

**AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – OCTOBER 17, 2018
PUBLIC SAFETY BUILDING UPDATE - 6:15 P.M.
REGULAR MEETING - 7:00 P.M.**

NO NEW BUSINESS SHALL BE TAKEN UP AFTER 10:00 P.M.

- Item 1.** Call to Order.
- Item 2.** Pledge of Allegiance.
- Item 3.** Roll Call.
- Item 4.** General Public Comments.*
- Item 5.** Minutes: October 3, 2018 - Regular Town Council Meeting.
- Item 6.** Adjustment to the Agenda.
- Item 7.** Items to be signed: a. Treasurer's Warrants.

***Procedure for Addressing Council** [Posted in Chambers.]

Resolution 18-002. Act on the request to establish a standing *Transportation Committee*.
[*Transportation Committee*]

OLD BUSINESS: None at this time.

NEW BUSINESS:

Order No. 18-070. First reading and refer to the Planning Board on the proposed amendments to Chapter 405 – the Scarborough Zoning Ordinance, Section VI. Definitions – Affordable Housing.
[*Housing Alliance Committee*]

Order No. 18-071. First reading and schedule a public hearing on the proposed amendments to the Chapter 303 – the Town of Scarborough Personnel Ordinance. [*Town Manager*]

Order No. 18-072. Act on the request to ratify the collective bargaining agreement between the Town of Scarborough and the Scarborough Professional Dispatchers Unit of Scarborough Firefighter Association - IAFF #3894 [*Police Department*]

Order No. 18-073. Act on the request to authorize the sale of a tax-acquired property, located at 127 Holmes Road, to a Daniel Soley and to authorize the Town Manager to sign any and all documents necessary. [*Town Manager*]

- Item 8.** Non Action Items.
- Item 9.** Standing and Special Committee Reports and Liaison Reports.
- Item 10.** Town Manager Report.
- Item 11.** Council Member Comments.
- Item 12.** Adjournment.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – OCTOBER 17, 2018
REGULAR MEETING - 7:00 P.M.

Resolution 18-002. Move approval on the request to establish a standing *Transportation Committee. [Transportation Committee]*

Transportation Committee

Ought to Pass

Sponsor

Recommendation

10/17/2018 - Vote:

First Reading and/or Action/Vote

N/A

Public Hearing

N/A

Second Reading/Final Approval/Vote

**MEMORANDUM**

TO: Scarborough Town Council
FROM: Angela Blanchette, P.E. - Town Engineer
DATE: October 17, 2018
RE: Ad-Hoc Transportation Committee status

The Ad-Hoc Transportation Committee was formed by Town Council in 2012 with the mission to review and make recommendations related to the traffic congestion and development pressures town-wide with an immediate focus on the Oak Hill area. Since the formation of this committee the group has been very active in moving many studies, plans, and initiatives forward. As part of their recent work associated with the update to the Town's Comprehensive Plan, a list of projects and overall objectives was created, which highlights the vast and varied topics and approaches related to transportation that the group weighs in on.

Based on the work completed and on-going by this Committee, the members have requested that the Town Council consider establishing the Transportation Committee as a full standing committee. The purpose and duties for this committee have been outlined in the attached resolution, which is supported by the current Comprehensive Plan.

TRANSPORTATION COMMITTEE'S VISION FOR SCARBOROUGH

As part of the action items listed in the 2006 Comprehensive Plan, a Transportation Committee for the Town of Scarborough was formed in 2012. The purpose of the Committee is to serve as an Advisory Committee to the Town Council regarding transportation-related plans, studies, and initiatives. Based on the work that the Committee has done over the past five years many action items in the 2006 Comprehensive Plan have been addressed, are currently being addressed with specific projects, or need more work. In addition, the Committee has brought forth new ideas and initiatives that they believe are important to the community and should be key elements in formulating a vision of future transportation systems in Scarborough.

Objective: Create a sense of place in our town centers, and along roadways connecting village centers, that are designed to balance safety and convenience for everyone using the road. This multi-modal system would include finding a balance between mobility of traffic along our collector road network and traffic calming measures.

Related projects:

- Complete Streets Policy (*endorsed by Town Council*)
- Pine Point Road Complete Streets Project (*completed*)
- East Grand Avenue Improvement Project (*on-going*)
- Gorham Road Complete Streets Improvement Project (*on-going*)
- Pine Point Transportation Master Plan (*on-going*)

Objective: Identify and support the maintenance of mobility corridors to move pass-thru traffic through the community efficiently in order to preserve the character of our local neighborhoods.

Related Projects:

- East-West (Gorham) Connector (*on-going with MTA*)
- Access Management (*not started*)

Objective: Enhance our pedestrian and multi-modal network while looking for new opportunities to provide the community with additional recreational trails throughout Town.

Related Projects:

- Eastern Trail – “Close the Gap” work (*funding secured and project on-going*)
- Connecting dead-end neighborhoods west of the Maine Turnpike (*on-going*)
- Eastern Road Advisory Bike Lanes Striping (*completed*)
- Multi-modal Reserve Account established to fund connections along the Town’s major corridors (*completed*)

Objective: Support continued advancement of our traffic management system by planning and designing for more advanced systems in order to increase the efficiency of the high-volume corridors.

Related Projects:

- Regional Transportation Management System – Payne Road corridor *(completed)*
- Regional Transportation Management System – County Road corridor *(underway in 2018)*
- Adaptive signal system at Dunstan Corner intersections *(underway in 2018)*
- Route One Corridor Study *(underway in 2018)*

Objective: Provide a sustainable transportation system and consistent funding mechanism that is supported by continued updates to our asset management system, which includes all infrastructure within the roadway network: roadway surface, sidewalks, bike lanes, drainage infrastructure, etc.

Related Projects:

- Asset Management *(on-going)*

Objective: Plan for and enhance our means of mass transit and alternatives for commuters.

Related Projects:

- Working with transit providers in the areas related to routes, stops, and shelters *(on-going)*

Resolution 18-002 to Approve the Formation of a

TRANSPORTATION COMMITTEE

BE IT RESOLVED, by the Town Council of the Town of Scarborough, Maine, in Town Council assembled, that,

WHEREAS, the Town Council did approve Resolution 12-03 on April 4, 2012, to establish a Transportation Committee to consider traffic congestion and development pressure town-wide, with immediate focus on the Oak Hill area; and,

WHEREAS, the Town Council did approve Resolution 12-04 on June 6, 2012, which established an Ad-Hoc Transportation Committee to review the traffic congestion and development pressure town-wide, with an immediate focus on the Oak Hill area; and,

WHEREAS, the Ad-Hoc Transportation Committee feels that, work is on-going and recommends to the Town Council to establish a Transportation Committee to continue to review transportation related issues that could come forward in the unforeseeable future.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Town Council of the Town of Scarborough, in Town Council assembled, that in accordance with the recommendations of Chapter 5 of the Comprehensive Plan, did established a Transportation Committee.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Town Council of the Town of Scarborough, Maine in Town Council assembled, that the Charge for the Transportation Committee shall be as follows:

- 1. Purpose.** The purpose of the Committee is to serve as a Committee to the Town Council regarding transportation-related plans, studies and initiatives; more specifically:
 - to support and facilitate all Town transportation plans and studies related to transportation infrastructure and system improvements, keeping in mind the past Town, PACTS and State-level plans and studies as guiding documents;
 - to develop design recommendations on priority transportation improvement projects highlighted in Town and regional transportation plans and studies; and
 - to study and analyze trends in land use and transportation to prepare Scarborough for future growth and transportation needs and investments.
- 2. Duties.** The Committee shall have the following duties:
 - Review and consider prior transportation planning efforts;
 - Support and facilitate Town-wide transportation plans and studies and establish implementation schedules, prioritization of projects, and provide recommendations to Town Council for consideration;
 - Coordinate and facilitate the process of implementing local and regional transportation plans and studies as appropriate;
 - Develop conceptual design recommendations for specific transportation improvements to the Town Council;
 - Study and analyze trends in land use and transportation to prepare Scarborough for future growth and transportation needs and investments;
 - Consider funding sources and the use of established impact fees, grants and private investment to leverage local funds; and,
 - Provide an Annual Report to the Council.

3. **Membership.** The Committee should be comprised of seven (7) voting members and one (1) alternate at-large member. When practicable membership of the seven (7) voting members should be constructed as follows: One (1) Town Councilor; one (1) Long Range Planning Committee Member; one (1) Planning Board member; three (3) Scarborough Residents; and one (1) Representative of the Business Community (a business/commercial property owner, Chamber of Commerce member or SEDCO Board member). In the event that one or more of the non-resident positions cannot be filled in accordance with the proposed structure the position may be filled at the discretion of Town Council.

The initial appointments will be three (3) members will be for three (3) years to expire on December 31, 2021 and two (2) members with terms to expire December 31, 2020 and two (2) members with terms to expire December 31, 2019. All terms thereafter will be for three (3) years.

The Town Manager, Town Planner, and Town Engineer will provide staff assistance to the Committee as appropriate or needed. In addition, assistance and coordination with Public Works Department, PACTS staff, Maine DOT staff, and other transportation-related agencies will occur as needed.

All appointments will be made by the Town Council.

4. **Vacancies and Removal.** Any vacancies shall be filled by the Town Council. The Town Council may remove any member of the Committee by vote of a majority of its members for misconduct or non-performance of duty.
5. **Procedures.** Four (4) members of the Committee shall constitute a quorum. The Committee shall select one of its members to serve as chair and another member who shall serve as recording clerk and keep the minutes of all proceedings and submit these to the Town Clerk's Office for filing. The Committee shall set its own meeting schedule which will be open to the public.

Signed and dated this 17th day of October, 2018, on behalf of the Scarborough Town Council and the Town Manager of Scarborough, Maine.

Signed by: _____
William Donovan
Council Chair

Attested by: _____
Yolande P. Justice
Town Clerk

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – OCTOBER 17, 2018
REGULAR MEETING - 7:00 P.M.

Order No. 18-070. Move approval of the first reading on the proposed amendments to Chapter 405 – the Scarborough Zoning Ordinance, Section VI. Definitions – Affordable Housing and refer to the Planning Board, to schedule the public hearing upon receipt of the recommendation from the Planning Board. [*Housing Alliance Committee*]

Housing Alliance Committee

Ought to Pass

Sponsor

Recommendation

10/17/2018 - Vote:

First Reading and/or Action/Vote

Public Hearing

Second Reading/Final Approval/Vote

**Proposed Zoning amendments based on Sept. 26, 2018 Alliance meeting
Drafted by Jay Chace, Sept. 27, 2018**

(Additions underlined. ~~Deletions strikethrough~~)

Excerpt from Town Zoning Ordinance

Section VI., Definitions:

Affordable Housing: [Adopted 11/03/2004] [Amended 05/03/2006][Amended 12/03/2014] [proposed amendment 2018]

Affordable Housing means decent, safe and sanitary living accommodations that are affordable to households, in accordance with following provisions:

A. An Owner-Occupied Affordable Housing Unit is a unit which (i) is occupied by its owner, (ii) is owned by a Qualifying Household and (iii) has a maximum sales price that is reasonably anticipated to result in Annual Housing Costs that are less than or equal to 30% of the Imputed Income Limitation applicable to the unit. ~~has an expected sales price that is reasonably anticipated to result in monthly housing costs (including mortgage principal, interest, and insurance; homeowners' insurance costs, real estate taxes and basic utility and energy costs) that do not exceed 30% of a household's gross monthly income. The qualified household gross income for an Affordable Housing Unit is 80% or less than the most recently published Portland, Maine, MSA Median Family income adjusted for family size and consistent with the income thresholds published by the U.S. Department of Housing and Urban Development for the region.~~

- (I) A Qualifying Household is one with a total household income that, at the time of purchase, is 80% or less than the most recently published Median Family Income for the Portland, Maine, MSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development (the "MFI Standard").
- (II) Annual Housing Costs shall equal the sum of (i) the total annual payments of principal and mortgage interest, (ii) the total property insurance premium, (iii) the real estate taxes due (iv) any homeowners association or condominium fees that are due; and (v) a reasonable estimate of the annual cost of any additional water, sewer, heat, hot water and electricity in the home.
- (III) The maximum sale price is to be based on the assumed interest rate and loan term established by the U.S. Department of Housing and Urban Development for housing affordability limits, plus Imputed Income Limitations. In the case of a unit which has two or fewer bedrooms, the Imputed Income Limitation shall be 80% of the MFI Standard for a household of two (2) people. In the case of a unit which has more than two bedrooms, the Imputed Income Limitation shall be 80% of the MFI standard for a household of four (4) people.

B. A Renter-Occupied Affordable Housing Unit is a unit which is leased by a Qualifying Household at an Annual Gross Rent that is less than or equal to 30% of the Imputed Income Limitation applicable to the unit. ~~to a household for an amount (including rent and basic utility and energy costs) that does not~~

~~exceed 30% of the household's gross monthly income. The qualified household gross income for a Renter-Occupied Housing Unit is 80% or less than the most recently published Portland, Maine, MSA Median Family Income adjusted for family size and consistent with the income thresholds published by the U.S. Department of Housing and Urban Development for the region.~~

- (I) A Qualifying Household is one with a total household income that, at the time of move-in, is 80% or less than the most recently published Median Family Income for the Portland, Maine, MSA, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development (the "MFI Standard"). To remain a Qualifying Household, the household's income must remain at or below 140% of the income limitation described in the preceding sentence.
- (II) Annual Gross Rent shall equal twelve (12) times the sum of (i) monthly rent due to the landlord, (ii) any required monthly payments to the landlord for additional services or facilities and (iii) a reasonable estimate of the monthly utility costs (not including television, internet or telephone) that the household is responsible for paying. In the case of a unit which does not have a separate bedroom, the Imputed Income Limitation used to determine the maximum annual gross rent shall be 80% of the MFI Standard for a household of one (1) person. In the case of a unit which has one or more bedrooms, the Imputed Income Limitation used to determine the maximum annual gross rent shall be 80% of the MFI standard for a household with a size equal to one and one half (1.50) people per bedroom.

SECTION VIIC. RESIDENTIAL DENSITY AND AFFORDABLE HOUSING PROVISIONS

[06/06/2007][amended 11/06/2013][amended 03-09/18][proposed amendments 09/27/2018]

C. AFFORDABLE HOUSING CERTAINTY

1. Prior to the sale of an Owner-Occupied Affordable Housing Unit, the owner of the unit shall obtain approval from the Town Manager to transfer the unit to a new buyer. In determining whether to approve the transfer, the Town shall determine whether the proposed buyer will be a Qualifying Household and that the sale price does not exceed the maximum sale price as defined in this Ordinance. The proposed buyer shall provide documentation, as reasonably requested by the Town, to support the transfer request. In granting the request, the Town shall be entitled to impose conditions upon the transfer to ensure that physical deficiencies and code violations are addressed and that delinquent property tax, water and sewer bills are paid.

2. Owners of Renter-Occupied Affordable Housing Units shall be required to certify that the units continue to be occupied by Qualifying Households on an annual basis to the Town Manager and in so certifying shall be entitled to rely upon the household certifications described in the following sentence. Households shall certify to Owners of Renter-Occupied Affordable Housing Units that they continue to qualify based on the standards in this Ordinance and shall provide documentation to support their certification upon the reasonable request of the Town through the Town Manager.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – OCTOBER 17, 2018
REGULAR MEETING - 7:00 P.M.

Order No. 18-071. Move approval of the first reading on the proposed amendments to the Chapter 303 – the Town of Scarborough Personnel Ordinance and schedule a public hearing for Wednesday, November 7, 2018. [*Director of Human Resources*]

Director of Human Resources

Ought to Pass

Sponsor

Recommendation

10/17/2018 - Vote:

First Reading and/or Action/Vote

11/07/2018

Public Hearing

Second Reading/Final Approval/Vote



Town of Scarborough, Maine

259 US ROUTE ONE, PO BOX 360
SCARBOROUGH, MAINE • 04070-0360

TOWN COUNCIL MEMORANDUM

DATE: October 12, 2018
TO: Town Council
FROM: Liam Gallagher, Director of Human Resources
RE: Amendment to Chapter 303 – Personnel Ordinance; Section 511

The proposed action before the Council is an amendment to the Personnel Ordinance (Chapter 303); Section 511 – Medical Insurance effective January 1, 2019.

The amendment is proposing to extend the a medical insurance program change contained in both the previously approved Police Collective Bargaining Agreement (CBA) as well as the proposed Dispatch CBA before the Council this evening.

As stated in the memorandum supporting approval of the Dispatch CBA, the amendment would incentivize employees to consider an existing lower cost insurance plan and gains participation (contributions) from employees enrolled in single coverage.

Under the proposed amendment, employees will retain their existing plan options however the cost sharing between the employer and employee will be modified. Employer costs will be fixed at 92.5% of the single coverage level, 87.5% of the employee and child(ren) coverage level, and 82.5% of the family coverage level for the less expensive of the two plans offered by the Town. Employees wishing to enroll in the more comprehensive plan will pay the difference in total cost. By structuring the employee and employer cost sharing in this fashion, employees enrolled in family coverage will actually see a reduction in their premiums and employees wishing to consider enrolling in the lower cost plan option have the opportunity to pay a great deal less than current premium levels. Based on current enrollments, this proposal will save an estimated \$43,000 over a 12-month period.

The proposed amendment is a reasonable change to the benefit program and will be a large step closer to further standardizing benefit offerings across the various bargaining, and non-bargaining, employee groups. Given this, I recommend the approval of the proposed amendment by the Town Council.

Resources Department will provide the employee with notice of impending FML exhaustion. If an employee fails to return to work at the end of FML, the employee will be considered to have voluntarily resigned from his/her position with the organization.

Section 510. Leave for Victims of Domestic Violence.

In accordance with Maine Law, the Town will grant employees a reasonable and necessary amount of time off from work without pay if an employee is a victim of domestic violence, domestic assault, sexual assault or stalking, and needs the time to:

- Prepare for or attend court proceedings,
- Receive medical treatment, or
- Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking.

Employees must request the leave from the Human Resources Director as soon as circumstances make it clear that time off is necessary. Approval of leave will be dependent upon (a) whether the employee's absence will create an undue hardship for the Town, (b) whether the employee requested leave within a reasonable time, and (c) whether the requested leave is impractical, unreasonable or unnecessary given the facts made available to the Human Resources Director at the time of the request.

If an employee's leave is approved, the employee will be required to first use any accrued paid vacation, sick or compensatory time before taking unpaid leave. Employees will not be discriminated against for taking or asking for leave. (amended 09/05/2007)

Section 511. Medical Insurance.

Currently, the Town offers group medical insurance to eligible employees in accordance with plan provisions and federal regulations. Eligible employees, regardless of probationary status, are eligible on the first day of the month following employment date or at open enrollment. The Town reserves the right to change insurance carriers and/or benefit level as deemed necessary. (amended 08/17/2011) (amended 07/17/2013)

Currently, the Town contributes 100% of the health insurance premiums for all eligible employees. As determined by the Town Manager, the Town will contribute a percentage of the premium for covering additional eligible dependents. (amended 07/17/2013)

Effective January 1, 2019, the Employees will be offered the opportunity to enroll in the POS-C or PPO-500 plans through the Maine Municipal Employees Health Trust. The Town agrees to contribute 92.5% of the single premium, 87.5% of the employee and child premium, and 82.5% of the family premium of the PPO-500 plan. Employees wishing to enroll in the POS-C will pay the difference in premium between the amounts the employer would otherwise pay towards the PPO-500 plan. (proposed 10/17/2018)

Employees who are currently covered or can be covered under other medical coverage can opt to receive an annual buy-out payment of \$1,500 (divided over 52-weeks). Proof of valid medical coverage must be presented in order to be eligible for this option.

If other health and/or dental coverage ends for any of the following reasons, the employee (and his/her eligible dependents) may still enter the Health and/or Dental programs offered through the Health Trust.

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – OCTOBER 17, 2018
REGULAR MEETING - 7:00 P.M.

Order No. 18-072. Move approval on the request to ratify the collective bargaining agreement between the Town of Scarborough and the Scarborough Professional Dispatchers Unit of Scarborough Firefighter Association - IAFF #3894 [*Police Department*]

Police Department

Ought to Pass

Sponsor

Recommendation

10/17/2018 - Vote:

First Reading and/or Action/Vote

N/A

Public Hearing

N/A

Second Reading/Final Approval/Vote



Town of Scarborough, Maine

259 US ROUTE ONE, PO BOX 360
SCARBOROUGH, MAINE • 04070-0360

TOWN COUNCIL MEMORANDUM

DATE: October 12, 2018
TO: Town Council
FROM: Liam Gallagher, Director of Human Resources
RE: Town of Scarborough and Scarborough Public Safety Dispatchers Association – IAFF Local #5174 – July 1, 2018 – June 30, 2021 Collective Bargaining Agreement

The proposed action before the Council is the approval of a successor collective bargaining agreement between the Town of Scarborough and the Scarborough Public Safety Dispatchers Association (IAFF Local #5174) from July 1, 2018 to June 30, 2021.

The proposed agreement includes changes to key economic items of insurance and wages. The proposed agreement covers 15 Dispatchers and Lead Dispatchers.

Medical Insurance

Consistent with the Police Unit this past summer, we had two primary objectives through this negotiation process; incentivize employees to consider lower cost insurance plans and gain participation (contributions) from employees enrolled in single coverage. The proposed agreement accomplishes both of these goals.

Under the proposed agreement, employees will retain their existing plan options, 40% of the membership will see a decrease in their premiums and the remaining 60% will see an increase in their contributions if they wish to maintain enrollment in the more comprehensive of the two plan offerings. Employer costs will be fixed at 92.5% of the single coverage level, 87.5% of the employee and child(ren) coverage level, and 82.5% of the family coverage level for the less expensive of the two plans offered by the Town. Employees wishing to enroll in the more comprehensive plan will pay the difference in total cost. By structuring the employee and employer cost sharing in this fashion, employees enrolled in family coverage will actually see a reduction in their premiums and employees wishing to consider enrolling in the lower cost plan option have the opportunity to pay a great deal less than current premium levels. Based on current enrollments, this proposal will save \$5,573 in year one (partial year) and, factoring premium increases, has the potential to generate in excess of \$30,000 in savings to the Town over the duration of the agreement.

Educational Incentive

We agreed to revamp how the educational incentive is structured and provided. In the current CBA, employees are provided a payment of \$8.00 per credit hour for relevant and completed college courses up to 120 credit hours (a maximum annual benefit of \$960.00, or \$.46/hour). Under the proposed agreement, effective January 1, 2019 incentives will be provided for the highest degree completed, up to a Master's Degree. Incentives will be \$.25/hour for Associates Degrees, \$.50/hour for Bachelor's Degrees and

\$.67/hour for Masters Degrees. The fiscal impact of this change is anticipated to be \$3,169 over the span of the agreement.

Wages

A challenge with accomplishing the medical insurance reform objective with this bargaining unit was the level of participation at single coverage. While the Police unit has a little less than 30% enrolled in single coverage, the Dispatch unit has nearly 47% enrolled at this level of coverage. While those enrolled in family coverage stand to benefit from the cost sharing reform, those enrolled in single coverage will without question be conceding a benefit level by adopting the change. To soften the impact, we agreed to provide a flat \$.30/hour mid-year adjustment effective January 1, 2019 which is intended to offset the single premium for the less costly of the two options. Additional wages increase of 2.5% are provided on July 1st of 2018 (retroactive), 2019 and 2020 for all unit members.

Another area of concern from the bargaining team was regarding the wage differential between Dispatchers and Lead Dispatchers which under the current agreement amount to 5%. Reviewing other Town collective bargaining agreements the percentage differential between employees and first line supervisors are 12% in the Police contract (between Patrol Officers and Sergeants), and 24% in the Fire Contract (between Firefighters/Paramedics and Lieutenants) respectively. To address this, we have proposed a further 1% supervisory wage adjustment in year 2 of the agreement (effective July 1, 2019) and a 2% supervisory wage adjustment in year three (effective July 1, 2020). The fiscal impact of the wage adjustments (COLA and supervisory) is estimated to be \$156,291 over the duration of the agreement.

The proposed agreement makes strategic changes to the wage scale and a meaningful reform to the medical insurance program while preserving a competitive total compensation package. Given this, I recommend the approval of the proposed agreement between the Town of Scarborough and Scarborough Public Safety Dispatchers Association dated July 1, 2018 – June 30, 2021 by the Town Council.

2018-2021
CONTRACT AGREEMENT

SCARBOROUGH PUBLIC SAFETY DISPATCHERS
ASSOCIATION - IAFF Local #5174

&

TOWN OF SCARBOROUGH

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THIS AGREEMENT made and entered into between the TOWN OF SCARBOROUGH, MAINE (hereinafter "Town"), and the SCARBOROUGH PUBLIC SAFETY DISPATCHERS ASSOCIATION, IAFF LOCAL 5174 ASSOCIATION (hereinafter "Local 5174"), as of this__day of October, 2018.

The parties mutually agree as follows:

Article I. NONDISCRIMINATION:

Members of the bargaining unit shall have the right to join, or refrain from joining, the Local 5174. No member of the bargaining unit shall be favored or discriminated against, either by the Town or by the Local 5174 because of his/her membership or non-membership in the Local 5174.

Article II. RECOGNITION:

The Town recognizes the SCARBOROUGH PUBLIC SAFETY DISPATCHERS ASSOCIATION, IAFF LOCAL 5174 as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours and working conditions for all full-time dispatchers employed by the Town of Scarborough Police Department who are public employees.

Article III. WORKING HOURS:

Section 3.01 The regular work week shall be an average of forty (40) hours in any seven (7) day period.

Article IV. OVERTIME:

Section 4.01 Hours worked in excess of those set forth in ill above shall be paid at the rate of one and one-half (1 1/2) times the base hourly rate. For purposes of this section, hours worked shall include sick leave, vacation, holiday, compensatory time, and bereavement. Nothing in the foregoing paragraphs ill and IV shall be deemed to prevent the Town from hiring additional part• time, non-unit personnel in order to reduce overtime. Each member of the bargaining unit shall have first refusal to fill shift vacancies created by sick leave, vacations, holidays, and training not to exceed eight (8) hours per member in any pay period

Section 4.02 If it becomes necessary, as determined by the Chief of Police, to recall a dispatcher from off-duty time or vacation, then the dispatcher will receive a minimum of three (3) hours of pay at one and one-half (1/2) times the regular rate.

Section 4.03 Hours worked on Thanksgiving Day and Christmas Day (12:00 a.m. to 12:00 p.m. midnight Thanksgiving Day and December 25) shall be paid at the rate of two (2) times the base hourly rate. There shall be no pyramiding or duplication of compensation by reason of any overtime or holiday or other premium pay provision of this Agreement.

Article V. COURT TIME:

Section 5.01 In the event that an off-duty dispatcher is called in for a Court Appearance for dispatching related duties, the dispatcher shall be compensated or receive a minimum of three (3) hours pay at one and one-half (1/2) times the regular rate. All witness fees received from the Court shall be remitted directly to the Town upon receipt.

Article VI. JURY DUTY:

Section 6.01 The Town shall pay to employees called for jury duty a full day's pay if said jury duty occurs on an employee's regularly scheduled workday. Employees will be required to turn over their jury duty pay to the Town upon receipt. Employees will provide an official statement of jury pay received and, if released from jury duty for the day, will report to work after checking in with the immediate supervisor.

Article VII. TRAINING:

Section 7.01 When dispatchers are required to attend department training in addition to their regularly scheduled forty (40) hour work week, that dispatcher will be compensated at one and one-half (1 1/2) times the base hourly rate, for all class time spent at that training session. No dispatcher will be compensated above and beyond the class time.

Article VIII. MEETINGS:

Section 8.01 When dispatchers are required to attend departmental meetings in addition to their regularly scheduled forty (40) hour work week, that dispatcher will be compensated at one and one-half (1 1/2) times the base hourly rate, for all time spent at that meeting. No dispatcher will be compensated above and beyond the meeting time.

Article IX. CLOTHING:

Section 9.01 The Town agrees to pay up to Four Hundred and Fifty Dollars (\$450.00) for the replacement of clothing, approved by the Chief of Police, on an as-needed basis. Each year One Hundred Dollars (\$100.00) of the annual clothing allowance may be used for cleaning and maintenance.

Article X. MEDICAL INSURANCE:

Section 10.01 The Town agrees to pay 100% of the cost of the single plan for each member of the bargaining unit who chooses the Maine Municipal Employees Health Trust (Trust) POS-C plan (or a substantially equivalent plan offered by the Town). The Town agrees to pay 50% of the difference between the cost of the single plan and whichever other plan is chosen.

In the alternative, any member of the bargaining unit may voluntarily elect, on an annual basis, to participate in the Maine Municipal Employees Health Trust PPO-500 plan and receive a weekly incentive payment. The weekly incentive payment is funded by 50% of the Town's savings between coverage for the actual POS-C and PPO-500 plans as elected by the employee. The incentive payment may be

deposited into a Flexible Spending Account (FSA) in accordance with plan provisions and federal regulations, or paid out as taxable wages to the employee on a weekly basis.

Effective January 1, 2019 - Employees will be offered the opportunity to enroll in the POS-C or PPO-500 plans through the Maine Municipal Employees Health Trust. The Town agrees to contribute 92.5% of the single premium, 87.5% of the employee and child premium, and 82.5% of the family premium of the PPO-500 plan. Employees wishing to enroll in the POS-C will pay the difference in premium between the amounts the employer would otherwise pay towards the PPO-500 plan.

Section 10.02 Members of the bargaining unit who are either currently covered or can be covered under other medical coverage can opt to receive an annual buy-out payment of \$1,500.00. Proof of valid health coverage must be presented in order to be eligible for this option.

Section 10.03 The Town agrees to provide a Flexible Spending Account Plan for medical and dependent care expenses.

Section 10.04 The Town agrees to pay 50% of the cost of a single subscriber's dental plan, which is selected by the Town and the Local 5174.

Article XI. RETIREMENT:

Section 11.01 The Town agrees to maintain the current retirement plan with the Maine Public Employees Retirement System (MainePERS) providing for one-half (1/2) pay after twenty-five (25) years of service with cost of living benefits effective for benefit increases after September, 1980. In place of the MainePERS Plan, the dispatcher may choose the I.C.M.A. 401 Money Purchase Plan, in which case, the employee's contribution to the I.C.M.A. plan shall be at least 6% and the Town will match the 6%. The Town will contribute up to an additional 4% to the employee's I.C.M.A. 457 Plan, if the employee chooses to match up to the 4% maximum. On an annual basis, each employee must designate the level of their participation in the I.C.M.A. 457 by the date determined by the Town.

Article XII. RETIREMENT HEALTH SAVINGS ACCOUNT:

Section 12.01 The Town agrees to create a Retirement Health Savings Account (RHSA) for members of the collective bargaining unit. The RHSA will contain the following provisions:

- (a) A participant in the RHSA shall contribute pre-tax dollars, via payroll deduction, to the account, under the current plan provisions.
- (b) Employees shall not be eligible to participate in the RHSA until they have successfully completed their one-year probationary period.

Section 12.02 The following shall be deposited into

RHSA: (a) Employee Contributions from Income:

- i) Steps 2 thru 5 2% of gross pay on a weekly basis
- ii) Steps 6 thru 11 3% of gross pay on a weekly basis

- (b) Vacation Time Accrual Contribution - At the end of the calendar year all unused vacation time in excess of the annual accrual limits shall be deposited into RHSA. Participants with less than fifteen (15) year of service shall have all vacation hours in excess of 160 hours of vacation deposited into RHSA, and participants with fifteen (15) or more years of service shall have all vacation hours in excess of 240 hours of vacation deposited into RHSA. Upon approval of the Town Manager, participants may elect to "work up to half of their annual vacation time with pay.
- (c) Holiday Time Accrual Contribution - At the end of calendar year participants who have accrued holiday hours in excess of ninety-six (96) hours shall have those hours deposited into RHSA.
- (d) Personal Time Contribution - At the end of the calendar year all personal time hours shall be deposited into RHSA. The maximum number of personal time hours for deposit shall be limited to thirty-two (32) hours at the end of the calendar year reduced by the number of personal time hours used (if any) during the calendar year.
- (e) Sick Leave Accrual Contribution - Participants with seven-hundred and twenty (720) or more accrued sick hours at the end of the calendar year shall have twenty-four (24) sick hours deposited into RHSA. At termination, fifty percent (50%) of all compensable sick hours shall be deposited into RHSA.
- (f) A participant in the RHSA may only withdraw funds for medical expenses. Withdrawal of funds may occur only upon separation from employment or in accordance with the plan documents.
- (g) If an employee qualifies for the Town's Long Term Disability Program, the employee would be provided access to their monies in the RHSA for the same period of time they are eligible for Long Term Disability. When Long Term Disability ends, access to the monies in the RHSA also ends.

Article XIII. SICK LEAVE:

Section 13.01 All full-time employees shall be entitled to sick leave with pay at the rate of one day per month commencing with the date of initial employment. Sick leave is defined as leave granted due to personal illness or non-work related bodily injury. A maximum of one hundred twenty days of sick leave shall be accrued and carried forward from one calendar year to the next. A doctor's certificate may be required for sick leave by the Town Manager upon recommendation of the respective department head. False or fraudulent use of sick leave shall be cause for disciplinary action.

Section 13.02 An employee shall report all absences to his/her supervisor prior to the start of his/her regularly scheduled day. Failure to report within this period may be considered justification for disallowing sick leave for that day.

Section 13.03 Unless otherwise specified by the supervisor, employees shall be expected to call on each day of absence. When the nature of the absence indicates an extended period of time away from work, longer intervals of reporting shall be established by the supervisor.

Section 13.04 Sick leave limited to one (1) day, at the discretion of the department head, may be granted to an employee because of an instance of illness of a member of the employee's immediate family. Immediate family is defined to mean spouse, child, parents, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, stepfather, stepmother, domestic partner (as defined by Maine Insurance Code under State of Maine Statutes), or other relative living in the same household as the employee.

Section 13.05 Payment of Unused Sick Leave - Upon retirement or separation in "good standing" the equivalent of one-third (1/3) of the accumulated, unused sick leave shall be paid to an employee, who has completed 5 years of service, subject to a maximum period of forty (40) days, one-half (1/2) after 10 years, subject to a maximum of 60 days, three quarters (3/4) after 15 years, subject to a maximum of 90 days and 100% after 20 years to a maximum of 120 days. Payment will not be made prior to the employee completing his/her last day of work, but will be paid thereafter. In the event of the death of an employee, his/her designated beneficiary shall receive the above payment for unused sick leave. A member's estate shall receive 100% of accrued sick leave for a qualified line of duty death (refer to Article XII.3.e.).

Section 13.06 In order to be deemed to have separated from employment in "good standing," an employee's employment must have been terminated pursuant to voluntary resignation or retirement or separation from employment for reasons other than cause, and, in case of voluntary resignation or retirement, the employee must have submitted a written notice to the Town fourteen (14) days in advance of the employee's last day of actual work.

Section 13.07 Any absence from duty for which sick leave is paid, or for official leaves of absence, shall not constitute a break in the service record.

Article XIV. FAMILY MEDICAL LEAVE ACT:

Section 14.01 Family Medical Leave is granted to all employees under the guidelines established by the statutes of the State of Maine and the United States as set forth by the Town's Personnel Ordinance.

Article XV. BEREAVEMENT:

Section 15.01 Each member of the bargaining unit shall have five (5) consecutive days off: in the event of death of a spouse, child, parent, or domestic partner (as defined by Maine Insurance Code under State of Maine Statutes), and up to three (3) consecutive days off, in the event of the death of a member of the immediate family. The Chief of Police may approve additional days off should the Chief deem them necessary. Days off which are approved as bereavement leave shall be with pay.

Section 15.02 Immediate family is defined to mean spouse, child, parents, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, grandchildren, stepfather, stepmother, domestic partner (as defined by Maine Insurance Code under State of Maine Statutes), or other relative living in the same household as the employee. The Chief of Police may grant leave in the event of the death of other members of the family at his/her discretion.

Article XVI. VACATIONS:

Section 16.01 Vacation privileges are available to full-time employees only, at the convenience of the Town of Scarborough. Each full-time employee shall earn vacation with pay on the following basis:

- (a) One (1) work day shall be earned for each complete full month of service during the first through fifth year.
- (b) One and one quarter ($1 \frac{1}{4}$) workdays shall be earned for each completed full month of service during the sixth through tenth years of service.
- (c) One and one half ($1 \frac{1}{2}$) workdays shall be earned for each completed full month of service during the eleventh through fifteenth years of service.
- (d) One and three fourths ($1 \frac{3}{4}$) workdays for each completed full month of service during the sixteenth through the twentieth years of service.
- (e) After Twenty (20) years of service, two (2) workdays for each completed full month of service shall be earned.

Section 16.02 Vacations shall be granted after the successful completion of the probationary period.

Section 16.03 In case a holiday falls within the vacation period, the vacation will be extended to compensate therefore.

Section 16.04 Employees may be entitled to work half their vacation period with pay upon approval by the Town Manager.

Section 16.05 Employees with less than fifteen (15) years of service shall be entitled to accumulate twenty (20) days of vacation. Employees with fifteen (15) years or more of service shall be entitled to accumulate thirty (30) days of vacation.

Section 16.06 Vacation requests for the following holidays may be granted only if voluntary coverage is found; Independence Day, Christmas Day, Thanksgiving Day, and New Year's Day. Also, there shall be no force for New Year's Eve.

Section 16.07 Accrued vacation leave shall be paid to employees in good standing, as defined in Section XIII above, upon their separation from employment, or to their beneficiary or estate upon their death.

Article XVII. PERSONAL TIME:

Section 17.01 Each employee will be entitled to thirty-two (32) hours of personal time per year. Hours taken as personal time will be deducted from accrued sick leave.

Article XVIII. HOLIDAYS:

Section 18.01 Members of the bargaining unit shall, in addition to the regular weekly wages for actual hours worked, receive holiday pay for the following holidays; New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day.

Section 18.02 Members may turn in up to seven (7) holidays for the appropriate monetary equivalent rate of compensation.

Article XIX. UNION NEGOTIATING COMMITTEE:

Section 19.01 Members of the LOCAL 5174 Negotiating Committee who are certified as such in writing to the Town Manager, shall be allowed time off without loss of benefits to represent the Association in collective bargaining with the Town at meetings mutually scheduled by the Town and the Association.

Article XX. GRIEVANCE PROCEDURE:

Section 20.01 Grievances, which for the purposes of this AGREEMENT shall be defined as disputes with respect to the interpretation or application of the specific terms of this AGREEMENT, shall be processed in the following manner:

- (a) A member of the bargaining unit who believes he has a grievance shall first present the grievance, in an informal manner, within ten (10) calendar days of its occurrence, to his/her immediate supervisor or department head. A reasonable effort shall be made to resolve the grievance, informally, within ten (10) calendar days.
- (b) Nothing in this Article shall be construed to mean that any member of the bargaining unit shall automatically be supported by, reimbursed by, or have a grievance presented by an LOCAL 5174 grievance without prior approval in writing of the LOCAL 5174 Grievance Committee.
- (c) If the member of the unit is not satisfied with the decision rendered above, the LOCAL 5174 shall reduce the grievance to writing and submit it to the Chief of Police within fifteen (15) calendar days of the decision above. The written grievance shall contain: (a) a concise statement of the events allegedly giving rise to the grievance, (b) the specific section of this AGREEMENT alleged to be violated, (c) all evidence available in support of the claimed grievance, and (d) a statement as to when the grievance arose, became known or should have become known to the member of the unit. A written determination with respect to the grievance shall be made by the Chief of Police within ten (10) calendar days.
- (d) If the decision of the Chief of Police is not satisfactory to the member of the unit the LOCAL 5174 may appeal the grievance to the Town Manager, in writing, within ten (10) calendar days. The Town Manager shall render his/her decision in writing to the member of the unit and the LOCAL 5174 within ten (10) calendar days of the date the grievance is received.

- (e) In the event that the determination of the Town Manager is not acceptable to the LOCAL 5174, it may, within ten (10) calendar days after the date of that determination or the date the determination is due, request that the matter be submitted to arbitration by notifying the Town Manager in writing by certified or registered mail.
- (i) The arbitrator shall be selected by the Town Manager and the LOCAL 5174 within ten (10) calendar days after the notice has been received and the arbitration proceeding shall be conducted promptly thereafter. If the parties fail to agree upon an arbitrator, either may request the Maine Labor Relations Board to provide an arbitrator in accordance with its rules.
- (ii) The decision of the arbitrator shall be final and binding with regard to the dispute and consistent with applicable law and this AGREEMENT. The arbitrator shall not have the authority to amend or modify or establish new terms or conditions with respect to this AGREEMENT. Wherever possible the arbitrator shall render the decision within thirty (30) calendar days after the conclusion of the hearing and any final written or oral argument.
- (iii) All fees and expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and LOCAL 5174. However, each party shall be responsible for bearing the costs of preparing and presenting its own case and compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record.
- (iv) Grievances not processed within the time periods provided by this Article shall be deemed waived.

Article XXL WAGES: SEE "APPENDIX A"

Section 21.01 Newly hired dispatchers may be placed by management up to level of Step 3 in the above wage scale for qualified candidates. This shall be for the purpose of determining salary only and shall not be construed as to affect their level of seniority. Seniority shall be determined as outlined in Section XXVIII of this contract.

Article XXII. STIPENDS:

Section 22.01 The Town agrees to pay up to Three Hundred and Fifty Dollars (\$350.00) as a stipend to those employees who have earned and/or maintained either State EMT Certification, or the basic law enforcement study program. The basic law enforcement study program will consist of the 100 Hour pre-service school and 48 additional hours of approved law enforcement related courses. Each year thereafter, the employee will need to complete 16 hours of approved law enforcement related studies. The Town agrees to pay the training and salary costs of obtaining or maintaining either the EMT certification, or law enforcement related training. Each employee will be eligible for either the EMT stipend or basic law enforcement studies stipend, but not both. The stipend will be paid hourly.

Article XXIII. WORK RULES:

Section 23.01 The Town reserves the right to establish reasonable work rules for all members of the bargaining unit, which rules may include procedures for discipline of members of the bargaining unit

Article XXIV. MANAGEMENT RIGHTS:

Section 24.01 Except as may be specifically provided in this AGREEMENT, the determination and administration of policy for the Scarborough Police Department, the operation of the Scarborough Police Department and the control, supervision and direction of all members of the bargaining unit are reserved to, and vested exclusively in, the Town. Further, the Town specially reserves and retains to itself all rights of power that it has or may hereafter be granted by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or prohibitive practice charge.

Article XXV. DUES DEDUCTION:

Section 25.01 The Town agrees to deduct from salaries money for LOCAL 5174 dues upon receipt of individual written authorization from members of the bargaining unit. The amounts to be deducted shall be certified to the Town by LOCAL 5174, and the aggregate authorized deductions of all employees shall be remitted promptly to the LOCAL 5174. In the event that dues are increased, the LOCAL 5174 shall notify the Town at least thirty (30) days prior to the effective date of the dues increases. The LOCAL 5174 shall indemnify, defend, and hold the town harmless against any claims made, and any suits

against the Town on account of payroll deductions of said dues. The LOCAL 5174 agrees to refund to the Town any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof. It is expressly agreed and understood that any payroll deductions made pursuant to this Article shall be made periodically at the convenience of the Town.

Article XXVI. INJURIES ON DUTY:

Section 26.01 Employees who are covered by this AGREEMENT and who sustain an accepted worker's compensation claim due to a workplace injury or illness shall receive in addition to compensation paid or payable under the Worker's Compensation Act an amount sufficient to bring them up to full salary while any incapacity exists for a period not to exceed three (3) months provided the dispatcher was not acting in negligent manner or in violation of any departmental policy or rule. Employees will sign their worker's compensation payment over to the Town while they continue to receive their full salary. If employees remain incapacitated for more than three (3) months, the difference between their worker's compensation payment and their full salary will be supplemented by using hourly sick accruals and/or, at the request of the employee, vacation time accruals. Employees will continue to sign their worker's compensation over to the Town as they receive their full salary that was supplemented by their hourly sick and/or vacation accruals. All payments for health insurance and other benefits will continue to be deducted. Once employees have exhausted their hourly sick and/or vacation accruals, they will keep their worker's compensation payment. Employees will then be responsible for paying their fair share of health insurance and other benefits. Employees are eligible to receive Long Term Disability after ninety (90) days of incapacity.

Section 26.02 Injured employees shall return to work when it is medically determined that they can either return to their pre-injury position or when light duty is available within their work restrictions at the Public Safety Department. If employees remain out of work, their future employment status will be determined when they reach Maximum Medical Improvement (MMI). If the MMI evaluation determined that employees will not be able to return to work, they may be subject to non-disciplinary termination.

Section 26.03 Federal and State guidelines pertaining to Family Medical Leave as set forth in the Town's Personnel Ordinance shall be granted after three (3) days of absence.

Section 26.04 The Town reserves the right to require an independent medical examination to determine the extent of incapacity and the Town reserves the right to require the employee to perform work for which he/she is physically and mentally qualified to perform.

Article XXVII. EDUCATIONAL INCENTIVE PLAN:

Section 27.01 To encourage professional development, the Town agrees to implement an educational incentive pay plan as set forth in this section. Any full-time employee covered by this AGREEMENT shall receive an annual cash award computed at the rate of \$8.00 for each credit accumulative up to a maximum of 120 credits for courses completed at an accredited institution for higher learning with a grade of "C" (or its numerical equivalent) or better and in the field of law enforcement or public administration. This award will be paid hourly.

Effective January 1, 2019, the Town will provide a stipend of \$.25/hour for a completed Associates Degree, \$.50/hour for a completed Bachelor's degree and \$.67/hour for a completed Master's Degree. Employees will receive a single stipend for the highest degree earned and there will be no compounding for multiple degrees.

Section 27.02 The Town agrees to reimburse any full-time employee covered by this AGREEMENT, 80% of the cost of tuition and books for pre-approved courses completed at an accredited institution for higher learning with a grade of "C" (or its numerical equivalent) or better and in the field of law enforcement, public administration or another field approved by the Chief of Police. The amount of the 80% reimbursement is based on the equivalent of the cost of tuition and books charged at Husson College law enforcement program(s).

Section 27.03 The town will provide funding for each fiscal year for up to four (4) undergraduate courses per semester. In the event that employees wish to take graduate courses, any remaining funds will be allotted to them each semester. If the total allotted amount is not completely expended in the fall semester, the balance will be added to the available balance for the spring semester.

Section 27.04 The following process will be used for distribution of educational reimbursement to employees covered by this agreement:

- (a) Employees must submit a per-authorized approval request to the Police Chief for educational reimbursement for each class the employee intends to take by the semester cut-off date; August 1st for the fall semester and January 1st for the spring semester.
- (b) After all requests are submitted and approved, that semester's allowance will be divided by the number of requests and will be reimbursed as outlined in section 27.03. If the total dollar amount to be reimbursed exceeds that semester's allowance, the allotment will be divided equally among the total number of requests until all of the available funds for that semester have been distributed.

Article XXVIII. SENIORITY:

Section 28.01 It is agreed that seniority shall be determined by length of full-time service. In case of layoffs, employees with the longest seniority shall be laid off last. The Town will furnish the Association with a list of employees with their length of service. An employee shall not forfeit seniority during absences caused by illness, accident or an approved leave of absence.

Article XXIX. MEMBERS RIGHTS:

Section 29.01 A. Discharge, suspension or discipline of members of bargaining unit shall be for good and sufficient cause

Section 29.02 Prior to interrogation of unit members regarding investigations of misconduct, the member shall be informed of the alleged conduct, which is the subject matter of the interrogation, and a representative of the Association may, if desired by the member, be present during the interrogation.

Section 29.03 Complaints, except oral reprimands, against a member of the bargaining unit shall be reduced to writing and a copy shall be given to the member.

Section 29.04 Members of the bargaining unit shall have the right to inspect their personnel files in accordance with applicable law.

Article XXX. STRIKES AND SLOWDOWNS:

Section 30.01 The Association agrees that during the term of this AGREEMENT neither it nor its dispatchers or members will engage in, encourage, sanction, support or suggest any (1) strikes, (2) slowdowns, (3) mass absenteeism, (4) mass resignations, (5) picketing which would involve suspension of or interference with the normal work of the department or other Town departments.

Article XXXI. PROBATION PERIOD:

Section 31.01 All new employees, upon being hired, shall serve a probationary period of one year from date of hire. Any break in employment lasting longer than two weeks during the probationary period including but not limited to absence for medical reasons or military leave, shall not be credited towards the probationary period. If the employee is deemed to be unsatisfactory during the probationary period, the Police Chief may remove the employee. Said removal shall not be subject to the grievance procedure of this contract. The probationer shall be covered by all other benefits of this AGREEMENT after six (6) months from date of hire.

Article XXXII. SEPARABILITY:

Section 32.01 In the event any provision of this AGREEMENT is found to be in conflict with any laws of the State of Maine, the Town Charter, or other applicable laws, such invalidity shall not affect the validity of the remaining provision.

Article XXXIII. DURATION OF AGREEMENT:

Section 33.01 Except as specifically provided, the provisions of this AGREEMENT shall be effective as of July 1, 2018, and shall continue in full force and effect until June 30, 2021. This AGREEMENT shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties, and it is expressly understood and agreed that this AGREEMENT SHALL expire on the date indicated above.

This AGREEMENT incorporates the entire understanding of the parties on all matter, which were or could have been the subject of collective negotiations. During the term of this AGREEMENT, neither party shall be required to bargain with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties; at the time they bargained for or executed this AGREEMENT.

Section 33.02 In consideration of the mutual promises and covenants contained herein, the Town and Local 5174 agree, that, notwithstanding the language in Paragraph XXXIII 2012-2015 collective bargaining agreement between the parties, if the Town should decide to consider the regionalization or contracting out of dispatch services at any time during the duration of the contract, the Town agrees to meet and confer with Local 5174 a minimum of 90 days prior to the effective date of such a change. This discussion will include the impact of a decision to include severance pay.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as indicated below.

ATTEST:

Witness

BY : Thomas Hall, Town Manager

Witness

BY : Joseph Thornton, Its President
Duly Authorized

Witness

BY: Michael Crouse
Labor Relations Specialist

Appendix A

Scarborough Dispatch Wages

		Scarborough Dispatch Wages							
		7/1/2018		1/1/2019		7/1/2019		7/1/2020	
		2.50%		\$0.30		2.50%		2.50%	
Dispatchers		Year 1				Year 2		Year 3	
Step		Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	Year 1	\$826.58	\$20.66	\$838.41	\$20.96	\$859.37	\$21.48	\$880.85	\$22.02
2	2-3 yrs	\$875.79	\$21.89	\$887.62	\$22.19	\$909.81	\$22.75	\$932.55	\$23.31
3	4-5 yrs	\$920.26	\$23.01	\$932.40	\$23.31	\$955.71	\$23.89	\$979.60	\$24.49
4	6-7 yrs	\$965.68	\$24.14	\$977.51	\$24.44	\$1,001.95	\$25.05	\$1,027.00	\$25.67
5	8-10 yrs	\$1,013.95	\$25.35	\$1,026.00	\$25.65	\$1,051.65	\$26.29	\$1,077.94	\$26.95
6	11-13 yrs	\$1,054.63	\$26.37	\$1,066.80	\$26.67	\$1,093.47	\$27.34	\$1,120.81	\$28.02
7	14-17 yrs	\$1,097.22	\$27.43	\$1,109.05	\$27.73	\$1,136.78	\$28.42	\$1,165.20	\$29.13
8	18-21 yrs	\$1,140.28	\$28.51	\$1,152.40	\$28.81	\$1,181.21	\$29.53	\$1,210.74	\$30.27
9	22-25 yrs	\$1,174.81	\$29.37	\$1,186.64	\$29.67	\$1,216.31	\$30.41	\$1,246.72	\$31.17
10	26-29 yrs	\$1,209.83	\$30.25	\$1,222.00	\$30.55	\$1,252.55	\$31.31	\$1,283.86	\$32.10
11	30+ yrs	\$1,246.25	\$31.16	\$1,258.40	\$31.46	\$1,289.86	\$32.25	\$1,322.11	\$33.05
		2.5% COLA		\$0.30		2.5% COLA 1% Supervisory Adjustment		2.5% COLA 2% Supervisory Adjustment	
Lead Dispatchers		Year 1 of new Contract		Year 1 of new Contract		Year 2 of new Contract		Year 3 of new Contract	
Step		Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	Year 1	\$867.28	\$21.68	\$879.11	\$21.98	\$909.87	\$22.75	\$950.82	\$23.77
2	2-3 yrs	\$919.79	\$22.99	\$931.62	\$23.29	\$964.23	\$24.11	\$1,007.62	\$25.19
3	4-5 yrs	\$965.68	\$24.14	\$977.51	\$24.44	\$1,011.73	\$25.29	\$1,057.25	\$26.43
4	6-7 yrs	\$1,013.95	\$25.35	\$1,026.00	\$25.65	\$1,061.91	\$26.55	\$1,109.70	\$27.74
5	8-10 yrs	\$1,065.05	\$26.63	\$1,077.20	\$26.93	\$1,114.90	\$27.87	\$1,165.07	\$29.13
6	11-13 yrs	\$1,107.16	\$27.68	\$1,118.99	\$27.97	\$1,158.16	\$28.95	\$1,210.27	\$30.26
7	14-17 yrs	\$1,151.64	\$28.79	\$1,163.47	\$29.09	\$1,204.19	\$30.10	\$1,258.38	\$31.46
8	18-21 yrs	\$1,198.00	\$29.95	\$1,209.83	\$30.25	\$1,252.18	\$31.30	\$1,308.52	\$32.71
9	22-25 yrs	\$1,233.48	\$30.84	\$1,245.60	\$31.14	\$1,289.20	\$32.23	\$1,347.21	\$33.68
10	26-29 yrs	\$1,270.39	\$31.76	\$1,282.22	\$32.06	\$1,327.10	\$33.18	\$1,386.81	\$34.67
11	30+ yrs	\$1,308.71	\$32.72	\$1,320.80	\$33.02	\$1,367.03	\$34.18	\$1,428.54	\$35.71

Dispatch Coordinator		Year 1 of new Contract		Year 1 of new Contract		Year 2 of new Contract		Year 3 of new Contract	
Step		Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	Year 1	\$911.28	\$22.78	\$923.11	\$23.08	\$955.42	\$23.89	\$998.41	\$24.96
2	2-3 yrs	\$965.68	\$24.14	\$977.51	\$24.44	\$1,011.73	\$25.29	\$1,057.25	\$26.43
3	4-5 yrs	\$1,014.42	\$25.36	\$1,026.25	\$25.66	\$1,062.17	\$26.55	\$1,109.97	\$27.75
4	6-7 yrs	\$1,065.05	\$26.63	\$1,077.20	\$26.93	\$1,114.90	\$27.87	\$1,165.07	\$29.13
5	8-10 yrs	\$1,118.04	\$27.95	\$1,129.87	\$28.25	\$1,169.41	\$29.24	\$1,222.03	\$30.55
6	11-13 yrs	\$1,163.46	\$29.09	\$1,175.60	\$29.39	\$1,216.75	\$30.42	\$1,271.50	\$31.79
7	14-17 yrs	\$1,208.89	\$30.22	\$1,220.72	\$30.52	\$1,263.44	\$31.59	\$1,320.30	\$33.01
8	18-21 yrs	\$1,257.61	\$31.44	\$1,269.44	\$31.74	\$1,313.87	\$32.85	\$1,373.00	\$34.32
9	22-25 yrs	\$1,294.99	\$32.37	\$1,306.82	\$32.67	\$1,352.56	\$33.81	\$1,413.43	\$35.34
10	26-29 yrs	\$1,334.26	\$33.36	\$1,346.40	\$33.66	\$1,393.52	\$34.84	\$1,456.23	\$36.41
11	30+ yrs	\$1,374.49	\$34.36	\$1,386.32	\$34.66	\$1,434.84	\$35.87	\$1,499.40	\$37.49

AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – OCTOBER 17, 2018
REGULAR MEETING - 7:00 P.M.

Order No. 18-073. Move approval on the request to authorize the sale of a tax-acquired property, located at 127 Holmes Road, to a Daniel Soley and to authorize the Town Manager to sign any and all documents necessary. *[Assistant Town Manager]*

Assistant Town Manager

Ought to Pass

Sponsor

Recommendation

10/17/2018 - Vote:

First Reading and/or Action/Vote

N/A

Public Hearing

N/A

Second Reading/Final Approval/Vote

Memorandum

To: Town Council members

From: Larissa Crockett, Assistant Town Manager

Re: Sale of tax-acquired property at 127 Holmes Rd

The bids received for 127 Holmes Rd from RFP#312018 are shown in the table below.

Property	Bidder	Amount
127 Holmes Rd	Kerry Norton	\$58,200.00
127 Holmes rd	Daniel Soley	\$36,511.56

Staff recommends awarding the bid to Daniel Soley as Kerry Norton has withdrawn his interest in the property. Staff further asks that the Town Council authorize Town Manager Tom Hall to sell the property to Daniel Soley using a municipal release deed.

127 Holmes Road

Official Statement of Bidding: Scarborough Tax Acquired Parcel, RFP 312018

Parcel #1, 127 Holmes Road, 2.9 acres, Assessor Parcel R031023A.

To: Assistant Town Manager's Office 259 US Route 1 Scarborough, ME 04074

To Whom It May Concern,

My name is Daniel Soley. I currently reside in Cumberland, Maine. I am a real estate developer specializing in small and creative projects. I am submitting this bid in my best effort to acquire the property listed herein. My offer is subject to the terms listed in the above referenced RFP. My bid is not subject to any financing, and the cash and resources to purchase are currently available onhand.

I currently own the parcel at 125 Holmes Road, which has a single family home. My parcel is immediately contiguous to this parcel and further subject to this parcel's access easement along a section of my existing driveway. I believe the Town benefits the most with my ownership due to my unique ability to develop this parcel in a manner which shares from my existing 5.7 acres, driveway, and utility infrastructure. With the addition of these resources, I can apply a development standard far higher than someone who may be looking at the parcel's 2.9 acres as a detached, single piece. Therefore, I hope the Town will consider conveying the parcel with preference given to a bidder with my existing resources and qualifications. However, I fully understand if, in fairness to the public, the Town does not align with this position.

Official cash bid: \$36,511.56

Thank you, and I appreciate your consideration,

Daniel Soley

11 Ledge Road Cumberland, Maine 04110 765 391 0326 -- 207 699 6020

soley.daniel@gmail.com

Kerry K. Norton
P.O. Box 1011
Scarborough, ME 04070-1011
(207) 883-2734 (Home)
(207) 730-3454 (Cell)

September 28, 2018

Assistant Town Manager's Office
259 U.S. Route 1
Scarborough, ME 04074
(Hand Delivered)

Re: Bid for property located at 127 Holmes Rd.

To Whom It May Concern:

Due to title issues with the property located at 127 Holmes Rd., Scarborough, ME, I am rescinding my bid.

Should you require additional information, I may be reached at my contact information above.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kerry K. Norton", written in a cursive style.

Kerry K. Norton