



TOWN OF KITTERY
200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1329 Fax: (207) 439-6806

November 27, 2017

Council Chambers

Kittery Town Council
Regular Meeting
7:00 p.m.

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption
6. Town Manager's Report
7. Acceptance of Previous Minutes
8. Interviews for the Board of Appeals and Planning

Board of Appeals – one position effective immediately until 11/1/20

- Vern Gardner

9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials.

10. PUBLIC HEARINGS

11. DISCUSSION

- a. Discussion by members of the public (three minutes per person)
- b. Response to public comment directed to a particular Councilor
- c. Chairperson's response to public comments

12. UNFINISHED BUSINESS

(100217-3) The Kittery Town Council hereby ordains Title 15 Code of Ethics of the Kittery Town Code, as presented.

13. NEW BUSINESS

- a. Donations/gifts received for Council disposition.
- b. (110217-1) The Kittery Town Council moves to approve the disbursement warrants.

c. (110217-2) The Kittery Town Council moves to approve an application from York Harbor Brewing Corp., 439 US Route 1, Kittery, Maine for a Malt and Vinous License for Maine Beer Café, 439 US Route 1.

d. (110217-3) The Kittery Town Council moves to approved five town-wide Sidewalk Sales Events for 2018 as requested by the Kittery Outlet Association: May 25-28; July 4-7; August 10-13; August 31-September 3; October 5-8.

e. (110217-4) The Kittery Town Council moves to appoint Council members to On-going Council Committees.

f. (110217-5) The Kittery Town Council moves to schedule a public hearing on proposed amendments to Title 2 Administration and Personnel – Planning.

g. (110217-6) The Kittery Town Council moves to schedule a public hearing on proposed amendments to Title 2 Administration and Personnel – Recreation Dept.

h. (110217-7) The Kittery Town Council moves to schedule a hearing for Amazing.net for revocation or suspension of their Viewing Booths License and/or issuance of fines.

i. (110217-8) The Kittery Town Council moves to approve and sign a three-year labor contract from July 1, 2017 thru June 30, 2020, for the Police Officers unit.

j. (110217-9) The Kittery Town Council moves to approve and sign a three-year labor contract from July 1, 2017 thru June 30, 2020, for the Police Dispatchers unit.

k. (110217-10) The Kittery Town Council moves to approve and sign a three-year labor contract from July 1, 2017 thru June 30, 2020, for the Public Works unit.

l. (110217-11) The Kittery Town Council moves to approve and sign the policy on Treasurer's Disbursement Warrants for Employee Wages and Benefits, designating three Councilors, who may review, approve and sign such warrants, to expire on November 30, 2018.

m. (110217-12) The Kittery Town Council moves to approve and sign the policy on Treasurer's Disbursement Warrants for Municipal Expenses, designating three Councilors who may review, approve and sign such warrants, to expire on November 30, 2018.

n. (110217-13) The Kittery Town Council approve and sign the School Department policy on General Disbursement Warrants for Educational Expenses, designating three Councilors who may review, approve and sign such warrants, to expire on November 30, 2018.

o. (110217-14) The Kittery Town Council moves to approve and sign the School Department policy on Disbursement Warrants for School Employee Wages and Benefits, designating three School Committee Members who may review, approve and sign such warrants, to expire on November 30, 2018.

p. (110217-15) The Kittery Town Council moves to authorize the First Christian Church at Kittery Point to post 20 signs at various locations throughout town, from 12/10/17 through 12/26/17, to advertise their Christmas Eve service.

q. (110217-16) The Kittery Town Council moves to schedule a public hearing on proposed amendments to Title 16 of the Kittery Town Code.

14. COUNCILOR ISSUES OR COMMENTS

15. COMMITTEE AND OTHER REPORTS

- a. Communications from the Chairperson
- b. Committee Reports

16. EXECUTIVE SESSION

(110217-17) The Kittery Town Council moves to go in to Executive Session with the Town Manager in accordance with 1 M.R.S. §405 (6) (D) to discuss contract labor negotiations.

17. ADJOURNMENT

Posted: November 22, 2017



TOWN OF KITTERY

Office of the Town Manager

200 Rogers Road, Kittery, ME 03904

Telephone: 207-475-1329 Fax: 207-439-6806

kamaral@kitteryme.org

Town Manager's Report to the Town Council November 27, 2017

- 1. Code Enforcement Updates** – This is to provide a brief update on the various code enforcement requests from various Councilors:
 - 103 Old Post Road: The Code Enforcement Officer inspected the site; the structure is secure. Though the landscaping may be unkempt, it is not in violation of ordinance. CEO will keep an eye on the parcel.
 - 35 Sterling Road: The Code Enforcement Officer has contacted the owner about the town order to demolish. Due to years of inaction by the owner, we will review with Town Attorney and determine next steps.
 - 33 Martin Road: Councilor Denault provided a detailed report on the complaint. The Code Enforcement Officer has developed a timeline of approvals and actions the town has taken relative to this parcel. We are reviewing to determine next steps.
 - Dineen Bus Depot: This parcel is being monitored to ensure the buses being parked are in compliance with code. No violations have been identified as of yet.
 - 28 Oak Terrace: The Code Enforcement Officer has met with the owner. He is working with area organizations to get assistance for the owner to resolve the code issues. He will be following up with the owner again soon.
- 2. York River Study Committee and Library Working Group** – Council requested I reach out to Judy Spiller about her interest in remaining involved in the York River Study Committee and the Library Working Group. She indicated that she is interested in remaining involved in the Library Working Group. Councilor Pelletier also serves on this group. Ms. Spiller also indicated she would like to step away from the York River Study Committee so a Councilor may serve. She communicated that the work of this group is important and will need Council action in the future; having a Councilor serve on the Committee creates an important connection for the effort.
- 3. Planning Department** – Kathy Connor, of Southern Maine Planning and Development Commission, will be serving as interim Planner while we work to fill positions in the Planning Department. Ms. Connor will be in the office one day a week, and available via phone and email otherwise. She will also attend the Planning Board meetings. CMA Engineers will continue to provide technical review and back-up support. I met with Vice Chair Karen Kalmar to provide the Planning Board leadership team an update on the interim plan. I requested through Ms. Kalmar, that the Planning Board consider forgoing their second monthly meeting in January and February. The second monthly meetings are typically focused on ordinance review and discussion, rather than project reviews.

4. **Kittery Water District** – During public comment on November 13, Mr. Lincoln recommended the Council take steps to encourage the relocation of the Kittery Water District to a better suited site. In July, I communicated with Superintendent Mike Rogers about KWD’s interest in relocation. He provided me with the terms the KWD would seek. We have assisted interested developers in making connections with KWD, and have incorporated the potential for a KWD relocation to the business park zone in our zoning revision work. Because KWD is a wholly separate entity, we are limited in our ability to affect a relocation, however we will continue to do all that is possible to facilitate the development of options.
5. **Speed Enforcement** – Following up on various Councilors’ requests for speed enforcement, Kittery Police Department staff have been at a number of targeted locations throughout town conducting speed enforcement. We have two speed trailers deployed throughout town and one data collector. Officers have also been conducting speed enforcement at Shapleigh School.
6. **Legion Pond Algae** – Councilor Thomson requested we look into the condition of Legion Pond and the apparent algae bloom on the surface. At the request of a resident, Jessa Kellogg conducted a water quality test on Legion Pond in late summer. Ms. Kellogg reported that the results showed high levels of fecal coliform bacteria. There were no human sources of bacteria detected, meaning no leaking septic system or sanitary sewer system. She explained that sources of nutrient and phosphates that are contributing to the bloom are likely from waterfowl, pet waste, lawn clippings, and fertilizers/pesticides on abutting lawns to the pond. To remedy the algae problem would likely require an aeration system to increase oxygen levels in the pond, improvement to shore buffers, and educating residents in the area on what steps they can take to improve the health of the pond.
7. **Staff Recognition** – I am pleased to recognize a number of staff members for Service Awards and Employee of the Quarter Awards. Please see the list enclosed.

Upcoming Dates:

- Holiday Parade and Tree Lighting – December 2, 3PM
- USS New Mexico Welcome Reception – December 6, 6PM, Kittery Community Center

Respectfully Submitted,



Kendra Amaral
Town Manager

**Town of Kittery
Service Awards**

Concatenated Name	Name	Hire Date	YOS	Job Class Desc
BOSSI, MOLLY	Molly Bossi	04/09/12	5	POLICE OFFICER
COOK, KYLE	Kyle Cook	08/28/12	5	REC SPORTS COORDINATOR
FINLEY, MAUREEN	Maureen Finley	04/21/12	5	RECEPTIONIST
FURBISH, STEVEN	Steven Furbish	04/29/12	5	CUSTODIAN
KELLOGG, JESSICA	Jessica Kellogg	05/21/12	5	SHORELAND RESOURCE OFFICER/ STORMWATER COORDINATOR
LINCOLN, SCOTT	Scott Lincoln	07/10/12	5	HEAD CUSTODIAN
LINDMAN, DANIELLE	Danielle Lindman	02/13/12	5	SECRETARY TO THE CHIEF OF POLICE
WALSH, PETER	Peter Walsh	07/18/12	5	PARKS PART TIME SALARY
WALSH, WILLIAM	William Walsh	12/01/07	10	POLICE OFFICER
WHITE, PATRICK	Patrick White	03/16/07	10	DRIVER/LABORER II
BISHOP, ROCHELLE	Rochelle Bishop	10/08/02	15	ASSISTANT CEO
CONNOLLY, MATTHEW	Matthew Connolly	08/13/02	15	OPERATOR II
WHITE, MADISON	Madison White	11/01/12	5	FIRE DEPARTMENT SALARIES
CORCORAN, DAVID	David Corcoran	05/01/07	10	FIRE DEPARTMENT SALARIES
POTTER, VICKI	Vicki Potter	05/01/92	25	FIRE DEPARTMENT SALARIES
BITOMSKI, MARK	Mark Bitomski	07/01/87	30	FIRE DEPARTMENT SALARIES
ERHARD, STEVEN	Steven Erhard	10/01/87	30	FIRE DEPARTMENT SALARIES

Employee of the Quarter	
Fourth Quarter Fiscal Year 2017 (April to June)	
Town Hall	Michelle McDonald
Community Center	Andrew Eames
Department of Public Works	Jessica Kellogg



TOWN OF KITTEERY, MAINE
TOWN CLERK'S OFFICE
 200 Rogers Road, Kittery, ME 03904
 Telephone: (207) 475-1328 Fax: (207) 439-6806

RECEIVED
 JUN 15 2016
 BY: 3:34 PM

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: VERN GARDNER
 RESIDENCE: 2 TUCKER COVE
 MAILING (if different) P.O. Box 214, PORTSMOUTH, N.H. 03802
 E-MAIL ADDRESS: VERN.GARDNER@COMCAST.NET PHONE #: (Home) 439-4359 (Work) 439-9699

Requested to
 keep applicati
 in the pool
 12/14/16.310
 (MP)

Please check your choice:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Board of Appeals | <input type="checkbox"/> Board of Assessment Review |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Mary Safford Wildes Trust |
| <input type="checkbox"/> Comprehensive Plan Update Committee | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> Education Scholarship Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Parks Commission | <input type="checkbox"/> Open Space Committee |
| <input type="checkbox"/> Port Authority | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Personnel Board | <input type="checkbox"/> Other _____ |

Requested
 to keep
 applicator
 in the
 pool
 2/23/17
 12:26,
 (M)

EDUCATION/TRAINING: BA, NASSON COLLEGE / INDEPENDENT STUDY UNIT ECONOMICS

RELATED EXPERIENCE (Including other Boards and Commissions) _____
PORTSMOUTH, N.H.
MANAGERIAL ADVISOR BOARD - 22 yrs. - PORTSMOUTH ECONOMIC FINANCE BOARD
KITTERY, ME
ECONOMIC DEVELOPMENT, CABLE BOARD, BOARD OF APPEAL, COMPREHENSIVE P...

PRESENT EMPLOYMENT: SELF

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTEERY Yes No

ANY KNOWN CONFLICT OF INTEREST (please read back of application): NONE

REASON FOR APPLICATION TO THIS BOARD: PUBLIC SERVICE

I HAVE ___/HAVE NOT ___ ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

Please read the back of this application before signing.

Vern Gardner
 SIGNATURE OF APPLICANT

JUNE 15, 2016
 DATE

1 **15.1 ESTABLISHMENT**

2 The proper operation of democratic government requires that Town Councilors and their
3 appointees be fair, impartial and responsive to the needs of the people and each other in the
4 performance of their respective functions and duties; that decisions and policy be made in
5 proper channels of the Town's governmental structure; that public office not be used for
6 personal gain; and that Town Employees, Town Councilors and Town appointees maintain a
7 standard of conduct that will inspire public confidence in the integrity of the Town's government.
8 In recognition of these goals, this Code of Ethics is hereby established for all Town Employees,
9 Town Councilors, and members of all Town Boards, Commissions, Authorities, and Committees
10 now existing or hereafter created.

11 **15.2 DEFINITIONS**

12 Board means all statutory and non-statutory boards, commissions, authorities, and committees
13 now existing or hereafter created under the Town Charter or by virtue of any ordinance, order or
14 resolve adopted by the Town Council.

15 Board Member means any person appointed by or under the authority of the Town Council to
16 membership or associate membership on a Town Board, excluding the School Committee.

17 Business means any corporation, partnership, individual, sole proprietorship, joint venture, or
18 any other legally recognized entity organized for the purposes of making a profit.

19 Conflict of Interest means a situation in which any municipal officials by reason of personal
20 interest, are placed in a situation of temptation to serve their own personal interest to the
21 prejudice of the interests of those for whom the law authorized and required them to act.

22 Council means the Town Council of the Town of Kittery. An individual member of the Town
23 Council is known as Councilor.

24 Financial Interest means a direct or indirect interest having monetary or pecuniary value,
25 including, but not limited to, the ownership of shares of stock. Any Employee, Councilor, or
26 Board Member or any member of that person's immediate family who holds a financial interest
27 in a disclosed blind trust is not deemed to have a conflict of interest with regard to matters
28 pertaining to assets held by the trust.

29 Harm means any disadvantage or injury, pecuniary or otherwise, including disadvantage or
30 injury to any other person or entity in whose welfare the public servant, party official or voter is
31 interested.

32 Immediate Family means a spouse, and the following when living in the household of an
33 Employee, Councilor, or Board Member: children, parents, brothers and sisters.

34 Municipal official for the purpose of Title 15 means any elected or appointed member of
35 Kittery's Town government including Town Council, members of boards, commissions,
36 authorities, committees, and Town employees.

37 Special Interest means a direct or indirect interest having value peculiar to a certain person or
38 group, whether economic or otherwise, which value may inure to such person or group as a
39 result of the passage or denial of any order, ordinance or resolution or the approval or
40 disapproval thereof, by the Council or Board and which interest is not shared by the general
41 public.

42 Town Councilor means a member of the Kittery Town Council.

43 Town Employee/Employee means any person working for, on a permanent or temporary
44 basis, and drawing an hourly wage or salary from the Town of Kittery. This term does not
45 include outside consultants or professional personnel providing services to the Town as
46 independent contractors under a written professional services contract or other similar
47 engagement.

48 **15.3 STANDARDS of CONDUCT**

49 This Code establishes ethical standards of conduct for all Town Employees, Town Councilors,
50 and Board Members and by setting forth those acts or actions deemed to be in conflict or
51 incompatible, or to create the appearance of conflict or incompatibility, with the best interests of
52 the Town Kittery.

53 **15.3.1. Statutory Standards.**

54 There are certain provisions of the general statutes of the State of Maine and the Kittery Town
55 Charter which should, while not set forth herein, be considered an integral part of this Code.
56 Accordingly, the provisions of the following sections of the general statutes of the State of
57 Maine, as may be superseded or amended, are hereby incorporated by reference and made a
58 part of this Code of Ethics, and apply to all Employees, Town Councilors, and Board Members
59 whenever applicable as if more fully set forth therein, to wit:

60 17-A MRS § 456 Tampering with Public Records or Information

61 17-A MRS § 602 Bribery in Official and Political Matters

62 17-A MRS § 603 Improper Influence

63 17-A MRS § 604 Improper Compensation for Past Action

64 17-A MRS § 605 Improper Gifts to Public Servants

65 17-A MRS § 606 Improper Compensation for Services

66 17-A MRS § 607 Purchase of Public Office

67 17-A MRS § 608 Official Oppression

68 17-A MRS § 609 Misuse of Information

69 17-A MRS § 903 Misuse of Entrusted Property

70 21-A MRS § 504 Persons Ineligible to Serve

71 30-A MRS § 2605 Conflicts of Interest

72 30-A MRS § 2606 Prohibited Appointments

73 30-A MRS § 2607 Neglect of Official Duty

74 30-A MRS § 5122 Interest of Public officials, Trustees or Employees

75 **15.3.2. Contracts, Purchases, and Employment.**

76 **15.3.2.1. Prohibition - Purchasing.**

77 Town Employees, Town Councilors, or Board Members may not participate directly in
78 deliberation, approval or disapproval, or recommendation, in the purchase of goods and
79 services for the Town, and the award of any contracts with the Town, except as permitted under
80 the Town's Purchasing Regulations and under the laws of the State of Maine, where to their
81 knowledge there is a financial interest, or special interest other than that possessed by the
82 public generally, in such purchase or award, held by:

83 a. such persons or a member of their immediate family;

84 b. a business in which such persons or a member of their immediate family serves as an officer,
85 director, trustee, partner or employee in a supervisory or management position; or

86 c. any other person or business with whom such persons or a member of their immediate family
87 are in business, or are negotiating or have an arrangement concerning future employment.

88 **15.3.2.2. Council – Boards Prohibition – Hiring.**

89 Councilors or Board Members may not participate by way of deliberation, approval or
90 disapproval, or recommendation, in the decision to hire, promote, discipline, lay off or to take
91 any other personnel action in respect to any applicant for Town employment or Town employee,
92 where said applicant or employee is:

93 a. a member of the Councilor's or Board Member's immediate family; or

94 b. a person with whom either the Councilor or Board Member, or a member or their immediate
95 family, is in business.

96 **15.3.2.3. Employee Prohibition – Hiring.**

97 Except as authorized under the Town's published Personnel Rules and Regulations, no
98 Employee may participate by way of deliberation, approval or disapproval, or recommendation,
99 in the decision to hire, promote, discipline, lay off or to take any other personnel action in
100 respect to any applicant for employment, where said applicant or employee is:

101 a. a member of the Employee's immediate family; or

102 b. a person with whom either the Employee or a member of their immediate family is in
103 business.

104 **15.3.3. Disclosure of Confidential Information.**

105 **15.3.3.1. Prohibition.**

106 Employees, Councilors, or Board Members may not, without proper legal authorization, disclose
107 confidential information; nor may they use such information to advance their financial or private
108 interest or the financial or private interest of others.

109 For purposes of this subsection, the term, "confidential information" means any information, oral
110 or written, which comes to the attention of, or is available to, such Employee, Councilor, or
111 Board Member only because of their position with the Town, and is not a matter of public record.

112 **15.3.3.2. Executive Session Information.**

113 Information received and discussed during an executive session of the Town Council or any
114 Town Board called pursuant to 1 MRS § 405 must not be disclosed to any third party unless
115 permitted by affirmative vote of such body.

116 **15.3.4. Gifts and Favors Prohibition.**

117 Employees, Councilors, or Board Members may not accept any gift, favor or thing of value,
118 whether in the form of service, loan, item, or promise, from any person or business which to
119 their knowledge is interested directly or indirectly in any manner whatsoever in business
120 dealings with the Town; nor may any Employee, Councilor, or Board Member:

121 (1) accept any gift, favor or thing with a value greater than twenty-five dollars (\$25.00); or

122 (2) grant in the discharge of their official duties any improper favor, service or thing of value.

123 Nothing herein prohibits the acceptance of gifts or favors by Employees, Councilors, or Board
124 Members from members of their immediate families, such that are not intended to influence that
125 person in the discharge of their official duties.

126 Employees, Councilors, or Board Members may not use or permit the use of any Town-owned
127 property, including but not limited to, motor vehicles, equipment, and buildings, for any private

128 purposes. Nothing herein prohibits the use of Town buildings and equipment at rates and/or on
129 terms as may be established.

130 **15.3.5. Representing Third Party Interest before Town Agencies.**

131 **15.3.5.1. Employees.**

132 Employees may not appear on behalf of any third-party interest before any Town agency, or
133 represent a third-party interest in any action, proceeding, or litigation in which the Town or one
134 of its agencies is a party. Nothing herein prohibits any Employee from appearing as a witness
135 when duly called by a party for the purpose of giving non-privileged testimony before any Town
136 agency or in any such action, proceeding or litigation. Nothing herein prohibits any Employees,
137 on behalf of their personal interest, from appearing before any Town agency. "Personal interest"
138 includes, for this purpose, any interest of the Town Employee concerned as a resident,
139 landowner, or taxpayer affected by the matter under consideration.

140 **15.3.5.2. Councilors.**

141 Councilors may not either appear on behalf of any third-party interest before any Town agency,
142 or represent a third-party interest in any action, proceeding, or litigation in which the Town or
143 one of its agencies is a party. Nothing herein prohibits a Councilor, on behalf of a constituent in
144 the course of their duties as a representative of the electorate, or any Councilor, on behalf of
145 their personal interest, from appearing before a Town agency.

146 **15.3.5.3. Board Members.**

147 Board Members may not appear on behalf of any third party interest before a Town agency of
148 which they are a current member. Nothing herein prohibits a Board Member, on behalf of their
149 personal interest, from appearing before any Town agency including that of which they are a
150 current member, but such Board Member or Commission Member may not deliberate or vote on
151 the item concerned.

152 **15.3.6. Conflicts/Bias/Influence.**

153 **15.3.6.1. Conflict of Interest.**

154 Councilors or Board Members may not, in such capacity, participate in the deliberation or vote,
155 or otherwise take part in the decision-making process, on any agenda item before their
156 collective body in which they or a member of their immediate family has a financial or special
157 interest, other than an interest held by the public generally.

158 **15.3.6.2. Bias.**

159 Councilors and Board Members must abstain from the discussion and the vote on any item
160 before that Board, if the member is so biased against the applicant or the item that they could
161 not make an impartial decision, thereby depriving the applicant of the due process right to a fair
162 and objective hearing.

163 **15.3.6.3. Improper Influence or Official Oppression.**

164 No Councilor or Board member may:

165 A. Threaten any harm to a public servant, municipal official, or voter, with the purpose of
166 influencing their action, decision, opinion, recommendation, nomination, vote or other exercise
167 of discretion;

168 B. Privately address to any public servant who has or will have an official discretion in a judicial
169 or administrative proceeding any representation, argument or other communication with the

170 intention of influencing that discretion on the basis of considerations other than those authorized
171 by law; or

172 C. Fail to report to a law enforcement officer conduct perceived to influence action, decision,
173 opinion, recommendation, nomination, vote, or other exercise of discretion.

174 D. Act with the intention to benefit themselves or another or to harm another, and knowingly
175 commit an unauthorized act which purports to be an act of office

176 E. Knowingly refrain from performing a duty imposed by law or clearly inherent in the nature of
177 their office with the intention to benefit themselves or another, or to harm another.

178 **15.3.6.4. Disclosure, Recusal or Abstention.**

179 Councilors or Board Members who believe that they or a member of their immediate family has
180 a financial or special interest, other than an interest held by the public generally, in any agenda
181 item before their collective body, must disclose the nature and extent of such interest and the
182 Town Clerk or designee shall make a record of such disclosure.

183 Such disclosure must be made no later than the date of the first meeting of the Council or Board
184 thereof, at which the agenda item concerned is to be taken up for consideration,
185 recommendation, discussion or vote and at which the Councilor or Board Member is present.

186 To avoid the appearance of a violation of this section, once any Councilor or Board Member is
187 determined to have a conflict of interest in respect to any agenda item, and once all conflict of
188 interest questions relating to the agenda item concerned have been determined as provided
189 herein, the Councilor or Board member must immediately remove themselves from their regular
190 seat as a member of the body.

191 They may not return to their regular seat as a member of the body until deliberation and action
192 on the item is completed.

193 **15.3.6.5. Challenge of a Councilor or Board Member.**

194 Appellants, petitioners, members of the public, or Board members present, are allowed to
195 challenge a Councilor or Board member as to a perceived or alleged conflict of interest or bias.

196 All conflict of interest and bias challenges relating to a particular agenda item must be raised
197 and resolved prior to any consideration of the item concerned. Each Councilor or Board
198 Member present is entitled to vote on all conflict of interest questions except those questions
199 pertaining to that individual Councilor or Board Member's alleged conflict of interest or bias.

200 A majority vote of the Board members, except the member being challenged, decides whether
201 such alleged conflict or bias is such that it:

202 (a) may reasonably be seen to interfere with the challenged member's ability to hear and act on
203 the item impartially and may conceivably impinge upon the appellant/petitioner's right of due
204 process; or

205 (b) whether it would reasonably be seen to give the appearance to the public of an
206 inappropriate communication, conflict, or bias, so as to undermine the public confidence in
207 the fairness of the meeting.

208 All votes of conflict of interest and bias challenges must be recorded.

209 Upon determination that a conflict of interest or bias in fact exists, the Councilor or Board
210 Member concerned must be excused from participating in discussion, deliberation or vote on the
211 relevant agenda item.

212 **15.3.6.6. Rule of Necessity.**

213 If so many members are disqualified due to a conflict of interest, bias, or other legal reason that
214 the Board will not be able to meet its quorum requirement, and there is no other body legally
215 authorized to act, those members may be able to participate under a legal theory called “the rule
216 of necessity”. The Council or Board should consult with the Town Attorney before applying the
217 “rule of necessity” in order to determine whether some other alternative is possible, such as the
218 creation of a special Board to hear that particular case.

219 **15.4 COMPLAINTS PROCESS**

220 **15.4.1. Submission of Complaints**

221 Any Councilor, Board member, or member of the public believing a municipal official has failed
222 to observe this Code, must report such complaint directly to the Town Manager in writing.

223 The Town Manager will address complaints against Employees in accordance with state and
224 federal employment laws, Town Code Title 2, Town Policy, and any applicable Collective
225 Bargaining Agreements.

226 **15.4.2. Review of Complaints Against Councilors or Board Members**

227 The Town Manager will review any complaint made against a Councilor or Board Member to
228 determine if it is based in fact and if it is relevant to this Code, and take the following action:

- 229 (a) If the complaint is found not to be based in fact no further action will be taken;
230 (b) If the complaint is found to be based in fact and related to this Code, the Town Manager
231 shall report the complaint to the Council; or
232 (c) If the complaint is found to be based in fact and not related to this Code, the Town Manager
233 will refer the complaint to the proper authorities and report such action to the Council.

234 The Council will determine, by majority vote, whether or not to conduct a hearing on any
235 complaint reported by Town Manager.

236 **15.5 VIOLATION and PENALTIES**

237 **15.5.1. Determination of Violation.**

238 The Council shall determine if a Councilor or Board member has violated this Code only after
239 notice is given to accused Councilor or Board member and conducting a hearing.

240 The Council will conduct their hearing with the Councilor or Board Member in executive session,
241 unless the Councilor or Board member requests the hearing to occur in public.

242 **15.5.2. Penalties.**

243 Violations of this Code constitute cause for penalty. Councilors found in violation of this Code
244 may be censured or deemed to forfeit their office in accordance with the Charter (2.12(2)).

245 Board members found in violation of this Code may be censured or removed from office.

246 Penalties will be determined by a majority vote of the Council upon concluding a violation has
247 occurred.

**KITTERY TOWN CODE
TITLE 15 - CODE OF ETHICS
ENACTMENT**

1 **AN ORDINANCE** relating to the municipality's authority for Town governance to give due and
2 proper attention to its many demands pursuant to the Town Charter, Federal law, and Maine
3 Revised Statutes, and more particularly where imposed by Maine Revised Statutes Title 30-A,
4 Municipalities and Counties, §2605, Conflicts of interest.

5 **WHEREAS**, the Kittery Town Council is authorized to enact this Ordinance, as specified in
6 Sections 1.01 and 2.07(3) of the Town Charter; and 30-A MRS §3001, pursuant to its powers
7 that authorize the town, under certain circumstances, to provide for the public health, welfare,
8 morals, and safety, and does not intend for this Ordinance to conflict with any existing state or
9 federal laws; and

10 **WHEREAS**, in their discretion, the municipal officers may adopt an ethics policy governing the
11 conduct of elected and appointed municipal officials; and

12 **WHEREAS**, the basic rationale for regulation of ethics among Kittery's municipal officials is to
13 foster and preserve public trust in the fundamental integrity of local government; and

14 **WHEREAS**, the proper operation of democratic government requires that municipal officials be
15 fair, impartial and responsive to the needs of the people and each other in the performance of
16 their respective functions and duties; decisions and policy be made in proper channels of the
17 Town's governmental structure; public office not be used for personal gain; and municipal
18 officials maintain a standard of conduct that will inspire public confidence in the integrity of the
19 Town's government; and

20 **WHEREAS**, the Town Council desires to establish ethics regulations for Kittery's municipal
21 officials and establish a process to address complaints against municipal officials;

22 **NOW THEREFORE**, IN ACCORDANCE WITH TITLE 30-A MRS §3001, AND TOWN
23 CHARTER §2.14, THE TOWN OF KITTERY HEREBY ORDAINS TITLE 15, CODE OF ETHICS,
24 OF THE TOWN CODE, AS PRESENTED.

25

26 **Approved as to form:** _____ {NAME}, Town Attorney

27 **INTRODUCED** and read in a public session of the Town Council on the ____ day of _____,

28 20____, by: _____ {NAME} Motion to approve by Councilor

29 _____ {NAME}, as seconded by Councilor _____ {NAME} and

30 passed by a vote of _____.

31 **THIS ORDINANCE IS DULY AND PROPERLY ORDAINED** by the Town Council of Kittery,
32 Maine on the ____ day of _____, 20____, {NAME}, _____, Chairperson

33 **Attest:** {NAME}, _____ Town Clerk

BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
 DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
 8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
 10 WATER STREET, HALLOWELL, ME 04347
 TEL: (207) 624-7220 FAX: (207) 287-3434
 EMAIL INQUIRIES: MAINE.LIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application: Yes No

PRESENT LICENSE EXPIRES 12/17/17

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | |
|--|---|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input type="checkbox"/> HOTEL-OPTINONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV) |
| <input type="checkbox"/> CLASS A LOUNGE (Class X) | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I) |
| <input type="checkbox"/> CLUB (Class V) | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>York Harbor Brewing Corp.</u>	Business Name (D/B/A) <u>Maine Beer Cafe.</u>
APPLICANT(S) - (Sole Proprietor) <u>DOB:</u>	Physical Location: <u>439 US Rt 1 Ste 1</u>
<u>DOB:</u>	City/Town <u>K. Hery</u> State <u>ME</u> Zip Code <u>03904</u>
Address <u>439 US Rt 1 Ste 1</u>	Mailing Address <u>439 US Rt 1 Ste 1</u>
City/Town <u>K. Hery</u> State <u>ME</u> Zip Code <u>03904</u>	City/Town <u>K. Hery</u> State <u>ME</u> Zip Code _____
Telephone Number <u>207-703-8060</u> Fax Number _____	Business Telephone Number <u>207-703-8060</u> Fax Number _____
Federal I.D. # <u>46-1346619</u>	Seller Certificate #: or Sales Tax #: <u>1165843</u>
Email Address: Please Print <u>dave@mainebeercafe.com</u>	Website: <u>mainebeercafe.com.</u>

If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____

3. If a premise is a hotel, indicate number of rooms available for transient guests: N/A
4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 60,000 LIQUOR \$ 165,000
5. Is applicant a corporation, limited liability company or limited partnership? YES NO

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES NO
7. If manager is to be employed, give name: David D'Auteuil
9. Business records are located at: 439 US Rt 1 Ste 1
10. Is/are applicants(s) citizens of the United States? YES NO

11. Is/are applicant(s) residents of the State of Maine? YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married: Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
David D'Auteuil	2/6/71	Lewiston, ME

Residence address on all of the above for previous 5 years (Limit answer to city & state)
Kittery, ME 5 years and current

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued? Yes No If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner:
Harrison E Lemont Management, 439 US Rt 1 Ste 3 Kittery, ME 039

17. Describe in detail the premises to be licensed: (On Premise Diagram Required) _____
See Attached

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES NO Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1.3 Which of the above is nearest? Church


20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: Kennebec Savings

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Kittery, ME on 11/6, 20 17
Town/City, State Date


Signature of Applicant or Corporate Officer(s)
David D'Auteuil
Print Name

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Print Name



State of Maine
 Division of Alcoholic Beverages and
 Lottery Operations
 Division of Liquor Licensing and Enforcement

For Office Use Only:	
License #:	_____
SOS Checked:	_____
100% Yes	<input type="checkbox"/> No <input type="checkbox"/>

**Corporate Information Required for
 Business Entities Who Are Licensees**

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752. Please clearly complete this form in its entirety.

1. Exact legal name: York Harbor Brewing Co
2. Doing Business As, if any: Maine Beer Cafe
3. Date of filing with Secretary of State: 10/12/2012 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
David D'Auteuil	8 Blueberry Lane 47A US RT 1 By Pass	2/6/71	President	100


(Stock ownership in non-publicly traded companies must add up to 100%.)

6. If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Is any principal person involved with the entity a law enforcement official?
Yes No If Yes, Name: _____ Agency: _____

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?
Yes No

9. If Yes to Question 8, please complete the following: (attached additional sheets as needed)
Name: _____
Date of Conviction: _____
Offense: _____
Location of Conviction: _____
Disposition: _____

Signature: 
Signature of Duly Authorized Person

11/6/17
Date

David D'Auter, President
Print Name of Duly Authorized Person

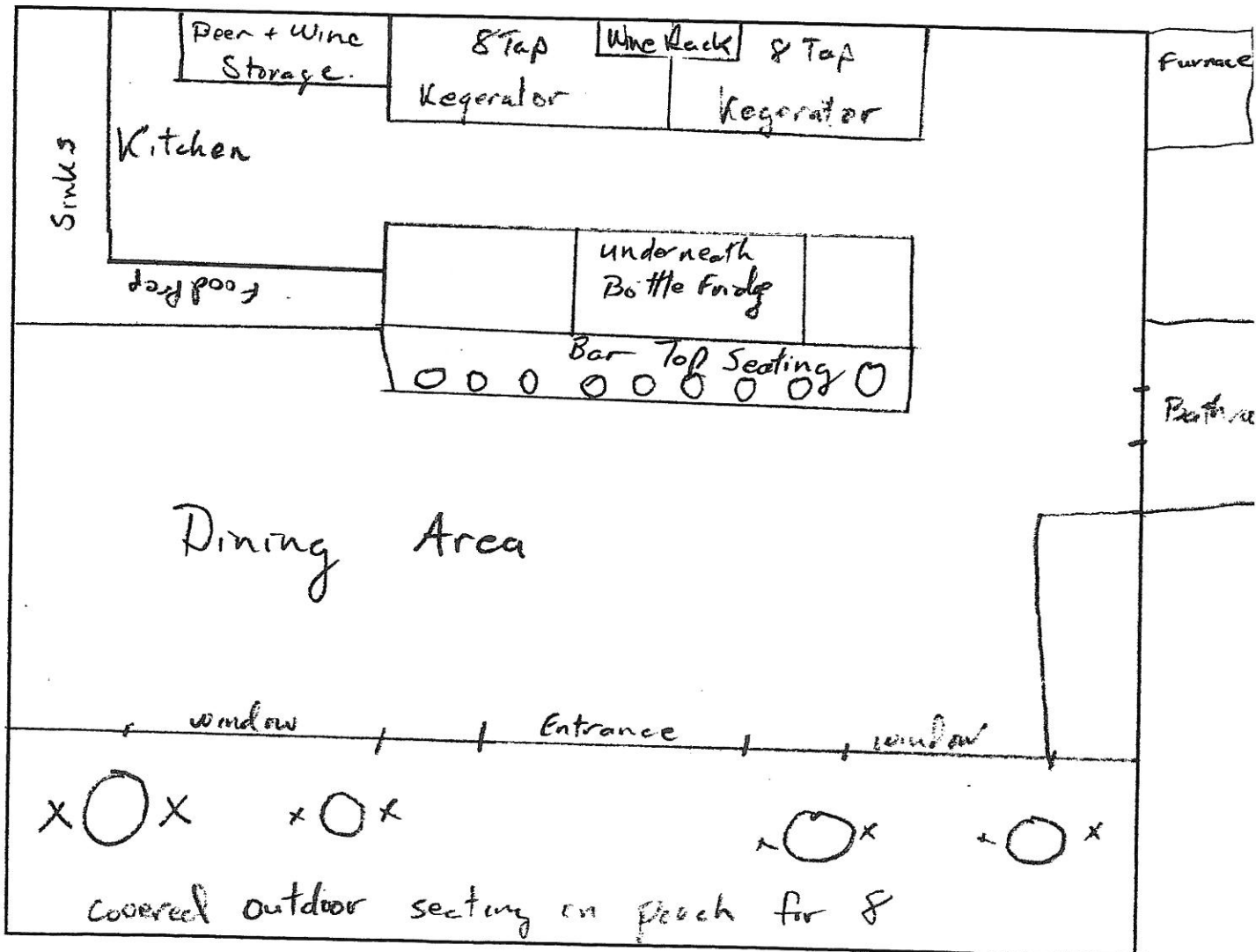
Submit Completed Forms To:
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov



SUPPLEMENTAL APPLICATION FORM ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Liquor Licensing & Inspection Division is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Department for liquor consumption.



STATE OF MAINE

Dated at: _____, Maine _____ SS

City/Town

(County)

On: _____
Date

The undersigned being: Municipal Officers County Commissioners of the
 City Town Plantation Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and herby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE - SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
 - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
 - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c589, §1 (amd).]
2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c45, Pt.A§4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c730, §27 (amd).]

3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
 - A. [1993, c.730, §27 (rp).]

4. **No license to person who moved to obtain a license. (REPEALED)**

5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

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

RECEIVED

NOV 13 2017

BY: _____



TOWN OF KITTERY, MAINE

200 Rogers Road, Kittery, ME 03904
Telephone: (207) 439-0452 Fax: (207) 439-6806

APPLICATION TO THE KITTERY TOWN COUNCIL TO APPROVE UP TO FIVE (5) REQUESTED DATES FOR TOWN-WIDE SIDEWALK SALES EVENTS

1. List requested dates and days of the week for up to five (5) sidewalk sales events

in this calendar year (each event not to exceed four days):

- Event #1: Memorial Day Sale May 25-28
- Event #2: Fourth of July Sale July 4-7
- Event #3: Back to School August 10-13
- Event #4: Labor Day Sale August 31 - Sept 3
- Event #5: Columbus Day Sale October 5-8

2. List the names and show signatures of five (5) merchants primarily engaged in retail trade or landlords of tenants primarily engaged in retail trade supporting this application:

<u>Name:</u>	<u>Affiliation:</u>	<u>Signature:</u>
A. <u>Mari O'Neil</u>	<u>Outlets at Kittery</u>	<u>[Signature]</u>
B. <u>Jessica Morang</u>	<u>Van Heusen</u>	<u>[Signature]</u>
C. <u>Elizabeth Fournier-Land</u>	<u>Kittery Premium Outlets</u>	<u>[Signature]</u>
D. <u>Holly Dodge</u>	<u>Jockey</u>	<u>[Signature]</u>
E. <u>Debbie Shalom</u>	<u>Kittery Outlet Ctr</u>	<u>[Signature]</u>

continued...

APPLICATION TO THE KITTERY TOWN COUNCIL TO APPROVE UP TO FIVE (5)
REQUESTED DATES FOR TOWN-WIDE SIDEWALK SALES EVENTS (Continued)

3. Indicate means of informing the Kittery business community of the opportunity to participate in the town-wide sidewalk sales event(s) should it be approved:

(Please circle at least one "yes" response)

Yes No Post notices in conspicuous locations around town, including on KOA's website and the Town Office, stating the dates of the event and the requirement for a town-approved sidewalk sales site plan for merchants to participate.

Yes No Insert a notice or article in the Greater York Chamber of Commerce newsletter or website.

Yes No Place a legal notice in a newspaper of general circulation at least ten (10) days preceding the event.

Other methods: _____

4. Name of applicant/contact person coordinating the event(s):

NAME: Lynn Smith

SIGNATURE: Lynn Smith

ADDRESS: PO Box 357 Kittery ME 03904

TELEPHONE #: 439.4367

E-MAIL (OPT.): Lynn@theKitteryoutlets.com

TOWN COUNCIL STANDING, ADHOC & COMMITTEE LIST

COUNCIL CHAIRPERSON / VICE CHAIR – 1ST ORDER OF BUSINESS AFTER SWEARING IN

Kenneth Lemont, Chair
Denault, Charles, Vice Chair

CIP COMMITTEE (1 Council Rep)

Beers, Gary

COMPREHENSIVE PLAN UPDATE COMMITTEE (1 Council Rep)

Matthew Brock

ECONOMIC DEVELOPMENT COMMITTEE (1 Council Rep – charge amended 2/11/13)

Lemont, Kenneth

EDUCATION SCHOLARSHIP SELECTION COMMITTEE (2 Council Reps)

Denault, Charles
Pelletier, Jeffrey

KITTERY COMMUNITY CENTER BOARD OF DIRECTORS (1 Council Rep)

Thomson, Jeffrey (until 3/26/18)

MARY SAFFORD WILDES TRUST (Council Chair serves as ex-officio member)

Kenneth Lemont, Chair

OPEN SPACE ADVISORY COMMITTEE (1 Council Rep)

Matthew Brock

DISBURSEMENT WARRANT FOR TOWN EMPLOYEE WAGES

Jeffrey Thomson
Kenneth Lemont
Jeffrey Pelletier

DISBURSEMENT WARRANT FOR TOWN EXPENSES

Gary Beers
Charles Denault
Kenneth Lemont

SCHOOL WARRANT FOR GENERAL DISBURSEMENTS

Jeffrey Pelletier
Jeffrey Thomson
Matthew Brock

RICE LIBRARY WORKING GROUP

Jeffrey Pelletier
Judy Spiller

YORK RIVER STUDY COMMITTEE

Matthew Brock



TOWN OF KITTERY
200 Rogers Road, Kittery, ME 03904
Telephone: 207-475-1329 Fax: 207-439-6806

REPORT TO TOWN COUNCIL

Meeting Date: November 27, 2017
From: Kendra Amaral, Town Manager
Subject: Title 2 Amendments: Planning Department
Councilor Sponsor: Chairperson Kenneth Lemont

EXECUTIVE SUMMARY

With the opening of the Town Planner and Assistant Town Planner positions, we have an opportunity to consider the organizational structure and leadership of the Planning Department. The growing opportunities and existing pressures for economic and community development in town must be overseen by an effective planning and development department, if we are to ensure the future outcomes are consistent with our current goals for growth management.

The current Town Planner position is not properly positioned or compensated to provide the effective leadership the department needs. I am therefore proposing the creation of a Director of Planning and Development position to oversee the planning, code enforcement, and assessing functions for the town. Additionally, I am recommending a reduction in duties of the Town Planner and Assistant Town Planner so each serves a more appropriate support role to the Director. Additional changes in various positions within the planning department are also proposed as housekeeping matters.

The intent is not to change the number of full-time employees.

STATEMENT OF NEED

The lead planning role has evolved with changing law, ordinance, economic and community development trends, and local expectations. Oversight of the code enforcement and assessing functions were added to the Town Planner role in the past decade. Recently, members of the Council and the public have questioned whether an economic development director is needed to fill in the gaps in the Town Planner role and to assist the town in navigating and succeeding in the current strengthening economy.

I have generally resisted the suggestion that more employees are needed in the Planning Department to advance economic development goals. Though in the near future additional staff support may be needed, currently I see more can be gained from a stronger leadership position heading this department than from adding staff.

By creating a Director position, we will more directly acknowledge this role as the head of the multifaceted department. The responsibilities will extend beyond the standard Town Planner role of reviewing plans and generating reports, and incorporate guiding and actively supporting our growth management goals, ensuring the department is striving for excellence in customer service and professional support to our boards, and promoting the town for strategic growth.

A number of large and important projects are lining up that will need strong and effective leadership in the Planning Department. These projects include adoption and implementation of the Updated Comp Plan, recodification of Title 16, zoning amendments in the business park zone, potential zoning revisions for the Route 1 and the Route 1 Bypass, enhancement of the town's GIS and permitting systems, a potentially significant Joint Land Use Study with the Navy on transportation management, and implementation of recommendations from the Foreside Study, to name a few.

These projects will have broad impacts on the town and require leadership that extends beyond typical the Town Planner function.

Amendments to the Town Planner position eliminate the department oversight duties and focus on a more support-level role for the Planning Board and Director. The position absorbs some of the Assistant Town Planner duties such as managing the GIS and mapping functions. The salary will be reduced for this position, as it will have no department-head level responsibilities.

The compensation range for a Director of Planning and Development is \$85,000 to \$95,000. I am investigating the opportunity to utilize TIF funds to offset some of the additional wage expense, as the role will directly perform economic development efforts in the three TIF districts. The Town Planner compensation will be reduced to the \$60,000 range.

I will not seek to fill the Assistant Planner position. However, it is recommended to not eliminate this role. In the future if additional planning support is needed due to volume of applications, this position is well situated to provide the proper level of support.

I am not proposing an elimination of the Assistant Town Planner role; I do expect to keep it vacant unless need arises to add support staff to the department.

PROPOSED SOLUTION/RECOMMENDATION

Adopt the proposed Title 2 amendments, and Policy changes as proposed.

Please see attached projected costs analysis.

PROPOSED TITLE 2 AMENDMENTS

Projected Wages	Current	Proposed
Director of Planning & Development	\$0	\$95,000
Town Planner	\$75,254	\$60,000
Assistant Town Planner	\$46,280	\$0
Total	\$121,534	\$155,000

Salary Survey¹

Director of Community/Economic Development & Planner Positions 2017

Communities	Population	Director of C/E Development Salary	Planner Salary	Total
Falmouth	11,365	\$99,632	\$0	\$99,632
Presque Isle	9,432	\$61,963	\$0	\$61,963
Brewer	9,350	\$96,486	\$61,932	\$158,418
Topsham	8,697	\$81,411	\$73,653	\$155,064
Bath	8,356	\$57,741	\$73,840	\$131,581
Kittery Proposed	9,644	\$95,000	\$60,000	\$155,000

Notes:

Source: MIMA Salary Survey 2017, filter communities with populations of 8,000 to 12,000

1 **Article II. Planning Department**

2 **2.4.2.1 Director of Planning and Development**

3 The purpose of this position is to ensure the town is promoting the health, safety and general
 4 welfare of its residents through effective growth management, development and implementation of
 5 the town comprehensive plan, and proper application of the town codes. Duties include, but are not
 6 limited to: overseeing and coordinating all planning and development functions, supervising staff,
 7 preparing and managing budgets, developing and implementing community and economic
 8 development programs, providing professional services to the Planning Board and Board of
 9 Appeals, and performing additional tasks as assigned by the Town Manager.

10 **2.4.2.12.4.2.2 Town Planner.**

11 The purpose of this position is to ~~perform all municipal planning and economic development~~
 12 ~~functions and~~ ensure development is consistent with the towns land use codes and provide staff
 13 services to the ~~planning~~ Planning board ~~Board for the Town~~. This position reports to the ~~Town~~
 14 ~~Manager~~ Director of Planning and Development. Duties include, but are not limited to: ~~maintaining,~~
 15 ~~updating, and~~ assisting in the development and ~~implementing~~ implementation of a growth
 16 management program; reviewing development proposals for compliance with Town town
 17 ordinances; managing the town's GIS data; preparing and updating maps; guiding economic
 18 ~~development and other programs;~~ assisting with developing amendments to the zoning and
 19 subdivision ordinances; interpreting ordinances; ~~preparing budgets; supervising employees~~
 20 ~~reporting to the Town Planner~~, and performing additional related tasks as assigned by the ~~Town~~
 21 ~~Manager~~ Director of Planning and Development.

22 **2.4.2.22.4.2.3 Development Staff Assistant / Assistant Code Enforcement Officer /**
 23 **Plumbing Inspector.**

24 The purpose of this position is to provide administrative and professional support to the code
 25 enforcing, ~~Town~~ planning, and assessing ~~departments of the Town~~ functions. This position reports
 26 to the ~~planner~~ Code Enforcement Officer. Duties include, but are not limited to: processing ~~form~~
 27 ~~applications for the code and planning offices~~; field and site inspections ~~for the code, assessing~~
 28 ~~and planning departments~~; preparing and processing reports; ~~supervising staff~~; assisting the
 29 public; researching files; investigating code compliance complaints; ~~word processing and~~ data
 30 entry services, and performing additional tasks as assigned by the ~~code~~ Code enforcement
 31 ~~Enforcement officer~~ Officer, ~~planner and tax assessor~~.

32 **2.4.2.32.4.2.4 Development Staff Clerk.**

33 The purpose of this position is to provide administrative and professional support to the planning
 34 and development staff ~~of the Town~~. This position reports to the ~~development staff~~
 35 ~~assistant~~ Director of Planning and Development. Duties include, but are not limited to: updating
 36 computer systems; assisting the public; ~~performing word processing services~~; and performing
 37 additional tasks as assigned by the ~~development staff assistant~~ Director of Planning and
 38 Development.

39 **2.4.2.42.4.2.5 Assistant Town Planner.**

40 The purposes of this position are to assist the Town Planner in performing municipal planning

41 functions and provide staff services to the Planning Board ~~for the Town~~. This position reports to
 42 the ~~Town Planner~~Director of Planning and Development. Duties include, but are not limited to:
 43 ~~maintaining, updating, and implementing a comprehensive plan;~~ reviewing development proposals
 44 for compliance with town ordinances; ~~developing amendments to the land-use/zoning, subdivision,~~
 45 ~~and related development ordinances;~~ interpreting ordinances; ~~managing and~~ maintaining the
 46 Town's geographic information system (GIS) data; preparing ~~zoning maps and providing mapping~~
 47 ~~services for the Office of Planning and Development or other municipal departments as assigned;~~
 48 performing additional related tasks as assigned by the Town Planner.

49 **2.4.2.5.2.4.2.6 Code Enforcement Officer.**

50 The purpose of this position is to enforce local, state, and federal laws and codes relating to the
 51 protection of public health, welfare, and land use. This position reports to the ~~Town~~
 52 ~~Planner~~Director of Planning and Development. Duties include, but are not limited to: conducting
 53 ~~the permitting process; responding to~~ and performing additional tasks as assigned by the ~~Town~~
 54 ~~Planner~~Director of Planning and Development.

55 **2.4.2.5.12.4.2.6.1 Building Official.**

56 Person holding this position is responsible for certification of occupancy for buildings subject to
 57 the Maine Uniform Building and Energy Code (MUBEC). The position is established as provided
 58 in 25 MRS Section 2351-A. Appointment to the position is made by the municipal officers.

59 **2.4.2.5.22.4.2.6.2 Deputy Building Official.**

60 This position entails the same duties as those of the building official and is activated
 61 upon incapacity of the building official. Appointment is governed by 25 MRS Section
 62 2351-A or successor statute.

63 **2.4.2.62.4.2.7 Building Inspector.**

64 This is responsible technical work in performing building inspections and in securing compliance
 65 with the Town's code and zoning ordinances. Employee is responsible for performing on-site
 66 inspections of buildings to ensure adherence to the various building codes and Town and state
 67 ordinances and laws. Work involves the inspection of buildings, the issuance of various permits,
 68 preparation of regular reports and providing assistance to the public in interpreting the building
 69 regulations. Work is performed with independence under the general supervision of the code
 70 enforcement officer and subject to review and evaluation through reports submitted and
 71 observation.

72 **Article III. Assessing**

73 **2.4.3.1 Assessor.**

74 The purpose of this position is to ~~supervise and~~ manage the day-to-day activities of the assessing
 75 ~~department~~functions. This position reports to the ~~Town Manager~~Director of Planning and
 76 Development. Duties include, but are not limited to: ~~supervising staff; delegating work;~~ reviewing
 77 all values of property; ensuring all property is maintained at fair market value; measuring and
 78 listing all properties; preparing and processing reports; providing professional staff services to the
 79 Board of Assessment Review, and performing additional tasks as assigned by the ~~Town~~
 80 ~~Manager~~Director of Planning and Development.

Chapter 2.5 COMPENSATION

	Position	Established By
2	2.4.1.1 Town Manager	Council
3	2.4.1.2 Town Clerk/Register of Voters	Council
4	2.4.1.3 Deputy Town Clerk / General Assistance Administrator	Union Contract
5	2.4.1.4 Assistant Town Clerk	Union Contract
6	2.4.1.5 Deputy Treasurer	Union Contract
7	2.4.1.6 Accountant	Union Contract
8	2.4.1.7 Administrative Clerk	Union Contract
9	2.4.1.8 Secretary to the Town Manager	Council
10	2.4.1.9 Finance Director	Council
11	2.4.1.10 Shoreland/Environmental Resource Officer	Council
12	2.4.1.11 Harbormaster	Port Authority
13	2.4.1.12 Human Resources Generalist	Council
14	2.4.2.1 Planner <u>Director of Planning and Development</u>	Council
15	2.4.2.2 <u>Town Planner</u>	<u>Council</u>
16	2.4.2.23 <u>Development Staff Assistant / Assistant Code Enforcement</u>	<u>Union Contract</u>
17	<u>Officer / Plumbing Inspector</u>	
18	2.4.2.34 <u>Development Staff Clerk</u>	Union Contract
19	2.4.2.45 <u>Assistant Town Planner</u>	Union Contract
20	2.4.2.56 <u>Code Enforcement Officer</u>	Union Contract
21	2.4.2.5-16.1 <u>Building Official</u>	Council
22	2.4.2.5-26.2 <u>Deputy Building Official</u>	Council
23	2.4.2.67 <u>Building Inspector</u>	Council
24	2.4.3.1 Assessor	Union Contract
25	2.4.4.1 Recreation Director/General Manager	Council
26	2.4.4.2 Secretary / Bookkeeper	Union Contract
27	2.4.4.3 Assistant Recreation Director/Assistant General Manager	Union Contract
28	2.4.4.4 Safe Alternatives for Enrichment (S.A.F.E.) Coordinator	Union Contract
29	2.4.4.5 Program Coordinator	Union Contract
30	2.4.4.6 Recreation Supervisor	Union Contract
31	2.4.4.7 Early Childcare Supervisor/Head Teacher	Union Contract
32	2.4.4.8 Sports Coordinator	Union Contract
33	2.4.4.9 Head Custodian	Union Contract
34	2.4.5.1 Police Chief	Council
35	2.4.5.2 Lieutenant	Council
36	2.4.5.3 Administrative Assistant to Chief of Police	Council
37	2.4.5.4 Sergeant	Union Contract
38	2.4.5.5 School Resource Officer	Union Contract
39	2.4.5.6 Court Officer	Union Contract
40	2.4.5.7 Detective	Union Contract

**KITTERY TOWN CODE TITLE 2, PROPOSED AMENDMENT –
PLANNING AND DEVELOPMENT**

1 **AN ORDINANCE** relating to the municipality’s authority for Town governance to give due and
2 proper attention to its many demands pursuant to the Town Charter, Federal law, and Maine
3 Revised Statutes, and more particularly where set forth in Maine Revised Statutes Title 30-A,
4 Municipalities and Counties.

5 **WHEREAS**, the Kittery Town Council is authorized to enact this Ordinance, as specified in
6 Sections 1.01 and 2.07(3) of the Town Charter; and 30-A MRS §3001, pursuant to its powers
7 that authorize the town, under certain circumstances, to provide for the public health, welfare,
8 morals, and safety, and does not intend for this Ordinance to conflict with any existing state or
9 federal laws; and

10 **WHEREAS**, the personnel director is obligated to prepare personnel rules which the Council
11 adopts by ordinance and said ordinance establishes the classification of all town positions,
12 based on the duties, authority and responsibility of each position, with adequate provision for
13 reclassification of any position whenever warranted by changed circumstances; and

14 **WHEREAS**, the roles of various planning and development positions within the administration
15 have evolved with changing law, ordinance, economic and community development trends, and
16 local expectations in the past decade; and

17 **WHEREAS**, members of the Council and the public have expressed a desire to see a greater
18 effort and focus on economic development; and

19 **WHEREAS**, more can be gained from a stronger leadership position heading this department
20 and adjusting other roles than from adding full time staff; and

21 **WHEREAS**, by creating a Director-level position and evolving the Town Planner position, the
22 Town will with better positioned navigate and succeed in the current strengthening economy

23 **NOW THEREFORE**, IN ACCORDANCE WITH TITLE 30-A MRS §3001, AND TOWN
24 CHARTER §2.14, THE TOWN OF KITTERY HEREBY ORDAINS TITLE 2, PERSONNEL and
25 ADMINISTRATION, OF THE TOWN CODE, AS PRESENTED.

26 **INTRODUCED** and read in a public session of the Town Council on the ____ day of _____,
27 20____, by: _____ {NAME} Motion to approve by Councilor
28 _____ {NAME}, as seconded by Councilor _____ {NAME} and
29 passed by a vote of _____.

30 **THIS ORDINANCE IS DULY AND PROPERLY ORDAINED** by the Town Council of Kittery,
31 Maine on the ____ day of _____, 20____, {NAME}, _____, Chairperson

32 **Attest:** {NAME}, _____ Town Clerk

1 **2.1 Director of Planning and Development**

2 A. Purpose of Position. The purpose of this position is to ensure the town is promoting the
3 health, safety and general welfare of its residents through effective growth management,
4 development and implementation of the town comprehensive plan, and proper application of
5 the town codes. Duties include but are not limited to: overseeing and coordinating all
6 planning and development functions, supervising staff, preparing and managing budgets,
7 developing and implementing community and economic development programs, providing
8 professional services to the Planning Board and Board of Appeals, and performing
9 additional tasks as assigned by the Town Manager.

10 B. Essential Duties and Responsibilities. The following duties are normal for this position.
11 These are not to be construed as exclusive or all-inclusive. Other duties may be required
12 and assigned.

- 13 1. Oversees the Planning and Development Department including planning, code enforcement
14 and assessing functions; supervises and evaluates assigned staff, manages employee
15 concerns, directs work assignments, and counsel/disciplines employees;
- 16 2. Advances the town's community and economic development goals and objectives,
17 communicates with land owners and potential developers, and ensures department activities
18 result in fair, consistent, and predictable processes and treatment of all customers;
- 19 3. Maintains, updates, and implements the town's comprehensive plan;
- 20 4. Develops and reviews amendments to the zoning ordinances that advance the town's goals
21 and objectives for effective growth management and land use;
- 22 5. Receives and reviews development plans for compliance with town ordinances;
- 23 6. Advises and provides effective professional support to the Planning Board, Board of
24 Appeals, Board of Assessment Review and other boards, commissions, and committees as
25 assigned;
- 26 7. Works on special municipal projects as directed by the Town Manager;
- 27 8. Represents the municipality in regional planning, transportation, and economic development
28 organizations and initiatives; responds to requests for land use data, demographics, and
29 municipal information;
- 30 9. Recommends municipal position on pending state legislation and projects.;
- 31 10. Reviews and receives various reports, documents, and forms, including: blueprints, wetland
32 alteration applications, and traffic analysis;
- 33 11. Develops documents including: grant applications, draft ordinance amendments, and
34 planning board agendas;
- 35 12. Meets with the public and assists customers in understanding the town land use code
36 requirements and procedures;
- 37 13. Develops and administers the annual departmental budget and approved capital
38 improvement projects;
- 39 14. Performs other duties as assigned by the Town Manager.

40 A. Essential Training and Experience Required to Perform Essential Functions.

- 41 1. Bachelor's degree in urban planning, regional planning, public administration or related field
42 required, with a minimum of five years' of experience in professional planning, or related
43 industry; or any equivalent combination of education, training, and experience which
44 provides the requisite knowledge, skills, and abilities for this position;
- 45 2. Must possess a valid driver's license;
- 46 3. Ability to understand, interpret, and apply complex land use laws and regulations;

1 **2.2 Development staff assistant/assistant code enforcement officer/local plumbing**
2 **inspector.**

3 A. Purpose of this Position. The purpose of this position is to provide administrative and
4 professional support to the code enforcing, town planning, and assessing ~~departments~~
5 ~~functions of the town of Kittery~~. This position reports to the ~~planner~~ Code Enforcement
6 Officer. Duties include, but are not limited to: processing ~~form applications for the code and~~
7 ~~planning offices~~; field and site inspections ~~for the code, assessing and planning~~
8 ~~departments~~; preparing and processing reports; ~~supervising staff~~; assisting the public; ~~word~~
9 ~~processing and~~ researching files; investigating code compliance complaints; data entry
10 services, and performing additional tasks as assigned by the ~~code~~ Code enforcement
11 Officer ~~Officer, planner and tax assessor~~.

12 B. Essential Duties and Responsibilities. The following duties are normal for this position.
13 These are not to be construed as exclusive or all-inclusive. Other duties may be required
14 and assigned.

- 15 1. Assists the ~~code~~ Code enforcement ~~Enforcement officer~~ Officer with the permitting process;
16 assists the public with the application process; reviews submitted permit forms for accuracy
17 of information; assists with site inspections and with zoning code interpretations;
- 18 2. Assists the ~~assessor~~ Assessor with the assessing process; data entry, sketching, form
19 processing, and building inspections;
- 20 3. Assists the Town planner ~~Planner~~ with the planning process; assists the public with the
21 application process, reviews submitted material for accuracy, assembles planning board
22 meeting packets;
23 ~~Manages and directs work assignments for assigned staff~~;
- 24 4. Prepares, receives and reviews various reports, building plans, site plans, permits,
25 documents and forms ~~for the code enforcement, planning and assessing offices and their~~
26 ~~related boards~~;
- 27 5. Provides customer service ~~to residents with up-to-date information~~;
- 28 6. Performs administrative tasks such as answering phones; taking and receiving messages;
29 making copies; ~~faxing documents~~; processing mail; ~~operating blueprint machine~~; ~~operating a~~
30 ~~computer~~; ~~and maintaining files~~.
- 31 7. Performs the duties of the Code Enforcement Officer on a temporary basis when the Code
32 Enforcement Officer is not available or when on leave; reviews, approves, and signs
33 permits, certificates, and notices of violations.

34 ~~C. Additional Duties and Responsibilities.~~

- 35 1. Cash receipting;
- 36 2. Maintains website for department;
- 37 3. Reviews and processes building, plumbing and sign permits;
- 38 4. Purchases office supplies;
- 39 5. Schedules appointments for code enforcement officer and planner;
- 40 6. Performs other related duties as ~~required~~ assigned by the Code Enforcement Officer.

41 ~~D.C.~~ Essential Training and Experience Required to Perform Essential Functions.

- 42 1. Bachelor's degree in a related field, with a minimum of one year's experience in code
43 enforcement and/or assessing/planning or related experience, or any equivalent
44 combination of education, training, and experience which provides the requisite knowledge,
45 skills, and abilities for this position.

- 46 2. Must successfully complete certification courses in: "Legal Issues and Enforcement
47 Techniques (basic level)," "Building Standards (basic level)," "Shoreland Zoning (basic
48 level)" within one year of start of employment.
- 49 3. Must successfully complete certification course in "Land Use (basic level)," and state
50 certification as "Local Plumbing Inspector" within two years from the start of employment.
- 51 4. Must possess a valid driver's license.
- 52 5. Ability to understand, interpret, and apply land use, building, and plumbing regulations;
- 53 6. Excellent verbal and writing skills, ability to communicate effectively and in an appropriate
54 professional manner.
- 55 D. Minimum Physical and Mental Abilities Required to Perform Essential Functions.
- 56 1. Physical Requirements.
- 57 a. Must be able to operate a computer, keyboard, printer, telephone, and other equipment
58 necessary to perform the duties of this position;
- 59 b. Must be able to move or carry job-related objects or materials;
- 60 c. Must be able to sit and stand for long periods;
- 61 d. Must be able to physically traverse a site with potential uneven terrain, construction activity,
62 and/or limited handicap accessibility;
- 63 e. Must be able to communicate through human speech and in writing;
- 64 f. Must be physically capable of lifting 50 pounds.
- 65 2. Mental Abilities
- 66 a. Requires the ability to develop and maintain positive relationships with employees, vendors,
67 and departments;
- 68 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete
69 efforts independently and as a member of a team;
- 70 c. Requires the ability to utilize mathematical formulas, and to understand a variety of
71 professional, technical and administrative documentation, directions, regulations,
72 instructions, methods and procedures;
- 73 d. Requires the ability to produce reports that are accurate and complete;
- 74 e. Requires the ability to communicate with people to convey or exchange professional
75 information;
- 76 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of
77 others;
- 78 g. Ability to analyze situations quickly and objectively and to determine proper course of action.
- 79 h. Work is performed outside and inside. Outside work is subject to temperature extremes at
80 various times of the year, noise, dust, fumes, and exposure to heights (ladders, etc.).
- 81 6.
- 82 7. ~~Possess computer skills; data entry, knowledge of word processing, and spreadsheets.~~
- 83 ~~E. Minimum Physical and Mental Abilities Required to Perform Essential Functions.~~
- 84 1. ~~Physical Requirements.~~
- 85 a. ~~Must be physically able to operate a variety of automated office machines and~~
86 ~~equipment, including, but not limited to: computer, typewriter, facsimile machine, copier, blue-~~
87 ~~line machine, and telephone;~~
- 88 b. ~~Must be able to move or carry job-related objects or materials;~~
- 89 c. ~~Must be physically capable of reaching to obtain various books, printouts, file boxes,~~
90 ~~computer paper, etc.;~~
- 91 d. ~~Physical demand requirements are at levels of those for light work.~~

92 ~~2. Numerical Aptitude. Requires the ability to utilize mathematical formulas; add and~~
93 ~~subtract; multiply and divide totals; determine percentages; perform calculations involving~~
94 ~~variables, formulas, square roots, and polynomials; and interpret same as may be appropriate.~~

95 ~~3. Language Ability.~~

96 ~~a. Requires the ability to read a variety of professional, technical and administrative~~
97 ~~documentation, directions, regulations, instructions, methods and procedures, and maps;~~

98 ~~b. May require the ability to produce reports with proper format, punctuation, spelling and~~
99 ~~grammar, using all parts of speech.~~

100 ~~4. Interpersonal Communication.~~

101 ~~a. Requires the ability to communicate with people to convey or exchange professional~~
102 ~~information.~~

103 ~~5. Environmental Adaptability.~~

104 ~~a. Requires the ability to interact with people (i.e., staff, general public and elected officials)~~
105 ~~beyond giving and/or receiving instructions;~~

106 ~~b. Work is performed outside and inside. Outside work is subject to temperature extremes~~
107 ~~at various times of the year. Work is performed in an environment with numerous undesirable~~
108 ~~conditions including noise, dust, fumes, and exposure to heights (ladders, etc.). Inside work is~~
109 ~~normally in an office environment. Headaches, eyestrain, carpal tunnel syndrome, and related~~
110 ~~occupational hazards associated with computer work reflect most common potential for injury.~~

1 **2.3 Development staff clerk.**

2 1. Purpose of Position. The purpose of this position is to provide administrative and
3 professional support to the planning and development staff~~of the town of Kittery~~. This
4 position reports to the ~~development staff assistant~~Director of Planning and Development.
5 Duties include, but are not limited to: updating computer systems; assisting the public;
6 ~~performing word processing services~~; and performing additional tasks as assigned by the
7 ~~development staff assistant~~Director of Planning and Development.

8 2. Essential Duties and Responsibilities. The following duties are normal for this position.
9 These are not to be construed as exclusive or all-inclusive. Other duties may be required
10 and assigned.

- 11 1. Updates appraisal computer system;
- 12 2. Enters up-to-date information into computer; records changes of ownership on assessment
13 cards; runs year-end reports;
- 14 3. Identifies and matches up deeds and declarations; sketches changes on assessor's maps
15 and operates printers;
- 16 4. Provides customer service with up-to-date information in regard to assessments;
- 17 5. Performs administrative tasks such as answering phones, taking and relaying messages,
18 making copies; faxing documents; typing documents, processing mail; typing tax bills;
19 collecting money, and maintaining files;
- 20 6. Utilizes various office machines and equipment in the delivery of service, such as computer,
21 telephone, facsimile machine, adding machine, copier, typewriter and postage meter;
- 22 7. Reviews and receives various reports, documents and forms, property record cards, board
23 of appeals applications, board of assessment review applications, abatement applications
24 and exemption applications;
- 25 8. Receipting for zoning board of appeals applications.

26 ~~Additional Duties and Responsibilities.~~

- 27 9. Assists ~~code~~Code enforcement~~enforcement officer~~Officer, as needed;
- 28 10. Assists Town planner~~Planner~~, as needed;
- 29 11. Performs other related duties as required.

30 C. Essential Training and Experience Required to Perform Essential Functions.

- 31 1. High school diploma or GED required, with a minimum of one year's experience as an
32 assessing clerk, secretary, or administrative assistant; or any equivalent combination of
33 education, training and experience which provides the requisite knowledge, skills and
34 abilities for this position.
- 35 2. Ability to understand, interpret, and apply land use, building, and plumbing regulations;
- 36 3. Excellent verbal and writing skills, ability to communicate effectively and in an appropriate
37 professional manner.

38 D. Minimum Physical and Mental Abilities Required to Perform Essential Functions.

39 1. Physical Requirements.

- 40 a. Must be able to operate a computer, keyboard, printer, telephone, and other equipment
41 necessary to perform the duties of this position;
- 42 b. Must be able to move or carry job-related objects or materials;
- 43 c. Must be able to sit and stand for long periods;
- 44 d. Must be able to communicate through human speech and in writing;
- 45 e. Must be physically capable of lifting 50 pounds.

46 2. Mental Abilities

- 47 a. Requires the ability to develop and maintain positive relationships with employees, vendors,
48 and departments;
- 49 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete
50 efforts independently and as a member of a team;
- 51 c. Requires the ability to utilize mathematical formulas, and to understand a variety of
52 professional, technical and administrative documentation, directions, regulations,
53 instructions, methods and procedures;
- 54 d. Requires the ability to produce reports that are accurate and complete;
- 55 e. Requires the ability to communicate with people to convey or exchange professional
56 information;
- 57 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of
58 others;

59 E. ~~Minimum Physical and Mental Abilities Required to Perform Essential Functions.~~

- 60 1. ~~Physical Requirements.~~
- 61 a. ~~Must be physically able to operate a variety of automated office machines and~~
62 ~~equipment, including, but not limited to: computer, typewriter, facsimile machine, copier, and~~
63 ~~telephone;~~
- 64 b. ~~Must be able to move or carry job-related objects or materials;~~
- 65 c. ~~Must be physically capable of reaching to obtain various books, printouts, file boxes,~~
66 ~~computer paper, etc.;~~
- 67 d. ~~Physical demand requirements are at levels of those for sedentary or office environment~~
68 ~~work.~~
- 69 2. ~~Numerical Aptitude. Requires the ability to utilize mathematical formulas; add and~~
70 ~~subtract; multiply and divide totals; determine percentages; and interpret same as may be~~
71 ~~appropriate.~~
- 72 3. ~~Language Ability.~~
- 73 a. ~~Requires the ability to read a variety of professional, technical and administrative~~
74 ~~documentation, directions, regulations, instructions, methods and procedures;~~
- 75 b. ~~May require the ability to produce reports with proper format, punctuation, spelling and~~
76 ~~grammar, using all parts of speech.~~
- 77 4. ~~Interpersonal Communication. Requires the ability to communicate with people to~~
78 ~~convey or exchange professional information.~~
- 79 5. ~~Environmental Adaptability.~~
- 80 a. ~~Requires the ability to interact with people (i.e., staff, general public and elected officials)~~
81 ~~beyond giving and/or receiving instructions;~~
- 82 b. ~~Work is normally performed in an office environment. Headaches, eye strain, carpal~~
83 ~~tunnel, and related occupational hazards associated with computer work reflect most~~
84 ~~common potential for injury.~~

1 **2.4 Assistant Planner.**

2 A. Purpose of Position. The purposes of this position are to assist the Town Planner in
3 performing municipal planning functions and provide staff services to the Planning Board ~~for~~
4 ~~the Town~~. This position reports to the Town Planner. Duties include, but are not limited to:
5 ~~maintaining, updating, and implementing a comprehensive plan~~; reviewing development
6 proposals for compliance with town ordinances; ~~developing amendments to the land-~~
7 ~~use/zoning, subdivision, and related development ordinances~~; interpreting ordinances;
8 ~~managing and~~ maintaining the Town's geographic information system (GIS) data; preparing
9 ~~zoning maps and providing mapping services for the Office of Planning and Development or~~
10 ~~other municipal departments as assigned~~; performing additional related tasks as assigned
11 by the Town Planner.

12 B. Essential Duties and Responsibilities.

- 13 1. ~~Assists with the update of the Comprehensive Plan as required by the Town Planner~~
14 ~~including policies and implementation strategies addressing population and demographic~~
15 ~~changes, land use, transportation, housing, public facilities and services, utilities,~~
16 ~~environmental protection and conservation, and other Town issues related to its overall~~
17 ~~physical, social and economic development~~;
- 18 2. Assists with the implementation of the Comprehensive Plan as required by the Town
19 Planner including coordinating and/or implementing specific programs or projects identified
20 in the Plan;
21 ~~Evaluates or assists in the evaluation of land-use/zone changes, ordinance amendments,~~
22 ~~site plans, and other related proposals~~;
- 23 3. Reviews plans for consistency with ~~the Comprehensive Plan and compliance with~~ land-use
24 ordinances, and prepares staff reports to expedite and assist in the Planning Board review
25 process;
- 26 4. Attends Planning Board meetings and site inspections to assist the Town Planner as
27 required;
- 28 5. Provides technical assistance and information to citizens, landowners, developers,
29 attorneys, engineers and other interested parties seeking Town planning and development
30 information, interpretation, permits or approvals under the Town's various land-use/zoning
31 ordinances, subdivision and related regulations;
- 32 6. Provides staff support to various boards and commissions concerned with Town growth and
33 development issues;
- 34 7. ~~Implements and m~~Maintains the Town's geographic information system (GIS) including
35 ~~management of all~~ data collection, maintenance and dissemination in cooperation with
36 various Town departments.
- 37 8. Prepares various maps and images such as the official zoning map, supplement visual aids
38 ~~for the Planning Board and various Town-related projects~~;
- 39 9. ~~Manages and maintains the department's web-site to p~~Provides the public and applicants
40 with updated information related to Planning Board meeting schedule, agenda items as well
41 as meeting minutes, land-use ordinance adoption, application forms and other related
42 information;
- 43 10. Collects a variety of statistical data and prepares reports and maps on topics such as
44 census information, land use and occupancy rates ~~and presents findings to the Planning~~
45 ~~Board or various Town commissions or departments~~ as needed;

46 ~~Monitors local, state and national planning, land use and development trends, and interprets~~
47 ~~such trends for the Planning Board and other town agencies as applicable;~~
48 11. Recommends necessary action concerning specific proposals, taking into consideration the
49 unique character, needs and assets of the Town.

50 ~~Additional Duties and Responsibilities.~~

- 51 12. Performs additional administrative tasks such as purchasing department supplies,
52 publishing legal notices and posting agendas;
53 13. ~~Enters up-to-date information into computer;~~ Assists in preparation of planning board
54 meeting packets, including applicant and abutter notification, legal notice for public hearings
55 and agenda development, at the direction of the Town Planner;
56 ~~Uses various office machines and equipment in the delivery of service, such as computer,~~
57 ~~telephone, facsimile machine, adding machine, copier, typewriter and postage meter;~~
58 14. Performs other related duties as ~~required~~ assigned by the Town Planner.

59 C. Essential Training and Experience Required to Perform Essential Functions.

- 60 1. Requires a bachelor's degree in urban and regional planning, landscape architecture,
61 architecture, public administration or policy, environmental design, or related area of study in
62 addition to one year of planning experience, or any equivalent combination of education,
63 training, and experience which provides the requisite knowledge, skills, and abilities for this
64 position.
65 2. Must be proficient and knowledgeable in the use of GIS application.
66 3. Must possess ~~appropriate~~ a valid driver's license.
67 ~~4. Progress toward certification as a Member of the American Institute of Certified Planners is~~
68 ~~desired.~~
69 4. Ability to understand, interpret, and apply complex land use laws and regulations;
70 5. Excellent verbal and writing skills, ability to communicate effectively and in appropriate
71 professional manner.

72 D. Minimum Physical and Mental Abilities Required to Perform Essential Functions.

73 1. Physical Requirements.

- 74 a. Must be able to operate a computer, keyboard, printer, telephone, and other equipment
75 necessary to perform the duties of this position;
76 b. Must be able to move or carry job-related objects or materials;
77 c. Must be able to sit and stand for long periods;
78 d. Must be able to physically traverse a site with potential uneven terrain, construction activity,
79 and/or limited handicap accessibility;
80 e. Must be able to communicate through human speech and in writing;
81 f. Must be physically capable of lifting 50 pounds.

82 2. Mental Abilities

- 83 a. Requires the ability to develop and maintain positive relationships with employees, vendors,
84 and departments;
85 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete
86 efforts independently and as a member of a team;
87 c. Requires the ability to utilize mathematical formulas, and to understand a variety of
88 professional, technical and administrative documentation, directions, regulations,
89 instructions, methods and procedures;
90 d. Requires the ability to produce reports that are accurate and complete;
91 e. Requires the ability to communicate with people to convey or exchange professional
92 information;

93 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of
94 others;

95
96 ~~D. Minimum Physical and Mental Abilities Required to Perform Essential Functions.~~

97 ~~1. Physical Requirements.~~

98 ~~a. Must be physically able to operate a variety of automated office machines and~~
99 ~~equipment, including, but not limited to: computer, keyboard, printer, facsimile machine, copier,~~
100 ~~blue-print machine, and telephone;~~

101 ~~b. Must be able to move or carry job-related objects or materials;~~

102 ~~c. Must be physically capable of reaching to obtain various books, printouts, file boxes,~~
103 ~~computer paper, etc.;~~

104 ~~d. Must meet physical demand requirements usually at levels of those for sedentary or office~~
105 ~~environment work. However, there are times during site inspections that the physical demand~~
106 ~~requirements are higher depending on the site's development.~~

107 ~~2. Numerical Aptitude. Requires the ability to use arithmetic and mathematical formulas~~
108 ~~including add, subtract, multiply and divide; determine percentages; perform calculations~~
109 ~~involving variables, formulas, square roots, and polynomials; and interpret same as may be~~
110 ~~appropriate.~~

111 ~~3. Language Ability.~~

112 ~~a. Requires the ability to read a variety of professional, legal, technical and administrative~~
113 ~~documents, directions, regulations, instructions, methods and procedures;~~

114 ~~b. Requires the ability to produce memorandums and reports with proper format,~~
115 ~~punctuation, spelling and grammar, using all parts of speech.~~

116 ~~4. Interpersonal Communication. Requires the ability to listen and communicate with people~~
117 ~~to convey or exchange information in a professional and polite manner.~~

118 ~~5. Environmental Adaptability.~~

119
120 ~~a. Requires the ability to interact with people (i.e., staff, general public and elected officials)~~
121 ~~beyond giving and/or receiving instructions;~~

122 ~~b. Work is normally performed in an office environment. Headaches, eye strain, carpal~~
123 ~~tunnel syndrome, and related occupational hazards associated with computer work reflect most~~
124 ~~common~~

125 ~~potential for injury. However, sometimes, work is performed outside and subject to temperature~~
126 ~~extremes at various times of the year.~~

127

1 **2.5 Code enforcement officer.**

2 A. Purpose of Position. The purpose of this position is to enforce local, state, and federal laws
3 and codes relating to the protection of public health, welfare, and land use. This position
4 reports to the ~~town-planner~~Director of Planning and Development. Duties include, but are
5 not limited to: conducting the permitting process; responding to and performing additional
6 tasks as assigned by the ~~town-planner~~Director of Planning and Development.

7 B. Essential Duties and Responsibilities. The following duties are normal for this position.
8 These are not to be construed as exclusive or all-inclusive. Other duties may be required
9 and assigned.

- 10 1. Conducts the permitting process including permit review, initial site inspections, permit
11 issuance; performs inspections including septic, plumbing and electrical to issuance of
12 occupancy certificates;
- 13 2. Consults with the ~~town~~Town ~~manager~~Manager, Director of Planning and Development~~town~~
14 ~~planner~~, and other employees, board members, etc. to advise on subjects of mutual
15 concern, both immediate and long-term;
- 16 3. Responds to citizen inquiries and/or complaints relating to septic, zoning, plumbing,
17 electrical, and other health and safety matters; investigates and initiates enforcement action
18 where deemed appropriate;
- 19 4. Provides advice and information to the zoning board of appeals; attends all ~~zoning-b~~Board
20 of ~~appeals~~-Appeals meetings; provides advice and information to the ~~town~~Town
21 ~~council~~Council, ~~planning~~-Planning boardBoard, and other boards and committees, as
22 requested; attends their meetings, as necessary;
- 23 5. Serves as town health officer, local plumbing inspector, and code enforcement officer;
24 ~~Constructs annual budget for code enforcement office;~~
25 ~~Utilizes various machines and equipment in the delivery of service, such as measuring and~~
26 ~~surveying equipment, camera, and electrical testing equipment;~~
- 27 6. Reviews and receives various reports, documents, and forms, including: building plans, site
28 plans, sign permit applications, plot plans, plumbing applications, home occupation
29 applications, zoning board applications, utility forms and various governmental forms;
- 30 7. Reviews applications to the Kittery ~~port~~Port ~~authority~~Authority and ~~planning~~-Planning board
31 Board for zoning compliance.

32 ~~Additional Duties and Responsibilities.~~

- 33 8. Performs other related duties as ~~required~~assigned;
- 34 9. Supervises ~~employees as assigned by the town manager~~Development Staff
35 Assistants/Assistant CEOs/Local Plumbing Inspectors.

36 C. Essential Training and Experience Required to Perform Essential Functions.

- 37 1. Bachelor's degree in a related field; with a minimum of three years' experience as a ~~code~~
38 Code enforcement-Enforcement officerOfficer, inspector, or related experience; or any
39 equivalent combination of education, training, and experience which provides the requisite
40 knowledge, skills, and abilities for this position.
- 41 2. Must possess state of Maine certifications in legal issues and enforcement techniques,
42 shore land zoning, zoning and land use, internal plumbing, external plumbing and building
43 standards and must maintain certifications throughout employment.
- 44 3. Must possess ~~appropriate~~ a valid driver's license.
- 45 4. Ability to understand, interpret, and apply complex land use laws and regulations;

46 5. Excellent verbal and writing skills, ability to communicate effectively and in appropriate
47 professional manner.

48 D. Minimum Physical and Mental Abilities Required to Perform Essential Functions.

49 1. Physical Requirements.

50 a. Must be able to operate a computer, keyboard, printer, telephone, and other equipment
51 necessary to perform the duties of this position;

52 b. Must be able to move or carry job-related objects or materials;

53 c. Must be able to sit and stand for long periods;

54 d. Must be able to physically traverse a site with potential uneven terrain, construction activity,
55 and/or limited handicap accessibility;

56 e. Must be able to communicate through human speech and in writing;

57 f. Must be physically capable of lifting 50 pounds.

58 2. Mental Abilities

59 a. Requires the ability to develop and maintain positive relationships with employees, vendors,
60 and departments;

61 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete
62 efforts independently and as a member of a team;

63 c. Requires the ability to utilize mathematical formulas, and to understand a variety of
64 professional, technical and administrative documentation, directions, regulations,
65 instructions, methods and procedures;

66 d. Requires the ability to produce reports that are accurate and complete;

67 e. Requires the ability to communicate with people to convey or exchange professional
68 information;

69 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of
70 others;

71 g. Ability to analyze situations quickly and objectively and to determine proper course of action.

72

73 ~~E. Minimum Physical and Mental Abilities Required to Perform Essential Functions.~~

74 ~~1. Physical Requirements.~~

75 ~~a. Must be physically able to operate equipment, including, but not limited to: automated~~
76 ~~office machines and equipment, measuring equipment, level, camera, and electrical testing~~
77 ~~equipment;~~

78 ~~b. Must be able to move or carry job-related objects or materials;~~

79 ~~c. Must be physically capable of reaching to obtain various books, printouts, file boxes,~~
80 ~~computer paper, etc.;~~

81 ~~d. Physical demand requirements are at levels of those for light work;~~

82 ~~e. Must be physically capable of negotiating sites, climbing ladders and climbing~~
83 ~~construction staging.~~

84 ~~2. Numerical Aptitude.~~

85 ~~a. Requires the ability to utilize mathematical formulas; add and subtract; multiply and~~
86 ~~divide totals; determine percentages; perform calculations involving variables, formulas, square~~
87 ~~roots, and polynomials; and interpret same as may be appropriate.~~

88 ~~3. Language Ability.~~

89 ~~a. Requires the ability to read a variety of professional, technical and administrative~~
90 ~~documentation, directions, regulations, instructions, methods and procedures, and maps;~~

91 ~~b. Requires the ability to produce reports and letters with proper format, punctuation,~~
92 ~~spelling and grammar, using all parts of speech.~~

- 93 ~~4. Interpersonal Communication.~~
- 94 ~~a. Requires the ability to communicate with people to convey or exchange professional~~
- 95 ~~information.~~
- 96 ~~5. Environmental Adaptability.~~
- 97 ~~a. Requires the ability to interact with people (i.e., staff, general public and elected officials)~~
- 98 ~~beyond giving and/or receiving instructions;~~
- 99 ~~b. In part, work is normally performed outside and subject to temperature extremes at~~
- 100 ~~various times of the year. Work is performed in an environment with numerous undesirable~~
- 101 ~~conditions including noise, dust, fumes, and exposure to heights (ladders, scaffolding, etc.).~~

2.4.7 Town Planner.

- A. Purpose of Position. The purpose of this position is to ~~perform all municipal planning and economic development functions~~ ensure development is consistent with the towns land use codes and provide staff services to the ~~planning~~ Planning Board ~~Board for the town of Kittery.~~ This position reports to the ~~town manager~~ Director of Planning and Development. Duties include, but are not limited to: ~~maintaining, updating, and~~ assisting in the development and implementing ~~implementation~~ a growth management program; reviewing development proposals for compliance with town ordinances; ~~guiding economic development and other programs~~ managing the town's GIS data; preparing and updating maps; assisting with developing amendments to the zoning and subdivision ordinances; interpreting ordinances; preparing budgets; and performing additional related tasks as assigned by the ~~town manager~~ Director of Planning and Development.
- B. Essential Duties and Responsibilities. The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.
1. ~~Assists~~ Maintains, updates ~~updating,~~ and ~~implements~~ implementing a comprehensive plan ~~for the town of Kittery;~~ assists in developing ~~developing~~ amendments to the zoning ordinances; receives,
 2. ~~coordinates, and r~~ Reviews development plans for compliance with town ordinances, develops reports, and makes recommendations; produces public notices and abutters' notices; tracks applications through review and approval process;
 3. Coordinates with the Kittery Port Authority on applications that require Planning Board review and/or approval;
 4. Conducts preconstruction hearings, tracks compliance with orders of condition and permit requirements, conducts inspections as needed, and provides follow-up administration of Planning Board permits;
 5. Coordinates with other boards, commissions, committees, staff and departments on applications and development projects that cross multiple disciplines and town jurisdictions;
 6. Prepares ~~planning~~ Planning board ~~Board~~ bi-monthly agendas and meeting packets, including ~~filing, mailing, copying,~~ publishes public notices, posts agendas, and collating ~~distributes~~ packets;
 7. ~~Guides annual five-year capital improvement program; w~~ Works on special municipal projects as directed by the ~~town manager;~~ Director;
 8. ~~Represents the municipality in regional planning, transportation, and economic developments organizations and initiatives; r~~ Responds to requests for land use data, demographics, and municipal information;
 9. Manages and maintains the GIS data, prepares various maps and images such as the official zoning map, supplemental visual aids; ~~Recommends municipal position on pending state legislation and prepares budgets; Utilizes various office machines and equipment in the delivery of service, such as computer, telephone, facsimile machine, adding machine, copier, scales, postage meter, and automobile;~~
 10. Reviews and receives various reports, documents, and forms, including: blueprints, wetland alteration applications, and traffic analysis.
 11. Develops documents including: grant applications, draft ordinance amendments, ~~and~~ planning board agendas ~~reports;~~

- 47 12. Meets with the public to explain code requirements and procedures.
48 ~~Additional Duties and Responsibilities.~~
49 ~~Performs additional administrative tasks such as purchasing department supplies,~~
50 ~~publishing legal notices, posting agendas, and filling out attendance records;~~
51 13. Performs other related duties as assigned by the Directorrequired.
- 52 C. Essential Training and Experience Required to Perform Essential Functions.
53 1. Bachelor's degree in urban planning, regional planning, public administration, ~~civil~~
54 ~~engineering~~, or related field required, with a minimum of ~~five~~ two years' experience in
55 municipal planning, professional planning, or related industry; or any equivalent combination
56 of education, training, and experience which provides the requisite knowledge, skills, and
57 abilities for this position.
58 2. Must possess ~~appropriate~~ a valid driver's license.
59 3. Ability to understand, interpret, and apply complex land use laws and regulations;
60 4. Excellent verbal and writing skills, ability to communicate effectively and in appropriate
61 professional manner.
- 62 D. Minimum Physical and Mental Abilities Required to Perform Essential Functions.
63 1. Physical Requirements.
64 a. Must be able to operate a computer, keyboard, printer, telephone, and other equipment
65 necessary to perform the duties of this position;
66 b. Must be able to move or carry job-related objects or materials;
67 c. Must be able to sit and stand for long periods;
68 d. Must be able to physically traverse a site with potential uneven terrain, construction activity,
69 and/or limited handicap accessibility;
70 e. Must be able to communicate through human speech and in writing;
71 f. Must be physically capable of lifting 50 pounds.
- 72 2. Mental Abilities
73 a. Requires the ability to develop and maintain positive relationships with employees, vendors,
74 and departments;
75 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete
76 efforts independently and as a member of a team;
77 c. Requires the ability to utilize mathematical formulas, and to understand a variety of
78 professional, technical and administrative documentation, directions, regulations,
79 instructions, methods and procedures;
80 d. Requires the ability to produce reports that are accurate and complete;
81 e. Requires the ability to communicate with people to convey or exchange professional
82 information;
83 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of
84 others;
85 g. Ability to analyze situations quickly and objectively and to determine proper course of action.
86 1.
87 ~~a. Must be physically able to operate a variety of automated office machines and equipment,~~
88 ~~including, but not limited to: computer, keyboard, printer, facsimile machine, copier, blue print~~
89 ~~machine, and telephone;~~
90 ~~b. Must be able to move or carry job-related objects or materials;~~
91 ~~c. Must be physically capable of reaching to obtain various books, printouts, file boxes,~~
92 ~~computer paper, etc;~~

- 93 ~~d. Physical demand requirements are usually at levels of those for sedentary or office~~
94 ~~environment work. There are times during site visits that the physical demand requirements~~
95 ~~are higher depending on the site's development.~~
- 96 ~~2. Numerical Aptitude.~~
- 97 ~~a. Requires the ability to utilize mathematical formulas; add and subtract; multiply and divide~~
98 ~~totals; determine percentages; perform calculations involving variables, formulas, square~~
99 ~~roots, and polynomials; and interpret same as may be appropriate.~~
- 100 ~~3. Language Ability.~~
- 101 ~~a. Requires the ability to read a variety of professional, legal, technical and administrative~~
102 ~~documentation, directions, regulations, instructions, methods and procedures;~~
- 103 ~~b. May require the ability to produce reports with proper format, punctuation, spelling and~~
104 ~~grammar, using all parts of speech.~~
- 105 ~~4. Interpersonal Communication.~~
- 106 ~~a. Requires the ability to communicate with people to convey or exchange professional~~
107 ~~information.~~
- 108 ~~5. Environmental Adaptability.~~
- 109 ~~a. Requires the ability to interact with people (i.e., staff, general public and elected officials)~~
110 ~~beyond giving and/or receiving instructions;~~
- 111 ~~b. Work is normally performed in an office environment. Headaches, eye strain, carpal~~
112 ~~tunnel syndrome, and related occupational hazards associated with computer work reflect~~
113 ~~most common potential for injury. In part, work is performed outside and subject to~~
114 ~~temperature extremes at various times of the year.~~

1 **3.1 Tax assessor.**

2 A. Purpose of Position. The purpose of this position is to ~~supervise and~~ manage the day-to-day
3 activities of the assessing ~~department~~functions. This position reports to the ~~town~~
4 ~~manager~~Director of Planning and Development. Duties include, but are not limited to:
5 ~~supervising staff; delegating work;~~ reviewing all values of property; ensuring all property is
6 maintained at fair market value; measuring and listing all properties; preparing and
7 processing reports; providing professional staff services to the Board of Assessment
8 Review, and performing additional tasks as assigned by the ~~town manager~~Director of
9 Planning and Development.

10 B. Essential Duties and Responsibilities. The following duties are normal for this position.
11 These are not to be construed as exclusive or all-inclusive. Other duties may be required
12 and assigned.

13 ~~Supervises and evaluates assigned staff; manages employee concerns; directs work~~
14 ~~assignments, and counsels/disciplines employees, when necessary; provides departmental~~
15 ~~employee training and development;~~

- 16 1. Devises procedures for compiling, computing, and analyzing valuation data according to
17 knowledge of statistical principles and accepted valuation theories; maintains all residential,
18 commercial, and industrial property at current fair value;
 - 19 2. Processes abatement applications; processes inquiries to defend assessments throughout
20 the appeal process;
 - 21 3. Reviews and inspects property for new construction to determine proper assessment;
22 measures and lists all new properties for the town;
 - 23 4. Provides residents with up-to-date information in regard to assessments via news and press
24 releases; serves as liaison with tax payers to ensure a positive public relations image;
25 explains how property values are determined to general public;
 - 26 5. Assists ~~town~~Town managerManager and other department heads concerning assessing
27 ~~issues which interact with the assessing department~~; prepares reports and questionnaires
28 for the state of Maine Revenue Services;
- 29 ~~Utilizes various office machines and equipment in the delivery of service, such as computer,~~
30 ~~telephone, facsimile machine, adding machine, copier, and postage meter;~~
- 31 6. Reviews and receives various reports, documents, and forms, including, deeds, maps,
32 appraisals, building plans, appraisals, property record cards, technical reports, narrative
33 reports, and letters.

34 ~~Additional Duties and Responsibilities:~~

- 35 7. Performs administrative tasks such as answering phones, taking and relaying messages,
36 making copies; faxing documents; typing documents, filling out cards, and maintaining files;
- 37 8. Processes declarations of value; determines what properties need to be checked due to
38 sale being higher or lower than assessed value;
- 39 9. Performs other related duties as ~~required~~assigned.

40 C. Essential Training and Experience Required to Perform Essential Functions.

- 41 1. High school diploma or GED required, with a minimum of three years' experience as an
42 assessor; or any equivalent combination of education, training, and experience which
43 provides the requisite knowledge, skills, and abilities for this position.

44 ~~Supervisory experience required.~~

- 45 2. Must possess ~~appropriate~~ a valid driver's license.

46 3. Must pass the state of Maine Department of Revenue and Finance Assessor certification
47 exam and retain certification throughout the duration of employment.

48 4. Ability to understand, interpret, and apply complex land use laws and regulations;

49 5. Excellent verbal and writing skills, ability to communicate effectively and in appropriate
50 professional manner.

51 D. Minimum Physical and Mental Abilities Required to Perform Essential Functions.

52 1. Physical Requirements.

53 a. Must be able to operate a computer, keyboard, printer, telephone, and other equipment
54 necessary to perform the duties of this position;

55 b. Must be able to move or carry job-related objects or materials;

56 c. Must be able to sit and stand for long periods;

57 d. Must be able to physically traverse a site with potential uneven terrain, construction activity,
58 and/or limited handicap accessibility;

59 e. Must be able to communicate through human speech and in writing;

60 f. Must be physically capable of lifting 50 pounds.

61 2. Mental Abilities

62 a. Requires the ability to develop and maintain positive relationships with employees, vendors,
63 and departments;

64 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete
65 efforts independently and as a member of a team;

66 c. Requires the ability to utilize mathematical formulas, and to understand a variety of
67 professional, technical and administrative documentation, directions, regulations,
68 instructions, methods and procedures;

69 d. Requires the ability to produce reports that are accurate and complete;

70 e. Requires the ability to communicate with people to convey or exchange professional
71 information;

72 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of
73 others;

74 g. Ability to analyze situations quickly and objectively and to determine proper course of action.
75

76 ~~E. — Minimum Physical and Mental Abilities Required to Perform Essential Functions.~~

77 ~~1. — Physical Requirements.~~

78 ~~a. — Must be physically able to operate a variety of automated office machines and~~
79 ~~equipment, including, but not limited to: computer, typewriter, facsimile machine, copier, and~~
80 ~~telephone;~~

81 ~~b. — Must be able to move or carry job-related objects or materials and be physically able to~~
82 ~~conduct field work;~~

83 ~~c. — Must be physically capable of reaching to obtain various books, printouts, file boxes,~~
84 ~~computer paper, etc.;~~

85 ~~d. — Physical demand requirements are at levels of those for sedentary or office environment~~
86 ~~work.~~

87 ~~2. — Numerical Aptitude.~~

88 ~~a. — Requires the ability to utilize mathematical formulas; add and subtract; multiply and~~
89 ~~divide totals; determine percentages; perform statistical calculations; and interpret same as may~~
90 ~~be appropriate.~~

91 ~~3. — Language Ability.~~

- 92 a. — Requires the ability to read a variety of professional, technical and administrative
93 documentation, directions, regulations, instructions, methods and procedures;
94 b. — May require the ability to produce reports with proper format, punctuation, spelling and
95 grammar, using all parts of speech.
- 96 4. — Interpersonal Communication.
- 97 a. — Requires the ability to communicate with people to convey or exchange professional
98 information.
- 99 5. — Environmental Adaptability.
- 100 a. — Requires the ability to interact with people (i.e., staff, general public and elected officials)
101 beyond giving and/or receiving instructions;
102 b. — Work is normally performed in an office environment. Headaches, eye strain, carpal
103 tunnel syndrome, and related occupational hazards associated with computer work reflect most
104 common potential for injury. In part, work is performed outside and subject to temperature
105 extremes at various times of the year.



TOWN OF KITTELY
200 Rogers Road, Kittery, ME 03904
Telephone: 207-475-1329 Fax: 207-439-6806

REPORT TO TOWN COUNCIL

Meeting Date: November 27, 2017
From: Kendra Amaral, Town Manager
Subject: Title 2 Amendments: Facility Maintenance Supervisor
Councilor Sponsor: Chairperson Kenneth Lemont

EXECUTIVE SUMMARY

Through negotiations with the Professional Unit, and in accordance with the Collective Bargaining Agreement, approved on November 13 by the Town Council, I am seeking to establish the Facility Maintenance Supervisor position.

This position was sought by the administration in recognition of the need to have an experienced and skilled supervisor responsible for overseeing the maintenance and cleaning of various municipal facilities.

Currently this role is being informally performed by a member of the custodial team at the Community Center.

This position is expected to be filled internally and will not increase the number of full-time staff. The compensation was negotiated with the Professional Unit and is included in the CBA. The FY18 Recreation Department budget was developed to include the increase in wages anticipated from this position.

STATEMENT OF NEED

The administration is responsible for a significant number of municipal facilities. The management of the maintenance and cleaning of each facility is currently handled in a somewhat disconnected and uneven manner, depending on the skills and resources of each department responsible for the facility. The town does not have a comprehensive facility management plan.

This position will allow for a more unified and coordinated approach to facility maintenance and upkeep, consolidate functions, and take advantage of expertise currently available to only certain departments.

Initially it is expected this position will be focused on the Town Hall (Police Station inclusive), Community Center, and Public Works office building. Over time it may grow to include more municipal facilities as appropriate. It is not expected for this position to have a role in coordinating

the cleaning and maintenance of park facilities, however, the Facility Maintenance Supervisor may serve as an expert resource for the Public Works Department as needed.

For continuity, the position will report to the Community Services Director/General Manager.

PROPOSED SOLUTION/RECOMMENDATION

Adopt the proposed Title 2 amendments, and Policy changes as proposed.

1 **TITLE 2**

2 **PROPOSED AMENDMENT**

3 **ADD:**

4 **2.4.4.10 Facilities Maintenance Supervisor**

5 A. Purpose of Position: The purpose of this position is to manage the custodian staff and
6 building maintenance responsibilities of the Kittery Community Center, Town Hall and other
7 municipal facilities as assigned. Duties include, but are not limited to: overseeing town facility
8 maintenance programs, coordinating and performing varied custodial and building maintenance
9 functions; supervising all custodians at the Community Center, Town Hall and other buildings as
10 assigned. This position reports to the Community Services Director/General Manager.

Chapter 2.5 COMPENSATION

	Position	Established By
1		
2	2.4.1.1 Town Manager	Council
3	2.4.1.2 Town Clerk/Register of Voters	Council
4	2.4.1.3 Deputy Town Clerk / General Assistance Administrator	Union Contract
5	2.4.1.4 Assistant Town Clerk	Union Contract
6	2.4.1.5 Deputy Treasurer	Union Contract
7	2.4.1.6 Accountant	Union Contract
8	2.4.1.7 Administrative Clerk	Union Contract
9	2.4.1.8 Secretary to the Town Manager	Council
10	2.4.1.9 Finance Director	Council
11	2.4.1.10 Shoreland/Environmental Resource Officer	Council
12	2.4.1.11 Harbormaster	Port Authority
13	2.4.1.12 Human Resources Generalist	Council
14	2.4.2.1 Planner	Council
15	2.4.2.2 Development Staff Assistant / Assistant Code Enforcement	Union Contract
16	Officer / Plumbing Inspector	
17	2.4.2.3 Development Staff Clerk	Union Contract
18	2.4.2.4 Assistant Town Planner	Union Contract
19	2.4.2.5 Code Enforcement Officer	Union Contract
20	2.4.2.5.1 Building Official	Council
21	2.4.2.5.2 Deputy Building Official	Council
22	2.4.2.6 Building Inspector	Council
23	2.4.3.1 Assessor	Union Contract
24	2.4.4.1 Recreation Director/General Manager	Council
25	2.4.4.2 Secretary / Bookkeeper	Union Contract
26	2.4.4.3 Assistant Recreation Director/Assistant General Manager	Union Contract
27	2.4.4.4 Safe Alternatives for Enrichment (S.A.F.E.) Coordinator	Union Contract
28	2.4.4.5 Program Coordinator	Union Contract
29	2.4.4.6 Recreation Supervisor	Union Contract
30	2.4.4.7 Early Childcare Supervisor/Head Teacher	Union Contract
31	2.4.4.8 Sports Coordinator	Union Contract
32	2.4.4.9 Head Custodian	Union Contract
33	<u>2.4.4.10 Facility Maintenance Supervisor</u>	<u>Union Contract</u>
34	2.4.5.1 Police Chief	Council
35	2.4.5.2 Lieutenant	Council
36	2.4.5.3 Administrative Assistant to Chief of Police	Council
37	2.4.5.4 Sergeant	Union Contract
38	2.4.5.5 School Resource Officer	Union Contract
39	2.4.5.6 Court Officer	Union Contract
40	2.4.5.7 Detective	Union Contract

**KITTERY TOWN CODE TITLE 2, PROPOSED AMENDMENT –
FACILITIES MAINTENANC SUPERVISOR**

1 **AN ORDINANCE** relating to the municipality’s authority for Town governance to give due and
2 proper attention to its many demands pursuant to the Town Charter, Federal law, and Maine
3 Revised Statutes, and more particularly where set forth in Maine Revised Statutes Title 30-A,
4 Municipalities and Counties.

5 **WHEREAS**, the Kittery Town Council is authorized to enact this Ordinance, as specified in
6 Sections 1.01 and 2.07(3) of the Town Charter; and 30-A MRS §3001, pursuant to its powers
7 that authorize the town, under certain circumstances, to provide for the public health, welfare,
8 morals, and safety, and does not intend for this Ordinance to conflict with any existing state or
9 federal laws; and

10 **WHEREAS**, the personnel director is obligated to prepare personnel rules which the Council
11 adopts by ordinance and said ordinance establishes the classification of all town positions,
12 based on the duties, authority and responsibility of each position, with adequate provision for
13 reclassification of any position whenever warranted by changed circumstances; and

14 **WHEREAS**, the maintenance and cleaning of municipal facilities are currently uncoordinated
15 leaving an uneven approach to facility management; and

16 **WHEREAS**, a more unified and coordinated approach to facility management will better serve
17 the community, save money in the long-term, and ensure that the administration is properly
18 stewarding the care and management of the town’s various facilities; and

19 **WHEREAS**, with the creation of a Facility Maintenance Supervisor position, the town will have a
20 role responsible for overseeing the town facility maintenance programs, coordinating cleaning
21 and repair efforts, and assisting in the development and implementation of a facility
22 management plan.

23 **NOW THEREFORE**, IN ACCORDANCE WITH TITLE 30-A MRS §3001, AND TOWN
24 CHARTER §2.14, THE TOWN OF KITTERY HEREBY ORDAINS TITLE 2, PERSONNEL and
25 ADMINISTRATION, OF THE TOWN CODE, AS PRESENTED.

26 **INTRODUCED** and read in a public session of the Town Council on the ____ day of _____,
27 20____, by: _____ {NAME} Motion to approve by Councilor
28 _____ {NAME}, as seconded by Councilor _____ {NAME} and
29 passed by a vote of _____.

30 **THIS ORDINANCE IS DULY AND PROPERLY ORDAINED** by the Town Council of Kittery,
31 Maine on the ____ day of _____, 20____, {NAME}, _____, Chairperson

32 **Attest:** {NAME}, _____ Town Clerk

1 **4.10 Facilities Maintenance Supervisor**

2 A. Purpose of Position: The purpose of this position is to manage the custodian staff and
3 building maintenance responsibilities of the Kittery Community Center, Town Hall and other
4 municipal facilities as assigned. Duties include, but are not limited to: overseeing town facility
5 maintenance programs, coordinating and performing varied custodial and building maintenance
6 functions; supervising all custodians at the Community Center, Town Hall and other buildings as
7 assigned. This position reports to the Community Services Director/General Manager.

8 B. Essential Duties and Responsibilities: The following duties are normal for this position.
9 These are not to be construed as exclusive or all-inclusive. Other duties may be required and
10 assigned.

- 11 1. Oversees all cleaning operations and custodial staff at various facilities, establishes and
12 oversees the cleaning and maintenance schedule;
- 13 2. Troubleshoots building-systems issues, obtains cost estimates, provides recommendations
14 for resolutions to issues, retains and coordinates assistance from contracted services as
15 approved;
- 16 3. Develops a Facility Management Plan and assists with long-range preventative
17 maintenance program development and implementation;
- 18 4. Responds to building emergencies such as power outages, boiler issues, severe weather,
19 water leaks, etc.;
- 20 5. Prioritizes all maintenance requests and ensures timely and quality completion of repairs;
- 21 6. Monitors building controls and reporting systems for potential issues, makes adjustments to
22 regulate building temperatures and other building systems as needed;
- 23 7. Tracks custodial expenses for the Town Hall, Community Center and assigned areas;
24 provides spending forecasts, reports, and recommendations for future funding needs,
25 assists in development of annual operating budget and five-year capital improvement plan;
- 26 8. Orders janitorial supplies and equipment, keeps inventory of supplies, conducts custodial
27 equipment inspections and determines equipment needs, repairs equipment as appropriate;
- 28 9. Removes or directs removal of snow in walkways and stairwells for various buildings;
- 29 10. Makes light carpentry repairs to buildings. repairs and maintains building equipment as
30 appropriate;
- 31 11. Maintains SDS sheets for various town facilities;
- 32 12. Supervises and participates in tasks involved in setting up rooms for functions at the
33 Community Center;
- 34 13. Performs other duties as assigned by the Community Services Director/General Manager.

35 C. Essential Training and Experience Required to Perform Essential Functions.

- 36 1. High School diploma or equivalent required, with a minimum of five years' experience in
37 building custodial and maintenance work with progressively responsible supervisory
38 experience;
- 39 2. Must possess a valid driver's license;
- 40 3. Working knowledge of the methods and supplies used in day-to-day maintenance and
41 cleaning of buildings;
- 42 4. Available to work a varied schedule including evenings and weekend hours to accomplish
43 supervision of staff on alternate shifts;
- 44 5. Excellent verbal and writing skills, ability to communicate effectively and in appropriate
45 professional manner;

46 D. Minimum Physical and Mental Abilities Required to Perform Essential Functions.

- 47 1. Physical Requirements.
 - 48 a. Must be able to operate hand tools, power tools, cleaning equipment, a computer, keyboard,
49 printer, telephone, and other equipment necessary to perform the duties of this position;
 - 50 b. Must be able to move or carry job-related objects or materials;

- 51 c. Must be able to sit and stand for long periods;
- 52 d. Must be able to communicate through human speech and in writing;
- 53 e. Must be physically capable of lifting 75 pounds.
- 54 2. Mental Abilities
- 55 a. Requires the ability to develop and maintain positive relationships with employees, vendors,
- 56 and departments;
- 57 b. Requires the ability to exercise initiative and good judgement, to set priorities and complete
- 58 efforts independently and as a member of a team;
- 59 c. Requires the ability to utilize mathematical formulas, and to understand a variety of
- 60 professional, technical and administrative documentation, directions, regulations,
- 61 instructions, methods and procedures;
- 62 d. Requires the ability to produce reports that are accurate and complete;
- 63 e. Requires the ability to communicate with people to convey or exchange professional
- 64 information;
- 65 f. Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of
- 66 others;
- 67 g. Ability to analyze situations quickly and objectively and to determine proper course of action.



TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904

Telephone: 207-475-1329 Fax: 207-439-6806

REPORT TO TOWN COUNCIL

Meeting Date: November 27, 2017
From: Kendra Amaral, Town Manager
Subject: Violation of Title 5.9 License for Viewing Booth in Adult Entertainment Establishment
Councilor Sponsor: Chairperson Kenneth Lemont

EXECUTIVE SUMMARY

On November 9, 2017 the Kittery Police Chief and Lieutenant visited the Amazing.Net business for the purpose of conducting an unannounced compliance visit.

Chief Soucy reported that he entered the store ahead of Lieutenant Desjardins, who remained in the parking lot for a short time. As the Chief entered the store, he went immediately to the private viewing area, where he observed three of the booths were occupied. One man left hurriedly from his booth as he was fastening his pants. Another man was observed engaging in Indecent Conduct by himself in his booth. The remaining booth was occupied by two men, who were observed engaging in Indecent Conduct together.

According to 5.9.3.3 Occupants, no more than one individual is allowed to occupy a viewing booth at any one time.

The Police Department has conducted a number of unannounced compliance visits at Amazing.Net in November. To date, only the November 9th compliance visit has resulted in identification of a violation of Title 5.9.

FACTS BEARING ON THE EQUATION

5.9.3.3 Occupants - No more than one individual is allowed to occupy a viewing booth at any one time.

5.9.4 Responsibility of Operator for Compliance – Every act or omission by an employee of the establishment constituting or allowing a violation of 5.9 or failing to supervise the employee's conduct to assure compliance is deemed an act or omission of the operator.

5.9.2.3 Suspension or Revocation of License - The Town Council may, after notice to the licensee and hearing, suspend or revoke any viewing booth license issued under this chapter upon a finding that the licensee has violated any of the provisions of this chapter.

5.9.6 Violation Penalties - Any person, partnership, company, corporation, or other entity which is found to have violated this chapter is subject to punishment by a fine not exceeding two hundred dollars (\$200.00) for each such violation.

PROPOSED SOLUTION/RECOMMENDATION

Violation of Title 5.9

- 1) The Town Council may direct the Town Manager to issue notice to the licensee of its intent to conduct a hearing into the matter, and schedule such hearing.
- 2) If the Council finds the licensee violated Title 5.9, the Town Council may issue a fine and/or suspend or revoke the viewing booth license.

Amendment of Title 5.9 – Indecent Conduct

It is recommended by Chief Soucy that consideration be given to potential changes to Title 5.9 to address conflict with state law regarding indecent conduct.

This could include eliminating “or for use of any devices or paraphernalia which is designed for or used in connection with specified sexual activities” in the Viewing Booth definition and other language amendments.

AGREEMENT

Between

TOWN OF KITTERY

And

TEAMSTERS LOCAL UNION NO. 340

Affiliated with the International Brotherhood of Teamsters

for the

KITTERY POLICE DEPARTMENT POLICE OFFICERS

Effective: July 1, 2017
Expiration: June 30, 2020

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This Agreement is entered into between the TOWN OF KITTERY, MAINE, hereinafter referred to as the "TOWN" or "EMPLOYER" and TEAMSTERS LOCAL UNION NO. 340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, Chapter 9-A MRSA 961 through 974, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper Officer morale and promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, hours and other conditions of employment for all its eligible Officers within the bargaining unit in the Police Department, as provided in accordance with the Municipal Public Employee Labor Relations Act.

ARTICLE 3 - HOURS OF WORK

The basic work week for Officers covered under this contract shall be forty (40) hours within a one-hundred and sixty-eight (168) hour period.

The payroll week shall start at 12:01 a.m. on Sunday and end at 12:00 midnight the following Saturday.

The work schedule shall consist of four (4) consecutive ten (10) hour days with three (3) consecutive days off, within a one-hundred and sixty-eight (168) hour period on a ninety (90) day rotating schedule as follows:

A-SHIFT - 10 hours - 0630 to 1630

B-SHIFT - 10 hours - 1600 to 0200

C-SHIFT - 10 hours - 2100 to 0700

Prior to the 20th of the preceding month, Police Officers will, by seniority, bid respective shift and days off for the following ninety (90) days.

If, between the 20th of the preceding month and the first day of the new month's schedule, management deems it necessary to make a change in the work schedule, the revised schedule will be put out for re-bid by seniority.

Management will have the right to set the shifts and the number of Police Officers on each shift. The provisions of Article 3 do not apply on the week of shift change.

Section 1. There is to be no deviation from the four (4) consecutive ten (10) hour days unless a vacancy occurs and the Town is unable to find a voluntary, eligible replacement from the off-duty call-out list. An eligible Officer in this instance shall mean one who is not scheduled to work during any of the hours to be replaced.

Section 1-A. Nothing in this section or any other Article or Section of this contract shall prohibit management from having one floating shift that will be used to fill in where additional manpower is needed as determined by the Chief of Police or designee. This floating shift shall comply with all provisions of Article 3, except on the week of shift change, and will be bid as any other shift.

Section 1-B. Management will have the right to designate specific Officers having specialized training to assignments based on the needs of the department, without going through the normal overtime call-out procedures.

Section 2. The decision as to whether or not a replacement is to be made on a scheduled shift is a decision of the Town. If a decision is made to fill a vacancy, the replacement will first be offered to an eligible Patrol Officer on the off-duty call-out list.

Section 3. Detectives shall work a structured, regular forty (40) hours a week schedule and shall not have their hours arbitrarily changed to avoid overtime payments or use of compensatory time.

Section 4. Paid status shall consist of regular work, sick leave, compensatory time, vacation time, and when suspended with pay.

Section 5. The term "OVERTIME COMPENSATION" shall be defined as time and one-half an Officer's regular, hourly base rate of pay and shall be paid for all approved time necessarily spent on the job in excess of forty (40) hours in any work week. Overtime can be converted to compensatory time at a rate of one and one-half (1 ½) times rate of pay. Officers' scheduled working hours shall not be changed to avoid the payment of overtime. There will be a compensatory time balance cap, such that no Officer may carry more than eighty (80) hours from one calendar year to the next.

Burn Down Procedure: Any employee with a compensatory balance in excess of the compensatory balance cap of eighty (80) hours as of the signing of the 2017-2020 agreement will be ineligible to convert overtime to compensatory time until such compensatory balance is less than the balance cap. Additionally, beginning January 1, 2019, employees with a compensatory balance in excess of the balance cap will be required to burn down and/or buy out a combined total of eighty (80) hours of the excess compensatory balance each year until the balance is less than the balance cap. If the excess compensatory balance in a given year is less than eighty (80) hours, the employee will be required to cash in and/or use the total hours in excess of the balance cap in that year.

Excess compensatory time that is cashed in will be paid at the beginning of the fiscal year and may be deposited into a deferred compensation plan (457 Plan) administered by the Town or Town's vendor, or be paid by separate check directly to the employee. The employee must identify the number of hours they intend to cash in and the method they wish to receive payment no later than March 1 of the calendar year, to allow the Town sufficient opportunity to budget for the cash out.

The compensatory cap and burn down requirement excludes any compensatory hours earned by the current School Resource Officer (as assigned as of July 1, 2017) in conjunction with School Resource Officer duties only. Upon separation of employment or reassignment, the cap and burn down exclusion for compensatory time earned in conjunction with School Resource Officer duties will be eliminated.

Section 6. When an Officer is called in to perform work at a time other than that for which he/she had previously been scheduled, he/she shall receive not less than four (4) hours of straight-time pay for the work so performed, which shall count towards the forty (40) hour requirement for overtime pay. The four-hour minimum provision shall not apply to Officers who are held over after completing their regularly scheduled shift. Officers who are held over after completing their scheduled shift shall be paid

for the actual amount of time worked, in one quarter (1/4) hour increments, even if this actual time worked is less than four (4) hours.

Section 7. Overtime payment for the Detectives shall be based upon the pay scales for these positions and not upon any of the Police Officer's pay scales.

Section 8. The Town agrees that full-time Police Officers and Supervisors shall have preference to all special duties or assignments which come under the Town's jurisdiction and/or where police guidance, surveillance or presence is required.

Officers who work on any outside function will be paid a flat rate of fifty dollars (\$50.00) per hour with a guaranteed minimum of not less than four (4) hours for each assignment, with the Town billing the outside agency requesting the special assignment at an appropriate rate that will permit the Town to recover its actual costs.

Officers who work on any outside function sponsored or required by the Town of Kittery, Kittery School Department, it's students, other Town of Kittery departments (e.g., Highway, Sewer, etc.), shall be guaranteed a minimum of three (3) hours at the Officer's appropriate overtime rate. The Town shall bill the agency requesting the special assignment, if appropriate, and at an appropriate rate that will permit the Town to recover its actual costs.

The following procedure shall be followed in the assignment of Police Officers and Supervisors to all special duties:

- A. A "Call Out List" shall be established which shall list all Police Officers and Supervisors in rank order of their overall Union seniority.
- B. As a special duty or outside detail is filled by an eligible Police Officer or supervisor from the call out list, the person on the call out list immediately below that Police Officer or supervisor shall be "next," or the first person to be offered the next available special duty or outside detail.
- C. This procedure shall be continuously followed, in rotational order, from the person with the most seniority, to the person with the least seniority and then beginning over again with the person with the most seniority.
- D. In instances where the special duty or outside detail is known to be of a long-term duration of more than one (1) day, or where police presence will be required for more than ten (10) continuous hours, the Town shall equitably divide the total hours into two or more "shifts." The person who is "next" on the call out list shall then be offered the opportunity to pick one (1) shift of the person's choice, after which the person having one step less seniority shall have the opportunity to pick one (1) shift of the person's choice, etc., until all available shifts and days have been filled.
- E. In order not to unduly delay the assignment of Officers to special duties or outside details, call outs according to the above procedure shall be done on the days and hours directed by the Chief of Police or designee. If an eligible Officer or supervisor cannot be reached when the call out is done, no special efforts will be made to locate that person and that person shall forfeit the opportunity to that particular shift or detail.

ARTICLE 4 - CLOTHING ALLOWANCE

The Town agrees that all Officers covered by this Agreement shall be completely outfitted, at no cost to the Officer, with all uniforms and other equipment deemed necessary for the regular performance of the Officer's duties.

After being completely outfitted, a fiscal year clothing allowance, which includes approved footwear of seven hundred dollars (\$700), shall be credited to each Police Officer's account maintained by the Town. If there is any money left over at the end of the fiscal year, the Officer will be paid out the remainder in a separate check from the Officer's weekly payroll check. The annual allowance will not be carried over into the following fiscal year. The Town will replace uniform or equipment items if damaged in the line of duty. This excludes items damaged through normal wear and tear, and damage to items at their effective end of useful life at the time of damage.

The Town shall be responsible for the initial purchase of ballistic vests for all unit members, and shall be responsible for the regular replacement of the ballistic vests. Replacement shall be made according to the recommendation of the manufacturer of the ballistic vest. Once so issued, the vests shall be worn by all uniformed Officers while on duty unless excused by the Chief of Police.

ARTICLE 5 - DEFECTIVE EQUIPMENT

The Employer shall not require Officers to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement when Officers refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other Officers until the complaint has been adjusted or corrected.

ARTICLE 6 - STRIKES AND LOCKOUTS

All disputes between the parties shall be settled in accordance with the Grievance Procedure set forth in this Agreement and there shall be no strikes, slowdowns or cessation of work by the Officers, or lockouts by the Employer during the term of this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute which may arise under the interpretation or application of this Agreement. Any grievance arising between the Town and the Union or an Officer represented by the Union, shall be settled in the following manner:

Step 1. The aggrieved Officer(s) must present the grievance to the Steward or the Alternate within five (5) business days after knowledge of the grievance or the reason for the grievance has occurred, except a sixty (60) day time limit shall apply in case of violation of salary schedule and longevity provisions. The Steward or the Alternate shall take up the grievance with the Chief of Police or designee within the same five (5) business days. If the Steward and the Department have not resolved the grievance within five (5) business days after the meeting between the grievant, Steward and the Department Head, the Steward shall submit such grievance in writing to the Union Business Representative.

Step 2. The Union Business Representative shall then take the matter up with the Town Manager, or designee within ten (10) business days after such meeting, fifteen (15) business days if economic issues are involved. The Town Manager shall render a decision

of the grievance within the same time frame.

Step 3. If at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right, within five (5) business days after the Town Manager has issued a decision, to file a request with the Maine Labor Relations Board or mutually agreed arbitrator for arbitration of the grievance. The Shop Steward shall notify the Town Manager within five (5) business days of the decision to contact the Maine State Labor Relations Board or that the grievance has been withdrawn.

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

Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Town and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

Section 2.

- A. The time limit for the processing of the grievances may be extended by written consent of both parties. The Arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. Nothing contained herein, however, shall be construed to limit the authority of the Arbitrator, in the Arbitrator's own judgment, to sustain, reverse, or modify any alleged unjust discharge that may reach this stage of the Grievance Procedure.
- B. Any mutual agreement as to the disposition of a grievance at the first and second steps shall be in writing and shall be signed by the Town and the grievant and/or the grievant's representative. One (1) copy shall be retained by the Town and one (1) copy by the Union.

ARTICLE 8 - DISCIPLINARY PROCEDURES

All suspensions, demotions and discharges shall be for just cause (including but not limited to violations of any rules adopted as provided above) and written notice of the reasons for suspension, demotion or discharge shall be stated in writing, to the Officer affected, immediately upon suspension, demotion or discharge.

All warning notices given to an Officer are to be placed in the Officer's personnel folder for a period of six (6) months. The Town agrees to abide by the principles of progressive discipline. However, the Union agrees that there may be instances which may warrant taking other disciplinary actions which may not follow the progressive discipline steps.

ARTICLE 9 - SENIORITY

Section 1. A seniority list shall be established naming all the Officers covered by this Agreement, with the Officer with the greatest seniority (years of service) listed first. Seniority shall be based upon the Officer's last date of hire. Seniority, for the purpose of this Agreement, shall be interpreted to mean length

of continuous service only, shall be a major factor in all matters affecting layoff, recall and vacation preference, provided all other qualifications are equal.

Section 2.

- A. In the event it becomes necessary for the Town to lay off Officers for any reason, Officers shall be laid off in the inverse order of their seniority. All affected Officers shall receive a two (2) calendar week advance notice of layoff and the Town shall meet with the affected Officers prior to the actual occurrence of layoff. Officers shall be recalled from layoff according to their seniority. No new Officers shall be hired until all Officers on layoff status have been afforded recall notices.
- B. For a period of two (2) years after layoff, Officers shall be recalled from layoff according to seniority by certified mail, to the last known Officer's address. It is the responsibility of laid off Officers to furnish any change of address to the Employer for recall notices.

Section 3. The seniority list shall be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Department bulletin board. Corrections to the seniority list shall be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list shall be deemed correct. An updated list shall be made each year on January 1. A copy of the list shall be sent to the Local Union No. 340 by the Steward.

Section 4. An Officer's seniority shall terminate:

- A. If the Officer quits, retires or is justifiably discharged.
- B. If, following a layoff, the Officer fails or refuses to notify the Employer of the Officer's intention to return to work within seven (7) calendar days after a written notice of recall is sent by certified mail to the Officer's last address on record with the Employer; unless, however, the Officer has previously informed the Chief of Police or designated representative in writing that he/she will be on vacation and will not be able to be reached at a specific location, in which case he/she shall not be subject to recall until he/she has notified the Chief of Police or designated representative of an address at which he/she can be reached (during such time, Officers with less seniority may be recalled to work pursuant to Sections 2[A] and 2[B] of this Article); or, having notified the Employer of the Officer's intent to return to work, fails to do so within thirty (30) calendar days after such notice is sent.
- C. If the Officer accepts full-time employment elsewhere while on a leave of absence, unless the Officer has prior written approval for such employment from the Chief of Police, or does not return to work immediately following the expiration of a leave of absence, unless in the latter case, the Officer presents evidence satisfactory to the Town Manager that it was impossible to return to work at the expiration of said leave.
- D. When he/she has been laid off for a continuous period of time in excess of twenty-four (24) consecutive months.

ARTICLE 10 - DISCHARGE OR SUSPENSION

Section 1. The Employer retains the right to discharge or suspend any Officer for just cause. In all cases involving the discharge or suspension of any Officer, the Town must immediately notify the Officer in writing of his or her discharge or suspension and the reason therefor. Such notice shall also be given to the Steward within forty-eight (48) hours from the effective date of the discharge or suspension.

Section 2. In respect to discharge or suspension, the Town shall give at least one (1) warning notice of the specific complaint against the Officer in writing and a copy of the same to the Union and the Steward, except that no warning notice need be given to an Officer before discharge if the cause of such discharge is dishonesty, drunkenness or drinking and/or the use of non-prescribed drugs while on duty, conduct unbecoming an Officer, or insubordination. The warning notice as herein provided shall not remain in effect for a period of more than six (6) months from the date of the occurrence upon which the complaint and warning notice are based.

Section 3. Any Officer discharged shall be paid in full for all wages owed him by the Town, including earned vacation pay, if any, within five (5) working days from the date of the discharge.

Section 4. A discharged or suspended Officer must advise the Town Manager and the Union in writing, within five (5) working days after receiving notification of such action against the Officer of the Officer's desire to appeal the discharge or suspension. In such event, such grievance shall then be handled in accordance with the grievance procedure set forth in the Agreement, starting with Step 2.

Section 5. It is understood and agreed that when an Officer files a grievance with respect to his or her suspension, or discharge, the act of filing such grievance shall constitute his or her authorization to the Town to reveal to the participants in the Grievance Procedure any and all information available to the Town concerning the alleged offense.

ARTICLE 11 - WAGES

Section 1. On the first payroll period beginning on or after July 1, 2017, the following base hourly rate (2.0% increase) shall become effective, and shall be adjusted annually as outlined in this Article.

Police Officer:

	0-1 Year	1-2 Years	2-3 Years	3 Years +
Hourly	\$21.35	\$23.45	\$23.85	\$26.30
Weekly	\$853.94	\$937.99	\$953.90	\$1,051.82

On the first payroll period beginning on or after July 1, 2018, the following base hourly rate (2.25% increase) shall become effective, and shall be adjusted annually as outlined in this Article.

Police Officer:

	01-Year	1-2 Years	2-3 Years	3 Years +
Hourly	\$21.83	\$23.98	\$24.38	\$26.89
Weekly	\$873.16	\$959.10	\$975.37	\$1,075.49

On the first payroll period beginning on or after July 1, 2019, the following base hourly rate (2.25% increase) shall become effective and shall be adjusted annually as outlined in this Article.

Police Officer:

	01-Year	1-2 Years	2-3 Years	3 Years +
Hourly	\$22.32	\$24.52	\$24.93	\$27.49
Weekly	\$892.80	\$980.68	\$997.31	\$1,099.69

The salaries listed above are base salaries that do not include longevity. To compute longevity, refer to ARTICLE 11, SECTION 2A and 2B.

The Detectives shall be paid six (6%) percent above top patrol Officers' rate of pay.

The Police Chief, with the approval of the Town Manager, may start new Officers at any step of the pay scale. Those Officers shall continue to receive step increases from the pay step in which they were hired.

Wages shall be retroactive for unit members employed at the signing of the contract.

Section 2.

- A. Longevity pay shall be computed at the schedule agreed to by the Union and the Town.
 - 1. Two (2%) percent after four (4) years of service.
 - 2. Four (4%) percent after eight (8) years of service.
 - 3. Six (6%) percent after twelve (12) years of service.
 - 4. Eight (8%) percent after sixteen (16) years of service.
 - 5. Eleven (11%) percent after twenty (20) years of service.
 - 6. Thirteen (13%) percent after twenty-four (24) years of service.
 - 7. Fourteen (14%) percent after twenty-six (26) years of service.
- B. After completing four years of continuous service, an Officer's longevity payment is computed annually on the Officer's anniversary date, and the computation is based upon the Officer's annual base salary for the fourth year, and then for each succeeding year. If an Officer receives a 5% increase in base salary after the Officer's fourth anniversary date, longevity would be recomputed using the Officer's new annual base salary.

The best method of explaining this is via an example of the computation using the following values:

\$10,000 - Officer's base salary on fourth anniversary.

\$500 = 5% salary increase received 4 months after anniversary date.

2% - Longevity payment/incentive.

COMPUTATION

$\$10,000 \times 1.02 = \$10,200$ (new gross salary, annual base plus longevity) on anniversary date.

$\$200 =$ Longevity increase.

$\$10,200 + \$500 = \$10,700$ (new gross pay after 5% salary increase)

$\$10,700 - \$200 = \$10,500$ (new base salary)

\$10,500 x 1.02 = \$10,710 (new gross salary, annual base plus longevity increase)

\$210 = New Longevity payment.

This computation would be performed annually if the Officer received any adjustment to the Officer's annual base pay. The key term is annual; the computation is performed each year based upon that year's annual salary.

Section 3. Officers working the evening shift shall be paid a shift differential of fifty cents (50¢) per hour. Officers working the midnight shift shall be paid a shift differential of seventy-five cents (75¢) per hour. An Officer assigned to the role of Evidence Technician will receive a differential of twenty-five (25¢) per hour. Officers will receive the associated shift differential if they work the corresponding shift, whether regularly assigned or filling in on the shift.

Section 4. Officers with an Associate's Degree or three years of active service military duty shall be paid a stipend of fifteen cents (15¢) per hour. Officers with a Bachelor's Degree shall be paid a stipend of twenty-five cents (25¢) per hour.

Section 5. Lateral Transfer

Officers that have prior experience and the required certifications in a similar position may be granted a lateral transfer upon the request of the Chief of Police with the approval of the Town Manager. The maximum number years of service that may be applied to pay scale, longevity, and vacation is capped at eight years.

Section 6. Direct Deposit

During the effective period of this Agreement, the annual salaries of Officers shall be paid weekly on Thursday through mandatory direct deposit to an approved financial institution.

Section 7. Physical Fitness Incentive

Officers covered by this Agreement are encouraged to maintain a level of physical fitness appropriate for the demands of police work.

The Town will conduct an annual voluntary physical fitness test in April of each year, in accordance with the department Standard Operation Procedures. The test and requirements to pass will be identical to the physical fitness test required for entry into the Maine Criminal Justice Academy's Basic Law Enforcement Training Program, at the 40th percentile by age and gender. Officers will be allowed to test on-duty if manpower allows. The Town will not pay overtime for taking the physical fitness test and will not be required to backfill a shift for the purpose of allowing Officers to participate in the physical fitness test.

Should an Officer fail to pass the required standards on the first attempt, the Officer will be allowed to make a second attempt no more than thirty (30) days from the date of the first attempt. Every effort will be made to allow the second attempt to occur on the same day as the first attempt. Should an Officer fail to pass the required standards on the second attempt, the Office will be allowed to make a third attempt no more than thirty (30) days from the date of the second attempt. Should an Officer fail to pass the required standards on the third attempt, the Officer will not be allowed to test again until the following year.

Officers successfully passing all three (3) sections of the annual physical fitness test will receive an incentive bonus of three hundred (\$300) dollars in July following the physical fitness test or no more than thirty (30) days after an Officer passes a second or third attempt. No stipend will be awarded for failed or partially failed physical fitness tests.

Should an Officer be suffering from a temporary disability due to injury or accident on or off the job, the physical fitness test may be postponed for that Officer for a reasonable length of time not to exceed six (6) months from the date of the scheduled initial test, at the request of the Officer. If the Officer does not pass the testing due to injury or accident on or off the job within the calendar year, the Officer will not receive the incentive bonus for that year, regardless of how many attempts the Officer has made to pass the test.

ARTICLE 12 - PROBATIONARY PERIOD

Section 1. After the effective date of this Agreement, all Officers becoming subject to this Agreement shall be probationary Officers for the first twelve (12) months immediately following their successful completion of the course of instruction by the Maine Criminal Justice Academy.

Section 2. The purpose of the probationary period is to provide an opportunity for the Town to determine whether an Officer has the abilities and the attributes that will qualify him/her or her for regular Officer status; provided, however, that Officers hired prior to the effective date of this Agreement shall be subject to the probationary period set forth in the prior Agreement between the parties. During this probationary period, an Officer may be laid off or terminated based upon the sole discretion of the Town and without regard to his or her length of service.

Section 3. If an Officer is hired who has already completed the course of instruction by the Maine Criminal Justice Academy, or who is granted a waiver by the Academy, shall serve at the discretion of the police chief a probationary period of no less than six (6) months but no more than twelve (12) months with the Town.

Section 4. All Officers retained after said probationary period shall be placed on the seniority list as regular Officers.

ARTICLE 13 - RETIREMENT

Section 1. Police Officers before June 30, 1987 or after July 1 2007 shall be entitled to Maine Public Employees Retirement System benefits in accordance with 5 MRSA 18453 § 2, of one-half (1/2) average final compensation, after having completed twenty (20) years of police service, regardless of age.

Section 2. Police Officers hired between July 1, 1987 and July 1, 2007 shall convert their current Maine Public Employees Retirement System benefits in plan to the Maine State Retirement System benefits in accordance with 5 MRSA 18453 § 2 of one-half (1/2) average final compensation, after having completed twenty (20) years of police service, regardless of age.

Section 3. Police Officers covered by either of the above retirement plans (Section 1 or Section 2) shall be entitled to an additional retirement benefit of two (2%) percent of average final compensation for each year of membership service in the qualifying employment (police service) served after completion of the service conditions under 5 MRSA 18453 § 11 and after the effective date of the action by the Town of Kittery accepting this additional benefit.

Section 4. Any Officer with time rendered to another employer contributing to the Maine Public Employees Retirement System may have the Officer's service to the other employer credited to the Town of Kittery Police Retirement Plan, provided that such time rendered to another employer qualifies under 5 MRSA 18459. (Prior time rendered to another employee must have been under a retirement plan that was substantially similar or equal in order for this interchangeability to occur.)

Section 5. Officers actively participating in MainePERS may participate, on a voluntary basis, in the ICMA Retirement Plan as provided in the Kittery Administrative Code, Chapter 2.3.17.15. There is an employee match for voluntary participation in the ICMA Retirement Plan.

Section 6. Effective July 1, 2001, the Town agreed to expand the coverage of the ICMA- RC 457 plan currently in effect. This plan is available for current Officers who are not enrolled in the Maine Public Employees Retirement System and any newly hired Officer who wishes to enroll in the ICMA plan instead of the MainePERS plan. The Town will match the Officer's contribution into the 457 plan, up to a maximum Town contribution of six percent (6%). The Town will make a contribution to either MainePERS or the ICMA plan, but not both.

ARTICLE 14 - UNION SECURITY

Membership in the Union is not compulsory. Officers have the right to join, not to join, maintain or drop their membership in the Local Union as they see fit.

Neither party shall exert any pressure on, or discriminate against, any Officer in regard to such matters. Accordingly, it is fair that each Officer in the unit pays the Officer's own way and assumes the Officer's fair share of the obligations along with the grant of equal benefits contained in this Agreement. In this regard, thirty (30) days after the date of hire or effective date of this agreement, whichever is later, employees will elect to accept provisions of either Section 1 or Section 2 below. The obligation to pay such amounts will begin within thirty (30) days of hire or thirty (30) days of the effective date of this Agreement, whichever is later.

1. All Officers who are members of the Union as of the date of this Agreement, and all Officers who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement.
2. Any present or future Officer who is not a member and does not want to be a member shall pay fair share fees as a contribution towards the administration of the Agreement in the amount equal to eighty (80%) percent of the current dues for the duration of this Agreement.

ARTICLE 15 - CHECK-OFF

Section 1. The Town shall deduct regular monthly dues (on a weekly basis) upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Union as to the amount for dues. The Town shall forward all such dues collected to the Secretary-Treasurer of the Union by the 10th of the following month in which deductions were made. The Town will also deduct regular monthly fair share fees from non-members upon receipt of a certified statement from the Secretary-Treasurer of the Union as to the amount of such fees.

Section 2. The Union shall indemnify and save the Town harmless from any liability that may arise out of the Town's reliance upon any payroll deduction authorization cards presented to the Town by

the Union. Such indemnification shall apply to damages that are sustained as a result of procedural errors or due to reason of mistake of fact that was in the control of or the responsibility of the Union.

ARTICLE 16 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

The parties hereto recognize and agree that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, and supervise the operations and personnel of the Police Department shall be vested in the Employer, in a full and unrestricted manner, as provided by the laws of the State of Maine and the Town of Kittery.

ARTICLE 17 - MAINTENANCE OF STANDARDS

Section 1. (Protection of Conditions) The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement, unless specifically agreed to by both parties.

Section 2. (Extra Contract Agreements) The Employer agrees not to enter into any agreement or contract with its Officers, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 3. (Workweek Reduction) It is understood and agreed that, should it subsequently be determined that any Officer comes under the provisions of the Fair Labor Standards Act or any similar legislation, then as to such Officers, any provisions of this Agreement that do not comply with the requirements of said statutes are to be changed so that there is no violation of the statutes. If such changes result in substantial penalties to either the Officers or the Employer, a written notice shall be sent by either party requesting negotiations to change such provisions or provision as are affected. Thereafter, the Union and the Employer shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution.

ARTICLE 18 - SUPERVISORY OR RESERVE OFFICER PERSONNEL

An Officer with supervisory authority (or a reserve Officer) shall not perform any work performed by a Patrolman, unless no unit members are available to perform the assignment or in an emergency. Supervisory or reserve personnel would be relieved as soon as possible by an available Officer. Supervisors or a Reserve Officers who fills in on Patrolman shift will take calls for the entire time they are working in the capacity of patrolman.

ARTICLE 19 - UNION ACTIVITIES

Any Officer member of the Union acting in any official capacity whatsoever shall not be discriminated against for his or her acts as such Officer of the Union so long as such acts do not interfere with the conduct of the Employer's business nor shall there be any discrimination against any Officer because of Union membership activities.

ARTICLE 20 - ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working

hours for the purpose of adjusting disputes, and investigating working conditions, provided, however, there is no interruption of the working schedule. Prior notification of the visit shall be given to the Department Head.

ARTICLE 21 - STEWARDS

Section 1. The Town recognizes the right of the Union to designate a Steward or an Alternate. The authority of the Steward or Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities: the investigation and presentation of a grievance in accordance with the provisions of the collective bargaining Agreement.

Section 2. The Steward and the Alternate have no authority to take strike action or any other action interrupting the Town's business. The Employer recognizes these limitations upon the authority of the Steward or Alternate and shall not hold the Union liable for any unauthorized acts, unless it is justifiably proven that the Union instigated, encouraged, or failed to diligently notify its members of the illegality and to counsel its members against the undertaking of said unauthorized acts.

Section 3. The Steward shall be permitted to investigate and present grievances in an orderly and efficient manner on or off the property of the Employer without loss of time or pay. Every effort will be made to schedule mediation, fact finding, investigations and/or negotiations during the union steward's regularly scheduled hours.

ARTICLE 22 - IDENTIFICATION FEES

Should the Employer find it necessary to require Officers to carry or record full personal identification, such requirement shall be complied with by the Officer. The cost of such personal identification shall be borne by the Employer.

ARTICLE 23 - SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE 24 - NON-DISCRIMINATION

It is the policy of the Town not to discriminate against any applicant or employee because of race. religion. color. age. sex. sexual orientation. national origin. ancestry. genetic information or physical or mental disability in the selection, placement. compensation, training and advancement of employees. The Town Manager is the designated person responsible for the enforcement of this non-discrimination policy.

ARTICLE 25 - HOLIDAYS

The following holidays shall be paid holidays for all Officers covered by this Agreement (the change from birthday to day after Thanksgiving will become effective on 1-1-16)

1. New Year's Day
2. Martin Luther King Jr. Day

3. President's Day
4. Patriot's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Day
13. Personal Day
14. Personal Day

Should any Officer of the Town receive holiday pay for any days or portion of a day, in addition to the twelve (12) days prescribed, then the additional holiday pay will apply to all Officers. The above language shall not apply to bonafide additional holidays agreed to in other collective bargaining agreements, but rather when the Town grants additional special paid holiday time off in addition to those found in various contracts with other Town Officers.

This requirement shall not apply if the Employer mistakenly makes said overpayment and corrects/adjusts said overpayment in a reasonable period of time.

If an observed holiday occurs during the work week in which an Officer is actually on scheduled vacation, the Officer will not be charged with a vacation day for the observed holiday; an extra day may be added for the vacation.

ARTICLE 26 - HOLIDAY PAY

In the event an Officer is scheduled for and works any recognized legal holiday as listed in the contract, the Officer shall receive the Officer's regular holiday pay based upon the normal work day often ten (10) hours at the Officer's normal, straight-time rate of pay, plus overtime, at the rate of one and one-half (1 ½) times the Officer's normal straight-time rate of pay. Any Officer not working the recognized legal holiday shall receive normal straight-time rate of pay for said day based upon the normal working day of ten (10) hours, provided the Officer shall be on paid status the day preceding and following said holiday.

An Officer may elect to take another day off with pay in lieu of receiving additional holiday pay, at a mutually agreed time, provided that the Employer may impose reasonable limitations upon any such election arising out of manpower and work load requirements of the Town and the availability of qualified replacement personnel.

For employees hired on or after July 1, 2017, payment for holidays will be issued following the close of the pay period in which the holiday hours are earned.

ARTICLE 27 - COURT TIME

Any Officer covered by this Agreement who is required to attend court outside the Officer's regular work shift shall receive a minimum of four (4) hours of pay for such appearance at District Court and four (4) hours of pay for such appearance at court outside the Town of Kittery at one and one-half (1 ½) the Officer's applicable hourly rate of pay for each such attendance. No court time shall be allowed to any such Officer who has not checked with the Dispatcher, Court Officer or the posted court trial list

between the hours of 9:00 a.m. and 10:00 a.m. (0900- 1000 hours) on a scheduled court date to find out if the Officer's presence will be required.

If the Officer is required to remain in attendance at such court for more than the minimum call in time, the Officer shall be paid at time and one-half (1 1/2) the Officer's applicable hourly rate of pay for all hours of that attendance.

If such court attendance occurs during an Officer's vacation, the minimum shall be four (4) hours; provided, however, that any and all fees, compensation or allowances to which any Officer is or would be entitled for such court appearance as provided for by Statute or Court Order, shall be turned over to and paid to the Town and not retained by the Officer.

Any and all fees, compensation, or allowances to which any Officer is or would be entitled for such court time appearances, as provided for by the statute or court order, shall be turned over and paid to the Town of Kittery and not retained by the Officer.

ARTICLE 28 - INSURANCE

Section 1. The Town shall contribute to the Northern New England Benefit Trust Health and Welfare Fund ("NNEBT") eighty-five (85%) percent of the total premium for family, two person or single coverage per month, payable at the office of NNEBT monthly on the tenth day of the month prior to the month in which due. The Officers shall contribute the remaining fifteen (15%) percent each month through weekly payroll deductions. The above listed Town contribution represents the Town's maximum percentage payment. The Town is responsible for remitting the employer and Officer shares of the premium on a monthly basis to the Trust.

For Officers hired on or after 7-1-15, the Town shall contribute to the Northern New England Benefit Trust Health and Welfare Fund ("NNEBT") eighty (80%) percent of the total premium for family, two person or single coverage per month, payable at the office of NNEBT monthly on the tenth day of the month prior to the month in which due. The Officers shall contribute the remaining twenty (20%) percent each month through weekly payroll deductions. The above listed Town contribution represents the Town's maximum percentage payment. The Town is responsible for remitting the employer and Officer shares of the premium on a monthly basis to the Trust.

The liability of the Town shall not exceed the above amounts together with any and all delinquency and interest charges.

The Town agrees that its Agreement hereunder shall constitute an obligation for the sums herein provided directly to NNEBT, and further that the Town will be bound by the terms and provisions of the Trust Indenture of NNEBT and any and all amendments thereto, as well as applicable rules and regulations from time to time promulgated by the Trustees thereto.

The Town is not responsible for the administration of the Plan and is held harmless for any claims made against Northern New England Benefit Trust.

Section 2. The Town will provide comparable disability, life and accidental death and dismemberment insurance, as was in place during the last contract period for all Officers covered by this Agreement at no cost to the Officer.

Section 3. Officers who are covered by this Agreement and who are injured on duty (or off duty while performing a police function) shall be provided Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share plus the Officer's share of Maine Public Employees

Retirement and all health, disability and dental insurance for as long as the employee remains out of work due to the injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS, health, disability and dental insurance shall be prorated. Officers may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wages in order to make themselves whole. This includes any waiting period that may exist under the workers' compensation statute.

Section 4. Both parties recognize that the Employer bears a considerable cost for the provision of adequate fleet, property and liability insurance coverage and that all Officers have an obligation to treat the Department's equipment with respect and to use/operate it safely.

It is understood and agreed that an Officer may be required to reimburse all or part of the damage or repair costs, up to \$100.00, either by monetary payment or by an equivalent deduction from accrued vacation leave. Any reimbursement shall be conditional upon the gross negligence of the Officer involved, as determined by the Safety Committee, the Chief of Police, and the Town Manager for the following offenses:

- A. Accidents involving Town-owned vehicles.
- B. Careless operation of Town vehicles.
- C. Careless use of and/or damage to Town equipment, materials, or property that may necessitate the repairing thereof.
- D. Property damage, either public or private.

In all individual situations listed above, the Town Manager shall make the final decision with regard to the Town's position on reimbursement.

Section 5. Nothing in this contract shall prohibit the Chief of Police from requiring a member of this unit to submit to a physical or psychological exam (including drug and alcohol testing) if there is sufficient evidence that an Officer is not mentally or physically fit to perform the Officer's duties. This language shall not apply to bonafide workers' compensation cases, as they are handled by separate statutes.

It is agreed that the request for above examinations shall only be done by the Chief of Police, and examinations performed by specialists in the various fields of examination. Information provided by the Doctor shall be confidential in nature and not provided to other members of the department, or other town Officers. The cost for exams shall be paid for by the Town.

If the Officer does not agree with the outcome of said examination, the Officer may, at the Officer's expense, obtain a second opinion. If indeed the two examinations conflict, the two doctors shall mutually agree upon a third, who in turn shall render the final decision. The cost for the third doctor shall be split between the Officer and the Town.

Section 6. The Town agrees to provide the Officers with the opportunity to participate in a Flexible Spending Account (FSA) under Section 125 of the IRS rules, which will include the Officer-paid portion of the qualified insurance programs. The Town will contract with a professional firm to provide the administration for the FSA. Officers may choose to enroll in the debit card program, however, Officers will be responsible for the debit card's annual fee.

Section 7. The Town will pay the monthly health insurance premium for the single person level of coverage for any unit member who retires from the Town of Kittery having worked for the Town of Kittery for a minimum of fifteen (15) years and having met the years of service requirement contained in the MainePERS policy currently in effect for that particular Officer. Should the retiree choose to elevate the health insurance coverage level to a two-person coverage plan or family coverage plan, the retiree will be responsible for any additional premiums owed to the insurance provider. The additional payments shall be made to the Town on a monthly basis. The Town will forward all required payments to the insurance carrier on behalf of the retiree. Upon reaching the age of eligibility for Medicare, the Officer's health insurance plan will be converted to the Medex 2 supplement plan through Northern New England Benefit Trust (NNEBT), or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2 supplement plan through Northern New England Benefit Trust (NNEBT), or a comparable plan. In the event that it becomes necessary to change insurance providers, the Town will ensure that there is no lapse of coverage of the retiree, and that the new coverage level will be comparable to the existing level of coverage. Any additional premiums required for spousal conversion to a companion plan are the responsibility of the retiree.

The fifteen year minimum service requirement applies only to Officers hired after May 1, 2004.

ARTICLE 29 - SOCIAL SECURITY

The Town agrees to pay its required Social Security premiums in accordance with provisions of the Agreement between State Agency and Political Subdivision of the State of Maine for the purpose of extending Social Security benefits to the Officers of such Political Subdivision and its subsequent amendments, which Agreement was entered into between the Maine State Retirement System and the Town in 1952.

ARTICLE 30 - BULLETIN BOARDS

The Town agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 31- SEPARATION OF EMPLOYMENT

Upon separation of employment and prior to retirement the Employer shall pay the Officer full face value of all accrued vacation, holiday and compensation time on the pay day in the week following such separation.

ARTICLE 32 - RESERVE SERVICE LEAVE

Section 1. Leaves of absence shall be granted to Officers who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their training obligations and/or responding to any civil disorder. Written notification for leaves of absence for such purposes must be made to the Chief of Police as soon as possible after the Officer's receipt of orders.

Section 2. If an Officer is granted a leave of absence for the purposes herein set forth and if the Officer's daily rate of compensation for such government service, less deductions for FICA, State and Federal taxes, and insurance and retirement coverage, if applicable, is less than the rate that he/she would have earned had he/she been providing services to the Employer less deductions for FICA, State and Federal taxes, and insurance and retirement coverage, then the Town shall pay the Officer the difference

between the pay rates.

Section 3. The Officer utilizing reserve leave shall furnish the Town with an official statement of reserve service pay received and reserve service time served.

Section 4. For the purposes of this section, the phrase "daily rate of compensation" shall be defined as the Officer's normal, daily, straight-time rate of pay, and shall not include overtime or call-in time.

ARTICLE 33 - MILITARY LEAVE

The Town agrees to provide all benefits as required by the Selective Service and Training Act and any other applicable laws then in effect.

ARTICLE 34 - LEAVE WITHOUT PAY

An administrative or special leave may be granted to an Officer, when approved by the Town Manager, for the purpose of settling the estate of a member of the immediate family, for educational purposes when such education will foster the systematic improvement of the knowledge and/or skills required in the performance of the Officer's work, for illness or injury when such leave extends beyond the Officer's earned sick leave days and for other reasons that may be beneficial to the Officer and to the Town.

All such leaves shall be without pay, shall not disrupt the normal operation of the Department, and shall be specific as to their duration, with sixty (60) days being the maximum duration.

The Officer is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the Town Manager prior to its expiration. Failure on the Officer's part to return to work upon the expiration of an approved leave, without having made prior arrangements for an extension of said leave, shall be deemed a resignation from Town Employment.

Leaves of absence shall be requested in writing by the Officer and approved by the Town Manager on such terms and conditions as are agreeable to the parties.

ARTICLE 35 - BEREAVEMENT LEAVE

An Officer shall be excused from work for up to five (5) days because of death in the Officer's immediate family as defined below, and shall be paid his or her regular base rate of pay for the scheduled hours missed. Not more than ten (10) hours per day shall be paid under this Article. It is intended that this time be used for the purpose of handling necessary arrangements and attendance at the funeral.

Immediate family is defined to mean spouse, domestic partner, parents, step-parents, children, step-children, brother, sister, mother-in-law and father-in-law.

Up to three days of leave may be granted for the death of other relatives upon approval of the Chief of Police.

ARTICLE 36 - SICK LEAVE

Section 1.

- A. Sick leave shall be accumulated at the rate of one day per month to a maximum of one hundred and fifty (150) days; said accumulation could be applied to Retirement, as is permitted by the Maine State Retirement. The remaining days will be given as early retirement. At the end of the year (December 31) all sick leave over one hundred and fifty (150) days will be given back and the Town will pay fifty (50%) percent of the face value at the person's normal rate of pay for the days that were given back. For Officers hired after July 1, 2015, there will be no sick leave buy back.
- B. Officers who retire or resign from the Town and who have accrued vacation and sick leave time to their credit at the time of retirement or resignation shall be paid the wages equivalent to the accrued vacation and sick leave. Officers will be eligible for wages paid for accrued sick leave upon resignation and retirement in good standing only. "In good standing" shall mean that the Officer's resignation or retirement is not forced by pending criminal charges or does not occur after a notice of discharge has been issued. Nothing in this article may prevent the parties from negotiating such sick leave payments as part of the terms of a constructive discharge.

Section 2. In order to qualify for sick leave payments, the Officer should notify the Chief of Police or designated representative not later than two (2) hours before the Officer's normal starting time on the first day of absence, unless the circumstances surrounding the absence make such notification impossible, in which case said notification must be made as soon thereafter as possible. In addition to the above, an Officer, if absent two or more consecutive days must notify the Department at least two (2) hours prior to the beginning of the shift on which he/she intends to return.

Section 3. Qualified Officers shall be eligible for paid sick leave from and to the extent of their unused, accumulated, paid sick leave credits in the following situations:

- A. When it is established to the Employer's satisfaction that the Officer is incapacitated and cannot safely perform the Officer's duties due to sickness, pregnancy or injury.
- B. When it is established that, due to exposure to contagious disease, the health of others would be affected by attendance at work. A physician's statement recommending absence from work shall be required.
- C. When it is established that an illness exists in the immediate family of the Officer, and then for such periods as the attendance of the Officer is necessary. The term "immediate family" is defined as meaning spouse, children, parents, domestic partner and other relatives living in the Officer's household.

Officers will be allowed to utilize up to forty (40) hours of sick time to care for their spouse, parents or children who are not domiciled with the Officer.

Section 4. If the Officer is absent for more than three (3) consecutive days, the Employer may require medical proof for said sick leave, in which case the involved Officer shall be required to provide a written statement from a medical doctor certifying the necessity for said absence. At the request of the Employer, an Officer, before returning to work, shall submit a written statement from the Officer's physician that certifies the Officer's ability to return to work and to perform the required functions of the Officer's job. Should the Employer require a medical statement, the Employer shall pay the portion of the cost for the visit which is not covered by medical insurance.

Section 5. Whenever sick leave payments are made under this Article, the amount of such payments/hours shall be deducted from the Officer's unused accumulated sick leave.

Section 6. In the event an Officer is temporarily disabled to the extent that he/she is unable to perform all the duties and functions normally required of him, the Chief of Police, in the Chief's judgment, may approve the Officer's return to work on a limited duty basis. It is understood and agreed that the Chief of Police has the sole and complete discretion and authority to determine the number of Officers who may be allowed to work on a limited duty basis, if any, and the duration thereof.

Section 7. Falsification of evidence to substantiate sick leave shall be cause for disciplinary action.

Section 8. In the event of the death of an Officer, the Town shall pay to the employee one hundred percent (100%) of the Officer's accumulated sick leave. For Officers hired after July 1, 2015, there will be no sick leave buy out.

ARTICLE 37 -VACATIONS

Section 1.

- A. The vacation calendar for all Officers covered under this contract shall be from January 1st to December 31st. A maximum of ten (10) days may be saved or, beginning January 1, 2016, cashed out from one year to the next.

Section 2. Entitlement to vacations under this article will be determined as of the Officer's anniversary date of each year.

- A. Officers will receive forty (40) hours of vacation upon completion of six (6) months of continuous service, and an additional forty (40) hours of vacation upon completion of one (1) year of continuous service.
- B. Officers hired before July 1, 2017 who have completed more than one (1) year of currently continuous service, but less than five (5) years will receive ten (10) days of annual vacation leave. Officers hired on or after July 1, 2017 will receive eighty (80) hours of annual vacation leave.
- C. Officers hired before July 1, 2017 who have completed five (5) years of currently continuous service, but less than ten (10) years will receive fifteen (15) days of annual vacation leave. Officers hired on or after July 1, 2017 will receive one hundred twenty (120) hours of annual vacation leave.
- D. Officers hired before July 1, 2017 who have completed ten (10) years of currently continuous service, but less than twenty (20) years will receive twenty (20) days of annual vacation leave. Officers hired on or after July 1, 2017 will receive one hundred sixty (160) hours of annual vacation leave.
- E. Officers hired before July 1, 2017 who have completed twenty (20) years of currently continuous service will receive twenty-five (25) days of annual vacation leave. Officers hired on or after July 1, 2017 will receive two hundred (200) hours of annual vacation leave.

Section 3. In the event that an Officer covered hereby dies during the term of this Agreement, the accrued vacation credits, if any, shall be paid in the wages equivalent to the Officer.

Section 4. In the event of dismissal of an Officer for cause or if an Officer voluntarily leaves, or retires from employment, said Officer shall be entitled to vacation pay for all unused vacation earned.

Section 5.

- A. A day of vacation pay as provided for in Sections A, B, C, D, and E shall equal ten (10) hours of pay at the Officer's straight time rate of pay at the time the Officer takes vacation.
- B. The Employer shall determine the number of Officers who can be assigned for vacation purposes at any one time, provided, however, that any such determination shall be based upon the anticipated manpower and work load requirements of the Town.
- C. A seniority list shall be posted not later than November 15th of each calendar year, and all Officers shall indicate, prior to December 15th of that calendar year, the dates on/during which they desire to take their eligible vacation leave for the upcoming calendar year. In the event that two or more Officers desire the same vacation dates and it is determined by the Chief of Police that both Officers cannot be assigned for vacation purposes at the same time, the Officer having the least amount of seniority shall select alternate dates for vacation. A final vacation list indicating those dates agreed upon shall be prepared by the Chief of Police and posted no later than January 1st of the new calendar year.
- D. In the event an Officer does not select a vacation period prior to December 15th, he/she shall make written request to the Chief of Police before the 15th of the month preceding the month of the requested vacation dates.
- E. If an Officer, due to required court appearances or other emergency situations, is unable to take vacation during the assigned period, the Town shall make every effort to reschedule a vacation period, convenient and agreeable to the Officer and the Town, in the calendar year in which the Officer's vacation period was assigned.

ARTICLE 38 - CALL BACK TIME

An Officer called back to work shall receive a minimum of four (4) hours pay at one and one-half (1 ½) times the normal rate of pay for the work for which they are called back. In the event that the Officer called back works in excess of four (4), said hours will be paid at one and one-half (1 ½) times the normal rate.

ARTICLE 39 - OFFICER RIGHTS

To ensure that any internal investigation of any Officer will be conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established.

- A. As much as possible, the interrogation will be conducted in a reasonable time, taking into consideration the working hours of the Officer and the employer, and the

legitimate interest of the department. The official conducting the investigation shall advise the Officer that an official investigation is being conducted. The investigating Officer shall inform the Officer of the nature of the alleged conduct which is the subject matter of the investigation. Unless circumstances require anonymity, the complainant shall be identified. If it is known that the Officer being interrogated is a witness only, he/she shall be so informed.

- B. The interrogation shall be conducted with the maximum amount of confidentiality possible.
- C. The interrogation of an Officer suspected of violating departmental rules and regulations shall be limited to questions which are directly related to the Officer's involvement in the alleged violation.
- D. The interrogation may not be conducted by more than two (2) interrogators at any one time.
- E. If an Officer is under arrest, or is likely to be, that is, if the Officer is a suspect, or the target of a criminal investigation, the Officer shall be afforded all rights under such circumstances as any other person.
- F. Any Officer being investigated for criminal offenses may have an attorney present at any time during the interrogation. The Officers shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney and/or the Union.
- G. If an Officer under investigation is requested to submit to a polygraph examination, the Officer shall be advised of the questions to be asked prior to the administration of test. No Officer shall be forced to submit to a polygraph examination against the Officer's wishes by fear of penalty.
- H. Any and all investigations shall be conducted without unreasonable delay, and the Officers shall be advised of the final outcome of the investigation within twenty (20) working days of the initiation of the investigation. If for any reason the investigation cannot be concluded within the time limit, the Officer being investigated shall be given an explanation of the delay and, if mutually agreed upon by the Union and the Chief, a time extension may be granted.
- I. I. If results of the investigation against an Officer prove that the charges are unfounded, then it shall be so noted in the final report of the investigation.
- J. The results of a polygraph examination shall be part of the report of the investigation, and may be used by the Police Chief at any and all hearings relating to the matter being investigated.
- K. An Officer shall have the right to a private or a public hearing, if the Officer so desires.
- L. Any Officer suspended for investigative reasons shall receive the Officer's regular weekly base pay.

If a member of the Department is being questioned for the purpose of being a witness only, he/she shall be so informed before the questioning commences. If the investigation implicates a member of the Department who has been questioned as a witness, he/she shall be informed of the change in the nature of the investigation before questioning commences on another occasion. It is understood and agreed, however, that the informing of a member of the Department that he/she is being questioned as a witness only in no way provides immunity for such Officer from disciplinary action that may be taken as a result of information disclosed during the course of the questioning or investigation.

ARTICLE 40 - COMPLAINTS AGAINST POLICE OFFICERS

If an investigation is initiated by information from a citizen, a fellow employee or by the Chief of Police, the Chief shall inform the Officer being investigated, the union steward and the union business agent within five (5) calendar days of receipt of the information that generated the complaint. No investigation will begin without the approval of the Chief of Police.

When a citizen makes a complaint about the actions or conduct of a Police Officer, the following process will be followed: A citizen will inform the Watch Commander or Shift Supervisor that he/she is making a complaint about a Police Officer. An attempt will be made to solve the problem at this level. Should the problem still exist, where the citizen chooses to make a complaint to the Police Chief, the citizen will advise the day Watch Commander or Dispatcher of the request to meet with the Police Chief and the reason for making a formal complaint. If a complaint is verbal, then the Officer's report/reply may also be verbal. If it is a formal complaint, other than one requested by the Town Manager or Police Chief, then the Police Officer need not make a formal written report/reply until after he/she has had an opportunity to see and review the formal complaint and the reason for the investigation.

The first steps in making a complaint to the Chief about a Police Officer will be strictly followed to protect the rights of the Police Officer. Prior to an interview regarding an internal complaint, the Police Officer shall be provided with a copy of all complaints and accusations made, including written statements. The citizen will be required to make a sworn statement and be advised of the consequences of making a false sworn statement and that the Police Officer will receive a copy of all complaints and accusations made.

The citizen who makes the complaint will have to write or type the citizen's own statement. A copy of the statement will be given to the Police Officer at the first opportunity after it is received from the complainant. When the citizen making the complaint meets with the Police Chief, the Police Chief will have the written complaint on the Chief's desk to refer to. The Chief will decide what actions will be taken after the meeting with the complainant and after reviewing the Complainant's statement. Should the Police Chief decide to investigate the complaint or designate an investigator, the Police Officer will be notified immediately in writing from the Chief that the Police Officer is under investigation and who the investigator is and the reason.

As the result of any investigation into the conduct or actions of a Police Officer, a copy of the investigative report will be given to the Police Officer when the investigation is suspended, completed or complaint withdrawn by complainant. The investigation will be completed within thirty (30) calendar days. The Chief of Police will provide the union steward and the Officer with an update on the status of the internal investigation within fifteen (15) calendar days after the internal investigation has begun. If the Chief of Police wishes to extend the investigation beyond thirty (30) calendar days with reasonable cause, he/she shall only do so if the union steward agrees.

The Police Officer may take any appropriate steps or actions regarding the complaint made. The Police Officer has the right to exercise the Officer's constitutional rights regarding the investigation.

Should the Police Officer be suspended from duty pending an investigation, the Police Officer will be suspended with full base pay and benefits pending the outcome of the investigation.

As the result of any investigation into the conduct or actions of a Police Officer, a copy of the investigative report will be given to the Police Officer when the investigation is suspended, completed or complaint withdrawn by complainant.

All juveniles who make complaints against Police Officers will be in the presence of their parent or legal guardian when making a complaint.

The Chief of Police will advise the Police Officer whether it is a criminal or inter-departmental investigation. If it is a criminal investigation, the notice requirements and investigative time frames noted above do not apply.

ARTICLE 41 - AMMUNITION FOR ARMS QUALIFICATION

Officers will qualify in the use of the standard issue weapon or departmentally prescribed weapon as required by the Maine Criminal Justice Academy. The Town will supply six hundred (600) rounds of either pistol or rifle ammunition per year for qualification purposes. Officers may use up to one hundred (100) additional rounds of unused ammunition from other Officers' ammunition allowance. The Town will pay for the annual membership directly to the South Berwick Rod and Gun Club for qualification purposed, upon request of an Officer.

ARTICLE 42 - TRAINING

Section 1. Expenses for out of town training required by the Employer shall be reimbursed to the Officer at actual costs, plus the current mileage reimbursement rate established by the IRS for transportation, unless the employer provides transportation. Mutually agreeable schedule changes may be made to accommodate training.

Section 2. When approved in-service training is scheduled at a time other than during an Officer's regular shift, such Officer shall be compensated for the time necessarily spent at the Officer's applicable rate of pay and shall not include travel time to or from the designated location of said training, either after a regularly scheduled shift or on days that the Officer is not scheduled for work.

Section 3. Officers shall not receive additional payments for extra time spent at approved training schools, seminars and courses.

Section 4. Any Officer who fails to meet any licensing or certification requirements, standards, or other requirements of the State of Maine necessary to meet the normal requirements of the Officer's job shall be placed on a leave of absence without pay, benefits, or seniority for a period not to exceed one (1) year, at which time the Officer shall be terminated if said requirement(s) is not met.

ARTICLE 43 - EDUCATION

The Town will reimburse up to four (4) Officers annually (fiscal year) for up to \$750.00 of the cost of tuition towards professional study at an accredited college or university subject to the following provisions:

- The Officer must notify in writing, the Chief of Police and the Town Manager by March 1st of each year concerning anticipated course work or training
- The coursework or training must be job related (to be determined by the Chief of Police)
- The Officer must have attained a grade of "B" or better to be eligible for reimbursement
- Proof of tuition payment by the Officer must be provided prior to reimbursement

ARTICLE 44 - PERSONNEL FILES

Section 1. Any Officer shall have the right, upon request, to review the contents of the Officer's personnel file, in the presence of the Chief of Police or designee, at any reasonable time. Any Officer shall have the additional right to receive copies of materials placed in the Officer's personnel file.

The Chief of Police shall maintain a written record of the material(s) initially furnished to each Officer, and subsequent copies of the same material shall be furnished to each Officer at the Officer's expense.

Section 2. No written warning notices/reprimands shall be placed in an Officer's personnel file until said Officer has seen said warning notice/reprimand. The Officer shall sign said warning notice/reprimand as an indication that he/she has seen and has read said document.

ARTICLE 45 - JOB DESCRIPTION

No Police Officer shall be required to perform duties outside of the job description.

ARTICLE 46 - PROMOTIONS

All promotions above the rank of Police Officer, with the exception of the position of Chief of Police shall be made from within the Department, provided that there are qualified, in-house candidate available. Eligible Police Officers will have at least three (3) years of service with the Kittery Police Department.

ARTICLE 47 - DAMAGE TO PERSONAL PROPERTY

The Town shall pay the reasonable cost of the repair or replacement of an Officer's acceptable personal items, equipment, clothing, etc., that are lost, damaged, or destroyed in the line of duty. A report of the incident and verification of the value of the property must be submitted for approval to the supervisor.

ARTICLE 48 - ADMINISTRATIVE LEAVE

Officers placed on paid administrative leave will receive the average weekly wage for the fifty-two (52) weeks preceding the effective date of the administrative leave.

ARTICLE 49 - DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2017, and it shall remain in full force and effect until June 30, 2020. It shall be automatically renewed from year to year thereafter unless either

party shall notify the other, in writing, at least one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiation and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time to the termination or automatic renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this _____ day of _____, 2017 to be effective as of July 1, 2017.

Town of Kittery

Teamsters Local Union No. 340
Affiliated with the International
Brotherhood of Teamsters

AGREEMENT BETWEEN
TOWN OF KITTERY, MAINE

and
TEAMSTERS LOCAL UNION NO. 340

Affiliated with the International Brotherhood of Teamsters

for the

KITTERY POLICE DEPARTMENT DISPATCHERS

Effective: July 1, 2017
Expiration: June 30, 2020

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This Agreement is entered into between the TOWN OF KITTERY, MAINE, hereinafter referred to as the "TOWN" or "EMPLOYER" and TEAMSTERS LOCAL UNION NO. 340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, Chapter 9-A MRSA 961 through 974, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the Dispatcher and Lead Dispatcher positions, for the purpose of negotiating salaries, hours and other conditions of employment for all eligible employees within the bargaining unit, as provided in accordance with the Municipal Public Employee Labor Relations Act.

ARTICLE 3 - HOURS OF WORK

The basic work week for the five Dispatchers covered under this contract shall be forty (40) hours within a one-hundred and sixty-eight (168) hour period.

The work schedule for the four Dispatchers shall consist of four (4) consecutive ten (10) hour days with three (3) consecutive days off within a one-hundred and sixty-eight (168) hour period on a three (3) month rotating schedule. There will be four (4) shifts as follows:

Day shifts: 7 AM to 5 PM; 11 AM to 9 PM

Evening shifts: 2 PM to 12 AM; 3 PM to 1 AM; 4 PM to 2 AM

Midnight shifts: 9 PM to 7 AM

Shifts may not be altered by management without two-week notice to the employee affected.

The Department will have one (1) Dispatcher that works five (5) eight (8) hour days. The Dispatcher will fill open shifts during their regularly scheduled day, and otherwise will perform secretarial duties including records management.

There is to be no deviation from the four (4) consecutive ten (10) hour days unless a vacancy occurs and the Town is unable to find a voluntary, eligible replacement from the off-duty call-out list. An eligible employee in this instance shall mean one who is not scheduled to work during any of the hours to be replaced.

The decision as to whether or not a replacement is to be made on a scheduled shift is a decision of the Town. If a decision is made to fill a vacancy, the dispatchers will have first preference of all dispatching work over all other employees.

Dispatchers will pick shifts by seniority. These shifts will be for three (3) months and can only be changed when two parties agree on a swap of their shifts and with the approval of the Chief of Police. The changing of shifts will always occur on the first

Sunday of the month and except for the shifts being three (3) month duration, the scheduling process will be the same as the patrolmen.

Nothing in this section or any other Article or Section of this contract shall prohibit management from having one floating shift (four consecutive ten hours day) that will be used to fill in where additional manpower is needed as determined by the Chief of Police or his/her designee. This floating shift shall comply with all provisions of Article 3, except on the week of the change, and will be bid as any other shift.

Paid status shall consist of regular work, sick leave, compensatory time, vacation time, and when suspended with pay.

The term "overtime compensation" shall be defined as time and one-half an employee's regular, hourly base rate of pay and shall be paid for all approved time necessarily spent on the job in excess of forty (40) hours in any work week. Overtime can be converted to compensatory time at a rate of one and one-half (1 1/2) times rate of pay. There will be a compensatory time balance cap, such that no Dispatcher may carry more than eighty (80) hours from one calendar year to the next.

Burn Down Procedure: Any employee with a compensatory balance in excess of the compensatory balance cap of eighty (80) hours as of the signing of the 2017-2020 agreement will be ineligible to convert overtime to compensatory time until such compensatory balance is less than the balance cap. Additionally, beginning January 1, 2019, employees with a compensatory balance in excess of the balance cap will be required to burn down and/or buy out a combined total of eighty (80) hours of the excess compensatory balance each year until the balance is less than the balance cap. If the excess compensatory balance in a given year is less than eighty (80) hours, the employee will be required to cash in and/or use the total hours in excess of the balance cap in that year.

Excess compensatory time that is cashed in will be paid at the beginning of the fiscal year and may be deposited into a deferred compensation plan (457 Plan) administered by the Town or the Town's vendor, or be paid by separate check directly to the employee. The employee must identify the number of hours they intend to cash in and the method they wish to receive payment no later than March 1 of the calendar year, to allow the Town sufficient opportunity to budget for the cash out.

Dispatchers scheduled working hours will not be changed to avoid the payment of overtime.

When it is necessary for an employee to serve as a dispatcher witness in a court proceeding at a time other than his/her regular shift of duty, the Employer will pay such employee for all time spent in court on an overtime basis, provided that he/she was on paid status forty (40) hours or more hours during that work week. No court time payment shall be allowed to any such employee, however, who has not checked with the Duty Dispatcher, Court Officer or posted court trial list between the hours of 9:00 A.M. and 10:00 A.M. (0900-1000 Hours) on a scheduled court date to find out if his/her presence will be needed.

Any and all fees, compensations, or allowances to which any employee is or would be entitled for such court time/appearances as provided for by the statute or court order, shall be turned over and paid to the Town and not retained by the employee.

When an employee is called in to perform work at a time other than that for which he/she had previously been scheduled, he/she shall receive not less than four (4) hours of straight-time pay for the work so performed, which shall count towards the forty (40) hour requirement for overtime pay. The four (4) hour minimum shall not apply to employees who are held over after completing their regularly

scheduled shift. Employees who are held over after completing their scheduled shift shall be paid for the actual amount of time worked, in one-quarter (1/4) hour increments, even if this actual time worked is less than four (4) hours.

Nothing in this article shall prohibit management from using other dispatch unit employees to fill in as a temporary assignment when a vacancy exists beyond two (2) weeks in duration.

ARTICLE 4 - CLOTHING ALLOWANCE

An annual clothing allowance in the amount of two hundred (\$200) dollars per contract year will be credited to each employee in an account maintained by the Town for the purchase of uniforms.

The Town agrees that all Dispatchers covered by this Agreement shall be initially outfitted, at no cost to the employee, with a uniform specified by the Town. If there is money left over at the end of the fiscal year, the Dispatcher will be paid out the remainder in a separate check from the Dispatcher's weekly payroll check. The annual allowance will not be carried over in the following year.

ARTICLE 5- STRIKES AND LOCKOUTS

All disputes between the parties shall be settled in accordance with the grievance procedure set forth in this Agreement and there shall be no strikes, slowdowns or cessation of work by the employees, or lockouts by the Employer during the term of this Agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute which may arise under the interpretation or application of this Agreement. Any grievance arising between the Town and the Union or an employee represented by the Union, shall be settled in the following manner:

Step 1. The aggrieved employee(s) must present the grievance to the Steward or the Alternate within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except a sixty (60) day time limit shall apply in case of violation of wage provisions (salary schedule and longevity) of this Agreement.

The Steward or Alternate shall take the grievance up with the Department Head or his/her designee within the same five (5) working days. If the Steward and Department Head have not resolved the grievance within five (5) working days after the meeting between the grievant, Steward and the Department Head, the Steward shall submit such grievance in writing to the Union Business Representative.

Step 2. The Business Representative shall then take the matter up with the Town Manager, or his/her designee within ten (10) working days after such meeting, fifteen (15) working days if economic issues are involved. The Town Manager shall render a decision of the grievance within the same time frame.

Step 3. If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right, within five (5) working days after the Town Manager has issued his/her decision, to file a request with the Federal Mediation and Conciliation Service for arbitration of the grievance. The parties may elect to choose a mutually agreeable arbitrator. The Shop Steward shall notify the Town Manager within five (5)

days of the decision to contact the Maine State Labor Relations Board or that the grievance has been withdrawn.

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

Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Town and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

Section 2. The time limit for the processing of the grievances may be extended by written consent of both parties.

The Arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. Nothing contained herein, however, shall be construed to limit the authority of the Arbitrator, in his/her own judgment, to sustain, reverse, or modify any alleged unjust discharge that may reach this stage of the Grievance Procedure.

Any mutual agreement as to the disposition of a grievance at the first and second steps shall be in writing and shall be signed by the Town and the grievant and/or the grievant's representative. One (1) copy shall be retained by the Town and one (1) copy by the Union.

ARTICLE 7 - DISCIPLINARY PROCEDURES

All suspensions, demotions and discharges shall be for just cause (including but not limited to violations of any rules adopted as provided above) and written notice of the reasons for suspension, demotion or discharge shall be stated in writing, to the employee affected, immediately upon suspension, demotion or discharge.

ARTICLE 8 - SENIORITY

Section 1. A seniority list shall be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority for the purpose of this Agreement, shall be interpreted to mean, length of continuous service only, and shall be the controlling factor in all matters affecting layoff, recall, and vacation preference.

Section 2. In the event it becomes necessary for the Town to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority. All affected employees shall receive a two (2) calendar week advance notice of layoff and the Town shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status have been afforded recall notices.

For a period of two (2) years after layoff, employees shall be recalled from layoff according to seniority by certified mail, to the last known employee's address. It is the responsibility of laid off employees to furnish any change of address to the Employer for recall notices.

Section 3. The seniority list shall be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Department bulletin board. Corrections to the seniority list shall be made within thirty (30) days of such posting.

After such thirty (30) day period, the seniority list shall be deemed correct. An updated list shall be made each year on January 1. A copy of the list shall be sent to the Local Union No. 340 by the Steward.

Section 4. An employee's seniority shall terminate:

If he/she quits, retires or is justifiably discharged.

If, following a layoff, he/she fails or refuses to notify the Employer of his/her intention to return to work within seven (7) calendar days after a written notice of recall is sent by certified mail to his/her last address on record with the Employer; unless, however, the employee has previously informed the Chief of Police or his/her designated representative in writing that he/she will be on vacation and will not be able to be reached at a specific location, in which case he/she shall not be subject to recall until he/she has notified the Chief of Police or his/her designated representative of an address at which he/she can be reached (during such time, employees with less seniority may be recalled to work pursuant to Sections 2(a) and 2(b) of this article); or, having notified the Employer of his/her intent to return to work, fails to do so within thirty (30) calendar days after such notice is sent.

If he/she accepts full-time employment elsewhere while on a leave of absence, unless he/she has prior written approval for such employment from the Chief of Police, or does not return to work immediately following the expiration of a leave of absence, unless in the latter case, he/she presents evidence satisfactory to the Town Manager that it was impossible for him to return to work at the expiration of said leave.

When he/she has been laid off for a continuous period of time in excess of twenty-four (24) consecutive months.

ARTICLE 9 - DISCHARGE OR SUSPENSION

Section 1. The Employer retains the right to discharge or suspend any employee for just cause. In all cases involving the discharge or suspension of any employee, the Town must immediately notify the employee in writing of his or her discharge or suspension and the reason therefor. Such notice shall also be given to the Steward within forty-eight (48) hours from the effective date of the discharge or suspension.

Section 2. In respect to discharge or suspension, the Town shall give at least one (1) warning notice of the specific complaint against the employee in writing and a copy of the same to the Union and the Steward, except that no warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty, drunkenness or drinking and/or the use of non-prescribed drugs while on duty, conduct unbecoming a dispatcher, or insubordination. The warning notice as herein provided shall not remain in effect for a period of more than six (6) months from the date of the occurrence upon which the complaint and warning notice are based.

Section 3. Any employee discharged shall be paid in full for all wages owed him/her by the Town, including earned vacation pay, if any, within five (5) working days from the date of the discharge.

Section 4. A discharged or suspended employee must advise the Town Manager and the Union in

writing, within five (5) working days after receiving notification of such action against him/her of his/her desire to appeal the discharge or suspension. In such event, such grievance shall then be handled in accordance with the grievance procedure set forth in this Agreement, starting with Step 2.

Section 5. It is understood and agreed that when an employee files a grievance with respect to his or her disciplinary action (suspension or discharge) the act of filing such a grievance shall constitute his or her authorization to the Town to reveal to the participants in the Grievance Procedure any and all information available to the Town concerning the alleged offense.

ARTICLE 10 - WAGES

On the first payroll period beginning on or after July 1, 2017, the following base hourly rate shall become effective and shall be adjusted annually as outlined in this Article.

July 1, 2017 - 2% increase

	0-1 Years	1-2 Years	2-3 Years	3 or More Years
Dispatcher Hourly Rate	\$18.79	\$19.62	\$21.23	\$22.53
Overtime Rate	\$28.18	\$29.44	\$31.84	\$33.80
Weekly Rate	\$751.54	\$784.99	\$849.05	\$901.27

	0-1 Years
Lead Dispatcher Hourly Rate	\$23.88
Overtime Rate	\$35.83
Weekly Rate	\$955.35

On the first payroll period beginning on or after July 1, 2018, the following base hourly rate shall become effective and shall be adjusted annually as outlined in this Article.

July 1, 2018 - 2.25% increase

	0-1 Years	1-2 Years	2-3 Years	3 or More Years
Dispatcher Hourly Rate	\$19.21	\$20.07	\$21.70	\$23.04
Overtime Rate	\$28.82	\$30.10	\$32.56	\$34.56
Weekly Rate	\$768.45	\$802.65	\$868.15	\$921.55

	0-1 Years
Lead Dispatcher Hourly Rate	\$24.42
Overtime Rate	\$36.63
Weekly Rate	\$976.84

On the first payroll period beginning on or after July 1, 2016, the following base hourly rate shall become effective and shall be adjusted annually as outlined in this Article.

July 1, 2019 - 2.25% increase

	0-1 Years	1-2 Years	2-3 Years	3 or More Years
Dispatcher Hourly Rate	\$19.64	\$20.52	\$22.19	\$23.56

Overtime Rate	\$29.47	\$30.78	\$33.29	\$35.34
Weekly Rate	\$785.74	\$820.71	\$887.68	\$942.29

	0-1 Years
Lead Dispatcher Hourly Rate	\$24.97
Overtime Rate	\$37.46
Weekly Rate	\$998.82

The Police Chief, with the approval of the Town Manager, may start new employees at any step of the pay scale. Those employees shall continue to receive step increases from the pay step in which they were hired.

Wages shall be retroactive for unit members employed at the signing of contract.

Section 2.

A. Longevity pay shall be computed at the schedule agreed to by the Union and the Town.

1. Two (2%) per cent after four (4) years of service
2. Four (4%) per cent after eight (8) years of service
3. Six (6%) per cent after twelve (12) years of service
4. Eight (8%) per cent after sixteen (16) years of service
5. Eleven (11%) per cent after twenty (20) years of service
6. Thirteen (13%) per cent after twenty-four (24) years of service
7. Sixteen (16%) percent after thirty (30) years of service

B. After completing four (4) years of continuous service, an employee's longevity payment is computed annually on his/her anniversary date, and the computation is based upon his/her annual base salary for the fourth year, and then for each succeeding year. If an employee received a 5% increase in base salary after his/her fourth anniversary date, longevity would be recomputed using his/her new annual base salary.

The best method of explaining this is via an example of the computation using the following values:

- \$10,000 - Employee's base salary on fourth anniversary.
- \$500-5% - Salary increase received 4 months after anniversary date.
- 2% - Longevity payment/incentive.

COMPUTATION

- $\$10,000 \times 1.02 = \$10,200$ (new gross salary, annual base plus longevity) on anniversary date.
- $\$200 =$ Longevity Increase.
- $\$10,200 + \$500 = \$10,700$ (new gross pay after 5% salary increase)
- $\$10,700 - \$200 = \$10,500$ (new base salary)
- $\$10,500 \times 1.02 = \$10,710$ (new gross salary, annual base plus longevity increase)
- $\$210 =$ New Longevity payment.

This computation would be performed annually if the employee received any adjustment to his/her annual base pay. The key term is annual: the computation is performed each year based upon that year's annual salary.

Section 3. Employees working the evening shift shall be paid a shift differential of fifty cents (50¢) per hour. Shift differentials apply only to an employee working the associated shift as part of their regularly scheduled shift, as a fill-in for a shift, or as a temporarily assigned shift.

Employees working the midnight shift shall be paid a shift differential of seventy- five (75¢) per hour.

Section 4. Employees with an Associate' s Degree or three years of active service military duty shall be paid a stipend of fifteen cents (15¢) per hour.

Employees with a Bachelor's Degree shall be paid a stipend of twenty-five cents (25¢) per hour.

Section 5. Lateral Transfer

Employees hired after July 1, 2014 that have prior experience and the required certifications in a similar position may be granted a lateral transfer upon the request of the Chief of Police with the approval of the Town Manager. The maximum number years of service that may be applied to pay scale, longevity and vacation is capped at six (6) years.

Section 6. During the effective period of this Agreement, the annual salaries of employees shall be paid weekly on Thursday through mandatory direct deposit to an approved financial institution.

Section 7. Training Pay

An employee assigned by management to train another employee shall receive a stipend of \$3.00 per hour for each hour spent conducting training.

ARTICLE 11 - PROBATIONARY PERIOD

Section 1. After the effective date of this Agreement, all employees becoming subject to this agreement will be probationary employees for the first six (6) months immediately following their date of hire.

Section 2. The purpose of the probationary period is to provide an opportunity for the Town to determine whether an employee has the abilities and the attributes that will qualify him or her for regular employee status; provided, however, that employees hired prior to the effective date of this Agreement shall be subject to the probationary period set forth in the prior Agreement between the parties. During this probationary period, an employee may be laid off or terminated based upon the sole discretion of the Town and without regard to his/her or her length of service. All other applicable provisions and protections of this Agreement apply to probationary employees.

Section 3. If an employee is hired with prior directly related work experience and/or certification, the Town may grant credit for such experience toward the completion of this probationary period in an amount not to exceed three (3) months of the above required probationary period. The employee shall be advised at the time of hiring of the amount of time to be credited to his/her probation.

Section 4. All employees retained after said probationary period shall be placed on the seniority list as regular employees.

ARTICLE 12 - RETIREMENT

Section 1. Dispatchers shall be entitled to Maine Public Employees Retirement System benefits in accordance with 5 MRSA, Section 1092 (3) and its subsequent amendments of one-half (1/2) average final compensation, after having completed twenty-five (25) years of service or reached sixty (60) years of age.

A new employee with prior Maine Public Employees Retirement System credit may have his/her prior retirement credited to the Town of Kittery Police Retirement Plan.

Employees actively participating in MainePERS may participate, on a voluntary basis, in the ICMA Retirement Plan as provided in the Kittery Administrative Code, Chapter 2.20.160.L 1 & 2. There is no employer match for voluntary participation in the ICMA Retirement Plan.

Section 2. Effective July 1, 2001, the Town agreed to expand the coverage of the ICMA-RC 457 plan currently in effect. This plan is available for current employees who are not enrolled in the Maine Public Employees Retirement System and any newly hired employee who wishes to enroll in the ICMA plan instead of the MainePERS plan. The Town will match the employee's contribution into the 457 plan, up to a maximum Town contribution of six percent (6%). The Town will make a contribution to either MSRS or the ICMA plan, but not both.

ARTICLE 13 - UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Local Union as they see fit.

Neither party shall exert any pressure on, or discriminate against, any employee in regard to such matters. Accordingly, it is fair that each employee in the unit pays his/her own way and assumes his/her fair share of the obligations along with the grant of equal benefits contained in this Agreement. In this regard, thirty (30) days after the date of hire or effective date of this Agreement, whichever is later, employees will elect to accept the provisions of either Section 1 or Section 2:

1. All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement.
2. Any present or future employee who is not a member and does not want to be a member shall pay fair share fees as a contribution towards the administration of the Agreement in the amount equal to eighty (80%) percent of the current dues for the duration of this Agreement.

ARTICLE 14 - CHECK OFF

Section 1. The Town shall deduct regular monthly dues (on a weekly basis) upon receipt of signed authorizations from members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Union as to the amount of the dues. The Town shall forward all such dues collected to the Secretary- Treasurer of the Union by the 10th of the month following the month in which deductions were made.

Section 2. The Union shall indemnify and save the Town harmless from any liability that may arise out of the Town's reliance upon any payroll deduction authorization cards presented to the Town by the Union. Such indemnification shall apply to damages that are sustained as a result of procedural errors or due to reason of mistake of fact that was in control of or the responsibility of the Union.

ARTICLE 15 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

The parties hereto recognize and agree that, except as specifically limited or abrogated by the terms, and provisions of this Agreement, all rights to manage, direct, and supervise the operations and personnel of the Police Department shall be vested in the Employer, in a full and unrestricted manner, as provided by the laws of the State of Maine and the Town of Kittery.

ARTICLE 16 - MAINTENANCE OF STANDARDS

Section 1. (Protection of Conditions) The Employer agrees that all conditions of employment relating to wages, hours or work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement, unless specifically agreed to by both parties.

Section 2. (Extra Contract Agreements) The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 3. (Workweek Reduction) It is understood and agreed that, should it subsequently be determined that any employee comes under the provisions of the Fair Labor Standards Act or any similar legislation, then as to such employees, any provisions of this Agreement that do not comply with the requirements of said statutes are to be changed so that there is no violation of the statutes. If such changes result in substantial penalties to either the employees or the Employer, a written notice shall be sent by either party requesting negotiations to change such provisions or provision as are affected. Thereafter, the Union and the Employer shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution.

ARTICLE 17 - SUPERVISORY OR RESERVE OFFICER PERSONNEL

An employee with supervisory authority (or a reserve officer) shall not perform any work performed by a Dispatcher unless no unit members are available to perform the assignment or in an emergency. Supervisory or reserve personnel would be relieved as soon as possible by an available Dispatcher.

ARTICLE 18 - UNION ACTIVITIES

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his or her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business nor shall there be any discrimination against any employee because of Union membership activities. Every effort will be made to schedule mediation, fact finding, investigations, and/or negotiations during the Union steward's regularly scheduled hours.

ARTICLE 19 - ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, and investigating working conditions, provided, however, there is no interruption of the working schedule. Prior notification of the visit shall be given to the

Department Head.

ARTICLE 20 - STEWARDS

Section 1. The Town recognizes the right of the Union to designate a Steward or an Alternate. The authority of the Steward or Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities: the investigation and presentation of a grievance in accordance with the provisions of the collective bargaining Agreement.

Section 2. The Steward or the Alternate have no authority to take strike action or any other action interrupting the Town's business. The Employer recognizes these limitations upon the authority of the Steward or Alternate and shall not hold the Union liable for any unauthorized acts, unless it is justifiably proven that the Union instigated, encouraged, or failed to diligently notify its members of the illegality and to counsel its members against the undertaking of said unauthorized acts.

Section 3. The Steward shall be permitted to investigate and present grievances in an orderly and efficient manner on or off the property of the Employer without loss of time or pay.

ARTICLE 21 - IDENTIFICATION FEES

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employee. The cost of such personal identification shall be borne by the Employer.

ARTICLE 22 - SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE 23 - NON-DISCRIMINATION

It is the policy of the Town not to discriminate against any applicant or employee because of race, religion, color, age, sex, sexual orientation, national origin, ancestry, genetic information or physical or mental disability in the selection, placement, compensation, training and advancement of employees. The Town Manager is the designated person responsible for the enforcement of this non-discrimination policy.

ARTICLE 24 - HOLIDAYS

The following holidays shall be paid holidays for all employees covered by this Agreement:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Patriot's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day

9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day
12. Employee's Birthday
13. Personal Day
14. Personal Day

Should any employee of the Town receive holiday pay for any days or portion of a day, in addition to the thirteen (13) days prescribed, then the additional holiday pay will apply to all employees. The above language shall not apply to bonafide additional holidays agreed to in other collective bargaining agreements, but rather when the Town grants additional special paid holiday time off in addition to those found in various contracts with other Town employees.

Should any employee of the Town receive holiday pay for any days or portion of a day, in addition to the fourteen (14) days prescribed, then the additional holiday pay will apply to all employees.

If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged with a vacation day for the observed holiday; an extra day may be added for the vacation.

ARTICLE 25 - HOLIDAY PAY

In the event an employee is scheduled for and works any recognized legal holiday as listed in the contract, he/she shall receive his/her regular holiday pay based upon the normal work day often (10) hours at his/her normal, straight-time rate of pay, plus overtime, at the rate of one and one-half (1 ½) times his/her normal straight-time rate of pay. Any employee not working the recognized legal holiday shall receive normal straight-time rate of pay for said day based upon the normal working day often (10) hours, provided the employee shall be on paid status the day preceding and following said holiday.

An employee may elect to take another day off with pay in lieu of receiving additional holiday pay, at a mutually agreed time, provided that the Employer may impose reasonable limitations upon any such election arising out of manpower and work load requirements of the Town and the availability of qualified replacement personnel.

For employees hired on or after July 1, 2017, payment for holidays will be issued following the close of the pay period in which the holiday hours are earned.

ARTICLE 26 - COURT TIME

Any employee covered by this Agreement who is required to attend court outside his/her regular work shift shall will receive a minimum of four (4) hours of pay for such appearance at court outside the Town of Kittery at one and one-half (1 ½) his/her applicable hourly rate of pay for each such attendance. No court time shall be allowed to any such employee who has not checked with the Dispatcher, Court Officer or the posted court trial list between the hours of 9:00 a.m. and 10:00 a.m. (0900-1000 hours) on a scheduled court date to find out if his presence will be required.

If the employee is required to remain in attendance at such court for more than the minimum call in time, he/she shall be paid at time and one-half (1 1/2) his applicable hourly rate of pay for all hours of that attendance.

If such court attendance occurs during an employee's vacation, the minimum shall be four (4) hours; provided, however, that any and all fees, compensation or allowances to which any officer is or

would be entitled for such court appearance as provided for by Statute or Court Order, shall be turned over to and paid to the Town and not retained by the officer.

ARTICLE 27 – SOCIAL SECURITY

Section 1. The Town agrees to pay its required Social Security premiums in accordance with provisions of the Agreement between State Agency and Political Subdivision of the State of Maine for the purpose of extending Social Security benefits to the employees of such Political Subdivision and its subsequent amendments, which Agreement was entered into between the Maine State Retirement System and the Town in 1952.

ARTICLE 28 – ON-DUTY INJURY

Section 2. The Town shall provide Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share, plus the employee's share, of Maine Public Employees Retirement System (MainePERS) for as long as the employee remains out of work due to the work-related injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS shall be prorated. If the injury or illness qualifies as FMLA, the employee will be notified they are being placed on FMLA. Employees may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wage in order to make themselves whole. This includes any waiting period that may exist under the Maine Workers' Compensation Statute.

ARTICLE 29 - BULLETIN BOARDS

The Town agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 30 - SEPARATION OF EMPLOYMENT

Upon separation of employment and prior to retirement the Employer shall pay the employee full face value of all accrued vacation, holiday and compensation time on the pay day in the week following such separation.

ARTICLE 31 - RESERVE SERVICE LEAVE

Section 1. Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their training obligations and/or responding to any civil disorder. Written notification for leaves of absence for such purposes must be made to the Chief of Police as soon as possible after the employee's receipt of orders.

Section 2. If an employee is granted a leave of absence for the purposes herein set forth and if his/her daily rate of compensation for such government service is less than the gross daily rate that he/she would have earned had he/she been providing service to the Employer, then the Town shall pay the employee the difference between the pay rates.

Section 3. The employee utilizing reserve leave shall furnish the Town with an official statement of reserve service pay received and reserve service time served.

Section 4. For the purposes of this section, the phrase "daily rate of compensation" shall be defined as the employee's normal, daily, straight-time rate of pay, and shall not include overtime or call-in time.

ARTICLE 32 - MILITARY LEAVE

The Town agrees to provide all benefits as required by the Selective Service and Training Act and any other applicable laws then in effect.

ARTICLE 33 - LEAVE WITHOUT PAY

An administrative or special leave may be granted to an employee, when approved by the Town Manager, for the purpose of settling the estate of a member of the immediate family, for educational purposes when such education will foster the systematic improvement of the knowledge and/or skills required in the performance of his/her work, for illness or injury when such leave extends beyond the employee's earned sick leave days and for other reasons that may be beneficial to the employee and to the Town.

All such leaves shall be without pay, shall not disrupt the normal operation of the Department, and shall be specific as to their duration, with sixty (60) days being the maximum duration.

The employee is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the Town Manager prior to expiration. Failure on the employee's part to return to work upon the expiration of an approved leave shall be deemed a resignation from Town Employment.

Leaves of absence shall be requested in writing by the employee and approved by the Town Manager on such terms and conditions as are agreeable to the parties.

ARTICLE 34 - BEREAVEMENT LEAVE

An employee shall be excused from work for up to five (5) days because of death in his/her immediate family as defined below, and shall be paid his or her regular base rate of pay for the scheduled hours missed. Not more than ten (10) hours per day shall be paid under this article. It is intended that this time be used for the purpose of handling necessary arrangements and attendance at the funeral.

Immediate family is defined to mean spouse, parents, step-parents, domestic partner, children, step-children, mother-in-law, father-in-law, or a brother or sister. Immediate family shall also include other relatives living in the same household.

Up to three days of leave may be granted for the death of other relatives upon approval of the Chief of Police or the Town Manager.

ARTICLE 35 - SICK LEAVE

Section 1.

- A. Sick leave shall be accumulated at the rate of one day per month to a maximum of one hundred and fifty (150) days; said accumulation could be applied to Retirement, as is permitted by the Maine State Retirement. The remaining days will be given as early retirement. At the end of the year (December 31) all sick leave over one hundred and fifty (150) days will be given back and the Town will pay fifty (50%) percent of the face value at the person's normal rate of pay for the days that were given back. There will be no sick leave buy back for employees hired after July 1,

2014.

- B. Employees who retire or resign from the Town and who have accrued vacation and sick leave time to their credit at the time of retirement or resignation shall be paid the wages equivalent to the accrued vacation and sick leave. Employees will be eligible for wages paid for accrued sick leave upon resignation and retirement in good standing only. "In good standing" shall mean that the employee's resignation or retirement is not forced by pending criminal charges or does not occur after a notice of discharge has been issued. Nothing in this article may prevent the parties from negotiating such sick leave payments as part of the terms of a constructive discharge.

Section 2. In order to qualify for sick leave payments, the employee should notify the Chief of Police or his/her designated representative not later than two (2) hours before his/her normal starting time on the first day of absence, unless the circumstances surrounding the absence make such notification impossible, in which case said notification must be made as soon thereafter as possible. In addition to the above, an employee, if he/she is absent two or more consecutive days must notify the Department at least two (2) hours prior to the beginning of the shift on which he/she intends to return.

Section 3. Qualified employees shall be eligible for paid sick leave from and to the extent of their unused, accumulated, paid sick leave credits in the following situations:

- A. When it is established to the Employer's satisfaction that the employee is incapacitated and cannot safely perform his duties due to sickness, pregnancy or injury.
- B. When it is established that, due to exposure to contagious disease, the health of others would be affected by attendance at work. A physician's statement recommending absence from work shall be required.
- C. When it is established that an illness exists in the immediate family of the employee, and then for such periods as the attendance of the employee is necessary. The term immediate family shall be defined as including spouse, children, domestic partner, and parents domiciled with the employee. In addition, immediate family shall also include other relatives domiciled with the employee. Employees will be allowed to utilize up to forty (40) hours of sick time to care for their spouse, parents or children who are not domiciled with the employee.

Section 4. If the employee is absent for more than three (3) consecutive days, or in cases of suspected abuse, the Employer may require medical proof for said sick leave, in which case the involved employee shall be required to provide a written statement from a medical doctor certifying the necessity for said absence. At the request of the Employer, an employee, before returning to work, shall submit a written statement from his/her physician that certifies the employee's ability to return to work and to perform the required functions of his/her job. Should the Employer require a medical statement, the Employer shall pay the portion of the cost for the visit which is not covered by medical insurance.

Section 5. Whenever sick leave payments are made under this article, the amount of such payments/hours shall be deducted from the Employee's unused accumulated sick leave.

Section 6. In the event an employee is temporarily disabled to the extent that he/she is unable to perform all the duties and functions normally required of him/her, the Chief of Police, in his/her judgment, may approve his/her return to work on a limited duty basis. It is understood and agreed that the

Chief of Police has the sole and complete discretion and authority to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

Section 7. Falsification of evidence to substantiate sick leave shall be cause for disciplinary action.

Section 8. In the event of the death of an employee with more than ten (10) years of service, the Town shall pay to the designated beneficiary one hundred percent (100%) of the employee's accumulated sick leave. There will be no sick leave pay out for employees hired after July 1, 2014.

ARTICLE 36 - VACATIONS

Section 1. Town employees shall not receive extra pay in lieu of taking vacation. The vacation calendar for all Town employees shall be from January 1st to December 31st. A maximum of ten (10) days may be saved from one year to the next.

Section 2. Entitlement to vacations under this article shall be determined as of the employee's anniversary date of each year.

Employees will receive forty (40) hours of vacation upon completion of the probationary period, and an additional forty (40) hours of vacation upon completion of one (1) year of continuous service.

Employees hired before July 1, 2017 who have completed more than one (1) year of currently continuous service, but less than five (5) years will receive ten (10) days of annual vacation leave. Employees hired on or after July 1, 2017 will receive eighty (80) hours of annual vacation leave.

Employees hired before July 1, 2017 who have completed five (5) years of currently continuous service, but less than ten (10) years, will receive fifteen (15) days of annual vacation leave. Employees hired on or after July 1, 2017 will receive one hundred twenty (120) hours of annual vacation leave.

Employees hired before July 1, 2017 who have completed ten (10) years of currently continuous service, but less than twenty (20) years will receive twenty (20) days of annual vacation leave. Employees hired on or after July 1, 2017 will receive one hundred sixty (160) hours of annual vacation leave.

Employees hired before July 1, 2017 who have completed twenty (20) years of currently continuous service will receive twenty-five (25) days of annual vacation leave. Employees hired on or after July 1, 2017 will receive two hundred (200) hours of annual vacation leave.

Section 3. In the event that an employee covered hereby dies during the term of this Agreement, the accrued vacation credits, if any, shall be paid in the wages equivalent to the employee.

Section 4. In the event of dismissal of an employee for a cause or if an employee voluntarily leaves, or retires his/her employment, said employee shall be entitled to vacation pay for all unused vacation earned.

Section 5.

- A. A day of vacation pay as provided for in Sections A, B, C, D, and E shall equal ten (10) hours of pay at the employee's straight time rate of pay at the time the employee takes vacation, except for that person who works five eight-hour days.

- B. The Employer shall determine the number of employees who can be assigned for vacation purposes at any one time, provided, however, that any such determination shall be based upon the anticipated manpower and work load requirements of the Town.
- C. A seniority list shall be posted by the Union Steward not later than November 15 of each calendar year, and all employees shall indicate, prior to December 15 of that calendar year, the dates on/during which they desire to take their eligible vacation leave for the upcoming calendar year. In the event that two or more employees desire the same vacation dates and it is determined by the Chief of Police that both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternate dates for his/her vacation. A final vacation list indicating those dates agreed upon shall be prepared by the Chief of Police and posted no later than January 1 of the new calendar year.
- D. In the event an employee does not select a vacation period prior to December 15, he/she shall make written request to the Chief of Police before the 15th of the month preceding the month of the requested vacation dates.
- E. If an employee, due to required court appearances or other emergency situations, is unable to take his/her vacation during the assigned period, the Town shall make every effort to reschedule a vacation period, convenient and agreeable to the employee and the Town, in the calendar year in which the employee's vacation period was assigned.

ARTICLE 37 - CALL BACK TIME

An employee called back to work shall receive a minimum of four (4) hours pay at one and one-half (1 ½) times the normal rate of pay for the work for which they are called back. In the event that the employee called back works in excess of four (4) hours, said hours will be paid at one and one-half (1 ½) times the normal rate.

ARTICLE 38 - EMPLOYEE RIGHTS

To ensure that any internal investigation of any employee will be conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established.

- A. As much as possible, the interrogation will be conducted in a reasonable time, taking into consideration the working hours of the employee and the employer, and the legitimate interest of the department. The official conducting the investigation shall advise the employee that an official investigation is being conducted. The investigating officer shall inform the employee of the nature of the alleged conduct which is the subject matter of the investigation. Unless circumstances require anonymity, the complainant shall be identified. If it is known that the employee being interrogated is a witness only, he/she shall be so informed.
- B. The interrogation shall be conducted with the maximum amount of confidentiality possible.
- C. The interrogation of an employee suspected of violating departmental rules and

regulations shall be limited to questions which are directly related to the employee's involvement in the alleged violation.

- D. The interrogation may not be conducted by more than two (2) interrogators at any one time.
- E. If an employee is under arrest, or is likely to be, that is, if the employee is a suspect, or the target of a criminal investigation, the employee shall be afforded all rights under such circumstances as any other person.
- F. Any employee being investigated for criminal offenses may have an attorney present at any time during the interrogation. The employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney and/or the Union.
- G. If an employee under investigation is requested to submit to a polygraph examination, the employee shall be advised of the questions to be asked prior to the administration of the test. No employee shall be forced to submit to a polygraph examination against his/her wishes by fear of penalty.
- H. Any and all investigations shall be conducted without unreasonable delay, and the employees shall be advised of the final outcome of the investigation. If, for any reason the investigation cannot be concluded within the time limit, the employee being investigated shall be given an explanation of the delay and be advised of the outcome as soon as the investigation is completed.
- I. If results of an investigation against an employee prove that the charges are unfounded, then it shall be so noted in the final report of the investigation.
- J. The results of a polygraph examination shall be part of the report of the investigation, and may be used by the Police Chief at any and all hearings relating to the matter being investigated.
- K. An employee shall have the right to a private or a public hearing, if he/she so desires.
- L. Any employee suspended for investigative reasons shall receive his/her regular weekly base pay.

If a member of the Department is being questioned for the purpose of being a witness only, he/she shall be so informed before the questioning commences. If the investigation implicates a member of the Department who has been questioned as a witness, he/she shall be informed of the change in the nature of the investigation before questioning commences on another occasion. It is understood and agreed, however, that the informing of a member of the Department that he/she is being questioned as a witness only in no way provides immunity for such employee from disciplinary action that may be taken as a result of information disclosed during the course of the questioning or investigation.

ARTICLE 39 - TRAINING

Section 1. Expenses for out of town training required by the Employer shall be reimbursed to the employee at actual costs, plus mileage reimbursement at the current rate established by the IRS for transportation, unless the employer provides transportation. Mutually agreeable schedule changes may be

made to accommodate training.

Section 2. When approved in-service training is scheduled at a time other than during an employee's regular shift, when circumstances allow, the employee shall be given minimum of a two-week notice, such employee shall be compensated for the time necessarily spent at his applicable rate of pay and shall not include travel time to or from the designated location of said training, either after a regularly scheduled shift or on days that the employee is not scheduled for work.

Section 3. Employees shall not receive additional payments for extra time other than classroom time spent at approved training schools, seminars and courses.

ARTICLE 40 - PERSONNEL FILES

Section 1. Any employee shall have the right, upon request, to review the contents of his/her personnel file, in the presence of the Human Resources Manager, at any reasonable time. Any employee shall have the additional right to receive copies of materials placed in his/her personnel file.

The Human Resources Manager shall maintain a written record of the material(s) initially furnished to each employee, and subsequent copies of the same material shall be furnished to each employee at his/her expense.

Section 2. No written warning notices/reprimands shall be placed in an employee's personnel file until said employee has seen said warning notice/reprimand. The employee shall sign said warning notice/reprimand as an indication that he/she has seen and has read said document.

Section 3. A warning notice/reprimand shall not be subject to the grievance procedure.

ARTICLE 41 - INSURANCE

Section 1. The Town shall contribute to the Northern New England Benefit Trust Health and Welfare Fund ("NNEBT") or its actuarial equivalent (equivalency is subject to mutual agreement) eighty-five (85%) percent of the total premium for family, two person or single coverage per month, payable at the office of NNEBT monthly on the fifth day of the month following the month in which due. The employees shall contribute the remaining fifteen (15%) percent each month through weekly payroll deductions. In years 2 and 3 of this Agreement, any premium increases from Northern New England Benefit Trust of more than two (2%) percent shall be shared equally between the Town and the employee. (Example: 3% increase to the policy would result in 2% being affected by the 85/15, 1% is split equally. The above listed Town contribution represents the Town's maximum percentage payment and the employee's maximum percentage payment is twenty (20%) percent. The Town is responsible for remitting the employer and employee shares of the premium on a monthly basis to the Trust. In addition, Northern New England Benefit Trust shall endeavor to offer multiple plan designs for the employees' option within the term of this Agreement.

The liability of the Town shall not exceed the above amounts together with any and all delinquency and interest charges.

The Town agrees that its Agreement hereunder shall constitute an obligation for the sums herein provided directly to NNEBT, and further that the Town will be bound by the terms and provisions of the Trust Indenture of NNEBT and any and all amendments thereto, as well as applicable rules and regulations from time to time promulgated by the Trustees thereto.

The Town is not responsible for the administration of the Plan and is held harmless for any claims made against Northern New England Benefit Trust.

Section 2. Disability/Life/Accidental Death and Dismemberment Insurance: Disability, life, and accidental death and dismemberment insurance shall be provided by the Town for all full-time employees.

Section 3. Employees who are covered by this Agreement and who are injured on duty (or off duty while performing a police/dispatcher function within the Town of Kittery) shall be provided Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share plus the employee's share of Maine Public Employees Retirement and all health, disability and dental insurance for as long as the employee remains out of work due to the work-related injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS, health, disability and dental shall be prorated. If the injury or illness qualifies as FMLA, the employee will be notified they are being placed on FMLA. Employees may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wage in order to make themselves whole. This includes any waiting period that may exist under the Maine Workers' Compensation Statute.

Section 4. Nothing in this contract shall prohibit the Chief of Police from requiring a member of this unit to submit to a physical or psychological exam (including drug and alcohol testing) if there is sufficient evidence that an employee is not mentally or physically fit to perform his/her duties. This language shall not apply to bonafide workers' compensation cases, as they are handled by separate statutes.

It is agreed that the request for above examinations shall only be done by the Chief of Police, and examinations performed by specialists in the various fields of examination. Information provided by the Doctor shall be confidential in nature and not provided to other members of the department, or other town employees, except for the Human Resources Manager. The cost for exams shall be paid for by the Town.

If the employee does not agree with the outcome of said examination, the employee may, at his/her expense, obtain a second opinion. If indeed the two examinations conflict, the two doctors shall mutually agree upon a third, who in turn shall render the final decision. The cost for the third doctor shall be split between the employee and the Town.

Section 5. The Town agrees to provide the employees with the opportunity to participate in a Flexible Spending Account (FSA) under Section 125 of the IRS rules, which will include the employee paid portion of the qualified insurance programs. The Town will contract with a professional firm to provide administration for the FSA. Employees may choose to enroll in the debit card program; however, employees will be responsible for the debit card's annual fee.

Section 6. The Town will pay the monthly health insurance premium for the single person level of coverage for any unit member who retires from the Town of Kittery having worked for the Town of Kittery for a minimum of fifteen (15) years and having met the age and/or years of service requirements contained in the MainePERS policy currently in effect for that particular employee. Should the retiree choose to elevate the health insurance coverage level to a two-person coverage plan or family coverage plan, the retiree will be responsible for any additional premiums owed to the insurance provider. The additional payments shall be made to the Town on a monthly basis. The Town will forward all required payments to the insurance carrier on behalf of the retiree.

Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be converted to the Medex 2 supplement plan through Northern New England Benefit Trust (NNEBT), or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2

supplement plan through Northern New England Benefit Trust (NNEBT), or a comparable plan. The employee will contribute the remaining thirty (30%) percent.

In the event that it becomes necessary to change insurance providers, the Town will ensure that there is no lapse of coverage of the retiree, and that the new coverage level will be comparable to the existing level of coverage. Any additional premiums required for spousal conversion to a companion plan are the responsibility of the retiree.

The fifteen-year minimum service requirement applies only to any employee hired after May 1, 2004.

ARTICLE 42 - JOB DESCRIPTION

No Dispatcher shall be required to perform duties outside of the job description.

ARTICLE 43 - PROMOTIONS

All promotions above the rank of Dispatcher, within the Dispatch Unit, should be made from within the Department, provided that there are qualified, in-house candidates available.

ARTICLE 44 - COMPLAINTS AGAINST DISPATCHERS

If an investigation is initiated by information from a citizen, a fellow employee or by the Chief of Police, the Chief shall inform the Dispatcher being investigated, the Union steward and the Union business agent within five (5) calendar days of receipt of the information that generated the complaint. No investigation will begin without the approval of the Chief of Police.

When a citizen makes a complaint about the actions or conduct of a Dispatcher, the following process will be followed: A citizen will inform the Watch Commander or Shift Supervisor that he/she is making a complaint about a Dispatcher. An attempt will be made to solve the problem at this level. Should the problem still exist, where the citizen chooses to make a complaint to the Police Chief, the citizen will advise the Watch Commander of the request to meet with the Police Chief and the reason for making a formal complaint. If a complaint is verbal, then the Dispatchers report/reply may also be verbal. If it is a formal complaint, other than one requested by the Town Manager or Police Chief, then the Dispatcher need not make a formal written report/reply until after he/she has had an opportunity to see and review the formal complaint and the reason for the investigation.

The first steps in making a complaint to the Chief about a Dispatcher will be strictly followed to protect the rights of the Dispatcher.

Prior to an interview regarding an internal complaint, the Dispatcher shall be provided with a copy of all complaints and accusations made, including written statements.

The citizen will be required to make a sworn statement and be advised of the consequences of making a false sworn statement and that the Dispatcher will receive a copy of all complaints and accusations made.

The citizen who makes the complaint will have to write or type the citizen's own statement. A copy of the statement will be given to the Dispatcher at the first opportunity after it is received from the complainant. When the citizen making the complaint meets with the Police Chief, the Police Chief will have the written complaint on the Chief's desk to refer to. The Chief will decide what actions will be

taken after the meeting with the complainant and after reviewing the Complainant's statement. Should the Police Chief decide to investigate the complaint or designate an investigator, the Dispatcher will be notified immediately in writing from the Chief that the Dispatcher is under investigation and who the investigator is and the reason.

As a result of any investigation into the conduct or actions of a Dispatcher, a copy of the investigative report will be given to the Dispatcher when the investigation is suspended, completed or complaint withdrawn by complainant. The investigation will be completed within thirty (30) calendar days. The Chief of Police will provide the Union steward and the Dispatcher with an update on the status of the internal investigation within fifteen (15) calendar days after the internal investigation has begun. If the Chief of Police wishes to extend the investigation beyond thirty (30) calendar days with reasonable cause, he/she shall only do so if the Union steward agrees.

The Dispatcher may take any appropriate steps or actions regarding the complaint made. The Dispatcher has the right to exercise their constitutional rights regarding the investigation.

Should the Dispatcher be suspended from duty pending an investigation, the Dispatcher will be suspended with full base pay and benefits pending the outcome of the investigation.

All juveniles who make complaints against Dispatchers will be in the presence of their parent or legal guardian when making a complaint.

The Chief of Police will advise the Dispatcher whether it is a criminal or inter-departmental investigation. If it is a criminal investigation, the notice requirements and investigative time frames noted above do not apply.

ARTICLE 45 - DAMAGE TO PERSONAL PROPERTY

The Town shall pay the reasonable cost of the repair or replacement of a Dispatcher's acceptable personal items, equipment, clothing, etc., that are lost, damaged, or destroyed in the line of duty. A report of the incident and verification of the value of the property must be submitted for approval to the Shift Supervisor.

ARTICLE 46 - DIGNITY AND RESPECT

The Town of Kittery is committed to creating an environment for work which upholds the dignity and respect of the individual and which supports every individual's right to work in an environment which is free from any form of harassment, intimidation or bullying. The Town of Kittery recognizes the right of every individual to such an environment and requires all members of staff and those working on behalf of the Town of Kittery to recognize their responsibilities in this regard. Every person working in conjunction with the Town of Kittery is entitled to be treated with dignity and respect by our employees. Equally, all persons working in conjunction with the Town of Kittery are expected to support the principles of dignity and respect in relation to their work.

ARTICLE 47 - DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2017 and it shall remain in full force and effect until June 30, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force

and be effective during the period of negotiation and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Section 3. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time to the termination or automatic renewal of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of, 2017 to be effective as of July 1, 2017.

Town of Kittery

Teamsters Local Union No. 340
Affiliated with the International
Brotherhood of Teamsters

AGREEMENT BETWEEN
TOWN OF KITTERY

And

TEAMSTERS LOCAL UNION NO. 340

Affiliated with the International Brotherhood of Teamsters

for the

Public Works Department Except Wastewater

FROM: July 1, 2017

THROUGH: June 30, 2020

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This Agreement is entered into between the TOWN OF KITTERY, MAINE, hereinafter referred to as the "TOWN" and TEAMSTERS LOCAL UNION NO. 340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, Chapter 9-A MRSA 961 through 974, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the Public Works Driver/Laborer, Driver/Laborer II, Light Equipment Operator, and Mechanic/Operator for the purpose of negotiating salaries, wages, hours and other conditions of employment for all its eligible employees within the bargaining unit in the Department, as provided in accordance with the Municipal Public Employee Labor Relations Act.

ARTICLE 3 - HOURS OF WORK

The basic work week for employees under this contract may be no more than forty (40) hours per week.

The work schedule consists of consecutive days as scheduled by management. There may be no change in the highway division's five (5) consecutive eight (8) hour days, Monday through Friday. The work schedule for the Resource Recovery Center (Transfer Station) will consist of five (5) consecutive eight (8) hour days, Tuesday through Saturday.

The payroll week starts at 12:01 a.m. on Monday and finishes at 12:00 midnight the following Sunday.

Compensatory Time

Employees who are required to work more than forty (40) hours within a payroll week have the option of taking compensatory time in lieu of receiving overtime pay. An employee must indicate to the Employer during the work week in which the overtime is earned whether or not he/she wishes to receive overtime or wishes to take compensatory time in lieu of receiving overtime pay. Compensatory time must be taken at a time that is mutually agreeable to the Employer and the employee. Accrued compensatory time may not exceed a maximum of sixty hours for each employee.

Overtime Compensation

Employees required to work in excess of forty (40) hours per week will be compensated at one and one-half (1 ½) times the individual's rate of pay. For the purpose of computing overtime, any paid status will count as hours worked. Paid time status consists of regular work, sick leave, vacation time, holidays and when on paid administrative leave.

Highway Division employees will be paid the one and one-half (1 ½) rate after eight (8) hours worked between November 15th and April 15th, providing two people remain on duty.

Snow and Ice Storm Break

Employees are to be allowed to go home for a meal during snow or ice storms in lieu of scheduled twenty (20) minute break at Town Garage provided the employee punches out with permission of Foreman. Any time in excess of twenty (20) minute break will not be paid time.

Working in Excess of 24 hours

Upon completion of a snow, ice or emergency event with a duration in excess of twenty-four (24) hours, all non-essential employees may be released, upon completion of their work duties, for the remainder of the regular work day schedule, without penalty or use of paid time-off. Employees may be recalled if necessary for public safety. If recall occurs during the normal work schedule day, Call Back Time (Article 37) does not apply.

The Town and Union agree that on-call stipend will be paid on or about November 15th each year.

ARTICLE 4 - CLOTHING ALLOWANCE

The Town agrees that all employees covered by this Agreement will be outfitted with protective and safety equipment deemed necessary for regular performance or selected duties at no cost to the employee. Regular performance equipment may include foul weather gear, mud boots, safety goggles, hard hats with liners, hearing protections, respirators and dust masks, and gloves. Selected duty equipment may include chain saw boots, chainsaw chaps, full-face shield protection, two-way radios, and road tools. These items will be signed for when received by employees and returned when an employee leaves employment with the Town. Replacement will be issued on an as needed basis.

A yearly clothing allowance in the amount of four hundred dollars (\$400.00) will be credited to each employee at the start of each fiscal year, in an account maintained by the Town for the purchase of work boots that meet ANSI standards, and for the purchase and replacement of appropriate and suitable work clothes.

ARTICLE 5 - DEFECTIVE EQUIPMENT

The Employer may not require employees to take out on the streets or highways any vehicle that is not in safe operating condition.

Any defect shall be mutually agreed to by both employee and management, after inspection.

Any disagreement may be subject to the grievance procedure.

ARTICLE 6 - STRIKES AND LOCKOUTS

All disputes between the parties must be settled in accordance with the Grievance Procedure set forth in this Agreement and there may be no strikes, slowdowns or cessation of work by the employees, or lockouts by the Employer during the term of this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute which may arise under the interpretation or application of this Agreement. Any grievances arising between the Town and the Union or an employee represented by the Union, must be settled in the following manner:

Step 1. The aggrieved employee(s) must present the grievances to the Steward or the Alternate within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except a ninety (90) day time limit applies in case of violation of wage provisions of this Agreement. The Steward or Alternate shall take up the grievance

with the Department Head within five (5) working days; the grievance must be in writing. If the Steward and the Department Head have not resolved the grievance within five (5) working days after the meeting between the grievant, Steward and the Department Head, the Steward shall submit such grievance in writing to the Union Business Representative.

Step 2. The Business Representative shall then take the matter up with the Town Manager, or his/her designee within ten (10) working days after such meeting, fifteen (15) working days if economic issues are involved. The Town Manager shall render a decision of the grievance.

If the Union is not satisfied with the decision of the Kittery Town Manager, then they may file a request with the Federal Mediation and Conciliation Service for arbitration of the grievance. The parties may elect to choose a mutually agreeable arbitrator.

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

Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party.

Section 2. The time limit for the processing of the grievances may be extended by written consent of both parties.

Section 3. All grievances must be initiated not later than thirty (30) days after the occurrence of the event if economic issues are involved.

ARTICLE 8 - DISCIPLINARY PROCEDURES

The Employer may adopt changes to departmental rules and/or work regarding discipline and/or work which will be posted during the duration of this Agreement.

All suspensions, demotions and discharges must be for just cause (including but not limited to violations of any rules adopted as provided above) and written notice of the reasons for suspension, demotion or discharge must be stated in writing, to the employee affected, within five (5) working days after the effective date of the action.

ARTICLE 9 - SENIORITY

Section 1. A seniority list must be established naming all the highway employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority is based upon the employee's last date of hire. Seniority, for the purpose of this Agreement, means length of continuous service only; is a major factor in all matters affecting layoff, recall and vacation preference, provided all other qualifications are equal.

Section 2.

- A. In the event it becomes necessary for the Town to lay off employees for any reason, employees in the impacted position category, Mechanic/Operator/Driver/Laborer (I and II), and Light Equipment Operator, shall be laid off in the inverse order of their seniority in the position. All affected employees must receive a two (2) calendar week advance notice of

layoff and the Town must meet with the affected employees prior to the actual occurrence of layoff. Employees are recalled from layoff according to their seniority. No new employees may be hired until all employees on layoff status have been afforded recall status.

- B. For a period of one (1) year after layoff, employees must be recalled from layoff according to seniority by certified mail, to the last known employee's address. It is the responsibility of laid off employees to furnish any change of address to the Employer for recall notices.

Section 3. The seniority list will be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the Department bulletin board. Corrections to the seniority list will be made within thirty (30) days after such posting. After such thirty (30) day period, the seniority list is deemed correct. An updated list will be made each year on July 1. A copy of the list will be sent to the Local Union No. 340 by the Union Steward.

ARTICLE 10 - DISCHARGE OR SUSPENSION

Section 1. The Employer retains the right to discharge or suspend any employee for just cause. In all cases involving the discharge or suspension of any employee, the Town shall immediately notify the employee in writing of his/her discharge or suspension and the reason therefor. Such notice will also be given to the Steward within forty-eight (48) hours from the time of the discharge or suspension.

Section 2. In respect to discharge or suspension, the Town shall give at least one (1) warning notice of the specific complaint against the employee in writing and a copy of the same to the Union and the Steward, except that no warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty, drunkenness or drinking and/or the use of non-prescribed drugs while on duty, or insubordination. The warning notice, as herein provided, may not remain in effect for a period of more than six (6) months from the date of the occurrence upon which the complaint and warning notice are based.

Section 3. Any employee discharged must be paid in full for wages owed him by The Town, including earned vacation pay, if any, within five (5) working days from the date of the discharge.

Section 4. A discharged or suspended employee must advise the Town and the Union in writing, within five (5) working days after receiving notification of such action against him/her of his/her desire to appeal the discharge or suspension. In such event, such grievance will then be handled in accordance with the grievance procedure set forth in this Agreement, starting with Step 2.

ARTICLE 11 - WAGES

Employees are to be placed on a pay scale according to years of service and move accordingly. When promoted to a higher classification, employee will keep same seniority step.

July, 1, 2017 (2 % increase)

Position	Start	12 Months	24 Months	36 Months	60 Months	120 Months
Driver/Laborer	\$17.24	\$17.82	\$18.40	\$19.01	\$19.68	\$20.36
Driver/Laborer II	\$18.06	\$18.89	\$19.50	\$20.10	\$20.79	\$21.44
Light Equip Operator	\$18.95	\$19.78	\$20.40	\$20.95	\$21.63	\$22.33
Mechanic Operator	\$22.03	\$23.04	\$23.51	\$24.11	\$24.69	\$25.31

July 1, 2018 (2.25% increase)

Position	Start	12 Months	24 Months	36 Months	60 Months	120 Months
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Driver/Laborer	\$17.63	\$18.22	\$18.81	\$19.44	\$20.12	\$20.82
Driver/Laborer II	\$18.47	\$19.32	\$19.94	\$20.56	\$21.26	\$21.92
Light Equip Operator	\$19.38	\$20.22	\$20.86	\$21.42	\$22.12	\$22.83
Mechanic Operator	\$22.53	\$23.56	\$24.04	\$24.65	\$25.25	\$25.88

July 1, 2019 (2.25% increase)

Position	Start	12 Months	24 Months	36 Months	60 Months	120 Months
Driver/Laborer	\$18.02	\$18.63	\$19.24	\$19.88	\$20.57	\$21.29
Driver/Laborer II	\$18.89	\$19.75	\$20.39	\$21.02	\$21.73	\$22.42
Light Equip Operator	\$19.81	\$20.68	\$21.33	\$21.90	\$22.62	\$23.34
Mechanic Operator	\$23.03	\$24.09	\$24.58	\$25.21	\$25.82	\$26.46

The last payroll period in April, employees will receive a twenty-dollar (\$20.00) bonus for each winter-related call-in during the previous November 15-April 15.

Employees who are not already in a supervisory position, assigned and working as Crew Chief will be paid an additional twenty dollars (\$20.00) per week.

The Mechanic will receive \$15.00 per week Crew Chief pay in FY2017, \$10.00 per week in FY2018 and \$0 in FY2019. All employees will receive one-time "call in" pay of \$80.00 per year.

During the effective period of this agreement, the annual salaries of employees must be paid weekly on Thursday through mandatory direct deposit to an approved financial institution.

ARTICLE 12 - PROBATIONARY PERIOD

All appointments are made in the first instance for a probationary period of six (6) months and all new employees work under the provisions of this Agreement within which time they may be dismissed without protest. If in specific cases an extension of the probationary period is desired, the Town shall notify the Union in writing and state the reason for requesting the extension. No probationary period or extension thereof may extend beyond twelve (12) months. Any employee working an extended probationary period will be entitled to the wage of a six (6) month employee.

ARTICLE 13 - RETIREMENT

Section 1. Employees are entitled to the current Maine Public Employees Retirement System (MainePERS) benefit, for which the employee will contribute the designated percent of gross wages.

Retirement benefit formulas at sixty (60) years of age are as follows:
 Membership Service - 1160th percent of service
 Prior Service - 1150th percent of service Retirement Allowance Elected
 Survivor Benefits Elected

A new employee with prior Maine Public Employees Retirement credit may have his/her prior retirement credited to the Town of Kittery Retirement Plan.

Employees, actively participating in MainePERS, may on a voluntary basis participate in the ICMA-RC in accordance with the Kittery Administrative Code, Chapter 2.20.160L.1&2. There is no employer match for voluntary participation in the ICMA plan.

Section 2. Effective July 1, 2001, the Town agreed to expand the coverage of the ICMA- RC 457 plan currently in effect. This plan will be available for current employees who are not enrolled in the Maine Public Employees Retirement System and any newly hired employee who wishes to enroll in the ICMA plan instead of the MainePERS plan. The Town will match the employee's contribution into the 457 plan, up to a maximum Town contribution of six percent (6%). The Town will make a contribution to either MainePERS or the ICMA plan, but not both.

ARTICLE 14 - UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Local Union as they see fit.

Neither party shall exert any pressure on, or discriminate against, any employee in regard to such matters. Accordingly, it is fair that each employee in the unit pays his/her own way and assumes his/her fair share of the obligations along with the grant of equal benefits contained in this Agreement. In this regard, thirty (30) days after the date of hire or effective date of this Agreement, whichever is later, employees will elect to accept the provisions of either Section 1 or 2 below:

1. All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union shall maintain their membership in good standing in the Union for the duration of this Agreement.
2. Any present or future employee who is not a member and does not want to be a member shall pay fair share fees as a contribution towards the administration of the Agreement in the amount equal to eighty (80%) percent of the current dues for the duration of this Agreement.

ARTICLE 15 - CHECK-OFF AUTHORIZATION

The Town shall deduct regular monthly dues (on a weekly basis) upon receipt of signed authorizations from members (copies of which are to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Union as to the amount for dues. The Town shall forward all such dues so collected to the Secretary-Treasurer of the Union before the tenth of the following month in which deductions were made. The Union shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this article. The Town shall also deduct fair share fees from employees who fail to sign an authorization within the thirty (30) day time period in Article 14.

ARTICLE 16 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

The Employer retains the full and unrestricted right to operate all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by the Agreement.

Any term and condition of employment, not specifically established or modified by this Agreement, remains solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 17 - MAINTENANCE OF STANDARDS

Section 1. Protection of Standards. The Employer agrees that all conditions of employment relating

to wages, hours or work, overtime differentials and general working conditions will be maintained at not less than the highest standards in effect at the time of the signing of the Agreement and that the conditions of employment will be improved wherever specific provisions for improvements are made elsewhere in this Agreement. It is agreed that the provisions of this Section do not apply to inadvertent or bona fide errors made by the Employer or the Union, in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error discovery. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement. Changes in wages, benefits, and working conditions are a subject of bargaining and will be negotiated with the bargaining unit.

Section 2. Extra Contract Agreements. The Employer agrees not to enter into any Agreement or Contract with the employees covered by this contract, individually or collectively. Any such agreement is null and void.

Section 3. Workweek Reduction. It is understood and agreed that, should it subsequently be determined that any employee comes under the provisions of the Fair Labor Standards Act or any similar legislation, then as to such employees, any provisions of this Agreement that do not comply with the requirements of said statutes are to be changed so that there is no violation of the statutes. If such changes result in substantial penalties to either the employees or the Employer, a written notice shall be sent to either party requesting negotiations to change such provision or provisions as are affected. Thereafter, the Union and the Employer shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution.

ARTICLE 18 - SUPERVISORY PERSONNEL

Supervisory personnel will not perform any work normally done by members of the bargaining unit except in an emergency, for purposes of training, or unless all unit members are working or unavailable for duty.

ARTICLE 19 - UNION ACTIVITIES

No discrimination because of Union Activities. Any employee member of the Union acting in any official capacity whatsoever will not be discriminated against for his or her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business nor will there be any discrimination against any employee because of Union membership or activities. Every effort will be made to schedule arbitrations, fact-finding, mediation sessions and negotiations during the steward's normal work hours.

ARTICLE 20 - ACCESS TO PREMISES

Authorized agents of the Union have access to the Employer's establishment during working hours for the purpose of adjusting disputes, and investigating working conditions, and provided, however, there is no interruption of the working schedule. Prior notification of the visit will be given to the Department Head.

ARTICLE 21 - STEWARDS

Section 1. The Town recognizes the right of the Union to designate a Steward and/or Alternate. The authority of the Steward or Alternate so designated by the Union is limited to, and may not exceed, the following duties and activities: the investigation and presentation of a grievance in accordance with the provisions of the collective bargaining Agreement.

Section 2. The Steward or the Alternate has no authority to take strike action or any other action interrupting the Town's business. The Employer recognizes these limitations upon the authority of the

Steward or Alternate and may not hold the Union liable for any unauthorized acts.

Section 3. The Steward is permitted to investigate and present grievances on or off the property of the Employer during regular working hours, but in no case, will such time exceed a total of two (2) hours per week for not more than one (1) representative.

No time off or leave of absence is permitted under this Article 21, unless the Commissioner of Public Works or Foreman determines there is sufficient manpower available for normal departmental operations.

It is understood and agreed that all employees have productive work to perform and will not leave their jobs during working hours to attend to Union matters, except as provided above.

ARTICLE 22 - IDENTIFICATION FEES

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement must be complied with by the employees. The cost of such personal identification will be borne by the Employer.

ARTICLE 23 - SEPARABILITY

If any provisions of this Agreement is contrary to any laws or a Town ordinance, such invalidity does not affect the validity of the remaining provisions of this Agreement.

ARTICLE 24 - NON-DISCRIMINATION

Section 1. The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, sexual orientation or national origin.

Section 2. The Town and the Union agree that there will be no discrimination by the Town or the Union against any employee because of any employee's lawful activity and/or support of the Union.

Section 3. The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 25 – HOLIDAYS

The following holidays are paid holidays for all employees covered by this Agreement:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Patriot's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day

10. Thanksgiving Day
11. Christmas Day
12. Personal Day *
13. Personal Day * (after successful completion of probationary period)

Should any employee of the Town receive holiday pay for any days or portion of a day, in addition to the twelve (12) days prescribed, then the additional holiday pay will apply to all employees. The above language does not apply to bonafide additional holidays agreed to in other collective bargaining agreements, but rather when the Town grants additional special paid holiday time off in addition to those found in various contracts with other Town employees.

*With the approval of the Department Head, employees are eligible to take their personal day. The personal day must be taken during the year earned. Personal days may be taken in half or full day increments. All employees with "banked" personal days are grandfathered and such time is not be forfeited.

ARTICLE 26 - HOLIDAY PAY

Employees who work on an observed holiday will be paid holiday pay plus time at the rate of one and one-half (1 ½) times for all hours worked.

ARTICLE 27 – HEALTH INSURANCE

Section 1. The Town shall contribute to the Northern New England Benefit Trust Health and Welfare Fund ("NNEBT"), or its actuarial equivalent (equivalency is subject to mutual agreement), eighty-five (85%) percent (for grandfathered employees, the town shall contribute four (4%) percent more) of the total premium for family, two person or single coverage per month, payable at the office of NNEBT monthly on the fifth day of the month following the month in which due. The employees shall contribute the remaining fifteen (15%) percent month through weekly payroll deductions. In years 2 and 3 of this Agreement, any premium increases from Northern New England Benefit Trust of more than two (2%) percent shall be shared equally between the Town and the employee. (Example: 3% increase to the policy would result in 2% being affected by the 85/15, 1% is split equally.) The above listed Town contribution represents the Town's maximum percentage payment, and the employee's maximum percentage payment is twenty (20%) percent. The Town is responsible for remitting the employer and employee shares of the premium on a monthly basis to the Trust. In addition, Northern New England Benefit Trust shall endeavor to offer multiple plan designs for the employees' option within the term of this Agreement.

The liability of the Town will not exceed the above amounts together with any and all delinquency and interest charges.

The Town agrees that its Agreement hereunder constitutes an obligation for the sums herein provided directly to NNEBT, and further that the Town will be bound by the terms and provisions of the Trust Indenture of NNEBT and any and all amendments thereto, as well as applicable rules and regulations from time to time promulgated by the Trustees thereto.

The Town is not responsible for the administration of the Plan and is held harmless for any claims made against Northern New England Benefit Trust.

Section 2. The Town agrees to provide the employees with the opportunity to participate in a Flexible Spending Account (FSA) under Section 125 of the IRS rules, which will include the employee-paid portion of the qualified insurance programs. The Town will contract with a professional firm to provide the administration for the FSA.

Section 3. Disability, life, and accidental death and dismemberment insurance will be provided by the Town for all full-time employees. The Town shall assume the cost for all full-time employees. Primarily, the plan will provide for fifty-two (52) weeks of benefits commencing on the thirty-first (31st) day following an accident or sickness. An additional life insurance benefit equal to the employee's annual salary rounded to the next highest \$1,000 is available at the employee's expense.

Section 4. In order for the employees to qualify for the retiree health, they must pay the proper amount as listed in Appendix A. The Town agrees to allow the employee to make weekly payments for to up five years. If an employee retires before the balance is paid, he/she may use any vacation or sick time due him/her upon separation to pay the balance.

The Town will pay the monthly health insurance premium of the insurance plan, in effect for the regular employees covered by this Collective Bargaining Agreement, for the single person level of coverage for any unit member who retires from the Town of Kittery, having worked for the Town of Kittery for a minimum of fifteen (15) years and having met the age and/or years of service requirements contained in the MainePERS policy currently in effect for that particular employee. Should the retiree choose to elevate the health insurance coverage level to a two-person coverage plan or family coverage plan, the retiree will be responsible for any additional premiums owed to the insurance provider. The additional payments will be made to the Town on a monthly basis. The Town will forward all required payments to the insurance carrier on behalf of the retiree. Upon reaching the age of eligibility for Medicare, the employee's health insurance plan will be converted the Medex 2 supplement plan through Northern New England Benefit Trust (NNEBT), or a comparable plan. The Town shall contribute seventy (70%) percent of the total premium for the Medex 2 supplement plan through Northern New England Benefit Trust (NNEBT), or a comparable plan. Any additional premiums required for spousal conversion to a companion plan are the responsibility of the retiree.

In the event that it becomes necessary to change insurance providers, the Town will ensure that there is no lapse of coverage of the retiree, and that the new coverage level will be comparable to the existing level of coverage.

The fifteen (15) year minimum service requirement applies only to any employee hired after May 1, 2004.

ARTICLE 28 - SOCIAL SECURITY

Section 1. The Town agrees to pay its required Social Security premiums in accordance with provisions of the Agreement between State Agency and Political Subdivisions of the State of Maine for the purpose of extending Social Security benefits to the employees of such Political Subdivision and its subsequent amendments, which Agreement was entered into between the Maine State Retirement System and the Town in 1952.

ARTICLE 29 – WORKPLACE INJURY

Section 1. The Town shall provide Workers' Compensation coverage as required by State Statute. The Town agrees to pay its share, plus the employee's share, of Maine Public Employees Retirement System (MainePERS) for as long as the employee remains out of work due to the work-related injury/illness. If an employee returns to work on a partial basis, the employer's share of MainePERS will be prorated. If the injury or illness qualifies as FMLA, the employee will be notified they are being placed on FMLA. Employees may use their accrued earned time to offset the difference between their workers' compensation benefit and their weekly wage in order to make themselves whole. This includes any waiting period that may exist under the Maine Workers' Compensation Statute.

ARTICLE 30 - BULLETIN BOARDS

The Town agrees to provide suitable space for and maintain a bulletin board in the garage. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 31 - SEPARATION OF EMPLOYMENT

Upon separation of employment, the Employer shall pay the employee all monies accrued including vacation to the employee on the payday in the week following such separation. Payment for accrued and unused sick leave is in accordance with Article 35.

ARTICLE 32 - RESERVE SERVICE LEAVE

Section 1. Leaves of absence will be granted to employees who are active in the National Guard, or a branch of the Armed Forces Reserve, for the purpose of fulfilling their training obligations and/or responding to any civil disorder. Written notification for leaves of absence for such purposes will be made to the Town Manager as soon as possible after the employee's receipt of orders.

Section 2. If an employee is granted a leave of absence for the purposes herein set forth and if his/her daily rate of compensation for such government service is less than the gross daily rate that he/she would have earned had he/she been providing service to the Employer, then the Town shall pay the employee the difference between the pay rates.

Section 3. The employee, utilizing reserve leave, shall furnish the Town with an official statement of reserve service pay received and reserve service time served.

Section 4. For the purpose of this section, the phrase "daily rate of compensation" is defined as the employee's normal, daily straight-time rate of pay, and does not include overtime or call-in time.

ARTICLE 33 - MILITARY LEAVE

The Town agrees to provide all benefits as required by the Selective Service and Training Act and any other applicable laws then in effect.

ARTICLE 34 - LEAVE WITHOUT PAY

A regular employee may be granted leave of absence without pay when mutually agreed to by the Town Manager and the employee(s) and that it will not disrupt the normal operation of the Department and not in excess of sixty (60) days. The employee is expected to return to work upon the expiration of a granted leave or to have arranged an extension of the leave prior to its expiration. Failure on the part of the employee to return to work on the expiration of a granted leave without having arranged for an extension of leave is deemed a resignation from the service.

ARTICLE 35 - BEREAVEMENT LEAVE

An employee shall be excused from work for up to five (5) days because of death in his or her immediate family, as defined below, and be paid his or her regular rate of pay for the scheduled hours missed. Not more than eight (8) hours per day will be paid under this Article. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral.

Immediate family means spouse, parents, domestic partner, step-parents, children, step-children, brother, sister, mother-in-law, and father-in-law.

Up to three (3) days of leave may be granted for the death of other relatives upon approval of the Town Manager.

ARTICLE 36 - SICK LEAVE

Section 1. Sick leave is accumulated at the rate of one (1) day per month to a maximum of one hundred fifty (150) days; said accumulation could be applied to retirement, as permitted by the Maine Employees Public Retirement System. The remaining days will be given as early retirement. At the end of the calendar year (December 31), all sick leave over one hundred fifty (150) days will be given back and the Town will pay fifty (50%) percent of the face value, at the employee's normal rate of pay for the days that were given back. For employees hired after July 1, 2014, there will be no sick leave buy back.

Section 2. Employees who retire, or resign, from the Town (after a minimum of ten [10] years of continuous service) and who have accrued vacation and sick leave time to their credit at the time of such separation or retirement, or resignation, are paid the wages equivalent to the vacation and sick leave. Sick leave payment is made only when separation is in good standing. For employees hired after July 1, 2014, there will be no sick leave payout.

Section 3. Qualified employees are eligible for paid, sick leave from and to the extent of their unused, accumulated, paid, sick leave credits in the following situations:

- A. When it is established to the Town's satisfaction that the employee is incapacitated and cannot safely perform the employee's duties due to sickness, pregnancy, or injury.
- B. When it is established that, due to exposure to a contagious disease, the health of others would be affected by attendance at work. A physician's statement recommending absence from work is required.
- C. When it is established that an illness exists in the immediate family of the employee, and then for such periods as the attendance of the employee is necessary. The term immediate family is defined as spouse, domestic partner, children, grandchildren, parents, mother-in-law, and father-in-law, domiciled with the employee. In addition, immediate family also includes other relatives domiciled with the employee.

Employees will be allowed to utilize up to forty (40) hours of sick time to care for their spouse, parents or children, who are not domiciled with the employee.

Section 4. If an employee is absent for more than three (3) consecutive days, or in cases of suspected abuse, the Employer may require medical proof for said sick leave, in which case the employee involved may be required to provide a written statement from his/her physician certifying the necessity for said absence, and the ability of the employee to return to work and perform the required functions of the employee's duties. Should the Employer require a medical statement, the Employer shall pay the portion of the cost for the visit which is not covered by medical insurance.

Section 5. In order to qualify for sick leave payments, an employee must notify his/her Department Head, or, in the Department Head's absence, the Department Head's designee, not later than the employee's normal starting time, on the first day of the absence. In addition to the above, the employee, if absent three (3) or more consecutive days, is required to provide a physician's statement, and will notify his/her department head when his/her physician has cleared him/her to return to work.

Section 6. No employee may be reimbursed for sick leave outstanding if the employee is discharged by the Town.

Section 7. Whenever sick leave payments are made under this article, the amount of such payments/hours will be deducted from the employee's unused, accumulated sick leave. Sick leave used to care for an "immediate family" member will be charged in a minimum of two (2) hour increments for periods of absence less than two (2) hours.

Section 8. Sick leave will be granted for maternity to the extent of the individual employee's disability and to a maximum of the individual employee's accumulated sick leave. Maternity includes pregnancy, miscarriage, and abortion. This includes the periods before and after such events.

Section 9. In the event the employee is temporarily disabled to the extent that the employee is unable to perform all of the duties and functions normally required of the employee, the Town Manager may approve the employee's returning to work on a limited duty basis. It is understood and agreed that the Town Manager has the sole and complete discretion and authority to determine the number of employees who may be allowed to work on a limited duty basis, if any, and the duration thereof.

Section 10. Falsification of evidence in substantiating sick leave is cause for disciplinary action.

Section 11. In the event of the death of an employee with more than ten (10) years of service, the Town shall pay to the employee one hundred (100%) percent of accumulated and unused sick leave. For employees hired after July 1, 2014, there will be no sick leave buy back.

Section 12. Nothing in this section constrains an arbitrator or the parties from crafting a settlement related to a grievance under which sick time is paid to an employee following the cessation of his/her employment.

ARTICLE 37 - VACATIONS

Section 1. Entitlement to vacations under this article is determined as of the employee's anniversary date of each year.

- A1. Employees will receive five (5) days of vacation upon completion of probationary period, and an additional five (5) days of vacation upon completion of one (1) year of continuous service.
- A2. Employees, who have completed one (1) year of currently continuous service, but less than five (5) years, shall receive ten (10) days of annual vacation leave.
- A3. Employees, who have completed five (5) years of currently continuous service, but less than ten (10) years, receive fifteen (15) days of annual vacation leave.
- A4. Employees, who have completed ten (10) years of currently continuous service, but less than twenty (20) years, receive twenty (20) days of annual vacation leave.
- A5. Employees, who have completed twenty (20) years or more of currently continuous service, receive twenty-five (25) days of annual vacation leave.
- B. Town employees do not receive extra pay in lieu of taking a vacation.

Section 2.

- A. Entitlement to vacations under this Section is determined as of the employee's anniversary date of each year. Vacation is granted employees according to seniority in the Department. The vacation year is from January 1 to December 31.
- B. For seniority entitlement under this Section, employees must sign up for vacation prior to April 1st.

Section 3. In the event of dismissal of an employee for cause, or if an employee voluntarily leaves his/her employment, said employee is entitled to vacation pay for all unused vacation earned in the preceding anniversary year, but is not entitled to pro-rated vacation credits earned in the anniversary year in which the employee is dismissed or voluntarily leaves.

Employees, who are separated in good standing or retire from the Town or die, and who have accrued vacation time to their credit at the time of such separation or retirement, or death, will be paid the wages equivalent to the accrued vacation.

ARTICLE 38 - CALL BACK TIME

An employee, called back to work, receives a minimum of four (4) hours pay at one and one-half (1 ½) times the normal rate of pay for the work for which they are called back. In the event that the employee called back works in excess of three (4) hours, said hours will be paid at one and one-half (1 ½) times the normal rate.

ARTICLE 39 - LONGEVITY

- 1) Two (2%) percent after four (4) years of service.
- 2) Two (2%) percent after eight (8) years of service.
- 3) Two (2%) percent after twelve (12) years of service.
- 4) Two (2%) percent after sixteen (16) years of service.
- 5) Two (2%) percent after twenty (20) years of service.
- 6) Two (2%) percent after twenty-four (24) years of service.
- 7) Two (2%) percent after twenty-eight (28) years of service

ARTICLE 40 - COFFEE BREAKS

The Town will provide for two (2) fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon. The times and other conditions under which the coffee breaks are to be taken will be as directed by management.

ARTICLE 41 - WORKING OUT OF CLASSIFICATION

Employees, who perform appropriately documented work in a higher classification for over one (1) hour, will be compensated for at the higher classification rate. No work performed as a "helper" to an individual, who is employed in a higher classification than the helper, is to be considered as work in a higher classification.

ARTICLE 42 - FORT FOSTER PASSES

The Town of Kittery will provide the Highway Department employees one (1) annual free pass to Fort Foster.

ARTICLE 43 – PERSONNEL FILE

Personnel files are available to employees upon request. The Employer shall provide a copy of the requested personnel file within three (3) business days of request. All discipline, written warnings and reprimands will be placed in the personnel file. An employee may submit a letter disputing any warning notice, verbal or written, and have said letter placed in their personnel file.

ARTICLE 44 - DURATION OF AGREEMENT

Section 1. This Agreement is effective as of July 1, 2017, and it remains in full force and effect until June 30, 2020. It is automatically renewed from year to year thereafter unless either party notifies the other, in writing, one hundred and twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations begin no later than sixty (60) days prior to the anniversary date. This Agreement remains in full force during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the desired termination date, which may not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of _____, 2017 to be effective as of July 1, 2017.

Town of Kittery

Teamsters Local Union No. 340
affiliated with the International
Brotherhood of Teamsters

TOWN OF KITTEERY
POLICY ON TREASURER'S DISBURSEMENT WARRANTS
FOR MUNICIPAL EMPLOYEE WAGES & BENEFITS

Purpose: This policy allows designated municipal officers, acting on behalf of the full board of municipal officers, to review, approve, and sign municipal treasurer's disbursement warrants for wages and benefits only.

This policy is in addition to, not in lieu of, majority power. Nothing in this policy is intended to replace the authority of the full board of municipal officers, acting by majority vote, to act on any treasurer's warrant, including warrants for wages and benefits.

Delegation of Authority: Pursuant to Title 30-A, M.R.S., Section 5603(2)(A), the following authority is granted with respect to treasurer's disbursement warrants for municipal employee wages and benefits only.

Current municipal officers: The municipal officers in office at the time of execution of this policy are: Gary Beers; Frank L. Dennett; Jeffrey Thomson; Matthew Brock; Kenneth Lemont; Jeffery Pelletier and Charles Denault. During weeks when no regular Council meeting is held, either **Jeffrey Thomson** or **Kenneth Lemont** or **Jeffrey Pelletier**, acting alone may review, approve, and sign such warrants.

Effective Date: This policy becomes effective on the date indicated below.

Copies: The Chair of the municipal officers will furnish copies of this policy to the municipal clerk and municipal treasurer. If the clerk and treasurer are the same person, a copy shall nonetheless be provided to that person in each capacity.

Lapse: **This policy lapses November 30, 2018, if not sooner amended or canceled.**

Renewal: This policy shall be renewed annually, in November after municipal elections. Thereafter, it may be amended at any time.

Reminder: If the municipal treasurer is an appointed official, the treasurer shall remind the municipal officers to consider renewing this policy annually before it lapses. If the municipal treasurer is an elected official, the treasurer is requested to provide such an annual reminder.

Original: The Chair of the municipal officers will maintain the original of this policy on file unless the municipal clerk is an appointed official, in which case the clerk shall maintain it on file, if requested to do so by the Chair.

Dated: November 27, 2017:

MUNICIPAL OFFICERS:

_____	_____
_____	_____
_____	_____
_____	_____

TOWN OF KITTERY
POLICY ON TREASURER'S DISBURSEMENT WARRANTS
FOR MUNICIPAL EXPENSES

Purpose: This policy allows designated municipal officers, acting on behalf of the full board of municipal officers, to review, approve, and sign municipal treasurer's disbursement warrants for municipal expenses.

This policy is in addition to, not in lieu of, majority power. Nothing in this policy is intended to replace the authority of the full board of municipal officers, acting by majority vote, to act on any treasurer's warrant.

Delegation of Authority: Pursuant to Title 30-A, M.R.S., Section 5603(2) (A), the following authority is granted with respect to treasurer's disbursement warrants for municipal expenses.

Current municipal officers: The municipal officers in office at the time of execution of this policy are: Gary Beers; Frank L. Dennett; Jeffrey Thomson; Matthew Brock; Kenneth Lemont; Jeffrey Pelletier and Charles Denault. During weeks when no regular Council meeting is held, either **Gary Beers** or **Charles Denault** or **Kenneth Lemont** acting alone may review, approve, and sign such warrants.

Effective Date: This policy becomes effective on the date indicated below.

Copies: The Chair of the municipal officers will furnish copies of this policy to the municipal clerk and municipal treasurer. If the clerk and treasurer are the same person, a copy shall nonetheless be provided to that person in each capacity.

Lapse: **This policy lapses November 30, 2018, if not sooner amended or canceled.**

Renewal: This policy shall be renewed annually, in November after municipal elections. Thereafter, it may be amended at any time.

Reminder: If the municipal treasurer is an appointed official, the treasurer shall remind the municipal officers to consider renewing this policy annually before it lapses. If the municipal treasurer is an elected official, the treasurer is requested to provide such an annual reminder.

Original: The Chair of the municipal officers will maintain the original of this policy on file unless the municipal clerk is an appointed official, in which case the clerk shall maintain it on file, if requested to do so by the Chair.

Dated: November 27, 2017:

MUNICIPAL OFFICERS:

_____	_____
_____	_____
_____	_____
_____	_____

**TOWN OF KITTEERY
POLICY ON GENERAL DISBURSEMENT WARRANTS
FOR EDUCATIONAL EXPENSES**

Purpose: This policy allows designated municipal officers, acting on behalf of the full board of municipal officers, to review, approve, and sign School Disbursement Warrants for educational expenses.

This policy is in addition to, not in lieu of, majority power. Nothing in this policy is intended to replace the authority of the full board of municipal officers, acting by majority vote, to act on any treasurer's warrant.

Delegation of Authority: Pursuant to Title 30-A, M.R.S., Section 5603(2)(A), the following authority is granted with respect to the general disbursement warrants for educational expenses.

Current municipal officers: The members in office at the time of execution of this policy are: Gary Beers, Frank L. Dennett; Jeffrey Thomson; Matthew Brock; Kenneth Lemont; Jeffrey Pelletier and Charles Denault. During the weeks when either no regular Council meeting is held or the Council meeting is held on a Wednesday evening because of a Monday holiday, either **Jeffrey Pelletier** or **Jeffrey Thomson** or **Matthew Brock**, acting alone may review, approve and sign the general disbursement warrants for educational expenses, having been duly approved, and signed, by the Superintendent of Schools and a majority of the members of the School Committee.

Effective Date: This policy becomes effective on the date indicated below.

Copies: The Chair of the Municipal Officers will furnish copies of this policy to the municipal clerk and municipal treasurer. If the clerk and treasurer are the same person, a copy shall nonetheless be provided to that person in each capacity.

Lapse: **This policy lapses November 30, 2018, if not sooner amended or canceled.**

Renewal: This policy shall be renewed annually, in November after municipal elections. Thereafter, it may be amended at any time.

Reminder: If the municipal treasurer is an appointed official, the treasurer shall remind the municipal officers to consider renewing this policy annually before it lapses. If the municipal treasurer is an elected official, the treasurer is requested to provide such an annual reminder.

Original: The Chair of the Municipal Officers will maintain the original of this policy on file unless the municipal clerk is an appointed official, in which case the clerk shall maintain it on file, if requested to do so by the Chair.

Dated: November 27, 2017:

MUNICIPAL OFFICERS:

_____	_____
_____	_____
_____	_____
_____	_____

Kittery

School District

Truth & Knowledge

*Horace Mitchell Primary School
Shapleigh School
R.W. Traip Academy*

200 Rogers Road
Kittery, Maine 03904
Fax (207) 439-5407
www.kitteryschools.com

Eric F. Waddell
Superintendent of Schools
ewaddell@kitteryschools.com
(207) 475-1334

Marilyn P. Woodside
*Director of Curriculum &
Instruction/Tech. Director*
mwoodside@kitteryschools.com
(207) 475-1335

Jane E. Durgin
Director of Special Services
jdurgin@kitteryschools.com
(207) 475-1331

Jennifer Hall
Business Manager
jhall@kitteryschools.com
(207) 475-1327

Lauren A. Lawson
Human Resources
llawson@kitteryschools.com
(207) 475-1338

TO: Maryann Place, Town Clerk

FROM: Eric Waddell, Superintendent



DATE: November 22, 2017

The Kittery School Committee appointed the following to sign warrants for School Employee Wages and Benefits at their November 21, 2107 meeting:

Julie Dow, Primary Signer
Kim Bedard, Alternate #1
Jonathan Rivers, Alternate #2

TOWN OF KITTERY
SCHOOL DEPARTMENT'S POLICY ON DISBURSEMENT WARRANTS
FOR SCHOOL EMPLOYEE WAGES AND BENEFITS

Purpose: This policy allows designated School Committee members, acting on behalf of the full School Committee, to review, approve, and sign School Department disbursement warrants for wages and benefits only.

This policy is in addition to, not in lieu of, majority power. Nothing in this policy is intended to replace the authority of the full School Committee, acting by majority vote, to act on any treasurer's warrant, including warrants for wages and benefits.

Delegation of Authority: Pursuant to Title 30-A, M.R.S., Section 5603(2)(A)(2), the following authority is granted with respect to disbursement warrants for School employee wages and benefits only.

Current School Committee members: The members in office at the time of execution of this policy are: Kimberly Bedard; Julie D. Dow; Ann Gilbert; Jonathan Rivers, Rhonda Pomerleau; Danielle Hoffman and Nicholas Chalupa. **Julie Dow** will be the primary School Committee member who will review, approve and sign such warrants, with **Kimberly Bedard** as alternate in the absence of Julie Dow. In the absence of both Julie Dow and Kimberly Bedard, **Jonathan Rivers** will be the alternate who will review, approve and sign such warrants.

Effective Date: This policy becomes effective on the date indicated below.

Copies: The Chair of the School Committee will furnish copies of this policy to the municipal clerk and municipal treasurer. If the clerk and treasurer are the same person, a copy shall nonetheless be provided to that person in each capacity.

Lapse: **This policy lapses November 30, 2018, if not sooner amended or canceled.**

Renewal: This policy may be renewed at any time before its lapse. Thereafter, it may be readopted at any time. Any renewal is valid for one year from its effective date, unless a sooner date of expiration is specified.

Reminder: If the municipal treasurer is an appointed official, the treasurer shall remind the municipal officers and School Committee to consider renewing this policy annually before it lapses. If the municipal treasurer is an elected official, the treasurer is requested to provide such an annual reminder.

Original: The Chair of the School Committee will maintain the original of this policy on file unless the municipal clerk is an appointed official, in which case the clerk shall maintain it on file, if requested to do so by the Chair.

Dated: November 27, 2017:

MUNICIPAL OFFICERS:

_____	_____
_____	_____
_____	_____
_____	_____

Maryann Place

From: vtsdmailer@vt-s.net on behalf of Contact form at Kittery ME <vtsdmailer@vt-s.net>
Sent: Monday, November 20, 2017 7:44 PM
To: Maryann Place
Subject: [Kittery ME] Christmas Eve Service road signs (Sent by Greg Lull, glull@comcast.net)
Attachments: screen_shot_2017-11-20_at_7.43.26_pm.png

Hello mplace,

Greg Lull (glull@comcast.net) has sent you a message via your contact form (<https://www.kitteryme.gov/user/29/contact>) at Kittery ME.

If you don't want to receive such e-mails, you can change your settings at <https://www.kitteryme.gov/user/29/edit>.

Message:

Hi Maryann,

I am the pastor of the First Christian Church at Kittery Point. Jeff Thompson told me I should start with you and Kendra in the process of getting permission for signage advertising our Christmas Eve service. The process, as he described it is:

Purpose - We would like to post 20 signs at high traffic locations that would read simply, "www.KitteryXmasEve.net" - Those logging on to the website would be informed of the time and place of the Christmas Eve service and be given a link to register their attendance.

Locations - would include the Kittery Traffic Circle (2), near the off ramps to I-95 and 236 (2), Badger's Island coming from the Memorial Bridge to Kittery (2), entrances to the Navy Yard (2, one at each), corner of Rt. 236 and Crockett's Neck Road (2), corner Rt. 1 and Haley Rd. (2), intersection of Haley Road and 236 (2) - 6 at private locations (with permission).

Time Frame - We would put them up Sunday, 12/10 and take them down Tuesday, 12/26.

Thanks for including this on Monday's agenda. Let me know if you need any more information.

Greg Lull - 603-731-6883

REPORT to the KITTERY TOWN COUNCIL – Amendment to the Town’s Land Use Code

1 **RESPONSIBLE INDIVIDUAL:** Councilor Charles Denault

2

3 **Date:** 11/21/2017

4

5 **Subject:** Amendment to the Kittery Town’s Land Use Code (See Attached and Below)

6

7 **Background**

8

9 The proposed amendment to the Town’s Land Use Code would allow for a Large Inn in the Kittery
10 Foreside. Currently the code does not allow for a proposed 30-room inn. The Kittery Planning Board
11 has been working with the applicant regarding this proposal for several months.

12

13 It has gone back and forth with many changes either recommended by the Planning Board or
14 stipulated by the applicant. Recently the Planning Board voted on a motion to send it to the Town
15 Council with a recommendation. Six members were present. The vote was three in the affirmative
16 and three against. Since it was a tied vote, the motion to send it to the Council with an affirmative
17 recommendation failed.

18

19 **Current Situation**

20

21 The Foreside area is a classic “mixed use” use zone. As stated by the applicant, “The availability of
22 such an inn would dovetail perfectly both with what is actually happening in the Foreside area (i.e.,
23 fabulous restaurants, retail, etc.) and the Town’s aspirational goals for that zone.”

24

25 Currently the Code states:

26 1. Dwelling units in single-family, duplex, and multifamily configurations and units in a mixed-use
27 building up to twelve (12) dwelling units per lot, but excluding mobile homes;

28

29 **Proposed Solution / Recommendation**

30

31 See proposed changes to the Ordinance.

32 Ref: Part 1: Amending Section 16.2.2 – Definitions

33 Ref: Part 2: Amending Section 16.3.2.15.B – Mixed Use – Kittery Foreside, Permitted Uses, Ref: Part

34 3: Amending Section 16.3.2.15.C Mixed Use – Kittery Foreside, Special Exception Uses

35 Ref: Part 4: Amending Section 16.3.2.15.E. Mixed Use – Kittery Foreside, Special Parking Standards,

36 Ref: Part 5: Adding Section 16.3.2.15.F Mixed Use – Kittery Foreside, Special Exception Standards for
37 Inns Containing at Least Twelve (12) But No More Than Thirty (30) Guest Rooms,

38

39 **Attachments:**

40 1. Proposed Amendments to Chapter 16 of the Code of the Town of Kittery

41 2. Memo from the Applicant

42

1 **Proposed Amendments to Chapter 16 of the Code of the Town of Kittery**

2 **Part 1: Amending Section 16.2.2 – Definitions**

3 Inn means a commercial place of lodging which contains a dwelling unit occupied by an owner or resident
4 manager, which has twelve (12) or fewer guest rooms, and may include a restaurant which also serves
5 nonguests. Rentals to the same party for more than twelve (12) weeks in a calendar year are prohibited.
6

7 Inn, (Small) means a commercial place of lodging with a manager on call 24 hours per day/7 days per
8 week, which has twelve (12) or fewer guest rooms, and may include a restaurant which also serves
9 nonguests. Rentals to the same party for more than twelve (12) weeks in a calendar year are prohibited.
10

11 Inn, (Large) means a commercial place of lodging with a manager on call 24 hours per day/7 days per
12 week, which has more than thirteen (13) but no more than thirty (30) guest rooms, and may include a
13 restaurant which also serves nonguests. Rentals to the same party for more than twelve (12) weeks in a
14 calendar year are prohibited.
15

16 **Part 2: Amending Section 16.3.2.15.B – Mixed Use – Kittery Foreside, Permitted Uses**

17 **B. Permitted Uses.**

18 1. Dwelling units in single-family, duplex, and multifamily configurations and units in a mixed-use
19 building up to twelve (12) dwelling units per lot, but excluding mobile homes;

20 2. Public open space recreational uses;

21 3. School (including nursery school), hospital, eldercare facility, long-term nursing care facility,
22 convalescent care facility, municipal or state building or use, church; or any other institution of
23 educational, religious, philanthropic, fraternal, political, or social nature.;

24 4. Accessory uses including home occupation and church rectory;

25 5. Retail business and service establishments excluding those where the principal activity
26 entails outdoor sales and/or storage;

27 6. Business and professional offices, including financial institutions;

28 7. Shuttle service and ride sharing facilities;

29 8. Restaurant, coffee shop, bakery, cafes and similar food service operations but excluding
30 drive-in facilities;

31 9. Art studio or gallery;

32 10. Grocery store, food store;

33 11. Personal and/or business service;

34 12. Inn (Large) containing thirteen (13) but no more than thirty (30) guest rooms or (Small)
35 containing twelve (12) or fewer guest rooms;

36
37 ~~13. Commercial or private parking lots;~~

38 13. Marinas;

39 14. Commercial boating and fishing uses and facilities, provided only incidental cleaning and
40 cooking of seafood occur at the site;

41 15. Place of assembly, including theater;

42 16. Temporary, intra-family dwelling unit;

43 17. Accessory dwelling units; and

44 49 18. Specialty food and/or beverage facility.

45 **Part 3: Amending Section 16.3.2.15.C Mixed Use – Kittery Foreside, Special Exception**
46 **Uses,**

47 **C. Special Exception Uses.**

48 1. Research and development;

49 2. Public utility facilities, including substations, pumping stations, and sewage treatment
50 facilities;

51 3. Inn, (Large) containing thirteen (13) but no more than thirty (30) guest rooms;

52 4. Commercial or private parking lots.

53 **Part 4: Amending Section 16.3.2.15.E. Mixed Use – Kittery Foreside, Special Parking**
54 **Standards**

55 **E. Special Parking Standards.**

56 The Kittery Foreside zone is already largely built up and many buildings either completely or
57 almost completely cover the lot on which they are located. Therefore, it is not possible to comply
58 with parking standards which would otherwise be required for open land. To encourage the
59 reuse of existing structures as far as practical, the Town establishes special parking standards
60 and conditions within the zone.

61 1. Revised Off-Street Parking Standards.

62 Insofar as practical, parking requirements are to be met on-site unless an existing building
63 covers so much of the lot as to make the provision of parking impractical in whole or in part. If
64 meeting the parking requirements is not practical, then the parking demand may be satisfied off-
65 site or through joint use agreements as specified herein.

66 Notwithstanding the off-street parking requirements in Article IX of Chapter 16.8, minimum
67 parking requirements for the uses below are modified as specified herein:

68 a. Dwelling units in buildings that existed as of April 1, 2005 including the replacement of units
69 destroyed by accidental or natural causes regardless of how configured: one parking space per
70 dwelling unit;

71 b. Dwelling units in new buildings including the replacement of existing buildings other than the
72 replacement of units destroyed by accidental or natural causes: one and one-half parking
73 spaces per dwelling unit;

74 c. Retail, business office, or bank facilities: one parking space for each four hundred (400)
75 square feet of gross floor area;

76 d. Professional office: one parking space for each three hundred (300) square feet of gross floor
77 area;

78 e. Inn: one parking space for each guest room;

79 f. Church: None required, if primary use occurs on weekends;

80 g. Restaurants: one parking space for each one hundred (100) square feet of gross floor area
81 used by the public.

82 **NOTE:** For each use in the zone, the total parking demand is calculated using the standards

83 above or in Section 16.8.9.4 if not modified above. Then each nonresidential use is exempt from
84 providing off-street parking for the first three required spaces. For uses requiring a demand of
85 greater than three, then the off-street parking is to be provided on-site and/or in accordance with
86 subsections (E)(2) and (3) of this Section.

87 2. Maximum Parking on New Impervious Surface.

88 Not more than one and one-half parking spaces per dwelling unit may be created on new
89 impervious surface in conjunction with the construction of a new or replacement building. This
90 restriction does not apply to parking spaces located within the same building with the dwelling
91 units, to spaces located on pre-existing impervious surface, or to spaces located on a pervious
92 surface such as parking pavers designed to allow infiltration of precipitation.

93 3. Off-Site Parking.

94 Required off-street parking may be satisfied at off-site locations provided such parking is on
95 other property owned by the applicant or is under the terms of a contractual agreement that will
96 ensure such parking remains available for the uses served. Applicant must present evidence of
97 a parking location and a contractual agreement to the Town Board or officer with jurisdiction to
98 review and approve.

99 4. Joint Use Parking.

100 Required off-street parking may also be satisfied by the joint use of parking space by two or
101 more uses if the applicant can show that parking demand is non-conflicting and will reasonably
102 provide adequate parking for the multiple uses without parking overflowing into undesignated
103 areas. Non-conflicting periods may consist of day time as opposed to evening hours of
104 operation or weekday as opposed to weekends or seasonal variation in parking demand. In
105 making this determination under development plan review, the Planning Board is to consider the
106 following factors:

107 a. Such joint parking areas must be held under ownership of the applicant or under terms of a
108 contractual agreement that ensures such parking remains available to all users of the shared
109 parking spaces;

110 b. Analysis is to be based on a most frequent basis, not a "worst case" scenario;

111 c. Joint use parking areas must be located within reasonable distance to the use served, but do
112 not need to be located on the same lot as the uses served;

113 d. Ease and safety of pedestrian access to shared parking by the users served, including any
114 improvements or shuttle service necessary;

115 e. Such joint parking areas must not be located in residential zones of the Town.

116 The Planning Board must make a final determination of the joint use and/or off-site parking
117 spaces that constitute an acceptable combination of spaces to meet the required parking
118 demand.

119 5. Commercial and Private Parking Lots.

120 The creation of a surface parking lot as a principal use is prohibited where an existing building is
121 displaced on a property that fronts along the following streets: Walker, Government, and
122 Wentworth. The prohibition includes accessory parking for use on another lot.

123 6. Parking Management Plan for Inns.

In order to allow flexibility in existing parking standards within the Kittery Foreside zone, each applicant of the proposed inn must submit a parking management plan, to be reviewed and approved by the reviewing authority in accordance with the following standards:

124 a. Each parking management plan shall demonstrate the applicant's ability to provide
125 adequate parking for the needs of the proposed inn.

126 b. An applicant must propose a method(s) for providing adequate parking, including but not
127 limited to the provision of on-site parking, off-site parking, joint-use parking, valet service, and/or
128 shuttle service. The provision of off-site and joint-use parking shall be reviewed pursuant to
129 Sections 16.3.2.15.E.3 and 16.3.2.15.E.4, respectively.

130 c. An applicant may request the Board of Appeals for a decrease in the required number of
131 provided parking spaces, pursuant to Section 16.8.9.4.L and Section 16.6.4.3E Miscellaneous
132 Variation Request.

133 **Part 5: Adding Section 16.3.2.15.F Mixed Use – Kittery Foreside, Special Exception**
134 **Standards for Inns Containing at Least Twelve (12) But No More Than Thirty (30) Guest**
135 **Rooms:**

136 **F. Special Exception Conditions for Inns containing no less than thirteen (13) and no**
137 **more than Thirty (30) Guest Rooms.**

138 It is the intent of this Section to impose standards on inns containing at no less than thirteen
139 (13) but no more than thirty (30) guest rooms within the Kittery Foreside Zone and to allow for
140 the provision of additional accommodation options while preserving to the greatest extent
141 possible the existing residential and cultural aspects of the Foreside (or Foreside
142 neighborhoods) in which such inns may be placed.

143 1. Parking Plan Required.

144 Each applicant for a proposed inn containing no less than thirteen (13) but no more than thirty
145 (30) guest rooms must submit a parking management plan to be reviewed and approved by the
146 reviewing authority, pursuant to Section 16.3.2.15.E.6.

MEMORANDUM

To: Kittery Town Council
From: Leah Rachin, Esq.
Date: November 21, 2017
Re: Proposed Amendment to Title 16, Land Use and Development Code

I represent 60-68 Wallingford Square, LLC (“Wallingford Square”) in conjunction with the above-referenced matter. My client’s property is the current site of Anneke Jans restaurant in the Mixed Use Kittery Foreside Zone (“MU – KF”). They wish to rehab this property into an inn, which would serve the Foreside zone and the Town in general. While “inns” as currently defined in Title 16 (allowing up to 12 guest rooms) are permitted in the MU – KF zone, my clients are seeking to construct an inn that is somewhat larger.

Wallingford Square is seeking an amendment to Title 16 to allow inns with no more than 30 guest rooms as a special exception in the Mixed Use – Kittery Foreside Zone. The way this amendment would be accomplished is as follows. The current definition of “inn” would be broken down in to two definitions. The first being a “small inn,” which would trace the current definition that contemplates up to 12 guest rooms. The second definition would be new, i.e., “large inn,” which would encompass inns with between 13 and no more than 30 guest rooms.

Given the fact that an “inn” is a permitted use or special exception in many zones throughout the Town, we have amended Title 16 accordingly. In zones in which “inns” are either a permitted or special exception use, we amended the land use table for that zone to say “small inns,” (which traces the intent of the existing ordinance and results in no change). In districts in which “hotels and motels” are listed as either permitted or special exceptions in addition to “inns,” we amended that language to allow *both* large and small inns. Once again, this reflects the drafter’s intention to allow larger-scale transient accommodations in those zones. In sum, other than in the MU – KF zone, the proposed amendments do not change the land use landscape with respect to the size of transient accommodations that are allowed in any zone.

Because the motivation for the proposed amendments is to allow larger inns in the MU – KF zone, the remainder of this memo will focus on why such a use is not only entirely compatible with the Foreside Zone but would also greatly enhance it.

In preparing the proposed amendments, Wallingford Square reviewed: (a) the Town’s website for Kittery Economic Development Opportunities; (2) the Town’s existing Comprehensive Plan (passed in 2002); (3) the Comprehensive Plan Update that is currently making its way through the approval process; and (4) the Kittery Foreside Land Use, Parking, and Transportation Study Draft Recommendations dated October 25, 2017. What became abundantly clear from all four of these sources is that maintaining and promoting the economic vitality of the Kittery Foreside area is a key component in Kittery’s vision for its future.

The Foreside area is a classic “mixed use” use zone. It benefits from a wonderful array of shops, restaurants, businesses, and residential uses. What is conspicuously lacking from this vibrant neighborhood is small-scale, tasteful, independently-owned (non-chain) inn of sufficient size to accommodate visitors who are eager to enjoy the many benefits that the Foreside zone (and all of Kittery) have to offer.

The availability of such an inn would dovetail perfectly both with what is *actually* happening in the Foreside area (i.e., fabulous restaurants, retail, etc.) and the Town’s *aspirational* goals for that zone. Maintaining and promoting the vitality of this zone is reiterated time and time again not only in the existing 2002 Comprehensive Plan, but also in the proposed Comprehensive Plan Update. An inn of the kind contemplated here will create a much-needed complimentary use to support existing businesses in the Foreside area and the entire Town.

Existing Comprehensive Plan (2002)

As indicated above, the proposed amendments (to allow inns of up to 30 rooms in the Foreside zone) are entirely consistent with the Town’s current comprehensive plan for the following reasons:

- The Foreside zone is designated as a “growth area.” Having an inn of the size proposed in that zone is consistent with the “General Pattern of Development” of the Foreside area as identified in the 2002 Comp Plan, (i.e., where “restaurants, inns, professional offices, home based businesses, and personal services are mingled with residential uses...” (p. 107 of the 2002 plan).
- **“Reuse and development in the downtown area of Kittery Foreside”** is specifically encouraged. **“Within this area, the Town’s land use regulations should allow a wide range of uses including residential, retail, service, and community uses.”** The land use regulations should encourage an urban pattern of development with buildings located close to the street with a strong pedestrian orientation. Flexibility should be provided in the parking requirements to allow reasonable reuse and redevelopment.” (p. 138 of the 2002 plan) (emphasis added)
- “The benefits of effort and investment by the Town are evident at **Wallingford Square...[which] is the focal point of the traditional downtown, mixed use/retail area.**” (p. 121 of the 2002 plan). (emphasis added)
- “To facilitate this general pattern of development, **the Town should play an active role in encouraging and supporting the redevelopment, reuse, and revitalization of the builtup areas of the community. The Town should support efforts to revitalize the Foreside.** A healthy downtown can provide a positive image for the Town, as well as a focal point to encourage a sense of community.” (p. 126 of the 2002 plan) (emphasis added)
- The foregoing concept was reiterated, stating that **“the Town should support the Foreside Committee and encourage it to continue to be active and promote the use of Wallingford Square**

and the surrounding neighborhood areas in a manner which creates a vital activity center and focal point for the community." (p. 128 of the 2002 plan) (emphasis added)

Ultimately, the existing comprehensive plan provides abundant support for the conclusion that an inn of the size proposed would be a perfect complement to the mixed uses already permitted in the Foreside zone (such as retail, restaurants, professional services, art studios/galleries, specialty food facilities, etc.).

Proposed Comprehensive Plan Update

As discussed above, the existing comprehensive plan supports the conclusion that inns of up to 30 guest rooms are appropriate uses for the Mixed Use – Kittery Foreside Zone. However, the updated plan (currently making its way through the approval process) makes it even clearer that such a use would be an ideal addition to the zone.

The following excerpts from the proposed update plan demonstrate that an inn is precisely the kind of use that is contemplated for this thriving neighborhood:

- Citing state law, the sole stated goal in Topic Area 3 (Economic Development) is to "[p]romote an economic climate that increases job opportunities and overall economic wellbeing." See Growth Management Act, 30-A M.R.S.A. 4312. The proposed comp plan states as a specific objective "**to attract and retain business to sustain the vibrant center at foreside that provides residents and visitors with places to go and spaces to gather.**" (Topic Area 3 – Page 2) (emphasis added)
- The updated comp plan speaks in terms of promoting the "local small business culture [and] providing a counterpart to the larger-scale [businesses]." (Topic Area 3 – Page 2) Additionally, the updated comp plan advocates "**remain[ing] nimble and flexible in unique economic development areas like the Foreside or Gourmet Alley to ensure these locations remain eclectic and interesting.**" (Topic Area 3 – Page 4) (emphasis added)
- Increased (and innovative) development is specifically contemplated in the comp plan update. It states that the Town should "**consider expanding the Foreside if demand is there.**" Moreover, the Town is encouraged to "**evaluate parking requirements...to ensure redevelopment, or new development, is not hampered by onerous or outdated regulations. This may be particularly useful in areas like Foreside where historically small parcels may be hard to redevelop with new parking regulations.**" (Topic Area 3 – Page 5) (emphasis added)
- The Town's recognition that the Foreside area is an economic driver, and that development in that area should be encouraged is forcefully demonstrated by the fact that the first listed "Key Recommendation" is to "**attract and retain businesses to sustain the vibrant center at Foreside that provides residents and visitors a place to go and spaces to gather.**" (Topic Area 3 – Page 5) (emphasis added)

- The importance of the Foreside zone to Kittery’s economic vitality is also the focus of Topic Area 8 (Land Use). One of the Town’s chief stated land use objectives is to “**sustain and build upon the vitality of the Foreside District.**” (Topic Area 8 – Page 1) (emphasis added) Moreover, throughout the comprehensive plan update process, many residents articulated “**a desire to continue to support the revitalization of the Foreside and possibly expand its boundaries should the economics support such a decision.**” (Topic Area 8 – Page 2) (emphasis added)

A review of the foregoing excerpts from both the existing comprehensive plan and the update make clear that the Foreside zone is a focus of future development and economic growth for the Town. This recognition is summarized in the Town’s clear direction to “attract and retain businesses to sustain the vibrant center a Foreside that provides residents and **visitors** a place to go and spaces to gather.” Allowing inns of up to 30 guest rooms in the Foreside zone would promote this objective and enhance the vitality and success of this zone.

Wallingford Square met with the Economic Development Committee (“EDC”) in early June 2017 to float its proposal. The EDC noted its enthusiastic support of the concept of having an inn of the size proposed (which at the time was 35 rather than 30 guest rooms).

The recent October 25, 2017 findings and draft recommendations of the Kittery Foreside Land Use, Parking and Traffic Circulation Study (the “Study”) also support the conclusion that an inn of the size proposed would be entirely appropriate and desirable in the Kittery Foreside zone. In particular, the following passages and suggestions from the Study are illuminating:

- “Allow for overlay zoning in Kittery Foreside for special projects – or to recognize that Wallingford Square is unique in scale, uses and intensity.”
- “Allow more flexibility in uses and design in more mixed use and commercial neighborhoods.”

Additionally, the Study proposes innovative low-cost strategies to alleviate parking issues in the Foreside thereby creating a substantial number of additional parking spaces. By doing so, concerns regarding any additional parking demands that might be caused by an inn would be assuaged. The Study encourages economic development at an appropriate scale and intensity. An inn limited to 30 guest rooms would do just that. It would be a great feeder for local restaurants and retail establishments while at the same time respecting the quaint character of the Foreside neighborhood.

The Town requires that before the Town Council can review proposed amendments to the Town’s Land Use Ordinance, they must be reviewed by the Planning Board. Wallingford Square first applied to the Planning Board to consider its proposed amendments in early May 2017. The applicants appeared before the Planning Board no fewer than six times -- on June 8th, June 22nd, July 27th, August 24th, September 28th, and November 9th. At each meeting, members of the Planning Board expressed various concerns regarding the number of guest rooms, traffic, and parking issues in the Foreside zone. In its good faith attempt to address the Planning Board’s concerns, Wallingford Square revised its original

proposal a number of times to: (a) reduce the amount of guest rooms; (b) change the proposed use from a “permitted” use to a “special exception” (which has more stringent review criteria); (c) impose additional parking requirements (over and above those that apply to all other uses in the zone); and (d) add restrictions regarding where inns could be located and how many there could be.¹ Ultimately, it was a tie vote with three members voting in favor of recommending the amendment and three against.

For the reasons stated above, Wallingford Square believes that the proposed amendments promote economic vitality, which is consistently reiterated as a critical goal in both the Town’s existing and proposed comprehensive plan as well as the Kittery Foreside Study. At the same time, the limited number of guest rooms, the strict criteria that apply to special exception uses, and heightened parking requirements for inns (which exceed those for any other use in the zone) strikes the right balance between supporting economic vitality and respecting the character of the neighborhood.

Thank you for your consideration and we look forward to addressing this issue in person.

¹ While these restrictions were added at the request of certain Planning Board members, they were ultimately removed at the Planning Board’s request.