecting past due amounts. Unless otherwise agreed, SME shall be paid in full at the contract rates for any additional services performed at Client's request more than those stated in this Agreement. The Client's obligation to pay for the Services contracted for is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of a project. The Client shall remain obligated to pay SME for the services even though the test results or report produced by SME may contain conclusions unfavorable to the Client's interests.