

AMENDED

AGENDA

**SCARBOROUGH TOWN COUNCIL
WEDNESDAY – JUNE 27, 2018
SPECIAL MEETING – 6:00 P.M.**

Item 1. Call to Order.

Item 2. Pledge of Allegiance.

Item 3. Roll Call.

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

Order No. 18-047. Act on the request for an executive session pursuant to 1 M.R.S.A. §405(6)(D) relating to Labor Negotiations with the Scarborough Police Benevolent Association. [*Town Manager*]

Order No. 18-048. Act on the request to ratify the collective bargaining agreement between the Town of Scarborough and the Scarborough Police Benevolent Association. [*Town Manager*]

Order No. 18-049. Act on the request to approve for participation in Special Plan 3C for all current and future Law Enforcement Offices, for future service only. Service rendered prior to July 1, 2018 remains under Special Plan 1C and authorize the Town Manager to sign any and all related documents. [*Human Services*]

Item 4. Adjournment.

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Town Manager

Ought to Pass

Sponsor

Recommendation

06/27/18 - Vote:

First Reading/Vote

N/A

Public Hearing

N/A

Second Reading/Final Approval/Vote

**AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – JUNE 27, 2018
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Order No. 18-048. Move approval on the request to ratify the collective bargaining agreement between the Town of Scarborough and the Scarborough Police Benevolent Association. *[Town Manager]*

Town Manager

Ought to Pass

Sponsor

Recommendation

06/27/18 - Vote:

First Reading/Vote

N/A

Public Hearing

N/A

Second Reading/Final Approval/Vote

MAINE ASSOCIATION OF POLICE/SPBA and Town of Scarborough
June 25, 2018

Contract Highlights

1. Term – 3 years
2. Wages – Article 19
 - a. The steps of the wage scale will be increased and adjusted by a specific amount equal to the average increase of the COLA, uniformly applied across all steps. This calculation will be based on a COLA of 2.5% effective July 1, 2018, 1% effective January 1, 2019, 3.5% effective July 1, 2019, and 3.5% effective July 1, 2020.

The impact of the wage scale adjustments will be as follows; the Patrol officers scale will increase \$.73/hour on July 1, 2018, \$.30/hour January 1, 2019, \$1.06/hour July 1, 2019, and \$1.10/hour July 1, 2020. The Sergeants scale will increase \$.82/hour on July 1, 2018, \$.34/hour January 1, 2019, \$1.19/hour on July 1, 2019, and \$1.23/hour on July 1, 2020.
 - b. Eliminate the first Step from Wage Scale (“Step 1”) so new hires start at what is currently referred to as Step 1A.
3. Retirement - Article 10 Move all Officers in MainePERS from Special Plan 1C to MEPERS Special Plan 3C. The Town will contribute 2% to a 457 deferred compensation plan for employees enrolled in MainePERS Plan 3C.
4. Retirement - Article 10 Language - Expressly state in the Contract that an officer qualifies as “retired” under either the MainePERS plan or the ICMA plan when he or she has reached the “Years of Service” requirement for the applicable MainePERS plan and no longer works at the Scarborough Police Department (as required and defined by the Maine Municipal Employees Health Trust)
5. Personal Time – Article 15 Increase personal time per year from 16 hours to 32 hours.
6. Medical Insurance: 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.

**2018-2021 CONTRACT
AGREEMENT
UNIT #1 POLICE**

THIS AGREEMENT, is made and enter into between the TOWN OF SCARBOROUGH, MAINE (hereinafter "Town"), and the SCARBOROUGH POLICE BENEVOLENT ASSOCIATION (hereinafter "SPBA"), as of this _____ day of _____, 2018.

The parties mutually agree as follows:

ARTICLE 1 - NONDISCRIMINATION:

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

ARTICLE 2 - RECOGNITION:

The Town recognizes the SPBA as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours and working conditions for all full-time sergeants and police officers employed by the Town of Scarborough Police Department who are public employees.

ARTICLE 3 - WORKING HOURS:

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

ARTICLE 4 - OVERTIME:

Hours worked in excess of those set forth in III above shall be paid at the rate of one and one-half (1½) 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 III and IV shall be deemed to prevent the Town from hiring personnel in order to reduce overtime. If it becomes necessary, as determined by the Chief of Police, to recall an officer from off-duty time or vacation, then the officer will receive a minimum of three hours of pay at one and one-half times the regular rate.

Unscheduled overtime details will be assigned in accordance with a rotating list. Details will be announced through a group alpha-numeric page. Officers interested in the detail will have twenty (20) minutes to respond. At the end of the twenty-minute period, the list of interested officers will be reviewed and the detail will be assigned to the interested officer that is highest on the rotating list. The officer receiving the assignment will then be placed on the bottom of the rotating list.

Except in an extreme emergency, in the event that it is necessary to fill an open shift or assignment, an alpha-numeric page will be sent to all members prior to any officer being forced to work.

Hours worked on Thanksgiving Day and Christmas Day (12:00 a.m. to 12:00 p.m. mid-night Thanksgiving Day and December 25) shall be paid at the rate of two (2) times the base hourly rate. There shall be no duplication of compensation by reason of any overtime or holiday or other premium pay provision of this AGREEMENT. The parties shall be guided in this matter by their Memorandum of Agreement of even date.

ARTICLE 5 - COURT TIME:

All witness fees received from the Court shall be remitted directly to the Town upon receipt. Court pay shall be paid if the individual works a full shift immediately before the Court appearance or a full shift immediately after the Court appearance.

In the event that an off-duty officer is called in for a Court Appearance, he shall be compensated or receive a minimum of four (4) hours pay at one and one-half times the regular rate.

ARTICLE 6 - TRAINING:

Members of the bargaining unit shall receive their regular wages during the periods of actual time spent in training at the direction of, and under the general order of, the Chief of Police. There will be made available forty (40) hours per year per officer of in-service training.

ARTICLE 7 - CLOTHING:

The Town agrees to pay annually up to \$1,000 for the replacement of equipment and clothing, and a one-time stipend of Five Hundred Dollars (\$500.00) for initial purchase of clothing for detectives approved by the Chief of Police, on an as-needed basis. 50% of the annual clothing allowance may be used for cleaning and maintenance and/or cellular telephone charges with prior approval from the Police Chief, completed certification forms, and if the employee agrees to use his/her cellular telephone in the performance of their duties to include communicating by telephone with dispatch, supervisory personnel and other officers when required and receiving official business-related text messages. This new arrangement on cell phone reimbursement shall have no effect on the current and longstanding practice of the parties with respect to monthly reimbursements paid to officers for being reachable by cell phones in lieu of pagers. All equipment shall remain the property of the Town and shall be returned upon separation. Any clothing purchases made within six (6) months of separation shall be returned to the Town.

ARTICLE 8 - MEDICAL INSURANCE:

The Town agrees to pay 100% of the cost of 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. The Town will continue to offer POS-A for those members who voluntarily elect to pay the premium difference between the two plans.

As of January 1, 2016, the POS A plan is no longer a health plan option. 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, 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.

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.

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

The Town agrees to pay 50% of the cost of a single subscriber's dental plan which is selected by the Town and the SPBA.

Employees may be deemed "retired" and continue medical insurance through the Maine Municipal Employees Health Trust (MMEHT), at their own cost, if they are receiving (or have received) retirement benefits, other than social security, from a Town of Scarborough retirement plan.

ARTICLE 9 - RETIREMENT:

The Town agrees to maintain the current retirement plan with the Maine Public Employees Retirement System (MainePERS). Upon hire, the employee may choose a retirement plan, for future service only, with the MainePERS Plan providing for two-thirds (2/3) pay after twenty 25 years of service with no minimum age and annual cost of living adjustments (otherwise referred to as Special Plan 3C). For employees enrolled in plan 3C, the Town agrees to contribute 2% of their compensation into his or her 457 deferred compensation plan. In place of the Maine State Public Employees Retirement System, the officer 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%. Employer and employee contributions are made to the MainePERS Plan in accordance with the requirements of the Plan and State law.

For those employees in the 401a plan, the Town will contribute 2.2% into his or her 457 plan. For all employees, the Town will also match up to an additional 4% of the employee's contribution to their ICMA 457 plan. It is understood, however, that for employees in MEPERS if the total paid by the Town to MEPERS exceeds 12.2% then no contribution to the employee's 457 plan will be made by the Town.

Each employee must designate the level of their participation in the ICMA 457 Plan for the next year, when requested of all municipal employees.

ARTICLE 10 - RETIREMENT HEALTH SAVINGS ACCOUNT:

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:

1. Employees shall not be eligible to participate in the RHSA until they have successfully completed their six month probationary period.
2. A participant in the RHSA will contribute pre-tax dollars, via payroll deduction, to the account, in the following amounts:

a. Employee Contribution from Income	
Step 1/1A thru Step 3	0%
Steps 4 and 5	1%
Step 6	2%
Step 7 and above	3%

- b. Vacation Time Accrual Contribution – At the end of each year, all unused vacation time in excess of the annual accrual limits will be deposited in the employee’s RHSA at the monetary equivalent rate of compensation.
 - c. Holiday Time Accrual Contribution – At the end of each year, all unused holiday time in excess of the annual accrual limits will be deposited in the employee’s RHSA at the monetary equivalent rate of compensation.
 - d. Personal Time Contribution – At the end of each year, all unused personal days will be deposited in the employee’s RHSA at the monetary equivalent rate of compensation.
 - e. Sick Leave Accrual Contribution – In those instances where the employee’s sick leave accrual at the end of the year is 720 hours or more, the Town agrees to contribute the monetary equivalent rate of compensation for three days (24 hours) to the member’s RHSA.
 - f. Completion of Service – Upon completion of service with the Town, fifty percent 50% of all an employee’s compensable time shall be deposited by the Town into the employee’s RHSA at the then monetary equivalent rate of compensation and the other fifty percent (50%) shall be paid to the employee in cash.
3. A participant in the RHSA may only withdraw funds for medical expenses. Withdrawal of funds may occur only upon separation from employment or at age 55 if still employed.
 4. 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 11 - SICK LEAVE:

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 to the employee or the employee’s family. 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.

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 shall be considered justification for disallowing sick leave for that day.

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.

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 spouses, children, 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 if living in the same household as the employee.

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 payment 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 of day work, but will be paid within two (2) weeks of the termination date. 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.

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 the 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.

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

ARTICLE 12 - FAMILY MEDICAL LEAVE ACT:

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

ARTICLE 13 - BEREAVEMENT LEAVE:

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.

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 if 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 14 - VACATIONS:

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 month of service during the first through fifth year.
- b) One and one quarter (1¼) work days shall be earned for each completed full month of service during the sixth through the tenth years of service.
- c) One and one half (1½) work days shall be earned for each completed full month of service during the eleventh through fifteenth years of service.

- d) One and three-fourths (1¾) work days shall be earned 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) work days for each completed full month of service shall be earned.

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

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

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

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.

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

ARTICLE 15 - PERSONAL TIME:

Each employee will be entitled to sixteen (16) hours of personal time per year. Hours taken as personal time will be deducted from accrued sick leave.

ARTICLE 16 - HOLIDAYS:

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 | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

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

ARTICLE 17 - UNION NEGOTIATING COMMITTEE:

Members of the SPBA 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 18 - GRIEVANCE PROCEDURE:

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:

1. 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.

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 SPBA grievance without prior approval in writing of the SPBA Grievance Committee.

2. If the member of the unit is not satisfied with the decision rendered above, the SPBA 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.
3. If the decision of the Chief of Police is not satisfactory to the member of the unit the SPBA 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 SPBA within ten (10) calendar days of the date the grievance is received.
4. In the event that the determination of the Town Manager is not acceptable to the SPBA, 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.
 - A. The arbitrator shall be selected by the Town Manager and the SPBA 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.
 - B. 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.
 - C. All fees and expenses for the arbitrator's services and the proceedings shall be borne equally by the Town and SPBA. 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.
5. Grievances not processed within the time periods provided by this Article shall be deemed waived.

ARTICLE 19 - WAGES:

Patrol Scale

		7/1/2018	1/1/2019	7/1/2019	7/1/2020
		\$0.73	\$0.30	\$1.06	\$1.10
Step	Years				
1	0-1	\$23.78	\$24.08	\$25.15	\$26.24
2	2-3	\$25.17	\$25.47	\$26.54	\$27.63
3	4-5	\$26.39	\$26.69	\$27.76	\$28.85
4	6-7	\$27.67	\$27.97	\$29.04	\$30.13
5	8-10	\$29.00	\$29.30	\$30.37	\$31.46
6	11-13	\$30.14	\$30.44	\$31.51	\$32.60
7	14-17	\$31.32	\$31.62	\$32.69	\$33.78
8	18-21	\$32.56	\$32.86	\$33.93	\$35.02
9	22-25	\$33.82	\$34.12	\$35.19	\$36.28
10	26-29	\$34.80	\$35.10	\$36.17	\$37.26
11	30+	\$35.83	\$36.13	\$37.20	\$38.29

Sergeant Scale

		7/1/2018	1/1/2019	7/1/2019	7/1/2020
		\$0.82	\$0.34	\$1.19	\$1.23
Step	Years				
1	0-1	\$26.60	\$26.94	\$28.12	\$29.35
2	2-3	\$28.14	\$28.48	\$29.66	\$30.89
3	4-5	\$29.50	\$29.84	\$31.02	\$32.25
4	6-7	\$30.93	\$31.27	\$32.45	\$33.68
5	8-10	\$32.45	\$32.79	\$33.97	\$35.20
6	11-13	\$33.69	\$34.03	\$35.21	\$36.44
7	14-17	\$35.02	\$35.36	\$36.54	\$37.77
8	18-21	\$36.39	\$36.73	\$37.91	\$39.14
9	22-25	\$37.81	\$38.15	\$39.33	\$40.56
10	26-29	\$38.93	\$39.27	\$40.45	\$41.68
11	30+	\$40.07	\$40.41	\$41.59	\$42.82

Newly hired officers may be placed by management up to the 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 XXVII of this contract.

An additional weekly stipend of Twenty-Five Dollars (\$25.00) will be paid to members who are assigned on a full-time basis to one of the following specialty assignments:

- | | |
|---------------------------|---------------------|
| Detective | Youth Aid Officer |
| Community Resource Office | K-9 Officer |
| School Resource Officer | Evidence Technician |
| Detective Sergeant | |

The Chief of Police shall have the ability to add other specialty positions, which will receive the additional stipend, as he/she deems necessary.

ARTICLE 20 - WORK RULES:

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 21 - SPECIAL DUTY:

Members of the bargaining unit shall be given preference for special duty assigned by the Chief of Police. Special duty consists of work assigned to members at the request of a private individual or organization.

For positions at Beech Ridge Speedway, it is understood that in order to provide consistent service, two of the positions will be offered on a preseason or bi-season basis.

When members of the bargaining unit are used for special duty they will be assigned on a rotation basis to afford equal opportunities to unit members and other police personnel for this work.

Members of the bargaining unit shall receive a minimum of four (4) hours pay at (1½) the officer's regular rate when assigned to special duty. The member will be paid the same minimum rate as above if the member is not notified of the cancellation of a special duty assignment at least one (1) hour prior to the start of the special duty assignment. Notification may include:

- A. Calling Officer's pager
- B. Leaving message on officer's answering machine.
- C. Leaving telephone, verbal, or written message at officer's home.

ARTICLE 22 - MANAGEMENT RIGHTS:

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 23 - DUES DEDUCTION:

The Town agrees to deduct from salaries money for SPBA 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 SPBA, and the aggregate authorized deductions of all employees shall be remitted promptly to the SPBA. In the event that dues are increased, the SPBA shall notify the Town at least thirty (30) days prior to the effective date of the dues increase. The SPBA 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 SPBA 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 24 - INJURIES ON DUTY:

Employees who are covered by this AGREEMENT and who are injured on the job 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 and until they are either placed on disability retirement or return to active duty, provided the officer was not acting in a negligent manner or in violation of any department rule. Absence because of such injuries shall not be charge to accumulated sick leave. If the employee is eligible for FMLA leave, any FMLA leave that the employee is entitled to shall begin on the first day of absence because of such injuries. 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.

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 within the Public Safety Department. If employees remain out of work, their future employment status will be determined when they reach Maximum Medical Improvement (MMI). The applicable MMI evaluation shall be that agreed to by the employer and employee in the Worker's Compensation context or, if parties disagree, the applicable MMI shall be that as determined by the Worker's Compensation Board. If the MMI evaluation determines that the employee will not be able to return to work, he/she may be subject to non-disciplinary termination. Nothing in this paragraph is intended to or shall diminish or abrogate the rights of employees pursuant to Maine Worker's Compensation Statute, Title 39-A MSRS

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 is physically qualified.

ARTICLE 25 - EDUCATIONAL INCENTIVE PLAN:

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 Eight Dollars (\$8.00) for each credit accumulative up to a maximum of 156 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 of public administration.

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

The Town will provide funding for each fiscal year for up to sixteen (16) undergraduate courses. The funding will be evenly divided into three semesters. If the semester's allotted amount is not completely expended in the current semester, the balance will be added to the available balance for the next semester that falls within the same fiscal year. In the event that employees wish to take graduate courses, any remaining funds will be allotted to them at the conclusion of the fiscal year. The following process will be used for distribution of educational reimbursement to employees covered by this agreement:

A. Employees must submit a pre-authorization approval request to the Police Chief for educational reimbursement for each class the employee intends to take by the semester cut-off date; March 31st for the summer semester, June 30th for the fall semester, and November 30th 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 above in paragraph 2. 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 26 - PHYSICAL FITNESS:

Unit members shall have the option annually, to demonstrate their physical competency by the successful completion of a physical fitness assessment program mutually agreed to by Town and SPBA. Members who participate in the test and fail shall be compensated One Hundred Dollars (\$100.00). Members who participate in the test and complete all portions of the test at the minimum described current Cooper Standards, will receive the following compensation;

- 30%: \$250.00
- 40%: \$350.00
- 50%: \$400.00
- 60%: \$450.00

ARTICLE 27 – SENIORITY:

It is agreed that seniority shall be determined by length of full-time service by classification. In case of layoffs, employees with the longest seniority in classification shall be laid off last. The Town will furnish the Association with a list of employees with their length of service by classification. In the event that a Unit Member in a higher classification (Sergeant) is laid off, that Unit Member shall have the right to displace a person in the lower classification (Police Officer) with less total full-time service as an office with the Scarborough Police Department. An employee shall not forfeit seniority during absences caused by illness, accident, or an approved leave of absence.

ARTICLE 28: MEMBER RIGHTS:

- A. Discharge, suspension or discipline of members of bargaining unit shall be for good and sufficient cause.
- B. Members of the bargaining unit shall have the right to inspect their personnel files in accordance with applicable law.
- C. Whenever an administrative complaint is made against a member, either from an external source or internally, by another member of the department, the investigation and any resulting discipline will be handled in the manner set forth in the provisions of the Scarborough Police Department Policy on Administrative Complaints and Disciplinary Procedures.

ARTICLE 29: STRIKES AND SLOWDOWNS:

The Association agrees that during the term of this AGREEMENT neither it nor its officers 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 30: PROBATION PERIOD:

All new employees, upon being hired, shall serve a probationary period on one year from date of graduation from the Maine Criminal Justice Academy’s Municipal/County Basic Police School or the date the Board of Trustees waives the basic training requirement. If the new employee is a graduate of the Maine Criminal Justice Academy, then the employee’s probationary period shall terminate six (6) months from the employee’s date of hire. 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 31: SEPARABILITY:

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 32: DURATION OF AGREEMENT:

Except as specifically provided, the provision of this AGREEMENT shall be effective as of July 1, 2015 and shall continue in full force and effect until June 30, 2018. 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 matters 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.

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

ATTEST:

Town of Scarborough

Witness

BY: Thomas Hall Its Town Manager
Duly Authorized

Scarborough Police Benevolent Association

Witness

BY: Ian Theriault, Its President
Duly Authorized

**AGENDA
SCARBOROUGH TOWN COUNCIL
WEDNESDAY – JUNE 27, 2018
SPECIAL MEETING – 6:00 P.M.**

Order No. 18-049. Move approval for participation in Special Plan 3C for all current and future Law Enforcement Offices, for future service only. Service rendered prior to July 1, 2018 remains under Special Plan 1C and authorize the Town Manager to sign any and all documents as needed. [*Human Resources*]

Human Resources

Ought to Pass

Sponsor

Recommendation

06/27/18 - Vote:

First Reading/Vote

N/A

Public Hearing

N/A

Second Reading/Final Approval/Vote

