

CAPE ELIZABETH TOWN COUNCIL MINUTES
Special Meeting # 18-04-05
Monday, April 25, 2005
7:30 p.m.

Prior to the council meeting a workshop was held at 7:00 p.m. to discuss the high school access driveway.

The special meeting began at 7:40 pm.

		Present		Absent
Anne E. Swift-Kayatta, Chairman	14 Stone Bridge Road	X	767-5754	12/2005
David J. Backer	2 Rugosa Way	X	772-5845 ext 122	12/2006
Carolyn M. Fritz	1 Stirrup Road	X	767-3737	12/2006
Mary Ann Lynch	2 Olde Colony Lane	X	232-1048	12/2007
Paul J. McKenney	5 Katahdin Road	X	899-0045	12/2007
Michael D. Mowles, Jr.	423 Ocean House Road	X	741-2552	12/2006
John E. "Jack" Roberts, Jr	185 Fowler Road	X	767-4526	12/2005

Michael K. McGovern, Town Manager X
 Debra M. Lane, Town Clerk Pro Tem X

Roll Call by the Town Clerk
Pledge of Allegiance to the Flag

Public Hearings on the General Fund and Special Funds Budgets

There will be no action items on the budgets at this special council meeting. The budget votes will occur on May 9, 2005.

Intro – Councilor Backer, Chairman Finance Committee

Chairman Swift-Kayatta opened the hearing for public comments at 7:48 pm.

Scott Clark, 6 Brentwood Road

Mr. Clark questioned the revenue received by the school department from the State of Maine. He asked whether the State has committed to funds as a result of the vote, in which the citizens of Maine approved the referendum requiring the State to fund 55% of the cost of education.

Jennifer Sisselman, 14 Ledgewood Lane

Mrs. Sisselman supports the school budget and education in Cape Elizabeth. She listed several things that are not being funded in the school budget. Mrs. Sisselman questions whether the Town Council "overreacted" when the two resolutions regarding expenditure caps were approved.

After hearing no further comments, the public hearing was closed at 7:59 pm.

ITEM #159-04-05 Moved by M. Mowles and Seconded by M. Lynch

Ordered the Cape Elizabeth Town Council enters into executive session at 8:01 pm in accordance with 1 M.R.S.A. Sec. § 405 Paragraph 6D to discuss negotiations with the Cape Elizabeth Police Benevolent Association and in accordance with 1 M.R.S.A. Sec. § 405 Paragraph 6C to discuss an offer received for the Mitchell Road lot authorized to be listed with a broker at the February 14, 2005 town council meeting.

(7 yes) (0 no)

Moved by M. Lynch and Seconded by P. McKenney

Ordered the Cape Elizabeth Town Council exits executive session and reenters public session at 8:37pm.

(7 yes) (0 no)

Moved by M. Lynch and Seconded by P. McKenney

Ordered the Cape Elizabeth Town Council authorizes the Town Manager to amend the current collective bargaining agreement with the Cape Elizabeth Police Benevolent Association, which expires June 30, 2005 as follows:

- Paychecks shall be issued bi-weekly
- Article 4 is amended to provide that overtime be paid in excess of 40 hours per week or 8 hours per day, but not for both
- The minimum call out provision is 4 hours

It is further understood that the agreement becomes effective immediately upon the signatures of the Cape Elizabeth Police Benevolent Association President and the Town Manager and the new provisions relating to overtime and bi-weekly pay will be in the successor agreement.

(7 yes) (0 no)

The approved amendments are as follows:

**Amendments to Agreement dated July 1, 2002- June 30, 2005
between Cape Elizabeth Police Benevolent Association and Town of Cape Elizabeth
Underlined words are additions. Words ~~crossed through~~ are deletions.
All other Articles in the Agreement are unchanged**

**Article III
Dues Deductions**

The Town shall deduct regular bi-weekly dues upon receipt of signed authorization from any member of the Association (a copy of which is to be retained by the Town) and a certified statement from the Treasurer of the Association as to the amount of dues. All such forms shall be supplied by the Association and be satisfactory to the Town. The Town shall forward all such dues so collected to the Treasurer of the Association by the 10th of each month succeeding the month in which deductions were made. The Association shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Association pursuant to this Article.

**Article IV
Hours of Work and Overtime**

Section 1. The regular work week for Police Officers and Dispatchers shall be forty (40) hours and all hours worked in excess of forty (40) per week or eight (8) hours per day shall be paid at the rate of 1 1/2 times the base hourly, but not for both. (Base hourly rate determined by dividing the base weekly wage rate by 40 hours) ~~In any week in which sick leave is used by an employee, the eight (8) hours per day provision above shall not apply. The weekly (40 hour) formula shall be utilized and "sick leave" hours shall not be counted as "hours worked" in that work week for overtime computation purposes.~~

Section 2. Regular, permanent Police Officers and Dispatchers shall be given the first opportunity to work any extra and replacement shifts, on a rotating basis to equalize the opportunity for such work among the regular permanent employees, but this provision shall not apply to any regularly scheduled part-time dispatcher shift as presently scheduled. In the event that any regular, permanent Police Officer or Dispatcher refuses such extra or replacement work, he shall be treated for purposes of rotation as having taken such work. In the event that no regular permanent employee is willing to work such extra or replacement shift, part-time employees may be used, but if no part-time employee is willing to do so, the duty shall be performed by the regular, permanent Police Officer or Dispatcher to whom it was first offered.

Section 3. All employees' work schedules shall provide a 15 minute rest period during each half shift worked which shall be scheduled at the middle of each half shift whenever possible. All employees shall be granted a lunch period during each work shift which shall be scheduled at the middle of each shift whenever feasible.

Section 4. Any regular, permanent employee called to work at a time outside of, and not annexed to, his regularly scheduled shift shall be paid for a minimum of ~~three (3)~~ four (4) hours worked.

Section 5. Any regular, permanent employee required, during his otherwise off-duty time, to appear at the Maine District, Superior, Administrative or U. S. District Court, quasi-judicial hearings and administrative agency proceedings, arising out of the performance of duty shall be compensated for the hours to spent, computed to the nearest half-hour, at the rate of 1 1/2 times his base hourly rate for a minimum of ~~three (3)~~ four (4) hours per appearance, ~~however, if the court appearance is on a scheduled day off, the minimum shall be four (4) hours per appearance.~~ Any employee shall turn over to the Town all witness fees and all payments paid directly to him by the Maine District, Superior or U. S. District Courts as or because of the employee being a witness. The Association agrees to work with the Town in reforming the Court schedules and reimbursement procedures.

**Article V
Wages**

Section 1. All weekly amounts shown in Article V. are weekly amounts and pay checks shall be issued bi-weekly. The following base weekly wage shall be in effect during the term of this Agreement:

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Period of Service	Effective 7/1/2002	Effective 6/30/2003 See below	Effective 6/28/04
Police Officers			
After 4 Months	582.33		All amounts In Article V "Wages" will increase
After 1st Year	608.79		
After 2nd Year	646.28		
After 3rd Year	671.05		
After 5th Year	705.45		
After 10th Year	729.50		
Sergeants			
Upon Appointment	824.63		4% From the level of the previous year
After 10 Years in Any Full Time Capacity	838.07		
Dispatchers			
After 4 Months	566.41		4% From the level of the previous year
After 1st Year	592.88		
After 2nd Year	630.37		
After 3rd Year	634.87		
After 5th Year	639.37		
After 10th Year	643.85		
Head Dispatcher			
Upon Appointment	729.85		
After 10 Years in Any Full Time Capacity	743.27		
Community Service Step (CSS) Officers and Sergeants	56.65		
CSS Eligible Dispatchers and Head Dispatcher	51.50		
CSS Dispatchers and Head Dispatcher also with Emergency Medical Dispatcher Designation	56.65		

The weekly wages , pay amounts, and stipends in Article V, Section 1, 2 and 3 shall be adjusted on July 1, 2003 by the consumer price index-urban for the northeast United States for the percentage change in said index occurring from January 1, 2002 to December 31, 2002 except that the wage and stipend adjustment shall have a floor of 2.5% and a ceiling of 4.5%. They shall be further adjusted by 4% effective June 28, 2004.

Section 2. Educational Incentive Pay. To encourage professional and academic development, the Town agrees to implement an educational incentive pay plan as set forth in this section. Any regular permanent employee covered by this Agreement shall be entitled to educational incentive pay as follows:

Earned	Eff. 07/01/2003
Associates Degree	\$12.73 per week
Bachelors Degree	\$25.46 per week
Masters Degree	\$38.20 per week

Any regular, permanent employee covered by this Agreement and employed prior to July 1, 2000 may alternately choose to receive compensation during each calendar year based on the annual rate indicated below for each credit hour (up to a maximum of 80 credit hours) for courses completed at an accredited institution of higher learning with a grade of "C" (or its numerical equivalent) or better. These amounts shall increase on June 30, 2003 and on June 28, 2004 as indicated in the preceding paragraph.

Effective 07/01/2003 **\$9.55 per credit hour**

Section 3. Temporary Assignment Pay.

- a. When a patrol officer works at a sergeant's position for five (5) consecutive days, he shall receive the entrance pay rate of the sergeant's position or one step above his current rate, whichever is higher while so assigned.
- b. Effective July 1, 2003, on shifts when no sergeant is regularly assigned, all officers shall have an annual opportunity to bid to work on said shifts. The assignment shall be based upon seniority of those bidding. Once assigned, the officer in charge shall remain in charge regardless of the seniority of other officers on the shift unless a sergeant is working the shift. Other officers filling in for the officer in charge when the officer in charge is absent shall not be entitled to the temporary assignment pay for the officer in charge, except when they are filling in for a sergeant on an assigned shift for at least five consecutive days as provided for Article V. Sec. 3 a.. The temporary assignment pay for the officer in charge is \$50.00 weekly effective July 1, 2003.
- c. The town may from time to time establish a "detective" assignment to serve at the pleasure of the chief of police. The detective assignment shall be compensated at a rate of an additional \$50.00 weekly effective July 1, 2003.

Section 4. Community Service Step.

Police Officers (including Sergeants)

Police officers shall be entitled to a Community Service Step upon their certification as a State Certified Emergency Medical Technician and provided this certification is maintained.

Police officers qualified for the Community Service Step shall receive the additional sum amount per week shown in Article V, Sec. 1. under "Community Service Step" commencing on certification. Police officers will be compensated for the time spent at required training. The Town shall assist in scheduling to facilitate the taking of the courses in conformance with other pay provisions within this contract. The Town and the Association agree that for the purpose of accomplishing Community Service Step training only, the Town may schedule part-time personnel to replace patrolmen whose shift assignments conflict with classes.

Dispatchers (including Head Dispatcher)

The dispatchers shall receive the additional sum amount per week shown in Article V, Sec. 1. under "Community Service Step" for performing the clerical responsibilities of the Police and Fire Departments. Any dispatcher having also earned the emergency medical dispatcher designation shall receive the sum per week shown provided the certification is maintained. The latter sum is a substitute for the CSS amount and is not in addition to the CSS amount.

Section 5. Overtime Computation. The Community Service step pay and the educational incentive pay shall be added to the base salary when computing the overtime rate of pay.

Section 6. General Conditions. The town will assume tuition costs for approved courses and training for both dispatchers and police officers provided it is completed with a passing grade. Courses to be approved shall include any core curriculum course leading to a degree as well as elective courses relating to law enforcement and administration. Reimbursement shall not exceed the per applicable per credit hour rate at the University of Southern Maine. If a person should fail a course, the Town agrees to inquire of the course instructor as to whether or not a diligent effort was made on the part of the person taking the course. The Town will assume the tuition costs only if it is determined that the effort was diligent. Books or course material will be purchased by the Town but will remain the property of the Town.

Agreed to: This _____ Day of April 2005

Witness

**Mark Dorval, President
on Behalf of the Association**

Witness

**Michael McGovern, Town Manager
On behalf of the Town of Cape Elizabeth**

Moved by M. Lynch and Seconded by P. McKenney

Ordered the Cape Elizabeth Town Council authorizes the Town Manager to sign the Purchase and Sale Agreement – Land Only with Wood Road, LLC for property located at 310 Mitchell Road in the amount of \$129,900.00. The Town Council further authorizes the Town Manager to execute all necessary documents necessary to sell the property.

(7 yes) (0 no)

Moved by M. Mowles and Seconded by D. Backer

Ordered the Cape Elizabeth Town Council adjourns at 8:45 pm.

(7 yes) (0 no)

Debra M. Lane, Town Clerk Pro-Tem

Note: The October 2005 Town Council meeting and workshop will be rescheduled in observance of Yom Kipper. The Town Manager will review potential dates and report back to the Town Council.