



TOWN OF KENNEBUNKPORT, MAINE

**Board of Selectmen Agenda
February 9, 2023 @ 6:00 PM
VILLAGE FIRE STATION
32 North Street**

This is an in-person meeting, but the public may join in Zoom webinar format

Join by **computer or mobile device** and click on:

<https://us06web.zoom.us/j/89323358024>

or go to **ZOOM** and enter the **webinar ID: 893 2335 8024**

By **phone** 1(929) 205 6099 US

1. Call to Order.
2. Approve the January 26, 2023, selectmen meeting minutes.
3. Public Forum (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.)
4. Consider the renewal liquor license submitter by the W&A Inc. d/b/a Cape Pier Chowder House, located at 79 Pier Rd.
5. Presentation of proposed June 2023 ordinance changes.
 - a. Administrative Code revision regarding Cape Porpoise Pier Committee members.
 - b. Administrative Code revision regarding days of annual town meeting.
 - c. Land Use Ordinance revision regarding accessory dwelling units.
 - d. Land Use Ordinance revision regarding private road construction.
 - e. Land Use Ordinance revision regarding the description of the resource protection zone.
 - f. Update to Floodplain Management Ordinance.
6. Presentation and adoption of the updated Personnel Policy.
7. Accept \$200.00 from an anonymous donor dedicated toward the emergency food fund.

8. Accept \$600.00 from The Church on the Cape dedicated toward the emergency fuel fund.
9. Other Business.
10. Approve the February 9, 2023, Treasurer's Warrant.
11. Executive Session per MRSA 1, §405-6C to consider the acquisition of real estate.
12. Adjournment.

AGENDA ITEM DIVIDER

Town of Kennebunkport
Board of Selectmen Meeting
January 26, 2023
6:00 PM

MINUTES

Selectmen attending: Edward Hutchins, Sheila Matthews-Bull, Allen Daggett, Jon Dykstra, and Michael Weston.

1. Call to Order:

Selectman Hutchins called the meeting to order at 6:01 PM.

2. Approve the January 12, 2023, meeting minutes:

Motion by Selectman Matthews-Bull, seconded by Selectman Daggett, to approve the January 12, 2023, selectmen meeting minutes. **Voted:** 5-0. **Motion passed.**

3. Public Forum: (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.)

No one in the community room nor attending via Zoom came forward.

No motion was necessary. No motion was taken.

4. Consider the following renewal liquor license and special amusement permits submitted by the Kennebunkport Resort Collection:

- a. Tides Beach Club, LLC located at 930 Kings Highway
- b. Yachtsman Hospitality, LLC at 57 Ocean Avenue
- c. The Boathouse at Kennebunkport, LLC at 21 Ocean Avenue
- d. Cape Arundel Inn, LLC located at 208 Ocean Avenue
- e. Ivy One, LLC d/b/a The Clubhouse at Cape Arundel Inn located at 8 Old Fort Avenue
- f. Lodge on the Cove, LLC located at 29 South Main Street
- g. The Kennebunkport Inn, LLC at 1 Dock Square
- h. Hidden Pond, LLC located at 354 Goose Rocks Road

Motion by Selectman Daggett, seconded by Selectman Dykstra, to renew the licenses. **Voted:** 5-0. **Motion passed.**

5. Consider the renewal liquor license and special amusement permit submitter by the Rhumb Line Motor Lodge d/b/a Rhumb Line Resort, located at 41 Turbats Creek Road:

Selectman Matthews-Bull recused herself. **Motion** by Selectman Daggett, seconded by Selectman Dykstra, to renew the licenses. **Voted:** 4-0-1. **Motion passed.**

6. Annual Investment Presentation by H.M. Payson:

Noah from H.M. Payson gave an update.

- Asset allocation
 - About \$1.6 Million. 72% of that is in equity.
 - Their approach is to take at least 3-5 years of the liquidity needed and put it in relatively stable assets e.g., cash & bonds.
 - We are drawing less than 4% at this time.
 - We have more than 20% of our portfolio in cash and bonds, so are well-reserved for any volatility in the market.
- Gross Performance
 - Last year was quite a down market for stocks & bonds, but the Town's portfolio held up better than the market. The Town's gross return was down 12.31% vs. 14.07% for the S&P 500 overall.
 - Most investment is in corporate bonds and managed equities.
- Account Value vs. Net Investment
 - At account inception in 2015, the Town invested \$1.1 Million.
 - \$236,000 has been taken out since inception.
 - The Town has more than tripled the amount taken out in terms of net increase in the value of the account.
- Sector Diversification
 - Selectman Dykstra expressed the desire to disinvest from the fossil fuel sector and move that to another sector, such as health care. He asked Noah what the impact of this move would be on the portfolio. Selectmen Hutchins and Matthews-Bull had no problem with fossil fuel investments. All selectmen agreed that this was a topic for discussion at another time.
 - The Town's largest holdings are in Financials, Communications, Information Technology and Health Care. This includes such companies as Berkshire Hathaway, Alphabet, Microsoft, Broadcom, Johnson & Johnson, CVS, Visa, Apple, Pfizer & Bristol Myers Squibb.
- Over the past 5 years, the town has had over twice the dividend growth of the S&P 500 (11.2% vs 5.4%)

- H.M. Payson's strategy is to pursue high-quality companies so that the Town's portfolio is well-positioned to withstand market volatility.

No motion was necessary. No motion was taken.

7. Request for the forgiveness of the attorney's fees from Brian and Dinorah Ellis (43 School St):

Werner Gilliam, Director of Planning and Development, provided background regarding this request. This was the result of a Notice of Violation regarding an unpermitted shed the Ellises built on their property. The matter was referred to the court, and the Town received a positive judgment. The Town requested and was awarded by the court the reimbursement of its legal fees relating to this matter. The Ellises are now requesting relief of that amount from the Town. Werner reports that at the time, Andrew Welsh provided multiple opportunities for the Ellises to resolve this matter, and correspondence between them and the Town made clear that they understood the situation.

Motion by Selectman Weston, seconded by Selectman Daggett, to **deny** the Ellises' request for fee forgiveness. **Voted: 5-0. Motion passed.**

8. Appoint Nathan Shore and Stephen Kaagan to the Climate Action Plan Task Force with the expiration of October 2023:

Motion by Selectman Dykstra, seconded by Selectman Daggett, to approve the appointments. **Voted: 5-0. Motion passed.**

9. Discussion of the Goose Rocks Beach parking permit fees for 2023:

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to keep the fees as they are. **Voted: 5-0. Motion passed.**

10. Other Business:

Selectman Weston wanted to acknowledge and appreciate the hard and extended work of the Highway Department, Fire Department, Police Department, and Central Maine Power & Spectrum in restoring services and making our roads and town safe after the recent winter storm. Weston also relayed a request from a resident that Public Works pick up tree branches if residents put them at the curb but is unable to take the wood to Public Works. Selectman Matthews-Bull echoed Selectman Weston in thanking all the workers for their efforts relating to the storm.

Town Manager Laurie Smith informed the Selectmen that the road-clearing and wood-removing efforts are ongoing. She also let everyone know that the Public Works

Department on Beachwood Ave will be accepting wood brought to the facility by residents on Friday, February 3rd, and Saturday, February 4th, between 7:00 am and 3:00 pm. She would like to re-evaluate where we are after this collection, as Town workers are forbidden by state law to go onto private property, and there are insurance liability issues related to that as well. It would be a massive job that would take weeks to perform. Though she has heard from none yet, there might be civic groups that might be willing to assist in this effort.

Selectman Dykstra asked if Public Works was accepting wood only from residents or if landscapers would be permitted to use this service as well. Laurie Smith responded that landscapers would be allowed if they are bringing wood that is the result of storm damage from properties in Kennebunkport.

Selectman Hutchins expressed his thanks to all who have helped with the aftermath of the storm with particular emphasis on our all-volunteer Fire Department.

11. Approve the January 26, 2023, Treasurer's Warrant:

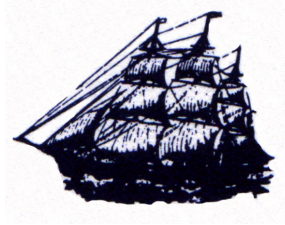
Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to approve the January 26, 2023, Treasurer's Warrant. **Voted:** 5-0. **Motion passed.**

12. Adjournment.

Motion by Selectman Matthews-Bull, seconded by Selectman Daggett, to adjourn. **Voted:** 5-0. **Motion passed.** Meeting adjourned at 6:34 PM.

Submitted by,
Dave Powell,
Technology Specialist

AGENDA ITEM DIVIDER



KENNEBUNKPORT TOWN CLERK

MEMORANDUM

To: Laurie Smith, Town Manager
Board of Selectmen
Fr: Tracey O'Roak, Town Clerk
Re: Renewal Liquor License
Dt: February 1, 2023

We have received the following renewal application for a liquor license:

- **W&A Inc. d/b/a Cape Pier Chowder House, 79 Pier Road**

Staff have reviewed the application and provided approval for this license, and therefore, I recommend approval.

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

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

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

5. Business records are located at the following address:

70 R Mills Rd, Kennebunkport, ME 04046

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

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

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

If yes, please provide details: _____

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

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

Name of Business	License Number	Complete Physical Address

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

Full Name	DOB	Place of Birth
Wanda L Kimball	12/05/1961	Kittery, ME
Allen A Daggett	03/30/1951	Charlettsville, VA

Residence address on all the above for previous 5 years

Name Address:
Wanda Daggett 21 Kenneth Lane, Kennebunkport, ME 04046

Name Address:
Allen Daggett 21 Kenneth Lane, Kennebunkport, ME 04046

Name Address:

Name Address:

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

☐ Yes ☒ No

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

Town of Kennebunkport, Elm St., Kennebunkport, ME 04046

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

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

We have a small dinning room that seats 24, also we have outside deck win 10 8' tables. Small kitchen with bathrooms located outside.

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

Name: Church on the Cape

Distance: 1 mile


Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

Dated: 1/25/23


Signature of Duly Authorized Person


Signature of Duly Authorized Person

Wanda L. Daggett
Printed Name Duly Authorized Person

Allen A. Daggett
Printed Name of Duly Authorized Person

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

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

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

A. The bureau shall prepare and supply application forms.

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

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

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

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

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

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

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

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

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

E. A violation of any provision of this Title;

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

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

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

A. Repealed

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

4. Repealed

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

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

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

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

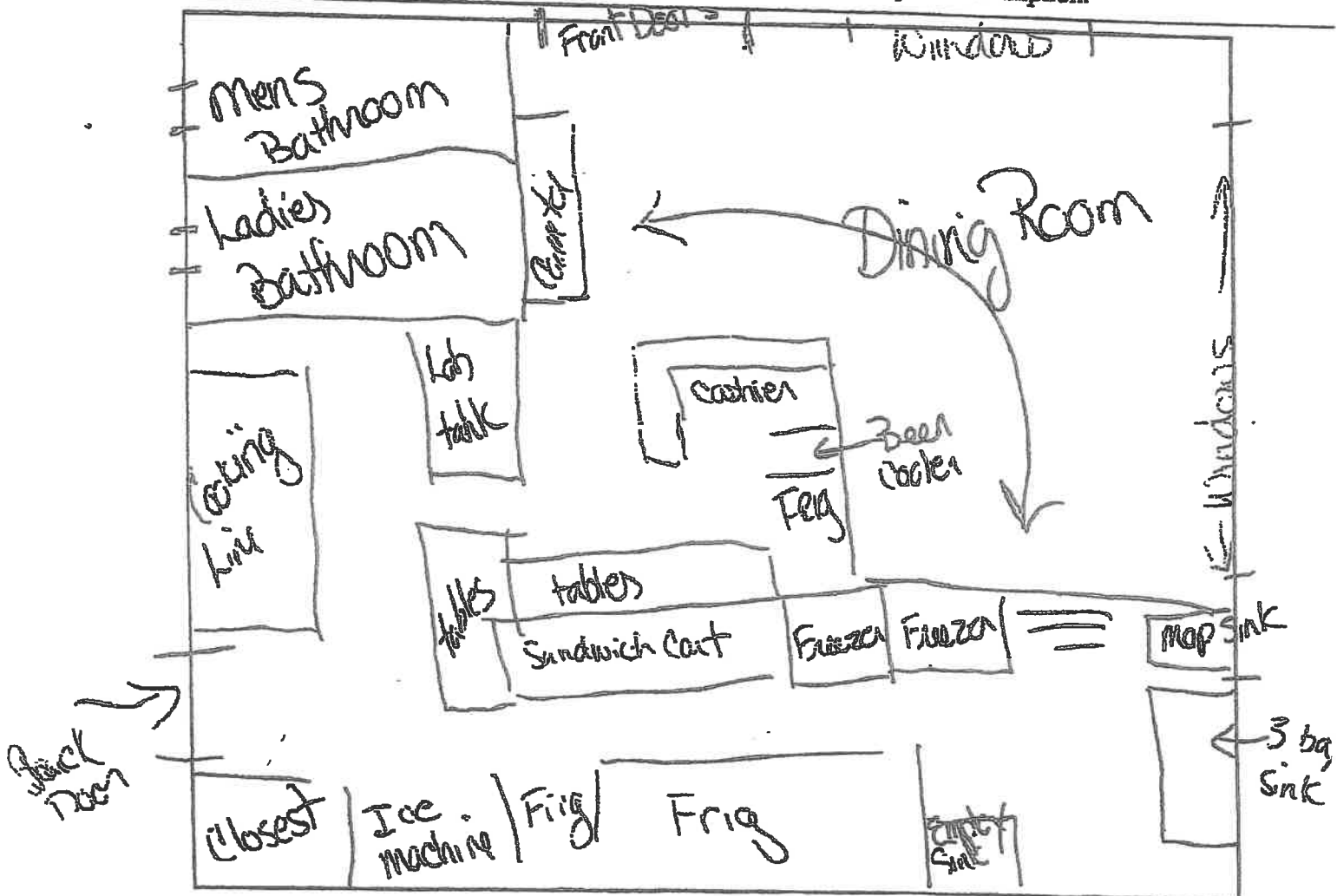
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
 8 State House Station, Augusta, ME 04333-0008
 10 Water Street, Hallowell, ME 04347
 Tel: (207) 624-7220 Fax: (207) 287-3434
 Email Inquiries: MaineLiquor@maine.gov

DIVISION USE ONLY	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Not Approved
BY:	

ON PREMISE DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

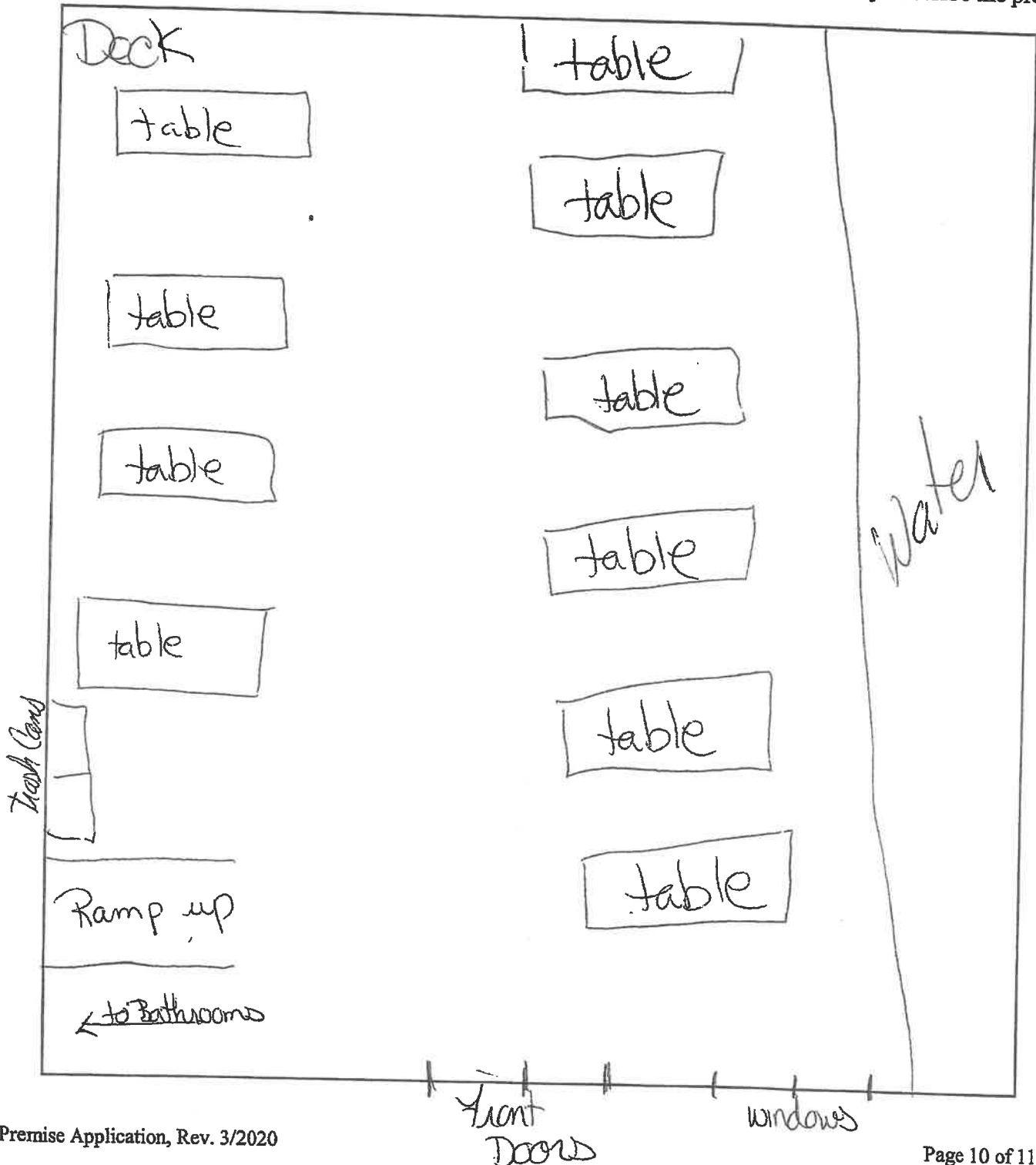
Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division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



Section VI Premises Floor Plan

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

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



Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

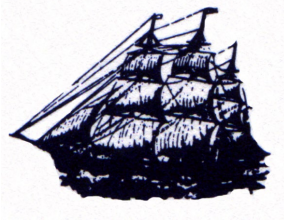
1. Exact legal name: W & A Inc.
2. Doing Business As, if any: Cape Pier Chowder House
3. Date of filing with Secretary of State: 03/01/2018 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Wanda L Daggett	21 Kenneth Ln, Kennebunkport	12/05/1961	co owner	50.0000
Allen A Daggett	21 Kenneth Ln, Kennebunkport	03/30/1951	co owner	50.0000

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

AGENDA ITEM DIVIDER



KENNEBUNKPORT TOWN CLERK

MEMORANDUM

To: Board of Selectmen
Laurie Smith, Town Manager
Fr: Tracey O'Roak, Town Clerk
Re: Proposed ordinance revisions for June Town Meeting
Dt: January 31, 2023

We have six ordinances to bring to the voters in June. I have broken down the proposed ordinances below.

1. Administrative Code/Boards and Committees/Cape Porpoise Pier Committee – this amendment was brought forward by the Cape Porpoise Pier Committee. It changes the makeup of the committee from 75% of registered voters of Kennebunkport to 75% of commercial fishermen.
2. Administrative Code/Annual and Special Town Meetings – This was brought forward by a resident and would change the Annual Town Meeting from the Saturday immediately following the second Tuesday to the Wednesday evening immediately following the second Tuesday.
3. Land Use Ordinance/Terminology (regarding Accessory Apartments) – Werner Gilliam has proposed revisions to clarify the definitions regarding accessory apartments.
4. Land Use Ordinance/Town-wide Regulations (private road construction) – this amendment was suggested by Werner Gilliam, Director of Codes and Planning.
5. Land Use Ordinance/Establishment of Zones – this amendment was suggested by Werner Gilliam, Director of Codes and Planning.
6. Floodplain – Werner Gilliam is waiting on further information regarding this revision. Once he passes it along, I will forward it.



TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

MEMORANDUM

To: Laurie Smith, Town Manager
Fr: Werner Gilliam, Director of Planning and Development
CC: Tracey O'Roak, Michelle Radley
Re: Proposed Ordinance Revisions June 2023 Update
Dt: February 2nd, 2023

The staff has been working on several Ordinance proposals for consideration for the June 2023 warrant. In addition to the draft language that has been provided, below, you will find a description of those changes.

1. Land Use Ordinance/Terminology (regarding Accessory Apartments): In response to the recent state statute modifications surrounding housing (Known as LD2003), revisions to Kennebunkport's accessory dwelling unit regulations have been drafted. Key elements include language confirming that: ADUs cannot be sold, are recognized as permitted uses, are intended as primary residences, are not eligible for STR Licenses, meet certain minimum square footage requirements, and are generally exempt from being required to have any additional parking as required in LD 2003.
2. Land Use Ordinance/Town-wide Regulations (private road construction): Private roads that are subject to a Planning Board Site Plan review require input from the fire department regarding access. Future road designs will need to be able to accommodate future fire apparatus that the town has contracted for. The proposed ordinance revisions now have a table to better clarify the dimensional requirements as well as exhibits for 16' wide fire apparatus turn around options. We will also be adding a 20' travel way option that our engineering consultants are currently working on.
3. Land Use Ordinance/Establishment of Zones: Kennebunkport's Shoreland Zoning treats many coastal floodplain areas as Resource Protection. With the inclusion of a significant number of developed properties into the coastal floodplain by virtue of the new DFIRM maps, the description of the Resource Protection Zone (Intended to regulate undeveloped areas such as salt marshes) will need to be adjusted to reflect their developed status. Specific proposed language has been drafted that has been sent to DEP for their review and feedback.



TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

4. Floodplain: In order to remain in good standing with FEMA and to remain a participant in the National Flood Insurance Program, Kennebunkport will need to update its Floodplain Management Ordinance. This ordinance is a standalone ordinance that is heavily based on the model floodplain management ordinance that is authored by the Maine Floodplain Management Program. It is important for communities to use this model ordinance primarily because it has been vetted and approved by FEMA. At this time, the state is working on an updated version that contains the proper references to our proposed DFIRM (Digital Flood Insurance Rate Maps). Due to the number of changes that FEMA requires and for ease of adoption, we will be proposing a complete ordinance replacement vs. a line-by-line strikeout underline version once that is made available to us.

Part I – General Ordinances
Chapter 5 – Administrative Code
Article IV. Boards and Committees

§ 5-30 Cape Porpoise Pier Committee.

- A. Composition. The Cape Porpoise Pier Committee shall be composed of five or more members, one of whom shall be a member of the Board of Selectmen. Nonresidents may be appointed to this Committee, provided they are commercial fishermen from the Cape Porpoise Pier and at least 75% of the membership are ~~registered voters of Kennebunkport.~~ Commercial fishermen.
- B. Appointment. The Board of Selectmen shall appoint the members of the Cape Porpoise Pier Committee.
- C. Terms. The members of the Cape Porpoise Pier Committee shall serve for terms of one year.
- D. Organization. The members of the Cape Porpoise Pier Committee shall elect annually from its membership a Chair, a Vice Chair and a Secretary.
- E. Duties. The Cape Porpoise Pier Committee shall advise the Board of Selectmen on all matters addressed in the Cape Porpoise Pier Ordinance.

Part I – General Ordinances
Chapter 5 – Administrative Code
Article V. Annual and Special Town Meetings

§ 5-42 **Schedule; fiscal year.**

- A. The Annual Town Meeting shall convene on the second Tuesday of each June for the purpose of electing Town officials and for voting on referendum articles and other secret ballot articles and shall adjourn to ~~the Saturday~~ Wednesday evening immediately following the second Tuesday of June for the purpose of considering and adopting the budget and acting upon remaining business. ~~The terms of those elected Town officials whose terms would have expired in March on the date of the Annual Town Meeting shall be automatically extended to the date of the next corresponding Annual Town Meeting in June.~~ All Annual and Special Town Meetings shall be called in accordance with the provisions of the statutes of the State of Maine.
- B. The Town's fiscal year shall be July 1 through the following June 30, commencing July 1, 2002, with a six-month interim fiscal and budget year running from January 1, 2002, through June 30, 2002, to provide for the change in the fiscal year. In addition, property taxes will be billed on or about February 1, 2002, to fund the six-month interim budget and thereafter twice a year with half of the taxes to be billed on or about August 1 and the second half to be billed on or about February 1.

Part II – Zoning Ordinances
Chapter 240 – Land Use
Article 2. Terminology (regarding Accessory Apartments)

§ 240-2.2 Definitions

In this chapter, the following terms shall have the following meanings:

ACCESSORY USE OR STRUCTURE

A subordinate use or structure customarily incidental to and located on the same lot as the principal use or structure, such as a detached garage, workshop, or the like. Accessory uses, in the aggregate, shall not subordinate the principal use or structure on a lot. A deck or similar extension of the principal structure or a garage attached to the principal structure by a roof, or a common wall is considered part of the principal structure and may not be independently conveyed.

APARTMENT, ACCESSORY

A separate dwelling unit which may be located within a single-family dwelling, or a detached accessory structure as permitted under § 240-7.1 of this chapter. An accessory apartment is an extension of use which may not be independently conveyed.

DWELLING

Any building or structure or portion thereof containing one or more dwelling units, but not including a motel, hotel, inn or similar use.

A. SINGLE-FAMILY DWELLING

A building designed or intended to be used exclusively for residential occupancy by one family only and containing only one dwelling unit, or one dwelling unit with an accessory apartment as permitted under § 240-7.1, including a modular home unit.

B. TWO-FAMILY DWELLING

A building designed or remodeled to be used exclusively for residential occupancy to two families living independently of one another and containing two dwelling units. Each unit shall have not less than 650 square feet.

C. MULTIPLEX DWELLING

A building for residential occupancy by three or more families living

independently of one another and containing three or more dwelling units, including apartment buildings and condominiums, but excluding single-family dwellings with accessory apartments.

DWELLING UNIT

One or more habitable rooms arranged, designed or intended to be used, or used as a complete housekeeping unit for one or more individuals living together as a family with independent living, cooking, sleeping, bathing and sanitary facilities. Recreational vehicles are not residential dwelling units. Within any Shoreland Zone, the term "dwelling unit" shall include seasonal rental units which meet the above definition, regardless of the time period rented.

§ 240-4.3 Village Residential Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Animal husbandry

~~*See § 240-7.1J~~

§ 240-4.4 Village Residential East Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Animal husbandry

~~*See § 240-7.1J~~

§ 240-4.5 Dock Square Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment**	Child-care center

~~*Exceptions to the requirement for Planning Board Site Plan Review Approval are set forth in § 490-10.2B(3).~~

~~**See § 490-7.1J.~~

§ 240-4.6 Riverfront Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Child-care center

~~*See § 240-7.1J.~~

§ 240-4.7 Cape Arundel Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Home occupation

~~*See § 490-7.1J.~~

§ 240-4.8 Goose Rocks Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Child-care center

~~*See § 490-7.1J.~~

§ 240-4.9 Cape Porpoise East and Cape Porpoise West Zones

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Home occupation

~~*See § 490-7.1J.~~

§ 240-4.10 Cape Porpoise Square Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Child-care center

~~*See § 490-7.1J.~~

§ 240-4.11 Free Enterprise Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Child-care center

~~*See § 490-7.1J.~~

§ 240-4.12 Farm and Forest Zone

Permitted Uses	Conditional Uses Subject to Site Plan Review	Conditional Uses Subject to Zoning Board of Appeals Review
Accessory apartment	Accessory apartment*	Child-care center

~~*See § 490-7.1~~

§ 240-7.1 Accessory apartments

Accessory apartments may only be located in, attached to, or detached from a single-family dwelling, shall not be defined as a two-family or a multiplex, are allowed as a permitted use in all zones, except where otherwise noted in Subsection ~~J~~ D, and are subject to the limitations below:

- A. A request for an accessory apartment requires submittal of a site plan that shall include the property owner with deed reference, lot boundaries and dimensions to scale and the location and setbacks of all buildings and parking areas.
- B. A request for an accessory apartment shall include a plan of the entire building showing a separate floor layout of all finished levels identifying the use of all rooms and the location of all entrances/exits.
- C. The dwelling shall have only one front entrance and all other entrances shall be either on the side or in the rear of the dwelling. An entrance leading to a foyer with interior entrances leading from the foyer to the two dwelling units is permitted.

~~The living area of the dwelling must be at least 1,625 square feet, including basement and attic spaces that have a ceiling height greater than seven feet. The living area of an accessory apartment shall be a minimum of 600 square feet, and a maximum of 40% of the living area of the dwelling or 800 square feet, whichever square footage is less. 190 square feet, and a maximum of 800 square feet.~~ An accessory apartment may not have any living space on a third story unless it meets the minimum life safety requirements as defined in the Building Code.

- D. Accessory apartments are not permitted in the Shoreland Zone unless the lot on which it will be located has at least double the lot size for that zone, double the minimum lot size, and double the shore frontage for that zone.
- E. Only one accessory apartment shall be permitted per ~~lot~~ single-family dwelling.
- F. ~~Either the primary residence or converted accessory apartment shall be occupied by the owner of the property as the owner's primary residence. An accessory apartment shall be occupied as a primary residence ("primary residence" shall be defined as more than six months per year). Both the primary residence and accessory apartment shall be occupied as primary residences. When requesting an accessory apartment, the property owner must provide proof of primary residency, to include possession of a State of~~

~~Maine driver's license, current registration of a motor vehicle in Maine, and current registration to vote in Maine. If the property owner does not have a valid motor vehicle license in Maine or any other political jurisdiction, or does not have a motor vehicle currently registered in Maine or any other political jurisdiction, alternative evidence of primary residency may be accepted subject to the discretion of the Zoning Board of Appeals or the Code Enforcement Officer. An accessory apartment is not eligible to operate as a short-term rental.~~

~~G. In the Free Enterprise and Farm and Forest Zones only, a home occupation is allowed in either the primary dwelling or the accessory apartment, but not in both. Such home occupation shall be subject to approval as a conditional use. [Amended 11-3-2020]~~

~~H. No permit for an accessory apartment shall be legal until the owner files the following notice with the Code Enforcement Officer and in the Registry of Deeds: "A permit for an accessory apartment has been issued to the owner of this property. This permit does not run with the land, and is automatically invalidated by the sale, grant, devise, conveyance or transfer of this property."~~

I. G. Accessory apartments located on properties connected to the Town's wastewater collection system must be approved by the Sewer Department. Properties utilizing subsurface waste system and private wells must meet the standards required in the Maine Subsurface Wastewater Disposal Rules. In addition:

- (1) Existing septic systems must be evaluated for condition and capacity by a licensed site evaluator. A reserve area is required for existing and new systems in the event that replacement is necessary. Biannual pump-outs of septic systems servicing the property are required and documentation must be provided to the Town upon request.
- (2) Properties serviced by private wells must provide to the Code Enforcement Office a water quality test to ensure adequate water quality prior to issuance of a certificate of occupancy.

~~J. An accessory apartment located in a detached accessory structure that conforms to property setback requirements is allowed as a permitted use subject to all requirements below. An accessory apartment constructed within or detached of an existing structure that is legally nonconforming due to setbacks~~

is subject to ~~Planning Board review per Article 10. The following requirements must be met, in addition to the requirements of Subsections A through I above:~~

- ~~(1) Calculation of floor area for the detached accessory apartment's living space is based on 40% of the living space of the primary structure to include the basement and attic spaces that have a ceiling height greater than seven feet.~~
- ~~(2) If the primary dwelling is located on a nonconforming lot, at least 50% of the floor area of the detached accessory structure must be devoted to uses other than living space which are accessory to the principal structure, such as storage or parking, and must be available for use by the occupants of the principal structure.~~

§ 240-6.10 Accessory apartments

- A. Each single-family dwelling shall be provided with two off-street parking spaces. ~~Accessory apartments shall be provided with parking in accordance with Subsection B(2) below~~ Accessory apartments are not required to have additional off-street parking.
-

§ 240-6.19 Dwellings

- A. Single-family dwellings. A single-family dwelling and any accessory apartment located therein shall be constructed on one continuous foundation and under one continuous roof; no part of the dwelling unit shall be located in a detached building or structure. Detached accessory apartment units shall be exempt from this requirement.
-

§ 240-8.7 Nonconforming lots

- A. A nonconforming lot of record, not adjoined by any other lot in common ownership, may be built upon, as a matter of right for a single-family dwelling, and permitted accessory uses, and without the need for a variance, subject to all the requirements of this chapter for the zone where located, except for those area and frontage requirements which made the lot nonconforming, provided that the owner can demonstrate that there is reasonable access to the site by emergency vehicles.
-

§ 240-11.12 Growth management permit required

C. Exemptions. The following are exempt from the provisions of this section:

- 1.** The repair, replacement, reconstruction or alteration of any existing building or structure not resulting in additional dwelling units;
- 2.** Housing for the elderly which is constructed, operated, subsidized or funded, in whole or in part, by an agency of the state or federal government;
- 3.** The construction or alteration of a nonresidential building or structure; and
- 4.** The construction or alteration of a new accessory apartment.

Part II – Zoning Ordinances
Chapter 240 – Land Use
Article 6. Town-wide Regulations (private road construction)

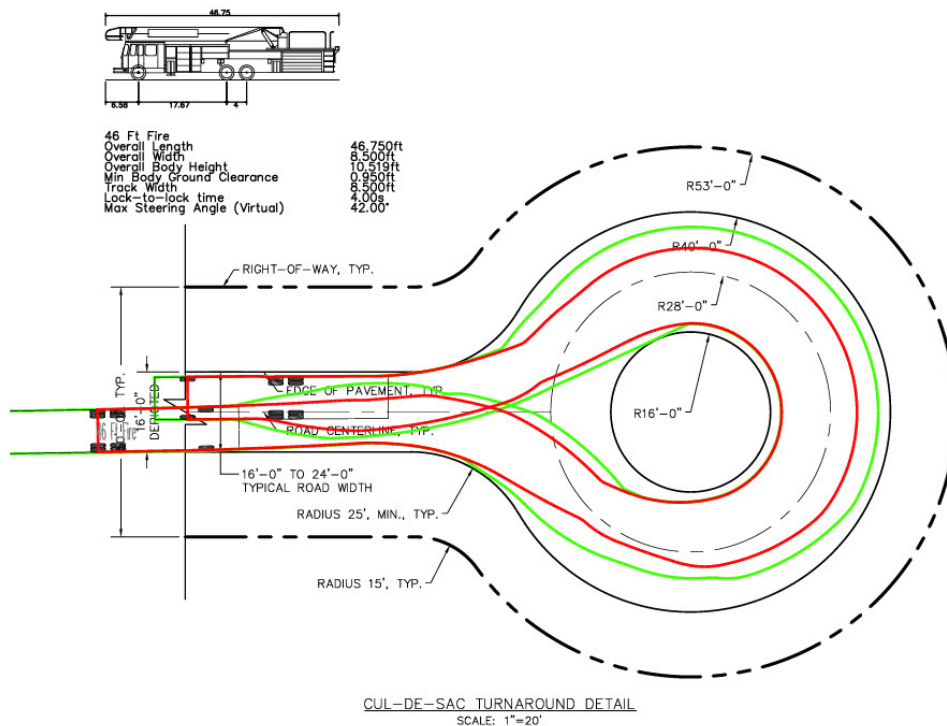
240-6.14 Road Construction, filling and grading.

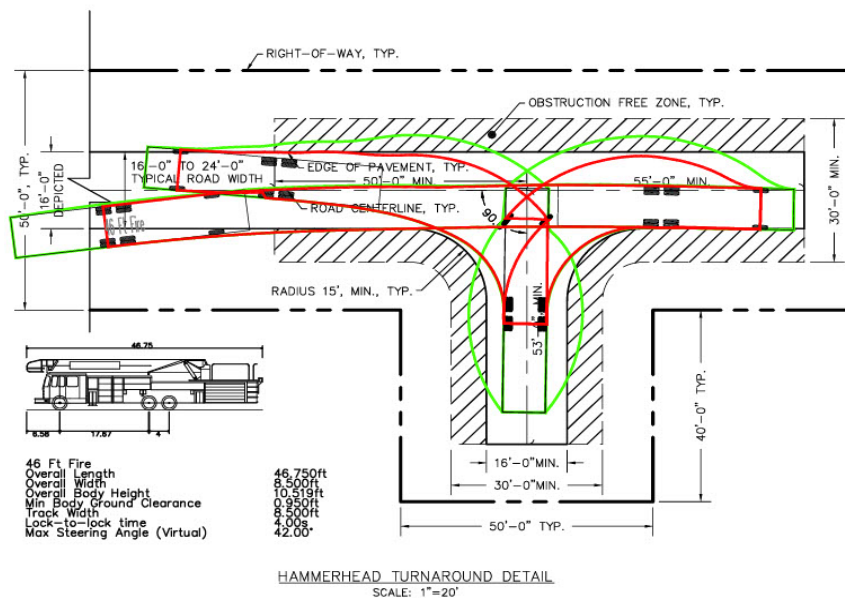
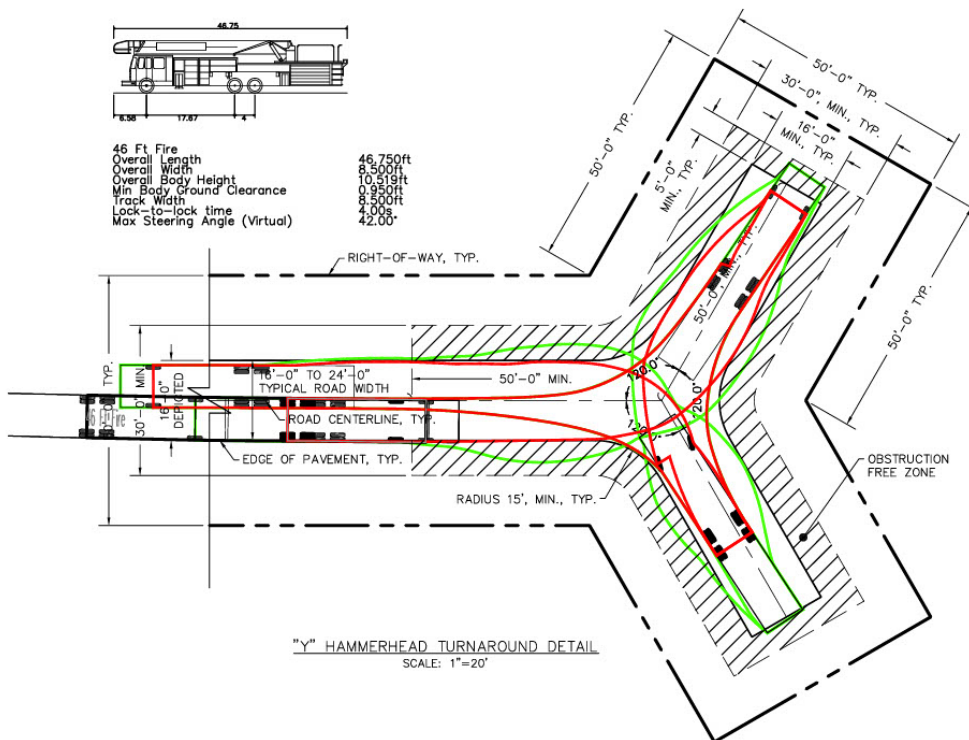
- A. On lots greater than five acres in area, the construction of a road, or grading or filling of the land may not commence prior to site plan review under Article 10, unless the planned land use is to serve no more than two residential units, or a use accessory to an existing single-family home. On lots of five acres or less, and on any lot when the planned use is to serve no more than two residential units, or a use accessory to an existing single-family home, such construction, grading or filling requires a permit from the Code Enforcement Officer.
- B. A driveway/private road over 50 feet long for a single-family or two-family dwelling that the Code Enforcement Officer may permit, shall not be less than 12 feet wide, with a minimum five-foot setback from the lot line.
- C. A driveway/private road for a three-unit multiplex, or for three detached dwellings, must be approved by the Planning Board, and the right-of-way shall not be less than two rods (which is 33 feet) in width. The traveled way shall not be less than 16 feet in width of gravel, of hard, durable particles free from vegetative matter, 16 inches thick after compaction. Drainage swales must have slopes no steeper than 3:1. The center line of the roadway shall not be more than three feet off the center line of the right-of-way.
- D. A driveway/private road for four or more detached dwellings must be approved by the Planning Board, and the right-of-way shall not be less than 50 feet in width. The traveled way shall not be less than 20 feet in width of gravel, of hard, durable particles free from vegetative matter, 16 inches thick after compaction. Drainage swales must have slopes no steeper than 3:1. The center line of the roadway shall not be more than three feet off the center line of the right-of-way. See Table F and exhibits for dimensions and hammerhead /cul-de-sac design standards.
- E. The Planning Board may reduce or modify the driveway/private road standards where strict adherence to the limitations cannot be met when considering a preexisting right-of-way, or cannot be met due to environmental concerns. In addition, during the course of their review Planning Board may consult with the Code Enforcement Officer and the Fire Chief regarding emergency equipment access requirements for new and expanded existing private roads. If such a

modification(s) is approved, the Planning Board shall include the modification(s) in the site plan review's written findings of fact, and the applicant shall record the findings of fact with the York County Registry of Deeds before commencing any work or before receiving a building or land use activity permit from the Code Enforcement Officer.

F.

Table of Dimensional Standards			
Residential Use	Minimum ROW	Minimum Travelled Width	Permitting Authority
Up to: (2) Single family Dwellings or (1) Two Family Dwelling	22'	12'	CEO
(3) Detached Dwellings, or 1(3) Unit Multiplex	33'	16'	PB
(4 or more) Detached Dwellings or residential dwelling units	50'	20'	PB



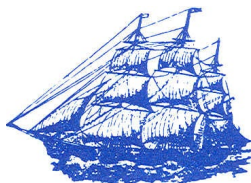


Part II – Zoning Ordinances
Chapter 240 – Land Use
Article 3. Establishment of Zones

240-3.3 Description of zone boundaries.

- M. Resource Protection Zone: The Resource Protection Zone shall include the following areas:
- (6) Outside of the Dock Square and Riverfront Zones, and excluding all parcels which contain upland areas that contain a principal structure/use and are considered developed as of July 1 2023 the one-hundred-year floodplains adjacent to tidal waters and along rivers, as designated on the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps or Flood Hazard Boundary Maps, or the flood of record, or in the absence of these, by soil types identified as recent floodplain soils

AGENDA ITEM DIVIDER



TOWN OF KENNEBUNKPORT, MAINE

– INCORPORATED 1653 –

Memorandum

To: Board of Selectmen and Laurie Smith
Fr: Yanina Nickless, Special Projects Manager/HR Administrator
Re: Updated Personnel Policy
Dt: February 3, 2023

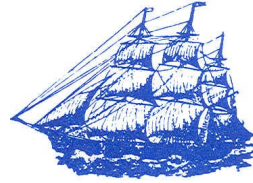
A year ago, in December of 2021, the Town Manager, the Human Resources Administrator [HR], and the Finance Director undertook updating the Town's Personnel Policy [PP]. Since the last version was approved on September 12, 2013, there have been many changes in state law and industry standards as well as in nearby communities due to COVID-19 and labor shortages. We also received feedback that a few articles were obsolete, making it hard for the staff to follow them. With that in mind, we have proposed changes to the Personnel Policy on three different levels: structure, concept, and content.

Structurally, the previous Personnel Policy was divided into arbitrary articles, lacked clear division, and was difficult to navigate. The updated policy has sections containing sequential articles that are grouped logically by common themes. Furthermore, some articles refer to more extensive town-wide policies dictated by the State or Federal government. We have placed these at the end as Appendices – this allows flexibility in updating a specific policy if the State or Federal government enacts an update without interrupting the whole structure of the Policy.

Conceptually, the new Personnel Policy has expanded its focus from listing rules for employees to follow to explaining the larger goals, dynamics, and work environment at the Town of Kennebunkport. For example, Section 1 has a welcoming statement, municipal structure, goals, and expectations for any new team member. Every Article that was revised was done so with the intention of improving clarity for employees while abiding by State and Federal employment laws.

Contextually, many articles were updated to ensure they align with State and Federal laws as well as our Union Contract. Common practices and employee feedback were taken into consideration when making changes as well.

All the changes made are shown in the following table:



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** Minimal changes” means a word or two with no content change.*

New Article #	2013 Policy	New Policy
1.1	Approved the Personnel Policy as a ruling document.	A welcoming statement that includes the town’s values, goals, and expectations.
1.2	Explained why the Personnel Policy is important and what it governs.	Minimal changes.
1.3	Established a clear line of who should follow the PP.	Minimal changes.
1.4	Outlined the work of the Town Manager.	Renamed and restructured: includes a clear division of the general administration such as the Select Board, Town Manager, and the Departments. The policy gives a general description of each role.
1.5	Outlined the expectations of who can view/modify/request personnel files.	Changed the responsibility from the Town Manager to HR.
2.1	Answered questions such as to what extent an employee should use the computer for personal needs, what would qualify as a misuse of computer and Internet, and who is responsible for the content on any Town’s device.	Added in full as Appendix A. Otherwise, no changes.
2.2	Explained the process of drug and alcohol testing and the reasons behind it.	Added in full as Appendix B. The new language includes marijuana expectations.
2.3	Established a non-discrimination workplace.	Added language that encourages employees to report any discrimination to the Department Director, HR, or the Town Manager.
2.4	Established a non-harassment workplace.	Added in full as Appendix C.

TOWN OF KENNEBUNKPORT, MAINE

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2.5	Explains that the Town employees should be politically-neutral and not choose sides for any elected officials while on the job.	Minimal changes.
2.6	Prohibited tobacco products in all Town-owned buildings and vehicles.	Moved and updated. The new language includes the prohibition of smokeless products in any Town-owned buildings and vehicles.
2.7	Explained the importance of workplace safety and whom to report in case of an accident (to a supervisor).	Moved and added HR as a part of the reporting process.
3.1	Set the standard of who is eligible to work for the Town	No changes.
3.2	Outlined the process of advertising any openings. Set Department Directors responsible for any openings.	Added a language that the whole process is coordinated through HR.
3.3	Defined what is included in the application packet.	Added a cover letter as a part of the required documents.
3.4	Explained what should be included in the job description.	Moved. Otherwise, no changes.
3.5	Set the expectation that new employees must go through the physical examination process, and the Town pays for it. The Town would provide a list of appropriate doctors that the employee may use.	The Town takes a responsibility to schedule an appointment at the appropriate facility and notify the employee.
3.6	Explained that if the job required special gear, the Town would get it for an employee. Such uniforms must be worn only at work or while conducting work-related duties.	Moved. Otherwise, no changes.
4.1	Not included.	New Article explains the difference between nonexempt and exempt employees as well as establishes that each position is probationary at the beginning.

TOWN OF KENNEBUNKPORT, MAINE

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4.2	Classified employees as follows: full-time employment (no less than 35 hours); regular part-time employment (between 20 and 35 hours); part-time employment (less than 17.5 hours); contract employment; temporary employment; seasonal employment; probationary employment.	New classification: permanent full-time employment (no less than 35 hours); permanent part-time employment (between 16 and 35 hours); as-needed employment (less than 16 hours); temporary employment.
4.3	Established the employee performance evaluation at 6 months and 12 months and then the anniversary of employment.	Changed to 6 months and then every January-February thereafter.
5.1	Outlines the work week, hours, and expectations for payroll purposes.	Gives the Department Directors more opportunities to establish schedules for their employees. Uses 40-hours as a general requirement for a 'normal work week'
5.2	Allowed employees to take an unpaid lunch period during each work shift.	Specifies that lunch must be taken for every 6 hours of work in accordance with State law.
5.3	Allowed morning and afternoon rest breaks of 15 minutes.	No changes.
5.4	Explained the rules regarding overtime: took 8-hour days for its base; Holiday, vacation, bereavement, compensatory, and sick times were not considered as 'hours worked.'	Language changed to mirror the Union contract regarding the leave categories that constitute time worked (now, only sick time is not considered as 'hours worked'). Takes 40 hour work-week for its base. All the overtime hours must be approved by the Department Directors prior to working the hours.
5.5	Described comp time and the options of taking it.	Language changed to mirror the Union contract to establish parameters for keeping comp time on books.
5.6	Talked about the schedule and how the Town can change it based on operational and budgetary needs.	The new language allows employees to submit telework requests to the Department Directors for approval.

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5.7	Emphasized that it is imperative for employees to be at the workplace on time and notify the Department Director in case of absence.	Minimal changes.
6.1	Talked about the Town's portion of the Health Insurance and the type.	Minimal changes.
6.2	Explained that if an employee decided to opt out of the Town's health Insurance, that employee would be eligible for a buyout.	Deleted the language that stopped being in use since 2013 (old rates).
6.3	Talked about the Town's portion of the Dental and Vision Insurance and the type.	Minimal changes.
6.4	Talked about the Income Protection program and the type.	Minimal changes.
6.5	Offered the Flexible Spending Account to any eligible employee.	Minimal changes.
6.6	Explained the Workers' Compensation Insurance which provides income and other benefits in case of an occupational injury at work. Talked about the compensation in such cases.	Minimal changes.
6.7	Explained that an employee can't receive workers' comp checks and a regular paycheck. Talked about the return-to-work program.	Minimal changes.
7.1	Talked about two retirement plans options: Maine Public Employees Retirement System (Maine PERS) and MissionSquare	Included 3% under MissionSquare for Managers, which has been the Town practice. Mission Square was updated as it is the new name for ICMA RC

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7.2	<p>Talked about re-employing on a full-time basis employees who have retired with the Town in a good standing:</p> <ul style="list-style-type: none"> A. The employee is in good standing with the Town at the time of retirement. B. The employee obtains, at their own expense, a physical examination from a physician approved by the Town to certify that he or she can meet the physical requirements of the position. C. The duration of re-employment may not be greater than five years. D. The Town will not make further employer contributions to retirement benefits other than contributions to Social Security as required by law. E. The Town Manager and the Board of Selectmen must approve the re-employment. F. Employees employed under the terms of this section shall forfeit any seniority rights as such rights may be a factor in layoffs, promotions, or transfers. 	<p>The whole policy changed Including name): Retire-Rehire</p> <ul style="list-style-type: none"> A. The employee is in good standing with the Town at the time of retirement. (Stayed the same) B. The duration of re-employment is up to 5 years with a review after the term. (changed from 'no longer than 5 years' to 'with a review after 5 years') C. The Town will contribute to retirement benefits such as MissionSquare Retirement, Social Security and MainePERS as specified in their by-laws under the Retiree Payment section and as required by law. (changed based on a new Maine PERS law) D. The Department Director must recommend an employee with the final approval from the Town Manager for their re-employment. (changed from the BOS to the Town Manager) E. Employees will maintain their longevity level for the purposes of vacation time and pay. (changed to benefit an employee)
7.3	<p>Explained that the Town participates in the Social Security program as required by law.</p>	<p>Minimal changes.</p>
7.4	<p>Explained the provisions adopted by the Town where the Town would debit a certain amount of accrued sick hours and contribute 85% of the value of those hours into employees' Health Savings accounts. It was at 200 hours for Department Directors and 480 for the Union staff.</p>	<p>Changed to a new language that was adopted by the Board of Selectmen on 10/28/2021, to correct the language to reflect the Town's practice.</p>

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8.1	Employees may take accrued vacation time after six months of employment with the approval of the Town Manager or his/her designee.	Changed to “Employees may take accrued vacation time with the approval of the Department Director or his/her designee.” But the accrual rates stayed the same.
8.2	Listed all the holidays.	No changes.
8.3	Outlined general provisions under which an employee would qualify to take a holiday.	No changes.
9.1	Eligible employees shall be entitled to one (1) working day of sick leave per month to accumulate to a maximum of one hundred and twenty (120) days, except that new employees shall complete the six (6) months probationary period before becoming eligible for the benefits of this Article.	Changed to: “Eligible employees shall be entitled to one (1) working day of sick leave per month to accumulate to a maximum of four hundred eighty (480) hours except that new employees shall work a full month (30 days) before becoming eligible for the benefits of this Article.”
9.2	Explained that an employee can take up to 40 hours of sick leave per calendar year to care for members of the employees’ immediate family.	Minimal changes.
9.3	Not included.	A policy that was adopted by the Board of Selectmen in 2017.
9.4	Not included.	A new Maine Law as of January 1, 2021, states that all employees must accrue earned paid leave hours if they do not get any accrued time.
9.5	Allowed employees to take time off without using vacation or comp time in the event of death in the family.	Minimal changes.
9.6	State and Federal laws protect employees who are out on military leave.	Minimal changes.

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9.7	State and Federal Family Medical Leave Act gives an employee job security for up to 12 weeks if an employee is out for a list of medical reasons.	A new language was added: “A permanent full-time employee who is qualified for FMLA will be granted an additional two (2) weeks or 80 hours of paid sick time upon the birth or adoption of their child to be used concurrently with FMLA.”
9.8	Established that any employee called for jury duty on days falling within his usual work period for the Town shall be paid for those days the difference between the compensation he would have received from the Town and his jury compensation, exclusive of travel allowance, for such services.	Any employee called for jury duty on days falling within the employee’s usual work period for the Town shall be paid for the overlapping hours, but payments made for the jury duty shall be signed over to the Town when they are received by the employee.
9.9	Described two different types of leave of absence: general leave of absence and physical disability leave of absence. The difference was in the amount of time an employee could request and the reasons for such requests.	Changed as follows: We do not differentiate between general leave and one due to physical disability – we merged it into one category. The language allows an employee up to 180 days to an employee if they request it with approval from the Department Director and Town Manager. This is in alignment with Town practices. Each request is reviewed every 30 days.
10.1	Not included.	It was a separate policy before, so we added it, and the full version is Appendix E.
10.2	Offered assistance to pay for education to any employee if classes would benefit their work performance.	Minimal changes.
10.3	Outlined the regulations according to purchasing any items for the Town.	Minimal changes. The full policy is in Appendix F.

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10.4	Explained that an employee can be reimbursed for reasonable and necessary expenses while out on the Town's business.	Minimal changes.
11.1	Not included.	It was a separate policy before, so we added it, and the full version is Appendix G.
11.2	Determined that any employee can't be engaged in other employment if it contradicts their duties at the Town.	Minimal changes.
11.3	Contained the full list of possible employee' misconducts.	Added 15. Failure to receive authorization prior to working overtime.
11.4	Explained the process of the disciplinary process in case of any violations.	Minimal changes.
11.5	Outlined the grievance process.	Minimal changes.
11.6	Outlined the grievance process with all the time frames and involved parties.	Minimal changes.
12.1	Talked about the voluntary separation and that the employee should provide written notice.	A new language was added about layoffs: An employee may be subject to a non-disciplinary, involuntary termination through a layoff in connection with the shortage of funds, abolition of a position, or lack of need for the work performed by an employee. In such cases, affected employees will be given as reasonable an amount of advanced notice as conditions permit (at a minimum of two weeks).
12.2	Talked about the payout upon separation.	Minimal changes.
13.1	If one article is invalid, it does not deem the whole document invalid.	Minimal changes.
Appendixes	Not included.	Larger policies as described above.

TOWN OF KENNEBUNKPORT

PERSONNEL POLICY

Adopted February 9, 2023



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SECTION 1: INTRODUCTION AND GENERAL PROVISIONS

Article 1.1 Introduction

Welcome to the Town of Kennebunkport! The Town looks forward to providing you with a challenging and satisfying employment experience as well as the unique opportunity to make a significant contribution to the community. The Town values you and your well-being as you play a vital role in providing the citizens of Kennebunkport with the highest quality of services possible. We want to ensure that you are a satisfied employee, with the support necessary to achieve the objectives of your position. In appreciation of your service to its citizens, the Town offers you a full range of benefits.

We want you to share the pride of being a municipal representative and contribute to Kennebunkport's future vision. Our goal is always to use good judgement in the discharge of our duties and to represent our community with pride. This Policy was adopted by the Board of Selectmen as a guide for each team member to make sure that everyone is treated fairly and equally while working towards a common goal. This Policy applies to all full-time, part-time, and temporary employees as defined here.

Article 1.2 Purpose

The purpose of the Board of Selectmen in prescribing these rules is to set forth a uniform and equitable system of personnel administration for the Town of Kennebunkport, promote effective and efficient municipal operations on behalf of the citizenry, and to pursue positive employee morale. The hope of the Town is to provide each employee with a written summary of work benefits, privileges, and responsibilities to better ensure that all employees are treated fairly and to provide a logical, workable method for employees to resolve any problems that may arise from time to time.

Article 1.3 Scope

These rules and policies shall apply to all Kennebunkport employees, except to the extent that they conflict with a collective bargaining contract or individual employment agreement signed by the Town Manager or Board. Any employee covered by a collective bargaining agreement shall be directed by such agreement where differences occur. The benefits provided by the Town to employees shall apply to employees as specifically provided herein.

Article 1.4 General Administration

The General Administration of the Town is comprised of the Select Board, the Town Manager, and the Town Departments.

The Select Board – is an executive branch of the government in Kennebunkport selected by the citizens of the Town. It consists of five members, one of whom is the chair. The Board votes on broad policies, establishes the annual budget, discusses and determines solutions for the broad issues, votes on the town-wide policies.

Town Manager - the executive who is responsible for the day-to-day activities and long-term planning of the Town. They coordinate communication between the Select Board, the citizens, and employees. The Town Manager also encourages and exercises the leadership in the development of sound personnel practices between the departments of the Town of Kennebunkport; fosters and develops programs for the improvement of employee effectiveness, including training, safety, health, counseling, proper courtesy when dealing with the public, and respect for municipal property; ensures that in each department these rules are administered fairly and in conformity with local ordinances and provisions of state and federal statutes; recommends to the Board of Selectmen revisions and modifications to these policies and rules as may be necessary to reflect changes in laws, economic conditions, and policy decisions, and to ensure sound personnel practices.

Town Departments – are smaller entities that form the municipal government at large. Each department is led by the Department Director and has its own functions and responsibilities while working in partnership with other departments. It is recognized that there may be a need to establish and maintain departmental rules of conduct and procedures, especially in the emergency services area. In case of conflict between these rules and policies and those of a specific department, these rules and policies shall supersede department policies unless the departmental rules and revisions have received approval by the Select Board and are officially documented. Every reasonable effort should be made to ensure maximum compatibility between these and departmental rules.

Article 1.5 Personnel Files and Personal Information

Personnel files are maintained for all town employees and contain any paperwork related to your employment.

Human Resources (HR) shall, upon written request from an employee, provide the employee or the employee's duly authorized representative with an opportunity to review and copy the employee's personnel file. Such reviews shall take place at the location where the personnel files are maintained and during regular office hours in the presence of a staff member. The Town may charge the employee for the cost of copying if more than one copy of the personnel file is requested in a given year.

Changes in personal information must be reported to Human Resources as soon as possible. Examples of changes include, but are not limited to, name, address, telephone number, emergency contacts, family information (such as a change in marital status or dependents), or change in insurance beneficiary.

SECTION 2: POLICY STATEMENT AND COMPLIANCE

The following articles provide summarize of the general policies of the Town. Full policies can be found in the appendices.

Article 2.1 Computer and Internet Use Policy

The Town's computers and network system are provided for purposes related to business operations and performance of employees job responsibilities. Incidental personal use of Town computers is permitted as long as such use: 1) does not interfere with the job responsibilities and performance of the employee and/or co-workers; 2) does not interfere with system operations; and 3) does not violate this policy and/or any laws. "Incidental personal use" is defined as use by an individual employee for occasional personal communications.

For the full Computer and Internet Use Policy, refer to APPENDIX A.

Article 2.2 Drug and Alcohol Policy

The Town is committed to maintaining a drug and alcohol-free work environment and to taking immediate action in response to unacceptable drug and alcohol-related behavior(s) by employees.

No employee shall possess, use, sell, distribute, manufacture or be under the influence of alcohol, illegal drugs, marijuana, or any other substance that affects the employee's behavior or ability to perform their job responsibilities while on duty, on work premises, while driving on Town business, or while representing the Town in connection with their employment.

For the full Drug and Alcohol Policy, refer to APPENDIX B.

Article 2.3 Equal Opportunity and Non-Discrimination Policy

The Town shall administer and implement these policies in a manner that shall not discriminate unlawfully against any person because of race, color, religion, gender, ancestry, national origin, age, sex, sexual orientation, familial status, physical or mental disability or gender identity and/or expression. The Town will provide reasonable accommodation for disabilities of otherwise qualified employees or applicants for employment.

Employees should report any discrimination to their Department Director, Human Resources, or the Town Manager.

Article 2.4 Harassment Policy

The Town expects all employees to conduct themselves with dignity and with respect for fellow employees, citizens, vendors and others. Employees shall not verbally, physically or psychologically harass another individual based on their race, color, religion, gender, ancestry, national origin, age, sex, sexual orientation, familial status, physical or mental disability, or gender identity and/or expression. Harassment is disruptive, interferes with the Town's business, and creates an intimidating, hostile or offensive work environment.

For the full Harassment Policy, refer to APPENDIX C.

Article 2.5 Political Activity

While in the employ of the Town, all employees shall refrain from seeking or accepting nominations or election to any office in the Town government and from using their influence publicly in any way for or against any candidate for elective office in the Town government. Town employees shall not circulate petitions or campaign literature for elective Town officials or be in any way concerned with soliciting or receiving subscriptions, contributions, or political service from any person for any political purpose pertaining to the Town government. This policy is not to be construed to prevent Town employees from becoming or continuing to be members of any political organization or from voting with complete freedom in any Town, State, or national election.

No full-time or part-time employee of the Town shall serve on any appointed board of the Town of Kennebunkport unless appointed in connection with their

employment.

Article 2.6 Tobacco Use

It is the established policy of the Town to provide a safe and healthy place of business for its employees and citizens. The use of all tobacco products (including smokeless ones) is strictly prohibited in all Town-owned buildings and vehicles. Town buildings include offices, hallways, waiting rooms, restrooms, lunchrooms, meeting rooms, and community areas. This policy applies to all employees, citizens, and other visitors.

Article 2.7 Workplace Safety and Accident Reporting

Each employee is required to observe safety rules and procedures, and to exercise caution at work. Employees must immediately report to their supervisor and Human Resources any accident or injury that takes place while at work, no matter how minor the accident or injury may appear to be at the time.

Employees who violate safety rules and procedures; cause dangerous situations; or fail to report unsafe conditions will be subject to disciplinary action, up to and including termination.

SECTION 3: HIRING, RECRUITMENT, AND PRE-EMPLOYMENT PROCESS

Article 3.1 Eligibility

It is the policy of the Town of Kennebunkport that all positions within the Town be filled by fully qualified people who have been evaluated based on job-related criteria. Eligibility for appointment, promotion, or transfer shall therefore be based on such qualifications. It is also the policy of the Town to provide opportunities for growth and advancement to qualified employees when possible.

Article 3.2 Announcement of Vacancies

Recruitment notices shall be prepared setting forth a basic description of the position, any minimum qualifications or education, necessary skills, and experience preferences. The notice shall also state the application steps to be followed and, if applicable, the closing date for submitting application materials. Such notices shall affirm Kennebunkport as an equal opportunity employer and shall be posted on bulletin boards at appropriate Town work sites as well through external platforms. The media used may include, but is not limited to, the Town's

website, web-based services, newspapers, professional journals, and websites.

All advertising, review of applications, interviews scheduling, hiring, transfer, and promotion procedures shall be coordinated through Human Resources in collaboration with Department Directors.

Article 3.3 Application for Employment

Applications for employment with the Town shall be made on a standard application form and/or by the submission of a resume and cover letter or completion of other such documents as may be prescribed. Full application packets shall be accepted only during the time period set forth in the recruitment notices however, the period for accepting applications may be extended for the purpose of increasing the number of applicants.

Article 3.4 Job Descriptions

Job descriptions that state the nature of the position, its responsibilities, and minimum qualifications shall be developed and maintained. Copies shall be made available to employees at time of hire.

Article 3.5 Physical Examination

New employees may, after a conditional offer of employment, be required to pass a medical examination, which shall verify the employee's ability to physically perform the duties of the position for which they has been hired. Physical examinations conducted at the Town's request will be paid for by the Town. Thus, the Town will schedule an appointment at the appropriate facility and notify an employee.

Article 3.6 Uniforms and Equipment

Specialized gear, protective clothing, safety equipment, and materials will be provided by the Town to the persons who require the items in the performance of their work. Types and quantities of items and the responsibility of care for said items are specified in the respective department directives.

Town-provided uniforms and equipment shall be worn only in places and at times that bear a reasonable relationship to the performance of official duties. Employees issued Town uniforms and equipment shall be responsible for the care and maintenance of same and will return all such uniforms and equipment

upon separation. Departments may enter into maintenance agreements for the care of their departments' uniforms.

SECTION 4: EMPLOYMENT AND POSITION CLASSIFICATIONS

Article 4.1 Employment Classifications

There are two major categories in job classifications: nonexempt and exempt.

Nonexempt employees are entitled to overtime pay as they are not exempt from the law's requirements concerning minimum wage and overtime. Nonexempt employees are generally paid on an hourly basis.

Exempt employees are not entitled to overtime as they are generally executives, managers, administrative or professional staff. Exempt employees are generally paid on a salary basis.

Any person employed in a permanent full-time or part-time position by the Town shall be employed on a probationary status for a period of six months except as otherwise provided by State law or contract. The conduct and work performance of employees on probation will be subject to review and evaluation during the six months, and they may be removed or demoted at any time during the probationary period. Such removals or demotions will not be subject to review or appeal.

Article 4.2 Town's Classifications

- A. Permanent Full-time Employment** is an appointment to a permanently budgeted position to work a standard workweek of no less than 35 hours each week on a continuing and year-round basis. Full-time employees are eligible for all benefits described further in the Policy under the Benefits section (Section 6).
- B. Permanent Part-time Employment** is an appointment to a permanently budgeted position to work a standard workweek of between 16 hours and 35 hours each week on a continuing and year-round basis. Permanent part-time employees are entitled to some benefits as described further in the Policy under the Benefits section and/or in benefit plan documents such as prorated vacation, sick, and holiday time.
- C. As-Needed Employment** is defined as those employees who are scheduled on average to work less than 16 hours per week such as called-in election

workers or per-diem employees. As-Needed employees do not have set hours and are generally not entitled to employee benefits unless specified by the Personnel Policy or by State or Federal Law.

D. Temporary Employment is an appointment to work on a full- or part-time basis but for a defined limited period of time, usually not to exceed six (6) months. It may also be classified by the State of Maine as a seasonal employment, depending on industry and dates. Extensions of temporary employment may be granted by the Town Manager for up to three (3) months. Temporary employees are paid for hours worked and receive no other Town benefits, except those specified herein or mandated by law.

Article 4.3 Employee Performance Evaluation

The Town shall establish and maintain a Performance Evaluation and Review Plan applicable to all positions. Each employee shall be evaluated in accordance with the criteria and procedures set forth in the plan. Employees, at a minimum, will be evaluated and provided with feedback on their performance prior to the conclusion of their first six (6) months of employment and every January-February thereafter.

SECTION 5: WORK HOURS AND ATTENDANCE

Article 5.1 Normal Work-Week

Due to the variations in the services offered by the Town, hours worked per week may vary among the departments. The regular workweek for payroll purposes begins on Monday and ends on Sunday. Full-time employees are expected to work a 40-hour workweek or as determined by the Department Director with the approval of the Town Manager. The Town reserves the right to adjust hours of work. It is understood that, within reason, exempt employees shall accomplish the work assigned to the position regardless of the hours required to do the work. Part-time, seasonal, and temporary employees will develop and set a schedule according to the departmental needs and with the approval of the Department Director.

Article 5.2 Lunch Periods

All employees shall be granted a 30-minute unpaid lunch period during work shifts that are 6 hours or longer. Exceptions to this rule are Police and Communications employees working a forty (40) hour week, who shall remain on duty during lunch in accordance with their contract.

Article 5.3 Rest Breaks

Morning and afternoon rest breaks of fifteen (15) minutes maximum duration shall be granted to employees by the supervisor except when work requirements must take precedence.

Article 5.4 Overtime

Based on departmental work demands, reasonable overtime may be required outside of the standard workweek. All overtime hours must be approved by the Department Director prior to working the hours.

Non-exempt hourly employees who work over forty (40) hours in a regular work week shall be compensated at a monetary rate of one and one-half (1 1/2) times the employee's regular rate of the affected employee. Sick leave shall not constitute time worked in computing overtime. Holiday, vacation, and the initial seven (7) days covered by a worker's compensation claim during a twelve (12) month period shall count as hours worked for the computing of overtime. In the event that workers' compensation exceeds seven (7) days in any twelve (12) month period, any subsequent absence shall not count as hours worked for the purpose of computing of overtime.

Article 5.5 Compensation Time

Employees may elect to receive compensation time in lieu of overtime, with a maximum total accumulation of 48 hours or (6) six days at any given time. The employee must use a minimum of one (1) hour at a time, its use will require Department Director approval, and the Town reserves the right to pay the overtime. Employees may use a maximum of twelve (12) days of compensation leave in a calendar year.

Article 5.6 Shift Assignment Changes and Remote Work

The schedule and employee's daily and weekly shift assignments are based on the operating requirements and budgetary constraints of the Town and are subject to change. The Town shall have the exclusive right to make any such change and shall make every attempt to notify employees in advance.

The Town will also accept telework requests on a case-by-case basis. While not all positions are eligible, all requests should be submitted to the Department

Director for review and to the Town Manager for approval. Where union employees are affected, procedures shall follow the union contract.

Article 5.7 Attendance

It is imperative for each employee to be at their workplace and ready to perform as scheduled because this defines the flow of the day and citizens' expectations. Thus, to provide the best service, all employees shall be at their respective workplaces in accordance with the general or departmental regulations pertaining to the hours of work. Department Directors shall submit records of daily attendance to the Finance/HR Department. Such records are kept by the Finance Department and serve as the basis for the periodic reports to the Town Manager per their request. In the event of a necessary absence due to illness or any other cause, it is the responsibility of the employee to see that the supervisor is advised of the absence and reason before the time that the employee is expected to report to work and as soon as the employee becomes aware of an appointment.

SECTION 6: HEALTH BENEFITS AND INSURANCE

Article 6.1 Health Insurance

The Town shall provide health insurance to all permanent full-time employees classified by the Town as eligible for this health insurance benefit, or as required by State or Federal law. The Town shall possess the authority and discretion to select and change insurance carriers from time to time to provide health insurance benefits and the authority to add to or modify health insurance benefits.

Currently, the Town provides health insurance through the Maine Municipal Employees Health Trust (MMEHT) PPO 500 plan. The Town shall fund 100% of the employee's deductible and 100% of the employee's Maximum Out-of-Pocket expense through a Health Reimbursement Account (HRA). Effective July 1, 2014, the employee and Town share of the cost of the medical insurance premium for all coverage options shall be 15% and 85% respectively.

Article 6.2 Cash-In-Lieu of Health Insurance

As an alternative to health insurance coverage, the Town offers eligible employees the option of cash in lieu of health insurance. To participate in the cash in lieu option, an eligible employee must document to the satisfaction of the Town that

they are otherwise covered by another employer's group-sponsored health insurance plan or must elect coverage at a level less than the employee is eligible for as a result of the employee's family situation. For any employee enrolled in cash-in-lieu program before 07/01/2015, the buyout benefit is

No coverage at all for the Full Family/EE+Spouse/EE+Children	\$650.00
Employee only coverage	\$365.00

For any employee enrolled in cash-in-lieu program after 07/01/2015, the buyout benefit is

No coverage at all for the Full Family/EE+Spouse/EE+Children	\$416.66
Employee only coverage	\$229.16

Article 6.3 Dental and Vision Insurance

The Town shall provide Dental insurance coverage to eligible employees under the Town's dental insurance plan. The Town shall pay 50% of the premium cost and the employee shall pay 50% of the premium cost of the dental insurance for the coverage elected by the employee.

The Town shall also offer Vision insurance coverage with 100% of the premium paid by the employee.

Article 6.4 Income Protection (IPP)

The Town offers an income protection benefit to permanent full-time employees, at their own expense, through the Maine Municipal Employees Health Trust.

Article 6.5 Flexible Spending Account

The Town shall provide, under the Internal Revenue Service Code of 1986 as amended, a Medical Care Flexible Spending Account under IRS code Section 105 and a Dependent Care Flexible Spending Account under IRS code Section 129. These FSA benefits are available at the employee's option. All contributions to either a medical care FSA or a dependent care FSA are the employee's sole responsibility and obligation. The Town shall pay for the cost of administration of the employee medical care or dependent care FSA through a third-party administrator of the Town's sole choice.

Article 6.6 Workers' Compensation Insurance

The Town offers Workers' Compensation Insurance, which provides income and other benefits covering occupationally-incurred disabilities for all Town employees. Any employee who sustains a personal injury or compensable illness arising out of and in the course of Town employment must within 24 hours report an incident to the Department Director and Human Resources so they can file the first report of injury. Said report will be made on a proper form provided by the Town. Employees who qualify shall be paid for each week of total incapacity from work resulting from the injury or illness an amount, to equal the employee's net weekly wage. These payments will continue for fifty-two (52) weeks from the date of the illness or injury provided that the employee involved is receiving compensation for total incapacity under the Workers' Compensation Laws of the State of Maine. The Town reserves the right to assign the employee to light duty in order to reduce or eliminate such payments, pending medical advice.

Article 6.7 Worker's Compensation Claims

An employee shall not be entitled to receive payments or regular wages or salary plus workers' compensation insurance benefits for any concurrent dates. Whenever an employee has been deemed eligible to receive workers' compensation insurance, they must sign the workers' compensation check over to the Town while the Town will continue to compensate an employee through payroll.

The Town may terminate any employee (a) who refuses to participate in a Return to Work Program despite having received medical clearance to do so; (b) who has failed to return to the employee's regular work position, modified or otherwise, for a period of at least fifteen (15) months from the date of injury (including participation in the Return to Work program), or (c) upon written certification from the employee's attending physician that there no longer exists an expectation that the employee will be able to return to the employee's regular position. The Town reserves the right in any such instance to require the employee to be examined by the Town's physician at the Town's expense. The employee will receive at least a ninety (90) calendar day notice of the Town's intention to terminate the employee, except in any instance in which an employee refuses despite medical clearance to participate in the Return-to-Work Program.

SECTION 7: RETIREMENT BENEFITS

Article 7.1 Retirement Benefits Options

Nothing in this Article shall restrict the Town in its selection of benefit carriers or benefit levels.

The Town will offer a retirement program to permanent full-time and permanent part-time employees. The Town will contribute on behalf of the employee in either the Maine Public Employees Retirement System (MainePERS) as a Participating Local District and/or in an ICMA RC (457) Deferred Compensation Program as described below:

- **Maine Public Employees Retirement System (MainePERS):** Participation shall be subject to rules and regulations of the program option selected by the Town. The employer's contribution mandated by MainePERS will be paid by the Town for all eligible and participating employees. Permanent full-time and permanent part-time employees participating in MainePERS may also elect to participate in a Deferred Compensation Plan (Plan 457) of the Town's choice with the Town matching employee contributions up to a maximum of two percent (2%) of the employee's income and up to three percent (3%) for Department Directors and Managers.
- **MissionSquare Retirement 'ICMA R.C. Deferred Compensation Program':** All permanent full-time and part-time employees not participating in the Maine Public Employees Retirement System may enroll in an ICMA Retirement Corporation, 457 Fund Deferred Compensation Program. The Town will match employee contributions up to a maximum of six percent (6%) of the employee's income.

Article 7.2 Retire-Rehire

The Town may consider for re-employment to the same position an employee who has retired from the Town under the MainePERS System subject to the following conditions:

- A. The employee is in good standing with the Town at the time of retirement.
- B. The duration of re-employment is up to 5 years with a review after the term.
- C. The Town will contribute to retirement benefits such as MissionSquare Retirement, Social Security and MainePERS as specified in their by-laws under the Retiree Payment section and as required by law.

- D. The Department Director must recommend an employee with the final approval from the Town Manager for their re-employment.
- E. Employee will maintain their longevity level for the purposes of vacation time and pay.

Employees who retire early and take reduced benefits from MainePERS do not qualify under this section. Employees in positions covered by a collective bargaining agreement are eligible for re-employment after retirement only as specified in the applicable collective bargaining agreement.

Article 7.3 Social Security

The Town participates in the social security system for employees as required by federal law. Participation is mandatory for covered employees, who shall contribute the employee share as required under federal law.

Article 7.4 Retirement Health Savings

The Town offers a Health Care Savings Plan to all eligible employees at a date defined by the Town (typically, after November 1). The Town debits a certain amount of accrued sick hours and contributes 85% of the value of those hours into employees' Health Savings accounts. Each year, in November, employees' sick time accruals will be reviewed for hours exceeding 480 hours.

Employees will be compensated for 85% of the value of sick time above 480 hours up to a maximum of 56 hours (7 days).

This one-time contribution per year will bring employee's total down to their maximum of four hundred eighty (480) hours of accrued sick time.

SECTION 8: VACATION AND HOLIDAYS

Article 8.1 Vacations

Employees may take accrued vacation time with the approval of the Department Director or the Director's designee.

Exempt, salaried employees are entitled to accrue paid vacation time in accordance with the following schedule:

YEARS OF SERVICE	HOURS PER PAY PERIOD	DAYS PER YEAR
-------------------------	-----------------------------	----------------------

0-1 YEAR	1.84 h	12 working days
1-2 YEARS	2.30 h	15 working days
2-5 YEARS	2.77 h	18 working days
5-10 YEARS	3.07 h	20 working days
10-15 YEARS	3.38 h	22 working days
15-20 YEARS	3.69 h	24 working days

The Town Manager may, upon the appointment of an exempt, salaried employee, provide for an accrual of vacation time greater than otherwise provided herein, if that employee, in the opinion of the Town Manager, has the equivalent work experience and qualifications equal to ten years in the job being appointed to.

Non-exempt, hourly employees are entitled to accrue paid vacation time in accordance with the following schedule:

YEARS OF SERVICE	HOURS PER PAY PERIOD	DAYS PER YEAR
0-1 YEAR	1.38 h	9 working days
1-2 YEARS	2.00 h	13 working days
2-5 YEARS	2.30 h	15 working days
5-10 YEARS	2.77 h	18 working days
10-15 YEARS	3.07 h	20 working days
15-20 YEARS	3.38 h	22 working days
20-25 YEARS	3.69 h	24 working days

Vacation schedules shall be submitted to the supervisor or designee by the department directors for approval. In case of conflict, vacations shall be granted in an equitable manner that takes into account seniority and important holidays. The total accumulation of accrued vacation time shall not exceed twenty-five (25) days (200 hours). Employees must request vacation from the Department Director and in accordance with the department's rules.

Upon separation from employment for any reason, an employee shall receive pay for any unused accrued vacation or earned paid leave (Article 9.4).

Article 8.2 Holidays

The following holidays shall be paid holidays for all eligible Town employees:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 8. Indigenous Peoples' Day |
| 2. Washington's Birthday | 9. Veteran's Day |
| 3. Martin Luther King Day | 10. Thanksgiving Day |

4. Patriot's Day	11. Day after Thanksgiving
5. Memorial Day	12. 1/2 Day Christmas Eve
6. Independence Day	13. Christmas Day
7. Labor Day	14. Personal Day

Article 8.3 Holidays Eligibility

In order to be paid for a holiday, an employee must work the last scheduled day before the holiday and the first scheduled day after the holiday, or be on authorized leave. Holidays will be observed on the dates scheduled by the state and/or federal government.

Hourly employees who are required to work a holiday shall be given an eight (8) hour personal paid day off or double the applicable hourly rate for hours worked per employee's choice. Personal time days off shall be granted subject to a written request to the Department Director or Town Manager at least forty-eight (48) hours before the commencement of the day to be taken and shall be taken within thirty (30) working days following the holiday. However, specifically requested dates for personal days may be rejected based on departmental needs.

Any other time declared as a holiday or non-workday by the Town Manager or Selectmen for non-union employees shall also be granted to all union employees.

Employees will accrues the Personal Day on January 1 of each year and must take it during that calendar year. Personal days not used may not be carried over and have no cash value.

SECTION 9: LEAVES

Article 9.1 Sick Leave

Eligible employees shall be entitled to one (1) working day of sick leave per month to accumulate to a maximum of four hundred eighty (480) hours except that new employees shall work a full month (30 days) before becoming eligible for the benefits of this Article. Sick leave shall be earned by an employee at the foregoing rate in any month in which the employee is compensated for forty (40) or more hours of actual work. For the purpose of this section, however, earned vacation and comp time shall be considered as working time. Current employees who have in excess of 480 hours accumulated as of November 1, will be paid that time in accordance with the existing policy into their HRSA Account.

A sick leave pay for up to three (3) consecutive days of sick leave may be granted

by the Department Director. A request for a sick leave pay for more than three (3) consecutive days must be accompanied by a written statement from the employee's physician documenting the need for the necessary absence. The employee shall, when required, advise the Department Director and HR of their medical status and the availability for work. An employee may also request Family Medical Leave or Family Sick Leave depending on eligibility.

Upon retirement, or separation after 10 years of service, an employee shall receive the dollar value of fifty percent (50%) of the unused portion of the employee's accumulated sick leave. Such payment is not to exceed the dollar value of forty-five (45) days, i.e., three hundred sixty (360) hours, of pay at the applicable straight time hourly rate. In the event of the death of an employee, fifty percent (50%) of all unused sick leave shall be paid to the employee's estate.

Article 9.2 Family Sick Leave

An employee may elect to use up to forty (40) hours of earned sick leave per calendar year to care for members of the employee's immediate family (spouse, children, or parents) who are ill. Upon documentation of a qualifying family medical leave event affecting a member of the employee's immediate family (spouse, children, or parents), an employee may utilize up to two hundred-forty (240) hours of earned sick leave during the term of that FMLA absence. This time must be taken concurrently with the FMLA leave of absence.

Article 9.3 Catastrophic Leave Policy

Occasionally, employees have a serious non-work-related illness or accident which causes the employee to be absent from work for extended periods of time. The employee may not have sufficient accrued sick and vacation leave to cover the expected duration of absence. The Town Manager may authorize a catastrophic leave bank for the employee absent due to illness or accident. The establishment of the catastrophic bank will be at the discretion of the Town Manager who will consider the request on a case-by-case basis using the following guidelines:

- The employee or employee's immediate family member (spouse, children, parent) is facing a life-threatening or serious long-term chronic medical condition.
- The employee has successfully completed their probationary period and have worked for the Town for a minimum of one year.

- The employee has or will use up all accrued leave (sick, vacation, personal days, sick leave incentive days, floating holidays, and/or comp time) while out of work as a result of sickness or accident.
- The illness or accident is not covered by Worker's Compensation either through the Town or through the employee's outside or second employer.
- The employee has no second source of income (second employment, self-employment) from which they will be deriving an income during the catastrophic leave.
- The employee must not have been disciplined previously for the use of leave.
- Employee is at risk of having to pick up the entire cost of health insurance.
- The employee will have to request the establishment of the catastrophic leave bank.

Procedures establishing a Catastrophic Bank

Co-workers may initiate the catastrophic bank by forwarding the request to the Department Director, who in their turn, will forward their recommendation to the Town Manager. The bank may be established within the department or may be Town-wide at the discretion of the Town Manager. The Town Manager will provide written notification if they approve the establishment of a catastrophic bank.

If approved by the Town Manager, the catastrophic leave bank will be established for the weeks remaining in the employee's 12-week FMLA period. The Town Manager may extend the sick leave bank up to an additional 12 weeks, at the Town Manager's discretion. In order for an extension to be considered, an employee would need to qualify for an approved leave of absence, as well as all other noted standards. If the leave bank is approved, the catastrophic leave bank will make up the difference between the employee's regular salary and the Income Protection Plan benefit. The Town Manager may suspend the catastrophic leave bank if the employee reaches maximum medical improvement and is not expected to be able to return to work at any time in the future, or for any other reason which would compromise the integrity of the catastrophic leave policy. The catastrophic leave bank will be suspended once the employee returns to work. The bank is designated specifically for the employee for whom it is established and may not be transferred to any other employee.

Contributions by employees to the bank are voluntary. Employees wishing to donate time to the catastrophic leave bank must sign an authorization form

indicating the number of hours and the type of leave they wish to donate. Employees may donate vacation, sick, or comp time, as well as personal or deferred holidays. Donating Employees must donate in increments of 1 hour and must maintain 40 hours of vacation and 80 hours of sick time for their own personal use prior to donating time to another. Employees will be advised that once the time is donated to the bank it may not be returned to the employee donating the time for the donating employee's personal use or to be cashed out in the future. However, if the employee for whom the sick bank is established does not use the time donated, the donated time will be returned to the employees who originally donated it. Authorization forms will be forwarded to Human Resources. Human Resources will keep a record of the names of employees donating vacation time and a record of vacation hours used from the sick bank.

Article 9.4 Earned Paid Leave (EPL)

All employees (full-time, part-time, temporary, and per diem) will accrue earned paid leave hours unless employees receive benefits that exceed this standard. Employees in a seasonal industry defined by the Unemployment Insurance Commission, volunteer firefighters, and elected officials are not eligible for EPL. Accrual of earned paid leave hours begins on the first day of employment, but employees may not use accrued EPL until after 120 calendar days of employment.

Earned paid leave will accrue at a rate of one (1) earned paid leave hour for every forty (40) hours worked, up to a maximum of forty (40) hours per calendar year. An employee may carry over up to a maximum of forty (40) hours each calendar year.

An employee may use EPL for any purpose, including vacation, sick, family sick, emergency, or sudden necessity in increments of a minimum of one (1) hour at a time. The request for leave must be submitted up to four (4) weeks prior to leave, unless the request relates to an emergency, sudden necessity, or illness. When the request relates to an emergency, sudden necessity, or illness, the employee must submit as much notice as reasonably possible in the circumstances. Leave requests must be approved by the Town Manager or by the Department Director.

Upon separation from employment for any reason, an employee shall receive pay for any unused accrued vacation or earned paid leave.

Article 9.5 Bereavement Leave

In the event of death in the employee's immediate family, the employee shall be granted up to five (5) days leave of absence with full pay to make household adjustments or to attend funeral services. "Immediate family" for the purposes of this policy is defined to include spouse, children, stepchildren, parents (including foster parents), or stepparents. Three (3) days leave of absence with full pay will be granted to make household adjustments or to attend funeral services of siblings, stepsiblings, parents-in-law, grandparents, and grandchildren.

In the event of the death of an aunt, uncle, niece, nephew, sibling-in-law or another close relative, an employee shall be granted one (1) day off with pay to attend the funeral.

Article 9.6 Military Leave

The Town complies with all state and federal laws concerning military leave. The Town will pay the employee the balance between service pay and the employee's regular compensation for up to two weeks of reserve training or service each year. Employees called up to active duty must sign the check over to the Town while the Town will continue to compensate an employee through payroll. After two weeks, the employee may utilize any available vacation, compensatory, or EPL leave. Employees are expected to provide documentation of their orders as soon as reasonably possible to Human Resources. See HR for more information about military leave.

Article 9.7 Family Medical Leave (FMLA)

The Town of Kennebunkport provides Family and Medical Leave in compliance with the Federal Family and Medical Leave Act as well as the Maine Family Medical Leave Act, whichever is applicable. The Family and Medical Leave Act, allows employees who have worked for the Town for at least 12 months and worked a minimum of 1,250 hours in the previous 12 months to take up to 12 weeks of unpaid leave in a 12-month period. FMLA runs on a rolling year basis and runs concurrently with all other applicable leave and leave benefits.

A permanent full-time employee who is qualified for FMLA, will be granted an additional two (2) weeks or 80 hours of paid sick time upon the birth or adoption of their child to be used concurrently with FMLA.

For the full Family and Medical Leave Policy, refer to APPENDIX D.

Article 9.8 Jury Duty

Any employee called for jury duty on days falling within the employee's usual work period for the Town shall be paid for the overlapping hours, but payments made for the jury duty shall be signed over to the Town when they are received by the employee. In addition, the employee shall present the verification to the Town.

Employees excused from jury duty must report back to work during their normal work hours.

Article 9.9 Unpaid Leaves of Absence

The Town Manager, upon recommendation by the Department Director, may grant a general leave of absence without pay or a disability leave without pay due to an extended illness, hospitalization, or other disability-related absences to any employee. Such leave of absence shall not exceed one hundred eighty (180) days in length and shall only be granted when the past record of the employee, and the purpose for which the leave is requested, justifies the leave and is in the best interest of the Town. It is the employee's responsibility to request the leave approval every 30 days from the Department Director and Town Manager. It will be the responsibility of the Town Manager to determine when an employee is fit to return to work based upon medical information supplied by the employee's physician or by requiring the employee to be examined by a physician of the Town's choosing.

For an unpaid leave of absence, an employee must use all accrued vacation, comp, and holiday entitlement before commencing the unpaid leave of absence. The reason for the leave of absence shall be stated in writing and shall be periodically reviewed by the Department Director. Failure on the part of the employee to return to work on the expiration of the granted leave without having arranged for an extension shall be deemed a resignation from the job. Sick leave and other paid leave benefit time will not accrue during an unpaid leave of absence.

During the unpaid leave of absence, an employee is responsible for maintaining their benefits and must make payments to the Town on a monthly basis to cover their share of benefits' premium.

SECTION 10: FINANCIAL OPERATIONS (CASH HANDLING. PURCHASING POLICY AND REIMBURSEMENT OF EXPENSES)

Article 10.1 Cash Handling Policy

The Cash Handling Policy was established for the purposes of ensuring adequate internal controls to account for the handling of Town cash and to maintain public trust. The term ‘Town Cash’ applies to currency, coins, checks, charge payments, other electronic payment media, and other negotiable instruments payable in money to the Town.

All employees who handle cash must abide by the Cash Handling Policy.

For the full Cash Handling Policy, refer to APPENDIX E.

Article 10.2 Educational Assistance

The Town of Kennebunkport will fund educational assistance for job-related courses provided by an accredited institution for full-time employees. The determination of job-relatedness shall be at the sole discretion of the Town Manager. Employees must receive prior approval from the Department Director before the courses will be considered for reimbursement. Budgetary constraints will be a reason considered when deciding on reimbursement. Employees must have successfully completed their probationary period and received prior approval of courses to be eligible for reimbursement. An employee may be reimbursed for no more than eight (8) credit hours in any one semester. The maximum reimbursement per credit hour will be consistent with the cost per credit hour charged by the University of Southern Maine. The Town will reimburse 100% of tuition costs for a grade of A; 75% for a grade of B; and 50% for a grade of C.

Article 10.3 Purchasing Policy

The Town Manager is designated by the Town’s Administrative Code as the Purchasing Agent for the Town, subject to the oversight of the Board of Selectmen. Accordingly, the Town Manager, Department Director, and other designated employees are authorized to spend within budget appropriations. The Town Manager shall issue such rules and regulations and prescribe such forms as deemed necessary to control purchases. For purposes of this policy, purchases shall mean any single item or service or collection of items or services. Items that are purchased collectively, or cumulative purchases from any single

source that total more than any specified expenditure limit shall follow the provisions of the Purchasing policy.

For the full Purchasing Policy, refer to APPENDIX F.

Article 10.4 Travel Expenses

Employees shall be reimbursed for reasonable and necessary expenses incurred while carrying out official Town business. Such reimbursement shall be made in accordance with current approved rates upon submission of a standard expense sheet signed by the employee's immediate supervisor. Such reimbursement shall not apply to travel between the employee's home and worksite. Requests for all reimbursements except mileage must be accompanied by receipts of same and must be approved by the Department Director prior to the occurrence. Reimbursements must be submitted via Reimbursement Request Form. The mileage rate is defined by the IRS.

SECTION 11: EMPLOYEE CONDUCT, WORK RULES, AND DISCIPLINE

Article 11.1 Code of Ethics

The purpose of the Code of Ethics is to support and sustain local governance that is fair, impartial, and ethical, and that is accountable and responsive to the needs of the people of the Town of Kennebunkport. It applies to members of the Board of Selectmen and to members of all Town boards, committees, and commissions (hereinafter referred to as "Members"). This Code of Ethics also applies to Town employees.

For the full Code of Ethics, refer to APPENDIX G.

Article 11.2 Outside Employment

No employee shall, while on duty, be engaged in any employment activity or enterprise that is incompatible or in conflict with their duties for the Town. Failure to curtail outside employment that is determined by the appropriate Department Director or the Town Manager to hinder, interfere with, or prevent the employee from the impartial and efficient performance of duties shall result in termination from Town employment. In any event, no employee shall fail to appear for a mandatory work assignment or shift due to conflicting outside employment or business commitments. In addition, no employee should be hired for a position that can create a conflict of interest or undermine the employee's

position at the Town.

Article 11.3 Disciplinary Actions

Disciplinary action shall initiate with the Department Director unless circumstances dictate otherwise.

Whenever a Department Director judges that employee performance, attitude, work habits, or personal conduct falls below a suitable level, the Department Director shall inform the employee promptly and specifically of such lapses. If appropriate and justified, at the discretion of the Department Director, a reasonable period of time for improvement may be allowed before initiating disciplinary action; however, a specific incident may justify immediate or severe disciplinary action in and of itself. The action to be taken depends on the seriousness of the incident and the pattern of the employee's past performance and conduct.

To ensure effective operations and provide the best possible work environment, the Town expects employees to follow rules of conduct that will protect the interests and safety of all employees and the Town. While it is not possible to list all the forms of behavior that are unacceptable in the workplace, employees will be disciplined for any behavior that is unsafe, detracts from an employee's ability to work, or is not in the Town's best interest. Discipline is in the sole discretion of the Town and, while generally, discipline will be progressive, the Town retains full discretion to deviate from progressive discipline based on the nature of the employee's conduct. Discipline may entail an oral warning, written warnings or reprimands, suspension with or without pay, and termination from employment. Some types of employee misconduct are so serious, however, that they may result in immediate termination. Examples include, but are not limited to, the following:

1. Neglect of duty
2. Work habits, productivity, or ability to perform the functions of one's job decline to a level of competence that is below adequate or acceptable
3. Insubordination, including refusing to respond to a request or order prescribed by a supervisor, or use of abusive, profane, or threatening language towards any supervisory personnel, other employees, or members of the public
4. Chronic or excessive absenteeism or tardiness, or leaving work without permission

5. Willful violation of any of the provisions of the personnel rules, regulations, or other Town policies or procedures
6. Falsification of documents concerning payroll, personnel or other Town records
7. Failure to comply with safety regulations and requirements
8. Dishonesty of any kind or theft of Town, public, or private property will result in immediate dismissal and prosecution to the fullest extent of the law
9. Negligence towards, or willful damage to, public property, or waste of public resources
10. Acting in a manner that lowers the morale of other Town employees
11. Acceptance of a gift, monetary or otherwise, by an employee for work done on the job or when given under circumstances indicating the hope or expectation of receiving better treatment than afforded the general public
12. Engaging in any threats, acts of violence, or disorderly conduct; possessing or using any weapons at work or any use of an item as a weapon
13. Engaging in gambling while working or while representing the Town
14. Misappropriation or use of the Town's time or property for private gain or purpose.
15. Failure to receive authorization prior to working overtime.

In the event that an individual employee becomes uninsurable under the Town's fleet automobile insurance, and non-driving work for which the individual is qualified is not available, the Town shall have just cause to discharge said employee. In the event that an assigned risk policy is available, the cost of the policy shall be borne by the employee through payroll deduction.

Article 11.4 Disciplinary Procedures

This system of discipline increases in severity with each offense in order to deter further violation and maximize the opportunity for corrective action by the employee. Actions need not be taken in order depending on the severity of the offense, but discipline will be documented and kept in the employee's file. The progressive disciplinary program includes, but is not limited to, the following steps:

a. Verbal warning is a type of disciplinary action where a supervisor verbally informs an employee that their behavior or work decreased in quality is unacceptable.

b. Written warning is a written notification that reflects the formal

conversation between a supervisor and an employee about a work-related issue(s).

c. Suspension is a time period that an employee is required to take without pay because of a specific work-related offence. The number of days an employee is suspended depends upon the seriousness of the offense.

d. Termination the highest level of disciplinary action where an employee is asked to separate from employment. The Town Manager has exclusive authority to remove employees for cause, after notice and hearing, all persons whom the Town Manager is authorized to appoint. The Town Manager shall report all removals to the Board of Selectmen.

Probationary employees may be removed without cause prior to the expiration of the probationary period.

Employees may appeal actions taken under the provisions of this Article by following the grievance procedure outlined in Section 11.5. Employees covered by a union contract shall be covered by provisions of the contract where there are differences in discipline and discharge procedures.

Article 11.5 Grievance Procedures

Should an employee feel aggrieved concerning the interpretation, meaning, or application by the Town of any provision of the Town's personnel rules, regulations, and policies or the terms of employment, with the exception of suspension or dismissal, the employee may seek an adjustment through the grievance process as follows:

- Grievances shall be commenced not later than five (5) working days after the occurrence of the event giving rise to the grievance or within five (5) working days after the time such event becomes known or should have been known to the employee, whichever shall be later.
- Employees seeking adjustment of a suspension or dismissal decision must do so within (3) calendar days of the occurrence and shall appeal directly in writing to the Town Manager.
- Employees dissatisfied with the Town Manager's decision may seek a review by the Board of Selectmen, which within (3) working days (10 working days if economic issues are involved) of the meeting shall render a decision on the grievance. Employees dissatisfied with the Selectmen's decision may

seek a review by Superior Court in accordance with Rule 80-B of the Rules of Civil Procedure or pursue any other appropriate legal remedy as available.

Union employees shall follow procedures set forth under the current union contract.

Article 11.6 The Process

Dispute adjustment

The employee aggrieved by this dispute shall, within five (5) working days from the occurrence of the incident causing the alleged dispute, attempt to adjust the dispute with the employee's Department Director. The Department Director shall respond orally to the employee within five (5) working days upon receiving notice of the incident.

Grievance in writing

If the employee is dissatisfied with the oral decision of the Department Director, the employee may, within seven (7) days of the Department Director's response, present the grievance again, this time in written form. The Department Director shall make the Director's decision in writing and present it to the employee within five (5) working days of the receipt of the written grievance.

Appeal to the Town Manager

If the employee and the Department Director have not resolved the grievance within five (5) working days of the receipt by the employee of the written decision of the Department Director, and the employee wishes to continue the grievance process, the employee shall submit the details of such grievance in writing to the Town Manager on a form or forms provided by the Town. Within seven (7) working days thereafter, the Town Manager shall meet with the employee for the purpose of adjusting or resolving such grievance, and the Town Manager shall render the Town Manager's final written decision within five (5) working days after said meeting.

SECTION 12: SEPARATION OF EMPLOYMENT

Article 12.1 General Standards

In all cases of voluntary separation, the employee shall provide the Town with written notice of intent to terminate employment immediately upon notice, fourteen (14) calendar days prior to such termination. The resignation of an employee once submitted shall be deemed to have been accepted by the Town and shall not be subject to the grievance procedure.

An employee may be a subject to a non-disciplinary, involuntary termination through a layoff in connection with the shortage of funds, abolition of a position, or lack of need for the work performed by an employee. In such cases, affected employees will be given as reasonable an amount of advanced notice as conditions permit (at a minimum of two weeks).

Article 12.2 Final Payout

Upon separation, the Town shall pay to the employee all wages owed and any accrued unused vacation or earned paid leave. Such amount will be paid at the next regular payday.

Upon retirement, or separation after 10 years or more of service, an employee shall receive the dollar value of fifty percent (50%) of the unused portion of the employee's accumulated sick leave. Such payment shall not exceed the dollar value of forty-five (45) days, that is, three hundred and sixty (360) hours of pay at the employee's applicable straight time hourly rate. In order to qualify for this benefit, the employee must retire in good standing and provide a minimum of two (2) weeks' notice. For purposes of this agreement, retirement shall occur when any employee separates from employment with the Town and is eligible to receive Social Security retirement benefit payments, receive MainePERS benefit payments, or worked for the Town for a minimum of 10 consecutive years of service. Employees may elect to use any remaining unused sick leave for service credit, up to a maximum of 90 days, as permitted under Title 5 MRSA Section 18356, provided there is no additional liability to Town. In the event of the death of an employee, fifty percent (50%) of all unused sick leave shall be paid to his estate.

SECTION 13: SEVERABILITY

Article 13.1: Provisions

If any provision of these Rules and Regulations or the application thereof to any person or circumstance is held invalid, this invalidity does not affect other provisions or applications of these Rules and Regulations which can be given

effect without the invalid provision or application, and for this purpose the provisions of these Rules and Regulations are severable.

APPENDIX A: COMPUTER AND INTERNET USE POLICY

The Town's computers and network system are provided for purposes related to business operations and performance of employees' job responsibilities. Electronic mail is not private communication. Thus, any all information transmitted via the Town's Internet/electronic mail systems can be reviewed at any time. Incidental personal use of Town computers is permitted as long as such use:

- 1) does not interfere with the job responsibilities and performance of the employee and/or co-workers;
- 2) does not interfere with system operations; and
- 3) does not violate the Town's policies and/or any laws. Incidental personal use is defined as use by an individual employee for occasional personal communications.

Some examples of inappropriate uses of computers include but are not limited to:

- transmitting or receiving sexually explicit comments or images;
- transmitting or receiving materials or images that may offend or harass someone based on their membership in a protected class;
- any use of computers prohibited by state or federal laws, including but not limited to, online gambling;
- using computers for profit-making purposes;
- accessing and/or sharing company files and materials without proper authorization;
- unauthorized downloading of material from the Internet for non-work use;
- unauthorized downloading or copying of software;
- disruptive acts, such as introducing viruses into the computer system;
- sharing of the employee's password or an employee's use of another individual's password; or
- using computers for non-work related activities such as shopping on the Internet, or for sending personal e-mails or solicitations beyond incidental personal use.

All computers remain under the control, custody, and supervision of the Town. Employees have no expectation of privacy in their use of Town computers and the Town reserves the right to monitor all computer and internet activity by employees.

Employees who violate this policy are subject to disciplinary action up to and including termination of employment.

APPENDIX B: DRUG AND ALCOHOL POLICY

The Town is committed to maintaining a drug and alcohol-free work environment and to taking immediate action in response to unacceptable drug and alcohol-related behavior(s) by employees. To ensure the safety of its employees and the general public, as well as to comply with 49 CFR Part 382 (Federal Regulations on Controlled Substance and Alcohol Use and Testing) and other pertinent federal laws, the Town has adopted this Drug and Alcohol policy.

This policy applies to all employees who are required to hold a Commercial Driver's License (CDL) for their position. All applicants for employment positions requiring a CDL are required to pass a drug test as a prerequisite of employment prior to final hiring. Any applicant who fails a drug test shall not be hired, although the applicant may re-apply for employment in the future.

All covered employees shall receive a copy of this policy, as well as educational materials on alcohol and substance abuse.

No employee shall possess, use, sell, distribute, manufacture or be under the influence of alcohol, illegal drugs, marijuana, or any other substance that affects the employee's behavior or ability to perform the employee's job responsibilities while on duty, on work premises, while driving on Town business, or while representing the Town in connection with the employee's employment. Violations of this policy shall result in disciplinary action, up to and including termination.

Possession and use of drugs prescribed for the employee's use is not a violation of this policy. However, an employee is expected to inform their supervisor if they are taking any medication (over-the-counter or prescription) which may cause the employee to be a danger to themselves or others in performing their job duties.

In accordance with federal law, Town employees are required to notify the Town Manager of a conviction for a drug violation no later than five calendar days after such conviction. Failure to provide the required notification will result in termination of employment.

A confidential third-party Employee Assistance Program (EAP) is available through the Town's health insurance program that includes drug and alcohol counseling services for eligible employees.

Town employees covered by the federal transportation workplace drug testing

program will receive separate information about the program requirements.

PROGRAM ADMINISTRATOR

The Town Manager is designated by the Town as the Alcohol Drug Testing Program Administrator. The Program Administrator is responsible for answering questions from drivers, employees, or the public in general. The Program Administrator will maintain the confidentiality of all information relating to drug and alcohol testing. The Program Administrator may provide such information as necessary to enable the appropriate supervisor to take the appropriate action to ensure compliance with this policy. In addition to the Program Administrator's duties under this policy, the Program Administrator is also responsible for compliance with the Program Administrator Guidelines.

COMPLIANCE WITH REGULATIONS

All CDL employees subject to alcohol and drug testing must be in compliance with this policy at all times while working for the Town. This includes all time spent operating commercial vehicles, as well as time spent maintaining or repairing those vehicles.

NOTE REGARDING INDEPENDENT CONTRACTORS: Independent contractors and their employees who must hold a CDL for the contracted activity are subject to the requirements of 49 CFR Part 382 and are responsible for compliance with that and related laws. The Town will not provide or pay for tests, evaluation or rehabilitation for independent contractors or their employees. The Municipality may make compliance with the law a condition of any contract which requires a CDL drivers.

SUBSTANCES TESTED

When drug and alcohol screening is required by this policy, a breath test and/or urine test will be given to detect the following:

- Alcohol
- Marijuana
- Cocaine
- Amphetamines
- Phencyclidine (PCP)
- Opiates

PRESCRIPTION DRUG USE

Employees covered by this policy may use prescription drugs and "over the counter" medications provided that:

- 1) The prescription drugs or their generic equivalent have been prescribed to the employee within the past 12 months by an authorized medical practitioner.
- 2) The employee does not consume prescribed drugs more often than as prescribed by the employee's physician.
- 3) Any employee who has been informed that the medication could cause adverse side effects while working shall join his/her supervisor prior to using these substances. The Town at all times reserves the right to have a licensed physician determine if the use of a prescription drug or medication by an employee produces an adverse effect. If such a finding is made, the Town may notify the employee's doctor (with the employee's permission) to determine if other medications are available which would not seriously affect the employee's ability to work safely. If an appropriate substitute medicine is not available, the Town may limit or suspend the employee's work activities to non- safety-sensitive duties.

TESTS REQUIRED

All employees subject to this policy shall be tested for alcohol and/or controlled substances in the following circumstances:

1. Pre-employment. Drug tests will be conducted when an offer is made to hire an employee for a CDL position. The offer for employment is contingent on the applicant passing these tests. This includes existing employees who are applying for CDL positions.
2. Random. Drug and alcohol tests will be conducted on a random unannounced basis. The number of annual drug tests shall equal 50% of the number of CDL required positions while the number of annual alcohol tests shall equal 10% of the CDL required positions. The Town has entered into an agreement with a third-party administrator (TPA) to randomly select the CDL employees for testing and then notify the Program Administrator of the person or persons chosen.
3. Post-accident. As soon as is practicable after an accident, the employee shall be tested for alcohol and drugs if
 - a. the accident involved the loss of human life; or
 - b. the employee received a citation for a moving traffic violation arising from the accident.

4. Reasonable suspicion. All employees who exhibit to a trained supervisor, signs and symptoms of alcohol and/or drug abuse while on the job, prior to reporting to work, or just after work will be required to submit to an alcohol and/or drug test. The supervisor shall document the specific facts, symptoms, or observations by completing a "Reasonable Suspicion Record" form.

NOTE: The employee will NOT be permitted to drive themselves to the testing facility for a reasonable suspicion test. Instead, the supervisor or another employee will provide transportation to the testing facility.

5. Return to duty. An employee who engaged in conduct prohibited by this policy must submit to an alcohol test and drug test to return to duty. The results of a drug test must be negative to return to duty, and the results of an alcohol test must be less than 0.02 to return to duty.
6. Follow-up. An employee who previously tested positive and has returned to duty must submit to a combination of at least six (6) alcohol and drug tests during the first year after returning to work. Follow-up tests will be unannounced and may continue for up to sixty (60) months after returning to work, not to exceed twelve (12) a year.

TESTING PROCEDURES

Drug Testing: Drug testing is accomplished by analyzing the employee's urine specimen (urinalysis). Specimens will be collected at an off-site facility selected by the Town. Urine samples shall be provided in a private test room, stall, or similar enclosure so that employees and applicants may not be viewed while providing the sample. Street clothes, bags, briefcases, purses, and other containers may not be carried into the test area. The water in the commode, if any, shall be colored with dye to protect against the dilution of test samples.

An applicant or employee may waive the right to privacy and provide the urine sample in the presence of a witness (of the same gender) and not be required to disrobe and wear a hospital gown.

Once the employee provides a urine specimen, it is sealed and labeled by a certified/authorized agent of the testing facility. A chain of custody document is completed in the presence of the employee, and the specimen is shipped to a laboratory that is certified in accordance with DHHS guidelines or equivalent guidelines.

All urinalysis procedures are required to include split-specimen techniques. Each urine sample is sub-divided into two containers and labeled as primary and split specimens. Both specimens are forwarded to the laboratory. Only the primary specimen is used in the urinalysis. In the event of a confirmed positive test result, the split specimen may be used for a second confirmation test if requested by the employee.

During testing, an initial screening test is performed. If the test is positive for one or more drugs, a confirmation test will be performed for each individual drug-using gas chromatography/mass spectrometry (GC/MS) analysis. This test ensures that over-the-counter medications are not reported as positive results.

If the analysis of the primary specimen results in a confirmed positive test, the employee may request within 72 hours that the split specimen also be tested at a certified laboratory of his choice. The second test is at the employee's expense unless the test result is negative, in which case the Municipality will reimburse the employee.

All test results are reviewed by a Medical Review Officer (MRO) prior to results being reported to the Municipality. In the event of a positive test result, the MRO will first attempt to contact the employee and conduct an interview to determine if there are any legitimate alternative reasons for the positive results (such as over-the-counter or prescription medications). If the MRO determines there is a legitimate medical explanation for the presence of drugs, the result will be reported as negative. If the MRO is unable to contact the employee, then the employer will be contacted and requested to advise the employee to contact the MRO.

Alcohol Testing: Alcohol testing will be conducted using an evidential breath testing (EBT) device. The breath test must be performed by a certified Breath Alcohol Technician (BAT) trained in the use of EBT and alcohol testing procedures. Under certain circumstances, post-accident tests conducted by law enforcement personnel or medical personnel will be acceptable.

Two (2) breath tests are required to determine if an individual is over the alcohol concentration limit permitted. Any result of less than 0.02 concentration is considered a negative result. Any result of 0.02 or greater requires a confirmation test. A confirmation test of 0.02 or greater is considered a positive result.

PROHIBITED CONDUCT

CDL employees shall not:

1. Report to work and/or remain on duty with an alcohol concentration of 0.04 or greater, or exhibit such behavior or other evident manifestation of intoxication or impairment which raises in the mind of the employee's supervisor a reasonable question regarding fitness for duty.
2. Possess any alcohol while on duty.
3. Use any alcohol while on duty:
 - a. Use any alcohol within four (4) hours before going on duty;
 - b. Use any alcohol within eight (8) hours after an accident for which the CDL employee must be tested for alcohol concentration;
4. Refuse to submit to the following alcohol and/or controlled substance tests: random test, reasonable suspicion test, post-accident test, or follow-up test;
5. Report to or remain on duty when using any controlled substance, except when used under a physician's orders and when the physician has informed the CDL employee in writing that the use will not affect the safe operations of a commercial vehicle. In the case of a written warning by the physician, the employee shall report this to the employee's supervisor immediately;
6. Report to or remain on duty if the employee tests positive for controlled substances.

Failure to comply with these rules is a violation of this policy and may result in disciplinary action and/or a referral to a substance abuse professional.

REFUSAL TO TEST

An employee's failure to submit to testing or executing consent for testing may result in disciplinary action up to and including dismissal, and is also grounds for referral to a substance abuse professional. Failure to submit to a test by an applicant will result in denial of employment. Specifically, the following circumstances may be considered a refusal to test:

- 1) Failure to report to the designated testing area immediately after being notified to submit to an alcohol or drug test.
- 2) Failure to accurately provide a sufficient sample to be tested, either breath or urine as the case may be, unless medically determined to be unable to do so.
- 3) Engaging in conduct that clearly obstructs or delays the testing process.

ALCOHOL CONCENTRATION OF 0.02 OR GREATER BUT LESS THAN 0.04

Provided that the employee has not otherwise violated this policy, any employee whose alcohol test results in a concentration of 0.02 or greater but less than 0.04 shall not be permitted to perform any safety-sensitive function for at least 24 hours following the test. The employee will not be paid for work-time lost as a result of this section unless they work in another capacity for the Town during that time period. The employee will not be required to undergo evaluation by a substance abuse professional if the test result is 0.02 or greater but less than 0.04, nor will a return-to-duty test be required unless there is reasonable suspicion that the employee is still under the influence of alcohol or drugs.

NOTICE AND CONSENT

Before a drug or alcohol test is administered, employees and job applicants will be asked to sign a consent form authorizing the test and permitting the release of test results to those officials with a need to know. The chemical screen consent form shall provide space to indicate current or recent use of prescription and over-the-counter medication.

All recruiting for any CDL position, including in-house recruitment and promotion, will disclose that a drug screening test will be required of the applicant.

CONSEQUENCES OF VIOLATION OF THIS POLICY

Any employee who violates this policy shall be immediately removed from the safety-sensitive function and will be advised by the Town of the resources available for evaluating and resolving drug and alcohol abuse problems. The employee is required to be evaluated by a substance abuse professional. All evaluation and rehabilitation shall be at the employee's cost unless otherwise agreed by the Town. An employee shall not be allowed to return to the safety-sensitive function until they have a return-to-duty alcohol test result of less than 0.02 and/or a return-to-duty drug test with a verified negative result.

In addition, any employee who violates this policy may be subject to disciplinary action up to and including dismissal. Before discipline, reassignment or dismissal is imposed following an initial confirmed positive drug test, the employee shall have the opportunity to participate for up to 6 months in a rehabilitation program. The employee is responsible for all costs associated with the rehabilitation program unless otherwise agreed by the Town.

Further grounds for discipline or dismissal under Town policy include, but are not limited to:

- a) Refusal to submit to a rehabilitation program after testing positive.
- b) Failure within 6 months to successfully complete a rehabilitation program after commencing the program or failure to pass a return-to-duty drug or alcohol test.
- c) Evidence that the employee has substituted, adulterated, diluted or otherwise tampered with the employee's urine sample.
- d) Failure to contact a substance abuse professional within five (5) regular working days after being notified of a confirmed (MRO certified) positive test for the improper use of alcohol or unauthorized substances.

During the period the Town is awaiting an employee's test result for a post-accident test, reasonable suspicion test, or return-to-duty test, the Town may transfer the employee to another position with or without a reduction pay or benefits. The Town also reserves the right to place an employee on unpaid suspension to reduce any possible safety hazard. A determination as to whether an employee is placed in another position or placed on paid or unpaid suspension may be based on, but is not limited to: who is responsible for and/or the severity of the accident, if applicable; the observed condition of the employee, if applicable; the employee's work history; length of employment; current job performance and the existence of past disciplinary actions.

EMPLOYEE/APPLICANT RIGHTS AND RESPONSIBILITIES

(1) In the event of a confirmed positive test result, employees and job applicants shall have the opportunity to present an alternative explanation for the test result by contacting the Medical Review Officer (MRO). This shall be done within 72 hours after notification of the confirmed result. No further action will be taken if there is a justified explanation, or there is a reasonable doubt as to the accuracy of the result of chain of custody of the sample.

(2) Any employee with a positive test result may upon written request to the Program Administrator have the right to any information relating to the test result and procedures. A job applicant may request information concerning the test result within 60 days after the decision regarding the individual's employment application.

(3) Upon successfully completing a rehabilitation program within 6 months after it commences and upon passing a return-to-duty drug test, the employee is entitled to return to the employee's previous job with full pay (but not back

pay) and normal benefits, unless conditions unrelated to the employee's previous test make the employee's return impossible or inappropriate. The rehabilitation or treatment provider in consultation with the Program Administrator shall determine whether the employee has successfully completed the rehabilitation program. The Municipality is not required to hold the employee's job open for more than 6 months after the employee commences a rehabilitation program. The employee may apply accrued vacation and sick leave, if any, against any time period where the employee is unavailable for work due to drug abuse rehabilitation.

CONFIDENTIALITY OF INFORMATION

Unless the employee or applicant consents, all information acquired by the Town in connection with the testing and processes are confidential and may not be released to any person other than to the employee or applicant who is tested, the Program Administrator, officials with a need to know, and the rehabilitation provider. The foregoing shall not prevent the release of information that is required or permitted by state or federal law or the use of information in any grievance procedure, administrative hearing, or lawsuit relating to the imposition of the test or the use of the test results.

APPENDIX C: HARASSMENT POLICY

The Town expects all employees to conduct themselves with dignity and with respect for fellow employees, citizens, vendors, and others. Employees shall not verbally, physically, or psychologically harass another individual based on their race, color, religion, gender, ancestry, national origin, age, sex, sexual orientation, familial status, physical or mental disability, or gender identity and/or expression. Harassment is disruptive, interferes with the Town's business, and can create an intimidating, hostile, or offensive work environment.

Sexual harassment is a form of sex discrimination, and it is prohibited in the workplace by any employee and in any form. Sexual harassment includes but is not limited to, unwelcome sexual advances, requests for sexual favors, and any other verbal or physical conduct of a sexual nature. Sexual harassment occurs when submission to or rejection of unwanted sexual conduct is used as the basis for employment decisions or when unwelcome sexual conduct creates an intimidating, offensive, or hostile working environment. Examples of sexual harassment include:

- sexual touching, advances, or propositions;
- verbal abuse of a sexual nature;
- graphic or suggestive comments about an individual's dress or body;
- sexually degrading words to describe an individual; and
- display in the workplace (including video and computer monitors) of sexually suggestive objects or pictures, including nude photographs.

Employees who believe they have been the subject of harassment shall immediately report the incident to the Department Director and HR. Supervisory personnel who become aware of any harassment are required to report it immediately to the Town Manager.

All complaints will be investigated promptly. Confidentiality will be protected to the extent reasonably possible. Any employee or supervisor who is found to have engaged in harassment of another employee will be subject to appropriate disciplinary action up to, and including, termination from employment.

Retaliation against any employee for filing a complaint or participating in an investigation is prohibited. Employees are encouraged to utilize this procedure to address harassment complaints.

APPENDIX D: FAMILY MEDICAL LEAVE

Federal Family and Medical Leave

Under the federal Family and Medical Leave Act, employees who have worked for the Town for at least 12 months and worked a minimum of 1,250 hours in the previous 12 months may take up to 12 weeks of unpaid leave in a 12-month period:

- for the employee's own serious health condition.
 - to care for a newborn, foster child, or newly adopted child;
 - to care for a seriously ill child, spouse, or parent;
 - in case of a "qualifying exigency" for a spouse, child, or parent on active military duty; or
 - to care for a service member who is a spouse, child, parent, or next of kin (specific conditions apply).
- A. The 12-month period for FMLA purposes shall be a rolling period from the employee's first use of FMLA leave.
- B. Employees requesting leave shall provide at least 30 days' notice whenever such leave is foreseeable.
- C. Whenever an employee is absent for five consecutive days the employee will be asked to provide information needed to determine whether the leave is for an FMLA-qualifying purpose.

All leave (including sick, vacation or personal leave) taken for FMLA-qualifying purposes shall be counted toward an employee's FMLA entitlement. Any employee taking leave under FMLA shall concurrently use any available paid leave available. After such paid leave is exhausted, the balance of the FMLA leave shall be unpaid.

The Town will continue to pay its share of the employee's insurance premium while the employee is on unpaid FMLA leave. The employee must pay the employee's share of the premium on a monthly basis as directed by guidelines in the FMLA packet.

Before returning to work, an employee taking FMLA leave for the employee's own serious health condition shall submit a certificate from a health care provider indicating that they are able to return to work and perform the essential functions of the position.

Maine Family Medical Leave Law

Employees may be eligible for up to 10 weeks of unpaid family or medical leave during any two-year period under the Maine Family Medical Leave Act. To be eligible, an employee must work for the Town for a minimum of 12 months. Leave may be taken under the state law:

- for the employee's own serious health condition;
- to care for a newborn or adopted child of the employee or the employee's domestic partner;
- to care for a child, spouse, domestic partner, parent, sibling, or grandchild with a serious health condition;
- donation of organ for human transplant; or
- death or serious health condition of the employee's spouse, domestic partner, parent, child, or sibling while on active military duty.

Purpose

The Town of Kennebunkport provides Family Medical leave to eligible employees as mandated under the Family and Medical Leave Act (FMLA) as well as the Maine Family and Medical Leave Act (MFMLA).

Definitions

- A. Eligible Employee: An employee who has been employed for at least 12 months and for at least 1,250 hours of service during the previous 12 months.
- B. Employment Benefits: All the benefits provided or made available to the employee by the Town, including: group life insurance, health insurance, disability insurance, sick leave, vacation leave and retirement.
- C. Health Care Provider: (1) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State of Maine or (2) any other person determined by the Secretary of Labor to be capable of providing health care services.
- D. Parent: the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.
- E. Serious Health Condition: An illness, injury or impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or

residential care facility or (2) continuing treatment by a health care provider.

- F. Son or Daughter: A biological, adopted, or foster child, a stepchild, or legal ward, or a child of a person stand in loco parentis who is (1) under 18 years of age or (2) 18 years of age or older and incapable of self-care because of mental or physical disability.
- G. Spouse: A husband or wife, as the case may be.
- H. Active Duty: Duty under a call or order to active duty under a provision of law.
- I. Covered Service Member: A member of the Armed Forces, including a member of the National Guard or reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability list, for a serious injury or illness.
- J. Next of Kin: An individual that is the nearest blood relative of that individual.
- K. Family Member: Legal spouse, daughter, son, parent, or step-parent, domestic partner, children of domestic partners, and siblings (if the employee and the sibling are jointly responsible for each other's common welfare evidence by joint or financial arrangements).
- L. Domestic Partner: The partner of an employee who:
 - a. (1) Is a mentally competent legal adult;
 - b. Has been legally domiciled with employee for at least 12 months;
 - c. Is not legally married to or legally separated from another individual;
 - d. Is the sole partner of the employee and expects to remain so;
 - e. Is not a sibling of the employee and;
 - f. Is jointly responsible with employee for each other's common welfare as evidence by joint living arrangements, joint financial arrangements, or joint ownership of real or personal property.

Reasons for Leave

- A. The Town of Kennebunkport shall provide an eligible employee a total of 12 workweeks of leave during a 12-month period for one or more of the following:
- a. The birth of a son or daughter, and in order to care for that newborn child.
 - b. The placement of a child under the age of 18 with the employee for adoption or foster care, and to care for that child.
 - c. To care for a family member of the employee, if that person has a serious health condition.
 - d. An employee's own serious health condition that makes the employee unable to perform the essential functions of his or her job.
 - e. Because of any qualifying exigency (as the Secretary of Labor shall, by regulation or determine) arising out of the fact the spouse, or son or daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation).
 - f. The donation of an organ of the employee for a human organ transplant.
 - g. The death or serious illness of an employee's family member while the member was a member of the United States Armed Services.
- B. Service Member Family Leave: an eligible employee who is the legal spouse, son, daughter, parent or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be during a single 12-month period.

Eligibility

- A. Minimum Service Requirement – The employee must have worked for the Town for at least 12 months. The minimum service requirement is calculated as of the date leave begins, not the date leave is requested. If the employee requests leave before the eligibility criteria have been met, the Town may have to project to when the date of eligibility begins to see whether the employee will be eligible by the proposed leave date. The twelve (12) month service requirement does not require consecutive months of service.
- a. The 12-month service includes periods of paid or unpaid leave (sick and/or vacation) during which other benefits or compensation are provided by the Town (workers' compensation, group health insurance benefit, etc.).

- b. To determine whether intermittent, occasional, or casual employment qualifies as at least 12 months, 52 weeks is deemed equal to 12 months.

B. Minimum Hours Required – The employee must meet the minimum hours requirement of at least 1,250 working hours during the previous 12 month period before the leave begins.

Notice of Eligibility – The “Two-Day Rule”

According to the Department of Labor, if an employee requests a leave and the Town determines the employee has not satisfied the eligibility requirements for FMLA and/or MFMLA, the Town must give the employee notice of his or her ineligibility for FMLA and/or MFMLA leave within 2 business days of the leave request. If the Town fails to timely advise the employee of his/her eligibility status, the employee shall automatically be presumed to be eligible. Once the Town deems the employee eligible for leave, it may not subsequently challenge eligibility.

Covered Health Conditions

- A. A serious illness covered by this policy means an accident, injury, impairment, or physical or mental condition that involves either: (1) inpatient care in a hospital, hospice or residential medical care facility, or (2) continuing treatment by health care provider coupled with incapacitation for more than 3 days.
- B. In dealing with the illness of an employee or family member, the FMLA and the MFMLA does not apply to brief illnesses, such as absences of fewer than 3 calendar days and where ongoing treatment by a physician or health care provider is not involved.
- C. Some conditions are specifically not covered by FMLA leave. These include:
 - a. Short-term conditions requiring only brief treatment and recovery, such as the common cold, upset stomach, headaches, (other than migraines), routine dental or orthodontia problems, and periodontal disease.
 - b. Intermittent care of a child for such commonplace illnesses as colds, flu, and earaches.
 - c. Voluntary or cosmetic treatments are not considered medically necessary unless inpatient hospital care is required, or complications develop.

- d. Absence because of substance abuse. However, treatment for substance abuse is legitimate reason to take FMLA leave.

Notice & Medical Certification Requirement

- A. Employee's must provide the Town with at least 30 days' advanced notice before FMLA is to begin when the need for leave is foreseeable: e.g., the expected birth or adoption of a child. This requirement also would apply to planned medical treatment for a serious health condition of the employee or a family member.
- B. When the need for leave is not foreseeable or it is not practical to provide at least 30 days' notice, employees are required to provide as much notice as is "practical".
- C. Employees who request a leave because of their own or a family member's serious health condition may be required to submit proof to their immediate department head of the existence of the medical condition and the need for leave. Such proof shall be presented in the form of a medical certification form from a health care provider. All information received from the employee shall be forwarded to the Town Manager's Office.
- D. You may be required to provide medical recertification during the leave, along with periodic updates on your status and intent to return to work. If your leave was requested because of your own serious health condition, you will be required to provide medical certification of your ability to resume work.

Substitution of Paid Leave

FMLA and MFMLA leave is generally unpaid; however, the Town requires all employees to substitute accrued sick leave, vacation leave, accrued holiday time, or accrued compensatory time while on FMLA or MFMLA leave. The Town will permit the employee, at his/her discretion, to retain 20% of accrued sick leave up to a maximum of the equivalent of five workdays (as determined by an employee's standard work week). The Town will permit the employee, at his/her discretion, to retain 20% of the combined total of accrued vacation leave and holiday time up to a maximum of the equivalent of five workdays (as determined by an employee's standard work week).

Reduced Schedule or Intermittent Leave

Employees may request to take intermittent leave or work a reduced schedule in case of a serious health condition, whether an employee's own or a family member, when medically necessary. Appropriate medical certification will be required.

The Town of Kennebunkport may, at its discretion, allow an employee to take intermittent leave or work a reduced schedule because of the birth, adoption, or placement of a child. The Town will review the individual circumstances involved, taking into account the needs of the Town, the employee's length of service, number of requests, duties, workload, and the employee's job performance.

Employee Benefits

Employees retain all accrued benefits while on leave. Employees requesting leave are responsible for paying their portion of the health insurance, and all related insurance premiums that they paid before requesting leave. In the event that an employee fails to return from leave, consistent with the terms of this policy, the employee will be liable for the premiums paid by the Town to maintain insurance coverage unless:

- a) The employee's failure to return to work stems from the continuation, reoccurrence, or onset of a serious health condition that would entitle the employee to leave; or
- b) The failure to return to work stems from circumstances beyond the control of the employee.

Moonlighting

The Town prohibits outside employment or supplemental employment while on FMLA and/or MFMLA leave. While this prohibition applies to the full range of circumstances for which leave is taken. Exceptions to outside employment may be granted by the Town Manager on a case-by-case basis when the leave is for the care of others.

Reinstatement

When you return from FMLA and/or MFMLA leave, you will be restored to the same or an equivalent position unless (a) your employment with the Town of Kennebunkport would have terminated if no leave had been taken, (b) you have given notice of your intent to terminate your employment during your FMLA and/or MFMLA leave, or (c) you, with or without reasonable accommodations

cannot safely perform the essential functions of the job to which you may be restored.

Benefits on Return

- A. Employees who have taken leave do not lose any benefits that were earned or vested before the leave began.
- B. Employees shall be provided the same level of benefits as before the leave.
- C. Benefits are subject to any changes that occur during the FMLA and/or MFMLA leave, whether positive or negative.
- D. The employee's FMLA and/or MFMLA leave time is considered continued service for purposes of vesting and eligibility to participate in the Town's retirement plans.
- E. Taking FMLA and/or MFMLA leave is not a qualifying event under the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA); this means that an employee on leave is not eligible for COBRA coverage. However, an employee who does not return to work at the expiration of leave may at that point become COBRA eligible.
- F. Upon return from an FMLA and/or MFMLA leave an employee is entitled to any "unconditional" pay increases, such as cost of living increase, that would have been provided to the employee during the leave.

Reason to Deny Reinstatement

- A. Until or unless an employee provides a fitness-for-duty medical certification, when the Town has requested this certification prior to the commencement of the leave and when the leave was taken for the employee's own serious health condition.
- B. If the Town can show that the employee would not have been employed if the leave had not been taken.
- C. If an employee unequivocally advises the Town of his or her intent not to return to work.
- D. If an employee fraudulently obtains leave.
- E. If an employee violates the Town's uniformly applied policy governing outside or supplemental employment while the employee is on leave.

Administration

- A. FMLA and/or MFMLA leave requests should be directed to the Town Manager's Office. The Town Manager's Office shall be responsible for making and administering all FMLA and/or MFMLA leave decisions.
- B. The Town will comply with applicable state or local law to the extent that such law provides greater family leave rights than those of the FMLA and MFMLA.
- C. This policy applies to all non-union and union personnel.

APPENDIX E: CASH HANDLING POLICY

The Cash Handling Policy was established for the purposes of ensuring adequate internal controls to account for the handling of Town cash and to maintain public trust. The term 'Town Cash' applies to currency, coins, checks, charge payments, other electronic payment media, and other negotiable instruments payable in money to the Town. The procedures to enforce the Cash Handling Policy are to include but are not limited to those outlined below:

- A. A random drawer audit conducted under the direction of the Finance Director / Treasurer. When this is performed, a notice will be left with your drawer indicating when and who participated in the audit.
- B. Any deficiencies in regard to the set procedures will be reported to the Finance Director / Treasurer in the form of a memorandum outlining the deficiencies.
- C. The Finance Director / Treasurer will notify the Department Director involved and explain these deficiencies, and the Department Director will be responsible for taking appropriate action to correct deficiencies.
- D. If in a subsequent audit these deficiencies still exist, the Finance Director / Treasurer will advise the Town Manager that the deficiencies still exist.
- E. The Finance Director / Treasurer and the Town Manager will notify the Department Director involved of the existing situation.
- F. The Town Manager will review the existing situation and may take appropriate action to resolve deficiencies and ensure that the procedures as outlined are administered properly.

Delegation of Authority:

- A. The Finance Director / Treasurer is authorized to promulgate rules for establishing procedures for the receipt, handling, and deposit by Town employees of Town cash into the Town treasury for the method of documentation on all such transactions; regular reporting to the Finance Director / Treasurer; inspection of departmental cash records, including overages or shortages; and inspection of departmental practices and procedures in handling Town cash. The Finance Director / Treasurer may enforce these rules through on-site inspections.
- B. The Town of Kennebunkport is required by law to receive, retain, and disburse all Town revenue and keep detailed records of these transactions. The Finance Department is charged with the responsibility of overseeing the proper receipting and safeguarding all Town funds. The Finance

Director / Treasurer will be conducting periodic unannounced cash drawer audits.

- C. The responsibility and accountability of the daily collection of funds are delegated to the custodian and his/her supervisor.

Duties of Town Departments:

A Department Director who anticipates receiving Town cash on a regular basis in the course of its activities shall:

- A. Assign an employee as custodian receiving Town money.
- B. Collaborate with the Finance Department to establish and maintain a system of procedures, documentation, and reporting on receipt handling and deposit of Town money.
- C. Notify the Police Department of any loss or theft of Town cash immediately upon discovery. Written notice shall be given within twenty-four hours after discovery.
- D. Allow the Finance Director / Treasurer or their designee to make on-site inspections and observe the processing of Town cash, and to make inspections of departmental collection records.

Duties of Town Personnel:

Any Town employee who receives Town cash in the normal scope and course of their duties shall act as custodian and:

- A. Enter each transaction into the computer when received.
- B. Perform a daily cash up of their work processed then balance to their specific audit report including but not limited to - cash, checks, and electronic transactions. See Daily Teller Cash Up Procedures.
- C. Notify their supervisor of any loss or theft of Town money immediately upon discovery. Written notice shall be given to their supervisor within twenty-four hours after discovery.
- D. Have ultimate responsibility for care and liability for Town cash in their custody.
- E. Display proper safeguarding measures with Town funds, i.e. locked in the safe at the end of the day, never leave unsecured funds unattended, always have another employee present when swapping monies for change, never intermingle personal money with Town transactions.
- F. *Be subject to disciplinary action for failure to comply with the duties described in the Cash Handling Policy.*

Cash Funds:

There are two (2) types of cash funds in the Town as described as follows:

- I. Change funds are established for employees who assist the general public for making change. Each employee is responsible to follow the Daily Teller Cash Up Procedures.

The following Change Funds are currently in place:

Town Clerk	\$200.00
Assistant Tax Collector (2)	\$200.00
Assistant Town Clerk	\$200.00
Code Enforcement	\$50.00
Seasonal – Dock Square Parking Lot	
Cape Porpoise Pier	\$100.00
Recreation	\$25.00
Public Health	\$100.00

These funds are the starting amounts and as such, after each cash up, the drawer will start with the appropriate amount as related to each person.

- II. Petty Cash refers to available funds for the purpose of paying for supplies when an account is not set up with a particular vendor, an item's cost is very low or an item is needed immediately.

The following Petty Cash account(s) are currently in place:

Administration	\$500.00
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The petty cash custodian, as listed above, is responsible for reconciling the account when requests for reimbursements are made. They are also responsible to obtain receipts to submit with their requests for replenishing the account.

The following are restrictions for both types of cash accounts:

- Co-mingling of personal and Town funds is prohibited
- No establishing/increasing either cash funds without the approval of the Finance Director / Treasurer or Town Manager
- Petty cash and change funds are prohibited from being established from

cash receipts

- Cashing of any type of check for anyone is prohibited
- Loans to employees are prohibited
- IOUs of any type are prohibited
- Employees who utilize petty cash for purchases will not be reimbursed for sales tax as the Town is tax-exempt (tax-exempt forms can be obtained from the Finance office)
- Town funds, cash, checks, etc. are not to be left unattended on any desk
- Employee's personal funds are not to be combined with Town funds and vice versa in order to balance their cash accounts. (See Daily Cash Up Procedures for Over/Short usage)

Losses:

A loss of Town money is when a custodian has obtained physical custody of money and then due to reasons like negligence, an act of God, or unlawful action, cannot deposit that money into the Town treasury. An example of negligence is leaving Town money unattended and not properly safeguarding that money from loss.

Custodians must report all losses to their supervisor and the Treasurer immediately. A detailed statement as to the circumstances of the loss must be forwarded to the Treasurer within twenty-four hours.

Over and Short:

A shortage is an unintentional collection error, such as a change-making error. An overage occurs when a custodian has collected too much money and cannot immediately return the excess to a specific customer.

- 1) Use of Over and Short: Property and Utility Payments - with regards to real estate, personal property and utility payments the following schedule will be observed:
 - a. If when receipting a payment there is a remaining balance due on the 1st half of property taxes then the employee shall leave the outstanding balance. If the taxpayer is present or available, the taxpayer should be notified of this shortage.
 - b. If when receipting payment on the 2nd half of property taxes or utility payments there is less than \$0.50 due – receipt the difference to over/short – receipt type 50 for real estate and personal property

and receipt code 101 for utility accounts. If the 2nd half difference is over \$0.50 – print a receipt, highlight the balance due, and mail it to the taxpayer.

- c. If a double payment is made for an account (RE, PP, UT), bring this information to your supervisor, who will make proper documentation prior to returning the check.

2) Other transaction types:

- a. If you have an overage, due to transposing of numbers etc, receipt the difference to over/short, receipt type 50, copy all the documents and submit to the Treasurer for a refund.
- b. If you have a shortage greater than \$0.50, contact your supervisor for direction for resolution.

The over/short account is reviewed monthly for any discrepancies.

Daily Teller Cash Up

Before closing out each day, each teller must empty their cash drawer and then return the starting change fund to their drawer prior to restarting the collection process. This change fund will consist of sufficient coins and bills to make change for the next business day. Starting change funds are as follows:

The cash and checks, that were removed from the register will be subtotaled separately and then added together. The grand total will be clearly marked as to what amount is cash, checks, and electronic funds on the adding machine tape.

The tape will be compared with the teller's daily audit preview. If the amounts are not the same, then it is the teller's responsibility to find and correct any discrepancies. If the discrepancy cannot be found by matching the physical documents processed to the report, the over/short receipt code will be used in order to maintain the required starting change fund, as stated above. If there is a shortage at the end of the day, a receipt will be processed to Over/Short as a negative to reflect the shortage. See Cash Handling Policy restricted uses. Once the totals from the teller audit preview and the adding machine tape match – then the teller can close out their daily work.

The teller closeout report will be marked showing that the teller compared the totals with the adding machine tape, which should be initialed. This teller closeout report must be run daily in order to reset the teller for a new day, even if no money has been taken in.

Everything is then placed in the teller's zippered bank bag and put in the small deposit safe overnight, where it can easily be accessed for the total town daily cash up. The responsible party for the total town deposit and slip must total all transactions as one, by one type of payment, and verify that the totals match the final closeout. Each Employee's change fund and/or petty cash will be put in the safe nightly for security purposes.

Employee Acknowledgement Form

I, _____, have read and understand the Town of Kennebunkport Cash Handling Policy. A copy of the Cash Handling Policy was provided to me on _____.

I agree to be the fund custodian of and be held responsible and accountable for the daily collection of Town funds according to the Town of Kennebunkport Cash Handling Policy for the _____ Department located at _____ in the amount of \$_____.

Signed:

Custodian

Date

Department Director

Date

Treasurer

Date

APPENDIX F: PURCHASING POLICY

The Town Manager is designated by the Town's Administrative Code as the Purchasing Agent for the Town, subject to the oversight of the Board of Selectmen. Accordingly, the Town Manager, Department Directors and other designated employees are authorized to spend within budget appropriations. The Town Manager shall issue such rules and regulations and prescribe such forms as deemed necessary to control purchases. For purposes of this policy, purchases shall mean any single item or service or collection of items or services. Items that are purchased collectively, or cumulative purchases from any single source that total more than any specified expenditure limit, shall follow the provisions of this policy.

Procurement shall be on a competitive basis to the most practical extent possible. Whenever supplies or services are procured by negotiation, price quotations, or other appropriate methods of solicitation, said procurement shall be solicited from multiple qualified sources of supplies or services in accordance with the basic policies set forth below. When goods or services can only be obtained from a sole source provider, it will be noted and submitted for the purchasing process.

It shall be the policy of the Town to always obtain goods and services that represent the best value for the Town's expenditure. While cost shall in each case be a priority consideration, the procurement shall also include other factors, including but not limited to; past performance, product or vendor reliability, conformity with required specifications and qualifications, proprietary goods and services, sole-source providers, and timely delivery of goods and services. In all cases, Town purchasing decisions shall take into consideration the Town's present and former relationships with vendors and contractors. The Town will also recognize the importance of purchasing goods and services from local vendors and contractors.

Section 1. Purchasing Categories

- a. *Purchases that cost less than \$3,000:* the Town Manager shall delegate to department managers or their authorized representatives the authority to carry out purchases in amounts not to exceed \$3,000. The Town Manager shall issue such rules and regulations and prescribe such forms as deemed necessary to control such purchases.
- b. *Purchases between \$3,000 and \$8,000:* the Town Manager shall

have the responsibility and authority to authorize all purchases of equipment, personal property, and services. Written or verbal quotations shall be obtained from at least three vendors or contractors. The quotations must be documented and be attached to a purchase order signed by the Town Manager or the Finance Director / Treasurer.

- c. *Purchases between \$8,000 and \$15,000:* the Town Manager, with the Board of Selectmen's confirmation, shall have the responsibility and authority to authorize all purchases of equipment, personal property, and services. The Town Manager will implement a "request for proposal or bid" that solicits at least three vendors or contractors. The "request for proposal or bid" may range from a simple written quotation to a more formal written response with detailed specifications. All proposals or bids shall be attached to a purchase order signed by the Town Manager.
- d. *Purchases over \$15,000:* the Town Manager, with the Board of Selectmen's confirmation, shall have the responsibility and authority to authorize all purchases of equipment, personal property, and services. In all cases, the Town Manager will implement a "request for proposal or bid." The bid shall be advertised by methods that will promote the broadest, most productive competition possible. Advertising, publishing, and invitation to provide a proposal or bid shall be at the discretion of the Board and/or Town Manager. Sealed bids shall be specified and bids shall be publicly opened.

Section 2. Professional Services

Professional services include, but are not limited to those services associated with legal counsel, personnel management, design and construction, engineering services, financial services, and related incidental services that members of these professions and those in their employ may logically or justifiably perform, including studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, plans and specifications, and other services that the Town shall require.

- e. *Procurement of Professional Services:* Professional services shall be procured through a Request for Qualifications and/or Proposal (RFQ or RFP) depending on the nature of the services to be provided. For

such procurement, cost shall not be the only determining factor.

- f. *Professional Services Exceeding \$15,000*: For services expected to cost greater than \$15,000 the Town Manager shall establish criteria for the selection of the successful proposer. A committee consisting of at least three employees shall be formed by the Town Manager to review proposals and to rate proposals according to the established criteria. The selection committee shall make a recommendation to the Board of Selectmen naming the preferred service provider and the rationale for the selection.

2.1. Insurance and Bonds

All proposed service providers must provide evidence of insurance covering their entire scope of operation for any “errors or omissions” resulting from their endeavors. The amounts of such insurance coverage shall be commensurate with the magnitude of the project under consideration and shall be established by the Town Manager. Should timely performance be a matter of importance to the Town, the firm selected may be requested to furnish an acceptable performance bond or such other form of surety as may be mutually agreed upon to ensure satisfactory performance.

2.2. Award of Contract

After the Committee has selected and rated those firms adequately qualified for a specific project, the Town Manager shall negotiate a contract with the highest rated proposer a contract that is fair and reasonable to the Town. If a contract cannot be reasonably negotiated the Manager may then initiate discussions with the next highest rated firm or firms until a contract has been agreed to. The proposed contract is presented to the Board of Selectmen, which is responsible for approving a contract.

2.3. Extension of Professional Services Contract

When the Town Manager has determined that it is in the Town’s interest, a professional services contract may be extended up to a maximum of five additional years beyond the original contract term. The Town Manager may take into consideration factors that include but are not limited to; cost for each year, continuity of services, and knowledge and experience of the town’s needs. The Manager shall make such extensions upon approval by the Board of Selectmen.

Section 3. Exceptional Circumstances

There will be situations that require immediate action with regard to purchasing. These situations may involve purchases that would normally be considered for competitive bidding. Sewer emergencies, state of emergencies (natural or other disasters), and public safety incidents are all examples of a situation where a purchasing decision may deviate from normal. In all cases, purchases deviating from this policy shall be reported to the Town Manager and Board of Selectmen as soon as possible.

Section 4. Cooperative Purchases

The Town Manager shall have the authority to join other units of government in cooperative purchasing plans when the best interest of the Town would be served thereby and such action is in accordance with and pursuant to law.

Section 5. General Provisions

The Board of Selectmen has the exclusive authority to waive any requirements of this policy at any time. In no case shall the Town Manager or others responsible for authorizing purchases, waive or deviate from this policy without the permission of the Board of Selectmen.

APPENDIX G: CODE OF ETHICS

The purpose of this Code of Ethics is to support and sustain local governance that is fair, impartial, and ethical, and that is accountable and responsive to the needs of the people of the Town of Kennebunkport. This Code of Ethics applies to members of the Board of Selectmen and to members of all Town boards, committees, and commissions (hereinafter referred to as “Members”). This Code of Ethics also applies to Town employees where indicated and the Town Manager shall ensure that all Town employees are made aware of the standards herein.

There are certain provisions of the general statutes of the State of Maine which should, while not set forth herein, be considered an integral part of this policy. Accordingly, the provisions of the following sections of the general statutes of the State of Maine, as may be amended or hereafter created are hereby incorporated by reference and made a part of this Code of Ethics and shall apply to all Selectmen, board members, committee members, commission members and employees of the Town of Kennebunkport whenever applicable as if more fully set forth therein, to wit:

- 1) 17 M.R.S.A. § 3104, Conflicts of Interest; Purchases by the State.
- 2) 17-A M.R.S.A. § 456, Tampering with Public Records or Information.
- 3) 17-A M.R.S.A. § 602, Bribery in Official and Political Matters.
- 4) 17-A M.R.S.A. § 603, Improper Influence.
- 5) 17-A M.R.S.A. § 604, Improper Compensation for Past Action.
- 6) 17-A M.R.S.A. § 605, Improper Gifts to Public Servants.
- 7) 17-A M.R.S.A. § 606, Improper Compensation for Services
- 8) 17-A M.R.S.A. § 607, Purchase of Public Office.
- 9) 17-A M.R.S.A. § 608, Official Oppression.
- 10) 17-A M.R.S.A. § 609, Misuse of Information.
- 11) 17-A M.R.S.A. § 903, Misuse of Entrusted Property.
- 12) 21-A M.R.S.A. § 504, Persons Ineligible to Serve.
- 13) 30-A M.R.S.A. § 2605, Conflicts of Interest.
- 14) 30-A M.R.S.A. § 5122, Interest of Public Officials, Trustees or Employees.

Definitions

As used in this code, the following terms shall have the meanings indicated:

- BOARD — Any Municipal Board that exists or may be created.
- BOARD MEMBER — Any member or associate member of a board.
- BOARD OF SELECTMEN — For purposes of this code, references to the “Selectmen” or to the “Board of Selectmen” shall be construed to mean the

Selectmen of the Town of Kennebunkport.

- COMMISSION — The Town Conservation Commission and any other municipal commission that exists or may be created.
- COMMISSION MEMBER — Any member or associate member of a commission.
- COMMITTEE — Any municipal committee that exists or may be created.
- COMMITTEE MEMBER — Any member or associate member of a committee.
- DE MINIMUS GIFTS — An infrequent, non-cash gift or favor with a cash value of less than \$50.
- FINANCIAL INTEREST — A direct or indirect interest having monetary or pecuniary value, including but not limited to the ownership of stock.
- IMMEDIATE FAMILY — A spouse, child, stepchild, parent, or sibling of a Selectman, board member, committee member, commission member, or Town employee.
- SELECTMAN — Any member of the Town of Kennebunkport Board of Selectmen.
- SPECIAL INTEREST — A direct or indirect interest having value peculiar to a certain individual or group, whether economic or otherwise, which value may accrue to such individual or group as a result of the passage or denial of any order, ordinance or resolution, or the approval or disapproval thereof, by the Selectmen, board, committee or commission, and which interest is not shared by the general public
- TOWN EMPLOYEE — Any individual working for, on a permanent or temporary basis, and drawing a salary from, the Town of Kennebunkport. The term “Town Employee” shall not include consultants or special personnel providing services on a short-term contractual basis.

1. Actions in the Public Interest

Members and employees will work for the common good of the Citizens of Kennebunkport and not for any private interest or personal gain. Members and employees shall provide fair and equal treatment of all persons, claims, and transactions that come before the Board of Selectmen or any Town board, committee, commission, office, or department.

2. Respect for the Process

Members shall perform their duties in accordance with the processes and rules of order established by the Board of Selectmen and by the other Town boards,

committees, and commissions on which they serve. Members shall be committed to the democratic process that encourages meaningful involvement of the public and that governs the deliberation of public policy issues in the Town of Kennebunkport. Members shall be supportive of any lawful decision made by a majority of the board, commission, or committee. Members shall endeavor to thoughtfully consider the opinions and recommendations of other Members, Citizens, and Town staff appearing before Town boards, committees, or commissions and shall remain respectful in all interactions with these individuals. Members shall have no legal authority outside of the meetings of their respective board, commission, or committee unless this authority has been specifically delegated to the Member.

3. Conduct of Public Meetings

Members shall prepare themselves for open discussion of public issues, shall listen courteously and attentively to all public discussions before the body, and shall focus on the business at hand. Members shall refrain from unnecessarily interrupting other speakers, from making personal comments not germane to the business of the body, and from otherwise interfering with the orderly conduct of meetings. The Chairman of each board, committee, or commission shall use his or her best efforts to ensure that the public who attend such meetings adhere to the same standards of conduct in this Code of Ethics as outlined for Members.

4. Decisions Based on Merit

Members shall base their decisions on the merits and substance of the matter at hand. Members shall, when making decisions, give full and balanced consideration to any written or spoken information that is introduced as part of the process of decision making.

5. Communication

Members shall publicly share information that is relevant to any matter under consideration by a board, committee, or commission, except when divulging such information would be illegal, unethical, or otherwise inappropriate.

6. Conflict of Interest

- Standards of Conduct.

The purpose of this section is to establish ethical standards of conduct for all

Selectmen, board members, committee members, commission members and employees by setting forth those acts or actions deemed to be in conflict or incompatible, or to create the appearance of conflict or incompatibility, with the best interests of the Town of Kennebunkport.

- General Standard

Members shall avoid any situation that may give rise to an actual or perceived conflict of interest. Where circumstances may cause a reasonable person to question the Member's impartiality or may otherwise give rise to an appearance of a conflict of interest, the Member shall not participate in a matter unless the Member has appropriately disclosed the situation and there has been a determination by the Member's board, committee, commission or staff official, that the Member's participation is appropriate.

- Disclosure of Conflict

Any Member who believes that they or a member of their immediate family has a financial interest or a special interest, other than an interest held by the public generally, in any agenda item before their collective body, shall disclose the nature and extent of such interest. Additionally, any Member who believes that any fellow Member, or any member of such fellow Member's immediate family has a financial interest or a special interest, other than an interest held by the public generally, in any agenda item before their collective body, shall disclose such interest. Such disclosure shall be made no later than the date of the first meeting of the applicable board, committee, or commission at which the agenda item concerned is to be taken up for consideration, recommendation, discussion, or vote and at which the Member is present.

- Determination of Conflict

Once disclosure has been made as provided above or the issue of conflict has been raised relative to a Member; the Member's fellow board, committee, or commission members shall review the facts and shall vote on whether or not such Member has a financial interest or a special interest with respect to the agenda item concerned. All conflict of interest questions relating to a particular agenda item shall be resolved prior to any consideration of the item concerned, and each Member of that board, committee, or commission shall be entitled to vote on all conflict of interest questions relating to that Town board, committee, or commission except those questions pertaining to that Member's alleged conflict of interest. All votes of conflict-of-interest questions shall be recorded.

A majority vote shall determine the question except that a tie vote shall have the effect of determining that a conflict exists.

- Avoidance of Appearance of Conflict of Interest

Once any Member is determined to have a conflict of interest in respect to any agenda item and once all conflict of interest questions relating to the agenda item concerned have been determined, as provided in this Code, the Member should either immediately leave the meeting room or, if the Member has a personal interest in the matter to be discussed, move to the area of the room occupied by the general public. The Member shall not return to his or her regular seat as a member of the body until deliberation and action on the item has been completed. Nothing herein shall require an individual Member to remove himself or herself for any item on which there is no deliberation, on which the individual's conflict has been determined by the other members, and on which the right to abstain from voting on the item has been granted.

- Incompatible Offices

No Member shall occupy any other elected or appointed office when the duties of such office are incompatible with the proper discharge of the Member's official duties to the Town. The occupancy of any other office by a Member is prohibited by any one of the following circumstances:

- where the duties of the other office make it impossible to discharge the duties of the Town office; or
- where one office is subordinate of the other, or
- where one officer carries the power of appointment or removal of the other; or
- where the occupancy of both offices is prohibited by law.

Notwithstanding the foregoing, a Member may serve as a non-voting liaison or Ex Officio Member of a board, committee, or commission with the approval of the Board of Selectmen or in special circumstances a Member may serve as a voting member of a board, committee, or commission if so designated by the Board of Selectmen.

7. Gifts and Favors

No Member or Town Employee, by virtue of their public office, shall take advantage of services or opportunities for personal gain that are not available to the public in general. No member or Town Employee shall accept gifts, favors, or

promises of future benefits that might compromise their independence of judgment or action or that might give the appearance of such compromise.

This guideline is not intended to prohibit Members or Town Employees from accepting or exchanging de minimus gifts or favors from friends and associates where gifts or favors are proper and appropriate for the occasion.

8. Confidential Information

No Member or Town Employee shall, without proper legal authorization, discuss or disclose confidential information concerning the property, personnel, government, or affairs of the Town, nor use such information to advance the private or financial interests of himself or herself or members of his or her immediate family. Members shall not discuss the privileged knowledge, executive sessions, or confidential business of the board, committee, or commission with unauthorized parties, either orally or in writing. For purposes of this subsection, “confidential information” shall mean any information, oral or written, which comes to the attention of or is available to such Member due to his or her position with the Town and is not a matter of public record. Information received and discussed during any executive session shall be considered within the constraints of this section and shall not be disclosed to any party unless permitted by the affirmative vote of a majority of such board.

9. Use of Public Resources

Neither Members nor Town Employees shall use public resources that are not available to the general public for private gain or personal purposes, such as Town staff time, equipment, supplies, or facilities.

10. Representation of Third-Party Interests

As stewards of the public interest, neither Members nor Town Employees shall represent the interests of third parties before any Town board, committee, or commission, nor shall they appear before any of these bodies on behalf of the interests of third parties on matters related to the areas of service of these bodies. Nothing herein shall be construed to prohibit any Member from representing his or her own personal interest, or the interest of immediate family, by appearing before any Board on any item.

11. Independence of Boards, Committees, and Commissions

Members shall refrain from using their positions to unduly influence the deliberations or outcomes of any board, committee, or commission proceedings or to inhibit free discussion and exchange of ideas of these groups.

12. Positive Workplace Environment

Members shall support a positive and constructive workplace environment for Town employees and for citizens and businesses dealing with the Town. Members shall recognize their special role when dealing with Town employees and shall in no way create the perception of inappropriate direction of staff.

Implementation

This Code of Ethics shall be included in the orientation of candidates for, or applicants to boards, committees, and commissions; and of newly elected or appointed Town officials and employees. Members entering office shall sign a statement acknowledging that they have received a copy, and read, and understand the Town of Kennebunkport Code of Ethics.

Compliance and Enforcement

The Town of Kennebunkport Code of Ethics expresses standards of conduct expected of Members of the Town's boards, committees, commissions and employees. Members and Town Employees themselves have the primary responsibility for ensuring that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. Compliance with this Code of Ethics shall be considered a duty of office for any member of a Board or Commission that is authorized under Article IV of the Town's Administrative Code.

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TOWN of KENNEBUNKPORT

POLICY ACKNOWLEDGEMENT SIGN-OFF SHEET

I (printed name) _____ have received and reviewed the
Personnel Policy on (date) _____. In signing below, I acknowledge
I have been given the opportunity to ask questions and that I understand the
material presented.

Employee

Date

Supervisor or HR signature

Date

TOWN OF KENNEBUNKPORT

PERSONNEL POLICY

Adopted September 12, 2013

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ARTICLE ONE

GENERAL PROVISIONS

1.1 PREAMBLE

The Town of Kennebunkport Board of Selectmen hereby adopt the following Personnel Policy and Rules for utilization by the Town Manager and the Board of Selectmen in the administration of the personnel activities of employees of the Town of Kennebunkport.

1.2 PURPOSE

The purpose of the Board of Selectmen in prescribing these rules is to set forth a uniform and equitable system of personnel administration for the Town of Kennebunkport, to promote effective and efficient municipal operations on behalf of the citizenry, and to pursue positive employee morale. The hope of the Town is to provide each employee with a written summary of work benefits, privileges, and responsibilities to better insure that all employees are treated fairly and to provide a logical, workable method for employees to resolve any problems that may arise from time to time.

1.3 SCOPE

These rules and policies shall apply to all Kennebunkport employees, except to the extent that they conflict with a collective bargaining contract or individual employment agreement signed by the Town Manager. Any employee covered by a collective bargaining agreement shall be directed by such agreement where differences occur. The benefits provided by the Town to employees shall apply employees as specifically provided herein.

1.4 ADMINISTRATION

- a. The Town Manager is responsible for the day-to-day administration of the Personnel Policy. It shall be the responsibility of each Department Head and manager to be knowledgeable of the Personnel Policy and to ensure that departmental staff are familiar with the Personnel Policy.
- b. It shall be the duty of the Town Manager to:
 - (1) Encourage and exercise the leadership in the development of sound personnel practices between the departments of the Town of Kennebunkport.

- (2) Advise the Board of Selectmen on manpower utilization.
- (3) Foster and develop programs for the improvement of employee effectiveness including training, safety, health, counseling, proper courtesy when dealing with the public, and respect for municipal property.
- (4) Insure the establishment and maintenance of records for all employees in the public service. Where applicable, the following information shall be included: class, title, pay or status, sick leave, vacation time, employee performance, training records, and other relevant data.
- (5) Insure that in each department these rules are administered fairly and in conformity with local ordinances and provisions of state and federal statutes.
- (6) Issue various administrative procedures and take other appropriate action to carry into effect the specific provisions of these rules and policies.
- (7) Perform the duties of Affirmative Action Officer or delegate these duties to an employee who shall be designated as the Town's Affirmative Action Officer.
- (8) Recommend to the Board of Selectmen revisions and modifications to these policies and rules as may be necessary to reflect changes in laws, economic conditions and policy decisions, and to insure sound personnel practices.

1.5 DEPARTMENTAL RULES

It is recognized that there may be a need to establish and maintain departmental rules of conduct and procedures, especially in the emergency services area. In case of conflict between these rules and policies and those of a specific department, these rules and policies shall be controlling unless the departmental rules and revisions have received approval by the Board of Selectmen.

Every reasonable effort should be made to insure maximum compatibility

between these and departmental rules.

1.6 PERSONNEL FILES AND PERSONAL INFORMATION

The Town Manager shall, upon written request from an employee, provide the employee or his/her duly authorized representative with an opportunity to review and copy his/her personnel file. Such reviews shall take place at the location where the personnel files are maintained and during normal office hours in the presence of a staff member. The Town may charge the employee for the cost of copying if more than one copy of the personnel file is requested in a given year.

Changes in personal information must be reported to the Town Manager or his/her designee as soon as possible. Examples of changes include, but are not limited to, name, address, telephone number, emergency contacts, family information (such as change in marital status or dependents) or change in insurance beneficiary.

ARTICLE TWO

NON-DISCRIMINATION

2.1 POLICY

The Town shall administer and implement these policies in a manner that shall not discriminate unlawfully against any person because of race, color, religion, gender, national origin, age, sexual orientation or physical or mental disability. The Town will take affirmative action to enhance the opportunities for minority group members and women and, as required by law, will provide reasonable accommodation for disabilities of otherwise qualified employees or applicants for employment.

2.2 The use of male or female gender nouns or pronouns in the personnel policy or related procedures and forms 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 THREE

RECRUITMENT AND EMPLOYMENT, TRANSFER, PROMOTION

3.1 ELIGIBILITY

It is the policy of the Town of Kennebunkport that all positions within the Town

be filled by fully qualified people who have been evaluated based on job-related criteria. Eligibility for appointment, promotion, or transfer shall therefore be based on such qualifications. It is also the policy of the Town to provide maximum opportunity to currently qualified employees whenever possible.

3.2 ANNOUNCEMENTS OF VACANCIES

Recruitment notices shall be prepared setting forth a basic description of the position, any minimum qualifications or education, necessary skills, and experience preferences. The notice shall also state the application steps to be followed and the closing date for submitting application materials. Such notices shall affirm Kennebunkport as an equal opportunity employer and shall be posted on bulletin boards at appropriate Town work sites. Department heads shall be aware of promotion-ready employees and shall encourage application where appropriate. Notice shall also be given externally should there be no qualified internal applicants, or if necessary to develop a broader base of applicants. Such various media or publicity may be used as might be expected to bring notice of vacancies to an adequate number of qualified applicants and to further the Town's affirmative action objectives. The media used may include, but is not limited to, the Town's website, web-based services, newspapers, professional journals and websites, and minority publications.

3.3 APPLICATION FOR EMPLOYMENT

Applications for employment with the Town shall be made on a standard application form or by the submission of a resume and completion of other such forms as may be prescribed. Applications and resumes shall be accepted only during the time period set forth in the recruitment notices, however the period for accepting applications may be extended for the purpose of enlarging the number of applicants.

3.4 COORDINATION

All hiring, transfer, and promotion procedures shall be coordinated through the office of the Town Manager. Department heads may, at the direction of the Town Manager, receive the applications, correspond with applicants, and keep the appropriate records.

3.5 RESIGNATIONS

The resignation of an employee once submitted shall be deemed to have been accepted by the Town and shall not be subject to the grievance procedure.

3.6 REINSTATEMENT

An employee who has resigned in good standing may be reinstated, if a vacancy exists, to the same or similar position in the Town within one year of the date of resignation.

An employee may be reinstated at the same rate of pay previously received or may revert to a lower rate of pay at the discretion of the department head and with the approval of the Town Manager. Reinstatement at a higher rate of pay is not permitted. Employees reinstated shall be treated as new employees for purposes of seniority and eligibility for employee benefits, and shall be subject to a probationary period of six months. No former employee has a right to reinstatement. The option to reinstate rests solely with the Town Manager or his designee.

Employees restored to duty after military leave are not reinstated in the sense of this rule.

ARTICLE FOUR

CLASSIFICATIONS OF EMPLOYMENT

a. Full-time Employment: Full-time employment is an appointment to a permanently budgeted position to work a standard work week of no less than 35 hours each week on a continuing and year round basis. Full-time employees are eligible for all benefits herein after completion of the probationary period.

b. Regular Part-time Employment: Part-time employment is an appointment to a permanently budgeted position to work a standard work week of between 20 hours and 35 hours each week on a continuing and year round basis. Regular part-time employees are entitled to partial vacation, holidays and sick leave in direct proportion to the hours they work after completion of the probationary period, or otherwise to benefits provided as entitled by State or Federal law.

c. Part-time Employment: Part-time employees are defined as those employees who are scheduled to work less than 17.5 hours per week on a year round basis. Part-time employees are not entitled to any employee benefits. Part time employees who work year round are considered employees who must serve a probationary period.

d. Contract Employment: Contract employment is employment under a written personal services contract between the Town and an individual. Contract employees receive compensation and benefits according to the terms

of that contract and have no claim to the benefits herein except as specifically negotiated.

e. Temporary Employment: Temporary employment is an appointment to work a standard workweek or less on a regular basis but for a defined limited period of time, usually not to exceed six (6) months. Extensions of temporary employment may be granted by the Town Manager for up to three (3) months. Temporary employees are paid for hours worked and receive no other Town benefits, except those mandated by law.

f. Seasonal Employment: Seasonal employment is appointment to a temporary position in a position that can be classified by the State of Maine as a seasonal industry position. Such employees are paid for hours actually worked, are terminated at the end of the season, and receive no other benefits except those mandated by law.

g. Probationary Employment: Any person employed on a full-time or part-time basis by the Town shall be employed on a probationary status for a period of six months except as otherwise provided by State law or contract. The conduct and work performance of employees on probation will be subject to review and evaluation during the six months, and they may be removed or demoted at any time during the probationary period. Such removals or demotions will not be subject to review or appeal.

ARTICLE FIVE

HOURS OF WORK AND OVERTIME

5.1 NORMAL WORK WEEK

Due to the variations in the services offered by the Town, hours worked per week may vary among the departments. The regular workweek for payroll purposes begins on Monday and ends on Sunday. Full-time employees are expected to work a 37.5 or 40-hour workweek as determined by the Department Head with the approval of the Town Manager. The Town reserves the right to adjust hours of work. It is understood that, within reason, exempt salaried employees shall accomplish the work assigned to the position regardless of the hours required to do the work.

5.2 LUNCH PERIODS

All employees shall be granted an unpaid lunch period during each work shift. Exceptions to this rule are Police and Communications employees working a forty (40) hour week, who shall remain on duty during lunch.

5.3 REST BREAKS

Morning and afternoon rest breaks of fifteen (15) minutes maximum duration shall be granted employees by the supervisor except when work requirements must take precedence.

5.4 OVERTIME

Reasonable overtime requirements may be an exception to the standard work week referred to above.

Non-exempt hourly employees who work over forty (40) hours in a regular work week and over eight (8) hours in a day (as defined above) shall be compensated at a monetary rate of one and one-half (1 1/2) times the base hourly rate of the affected employee.

For the purpose of Article 5, "hours worked" shall not include:

1. Hours compensated for by holiday pay
2. Hours compensated for by vacation
3. Hours compensated for by bereavement leave
4. Hours compensated for by compensatory pay
5. Hours compensated for by sick pay

5.5 COMP TIME

Employees may have the option of taking compensatory time off at one and one-half times rates of pay with department head approval, if in compliance with all applicable federal and state laws. Employees will not be eligible for comp time until they have worked a forty-hour work week.

5.6 SHIFT ASSIGNMENT CHANGES

It is recognized that the schedule and employee's daily and weekly shift assignments are based on the operating requirements and budgetary restraints of the Town and are subject to change. The Town shall have the exclusive right to make any such change and shall make every attempt to notify employees in advance. Where union employees are affected, procedures shall follow the union contract.

ARTICLE SIX

ATTENDANCE

6.1 All employees shall be at their respective work places in accordance with the general or departmental regulations pertaining to the hours of work. All departments shall keep daily attendance records and furnish to the Town Manager such periodic reports as he shall request. In the event of necessary absence due to illness or any other cause, it is the responsibility of the employee to see that the supervisor is advised of the absence and reason before the time that the employee is expected to report to work.

ARTICLE SEVEN

PHYSICAL EXAMS

7.1 New employees may, after a conditional offer of employment, be required to pass a medical examination, which shall verify the employee's ability to physically perform the duties of the position for which he/she has been hired. Physical examinations conducted at the Town's request will be paid for by the Town. The Town will provide a list of appropriate doctors that the employee may use.

ARTICLE EIGHT

OUTSIDE EMPLOYMENT/APPOINTED POSITIONS

8.1 No employee shall, while on duty, be engaged in any employment activity or enterprise that is incompatible or in conflict with their duties for the Town. Failure to curtail outside employment that is determined by the appropriate department head or Town Manager to hinder, interfere with, or prevent the employee from the impartial and efficient performance of duties, shall result in termination from Town employment. In any event, no employee shall fail to appear for a mandatory work assignment or shift due to conflicting outside employment or business commitments.

8.2 No full-time or part-time employee of the Town shall serve on any appointed board of the Town of Kennebunkport, unless appointed in connection with their employment.

ARTICLE NINE

REIMBURSEMENT OF EXPENSES

9.1 TRAVEL EXPENSES

Employees shall be reimbursed for reasonable and necessary expenses incurred while carrying out official Town business. Such reimbursement shall be made in accordance with current approved rates upon submission of a

standard expense sheet signed by the employee's immediate supervisor. Such reimbursement shall not apply to travel between the employee's home and work site. Requests for all reimbursements except mileage must be accompanied by receipts of same.

ARTICLE TEN

POSITION CLASSIFICATION AND PAY PLAN/PERFORMANCE EVALUATION

10.1 PURPOSE AND RESPONSIBILITY

The Town Manager shall maintain a position classification and pay plan covering all full-time Town employees. The job descriptions and pay plan shall be included as an appendix to these rules.

10.2 JOB DESCRIPTIONS

Job descriptions that state the nature of the position, its responsibilities, and minimum qualifications shall be developed and maintained. Copies shall be made available to employees at time of hire.

10.3 PAY PLAN

A pay plan providing at least a schedule of minimum/maximum salary ranges for each job classification shall be prepared and periodically revised in light of labor market realities. The pay plan shall be included as an appendix to these rules as prepared or revised following approval by the Board of Selectmen. The Manager will insure that copies of the pay plan and revisions are provided to department heads.

10.4 CLASSIFICATION

The creation of a new position or reclassification of a position shall occur only with the express consent of the Board of Selectmen and shall be based on the job description as written or revised.

10.5 WORK OUTSIDE OF CLASSIFICATION

Regardless of job classification, all employees are required to perform all job assignments made by their supervisor, department head, or the Town Manager.

10.6 EMPLOYEE PERFORMANCE EVALUATION

The Town shall establish and maintain a Performance Evaluation and Review

Plan applicable to all positions. Each employee shall be evaluated in accordance with the criteria and procedures set forth in the plan. Employees, at a minimum, will be evaluated and provided with feedback on their performance immediately prior to the conclusion of their first six (6) months of employment and every twelve (12) months thereafter.

ARTICLE ELEVEN

INSURANCE AND RETIREMENT BENEFITS

11.1 WORKERS' COMPENSATION

The Town provides Workers' Compensation Insurance, which provides income and other benefits covering occupationally-incurred disabilities for all Town employees.

11.2 SOCIAL SECURITY

The Town participates in the social security system for employees to the extent required under federal law. Participation is mandatory for covered employees, who shall contribute the employee share as required under federal law.

11.3 HEALTH INSURANCE

The Town shall provide health insurance to all employees classified by the town as eligible for this health insurance benefit, or as required by State or Federal law. The Town shall possess the authority and discretion to select and change insurance carriers from time to time to provide health insurance benefits and the authority to add to, or modify health insurance benefits.

Currently the Town provides health insurance through the Maine Municipal Employees Health Trust (MMEHT) PPO 500 plan. The Town shall fund 100% of the employee's deductible and 100% of the employees' Maximum Out - of - Pocket expense through a Health Reimbursement Account (HRA). The employee and Town share of the cost of the medical insurance premium for all coverage options shall be as follows:

	Town Share	Employee Share
Effective July 1, 2013	88%	12%
Effective July 1, 2014	85%	15%

11.3.1 Cash-in-Lieu-Of Health Insurance Option

As an alternative to health insurance coverage the Town offers to employees eligible to be enrolled in health insurance coverage cash in lieu of health insurance. To participate in the cash in lieu of option an eligible employee must document to the satisfaction of the Town that he/she is otherwise covered by health insurance, or must elect coverage at a level less than the employee is eligible for as a result of his/her family situation. Effective July 1, 2013 the Town will reimburse employees then participating in the cash in lieu of health insurance option as follows:

Effective July 1, 2013, the reimbursement rate for an employee who is eligible for employee /child coverage is \$414 per month and the rate for an employee who is eligible for family or employee /spouse coverage is \$747 per month.

Effective July 1, 2014, the reimbursement rate for an employee who is eligible for employee/ child coverage is \$393 per month and the rate for an employee who is eligible for family or employee /spouse coverage is \$704 per month.

Effective June 30, 2015, the reimbursement rate for an employee who is eligible for employee/ child coverage is \$365 per month and the rate for an employee who is eligible for family or employee /spouse coverage is \$650 per month.

11.3.2 Effective July 1, 2013, for employees eligible for, but not enrolled in, medical insurance coverage, the cash-in-lieu-of health insurance benefit is \$5,000 per year for full family or employee/spouse benefit level and \$2,750 per year for employee/child benefit level. The benefit is payable on a monthly basis.

This provision will include an employee enrolled in the health insurance benefit on July 1, 2013 who subsequently selects the cash-in-lieu-of health insurance option.

11.4 INCOME PROTECTION

The Town offers to full-time employees, at their own expense, an income protection benefit through the Maine Municipal Employees' Health Trust.

11.5 RETIREMENT

The Town will offer a retirement program to full time, regular part-time, and eligible part-time employees. The Town will contribute on behalf of the employee in either the Maine State Retirement System as a Participating Local District and/or in an ICMA RC (457) Deferred Compensation Program as described below:

- **Maine Public Employees Retirement System (MainePERS):** Participation shall be subject to rules and regulations of the program option selected by the Town. The employer's contribution mandated by MainePERS will be paid by the Town for all eligible and participating employees. Full-time and regular part-time employees participating in MainePERS may also elect to participate in a Deferred Compensation Plan (Plan 457) of the Town's choice with the Town matching employee contributions up to a maximum two percent (2%) of the employee's income.
- **ICMA R.C. Deferred Compensation Program:** All full time and regular part-time employees not participating in the Maine State Retirement Program may enroll in an ICMA Retirement Corporation, 457 Fund Deferred Compensation Program. The Town will match employee contributions up to a maximum of six percent (6%) of the employee's income.

11.5.1 Re-employment upon retirement

The Town may consider for re-employment to a full-time position an employee who has retired from the Town under the MainePERS System subject to the following conditions:

- a. The employee is in good standing with the Town at the time of retirement.
- b. The employee obtains at their own expense a physical examination from a physician approved by the Town, to certify that he or she can meet the physical requirements of the position.
- c. The duration of re-employment may not be greater than 5 years.
- d. The Town will not make further employer contributions to retirement benefits other than contributions to Social Security as required by law.
- e. The Town Manager and the Board of Selectmen must approve the re-employment.
- f. Employees employed under the terms of this section shall forfeit any seniority rights as such rights may be a factor in layoffs, promotions or transfers.

Employees who retire early and take reduced benefits from MainePERS do not qualify under this section. Employees in positions covered by a collective bargaining agreement are eligible for re-employment after retirement only as specified in the applicable collective bargaining agreement.

11.6 CARRIERS AND BENEFIT LEVELS

The Town shall provide dental insurance coverage to eligible employees under the Town's dental insurance plan. The Town shall pay 50% of the premium cost and the employee shall pay 50% of the premium cost of the dental insurance for the coverage elected by the employee.

11.7 FLEXIBLE SPENDING ACCOUNT

The Town shall provide, under the Internal Revenue Service Code of 1986 as amended, a Medical Care Flexible Spending Account under IRS code Section 105 and a Dependent Care Flexible Spending Account under IRS code Section 129. These FSA benefits are available at the employee's option. All contributions to either a medical care FSA or a dependent care FSA are the employee's sole responsibility and obligation. The Town shall pay for the cost of administration of the employee medical care or dependent care FSA through a third party administrator of the Town's sole choice.

11.8 RETIREMENT HEALTH SAVINGS

The Town shall provide to eligible employees a Health Care Savings Plan, as defined by and in accordance with the rules and regulations of the Internal Revenue Service. Employees eligible to participate will, at a date determined by the Town, be debited fifty six (56) hours of accumulated sick leave and shall receive a cash credit equal to forty eight (48) hours at the employees rate of pay, provided the employee maintains a minimum of three hundred twenty (320) hours of accumulated sick leave, said cash credit to be paid by the Town into the employee's Health Savings Plan.

11.9 CARRIERS AND BENEFIT LEVELS

Nothing in this Article shall restrict the Town in its selection of benefit carriers or benefit levels.

ARTICLE TWELVE

VACATIONS

12.1 Employees may take accrued vacation time after six months of employment with approval of the Town Manager or his/her designee.

12.2 Exempt, salaried employees accrue paid vacation time as follows: except

that existing employees shall not have their annual vacation accrual reduced below that which they earned as of July 1, 2013 :

EMPLOYMENT ANNIVERSARY DATE		ENTITLED VACATION DAYS
AFTER	1 year	12 working days
	2 years	15 working days
	5 years	18 working days
	10 years	20 working days
	15 years	22 working days
	20 years	24 working days

The Town Manager may, upon appointment of an exempt, salaried employee, provide for an accrual of vacation time greater than otherwise provided herein, if that employee, in the opinion of the Town Manager, has the equivalent work experience and qualifications equal to ten years in the job being appointed to.

Non-exempt, hourly employees accrue paid vacation time as follows:

AFTER	1 year	9 working days
	2 years	13 working days
	5 years	15 working days
	10 years	18 working days
	15 years	20 working days
	20 years	22 working days
	25 years	24 working days

12.2.1 Vacations with pay for the Town Manager shall be determined by contract.

12.3 Vacation schedules shall be submitted to the Town Manager or designee by the department heads for approval. In case of conflict, vacations shall be granted by order of seniority.

12.4 During unpaid leaves of absence, no vacation days will accrue. A non-exempt, hourly employee may carry over up to a maximum of five (5) vacation days each vacation year. The total accumulation of accrued vacation time shall not exceed twenty (20) days. An exempt, salaried employee may carry over up to a maximum of eight (8) vacation days each year. The total accumulation of accrued vacation time shall not exceed twenty-five (25) days.

ARTICLE THIRTEEN

HOLIDAYS

13.1 The following holidays shall be paid holidays for all eligible Town employees:

- | | |
|---------------------------|--|
| 1. New Year's Day | 8. Columbus Day |
| 2. Washington's Birthday | 9. Veteran's Day |
| 3. Martin Luther King Day | 10. Thanksgiving Day |
| 4. Patriot's Day | 11. Day after Thanksgiving Day |
| 5. Memorial Day | 12. Christmas Day |
| 6. Independence Day | 13. Employee's Birthday (Floating Holiday) |
| 7. Labor Day | |

13.2 In order to be paid for a holiday, an employee must work the last scheduled day before the holiday and the first scheduled day after the holiday, or be on authorized leave. Holidays will be observed on the dates scheduled by the state and/or federal government.

13.3 Hourly employees who are required to work a holiday shall be given an eight (8) hour personal paid day off or double the applicable hourly rate for hours worked. Personal time days off shall be granted subject to a written request to the department head or Town Manager at least forty-eight (48) hours before the commencement of the day to be taken and shall be taken within thirty (30) working days following the holiday. However, specifically requested dates for personal days may be rejected based on departmental need.

13.4 Any other time declared as a holiday or non-work day by the Town Manager or Selectmen for non-union employees shall also be granted to all union employees.

ARTICLE FOURTEEN

LEAVE

14.1 SICK LEAVE

Eligible employees shall be entitled to one (1) working day of sick leave per month to accumulate to a maximum of one hundred and twenty (120) days except that new employees shall complete the six (6) months probationary period before becoming eligible for the benefits of this Article. Sick leave shall

be earned by an employee at the foregoing rate in any month in which the employee is compensated for forty (40) or more hours of actual work. For the purpose of this section, however, earned vacation time shall be considered as working time.

An eligible employee shall be entitled to sick leave pay when, by reason of "non-service connected" disabling injury or illness, he is unable to perform any of the duties for which he is qualified.

Sick leave pay for up to three (3) consecutive days of sick leave shall be granted. At the Town's discretion, a request for sick leave pay for more than three (3) consecutive days must be accompanied by a written statement from the employee's physician showing the need therefor. The employee shall, when required, advise the Town of his medical status and his availability for work. An employee may elect to use up to forty (40) earned sick leave hours per contract year to care for members of the immediate family (spouse, children, parents) who are ill.

Upon retirement, an employee shall receive the dollar value of fifty percent (50%) of the unused portion of his accumulated sick leave. Such payment is not to exceed the dollar value of forty-five (45) days, i.e., three hundred sixty (360) hours, of pay at the applicable straight time hourly rate. In the event of the death of an employee, fifty percent (50%) of all unused sick leave shall be paid to his estate.

14.2 MATERNITY LEAVE

- a. An employee shall be entitled to accumulate sick leave pay and accrued vacation leave for disability pertaining to a pre-natal and/or post-natal condition and to the actual birth. The employee must leave work within twenty-four (24) hours after the doctor medically verifies that the employee is unable to perform his job. An employee is not required to return to work until the doctor verifies that the employee is able to return to work. Insurance will remain in effect for as long as the maternity leave.
- b. Any additional leave shall be covered in accordance with other applicable contract clauses of this agreement. If the Town disputes the doctor's verification(s), the Town reserves the right to request that the employee be examined by a qualified doctor of the Town's choosing. All costs incurred at the Town's request shall be borne by the Town.

14.3 BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, the employee shall be granted up to five (5) days leave of absence with full pay to make household adjustments or to attend funeral services. "Immediate family" is hereby defined to include spouse, children, step-children, parents, or step-parents. Three (3) days leave of absence with full pay will be granted to make household adjustments or to attend funeral services of brothers, step-brothers, sisters, step-sisters, parents-in-law, grandparents, grandchildren, and foster parents.

In the event of the death of an aunt, uncle, niece, nephew or other relative [brother-in-law (brother of employee's spouse, or employee's sister's husband), sister-in-law (sister of employee's spouse or employee's brother's wife)], an employee shall be granted one (1) day off with pay to attend the funeral.

14.4 MILITARY LEAVE

The Town complies with all state and federal laws concerning military leave. The Town will pay the employee the balance between service pay and the employee's regular compensation for up to two weeks of reserve training or service each year. Employees called up to active duty may utilize any available vacation or personal leave. Employees are expected to provide documentation of their orders as soon as reasonably possible to the Assistant Town Manager. See the Assistant Town Manager for more information about military leave.

14.5 Family Medical Leave

Federal Family and Medical Leave

Under the federal Family and Medical Leave Act, employees who have worked for the Town for at least 12 months and worked a minimum of 1,250 hours in the previous 12 months may take up to 12 weeks of unpaid leave in a 12-month period:

- For the employee's own serious health condition.
 - To care for a newborn, foster child or newly adopted child;
 - To care for a seriously ill child, spouse, or parent;
 - In case of a "qualifying exigency" for a spouse, child or parent on active military duty; or
 - To care for a service member who is a spouse, child, parent or next of kin (specific conditions apply).
- A. The "12-month period" for FMLA purposes shall be a rolling period from the employee's first use of FMLA leave.
- B. Employees requesting leave shall provide at least 30 days' notice whenever such leave is foreseeable.

- C. Whenever an employee is absent for five consecutive days the employee will be asked to provide information needed to determine whether the leave is for an FMLA-qualifying purpose.

All leave (including sick, vacation or personal leave) taken for FMLA-qualifying purposes shall be counted toward an employee's FMLA entitlement. Any employee taking leave under FMLA shall concurrently use any available paid leave available. After such paid leave is exhausted, the balance of the FMLA leave shall be unpaid.

The Town will continue to pay its share of the employee's insurance premium while the employee is on unpaid FMLA leave. The employee must pay his or her share of the premium on a monthly basis as directed by guidelines in the FMLA packet.

Before returning to work, an employee taking FMLA leave for his/her own serious health condition shall submit a certificate from a health care provider indicating that they are able to return to work and perform the essential functions of the position.

Maine Family Medical Leave Law

Employees may be eligible for up to 10 weeks of unpaid family or medical leave during any two-year period under the Maine Family Medical Leave Act. To be eligible, an employee must work for the Town for a minimum of 12 months. Leave may be taken under the state law:

- For the employee's own serious health condition;
- To care for a newborn or adopted child of the employee or his/her domestic partner;
- To care for a seriously ill child, spouse, domestic partner, parent or sibling;
- Donation of organ for human transplant; or
- Death or serious health condition of the employee's spouse, domestic partner, parent, child or sibling while on active military duty.

14.6 JURY DUTY

Any employee called for jury duty on days falling within his usual work period for the Town shall be paid for those days the difference between the compensation he would have received from the Town and his jury compensation, exclusive of travel allowance, for such services. The employee shall present to the Town an official statement of jury pay received.

Employees excused from jury duty must report back to work during their normal work hours.

14.7 UNPAID LEAVES OF ABSENCE

a. GENERAL LEAVE OF ABSENCE

Any employee of permanent standing may be granted a general leave of absence without pay by the Town Manager upon recommendation by the department head concerned. Such leave of absence shall not exceed one hundred eighty (180) days in length and shall only be granted when the past record of the employee, and the purpose for which the leave is requested, justifies the leave and is in the best interest of the Town.

For a general leave of absence, an employee must use all accrued vacation and holiday entitlement before commencing his leave of absence. The reason for the leave of absence shall be stated in writing and shall be periodically reviewed by the department head. Failure on the part of the employee to return to work on the expiration of the granted leave without having arranged for an extension shall be deemed a resignation from the job. Sick leave and other paid leave benefit time will not accrue during a general leave of absence.

b. PHYSICAL DISABILITY LEAVE OF ABSENCE

Any employee of permanent standing may be granted a disability leave by the Town Manager due to an extended illness, hospitalization or other physical-related problems. It will be the responsibility of the Town Manager to determine when an employee is fit to return to work based upon medical information supplied by the employee's physician or by requiring the employee to be examined by a physician of the Town's choosing.

Physical disability leave of absence will be without pay and shall not exceed ninety (90) days in length. Employees who are granted a physical disability leave of absence are required to use accrued sick or vacation time before leave is granted. Employees who are not able to return to work at the expiration of the leave may use accrued sick or vacation time to maintain their employment status until said accounts are exhausted. Failure on the part of the employee to return to work on the expiration of the leave without having arranged for an extension shall be deemed a resignation. Sick leave and other paid leave benefit

time will not accrue during a physical disability leave of absence.

ARTICLE FIFTEEN

WORKERS COMPENSATION CLAIMS

15.1 The Town of Kennebunkport provides workers compensation insurance for all employees. Any employee involved in any accident shall within 24 hours report to his immediate supervisor said accident and any physical injury sustained. Said report will be made on a proper form provided by the Town. Supervisors may file the first report of injury.

15.2 An employee shall not be entitled to receive payments or regular wages or salary plus workers' compensation insurance benefits for any concurrent dates. Whenever an employee has been deemed eligible to receive workers' compensation insurance, he must elect one of the following options:

- a. Continue to receive regular paycheck but sign the workers' compensation check over to the Town
- b. Collect and retain all workers' compensation payments but forfeit his regular wages for the entire period of time for which insurance compensation payments are received.

15.3 While out on workers' compensation, employees will maintain seniority but will not accumulate paid leave benefits. The Town will cover the employee's health insurance for thirty (30) days after the determination of eligibility for workers' compensation. The employee may continue to participate in the health insurance program after the thirty (30) day period by paying both the employer and employee's share of costs unless he returns to work or terminates employment.

ARTICLE SIXTEEN

UNIFORMS & EQUIPMENT

16.1 Specialized gear, protective clothing, safety equipment, and materials will be provided by the Town to the persons who require the items in the performance of their work. Types and quantities of items and the accountability for same is specified in the respective department directives.

16.2 Town-provided uniforms and equipment shall be worn only in places and at times that bear a reasonable relationship to the performance of official

duties. Employees issued Town uniforms and equipment shall be responsible for the care and maintenance of same and will return all such uniforms and equipment upon separation. Departments may enter into maintenance agreements for the care of their departments' uniforms.

ARTICLE SEVENTEEN

EMPLOYEE CONDUCT, WORK RULES AND DISCIPLINE

17.1 DISCIPLINARY ACTION

Except to the extent that this section is modified by a union contract or statute, disciplinary action shall initiate with the department head unless circumstances dictate otherwise. Contemplated disciplinary action should be reviewed, if practical, with the Town Manager.

17.2 Whenever a supervisor judges that employee performance, attitude, work habits, or personal conduct falls below a suitable level, the supervisor shall inform the employee promptly and specifically of such lapses. If appropriate and justified, at the discretion of the supervisor, a reasonable period of time for improvement may be allowed before initiating disciplinary action; however, a specific incident may justify immediate or severe disciplinary action in and of itself. The action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct.

17.3 A written record shall be submitted to the Town Manager when disciplinary action is taken.

17.4 To ensure effective operations and provide the best possible work environment, the Town expects employees to follow rules of conduct that will protect the interests and safety of all employees and the town. While it is not possible to list all the forms of behavior that are unacceptable in the workplace, employees will be disciplined for any behavior that is unsafe, detracts from any employee's ability to work, or is not in the Town's best interest. Discipline is in the sole discretion of the Town and, while generally discipline will be progressive, the Town retains full discretion to deviate from progressive discipline based on the nature of the employee's misconduct. Discipline may entail an oral warning, written warnings or reprimands, suspension with or without pay, and termination from employment. Some types of employee misconduct are so serious, however, that they may result in immediate termination. Examples include, but are not limited to, the following:

1. Neglect of duty
2. Work habits, productivity, or ability to perform the functions of ones job

- decline to a level of competence that is below adequate or acceptable
3. Insubordination, including refusing to respond to a request or order prescribed by a supervisor, or use of abusive, profane, or threatening language towards any supervisory personnel, other employees, or members of the public
 4. Violation of the drug and alcohol policy
 5. Chronic or excessive absenteeism or tardiness, or leaving work without permission
 6. Willful violation of any of the provisions of the personnel rules, regulations or other Town policies or procedures
 7. Falsification of documents concerning payroll, personnel or other Town records
 8. Failure to comply with safety regulations and requirements
 9. Dishonesty of any kind or theft of Town, public, or private property will result in immediate dismissal and prosecution to the fullest extent of the law
 10. Negligence towards, or willful damage to, public property, or waste of public resources
 11. Acting in a manner that lowers the morale of other Town employees
 12. Acceptance of a gift, monetary or otherwise, by an employee for work done on the job or when given under circumstances indicating the hope or expectation of receiving better treatment than afforded the general public
 13. Engaging in any threats, acts of violence or disorderly conduct; possessing or using any weapons at work or any use of an item as a weapon
 14. Engaging in gambling while working or while representing the Town
 15. Violation of the tobacco policy
 16. Misappropriation or use of the Town's time or property for private gain or purpose.

17.5 SPECIAL PROCEDURE

In the event that an individual employee becomes uninsurable under the Town's fleet automobile insurance, and non-driving work for which the individual is qualified is not available, the Town shall have just cause to discharge said employee. In the event that an assigned risk policy is available, the cost of the policy shall be borne by the employee through payroll deduction.

17.6 This system of discipline increases in severity with each offense in order to deter further violation and maximize opportunity for corrective action by the employee. Actions need not be taken in order depending on severity of the offense. The progressive disciplinary program includes, but is not limited to,

the following steps:

- a. VERBAL WARNING** A record of this is kept on file by the supervisor but is not normally placed in the employee's file.
- b. WRITTEN WARNING** This describes the nature of the offense and states further disciplinary action.
- c. SUSPENSION** The number of days an employee is suspended depends upon the seriousness of the offense.
- d. TERMINATION** The Town Manager has exclusive authority to remove for cause, after notice and hearing, all persons whom he is authorized to appoint and to report all removals to the Board of Selectmen.

Probationary employees may be removed without cause prior to the expiration of the probationary period.

17.7 Employees may appeal actions taken under the provisions of this Article by following the grievance procedure outlined in Article 18. Employees covered by a union contract shall be covered by provisions of the contract where there are differences in discipline and discharge procedures.

17.8 Harassment and Sexual Harassment

The Town expects all employees to conduct themselves with dignity and with respect for fellow employees, citizens, vendors and others. Employees shall not verbally, physically or psychologically harass another individual based on their race, religion, color, age, sex, sexual orientation, national origin, ancestry, or physical or mental disability. Harassment is disruptive, interferes with the Town's business, and creates an intimidating, hostile or offensive work environment.

Sexual harassment is prohibited in the workplace by any employee and in any form. Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and any other verbal or physical conduct of a sexual nature. Sexual harassment occurs when submission to or rejection of unwanted sexual conduct is used as the basis for employment decisions, or when unwelcome sexual conduct creates an intimidating, offensive or hostile working environment.

Examples of sexual harassment include:

- Sexual touching, advances or propositions;
- Verbal abuse of a sexual nature;
- Graphic or suggestive comments about an individual's dress or body;
- Sexually degrading words to describe an individual; and
- Display in the workplace (including video and computer monitors) of sexually suggestive objects or pictures, including nude photographs.

Employees who believe they have been the subject of harassment because of the actions of a supervisor, another employee or a non-employee shall immediately report the incident to the Town Manager. Supervisory personnel who become aware of any harassment are required to report it immediately to the Town Manager.

All complaints will be investigated promptly. Confidentiality will be protected to the extent reasonably possible. Any employee or supervisor who is found to have engaged in harassment of another employee will be subject to appropriate disciplinary action up to, and including, termination from employment.

Retaliation against any employee for filing a complaint or participating in an investigation is prohibited.

Employees are encouraged to utilize this procedure to address harassment complaints.

17.9 Drug and Alcohol Policy

The Town is committed to maintaining a drug and alcohol-free work environment and to taking immediate action in response to unacceptable drug and alcohol-related behavior(s) by employees.

No employee shall possess, use, sell, distribute, manufacture or be under the influence of alcohol, illegal drugs, or any other substance that affects his/her behavior or ability to perform his/her job responsibilities while on duty, on work premises, while driving on Town business, or while representing the Town in connection with his/her employment. Violations of this policy shall result in

disciplinary action, up to and including termination.

Possession and use of drugs prescribed for the employee's use is not a violation of this policy. However, an employee is expected to inform his/her supervisor if he/she is taking any medication (over-the-counter or prescription) which may cause the employee to be a danger to him/herself or others in performing his/her job duties.

In accordance with federal law, Town employees are required to notify the Town Manager of a conviction for a drug violation no later than five calendar days after such conviction. Failure to provide the required notification will result in termination of employment.

A confidential third-party Employee Assistance Program (EAP) is available through the Town's health insurance program that includes drug and alcohol counseling services for eligible employees.

Town employees covered by the federal transportation workplace drug testing program will receive separate information about the program requirements.

17.9 Computer and Internet Use

The Town's computers and network system are provided for purposes related to business operations and performance of employees' job responsibilities. Incidental personal use of Town computers is permitted as long as such use: 1) does not interfere with the job responsibilities and performance of the employee and/or co-workers; 2) does not interfere with system operations; and 3) does not violate this policy and/or any laws. "Incidental personal use" is defined as use by an individual employee for occasional personal communications.

Some examples of inappropriate uses of computers include but are not limited to:

- Transmitting or receiving sexually explicit comments or images;
- Transmitting or receiving materials or images that may offend or harass someone based on their race, color, sex, religion, national origin, ancestry, age, sexual orientation, or physical or mental disability;
- Any use of computers prohibited by state or federal laws, including but not limited to, on-line gaming of any kind;
- Using computers for profit-making purposes;

- Accessing and/or sharing company files and materials without proper authorization;
- Unauthorized downloading of material from the Internet for non-work use;
- Unauthorized downloading or copying of software;
- Disruptive acts, such as introducing viruses into the computer system;
- Using someone else's password or providing others with your password; or
- Using computers for non-work related activities such as shopping on the Internet, or personal e-mails or solicitations.

All computers remain under the control, custody and supervision of the Town. Employees have no expectation of privacy in their use of Town computers and the Town reserves the right to monitor all computer and internet activity by employees.

Employees who violate this policy are subject to disciplinary action up to, and including termination of employment. The complete Computer and Internet Use Policy can be obtained from the Assistant Town Manager.

17.10 Tobacco Use

It is the established policy of the Town to provide a safe and healthful place of business for its employees and citizens. The use of all Tobacco products is strictly prohibited in all Town owned buildings and vehicles. Town buildings include the offices, hallways, waiting rooms, restrooms, lunchrooms, meeting rooms and community areas. This policy applies to all employees, citizens and other visitors.

17.11 Workplace Safety and Accident Reporting

Each employee is required to observe safety rules and procedures, and to exercise caution at work. Employees who violate safety rules and procedures; cause dangerous situations; or fail to report unsafe conditions will be subject to disciplinary action, up to and including termination. Employees must immediately report to their supervisor any accident or injury that takes place while at work, no matter how minor the accident or injury may appear to be at the time.

17.12 Public Relations

All employees are expected to maintain a courteous, professional and helpful attitude in dealing with Town residents and other members of the public.

17.14. Political Activity

While in the employ of the Town, all employees shall refrain from seeking or accepting nominations or election to any office in the Town government and from using their influence publicly in any way for or against any candidate for elective office in the Town government. Town employees shall not work at the polls, circulate petitions or campaign literature for elective Town officials or be in any way concerned with soliciting or receiving subscriptions, contributions or political service from any person for any political purpose pertaining to the Town government. This policy is not to be construed to prevent Town employees from becoming or continuing to be members of any political organization or from voting with complete freedom in any Town, state or national election.

ARTICLE EIGHTEEN

GRIEVANCE PROCEDURES

18.1 Should an employee feel aggrieved concerning the interpretation, meaning or application by the Town of any provision of the Town's personnel rules, regulations and policies or the terms of employment, with the exception of suspension or dismissal, the employee may, within five (5) working days from the incident, seek adjustment of the grievance as follows:

18.2 ADJUST DISPUTE

The employee aggrieved by this dispute shall, within five (5) working days from the occurrence of the incident causing the alleged dispute, attempt to adjust the dispute with the employee's department head. The department head shall respond orally to the employee within five (5) working days upon receiving notice of the incident.

18.3 GRIEVANCE IN WRITING

If the employee is dissatisfied with the oral decision of the department head, he or she may, within seven (7) days of the department head's response, present the grievance again, this time in written form. The department head is then required to make his decision in writing and present it to the employee within five (5) working days of the receipt of the written grievance.

18.4 APPEAL TO TOWN MANAGER

If the employee and the department head have not resolved the grievance within five (5) working days of the receipt by the employee of the written decision of the department head, and the employee wishes to continue the grievance process, the employee shall submit the details of such grievance in writing to the Town Manager on a form or forms provided by the Town. Within seven (7) working days thereafter, the Town Manager shall meet with the employee for the purpose of adjusting or resolving such grievance, and the Town Manager shall render his final written decision within five (5) working days after said meeting.

18.5 All grievances shall be commenced not later than five (5) working days after the occurrence of the event giving rise to the grievance or within five (5) working days after the time such event becomes known or should have been known to the employee, whichever shall be later.

18.6 Employees seeking adjustment of a suspension or dismissal decision must do so within (3) calendar days of the occurrence and shall appeal directly in writing to the Town Manager at Step 18.3.

18.7 Employees dissatisfied with the Town Manager's decision may seek a review by the Board of Selectmen, which within (3) working days (10 working days if economic issues are involved) of the meeting shall render a decision on the grievance.

18.8 Employees dissatisfied with the Selectmen's decision may seek a review by Superior Court in accordance with Rule 80-B of the Rules of Civil Procedure or pursue any other appropriate legal remedy as available.

18.9 Union employees shall follow procedures set forth under the current union contract.

ARTICLE NINETEEN

SEPARATION OF EMPLOYMENT

19.1 Upon separation, the Town shall pay to the employee all wages owed and any vacation pay due. Such wages and accrued vacation pay will be paid at the next regular pay day, provided that all issued equipment, tools, or clothing have been returned.

19.2 In all cases of voluntary separation, the employee shall provide the Town with written notice of intent to terminate employment fourteen (14) calendar days prior to such termination.

ARTICLE TWENTY

SEVERABILITY

20.1 If any provision of these Rules and Regulations or the application thereof to any person or circumstance is held invalid, this invalidity does not affect other provisions or applications of these Rules and Regulations which can be given effect without the invalid provision or application, and for this purpose the provisions of these Rules and Regulations are severable.

Amendment to a Personnel Policy

EARNED PAID LEAVE (EPL)

1.1. Effective January 1, 2021, all employees (full-time, part-time, temporary, per diem) will accrue earned paid leave hours, unless employees receive benefits that exceed this standard. Employees in seasonal industry defined by the Unemployment Insurance Commission, volunteer firefighters, and elected officials are not affected by this law. Accrual of earned paid leave hours begins on the first day of employment, but employees may use accrued time after 120 calendar days of employment with approval of the Town Manager or his/her designee and in accordance with section 1.4.

1.2. Earned paid leave will accrue as follow: one (1) earned paid leave hour for every forty (40) hours of work to a maximum of forty (40) hours per employment year based on the employee's pay rate.

1.3. An employee may carry over up to a maximum of forty (40) hours each year.

1.4. An employee may use EPL for any purpose, including vacation, sick, family sick, emergency, or sudden necessity in the increments of minimum one (1) hour at a time. The schedule for a leave must be submitted up to four (4) weeks prior to a leave, unless it is an emergency, sudden necessity, or illness, and must be approved by the Town Manager or by the department head. If it is an emergency, sudden necessity, or illness, an employee must submit a reasonable notice depending on the circumstances.

1.5. Upon separation, the Town shall pay to the employee all wages owed, any vacation or earned paid leave due.

ARTICLE TWELVE

VACATIONS

12.1 Employees may take accrued vacation time after 120 days of employment with approval of the Town Manager or his/her designee.

ARTICLE NINETEEN

SEPARATION OF EMPLOYMENT

19.1 Upon separation, the Town shall pay to the employee all wages owed, any vacation or earned paid leave due. Such wages, accrued vacation pay, and earned paid leave will be paid at the next regular pay day, provided that all issued equipment, tools, or clothing have been returned.

Date: October 22, 2021

To: Laurie Smith

From: Yanina Nickless, Deputy Treasurer/HR Coordinator

RE: Agenda item for October 28 Selectmen's meeting – Approve new Vantage Care Retirement Health Savings (RHS) Plan Amendment Packet

The town of Kennebunkport offers a Health Care Savings Plan to all eligible employees at a date defined by the Town (typically, after November 1). The Town debits a certain amount of accrued sick hours and contributes 85% of the value of those hours into employees' Health Savings accounts.

Staff is recommending the Selectmen approve a new Retirement Health Saving plan document in order to comply with our policy and current Union contract. The mandatory employee contributions will be as following:

- Each year, in November, employees' sick time accruals will be reviewed for hours exceeding 480 hours.
 - Union employees will be compensated for 85% of the value of sick time above 480 hours up to a maximum of 56 hours (7 days).
 - Non-union employees will be compensated for 85% the value of sick time above 480 hours up to a maximum of 56 hours (7 days).

This one-time contribution per year will bring both groups down to their maximum of four hundred eighty (480) hours of accrued sick time.

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TOWN of KENNEBUNKPORT

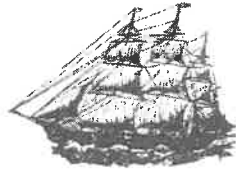
POLICY ACKNOWLEDGEMENT SIGN-OFF SHEET

I (printed name) _____ have received and reviewed the Personnel Policy on (date) _____. In signing below, I acknowledge I have been given the opportunity to ask questions and that I understand the material presented.

(Signature of person receiving training) _____ (date)

(Supervisor signature) _____ (date)

AGENDA ITEM DIVIDER



Kennebunkport Public Health

— INCORPORATED 1653 —

Kennebunkport Public Health

February 1, 2023

ATN: Kennebunkport Board of Selectman, Laurie Smith- Kennebunkport Town Manager

Please accept this generous donation of \$200.00 from anonymous donor. This gift is dedicated towards the emergency food fund. This fund will provide emergency food to a family in need upon request. This fund will work alongside Community Outreach Services who provides food to our residents upon request along with the weekly food pantry in Kennebunk.

Thank you!

Alison Kenneway RN, BSN

1070

52-145/112
47

CHECK ARMOR
FRAUD PROTECTION

1/31/2023

Pay to the
order of

TOWN OF KENNEBUNK PORT 200⁰⁰
Two hundred ^{xx}
100



Photo
Safe
Deposit
Details on back

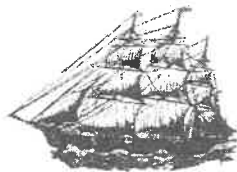
Camden
NATIONAL BANK

FOR FOOD

[Signature]

1070

AGENDA ITEM DIVIDER



Kennebunkport Public Health

— INCORPORATED 1653 —

Kennebunkport Public Health

February 1, 2023

ATTN: Kennebunkport Board of Selectman, Laurie Smith- Kennebunkport Town Manager

Please accept this donation of \$600.00 from The Church On The Cape Outreach/Missions. This gift is dedicated towards the emergency fuel fund.




Thank you!

Alison Kenneway RN, BSN

OUTREACH/MISSIONS
CHURCH ON THE CAPE
P O BOX 2740
KENNEBUNKPORT, ME 04046

YOUR ORGANIZATION IS ONE INCLUDED IN OUR
ALTERNATIVE CHRISTMAS FAIR WHICH OUR CONGREGANTS AND
FRIENDS DONATE TO IN LIEU OF GIFTS.
PLEASE FIND OUR DONATION TO YOU.
OUR BLESSINGS AND APPRECIATION FOR ALL
YOU DO FOR OTHERS!!

*Jan 26, 2023
My personal best,
Priscilla Campbell Wynn
Chairperson
P.S. Special Thanks
for all your help*

CHURCH ON THE CAPE UNITED METHODIST		52-7450/2112	3350
P.O. Box 2740 Kennebunkport, ME 04046 207-967-5787		DATE <u>1-21-23</u>	
PAY TO THE ORDER OF	<u>Kennebunkport Dept of Health \$600.00</u>		
	<u>Six hundred and — no/100 — DOLLARS</u>		
 Kennebunk Savings			
MEMO	<u>Fuel Assistance</u>	<u>Debra E. Triplett</u>	MP
		003383 3350	