

**TOWN OF OLD ORCHARD BEACH
TOWN HALL CHAMBERS
TOWN COUNCIL MEETING
TUESDAY, MARCH 3, 2020**

A Town Council Meeting of the Old Orchard Beach Town Council was held on Tuesday, March 3, 2020, 2020. Chair Thornton opened the meeting at 6:30 p.m.

The following were in attendance:

**Chair Joseph Thornton
Vice Chair Shawn O'Neill
Councilor Kenneth Blow
Councilor Jay Kelley
Councilor Michael Tousignant
Town Manager Larry Mead
Assistant Town Manager V. Louise Reid**

Absent:

CHAIR: We wish to correct information relative to the Public Hearing – Amusement Permit and Approval and Public Hearing Liquor License and Approval – both new. In both cases it should be Cameron Langlois dba/Big bites Big Shots, Inc. (307-3-1).

In addition we would like to add an Emergency Item Number 7188 following Agenda Item Number 7187.

MOTION: Councilor Tousignant motioned and Vice Chair O'Neill seconded to add to the Agenda Item Number 7188.

Discussion with Action: Convey foreclosed property identified as 27 Hemlock Street, Parcel Number 00403-00013 to owners of record CHAMBERLAIN, MATTHEW & AMY, for a total amount of \$1,338.60 in outstanding taxes and accumulated interest due on the effective date of conveyance, including FY2020 taxes, plus any legal costs incurred by the Town of Old Orchard Beach.

VOTE: Unanimous.

ACCEPTANCE OF MINUTES: Accept the Town Council Minutes of February 18, 2020.

MOTION: Councilor Tousignant motioned and Vice Chair O'Neill seconded to Accept the Minutes as read.

VOTE: Unanimous.

GOOD AND WELFARE:

CHAIR: We are saddened to hear of the passing of Arlene Dolgan. Arlene was a Marvelous supporter of the Community Animal Watch. She and Fred as members of this community provided love and support to all causes. Our thoughts and prayers go out to Fred and the family.

PUBLIC HEARING BUSINESS LICENSES AND APPROVAL:

CHAIR: I open this Public Hearing at 6:34 p.m.

Joseph Hann (210-2-53-1), 16 Smithwheel Road, Unit 1, one year Condo rental.

CHAIR: I close this Public Hearing at 6:34 p.m.

MOTION: Councilor Kenneth Blow motioned and Councilor Jay Kelley seconded to Approve the Business License for Joseph Hann (210-2-53-1), 16 Smithwheel Road, Unit 1, one year Condo rental.

VOTE: Unanimous.

PUBLIC HEARING AMUSEMENT PERMITS AND APPROVAL:

CHAIR: I open this Public Hearing at 6:36 p.m.

Cameron Langlois dba/Big bites Big Shots, Inc. (307-3-1), 8 West Grand Avenue, music and dancing from 7 p.m. to 1 a.m. outside and inside (NEW LICENSE)

CHAIR: I close this Public Hearing at 6:36 p.m.

MOTION: Councilor Blow motioned and Councilor Jay Kelley seconded to Approve the Amusement Permit for Cameron Langlois dba/Big bites Big Shots, Inc. (307-3-1), 8 West Grand Avenue, music and dancing from 7 p.m. to 1 a.m. outside and inside (NEW LICENSE)

VOTE: Unanimous.

Robert Langlois thanked the Council for their assistance and the Council wished Cameron Langlois great success in the business. Discussion revolved around the 1:00 a.m. time Closing but since it is a new business under new owner the Council agreed to it.

PUBLIC HEARING LIQUOR LICENSES AND APPROVAL – NEW

CHAIR: I open this Public Hearing at 6:42 p.m.

Cameron Langlois dba/Big bites Big Shots, Inc. (307-3-1), 8 West Grand Avenue, m-s-v in a Class A Lounge.

CHAIR: I close this Public Hearing at 6:43 p.m.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Approve the Liquor License are read.

VOTE: Unanimous.

TOWN MANAGER'S REPORT:

The Town Manager has been working with the Police Department in connection with the proposed Police Union Contract. There are significant changes. Wage adjustments total 8% over three years; 3% year one, 3% year two, and 2% year three. That total cost to the Town, including overtime, FICA, and retirement, is \$46,000 year one; \$48,000 year two; and \$33,000 year three. A Retirement Health Plan is established for each employee. Those employees with over 720 hours of sick leave will have 74% of those hours converted to cash for their account and the remaining 25% of those hours are given up by the employee. This is a one time expense of \$35,000. However that actually saves the Town money going forward because it pays out the sick leave at a lower hourly pay rate than would take place when that employee retired or resigned. Again, this is a pay out of an existing financial obligation that will reduce the Town' liability going forward. The Town provides a one-time \$350 payment to each Union member (total of \$6,300) for their retirement health savings plan. In return the total amount of sick leave that can be cashed out upon separation is reduced by 25% which is an average of \$3,600 less per person at today's wage rate. This is a direct savings to the Town of an already existing future liability. Employees with over 200 hours of accrued vacation leave will have up to 50 hours of leave converted to cash deposits in the Retirement Health Savings Plan. This reduces the future cost to the Town of payment at separation because it is done at a lower hourly pay rate. The Town may now hire an experienced Police Officer at up to the ten year pay step which will assist the Town in recruiting for vacant positions. Overall the proposed contract provides a wage increase that is necessary in order for the Town to not lose ground to other area Departments at a time when there is a shortage of qualified Police Officers. The Retirement Health Savings Program will save the Town money by eliminating future obligations at today's wage rates, and by reducing the total amount of sick leave that can be accrued and paid out at separation by 25%. At the same time it is a benefit to employees in preparing for future health costs and insurance premiums.

NEW BUSINESS:

7181 Discussion with Action: Approve the estimate not to exceed \$18,000, from Poirier Guidelines for striping all Town Roadways, including parking stalls, stop bars, etc., from Account Number 20151-50506 – Roadway Maintenance Non-Capital, with a balance of \$18,083.28.

BACKGROUND:

Poirier Guidelines has been the town's road striping contractor and over the last couple of years we have worked with them to ensure we are first to get the striping done and before our season starts. Their Maine base of operation is in Saco, we can talk to them in person to resolve issues. The Public Works Director recommends we go with this vendor.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Approve the estimate not to exceed \$18,000, from Poirier Guidelines for striping all Town Roadways, including parking stalls, stop bars, etc., from Account Number 20151-50506 – Roadway Maintenance Non-Capital, with a balance of \$18,083.28.

VOTE: Unanimous.

7182 Discussion with Action: Approval of the Old Orchard Beach Patrolmen's Association – Maine Association of Police Union Contract, effective July 1, 2019 to June 30 2022.

BACKGROUND:

On the Agenda this evening there is an order to approve the Police union collective bargaining agreement.

Wage adjustments totals 8% over three years - . 3% year one, 3% year two and 2% year three. The total cost to the Town, including overtime, FICA, and retirement, is \$46,000 year one, \$48,000 year two, and \$33,000 year three.

A retirement health savings plan is established for each employee. Those employees with over 720 hours of sick leave will have 75% of those hours converted to cash for their account and the remaining 25% of those hours are eliminated. This is a one time expense of \$38,000 that actually saves the Town money going forward because it "pays out" the sick leave at a lower hourly pay rate than would take place when that employee retired or resigned. Again, this is a pay out of an existing financial obligation that will reduce the Town's liability going forward.

The Town provides a one-time \$350 payment to each union member (total of \$6,300) for their retirement health savings plan. In return the total amount of sick leave that can be cashed out upon separation is reduced by 25%, which is an average of \$3,600 less per person at today's wage rate. This is a direct savings to the Town of an already existing future liability.

Employees with over 200 hours of accrued vacation leave will have up to 50 hours of leave converted to cash deposits in the retirement health savings plan. This reduces the future cost to the Town of payment at separation because it is done at a lower hourly pay rate.

The Town may now hire an experienced police officer at up to the 10 year pay step, which will assist the Town in recruiting for vacant positions.

The proposed contract provides a wage increase that is necessary in order for the Town not to lose ground to other area Departments at a time when there is a shortage of qualified Police Office applicants.

The Retirement Health Saving Program will save the Town money by eliminating future obligations at today's wage rates, and by reducing the total amount of sick leave that can be accrued and paid out at separation by 25%. At the same time it is a benefit to employees in preparing for future health costs and insurance premiums.

MOTION: Councilor Tousignant motioned and Councilor Blow seconded to Discussion with Action: Approval of the Old Orchard Beach Patrolmen's Association – Maine Association of Police Union Contract, effective July 1, 2019 to June 30, 2022.

VOTE: Unanimous.

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AGREEMENT
BETWEEN
TOWN OF OLD ORCHARD BEACH
AND
OLD ORCHARD BEACH
POLICE PATROLMEN'S ASSOCIATION
July 1, 2019 – June 30, 2022

DRAFT

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This Agreement is entered into by the Town of Old Orchard Beach, Maine hereinafter referred to as the Town, and the Old Orchard Beach Patrolmen's Association, hereinafter referred to as the Association.

The parties agree as follows:

ARTICLE 1 - RECOGNITION

The Town recognizes the Association as the sole and exclusive bargaining agent for all permanent full-time employees in the Police Department who have successfully completed their probationary period of employment except for the positions of Police Chief, Police Captain, Deputy Chief and Administrative Office Manager for the purposes of bargaining wages, hours of work, and working conditions.

ARTICLE 2 - MEMBERSHIP DUES

The Town shall deduct regular weekly dues upon receipt of signed authorization from members (a copy of which is to be retained by the Town) and a certified statement from the Treasurer of the local unit as to the amount of dues. All such authorization forms shall be supplied by the Association and be in a form that is satisfactory to the Town. The Town shall forward all dues collected to the Treasurer of the Old Orchard Beach Police Patrolmen's Association by the 10th of each month after 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 3- NON-MEMBER SERVICES:

Any employee who chooses not to become or remain a Unit Member shall be bound by such choice except as provided in this Article. Such an employee shall be entitled to representation by MAP under this Agreement but only upon payment to MAP of reasonable fees, including reasonable fees for employee representative services and for attorneys' fees, costs and expenses, including arbitrators' fees and expenses, incurred by MAP. The current schedule of MAP non-member fees is set forth below.

Any employee complying with these conditions shall be entitled to MAP services under the Agreement on the same basis and under the same terms as MAP members.

Any employee who is required by this Article to select from the options set out above may change his/her status with respect to those options during the twenty (20) calendar day period immediately prior to the expiration of this Agreement by giving written notice to the City and to MAP during that period.

<u>Attorney Fees:</u>	<u>\$200.00 per hour</u>
<u>Field Representative Fees:</u>	<u>\$75.00 per hour</u>

All fees are charged on the basis of minimum 15 minute periods.

ARTICLE 3 – CONDITIONAL AGENCY SHOP

~~The following provisions shall take effect during the term of this Agreement, at such time as either (1) the Maine State Legislature amends Chapter 9-A, Title 26 of M.R.S.A. (964, Subparagraph 1(B) to specifically allow for such an Association security provision or (2) a court of competent jurisdiction (excluding Maine District and Superior Courts) shall finally decree that the following provision does not violate said statute and is otherwise valid. The effective date of this provision shall coincide with the effective date of the Legislative Amendment specifically allowing said Association security provision or with the effective date of said decree.~~

~~Any present or future permanent full-time employee, other than those holding the position of Police Chief, Police Captain, Deputy Chief or Administrative Office Manager, who is not an Association member and who does not make application for membership in the Association shall, as a condition of employment, pay to the Association each month a service charge as a contribution toward the administration of the Agreement in an amount equal to the regular weekly dues. Employees who fail to comply with the above requirement within thirty (30) days after the date of their six (6) month anniversary from the date of hire shall be discharged by the Town after receipt of written notice from the Association and corroborative proof of nonpayment by the Town.~~

ARTICLE 4 - WORK WEEK AND HOURS OF WORK

- A. The work week for employees covered by this Agreement shall be the one hundred and sixty-eight (168) hour period beginning each Sunday at 12:01 am and ending each Saturday at 12:00 midnight. During each work week each full-time employee shall be scheduled to work forty (40) hours composed of five (5) consecutive eight (8) hour days, except ~~the schedule may change in limited circumstances, e.g. specialty details, training, etc., if agreed to by the employee.~~ The work schedule will neither increase nor decrease (40 hours per week) unless an emergency is declared by the municipal officials, that the schedule may be modified if mutually agreed upon by the unit and the administration.
- B. The schedule may change in limited circumstances, e.g. specialty details, training, etc., if agreed to by the employee. The work schedule will neither increase nor decrease (40 hours per week) unless an emergency is declared by the municipal officials.
- C. The Town shall post the signup sheet for shift assignments three times per year. The dates will be December 15th and July 15th and will take effect at the beginning pay periods closest to January 15th and the following Sunday after Labor Day. The summer schedule will be posted no later than April 1st of the current year and will take effect the first full week that the full-time reserve schedule takes effect for the summer and will end one weekend after Labor Day. The Chief of Police may create a schedule that he believes meets the summer needs of the department incorporating a five day on and two day off schedule; if that does occur, the parties may modify, by mutual consent, the 5/2 schedule to, for example a 4/10 schedule, for a specific purpose and for a specific period of time.-.

A.D. The employees shall be allowed to sign up, within each classification, i.e. Patrol, Corporal, Sergeant, etc., by seniority. The Town shall determine prior to the posting of the shift, the specific makeup of that shift in regards to the numbers and types of classifications per shift.

B.E. In the event that a vacancy is created on one shift which is expected to last longer than thirty days, the Chief of Police may, in order to meet the needs of the department, modify or adjust the schedule, or make changes to the makeup of the shifts in regards to the numbers and types of classifications per shift. The town shall post for a period of three days the available vacancy to all members qualified to fill in the vacancy. The member with the most seniority within the vacant classification shall be given the opportunity to transfer to the vacancy.

G.F. Officers working on the 0000-0800 shift shall receive fifty cents (50¢) per hour shift differential increase to their normal hourly rates.

ARTICLE 5 - OVERTIME RATE OF PAY

A. All hours worked by permanent, full-time employees in excess of forty (40) hours in any one hundred and sixty-eight (168) hour work week or eight (8) hours in any one day shall be paid at a monetary rate of one and one-half (1½) times the base hourly rate. A day consists of beginning at 12:01 a.m. and ends at 11:59 p.m.

For purposes of this entire section, "hours worked" shall mean only hours actually worked by the employee. For the purposes of this entire section, "hours worked" shall not include:

1. Hours compensated for by sick leave.
2. Hours compensated for by bereavement leave.
3. Hours compensated for in accordance with Article 12, Outside Police Work.

Preference for overtime work shall be given first, to off-duty and available permanent full-time police officers. To ensure equality, as is current policy, a rotating file will be kept by the Chief or his designee. If an officer is awarded an overtime shift, that officer may work the shift, swap the entirety of the shift to another officer, or swap a portion of the shift with another officer. If a swap takes place, the employee who was originally awarded the shifts name will be checked off. Additionally, the original officer is responsible for covering the shift should the subject that they swapped with become unavailable. This may be accomplished by working the shift or finding another qualified replacement. These swaps must be reported to the administration and approved prior to the swap taking place.

Each employee shall be limited to a maximum of sixteen (16) hours of overtime work in any one hundred sixty-eight (168) hour period beginning Sunday at 12:01 am and ending Saturday at 12:00 midnight.

No employee may commence working a double shift unless at least sixteen (16) hours has elapsed since the officer ended a previous double shift.

The Town agrees to provide at least eight bargaining unit positions for permanent full-time police officers during the term of this contract and at least nine such positions in the event that the number of regular full-time police officers in the unit is at any point increased to nine. Accordingly, the Association agrees that the four shifts subject to American Arbitration Association awards dated June 1, 1983, and June 30, 1983, may be offered to part-time dispatchers and special police officers before being offered to full-time police officers.

B. The Town agrees to maintain a two (2) person minimum staffing utilizing unit members. The use of reserve officers may be used only after a shift or detail has been offered to all full-time employees first. Once a non-supervisory patrol shift or detail has been offered to all permanent officers and no permanent full-time officer takes the shift, or the detail, it may be filled with a reserve officer, Captain, or Deputy Chief, provided, however, that this shall only be done if the two officer minimum of permanent officers has been met. Shifts requiring a supervisor rank that have been offered and not accepted by a supervisor, may be filled by a Captain or the Deputy Chief. The Association agrees to give up any claim to the use of Reserve Officers ~~which has been scheduled~~ for shifts worked over and above the two man minimum between the dates of April 15th to September 30th.

C. Employees shall be paid for all overtime worked and there shall be no "compensatory time" allowed for hours worked except for the exceptions listed below:

- Hours accrued through individual training
- Hours accrued through departmental or supervisory meetings and/or departmental training.

Compensatory time will be allowed up to a maximum of sixteen (16) hours for the above-mentioned reasons. Said compensatory time must be used within the calendar year earned and cannot be carried over from one calendar year to the next. Compensatory time will be accrued on an hour for hour basis and not at the regular overtime rate, except for any compensatory time which is paid out. Compensatory time may only be utilized in such a manner as to not cause any overtime. At the option of management, hours spent at meetings and training may be designated as paid over time or comp time. Upon reaching a maximum of sixteen (16) hours of comp time, at the agreement of both parties, additional training requests may be handled on a case by case basis utilizing comp time over and above the sixteen (16) hour maximum. Any comp time granted over the 16 hour maximum must also be utilized within the calendar year.

ARTICLE 6 - OUTSIDE POLICE WORK

A. The Town agrees to pay the following rates, within two pay periods of the date when the work is performed, for outside special details assigned by the Chief of Police to permanent, full-time police officers off-duty and available for such duties, including private functions, dances, sporting and athletic events, road construction jobs and activities of a public assembly nature:
For any school function, the pay rate shall be \$35.00/hour, with a minimum of four (4) hours guaranteed per employee. For any municipal function, the pay rate shall be the overtime rate of the individual officer working that detail with a minimum of four hours guaranteed per employee. For any private function (paid solely by an entity other than the municipality), the pay rate shall be \$55.00/hour, with a minimum of four (4) hours guaranteed per employee.

B. The Chief of Police, or his designee, shall have the responsibility of assigning outside, special details to those officers off-duty and available. The Chief of Police shall make every reasonable effort to equalize assignments on such outside, special details. A weekly log of these assignments and the hours worked on same shall be maintained by the Chief of Police.

Preference for outside, special details assigned by the Chief of Police shall be given, first, to off-duty and available permanent full-time police officers, and secondly, to other special and part-time police officers.

ARTICLE 7- CALL BACK PAY

Employees called back to work for hours which are not annexed consecutively to one end or the other of the work shift shall receive a minimum of four (4) hours pay at time and one-half their base hourly rates of pay. This provision does not apply to scheduled overtime, holdover periods, nor to outside special details. As an exception to the call back provisions stated herein, the Department may schedule no more than four (4) department meetings not to exceed two (2) hours and members who attend on off-duty time shall receive three (3) hours pay at time and one-half their hourly rate.

ARTICLE 8 COURT TIME

Police Department personnel covered by this Agreement making an off-duty attendance at District Court, Superior Court, Civil Court or Motor Vehicle Hearings, shall be paid for all hours of actual court time at the rate of time and one half the employee's regular rate or a minimum of four (4) hours regardless of the number of appearances in different proceedings within that four (4) hour time period on the same day; and additionally receive reimbursement for use of personal vehicle at the rate per mile of travel paid by the State of Maine. No compensatory time will be permitted.

ARTICLE 9 - SENIORITY

A. A seniority list shall be established naming all the employees covered by this Agreement with the employee with the greatest seniority (years of service)

listed first. Seniority shall be based upon the employee's last date of hire. The list shall be made available to the Association.

B. Seniority shall be the governing factor in all matters affecting: promotion, transfer, recall and vacation preference provided the employees are equally qualified.

C. Seniority shall be the governing factor in reduction in work force.

D. In the event it becomes necessary for the Employer to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a two (2) calendar week advance notice of lay-off, and the Employer shall meet with the affected employees prior to the actual occurrence of lay-off. Employees shall be recalled from lay-off according to their seniority provided they are qualified to fill the position.

The affected employee has recall rights for eighteen (18) months from the date of such lay-off. The affected employee shall file in writing his or her then mailing address and telephone number, if any, with the Town Manager at his office and shall be obligated, as a condition of his recall rights for said eighteen (18) month period, to continue to inform the Town Manager in writing of any change thereafter. If the Town recalls any employee, they shall notify said employee by certified letter and said employee shall notify the Town in writing within fourteen (14) days of receipt of said letter if he/she wishes to return to work. Said employee will be required to report to work within twenty (20) days of giving notice to the Town of his/her desire to work.

ARTICLE 510 - MEAL PERIODS

All employees shall be granted a meal period during each work shift at the discretion of the Police Chief or his designated representative. Whenever possible, the meal period shall be scheduled at the middle of each shift. The term meal period shall be construed to mean thirty (30) minutes. Employees are subject to call during meal periods.

ARTICLE 6-11 – HOLIDAYS

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

- | | |
|------------------------|----------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Patriot's Day | Day after Thanksgiving Day |
| Memorial Day | 1/2 Day Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | Floating Holiday |

Employees hired prior to July 1, 2016 shall also receive Easter Day as a paid holiday.

- B. Holiday Pay: Eligible employees who perform no work on a holiday shall be paid holiday pay equal to eight (8) times their base hourly rate of pay.
- C. Holiday Work: If an employee works on any of the listed holidays he shall be paid one and one-half times the base hourly rate in addition to his holiday pay.
- D. If a holiday is observed while an employee is on vacation, he shall not be charged a vacation day for that day.
- E. The election to take holiday time in lieu of holiday pay must be made in writing prior to the first calendar day of the year.

Holiday hours may be taken as follows:

<u>Hire date</u>	<u># holiday hours allowed to comp</u>	<u>1/2 of time must be scheduled by</u>	<u>Notice given after 4/1 to use time</u>	<u>max allowed to cash in on 12/1</u>	<u>max allowed to rollover into new year</u>	<u>max new hours allowed if rolling time over</u>
<u>prior to 7/1/2008</u>	<u>116</u>	<u>1/31</u>	<u>3 days</u>	<u>58</u>	<u>40</u>	
<u>7/1/2008-6/30/2016</u>	<u>56</u>	<u>1/31</u>	<u>3 days</u>	<u>56</u>	<u>40</u>	<u>40</u>
<u>7/1/2016 forward</u>	<u>56</u>	<u>1/31</u>	<u>3 days</u>	<u>56</u>	<u>40</u>	<u>40</u>

~~For all employees hired prior to July 1, 2008 at the option of any employee, 116 hours of holiday time may be taken in lieu of pay for the 14½ enumerated holidays (116 hours) guaranteed during that year under Subsection A of this article. The election to take holiday time in lieu of holiday pay must be made in writing prior to the first calendar day of the year. Each employee who elects to take holiday time shall schedule at least one half (1/2) of all holiday time by April 1st and shall give at least three (3) calendar days advance notice for use of any remaining holiday time.~~

Effective January 1, 2009, holiday time may not be used during the so called blackout periods. These blackout periods shall include the three days prior to Memorial Day and Labor Day, and shall include the three days prior to and following July 4th (for a total of 12 black out days).

Any employee who resigns or retires from active duty with the Town at a time when he/she has used more holiday time than the number of enumerated holidays already celebrated in that year shall forfeit one day (8 hours) of accumulated sick/vacation leave for each eight hours of holiday time used. If, at the time of resignation or retirement, the employee doesn't have a large enough sick/vacation time balance to cover this payback of holidays the appropriate monetary adjustment will be made to his/her final paycheck.

~~Any employee hired after July 1, 2008 shall at the option of the employee take fifty-eight (58) hours of holiday time in lieu of pay for the enumerated holidays guaranteed during that year under Subsection A of this Article.~~

~~F. All employees who are entitled to holiday time may cash any unused time in on December 1st of each year. The maximum allowable time to be cashed in shall be fifty eight (58) hours. Employees shall be paid for any time that they cash in no later than two (2) pay periods from the date that this option is taken.~~

~~G. At the option of the employee, a maximum of forty (40) hours of accrued holiday time may be carried over from one calendar year to the next; provided, however, that any accrued holiday time carried over shall be scheduled by the employee as follows: one half by April 1st of the ensuing year and one half pursuant to the three (3) day advance notice rule described in subsection E above. For employees hired after July 1, 2008, only forty (40) hours of new holiday time may be accumulated during any year in which holiday time has been carried over.~~

ARTICLE 712 - SICK LEAVE

A. Sick leave shall accrue at the rate of one (1) day for each full calendar month of service beginning with the first full calendar month of employment. Sick time may be accumulated up to a maximum of ~~one hundred twenty (120)~~one hundred two days (102) days.

Sick leave may only be used when personal illness or physical incapacity renders an employee unable to perform the duties of this position unless the employee is capable of other work in the department and is assigned to such other work.

Employees who do not utilize sick days during the first six months of the calendar year or during the second six months shall be eligible for an additional vacation day for each six-month period where no sick leave is utilized. Employees who utilize no sick days during the entire calendar year shall be eligible for a third additional vacation day.

B. When possible, the employee shall notify the Chief of Police at least two (2) hours before the beginning of his scheduled shift as to his unexpected absence due to sick leave reasons.

C. The Chief of Police may call upon an employee on sick leave, at his/her discretion. Any sick leave usage which lasts three (3) consecutive days or more may require the employee to present a doctor's certificate and the Town will pay the cost of the medical certificate. In cases where the Police Chief suspects abuse of sick leave, the Police Chief shall notify the employee, in writing, that a doctor's certificate shall be required from the employee for all subsequent absences where sick leave is used before payment of sick leave may be made.

D. Employees hired prior to July 1, 2013 who have at least ten (10) years of service shall be compensated for seventy five (75%) of their accumulated unused sick leave, up to 90 days, when they are permanently separated from employment as a result of voluntary resignation or retirement. Employees hired on or after July 1, 2013 shall be compensated for fifty percent (50%) of their accumulated unused sick leave, up to 90 days, with at least ten (10) years or more of service when they are permanently separated from employment as a result of voluntary resignation or retirement. All employees with five (5) years of service, but less than ten years, shall receive twenty five percent (25%) of their accumulated sick leave upon separation. Any employee with less than five years of service shall not receive any cash value for unused sick leave. In the event of the death of the employee, the employee's designated beneficiary will receive the compensation as herein mentioned above.

E. Family Sick

The Town will abide by the State and Federal Family and Medical Leave Acts. Forty (40) hours of sick leave annually may be used for the care of an employee's ill or injured spouse, parent, or child(ren) and/or step children. Employees may use up to 24 hours of family sick leave and still be eligible for the additional vacation day incentive provided for in Section A of this Article.

F. Sick Leave Bank

The town shall establish an employee sick and vacation donation program for members of the police department that enables members of the department to donate a portion of their accrued sick or vacation time to other employees in need. In order to be eligible for an award of donated sick or vacation time, employees must have completed their probationary period; be on approved medical leave; have qualified for income protection; have exhausted all accrued paid leave and income protection time, and not be receiving compensation through workers compensation or social security disability insurance. Hours of accrued sick or vacation time are donated on a purely voluntary and confidential basis by employees. Employees who intend to donate must maintain a balance of twelve (12) sick days and ten (10) vacation days for personal use. Any employee who wishes to make a sick or vacation leave donation to the sick bank should contact the Human Resources Manager to determine eligibility and to fill out the necessary written authorization. Any single employee who makes application for sick bank usage shall not receive more than sixty (60%) percent of time in the bank.

ARTICLE 8 - SENIORITY-now Article 9

~~A. A seniority list shall be established naming all the employees covered by this Agreement with the employee with the greatest seniority (years of service)~~

~~listed first. Seniority shall be based upon the employee's last date of hire. The list shall be made available to the Association.~~

~~B. — Seniority shall be the governing factor in all matters affecting: promotion, transfer, recall and vacation preference provided the employees are equally qualified.~~

~~C. — Seniority shall be the governing factor in reduction in work force.~~

~~D. — In the event it becomes necessary for the Employer to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a two (2) calendar week advance notice of lay off, and the Employer shall meet with the affected employees prior to the actual occurrence of lay off. Employees shall be recalled from lay off according to their seniority provided they are qualified to fill the position.~~

~~The affected employee has recall rights for eighteen (18) months from the date of such lay off. The affected employee shall file in writing his or her then mailing address and telephone number, if any, with the Town Manager at his office and shall be obligated, as a condition of his recall rights for said eighteen (18) month period, to continue to inform the Town Manager in writing of any change thereafter. If the Town recalls any employee, they shall notify said employee by certified letter and said employee shall notify the Town in writing within fourteen (14) days of receipt of said letter if he/she wishes to return to work. Said employee will be required to report to work within twenty (20) days of giving notice to the Town of his/her desire to work.~~

ARTICLE 9-13 - ANNUAL VACATIONS

- A. Permanent, full-time employees hired prior to July 1, 2016 shall be allowed annual vacations with pay based upon the following schedule:
- After being employed one (1) continuous year = eighty (80) hours
 - After being employed two (2) continuous years = ninety-six (96)
 - After being employed three (3) continuous years = one hundred twelve (112) hours
 - After being employed four (4) continuous years = one hundred twenty-eight (128) hours
 - After being employed five (5) continuous years = one hundred forty-four (144) hours
 - After being employed ten (10) continuous years = one hundred sixty (160) hours
 - After being employed twenty (20) continuous years = two hundred (200) hours

YEARS OF CONTINUOUS SERVICE (BEGINNING ACCRUAL)	MAXIMUM ANNUAL VACATION HOURS ACCUMULATION	HOURS OF VACATION ACCRUED PER WEEKLY PAY PERIOD
Date of hire through 2 nd year	80 hours	1.538 hours
Beginning 3 rd year	96 hours	1.846 hours
Beginning 4 th year	112 hours	2.154 hours
Beginning 5 th year	128 hours	2.462 hours
Beginning 6 th year through completion of 10 th year	144 hours	2.769 hours
Beginning 11 th year through completion of 20 th year	160 hours	3.077 hours
Beginning 21 st year through retirement	200 hours	3.846 hours

Employees hired July 1, 2016 forward, shall begin accruing eighty (80) hours vacation time annually upon date of hire. Accrued vacation time cannot be used in the first six (6) months of employment without written approval of the Police Chief.

~~B. Vacations shall be scheduled by the Police Chief with due regard to seniority. One half (½) of the vacation time earned by the employee during the calendar year shall be scheduled by the employee prior to April 1st of that year. It is the intent that the officer will take the vacation as submitted unless some event occurs beyond the control of the officer.~~

~~D. Effective January 1, 2009 during the summer schedule, as defined in Article 39, only three weeks of time may be taken off by any one employee until all employees have had an opportunity to lock in their time. Time off that consists of five days will be given priority over time off consisting of one to four days off when initially requesting the three week time off. Once each employee has had the opportunity to submit their three weeks of time off, additional time off may be requested subject to seniority. During this period, only one officer can be off per shift in a 24 hour period provided that no more than two of these employees hold a supervisory rank. This paragraph shall not pertain to the position of Detective, Detective Sergeant or Lieutenant. Time off scheduled by employees holding these positions shall not be counted towards the three employees allowed time off in a 24 hour period. No time off shall be permitted during the blackout periods as referred to in Article 6. The Chief may at his discretion allow any time off requested during the blackout periods based on seniority.~~

E.C. Employees hired prior to July 1, 2016 may carry over up to twenty-five (25) days of accumulated vacation time from one year into the next year. Employees hired July 1, 2016 forward, may carry over up to fifteen (15) days of accumulated vacation time from one year into the next year.

ARTICLE 14 - PERSONAL LEAVE TIME

All police personnel covered by this Agreement shall be entitled to the following temporary non-cumulative leaves of absence with full pay:

For employees hired prior to July 1, 2016:

- Thirty two (32) hours of personal leave. Application shall be made to the Chief of Police or his designee in writing at least three (3) days before taking such leave (except in the case of emergency). No deduction to applicant's sick time shall be made for taking personal leave time hereunder and the time compensated for personal leave shall be considered hours worked for purposes of overtime under this contract. Personal hours may be used in hourly increments. Personal hours do not accumulate year to year.

For employees hired July 1, 2016 forward:

- Sixteen (16) hours of personal leave. Application shall be made to the Chief of Police or his designee in writing at least three (3) days before taking such leave (except in the case of emergency). No deduction to applicant's sick time shall be made for taking personal leave time hereunder.
- Personal hours may be used in hourly increments. Personal hours do not accumulate year to year.

ARTICLE 15 - BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, employees may be granted a leave of absence with pay of up to forty (40) hours. Immediate family is defined as an employee's spouse, domestic partner, parent, child/stepchild, brother, sister, and/or grandparents. In the event of the death of an employee's father-in-law, mother-in-law, brother-in-law, and/or sister-in-law, the employee may be granted up to twenty-four (24) hours leave of absence with pay. This leave is intended for use during the days that fall within the family member's time of death and the day after the funeral. This leave may also be used for delayed burials/services with the prior approval of the departmental supervisor. Additionally, up to twenty-four (24) hours sick leave may be used by the member in the event of the death of any of the above.

ARTICLE 9A-16 – TIME OFF PROVISIONS

- A. The Town agrees to accept all requests for use of time off under Articles 65, 911, & 1613, & 14, on the basis of seniority, except as provided in Section B of this Article, in order to assure time off to all employees, provided that minimum manning of all shifts is assured.

A.B. One half (½) of all vacation and holiday comp time earned by the employee during the calendar year shall be scheduled by the employee prior to January 31st of that year. It is the intent that the officer will take the vacation as submitted unless some event occurs beyond the control of the officer. Time off submitted during this period will be granted on the basis of seniority, except that periods of time off consisting of five days or more will be given priority over time off consisting of one to four days off. Once all time off has been submitted and approved, this time may not be subject to any "bumping rights" regardless of seniority. A schedule of all approved time off during this period will be posted in a conspicuous manner no later than the last day of February. Employees will be limited to only three (3) weeks of time off during the summer schedule as defined in Article 4. Once all employees have had an opportunity to lock in their time off, additional requests for time off may be requested subject to seniority. During this time period only one officer can be off per shift in a 24-hour period provided that no more than two (2) of these employees hold a supervisory rank. This paragraph shall not pertain to the positions of Detective, Detective Sergeant or Lieutenant. Time off scheduled by these employees shall not be counted towards the three (3) employees allowed time off in a 24-hour period. No time off shall be allowed during the blackout periods as referred to in Article 11. The Chief may at his discretion allow any time off requested during the blackout periods based on seniority.

C. Requests for time off outside of the initial window period shall be handled in the following manner:

~~The most senior employee on a shift requesting use of time off will be allowed to take that time subject to the provisions of this Article. Should additional employees request use of time off on the same shift; the second most senior employee making the request will be permitted to take the time off if a qualified volunteer replacement can be found. No further requests for use of time off will be allowed for that shift. Every effort will be made by the Town to accommodate a request for use of time off consistent with the provisions of this Article. Notwithstanding the requirements of this Article, the Chief of Police or his designee may (a) deny the use of time off to meet emergencies; (b) require employees to work overtime in order to meet emergencies or to fill the shift of the first employee on a shift requesting use of time off; or (c) at their discretion, waive the requirements of the Article for use of time off and approve requests for use of time off.~~

F. Any request made and approved more than thirty (30) days in advance will not be subject to "bumping rights" regardless of seniority or type of day off. For any day off request made in under a thirty (30) day period, preference shall be first given to personal day requests, and then seniority shall be the deciding factor, except in instances when a personal day request would create a conflict for a request consisting of four (4) or more consecutive days off.

ARTICLE 10 - BEREAVEMENT LEAVE ~~moved to Article 15~~

~~In the event of a death in the employee's immediate family, employees may be granted a leave of absence with pay of up to forty (40) hours. Immediate family is defined as an employee's spouse, domestic partner, parent, child/stepchild, brother, sister, and/or grandparents. In the event of the death of an employee's father in law, mother in law, brother in law, and/or sister in law, the employee may be granted up to twenty four (24) hours leave of absence with pay. This leave is intended for use during the days that fall within the family member's time of death and the day after the funeral. This leave may also be used for delayed burials/services with the prior approval of the departmental supervisor. Additionally, up to twenty four (24) hours sick leave may be used by the member in the event of the death of any of the above.~~

ARTICLE 11 - OUTSIDE POLICE WORK ~~moved to Article 6~~

~~A. The Town agrees to pay the following rates, within two pay periods of the date when the work is performed, for outside special details assigned by the Chief of Police to permanent, full-time police officers off duty and available for such duties, including private functions, dances, sporting and athletic events, road construction jobs and activities of a public assembly nature: For any school function, the pay rate shall be \$25.00/hour, with a minimum of four hours guaranteed per employee. For any municipal function, the pay rate shall be the overtime rate of the individual officer working that detail with a minimum of four hours guaranteed per employee. For any private function (paid solely by an entity other than the municipality), the pay rate shall be \$45.00/hour or the overtime rate of the highest paid union member, whichever amount is greater, with a minimum of four hours guaranteed per employee.~~

~~B. The Chief of Police, or his designee, shall have the responsibility of assigning outside, special details to those officers off duty and available. The Chief of Police shall make every reasonable effort to equalize assignments on such outside, special details. A weekly log of these assignments and the hours worked on same shall be maintained by the Chief of Police.~~

~~Preference for outside, special details assigned by the Chief of Police shall be given, first, to off duty and available permanent full-time police officers, and secondly, to other special and part-time police officers.~~

ARTICLE ~~12-17~~ - INSURANCE AND RETIREMENT

A. A comprehensive health insurance plan is available to regular full time employees. The Town will pay eighty percent (80%) of the premium cost of this coverage for the employee and his/her qualifying dependents. The Town may offer more than one plan choice to employees. The Town agrees that the MMEHT (Maine Municipal Employees Health Trust) Comprehensive Point of

Service (POS C) plan or equivalent will be offered as a choice to full time employees. An employee may only change to another plan during the Open Enrollment period. Employees may change coverage type (single, emp/spouse, etc) for qualifying events at the time of the qualifying event.

Each employee covered under this bargaining agreement will pay twenty percent (20%) of the premium cost for their individual health insurance plan. Eligibility for our group health insurance plan is determined according to the guidelines set forth by the health insurance plan administrator. Employees who choose not to enroll under our group health insurance plan and who can provide documentation that they have health insurance coverage under a spouse/partner's plan may be eligible to receive cash-in-lieu-of this benefit. Employees who are eligible for the in-lieu-of benefit will receive twenty-five percent (25%) of the Town's share of annual single rate premium from the POS plan. Cash-in-lieu payments will be made on a weekly basis through regular payroll processing. Any cash-in-lieu payments will be taxed in conjunction with an individual's regular gross taxable earnings.

B. The Town agrees to provide a dental insurance plan for the employees covered by this unit. The Town agrees to provide fifty percent (50%) payment for said dental insurance plan. For example: depending upon each employee's legal status, the Town will pay fifty percent (50%) family coverage, or fifty percent (50%) employee and spouse coverage, or fifty percent (50%) single employee coverage. The employee's share shall be paid through payroll deduction. The Town will provide coverage under the Maine Municipal Employees Health Trust Dental Plan A or equivalent.

C. On behalf of unit members, the Town shall contribute a percentage of an individual's gross earnings to either the Maine Public Employees Retirement System (MainePERS, formerly known as the Maine State Retirement System) OR to the International City Management Retirement Corporation (ICMA). The system to which contributions are made is dependent on an individual employee's preference and personal choosing.

If an employee chooses to enroll under the ICMA plan, the Town will contribute six (6%) percent of an individual's gross earnings to their plan. In addition to this employer portion, the employee has the option of contributing to the plan as well (up to the annual percentage limits set forth by the ICMA plan). Participants are fully responsible for any fees assessed by the Plan and are responsible for choosing from among a number of investment options.

If an employee chooses to enroll under MainePERS, both the participant's portion and the Town's matching contributions will be determined and set by MainePERS. Unit employees hired prior to October 12, 1992 shall be enrolled in MainePERS Plan 1C which allows a police officer to retire after twenty years of

service. Any unit member hired on or after October 12, 1992 shall be enrolled in MainePERS Plan 3C

Employee contributions for either plan will be withheld through payroll deductions. The Town is not liable for any tax implications to individual plan participants.

Unit members may enroll in either or both plans. However, the Town will only pay into one retirement plan on an individual employee's behalf.

D. The Town shall continue to maintain with the Maine Public Employees Retirement System the option allowing the purchase of military time.

E. The Town currently provides income protection coverage (i.e., short term disability insurance) to all full time employees through the Maine Municipal Employees Health Trust. The Town currently pays to insure each employee for fifty-five percent (55%) of his/her base pay. Employees may choose a coverage level higher than the fifty-five percent (55%) and may pay the additional premium for this coverage through a weekly payroll deduction.

It shall be the employees' responsibility to complete and submit all claim forms in accordance with the rules and requirements of the insurer and/or plan administrator. Employees may obtain copies of the applicable forms and instructions from the Town's Human Resource Office upon request. All determinations regarding eligibility for benefits will be made by the insurer and/or the plan administrator. Any dispute between an employee and the insurer and/or plan administrator regarding this benefit shall not be the subject of a grievance under this Agreement.

Employees who are eligible to receive Short Term Disability benefits will receive sick time pay during the benefit eligibility waiting period. Thereafter, they will receive the percentage of pay covered by this benefit for the duration of the disability coverage period. All Short Term Disability eligible employees will also be given the option of using their accumulated sick time as an offset to the 45% or 30% not covered by this benefit. The amount received between the Short Term Disability payments and an employee accumulated sick time shall not exceed the employee's base weekly wage during the duration of their disability. Any sick time paid out during an employee's period of disability will be processed through the Town's payroll system.

F. Employees not participating in the MEPERS shall be reimbursed up to one percent (1%) of base wage in the initial year of employment and up to one percent (1%) of W-2 wages earned thereafter for payment towards the purchase of disability insurance.

G. Employees who are covered by this Agreement and who are injured on the job shall receive for each day they are absent from work due to such injury in

addition to compensation paid or payable under the Workers' Compensation Act an amount equal to the difference between such payments and eight (8) times their hourly wage provided the officer was not acting in a negligent manner or in violation of any departmental rule when the injury occurred. These payments shall continue until the employee is returned to active duty or separated from employment but not longer than 365 days for any one injury. Absence because of such injuries shall not be charged to accumulated sick leave.

H. All full-time employees have the option of enrolling in our group life insurance plan. The Town will pay the basic life insurance premium (equaling 1x an individual's annual salary) for these employees. Any supplemental life insurance coverage that an employee chooses will be paid by the employee through regular payroll deduction.)

I. Retirement Health Savings:

Effective July 1, 2020, the Town shall set up a Retirement Health Savings Account ("RHSA") for employees with employee contributions being made per the schedule outline below. It is anticipated that the RHSA will be administered through ICMA.

- Participation is required of each employee
- The Town will make a one-time \$350 payment to each members' individual RHS account for each member employed on July 1, 2020.
- Sick leave accruals will be adjusted as follows:
 - Reduce maximum allowed to 720 hours
 - Each employee who as of July 1, 2020, has sick leave accruals above 720 hours will have 75% of the hours in excess of 720 hours put into RHS account. This will bring their balance to 720 hours.
 - Annually, each employee who as of December 31, has an accrual balance between 784 and 816 hours will have the cash value of 50% of the hours exceeding 720 deposited into his/her RHS account and will have their accrual balance reduced to 720 hours. Each employee who has an accrual balance between 720.01 and 783.99 hours, will have their accrual balance reduced to 720 hours, with 0% of excess sent to RHS.
- Vacation time accruals will be adjusted as follows:
 - Annually, each employee who, as of December 31, has an accrual balance over 200 hours will have the cash value of

hours exceeding 200 hours, up to a maximum of 50 hours deposited into his/her RHS account.

- Holiday Comp
 - Annually, each employee as of December 31 will have the cash value of all accrued hours in excess of 40 hours deposited into his/her RHS account.
- Personal time
 - Annually, the cash value of each employee's unused personal time hours as of December 31 will be deposited into his/her RHS account.
- Separation
 - Upon Separation each employees will opt to have the cash value of either 20%, 50% or 100% of all accrual benefits they are entitled to receive deposited into his/her RHS account.
 - All paid out time is reported to MainePERS
 - All separated employees will receive a 1095 tax form for the Affordable Care Act

ARTICLE 13-18 - EMPLOYMENT

A. Employees shall serve a probationary period of twelve (12) months. Except as provided below, time served at the Maine Criminal Justice Academy Basic Law Enforcement Training Program shall not count towards the twelve (12) month probationary period. For employees that are hired who have graduated the Maine Criminal Justice Academy or who have attendance at the Academy waived by the Academy Directors, the probationary period shall be twelve (12) months from date of hire. Under no circumstances, however, shall any employee's probationary period last longer than eighteen (18) months. All employees who have worked said one (1) year period and have satisfactorily completed their probationary period shall be classified as permanent, full-time police officers and the probationary period shall then be considered as part of their seniority time.

Termination of employment during the probationary period shall not be subject to the grievance procedure of this contract. The probationer shall be covered by all other benefits of this contract after six (6) months from date of hire. Employees who are promoted within this unit shall serve a probationary period of six (6) months. Demotions during this probationary period shall not be subject to the grievance procedure of this contract. The probationer shall be covered by all other benefits of this contract.

occurrence or within ten (10) days from the time the member had knowledge of the grievance. The department head shall respond to the Association or member, in writing, within ten (10) calendar days.

Step 2 - If the grievance still remains unadjusted, it shall be presented, in writing, within ten (10) calendar days after the response of the department head is due, by the Association to the Town Manager. The Town Manager shall respond to the Association within ten (10) calendar days.

Step 3 - If the grievance is still unsettled, either party may, within twenty-five (25) working days after the reply of the Town Manager is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the Association within ten (10) calendar days after notice has been given. If the parties are unable to agree to a single arbitrator or to utilize the services of the Maine Board of Arbitration Association, either side may request the services of the American Arbitration Association, in accordance with the American Arbitration rules. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be required to issue his decision within (30) days after the conclusion of the testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employee and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. Grievances initiated by the employer shall be processed in the same manner.

B. Processing Grievances during Working Hours - The Association may investigate and process grievances during working hours without loss of pay but in no case shall such time off exceed a total of two (2) hours per week for investigation except with the permission of the Police Chief.

ARTICLE 16 - OVERTIME RATE OF PAY moved to Article 5

~~C. — All hours worked by permanent, full-time employees in excess of forty (40) hours in any one hundred and sixty-eight (168) hour work week or eight (8) hours in any one day shall be paid at a monetary rate of one and one-half (1½) times the base hourly rate. A day consists of beginning at 12:01 a.m. and ends at 11:59 p.m.~~

~~For purposes of this entire section, "hours worked" shall mean only hours actually worked by the employee. For the purposes of this entire section, "hours worked" shall not include:~~

~~4. — Hours compensated for by sick leave.~~

B. Any rehired police officer, regardless of whether he or she has already served the probationary period, shall be required to serve another probationary period and shall not be entitled to prior seniority rights. The Town Manager may grant a leave of absence to any employee and during the period of absence, the employee shall not lose his/her seniority rights. During a leave of absence, the employee shall not accept employment elsewhere unless permission is obtained from the Town Manager.

C. All persons appointed to the position of probationary police officer shall live within a twenty (20) mile radius of the Old Orchard Beach Police station. This section shall also apply to all permanent, full-time police officers.

D. All new police officers, including rehired police officers, shall have a physical examination prior to employment. All employees shall have a physical examination at least every two (2) years. The Police Chief can require a physical examination of any employee at any time. Physicians for all examinations under this subsection shall be graduated from a Class A medical school, and are to be selected by the employee subject to the objection of the Town stated in advance with respect to any particular physician. The cost for all examinations under this subsection shall be absorbed by the Town, less insurance provided. Report of these examinations shall be made to the Police Chief on forms provided by the Town and the same shall become a part of the employee's personnel record. Should the employee refuse a physical examination at the request of the Police Chief, he will be summarily suspended, without pay, until the examination is completed.

ARTICLE 14-19 - DISCIPLINE AND DISCHARGE

A. The Town shall furnish each new employee with a copy of all existing work rules upon employment and shall update working rules each year for distribution to all permanent, full-time employees. Any violation of the Departmental Rules and Regulations may constitute grounds for discipline and discharge. It will be the responsibility of employees to read the bulletin board or memoranda daily for working rules and amendments thereto.

ARTICLE 15-20 - SETTLEMENT OF DISPUTES

A. Grievance and Arbitration Procedure: Any dispute which arises between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1 - Any grievance shall be presented in writing by a member of the Association to the department head within ten (10) calendar dates of its

~~5. — Hours compensated for by bereavement leave.~~

~~6. — Hours compensated for in accordance with Article 12, Outside Police Work.~~

~~Preference for overtime work shall be given first, to off-duty and available permanent full-time police officers. To ensure equality, as is current policy, a rotating file will be kept by the Chief or his designee. If an officer is awarded an overtime shift, that officer may work the shift, swap the entirety of the shift to another officer, or swap a portion of the shift with another officer. If a swap takes place, the employee who was originally awarded the shift's name will be checked off. Additionally the original officer is responsible for covering the shift should the subject that they swapped with become unavailable. This may be accomplished by working the shift or finding another qualified replacement. These swaps must be reported to the administration and approved prior to the swap taking place.~~

~~Each employee shall be limited to a maximum of sixteen (16) hours of overtime work in any one hundred sixty-eight (168) hour period beginning Sunday at 12:01 am and ending Saturday at 12:00 midnight.~~

~~No employee may commence working a double shift unless at least sixteen (16) hours has elapsed since the officer ended a previous double shift.~~

~~The Town agrees to provide at least eight bargaining unit positions for permanent full-time police officers during the term of this contract and at least nine such positions in the event that the number of regular full-time police officers in the unit is at any point increased to nine. Accordingly, the Association agrees that the four shifts subject to American Arbitration Association awards dated June 1, 1983, and June 30, 1983, may be offered to part-time dispatchers and special police officers before being offered to full-time police officers.~~

~~D. — The Town agrees to maintain a two (2) person minimum staffing utilizing unit members. The use of reserve officers may be used only after a shift or detail has been offered to all full-time employees first. Once the shift or detail has been offered to all permanent officers and no permanent full-time officer takes the shift, the shift or detail may be filled with a reserve officer. This shall only be done if the two-officer minimum of permanent officers has been met. The Association agrees to give up any claim to the use of Reserve Officers which has been scheduled for shifts worked over and above the two-man minimum between the dates of April 15th to September 30th.~~

~~C. — Employees shall be paid for all overtime worked and there shall be no "compensatory time" allowed for hours worked except for the exceptions listed below:~~

- ~~• — Hours accrued through individual training~~

- ~~Hours accrued through departmental or supervisory meetings and/or departmental training.~~

~~Compensatory time will be allowed up to a maximum of sixteen (16) hours for the above mentioned reasons. Said compensatory time must be used within the calendar year earned and cannot be carried over from one calendar year to the next. Compensatory time will be accrued on an hour for hour basis and not at the regular overtime rate, except for any compensatory time which is paid out. Compensatory time may only be utilized in such a manner as to not cause any overtime. At the option of management, hours spent at meetings and training may be designated as paid over time or comp time. Upon reaching a maximum of sixteen (16) hours of comp time, at the agreement of both parties, additional training requests may be handled on a case by case basis utilizing comp time over and above the sixteen (16) hour maximum. Any comp time granted over the 16 hour maximum must also be utilized within the calendar year.~~

ARTICLE 17-21 GENERAL PROVISIONS

- A. The provision of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race color, creed, national origin or political affiliation. The Association shall share equally with the employer the responsibility for applying this provision of the Agreement.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender issued, it shall be construed to include both male and female employees.
- C. The Town and the Association both mutually agree to not interfere with the rights of the other with regard to:
- Town and Association activities.
- D. The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 18-22 - BULLETIN BOARD

The Employer agrees to furnish and maintain a suitable bulletin board in the squad room. The Association shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE 19-23 - ASSOCIATION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

A. The employer agrees that during work hours on the Town's premises and without loss of pay, providing it does not impose any hardship on the employer and is done within a period of time that will not infringe upon the employee's duties and responsibilities to the Town, the Association representative shall be allowed to:

1. Post Association notices
2. Distribute Association literature
3. Transmit communications, authorized by the Association or its President, to the Town
4. Consult with the employer, his representative, local Association officers or other Association representatives from the State, County and National unit concerning the enforcement of any provisions of this Agreement
5. Investigate grievances subject to the limitations set forth in Article ~~1520~~, Section B
6. Attend negotiating meetings
7. Association Activities listed in Sections 1, 2, 3, and 4 shall be limited to two hours per week. Section 5 shall be limited as stated

ARTICLE 20-24 - POLITICAL ACTIVITY

Police Department employees of the Town are expected to exercise their legal rights as citizens to vote except that they will not engage in any political activities insofar as Town government is concerned and shall not participate in town election campaigns or hold any town elected office or position. Any employee choosing to become a candidate for a town elected office will be expected to first resign from the service of the Town.

ARTICLE 21-25 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

A. The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The Association acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.

B. When existing rules are changed or new rules are established, providing such rules do not conflict with this Agreement, they shall be posted prominently on all bulletin boards for a period of three (3) consecutive working days before becoming effective.

C. The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become

effective. New employees shall be provided with a copy of the rules at the time of hire.

ARTICLE 22-26 - UNIFORMS AND PROTECTIVE CLOTHING

If any employee is required to wear uniform, protective clothing or any type of protective device (including but not limited to riot clothing and protective vests) as a condition of employment, such uniform, protective clothing or protective device and accessories and accouterments shall be furnished by the Town to the employee. The cost of maintaining the protective clothing, device, uniform, accessories and accouterments in proper working condition shall be paid by the Town. The Town agrees to provide the Detectives with a plain clothes allowance of up to \$250.00 per year. Said clothing and method of payment shall be approved by the Chief of Police or his/her designee. It will be the responsibility of the Detectives to maintain and clean the plain clothes purchased as part of this allowance.

ARTICLE 23-27 - STRIKES AND SLOWDOWNS PROHIBITED

A. The Association agrees that during the term of this Agreement, neither it nor its officers or members will engage in, 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 normal working of the department of other Town Departments, The Town agrees that there will be no lockouts during the term of this Agreement.

B. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such duties and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the Town.

ARTICLE 24-28 - SAVING CLAUSE

If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 25-29 – PAY SCALE

Wage rate negotiated and agreed to by both parties shall become part of this contract and attached to this document as Exhibit #1.

At the sole discretion of the Town, newly hired officers may be placed up to the level of the 10 year step in the wage scale for qualified candidates. A qualified candidate is defined as one who has graduated from the Maine Criminal Justice Academy Basic School, or has a waiver from the Maine Criminal Justice Academy Board of Trustees.

Advancement in the scale in such circumstances will continue as if the employee had completed the years of service at the place in the wage scale they were placed in at hire. Any employee hired as a "lateral" entry according to this section shall accrue vacation at a rate that is reflective of the years of service at the placement step on the wage scale. All other seniority and benefit issues shall be based on the actual date of hire, unless otherwise specified within this agreement.

ARTICLE 26 COURT TIME moved to Article 8

~~Police Department personnel covered by this Agreement making an off-duty attendance at District Court, Superior Court or Motor Vehicle Hearings, shall receive a minimum of three (3) hours pay at time and one-half their base hourly rate for each such attendance and additionally receive reimbursement for use of personal vehicle at the rate per mile of travel paid by the State of Maine. No compensatory time will be permitted.~~

ARTICLE 27-30 - OFF-DUTY INJURIES

If a police officer, while off-duty, responds to a law enforcement type situation and gets injured while doing so, the Town shall assume responsibility for, and pay for, all medical, surgical and hospital expenses and any wages which might be lost as a result thereof. The police officer shall, however, seek payment or reimbursement for these expenses and wages from any insurance policy available to cover the same. In the first instance, the police officer will seek coverage through the workers compensation system, and then if necessary move to other forms of insurance that may be available, like disability insurance and general health insurance.

ARTICLE 28 - PERSONAL LEAVE TIME-now Article 14

~~All police personnel covered by this Agreement shall be entitled to the following temporary non-cumulative leaves of absence with full pay:~~

~~For employees hired prior to July 1, 2016:~~

- ~~• Thirty two (32) hours of personal leave. Application shall be made to the Chief of Police in writing at least three (3) days before taking such leave (except in the case of emergency). No deduction to applicant's sick time shall be made for taking personal leave time hereunder and the time compensated for personal leave shall be considered hours worked for purposes of overtime under this contract. Personal hours may be used in hourly increments. Personal hours do not accumulate year to year.~~

~~For employees hired July 1, 2016 forward:~~

- ~~Sixteen (16) hours of personal leave. Application shall be made to the Chief of Police in writing at least three (3) days before taking such leave (except in the case of emergency). No deduction to applicant's sick time shall be made for taking personal leave time hereunder.~~
- ~~Personal hours may be used in hourly increments. Personal hours do not accumulate year to year.~~

ARTICLE 29-31 - LEGAL AID AND PROTECTION

The Town shall provide police professional liability coverage for members covered by this Agreement to the extent and limits stated in such policy of insurance. Such insurance policy shall cover the member when sued for damages as a result of acts as stated, defined and limited in said policy which arise out of and in the regular course of duty. The Town agrees to indemnify police officers for claims and suits which may arise which exceed the liability limits of the police liability policy within the same limitations as the police liability policy and provided that there is no willful negligence on behalf of the officers who are sued or against whom litigation is filed.

- The limits of liability coverage as stated in said policy meet or exceed the following limits:

Each Person	Policy Period Aggregate
\$1,000,000	\$1,000,000

ARTICLE 30-32 - TRAINING

The Town will provide forty (40) hours of training per year for full-time members of this unit. Employees will be paid at the regular rate of pay for the time spent at the training sessions.

Notwithstanding Article 4 and Article ~~16-5~~ of this Agreement, any vacancy created by training may be filled by an officer at straight time pay to the extent permitted by applicable wage and hour laws.

ARTICLE 31-33 - MEMBERS' RIGHTS

- A. Investigation of Police Misconduct
 - 1. Members of the Old Orchard Beach Police Department hold a unique status as police officers, and the security of the Town and its citizens depends to a great extent upon the manner in which

members of the department perform their many duties, of contacts and relationships with the public. Out of such contacts and relationships may arise questions concerning the action of members of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority. To insure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established:

a. The interrogation will be conducted at a reasonable time taking into consideration the working hours of the members and the legitimate interests of the department. The officer conducting the interrogation shall advise the member that an official investigation is being conducted. The investigating officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interrogated is a witness only, he shall so be informed.

b. In any case in which a police officer has been identified as a suspect in a criminal investigation, the so-called Garrity Warning shall be given to the member concerned, prior to the commencement of any questioning. The Garrity Warning shall be as follows:

“Officer, you are being questioned as part of an official investigation of the Old Orchard Beach Police Department. You will be asked questions relating to the performance of your official duties and conduct. You are entitled to assert your Fifth Amendment rights during the investigation. If you do so, you may be subject to suspension, termination or some other appropriate penalty. If you decide not to invoke the Constitutional privilege, anything said of an incriminating nature may not be used against you in a criminal proceeding.”

The interrogation shall be tape-recorded and the tape shall be preserved by the investigating officer until the investigation is completed and all charges are dropped or processed to conclusion. At his request, the member or his attorney may listen to, transcribe, or copy all or any portion of the tape.

The interrogation shall be conducted with as much confidentiality as possible. The interrogation of a member suspected of violating Departmental rules and regulations shall be limited to questions which are directly, narrowly and specifically related to the member's performance as it related to the alleged violation.

c. If the member is under arrest or is likely to be, that is, if he is suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.

d. In all cases in which a member is interrogated concerning a violation of Departmental rules and regulations which, if proven, would be likely to result in his removal from the department, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Association before being interrogated, and his attorney and/or a representative of the Association may be present during the interrogation.

e. The taking of a polygraph examination is voluntary. If the member under investigation is requested and agrees to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination. If a member is requested to submit to any other type of test, he or she will be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test if available.

f. The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.

B. Disciplinary Proceedings - Any member who is charged with a violation of Department rules and regulations, incompetence, misconduct, negligence, insubordination, disloyalty, or other serious disciplinary infraction may request a hearing provided such request is made in writing and delivered to the Chief or his representative no more than five (5) days after the date when the charge was made.

The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. The hearing, which shall be before the Chief, or in his absence or incapacity, the acting Chief, shall be informal in nature. The member may be accompanied by legal counsel or a representative of the Association. The member shall have the right to confer with his representative at any time during the hearing and shall have the right to have his representative speak on his behalf. Failure to follow the entire Members' Rights procedure shall result in dismissal of all charges, with prejudice, and destruction of all related records. Any disciplinary action taken against a member shall be subject to the grievance procedure.

C. Personnel Files - Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other Town officials, in connection with official business, and in accordance with state and federal laws, except upon legally authorized subpoena or written consent of the member.

Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the department. A member shall have the right to make duplicate copies for his own use. No records shall be withheld from a member's inspection. A member shall have a right to have added to his personnel file a written refutation of any material which he considers detrimental.

No written reprimand which has not previously been the subject of a hearing shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's personnel file, he shall also include the reply.

ARTICLE 32 - CALL BACK PAY-moved to Article 7

~~Employees called back to work for hours which are not annexed consecutively to one end or the other of the work shift shall receive a minimum of four (4) hours pay at time and one half their base hourly rates of pay. This provision does not apply to scheduled overtime, holdover periods, nor to outside special details. As an exception to the call back provisions stated herein, the Department may schedule no more than four (4) department meetings not to exceed two (2) hours and members who attend on off duty time shall receive three (3) hours pay at time and one half their hourly rate.~~

ARTICLE 33-34- EDUCATIONAL INCENTIVE PLAN

- A. To encourage professional and academic development, the Town agrees to implement an educational incentive plan as set forth in this section. Any permanent employee who is a member of the bargaining unit shall be entitled to receive additional annual compensation based on the level of educational degree obtained based as follows: Associate's Degree = \$1000/year or Bachelor's Degree = \$1,500/year. There shall be no annual incentive payout for members who have only partially completed a degree program.) Payments under this Article shall be in addition to base pay and shall be made during the first pay period in December of each calendar year.
- B. Any employee who obtains or maintains a level of EMT shall be entitled to receive a one-time payout of \$500.00 per year that the license is maintained. Payments under this article shall be in addition to base pay and shall be made during the first pay period in December of each calendar year.

ARTICLE 34-35 - PHYSICAL FITNESS REQUIREMENT

A. The Town of Old Orchard Beach and the Old Orchard Beach Police Patrolmen's Association jointly recognize that an employee's physical condition and fitness can have significant implications for the employee while in the performance of his or her duties. Therefore, all employees covered by this contract are encouraged to maintain a level of physical fitness appropriate to the demands of police work.

B. In order to assist employees in reaching and maintaining a high level of physical fitness, the Town shall provide to the employees the necessary and proper space and equipment for the training to meet the requirements of the physical examination. The physical fitness test shall not be required but shall be voluntary for those employees who elect to participate. Employees shall not be compensated for the time used to take the test.

C. The Town of Old Orchard Beach and the Old Orchard Beach Police Patrolmen's Association jointly recognize that in accordance with Article 17, Section A, of this agreement, no standards established in this agreement will be discriminatory and the standards set are the minimum standards. Different levels are established versus age.

D. The minimum test performance standards are established based upon the Maine Criminal Justice Academy physical fitness standards and programs. Employees shall be considered passed for the purpose of the examination, if the employee meets or exceeds the requirements in all categories, or fails no more than two (2) individual test components.

E. The Town shall offer the test twice per year, once in the Spring and once in the Fall.

F. The Town of Old Orchard Beach and the Old Orchard Beach Police Patrolmen's Association jointly agree that although the standards set forth in this Article are minimum standards, the demand of police work requires an officer to maintain physical fitness beyond the established minimum standards. The Town and OOBPPA both encourage officers to work to exceed the standards.

G. An employee who meets or exceeds every requirement of the physical examination on either the spring or the fall attempt shall receive a cash bonus of \$500 to be paid within one month of the examination. The cash bonus shall be paid once per calendar year (January to December).

ARTICLE 35 - SHIFT ASSIGNMENTS- now part of Article 4

~~D.——The Town shall post the signup sheet for shift assignments three times per year. The dates will be December 15th and July 15th and will take effect at the beginning pay periods closest to January 15th and the following Sunday after Labor Day. The summer schedule will be posted no later than April 1st of the current year and will take effect the first full week that the full time reserve schedule takes effect for the summer and will end one weekend after Labor Day. The Chief of Police may create a schedule that he believes meets the summer needs of the department incorporating a five day on and two day off schedule.~~

~~E.——The employees shall be allowed to sign up, within each classification, i.e. Patrol, Corporal, Sergeant, etc., by seniority. The Town shall determine prior to the posting of the shift, the specific makeup of that shift in regards to the numbers and types of classifications per shift.~~

~~F. In the event that a vacancy is created on one shift which is expected to last longer than thirty days, the Chief of Police may, in order to meet the needs of the department, modify or adjust the schedule, or make changes to the makeup of the shifts in regards to the numbers and types of classifications per shift. The town shall post for a period of three days the available vacancy to all members qualified to fill in the vacancy. The member with the most seniority within the vacant classification shall be given the opportunity to transfer to the vacancy.~~

~~G.——Officers working on the 0000-0800 shift shall receive fifty cents (50¢) per hour shift differential increase to their normal hourly rates.~~

ARTICLE 36 - TERM OF AGREEMENT

This Agreement shall cover the rights of the parties from July 1, ~~2016-2019~~ through and including June 30, ~~2019~~2022.

WITNESS: _____

TOWN OF OLD ORCHARD
BEACH, ME

DATE: _____, 20__

By: _____
Larry S. Mead, Town Manager

WITNESS: _____

OLD ORCHARD BEACH POLICE
PATROLMEN'S ASSOCIATION

DATE: _____, 20__

By: _____
Its Duly Authorized Representative

WAGE SCALE 07/01/169 THROUGH 6/30/2017

2%		0-2 yrs	2-5 yrs	5-10 yrs	10-15 yrs	15-20 yrs	20-25 yrs	25+ yrs
Patrol Officer	Step	0	1	2	3	4	5	6
	Annual	\$48,152.00	\$51,022.40	\$54,400.80	\$55,702.40	\$56,867.20	\$57,969.60	\$59,134.40
	Weekly	\$926.00	\$981.20	\$1,040.40	\$1,071.20	\$1,093.60	\$1,114.80	\$1,137.20
	Hourly	\$23.15	\$24.53	\$26.01	\$26.78	\$27.34	\$27.87	\$28.43
		-	-	-	-	-	-	-
Corporal	Step	-						
	Annual	-	\$56,888.00	\$58,552.00	\$60,340.80	\$61,547.20	\$62,753.60	\$64,001.60
	Weekly	-	\$1,094.00	\$1,126.00	\$1,160.40	\$1,183.60	\$1,206.80	\$1,230.80
	Hourly	-	\$27.35	\$28.15	\$29.01	\$29.59	\$30.17	\$30.77
		-	-	-	-	-	-	-
Sergeant	Step	-						
	Annual	-	\$59,862.40	\$62,878.40	\$65,395.20	\$66,705.60	\$68,036.80	\$69,409.60
	Weekly	-	\$1,151.20	\$1,200.20	\$1,257.60	\$1,282.80	\$1,308.40	\$1,334.80
	Hourly	-	\$28.78	\$30.23	\$31.44	\$32.07	\$32.71	\$33.37
		-	-	-	-	-	-	-
Detective	Step	-						
	Annual	-	\$52,582.40	\$55,702.40	\$57,387.20	\$58,531.20	\$59,696.00	\$60,881.60
	Weekly	-	\$1,011.20	\$1,071.20	\$1,103.60	\$1,125.60	\$1,148.00	\$1,170.80
	Hourly	-	\$25.28	\$26.78	\$27.59	\$28.14	\$28.70	\$29.27
		-	-	-	-	-	-	-
Lieutenant	Step	-	-					
	Annual	-	-	\$68,952.00	\$70,366.40	\$71,760.00	\$73,195.20	\$74,651.20
	Weekly	-	-	\$1,326.00	\$1,353.20	\$1,380.00	\$1,407.60	\$1,435.60
	Hourly	-	-	\$33.15	\$33.83	\$34.50	\$35.19	\$35.89

WAGE SCALE 07/01/2020~~17~~ THROUGH 06/30/2021~~18~~

2%		0-2 yrs	2-5 yrs	5-10 yrs	10-15 yrs	15-20 yrs	20-25 yrs	25+ yrs
Patrol Officer	Step	0	1	2	3	4	5	6
	Annual	\$49,108.80	\$52,041.60	\$55,182.40	\$56,825.60	\$58,011.20	\$59,134.40	\$60,320.00
	Weekly	\$944.40	\$1,000.80	\$1,061.20	\$1,092.80	\$1,115.60	\$1,137.20	\$1,160.00
	Hourly	\$23.61	\$25.02	\$26.53	\$27.32	\$27.89	\$28.43	\$29.00
		-	-	-	-	-	-	-
Corporal	Step	-						
	Annual	-	\$58,032.00	\$59,716.80	\$61,547.20	\$62,774.40	\$64,001.60	\$65,291.20
	Weekly	-	\$1,116.00	\$1,148.40	\$1,183.60	\$1,207.20	\$1,230.80	\$1,255.60
	Hourly	-	\$27.90	\$28.71	\$29.59	\$30.18	\$30.77	\$31.39
		-	-	-	-	-	-	-
Sergeant	Step	-						
	Annual	-	\$61,068.80	\$64,126.40	\$66,705.60	\$68,036.80	\$69,388.80	\$70,803.20
	Weekly	-	\$1,174.40	\$1,233.20	\$1,282.80	\$1,308.40	\$1,334.40	\$1,361.60
	Hourly	-	\$29.36	\$30.83	\$32.07	\$32.71	\$33.36	\$34.04
		-	-	-	-	-	-	-
Detective	Step	-						
	Annual	-	\$53,643.20	\$56,825.60	\$58,531.20	\$59,696.00	\$60,881.60	\$62,108.80
	Weekly	-	\$1,031.60	\$1,092.80	\$1,125.60	\$1,148.00	\$1,170.80	\$1,194.40
	Hourly	-	\$25.79	\$27.32	\$28.14	\$28.70	\$29.27	\$29.86
		-	-	-	-	-	-	-
Lieutenant	Step	-	-					
	Annual	-	-	\$70,324.80	\$71,780.80	\$73,195.20	\$74,651.20	\$76,148.80
	Weekly	-	-	\$1,352.40	\$1,380.40	\$1,407.60	\$1,435.60	\$1,464.40
	Hourly	-	-	\$33.81	\$34.51	\$35.19	\$35.89	\$36.61

WAGE SCALE 07/01/2018-2021 THROUGH 06/30/2019-2022

2%		0-2 yrs	2-5 yrs	5-10 yrs	10-15 yrs	15-20 yrs	20-25 yrs	25+ yrs
Patrol Officer	Step	0	1	2	3	4	5	6
	Annual	\$50,086.40	\$53,081.60	\$56,284.80	\$57,060.60	\$59,176.00	\$60,320.00	\$61,526.40
	Weekly	\$963.20	\$1,020.80	\$1,082.40	\$1,114.80	\$1,138.00	\$1,160.00	\$1,183.20
	Hourly	\$24.08	\$25.52	\$27.06	\$27.87	\$28.45	\$29.00	\$29.58
		-	-	-	-	-	-	-
Corporal	Step	-						
	Annual	-	\$59,196.80	\$60,902.40	\$62,774.40	\$64,022.40	\$65,291.20	\$66,601.60
	Weekly	-	\$1,138.40	\$1,171.20	\$1,207.20	\$1,231.20	\$1,255.60	\$1,280.80
	Hourly	-	\$28.46	\$29.28	\$30.18	\$30.78	\$31.39	\$32.02
		-	-	-	-	-	-	-
Sergeant	Step	-						
	Annual	-	\$62,296.00	\$65,416.00	\$68,036.80	\$69,388.80	\$70,782.40	\$72,217.60
	Weekly	-	\$1,198.00	\$1,258.00	\$1,308.40	\$1,334.40	\$1,361.20	\$1,388.80
	Hourly	-	\$29.95	\$31.45	\$32.71	\$33.36	\$34.03	\$34.72
		-	-	-	-	-	-	-
Detective	Step	-						
	Annual	-	\$54,724.80	\$57,969.60	\$59,696.00	\$60,881.60	\$62,108.80	\$63,356.80
	Weekly	-	\$1,052.40	\$1,114.80	\$1,148.00	\$1,170.80	\$1,194.40	\$1,218.40
	Hourly	-	\$26.31	\$27.87	\$28.70	\$29.27	\$29.86	\$30.46
		-	-	-	-	-	-	-
Lieutenant	Step	-	-					
	Annual	-	-	\$71,739.20	\$73,216.00	\$74,651.20	\$76,148.80	\$77,667.20
	Weekly	-	-	\$1,379.60	\$1,408.00	\$1,435.60	\$1,464.40	\$1,493.60
	Hourly	-	-	\$34.49	\$35.20	\$35.89	\$36.61	\$37.34

WAGE SCALE 07/01/19 THROUGH 6/30/2020

^{3%}	-	<u>0-2 yrs</u>	<u>2-5 yrs</u>	<u>5-10 yrs</u>	<u>10-15 yrs</u>	<u>15-20 yrs</u>	<u>20-25 yrs</u>	<u>25+ yrs</u>
Patrol Officer	Step	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
-	Annual	51584.00	54683.20	57969.60	59716.80	60944.00	62129.60	63377.60
-	Weekly	992.00	1051.60	1114.80	1148.40	1172.00	1194.80	1218.80
-	Hourly	24.80	26.29	27.87	28.71	29.30	29.87	30.47
-	-	-	-	-	-	-	-	-
Corporal	Step	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
-	Annual	60964.80	62732.80	64667.20	65936.00	67246.40	68598.40	69944.00
-	Weekly	1172.40	1206.40	1243.60	1268.00	1293.20	1319.20	1345.60
-	Hourly	29.31	30.16	31.09	31.70	32.33	32.98	33.64
-	-	-	-	-	-	-	-	-
Sergeant	Step	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
-	Annual	64168.00	67371.20	70075.20	71468.80	72904.00	74380.80	75848.00
-	Weekly	1234.00	1295.60	1347.60	1374.40	1402.00	1430.40	1458.40
-	Hourly	30.85	32.39	33.69	34.36	35.05	35.76	36.47
-	-	-	-	-	-	-	-	-
Detective	Step	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
-	Annual	56369.00	59716.80	61484.80	62712.00	63980.80	65249.60	66518.40
-	Weekly	1084.00	1148.40	1182.40	1206.00	1230.40	1254.80	1279.20
-	Hourly	27.10	28.71	29.56	30.15	30.76	31.37	31.98
-	-	-	-	-	-	-	-	-
Lieutenant	Step	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
-	Annual	73881.60	75420.80	76897.60	78436.80	79996.80	81556.80	83116.80
-	Weekly	1420.80	1450.40	1478.80	1508.40	1538.40	1568.40	1598.40
-	Hourly	35.52	36.26	36.97	37.71	38.46	39.21	39.96

WAGE SCALE 07/01/2020 THROUGH 06/30/2021

<u>3%</u>	<u>-</u>	<u>0-2 yrs</u>	<u>2-5 yrs</u>	<u>5-10 yrs</u>	<u>10-15 yrs</u>	<u>15-20 yrs</u>	<u>20-25 yrs</u>	<u>25+ yrs</u>
<u>Patrol Officer</u>	<u>Step</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
-	<u>Annual</u>	<u>53123.20</u>	<u>56326.40</u>	<u>59716.80</u>	<u>61505.60</u>	<u>62774.40</u>	<u>64001.60</u>	<u>65270.40</u>
-	<u>Weekly</u>	<u>1021.60</u>	<u>1083.20</u>	<u>1148.40</u>	<u>1182.80</u>	<u>1207.20</u>	<u>1230.80</u>	<u>1255.20</u>
-	<u>Hourly</u>	<u>25.54</u>	<u>27.08</u>	<u>28.71</u>	<u>29.57</u>	<u>30.18</u>	<u>30.77</u>	<u>31.38</u>
-	-	-	-	-	-	-	-	-
<u>Corporal</u>	<u>Step</u>	-	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
-	<u>Annual</u>	-	<u>62795.20</u>	<u>64604.80</u>	<u>66601.60</u>	<u>67912.00</u>	<u>69264.00</u>	<u>70657.60</u>
-	<u>Weekly</u>	-	<u>1207.60</u>	<u>1242.40</u>	<u>1280.80</u>	<u>1306.00</u>	<u>1332.00</u>	<u>1358.80</u>
-	<u>Hourly</u>	-	<u>30.19</u>	<u>31.06</u>	<u>32.02</u>	<u>32.65</u>	<u>33.30</u>	<u>33.97</u>
-	-	-	-	-	-	-	-	-
<u>Sergeant</u>	<u>Step</u>	-	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
-	<u>Annual</u>	-	<u>66102.40</u>	<u>69388.80</u>	<u>72176.00</u>	<u>73611.20</u>	<u>75088.00</u>	<u>76606.40</u>
-	<u>Weekly</u>	-	<u>1271.20</u>	<u>1334.40</u>	<u>1388.00</u>	<u>1415.60</u>	<u>1444.00</u>	<u>1473.20</u>
-	<u>Hourly</u>	-	<u>31.78</u>	<u>33.36</u>	<u>34.70</u>	<u>35.39</u>	<u>36.10</u>	<u>36.83</u>
-	-	-	-	-	-	-	-	-
<u>Detective</u>	<u>Step</u>	-	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
-	<u>Annual</u>	-	<u>58052.80</u>	<u>61505.60</u>	<u>63336.00</u>	<u>64584.00</u>	<u>65894.40</u>	<u>67204.80</u>
-	<u>Weekly</u>	-	<u>1116.40</u>	<u>1182.80</u>	<u>1218.00</u>	<u>1242.00</u>	<u>1267.20</u>	<u>1292.40</u>
-	<u>Hourly</u>	-	<u>27.91</u>	<u>29.57</u>	<u>30.45</u>	<u>31.05</u>	<u>31.68</u>	<u>32.31</u>
-	-	-	-	-	-	-	-	-
<u>Lieutenant</u>	<u>Step</u>	-	-	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
-	<u>Annual</u>	-	-	<u>76107.20</u>	<u>77688.00</u>	<u>79206.40</u>	<u>80787.20</u>	<u>82388.80</u>
-	<u>Weekly</u>	-	-	<u>1463.60</u>	<u>1494.00</u>	<u>1523.20</u>	<u>1553.60</u>	<u>1584.40</u>
-	<u>Hourly</u>	-	-	<u>36.59</u>	<u>37.35</u>	<u>38.08</u>	<u>38.84</u>	<u>39.61</u>

WAGE SCALE 07/01/2021 THROUGH 06/30/2022

<u>2%</u>	<u>-</u>	<u>0-2 yrs</u>	<u>2-5 yrs</u>	<u>5-10 yrs</u>	<u>10-15 yrs</u>	<u>15-20 yrs</u>	<u>20-25 yrs</u>	<u>25+ yrs</u>
Patrol Officer	<u>Step</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
-	<u>Annual</u>	<u>54184.00</u>	<u>57449.60</u>	<u>60902.40</u>	<u>62732.80</u>	<u>64022.40</u>	<u>65291.20</u>	<u>66580.80</u>
-	<u>Weekly</u>	<u>1042.00</u>	<u>1104.80</u>	<u>1171.20</u>	<u>1206.40</u>	<u>1231.20</u>	<u>1255.60</u>	<u>1280.40</u>
-	<u>Hourly</u>	<u>26.05</u>	<u>27.62</u>	<u>29.28</u>	<u>30.16</u>	<u>30.78</u>	<u>31.39</u>	<u>32.01</u>
-	-	-	-	-	-	-	-	-
Corporal	<u>Step</u>	<u>-</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
-	<u>Annual</u>	-	<u>64043.20</u>	<u>65894.40</u>	<u>67932.80</u>	<u>69264.00</u>	<u>70657.60</u>	<u>72072.00</u>
-	<u>Weekly</u>	-	<u>1231.60</u>	<u>1267.20</u>	<u>1306.40</u>	<u>1332.00</u>	<u>1358.80</u>	<u>1386.00</u>
-	<u>Hourly</u>	-	<u>30.79</u>	<u>31.68</u>	<u>32.66</u>	<u>33.30</u>	<u>33.97</u>	<u>34.65</u>
-	-	-	-	-	-	-	-	-
Sergeant	<u>Step</u>	<u>-</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
-	<u>Annual</u>	-	<u>67433.60</u>	<u>70782.40</u>	<u>73611.20</u>	<u>75088.00</u>	<u>76585.60</u>	<u>78145.60</u>
-	<u>Weekly</u>	-	<u>1296.80</u>	<u>1361.20</u>	<u>1415.60</u>	<u>1444.00</u>	<u>1472.80</u>	<u>1502.80</u>
-	<u>Hourly</u>	-	<u>32.42</u>	<u>34.03</u>	<u>35.39</u>	<u>36.10</u>	<u>36.82</u>	<u>37.57</u>
-	-	-	-	-	-	-	-	-
Detective	<u>Step</u>	<u>-</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
-	<u>Annual</u>	-	<u>59217.60</u>	<u>62732.80</u>	<u>64604.80</u>	<u>65783.60</u>	<u>67204.80</u>	<u>68556.80</u>
-	<u>Weekly</u>	-	<u>1138.80</u>	<u>1206.40</u>	<u>1242.40</u>	<u>1266.80</u>	<u>1292.40</u>	<u>1318.40</u>
-	<u>Hourly</u>	-	<u>28.47</u>	<u>30.16</u>	<u>31.06</u>	<u>31.67</u>	<u>32.31</u>	<u>32.96</u>
-	-	-	-	-	-	-	-	-
Lieutenant	<u>Step</u>	<u>-</u>	<u>-</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
-	<u>Annual</u>	-	-	<u>77625.60</u>	<u>79248.00</u>	<u>80787.20</u>	<u>82409.60</u>	<u>84032.00</u>
-	<u>Weekly</u>	-	-	<u>1492.80</u>	<u>1524.00</u>	<u>1553.60</u>	<u>1584.80</u>	<u>1616.00</u>
-	<u>Hourly</u>	-	-	<u>37.32</u>	<u>38.10</u>	<u>38.84</u>	<u>39.62</u>	<u>40.40</u>

7183 Discussion with Action: Accept the bid from West Port Motorsports in the amount of \$6,798 for the purchase for the Fire Department Lifeguards of a 2020 Polaris from Account Number 52002- 50918 – Fire Department ATV Capital Expense, with a balance of \$7,900.

BACKGROUND:

This ATV allows the Lifeguards to patrol, respond and move equipment along the beachfront. This item was approved in the FY21 budget process however purchase was delayed as delivery of a 2019 would not have occurred until after the 2019 summer season. As such we saved a season of storage and are obtaining a 2020 ATV rather than a 2019 ATV.

There were two quotes received:

West Port Motorsports	\$6,798
Rochester Motorsports	8,759
Saco River Motorsports	8,229

The Fire Department is recommending the bid from West Port Motorsports in the amount of \$6,798.

MOTION: Councilor Tousignant motioned and Vice Chair O’Neill seconded to Accept the bid from West Port Motorsports in the amount of \$6,798 for the purchase for the Fire Department Lifeguards of a 2020 Polaris from Account Number 52002- 50918 – Fire Department ATV Capital Expense, with a balance of \$7,900.

VOTE: Unanimous.

West Port Motorsports
 135 Main St
 Westbrook ME 04092
 207-854-9925

Town of Old Orchard Beach Maine

Buyer's Order

Date 02/13/2020
 Order No.

1 Portland Ave
 Old Orchard Beach, Me 04064
 H W

C 207-934-7790

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

N/U	Year	Make	Model	Serial No.	Price (Incl factory option)
N	2020	POLARIS	A20SEA57A7 SPORTSMAN 570 FURY RED	4XASEA576LA642637	\$6,599.00

Parts and Labor:

Price	Qty	Ext Price	Manufacturer Retail Price	
				\$6,899.00
			Less Dealer Discount	\$300.00
			Dealer Unit Price	\$6,599.00
			Parts & Accessories	\$0.00
			Labor	\$0.00
			Freight	\$0.00
			Dealer Prep	\$0.00
			Title Fee	\$0.00
			Service Contracts	\$0.00
			Customer Rebates	\$0.00
Cash Price				\$6,599.00
Trade Allowance				\$0.00
Payoff				\$0.00
Net Trade				\$0.00
Net Sale (Cash Price - Net Trade)				\$6,599.00
Sales Tax				\$0.00
Title/License/Registration Fees				\$0.00
Document or Administration Fees				\$199.00
Credit Life Insurance				\$0.00
Accident & Disability				\$0.00
Total Other Charges				\$199.00
Sub Total (Net Sale + Other Charges)				\$6,798.00
Cash Down Payment				\$0.00
Amount to Pay/Finance				\$6,798.00

Notes:

Trade Information

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

Customer Signature _____

Dealer Signature  _____

Thank You for Your Business!

Rochester Motorsports Inc

23 Farmington Rd
Rochester NH 03867
603-335-5700

Old Orchard Beach Police Department

Buyer's Order

136 Saco Ave
Old Orchard Beach ME 04064
H 207 934-4911 W

C 207 934-4911

Email dasanza@oobmaine.com

Date 02/07/2020
Deal No.
Salesperson Scott Williamson
Lienholder NONE

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2020	Polaris	850	Temporary MU Sportsman Base RED	TEMP	\$8,600.00

Options:

Dealer Unit Price	\$8,600.00
Factory Options	\$0.00
Added Accessories	\$0.00
Freight	\$0.00
Dealer Prep	\$0.00

Notes:

Trade Information

Cash Price	\$8,600.00
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$8,600.00
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$159.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$159.00
Sub Total (Net Sale + Other Charges)	\$8,759.00
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$8,759.00

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade-in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____

Dealer Signature _____

Thank You for Your Business

Diana Asanza

From: fmabbott@sacoriver.net
Sent: Friday, February 7, 2020 12:34 PM
To: Diana Asanza
Subject: RE: Request for pricing

EXTERNAL: This e-mail originated from outside of the Town of Old Orchard Beach E-mail System. Do not click links or open attachments unless you recognize the sender address and know the content is safe.

2020 850 Sportsman (Red) Quote
Retail w/ freight \$9389.00 City of OOB's Pricing would \$8229.00
Thanks
David Abbott
207-247-5278

From: Diana Asanza <dasanza@oobmaine.com>
Sent: Friday, February 7, 2020 11:07 AM
To: fmabbott@sacoriver.net; josh@robertsonspower.com; rochestermotorsports@yahoo.com; info@westportmotorsport.com
Cc: Robert Slaving <rslaving@oobmaine.com>
Subject: Request for pricing

Good Morning,

The Town of Old Orchard Beach is looking to purchase an ATV for the Fire Department. Below is the make and model of the ATV that we are looking to purchase.

If you are interested please provide a quote for a:

2020 Polaris Sportsman 850-Fury Red

Thank you,
Diana

Diana H. Asanza, Treasurer – Finance Director
Town of Old Orchard Beach
1 Portland Ave.
Old Orchard Beach, ME
(d) 207-937-5622
(f) 207-937-5722

7184 Discussion with Action: Approve the Special Event Permit application from Nathaniel Burbury to hold his wedding on the beach at the end of Temple Avenue on Monday, May 25th, 2020. Set-up 10 a.m. to 2 p.m., wedding at 3 p.m. and clean-up by 5 p.m. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk's Office at least two weeks prior to the event.

MOTION: Vice Chair O'Neill motioned and Councilor Blow seconded to Approve the Special Event Permit application from Nathaniel Burbury to hold his wedding on the beach at the end of Temple Avenue on Monday, May 25th, 2020. Set-up 10 a.m. to 2 p.m., wedding at 3 p.m. and clean-up by 5 p.m. Insurance, listing the Town of Old Orchard Beach as additionally insured, to be provided to the Town Clerk's Office at least two weeks prior to the event.

VOTE: Unanimous.

7185 Discussion with Action: To approve Order # 2020-1A, entitled, "Order to Authorize the appropriation of up to \$1,000,000.00 in local funds and the appropriation of \$1,000,000 in Federal Community Development Block Grant funds to be used for infrastructure improvements on Fern Avenue, W. Old Orchard Avenue and Washington Avenue, including sewer, stormwater, sidewalks, curbing and road improvements.

MOTION: Councilor Blow motioned and Councilor Tousignant seconded to approve Order # 2020-1A, entitled, "Order to Authorize the appropriation of up to \$1,000,000.00 in local funds and the appropriation of \$1,000,000 in federal Community Development Block Grant funds to be used for infrastructure improvements on Fern Avenue, W. Old Orchard Avenue and Washington Avenue, including sewer, storm water, sidewalks, curbing and road improvements.

VOTE: Unanimous

7186 Discussion with Action: Order # 2020-1B, entitled "Order to Submit Order 2020-1A to the Voters and to call a Public Hearing on Tuesday May 5, 2020".

MOTION: Councilor Blow motioned and Councilor Kelley seconded to issue Order # 2020-1B, entitled "Order to Submit Order 2020-1A to the Voters and to call a Public Hearing on Tuesday May 5, 2020".

VOTE: Unanimous.

7188 Discussion with Action: Convey foreclosed property identified as 27 Hemlock Street, Parcel Number 00403-00013, to owners of record CHAMBERLAIN, MATTHEW & AMY, for a total amount \$1,338.60 in outstanding taxes and accumulated Interest due on the effective date of conveyance, including FY2020 taxes, plus any legal costs incurred by the Town of Old Orchard.

MOTION: Councilor Blow motioned and Councilor Kelley seconded to conditionally Convey foreclosed property identified as 27 Hemlock Street, Parcel Number 00403-00013, to owners of record CHAMBERLAIN, AMY, for a total amount \$1,338.60 in outstanding taxes and accumulated Interest due on the effective date of conveyance, including FY2020 taxes, plus any legal costs incurred by the Town of Old Orchard, conditional to the Town receiving a deed demonstrating sole ownership of the property by Amy A. Chamberlain.

VOTE: Unanimous.

7187 Executive Session: Discuss Labor Contract: (Note: This item discusses Labor Contract issues related to the Old Orchard Beach Local 2247 International Association of Firefighters AFL-CIO-CLO Union Contract, as defined under Title 1 -M.R.S.A., Section 405 (6) (D), and the Council anticipates that the discussion portion will be held in Executive Session.)

MOTION: Councilor Blow motioned and Councilor Kelley seconded to Enter into Executive Session.

VOTE: Unanimous.

MOTION: Councilor Tousignant motioned and Councilor Kelley seconded to Exit the Executive Session.

VOTE: Unanimous.

ADJOURNMENT:

MOTION: Councilor Kelley motioned and Councilor Blow seconded to Adjourn the Town Council Meeting at 8:30 p.m.

VOTE: Unanimous.

Respectfully Submitted,

**V. Louise Reid
Town Council Secretary**

I, V. Louise Reid, Secretary to the Town Council of Old Orchard Beach, Maine, do hereby certify that the foregoing document consisting of fifty (51) pages is a copy of the original Minutes of the Town Council Meeting of March 3, 2020.

V. Louise Reid