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WISCASSET BOARD OF SELECTMEN,  
BOARD OF ASSESSORS AND OVERSEERS OF THE POOR  
DECEMBER 7, 2010

Preliminary Minutes

(tape recorded meeting)

Present: Bob Blagden, Vice Chairman Judy Colby, Pam Dunning, Chairman David Nichols, Ed Polewarczyk and Town Manager Laurie Smith

1. Call to Order

The chairman called the meeting to order at 6 p.m.

2. Pledge of Allegiance to the Flag of the United States of America

3. Report from Jeffrey Hinderliter and the Ordinance Review Committee regarding the sign and ordinance revisions

**David Nichols moved that the Board of Selectmen request the Ordinance Review Committee to continue the work as outlined in the December 7 memo from the Town Planner, including the Mass Gathering Ordinance from the ORC.**

Town Planner Jeffrey Hinderliter introduced members of the ORC committee. He presented an update of the ORC's work as outlined in his memo to the board dated December 7, 2010. The ORC's work on the Village Waterfront Ordinance is complete and includes changes requested by the board (removal of parking standard and Castle Tucker from the zone). Ed Polewarczyk asked for a flowchart showing the status of each ordinance, and for clarification of several items in the Village Waterfront District ordinance, i.e. exclusion of Castle Tucker, setbacks, grandfathered uses, subjectivity of language, height limitation and inclusion of standards common to other ordinances. The chairman recommended that Polewarczyk meet with the ORC with any further questions or concerns. A public informational meeting and public hearing will be held before the ordinance is placed on the warrant for voter approval. State approval will follow town approval.

Hinderliter said completion of the Shoreland ordinance is a priority for the June Town Meeting.

Smith said the Sewer ordinance was not a priority and that engineering assistance will be necessary to complete that ordinance; however, the Sign and Route 1 Business ordinances were greater priorities.

Hinderliter said the ORC was working on a complete revision of the sign ordinance. Representatives of the business community attended the last meeting of the ORC with their input. A final draft will be complete by January and public informational meetings will be scheduled. Hinderliter said that the committee was trying to allow in some areas an increase in allowable signage square footage while trying to maintain orderly aesthetics. There will be separate standards for the downtown area. Business directional signs will also be addressed.

The ORC will begin work on the Special Amusement and Mass Gathering ordinance and Hinderliter asked whether this was a priority or if the current checklist addressed the board's needs. There was a consensus that the application checklist covered the concerns of the board and a new ordinance was not a priority. **Vote 5-0-0.**

4. George Freeman to discuss request for ordinance change

Jeffrey Hinderliter said there was an issue with the residential zoning in part of the downtown area in that it required a minimum lot size of one acre and only residential uses were allowed,

precluding business uses in this area. George Freeman, part owner of the Ledges on Route 1, is requesting consideration of a zoning change to allow multiple uses in the building. Hinderliter asked for authorization to proceed with consideration of an extension of the downtown business district for two blocks, which would include the area bounded by Route 1, Washington Street and Federal Street. This area covers ten lots, two of which are owned by the town. The change would include the elimination of the minimum lot size requirement, the building setback requirement, and the off-street parking requirement and would allow an increase in permissible land uses. It was suggested that the other side of the Route 1 also be considered. **Judy Colby moved that the Board of Selectmen request the ORC to draft the necessary changes to the downtown business zoning district. Vote 5-0-0.**

After a five-minute recess, the public hearing was opened at 7:10 p.m.

#### PUBLIC HEARING

Doug White, owner of the Wiscasset Raceway, LLC, in reference to Oxxfest and Countryfest

**David Nichols moved that the Board of Selectmen approve the Special Amusement Permits for Oxxfest and Countryfest contingent upon all final plans being submitted 90 days prior to the event. Any payment for Town resources will be paid ten days prior to the event.**

The chairman read a letter from Attorney Timothy Zerillo, representing Rhonda and Dale Hamlin, opposing the granting of the permits citing insufficient bathrooms, safety hazards, number of people removed from the concert, lack of sufficient water, public urination on the Hamlin's property, need to move the Hamlin's horse from their property and excessive trash. Sherri Dunbar also spoke in opposition and referred to the list of concerns from the Lt John Allen of the Wiscasset Police Department. Skip Taylor asked that taxes owed on the raceway be paid before a permit is issued. Jenny Gray and Kim Hunter also spoke in opposition. Bob Marcus spoke in favor of the event.

Steve Smith, speaking on behalf of the applicant, said many of the concerns of the police and others had been addressed; in the future, tickets for the event will include parking, eliminating the possibility of nearby residents taking a fee for parking and creating traffic and pedestrian problems. Lack of adequate bathroom facilities and fencing and control of foul language will be addressed. Smith said the show might be held in Bangor and there was only a 25% chance that the show would be held at the raceway. **Vote 5-0-0.** The public hearing closed at 7:44 p.m.

6. Approval of Treasurer's Warrant: November 23, 2010, November 30, 2010 and December 7, 2010

**Judy Colby moved to approve the Treasurer's Warrants of November 23, November 30 and December 7, 2010. Vote 5-0-0.**

7. Approval of Minutes: November 16, 2010

**Ed Polewarczyk moved to accept the minutes of November 16, 2010. Vote 4-0-1.**

8. Special Presentations or Awards

A. Eric Howes: Maine Yankee update

Eric Howes, Government and Public Affairs Officer for Maine Yankee, said he had earlier given the selectmen an update and tour of the property. He said the spent nuclear fuel, which has been stored at Bailey Point since the closure of the plant, is likely to be there for many years. The United States Department of Energy is responsible for the removal and disposal of the

material under law and contract, although it is unknown when that might happen. In the meantime, Maine Yankee is responsible for securing the stored fuel in accordance with Nuclear Regulatory Commission regulations including security, emergency planning, radiological monitoring and insurance. All plant structures were removed and the site restored for commercial use. He described the storage of the spent nuclear fuel in 60 dry cask storage containers, and an additional four cask containers that hold irradiated steel; the 64 casks sit on 16 concrete pads.

Howes said that the spent nuclear fuel was originally intended to be shipped to Yucca Mountain, Nevada, but that is no longer an option, as the Department of Energy under the Obama administration withdrew the license application for disposal at Yucca Mountain that had been made under the previous administration. Ratepayers have paid \$33 billion in exchange for the disposal of the material, which has not occurred. Litigation is ongoing. Maine Yankee is working with Maine's congressional delegation to effect policy.

Phil DiVece, former selectman, asked if there were any plans to address an additional Maine Yankee site, identified as radiological, which was originally underneath the containment area. Eric Howes said that area had been fully cleaned up.

#### 10. Public Comment

Ann Schneider voiced her opposition to the proposed Wiscasset bypass as a misuse of people's property and commented there had been a lack of town representation on the bypass task force speaking for those who would be affected by the bypass. She asked that a town representative of those opposing the bypass be present at the upcoming bypass meeting on December 15. She said she had received misleading or contradictory information from the state on the taking of her land.

Schneider also brought the board's attention to the lack of sidewalks on Route 218 and the federal grants available to promote sidewalks. Pam Dunning replied that County Planner Bob Faunce has been working on obtaining these grants for Wiscasset.

#### 11. Department Head or Committee Chair Report - None

#### 12. Unfinished Business

##### A. Open bids for Property Clean-up at 182 Alna Rd. - postponed

##### B. Rick Lang: Update on the Koehling property

Todd Coffin, GEI Consultants, who has been working with the town on the disposition of the Koehling property at 215 Gardiner Road, identified those areas where removal of contaminants would be necessary and those areas of residual soil and ground water contamination that would have to be managed or cleaned up. Any future construction would require a deed restriction with a prohibition on the use of well water and requirement for a vapor barrier for the building. Coffin recommended that from a cost standpoint, burning would be valuable as a training exercise and would reduce the volume of debris that would have to be removed from the property. **David Nichols moved that the Board of Selectmen authorize the Code Enforcement Officer to coordinate the burning and disposal of the building and prepare the property bid documents.** Bob Blagden said it seemed ridiculous to burn a taxable property valued at over \$100,000. Rick Lang, CEO, said that the value had been reduced to \$6-8,000, the interior of the building and plumbing were non-existent. **Vote 4-1-0.**

In response to Laurie Smith's request for an update on the Hart property, Lang said that before the mobile homes can be burned or torn down, a lead and asbestos assessment had to be made. He is contacting the state DEP for possible resources for the cost of the assessment, estimated to be \$2-3,000.

### 13. New Business

#### A. Budget Committee request to meet with the Auditor

David Nichols moved that the Board of Selectmen authorize the Town Auditor to meet with the Budget Committee. **Vote 5-0-0.**

#### B. Corrected Tax Commitment for September 23, 2009

David Nichols moved that the Board of Selectmen approve the corrected 2009 Commitment for the error in the TIF financing amount as submitted by Assessors' Agent, Sue Varney. **Vote 5-0-0.**

In response to Steve Mehrl's question, Laurie Smith said that the TIF takes into account both real estate and personal property evaluations. When the BETTE program was adopted, the new personal property that Rynel purchased was exempt at the town level. The town, however, can request reimbursement from the State for taxes on that personal property. The town has the option to shelter the funds, but as this was not done in previous years, the town was allowed to correct reports for those years in order to claim reimbursement. There was a difference of approximately \$10,000.

### 14. Town Manager's Report

A. Winter Carnival - February 5, 2011: A second winter carnival will be held with the 250th Celebration committee, the Chewonki Foundation, schools and the Community Center contributing to the planning. With board approval, fireworks will be contracted for at \$2500, using leftover funds from the 250th celebration.

B. Town of Wiscasset Eyecare Plan: Maine Municipal Employees Health Trust is offering a voluntary vision plan at the employees' cost. **Pam Dunning moved that the Town of Wiscasset offer the vision plan to employees effective January 1, 2011 at 100% premium paid by the employee. Vote 5-0-0.**

C. Street Light Update: Smith reported that Lt. Allen had assessed the need for a streetlight at the Fore Street and Fort Hill intersection and found it unnecessary. Regarding the reduction of streetlights, the police found that the majority are at intersections and necessary for street name identification.

D. Employee Holiday Luncheon: The potluck luncheon will be held at noon on December 15 at the Community Center.

E. RSU Update: Smith will be meeting with the Department of Education on December 10 and has requested a meeting with the RSU superintendent, Wiscasset RSU members and chair of the RSU.

F. FRDC Foreclosure Update: The Ferry Road foreclosure was cancelled when \$349,000 was paid, which included outstanding principal payments, fees, interest, penalties and charges related to the foreclosure process. There is still outstanding \$35,000 to \$40,000 in taxes for 2008, 2009 and 2010, and two liens have been filed.

Smith said that foreclosure notices were sent out on properties where 2008 taxes have not been paid with the exception of four Mason Station properties where asbestos is present.

G. Bypass Meeting: A meeting will be held by the MDOT at 6:30 p.m. on December 15 at the Edgecomb Eddy School for an overview of the bypass situation with a 30-minute public comment period at the end of the meeting.

H. Budget Schedule FY 2012: Smith presented a draft schedule for budget meetings to be held on Tuesday and Thursday evenings beginning in January.

I. State Planning Office Shore and Harbor Grant: Smith reported she had applied for a \$20,000 grant, the deadline for which was December 6. The grant would cover engineering plans for repair of the White's Island Bridge. **Pam Dunning moved to authorize the Town Manager to move forward in pursuing the Shore and Harbor Grant from the State Planning Office. Vote 5-0-0.** A second grant will be necessary for the actual repair.

#### 15. Other Board Business

Bill Phinney announced the results of the vote to fund the planning department: 186 for, 76 opposed.

The chairman read the list of upcoming meetings and urged residents to take a gift tag from the tree in the municipal building and donate a gift to a child.

Steve Mehrl announced a Budget Committee meeting would be held on December 16 at 6:30 p.m. and asked that the auditor be invited to attend.

#### 16. Adjournment

At 8:55 p.m., **Judy Colby moved to adjourn. Vote 5-0-0.**

10 B

**COLLECTIVE BARGAINING AGREEMENT**

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**LOCAL S/89 DISTRICT LODGE #4 OF**

**THE INTERNATIONAL ASSOCIATION OF**

**MACHINISTS AND AEROSPACE WORKERS and THE TOWN OF**

**WISCASSET, MAINE**

**Effective ~~July 1, 2006~~ ~~December 31, 2008~~ January 1, 2010-June 30, 2012**

TABLE OF CONTENTS

ARTICLE TITLE	PAGE #
UNION SECURITY .....	1
NO DISCRIMINATION .DEFINITIONS .RULES .....	3
WORK WEEK.....	34
NO STRIKE NO LOCKOUT .....	45
PREMIUM PAY.....	45
INSURANCE AND RETIREMENT.....	56
HOLIDAY PAY .....	67
VACATION LEAVE.....	67
SICK LEAVE .....	78
BEREAVEMENT LEAVE.....	79
COURT LEAVE.....	89
HEALTH AND SAFETY .....	89
SHOP STEWARDS-GRIEVANCE PROCEDURE.....	89
SEVERABILITY .....	910
MAINTENANCE OF VEHICLES.....	911
LEAVES OF ABSENCE.....	911
COMPUTER/NECESSARY TRAINING .....	1012
LICENSES.....	1112
BARGAINING UNIT POSITIONS .....	1112
WORK ASSIGNMENTS .....	1113
BULLETIN BOARDS.....	1113
PREVIOUS PRACTICE-POLICIES.....	1113
MANAGEMENT RIGHTS .....	1213
DURATION OF AGREEMENT .....	1214
ADDENDUM "A" WAGES.....	1315
ADDENDUM "B" NEW EMPLOYEE WAGE SCALE.....	1714

# COLLECTIVE BARGAINING AGREEMENT

Between

**THE TOWN OF WISCASSET, MAINE  
And DISTRICT LODGE #4 of the  
INTERNATIONAL ASSOCIATION of MACHINISTS  
AND AEROSPACE WORKERS and  
ITS LOCAL LODGE S/89**

Agreement made as of this ~~1<sup>st</sup>~~ <sup>21<sup>st</sup></sup> day of ~~July~~ <sup>December</sup> in the year ~~2006~~ <sup>2010</sup>, by and between the Town of Wiscasset, a body corporate and politic, situated in Wiscasset, in the County of Lincoln, and State of Maine, (herein referred to as the Town), and the Wiscasset Highway Division Employees, Solid Waste Transfer Station Employees and Wastewater Division Employees, (hereinafter referred to as "Public Works Department Employees," The Town Office Accounts Clerk and Police Department Secretary and Local Lodge S/89 of District Lodge #4 of the International Association of Machinists and Aerospace Workers, IMAAW, AFLCIO.. (hereinafter referred to as the Union).

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Pursuant to Title 10, Maine Revised Statutes Annotated, §980, et. seq., and in consideration of the mutual promises of the parties herein contained, the parties agree as follows:

## ARTICLE I: Union Security

### Section 1. Recognition.

The Town recognizes the Union as the sole and exclusive collective bargaining agent for all full-time members of the Wiscasset Highway Division, Solid Waste Transfer Station and Wastewater Division ("public works employees") and the Town Office Accounts Clerk and Police Department Secretary. Excluded are the Division Supervisors of all divisions within the Public Works Department, Senior Secretarial office personnel and all other employees of the Town of Wiscasset. The purpose of this recognition is to permit the Union to bargain collectively for its members concerning wages, rates of pay hours of work and all other terms and conditions of employment, including the sole responsibility for handling all employee grievances.

### Section 2. Contribution.

The following provision shall take effect on the date of this Agreement and remain in effect unless or until it is determined to be a violation of Title 26 of M.R.S.A.. Section 964, Sub-paragraph 1-E, by the Supreme Judicial Court of Maine.

Any present or future full-time employee who is not a Union member and who does not make application for membership in the Union shall pay to the Union each month a service charge as a contribution toward the administration of the Agreement, the Union may charge a fee to be determined by the Union for each case in which the employee requests Union representation.

Once an employee becomes a member of the Union he must maintain his membership in the Union for the duration of this agreement.

Should the person object to the amount charged they shall follow the International Association of Machinists and Aerospace Workers Objection Procedures, which are published annually.

Section 3. Certification.

Full-time employees who are members of the Public Works Department, or who are in the Town Office Accounts Clerk and Police Department Secretary position at the time of execution of this Agreement shall be certified to be permanent members of the Bargaining Unit by the Town Manager.

Section 4. Seniority.

The Town Manager shall establish a seniority list for the bargaining unit and it shall be brought up to date on the First of January of each year and posted at bulletin boards at the Highway Garage, Waste Water Treatment Plant, Solid Waste Transfer Station and the Town Office. New employees hired after the execution of this agreement shall serve a six (6) month probationary period after which they will become a regular full-time employee. Part-time employees shall not perform bargaining unit work at any time until all members of the bargaining unit have been offered the work. All bargaining unit job openings shall be posted on bulletin boards a minimum of ten (10) days prior to being filled. Bargaining unit employees will have preference to fill any job opening within the bargaining unit, so long as the applicant is qualified to fulfill the requirements of the job that is vacant.

Preference shall be given to employees of longest service as established by the seniority list as follows:

1. Preference as to time of vacations.
2. Preference as to promotions between applicants from the bargaining unit who are qualified to perform the duties of the position, skill and ability being relatively equal.
3. Preference as to assignment of particular jobs when a vacancy occurs, skill and ability being relatively equal.
4. Preference as to shift, and days of the week to be worked, providing that the shift selection and the days of week selection does not result in inadequate staffing or a lack of sufficiently qualified employees.

Section 5. Layoff and Recall.

All layoffs will be done by seniority within a classification with the junior employee being laid off first.

All recalls for bargaining unit positions will be done by seniority with the senior laid off employee being recalled first, so long as the employee being recalled is qualified to perform the duties of the position. Recall rights will be granted for twenty four (24) months from the date the employee was laid off.

Employees laid off due to Town action shall not be laid off for a minimum period of twenty one (21) calendar days from the date of the Town action and shall have preference for any job opening within the bargaining unit for a period of twenty four (24) months from the date of layoff.

Section 6 Reduction of Work Force-Subcontracting.

There shall be no subcontracting of bargaining unit work, which causes or has the effect of causing a downsizing of the bargaining unit.

Section 7. Dues Check Off.

The Town agrees to check off any and all dues and/or fees on a weekly basis from employees who are members of the Union, or service charge from non-members, subject to the terms of Section 2, herein, when the employee authorizes said check-off in writing to the Town Treasurer, and transfer of said dues to the Union, at the end of each month.

The employee shall have the opportunity to participate in a voluntary monthly check-off privilege for the machinist non-partisan political league. Should the employee elect to participate in this program then the Town shall withhold the authorized amount and pay it over to the Union in a separate check in the same manner as the dues check-off

After a period of six (6) months of full-time work, temporary full-time employees shall become regular full-time employees and shall be considered members of the Bargaining Unit.

ARTICLE II: No Discrimination-Definitions-Work Rules

Section 1. No Discrimination

Neither the Town nor the Union will discriminate against any employee or applicant for employment because of race, creed, religion, gender, sexual orientation, national origin, marital status, disability, veteran status or membership in any lawful organization.

Section 2. Definitions.

When used in this agreement, the term grievance shall mean any disagreement, difference or

dispute raised by any employee or the Union that the Town has violated this agreement. When used in this agreement, the term "days" shall mean working days unless specifically stated otherwise. When used in this agreement, the term "employee" shall mean a member of the bargaining unit unless specifically stated otherwise. In referring to employees, the masculine gender is used solely for convenience purposes and will refer to both males and females. When used in this agreement, the term "temporary full-time employee" shall mean any person hired on a temporary basis who is working on a full-time basis.

### Section 3. Working Rules.

When existing rules are changed or new reasonable rules are established, they shall be posted prominently not less than ten (10) days prior to becoming effective. It is agreed that Bargaining Unit members shall not be disciplined or discharged without the existence of just cause.

## ARTICLE III: Work Week

### Section 1. Regular Work Week.

- a) Highway Division, Waste Water Treatment Division and Town Office Accounts Clerk and Police Department Secretary will work a forty (40) hour workweek with a daily thirty (30) minute unpaid lunch break. The hours of work shall be maintained consistent with the Town's practice previous to negotiations for this agreement.
- b) Transfer Station employees will work a forty-hour workweek with a daily forty-five (45) minute unpaid lunch break.

### Section 2. Overtime.

Full-time employees who receive an hourly wage and who are not exempt from the Fair Labor Standards Act shall receive overtime pay after eight (8) hours per day, except by mutual agreement by the Town and Union to allow a work week consisting of four (4), eight-and-one-half (8 1/2)-hour days and one six (6)-hour day for public works employees in the Waste Water and Highway Divisions. In this case, and which is hereby agreed upon by the Town and Union, no overtime shall be paid for the thirty (30) minutes per day in excess of eight (8) hours to allow for this schedule. The Town reserves the right, for operational reasons, to change the hours of operation according to the terms governed by this Agreement. All overtime worked shall be paid in cash. No compensatory time shall be earned.

### Section 3. Attendance.

All Town employees are expected to work the designated normal working hours for his department. Any absence will be charged to vacation, sick leave or uncompensated time as determined by the Division Supervisor.

Employees shall be at their respective places of work at the appointed starting time. It is the responsibility of employees who may be unexpectedly absent from work to see that their immediate Supervisor is advised of the reason within two (2) hours, if possible, of the beginning of the starting time of his workday:

Each full-time hourly wage employee is eligible to receive an attendance bonus at the end of each quarter if he has had perfect attendance. In order for an employee to have perfect attendance, he must not have used any sick time, bereavement leave or leave without pay and must not have been tardy for work during the quarter in question. The quarterly compensation rate is determined by the Town Manager consistent with previous practice.

#### ARTICLE IV: No Strike No Lockout

The protection of the public health, safety and welfare demands, and the Union agrees, that the permanent members of the Bargaining Unit shall not have the right to strike or engage in any work stoppage or slowdown during the life of this contract and the Town will not conduct any illegal lock-out.

#### ARTICLE V: Premium Pay

##### Section 1. Pay Day.

Payday shall be on Friday of each work week.

##### Section 2. Call in Pay.

Employees called in and reporting to work outside of their normal working hours shall be paid for two (2) hours of work or for the number of hours worked, whichever is greater. Any employee reporting on call-in and requesting to leave due to sickness shall be paid only for time worked.

##### Section 3. Longevity Pay.

Each employee covered by this agreement shall receive an additional \$0.05 per hour above his regular base rate of pay for each five (5)-year increment of completed service to the Town.

##### Section 4. License Cost Reimbursement.

Employees who are required by the Town to achieve or maintain certifications shall be reimbursed for the costs of maintaining or obtaining those certifications.

ARTICLE VI: Insurance and Retirement

Section 1. Health Insurance.

Health insurance coverage shall be provided to all employees and their dependents. The health insurance policy shall be the Maine Municipal Employees Health Trust Coverage, POS-C. ~~Employees hired before January 1, 2003 shall pay 6.5% of the premiums with the Town paying the remaining 93.5%. Employees hired before January 1, 2003 shall, effective January 1, 2011, pay 8.5% of the premiums with the Town paying the remaining 91.5%. Effective January 1, 2012, those percentage payments shall change to 10% for the the employee and 90% for the Town.~~ Employees hired on or after January 1, 2003 shall pay 15% of the premiums with the Town paying the remaining 85%.

Section 2. Other Insurances.

All other insurance policies offered by the Town and the premium payments will continue as was practiced previous to this agreement.

Section 3. Retirement.

The Town's retirement plan in effect previous to this agreement will continue for the duration of this agreement.

Section 4. Retiree Health Insurance.

Retiree health insurance will be provided to employees who were hired before January 1, 2003; who retire from Town employment; and who meet the following criteria: completed 20 years of service with the Town, with at least five consecutive years of employment immediately prior to retirement date and have reached the age of 55. If all conditions are met, the Town will provide health insurance coverage for the retired employee until the employee reaches the age of 65. Spouse and dependent coverage may be obtained, if available, at expense of the employee.

Section 5. Safety Equipment.

Within one (1) month of becoming employed by the Town, one (1) pair of safety lenses will be provided to those employees who require eyeglasses, and whose duties the Town Manager determines will require safety lenses. \$125.00 per year is allowed for steel toe boots for full-time employees in the Highway, Transfer Station and Waste Water Treatment divisions and for other employees whose duties the Town Manager determines will require steel toe boots.

Section 6 Health Insurance Buy Out.

Employees not taking the health insurance shall receive a \$200.00 per month health insurance buy out upon proof of comparable health insurance coverage.

ARTICLE VII: Holiday Pay

Subject to these rules, the following holidays shall be paid holidays for full-time employees:

<del>New Years Day</del>	<del>Memorial Day</del>	<del>Veterans Day</del>
<del>Martin Luther King</del>	<del>Independence Day</del>	<del>Thanksgiving Day</del>
<del>Washington's Birthday</del>	<del>Labor Day</del>	<del>Christmas Day</del>
<del>Patriots Day</del>	<del>Columbus Day</del>	
<u>New Years Day</u>	<u>Memorial Day</u>	<u>Veterans Day</u>
<u>Martin Luther King</u>	<u>Independence Day</u>	<u>Thanksgiving Day</u>
<u>Washington's Birthday</u>	<u>Labor Day</u>	<u>Day after Thanksgiving (effective 2011)</u>
<u>Patriots Day</u>	<u>Columbus Day</u>	<u>Christmas Day</u>

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Unless otherwise required by law, if one of the above holidays falls on a Sunday the following Monday is considered the holiday; if on a Saturday, the preceding Friday is considered the holiday. The Board of Selectmen may determine any other holiday by proclamation. All employees must work the last work day before and the first work day following the holiday to receive the holiday pay unless otherwise approved in advance by the employee's Division Supervisor.

ARTICLE VII: Vacation Leave

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All full-time employees will be awarded annual vacation leave based upon the anniversary date of hire and shall be available from anniversary date to anniversary date with pay as per the following schedule:

After one (1) year and up to and including five (5) years anniversary	80 hours
After five (5) years anniversary	80 hours, plus eight (8) hours earned for each year over 5 years employed up to and including 10 years.
After ten (10) years anniversary	120 hours, plus eight (8) hours earned for each year over 10 years employed up to and including 15 years.
After fifteen (15) years anniversary	160 hours, plus eight (8) hours earned for each year over 15 years employed up to and including 20 years.
After twenty (20) years anniversary	200 hours plus eight (8) hours earned for each year over 20 Years employed up to and Including 25 years.
After twenty-five (25) years anniversary	240 hours plus eight (8) hours earned for each year over 25 years employed up to and Including 30 years.
After thirty (30) years anniversary	280 hours plus eight (8) hours earned for each year over 30 years employed up to and Including 35 years.

If a holiday falls within a vacation period, the vacation time will be extended by one workday. All vacations will be taken during the time approved by the employee's Division Supervisor. Employees are expected to utilize available vacation time during the year in which it was accrued. However, up to 80 hours of vacation time may be carried over from the anniversary date of one year to the anniversary date of the next year. No vacation time may be taken until one year of employment has been completed and the probationary period has been completed.

Vacation time may be taken in one-hour increments.

Qualification for vacation leave shall be calculated based upon the employee's seniority from original date of hire.

#### ARTICLE IX: Sick Leave

Sick leave shall not be considered as an entitlement which an employee may use at his discretion, but shall be allowed for necessity. Sick leave may be used for personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his regular position unless the employee is capable of other work in his division and assigned to such other work; or for personal medical or dental appointments; or to care for members of his immediate family affected by serious illness. Immediate family is defined to mean spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother and grandchildren. If requested, the employee shall furnish the Town with a certificate from his attending physician.

Each full-time employee covered by this agreement will be paid sick leave which will be earned at the rate of one-half (1/2) day for every month of service, accumulating to a maximum of sixty (60) days.

Any unused sick days at the end of a calendar year will be compensated monetarily for one-half (1/2) of the amount of days and the remaining one-half (1/2) of the days will be carried forward and accumulated.

For the purposes of this Article, the first month of an employee's service shall be counted as a full month of service only if employment begins on or before the 15th day of the month.

Full-time employees shall be eligible to use sick leave after sixty (60) days of service with the Town.

Absences for a part of a day that are chargeable to sick leave shall be charged proportionately in an amount not smaller than one hour.

Sick leave usage shall be recorded regularly. The Town Manager shall review all sick leave records periodically and shall investigate any cases which indicate abuse of privilege. Abuse of sick leave privilege shall be cause for discipline.

ARTICLE X: Bereavement Leave

In the event of a death occurring in the immediate family of a member of the Bargaining Unit, that member shall be granted four (4) days off without loss of pay. Immediate family shall be defined to include spouse, child, parent, stepparent, stepchild, foster-child living with the employee and significant other.

In the event of a death occurring in the extended family of a member of the Bargaining Unit, that member shall be granted two (2) days off without loss of pay. Extended family shall be defined as sibling, step-sibling, half-sibling, grand-parent, parent in-law, grandparent in-law, brother in-law, sister in-law, aunt and uncle.

ARTICLE XI: Court Leave

Bargaining Unit employees called for jury service will receive their regular salary from the Town during jury service, less the amount received for serving on the jury. Any employee subpoenaed as a witness on behalf of any local, county, state or national government as a result of an occurrence arising out his employment with the Town of Wiscasset shall be granted Court Leave, and will receive their regular salary from the Town during such service, less the amount received for serving as a witness

ARTICLE XII Health and Safety

Section 1. Reporting.

All non-emergency safety violations, hazards and concerns shall be brought to the attention of the facility supervisor by submitting in writing a memorandum delineating the nature of the violation, hazard or concern, its location, and any suggested remedial action. The facility supervisor shall respond to the memorandum in writing within five (5) days and shall indicate what remedial action, if any, is required and the time table for such. In the absence of the facility supervisor, all such memoranda shall be forwarded directly to the Town Manager.

Section 2. Shots

The Town agrees to provide all affected employees with such shots that are legally required, given the employee's exposure to various materials that may impose a health hazard.

ARTICLE XIII: Shop Stewards. Grievance Procedure

Section 1. Shop Stewards. Union Representation.

The Shop Stewards of the Union shall be composed of two (2) members of the Bargaining Unit whose names will be provided to the Town Manager. Non-employee representatives of the Union shall be granted access to the locations where Union members are working for the purpose

of administering the agreement. Shop Stewards shall be granted time away from their jobs for the purpose of investigating and processing grievances. Such time will be paid by the Town at the Steward's regular rate of pay.

#### Section 2. Procedures.

All grievances arising during the term of this agreement shall be submitted in writing, within thirty (30) calendar days of its occurrence to the Division Supervisor. The Division Supervisor shall render his decision in writing on all grievances within seven (7) calendar days from the date of submission of any grievance to him. If the decision of the Division Supervisor does not resolve a grievance, an appeal may be taken to the Town Manager and such appeal must be submitted, in writing, within fifteen (15) calendar days of the time that the Division Supervisor's decision is rendered to the Union. The Town Manager shall render his decision on a grievance appeal, in writing, to the Union within seven (7) calendar days following the receipt of the appeal by him.

If the decision of the Town Manager does not resolve a grievance, an appeal may be taken to an arbitration panel furnished pursuant to the rules of the Maine State Board of Arbitration and Conciliation by filing an intention to so appeal with the Town Manager not later than thirty (30) working days from the date of receipt of the decision of the Town Manager by the Union. The decision of the said panel shall be final and binding upon all parties. The cost of the panel and hearing room shall be borne equally between the Union and the Town. Court reporters may be used only by mutual consent between the Union and the Town. Each party shall bear the cost of its own witnesses. The Town shall make available to the Union any witness or document pertinent to the arbitration so requested in writing by the Union.

#### Section 3. Powers of Arbitration Panel.

The Arbitration Panel shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of the Contract or to make any award requiring the commission of any act prohibited by law, or to make any award that is itself contrary to law or violates any of the terms and conditions of this Contract.

### ARTICLE XIV: Severability

In the event that a provision of this Agreement is found to be in conflict with any law of the State of Maine, such invalidity shall not affect the validity of the remaining provisions. The Town and the Union agree that this Agreement is the entire agreement, terminates all prior understandings or agreements between the parties and concludes all negotiations during its term for employees covered by this Agreement. Neither party will during the term of this Agreement seek to unilaterally modify its terms. Neither party will during the term of this Agreement attempt to compel negotiations on a matter that was raised during negotiations or a matter that is covered by this Agreement.

#### ARTICLE XV: Maintenance of Vehicles

Each employee shall be responsible for routine maintenance of the vehicle(s) assigned to him, such maintenance to be performed without differential pay. The Division Supervisor shall be responsible for assignment of such maintenance and all such maintenance shall be supervised by him or his designee. Routine maintenance shall be defined as the greasing of vehicles, changing (but not mounting) of tires, and minor repairs such as the changing of fuses, bulbs or replacing wiper blades.

#### ARTICLE XVI: Leaves of Absence

##### Section 1. Reasonable Purpose.

Leaves of absence without pay, not to exceed six (6) months, may be granted for a reasonable purpose. Such leaves shall be approved by the Division Supervisor and the Town Manager and shall be subject to the discretion of the Town Manager. Any such leaves may be extended or renewed beyond the six (6) month period at the discretion of the Town. No leave of absence will be granted to any employee in order to accept employment outside the Town of Wiscasset. Any individual granted a leave of absence has the option of returning to his original position if available or to a substantially equivalent position.

##### Section 2. Family and Medical Leave.

Family and medical leave without pay shall be granted for a period of time not to exceed twelve (12) weeks at the request of the employee, and in accordance with the provisions of State and Federal Family and Medical Leave Acts.

##### Section 3. Medical Leaves.

Medical leaves, in addition to medical leave under State and Federal statutes, without pay shall be granted to an employee upon proof supplied by his physician that the employee suffers from a non-work related condition or occurrence that causes him to be unable to perform his job duties. Such leave may be up to a six (6) month period and may be extended for an additional six (6) month period at the discretion of the Town, said extension not to be unreasonably denied should the condition or occurrence so warrant. At any time during the medical leave, the Town shall have the right to request an independent medical examination from a medical health professional, and if requested by the Town, such examination shall be at the Town's expense. In addition, the Town shall have the right to have access to all medical records, reports and documentation regarding the employee's condition. The employee will be responsible for providing documentation from appropriate medical health professionals that the employee is capable of performing all job related duties prior to returning to work. Employees, upon returning to work, shall be returned to their original position if available or to a substantially equivalent position. In order to support the continuation of a medical leave, there will need to be a demonstration that the employee will have the capacity to return to work at some point within a reasonable time frame.

Section 4 Educational Leaves.

Educational leaves without pay may be granted by the Town Manager at the discretion of the Town. The educational leave shall be for the purpose of upgrading the individual's work related skills or professional ability. Employees may also request time off without pay to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade their work related skills or professional ability. If participation by the employee in the educational program is at the request of the Town, the Town will pay full costs of the program including wages and benefits.

Section 5. Military Leave.

Military leave shall be granted in accordance with the provisions of State and Federal laws.

Section 6. Union Business Leave.

Any employee elected or appointed to a full-time position in the Union shall be granted an unpaid leave of absence for the term of his office. Any person appointed to attend Union sponsored training, conferences, or conventions shall be granted an unpaid leave of absence not to exceed fourteen consecutive working days.

ARTICLE XVII: Computer and Necessary Training

Both the Town and its employees benefit from the provision of training opportunities, at a reasonable expense to the Town, which are either approved or mandated by the Town Manager. Training programs shall be designed to improve the quality of performance and to bring about more efficient and/or economical operations. Employees covered by this Agreement shall receive pay at the regular base rate for actual time spent in approved training when such training is authorized in advance by the Town Manager. For employees whose regular job function includes the use of computers, a minimum of eight (8) hours of computer training shall be offered.

ARTICLE XVIII: Licenses

Any employee hired after July 1, 2006 must have a Class II license by the end of the probationary period and in addition to any other license or certification required for the position. All current employees who have Class II licenses on the effective date of this Agreement, and any current employee who obtains a Class II license after the effective date must maintain that license in good standing.

ARTICLE XXIV: Bargaining Unit Positions

During the term of this Agreement, neither the Board of Selectmen nor the Town Manager

intends to or anticipates reducing the total number of positions in the Public Works Department bargaining unit (Highway Division, Transfer Station Division and Waste Water Treatment Division) from the levels in effect at the date of execution of this Agreement. The Union recognizes and agrees that this expression of intent is not a promise of job security, a "minimum staffing" agreement or an agreement for a definite term of employment to any individual, and the Board of Selectmen and Town Manager retain full authority, within their respective roles, to take actions necessary to meet budget and funding demands, to follow directives of the Town Legislative Body or otherwise to administer the affairs of the Town consistent with the obligations of their office.

#### ARTICLE XX: Work Assignments

Employees are expected to perform work as directed and assigned by their supervisors. Employees may be assigned, within their qualifications, to perform work within any division of the Public Works Department as needed for efficient and effective operations.

#### ARTICLE XXI: Bulletin Boards

The Town shall provide and install a minimum of four (4) bulletin boards for the exclusive use of the Union. At least one (1) bulletin board shall be placed in each of the following locations: Town Garage, Waste Water Treatment Facility, Solid Waste Transfer Station, and the Town Office.

#### ARTICLE XXII: Previous Practice-Policies

All previous practices and policies not specifically modified by this agreement shall remain unchanged for the duration of this agreement.

#### ARTICLE XXIII: Management Rights

The Town has the sole and exclusive right to manage its operations and retains all of its management rights, whether exercised or not, unless specifically modified by this Agreement. These rights include the right to determine the mission, location and size of all departments and divisions; the right to direct the work force; the right to determine the size of the work force; the right to evaluate and/or measure the performance of employees; the right to classify new employees; the right to eliminate positions or make temporary layoffs; the right to determine operating budgets; the right to purchase equipment the Town deems necessary; the right to maintain efficient operations and the right to take actions that may be necessary to carry out the mission of Town government in a state of emergency. All these rights shall be exercised within the confines of the Collective Bargaining Agreement.

ARTICLE XXIV: Duration of Agreement

The term of this contract shall be from ~~July 1, 2006~~ January 1, 2010 and shall remain in full force and effect until and including ~~December 31, 2008~~ June 30, 2012.

IN WITNESS HEREOF, the parties hereto have interchangeably set their hands and seals as of the day and year first above written.

For the Town of Wiscasset, Maine

For IAMAW Local S/89 District Lodge #4

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Addendum "A" Wages

1. Base wage rate. Employees who are members of the Bargaining Unit as of October 1, 2006 shall be paid hourly wages in accordance with the following scale:

<u>Classification</u>	<u>Effective on Date of Execution</u>	<u>Effective 1/1/07</u>	<u>Effective 1/1/08</u>
Class I Utility Driver/Laborer (Tue-Sat)	15.99/hr	16.47/hr	16.96/hr
Class I Driver/Laborer (Mon-Fri)	15.99/hr	16.47/hr	16.96/hr
Class II Driver/Laborer (Mon-Fri)	15.48/hr	15.94/hr	16.42/hr
Class II Driver/Laborer (Tue-Sat)	15.48/hr	15.94/hr	16.42/hr
Head Mechanic (Mon-Fri)	17.93/hr	18.47/hr	19.02/hr
Transfer Station Laborer (Tue-Sat)	13.02/hr	13.41/hr	13.81/hr
Accounts Clerk (Mon-Fri)	16.10/hr	16.59/hr	17.08/hr
Secretary (Mon-Fri)	15.85/hr	16.32/hr	16.81/hr

<u>Classification</u>	<u>Effective 1/1/11</u>	<u>Effective 1/1/12</u>
Class I Utility Driver/Laborer (Tue-Sat)	17.30/hr.	17.65/hr.
Class I Driver/Laborer (Mon-Fri)	17.30/hr.	17.65/hr.
Class II Driver/Laborer (Mon-Fri)	16.75/hr.	17.08/hr.
Class II Driver/Laborer (Tue-Sat)	16.75/hr.	17.08/hr.
Head Mechanic (Mon-Fri)	19.40/hr.	19.79/hr.
Transfer Station Laborer (Tue-Sat)	14.09/hr.	14.37/hr.
Accounts Clerk (Mon-Fri)	17.42/hr.	17.77/hr.
Secretary (Mon-Fri)	17.15/hr.	17.49/hr.

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2. Retroactivity. On the next regular pay day following execution of the Agreement, each employee in the bargaining unit will receive a lump sum equal to six months (1040 hours) multiplied by the difference in the new hourly rate minus the hourly rate that existed before contract execution, less taxes and other required deductions; payment of \$750 for the calendar year 2009 and a lump sum payment of \$750 for the calendar year 2010.

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Lump Sum ~~1.040 X (New hourly rate — Old hourly rate)~~

3. Eliminate Operator Pay. No additional wages will be paid to an employee or classification based on the operation of any piece or kind of equipment.

Addendum "B" New Employee Wage Scale

Employees who are members of the Bargaining Unit hired by the Town of Wiscasset after January 1, 2003 will be paid in accordance with the following wage scale:

<u>Classification</u>	<u>Start</u>	<u>After 1 year</u>	<u>After 2 years</u>
<u>Class I Utility Driver/Laborer (Tue-Sat)</u>	<u>12.75/hr</u>	<u>13.01/hr</u>	<u>13.27/hr</u>
<u>Class I Driver/Laborer (Mon-Fri)</u>	<u>12.75/hr</u>	<u>13.01/hr</u>	<u>13.27/hr</u>
<u>Class II Driver/Laborer (Mon-Fri)</u>	<u>11.50/hr</u>	<u>11.73/hr</u>	<u>11.96/hr</u>
<u>Class II Driver/Laborer (Tue-Sat)</u>	<u>11.50/hr</u>	<u>11.73/hr</u>	<u>11.96/hr</u>
<u>Head Mechanic (Mon-Fri)</u>	<u>15.25/hr</u>	<u>15.56/hr</u>	<u>15.87/hr</u>
<u>Transfer Station Laborer (Tue-Sat)</u>	<u>10.75/hr</u>	<u>10.97/hr</u>	<u>11.18/hr</u>
<u>Accounts Clerk (Mon-Fri)</u>	<u>14.50/hr</u>	<u>14.79/hr</u>	<u>15.09/hr</u>
<u>Secretary (Mon-Fri)</u>	<u>12.50/hr</u>	<u>12.75/hr</u>	<u>13.01/hr</u>

Effective January 1, 2011

<u>Classification</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
<u>Class I Utility Driver/Laborer (Tue-Sat)</u>	<u>13.01/hr.</u>	<u>13.27/hr.</u>	<u>13.54/hr.</u>
<u>Class I Driver/Laborer (Mon-Fri)</u>	<u>13.01/hr.</u>	<u>13.27/hr.</u>	<u>13.54/hr.</u>
<u>Class II Driver Laborer (Mon-Fri)</u>	<u>11.73/hr.</u>	<u>11.96/hr.</u>	<u>12.20/hr.</u>
<u>Class II Driver/Laborer (Tue-Sat)</u>	<u>11.73/hr.</u>	<u>11.96/hr.</u>	<u>12.20/hr.</u>
<u>Head Mechanic (Mon-Fri)</u>	<u>15.56/hr.</u>	<u>15.87/hr.</u>	<u>16.19/hr.</u>
<u>Transfer Station Laborer (Tue-Sat)</u>	<u>10.97/hr.</u>	<u>11.19/hr.</u>	<u>11.64/hr.</u>
<u>Accounts Clerk (Mon-Fri)</u>	<u>14.79/hr.</u>	<u>15.09/hr.</u>	<u>15.39/hr.</u>
<u>Secretary (Mon-Fri)</u>	<u>12.75/hr.</u>	<u>13.01/hr.</u>	<u>13.27/hr.</u>

Effective January 1, 2012

<u>Classification</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
<u>Class I Utility Driver/Laborer (Tue-Sat)</u>	<u>13.29/hr.</u>	<u>13.547/hr.</u>	<u>13.81/hr.</u>
<u>Class I Driver/Laborer (Mon-Fri)</u>	<u>13.29/hr.</u>	<u>13.54/hr.</u>	<u>13.81/hr.</u>
<u>Class II Driver Laborer (Mon-Fri)</u>	<u>11.96/hr.</u>	<u>12.20/hr.</u>	<u>12.44/hr.</u>
<u>Class II Driver/Laborer (Tue-Sat)</u>	<u>11.96/hr.</u>	<u>12.20/hr.</u>	<u>12.44/hr.</u>
<u>Head Mechanic (Mon-Fri)</u>	<u>15.87/hr.</u>	<u>16.19/hr.</u>	<u>16.51/hr.</u>
<u>Transfer Station Laborer (Tue-Sat)</u>	<u>11.19/hr.</u>	<u>11.41/hr.</u>	<u>11.87/hr.</u>
<u>Accounts Clerk (Mon-Fri)</u>	<u>15.09/hr.</u>	<u>15.39/hr.</u>	<u>15.70/hr.</u>
<u>Secretary (Mon-Fri)</u>	<u>13.01/hr.</u>	<u>13.27/hr.</u>	<u>13.54/hr.</u>

**Lisa Garman**

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**From:** Wiscasset Fire Department <wiscassetfire@wiscasset.net>  
**Sent:** Tuesday, December 14, 2010 5:08 PM  
**To:** Laurie Smith; Lisa Garman; Becky Applin; Jim George; Chris Wolfe; assessor@wiscasset.org  
**Cc:** Roland Abbott  
**Subject:** Burn Permits

In an effort to alleviate the "burning" question of how to get a burn permit when there is no one at the fire station and / or when people are unable or unwilling to get their permits on-line, Roland Abbott has stepped forward and volunteered to write burn permits.

Roland may write permits while he is in the office but is not to be contacted for burn permits when he is not working. Those calls may still be directed to me at my cell phone 607-3724. I am in hopes that this will greatly reduce or, dare I say, eliminate the phone calls and abuse that has been focused on the town office. I apologize for those citizens that do not understand that the fire dept. is a volunteer organization and is not staffed 24/7 and take their frustrations out on whoever happens to answer the phone.

I am also working on a list of fire department members that are authorized to issue burn permits and will send that out as soon as it is done.

Thank you all for your understanding and patience,

Rob



# Town of Wiscasset

11B

## MEMORANDUM

To: Board of Selectmen  
Fr: Laurie Smith, Town Manager  
Re: Questions Regarding A Potential Withdrawal from the RSU  
Dt: December 16, 2010

As I indicated at the last Selectmen's Meeting I scheduled a meeting for December 10<sup>th</sup>, 2010 with Jim Rier of the Department of Education. The purpose of the meeting was to ascertain the parameters and consequences of a proposed withdrawal from the RSU 12. Jim Rier reviewed the state statute M.R.S.A. 20-A, Section 1466 and answered the questions which I and the citizen volunteers had developed.

### ***Question: What is the timeline associated with an RSU withdrawal?***

1. No official work or votes can begin until the completion of three years within the RSU. The three year date for Wiscasset is July 1, 2012.
2. After the three year time period the residents of the municipality may petition to withdraw. Ten percent of the number of voters in the municipality who voted at the last gubernatorial election must sign the petition. The current number would be 166. The petition process cannot begin until after July 1, 2012.
3. Once the petition is submitted and verified the petition must be approved by secret ballot by a majority vote. The article to be voted on must be in the following form:

"Do you favor filing a petition for withdrawal with the board of directors of regional school unit 12 and with the Commissioner of Education, authorize the withdrawal committee to expend \$ \_\_\_\_\_ and authorizing the Selectmen of Wiscasset to issue notes in the name of the Town of Wiscasset or otherwise pledge the credit of the Town of Wiscasset in an amount not to exceed \$ \_\_\_\_\_ for this purpose?"
4. The Selectmen than appoint representatives to a withdrawal committee:
  - a. One member from the Board of Selectmen
  - b. One member from the general public
  - c. One member from the group filing the petition
  - d. One member of the RSU who represents Wiscasset.

The committee's purpose is develop a plan and prepare an agreement with the Regional School Unit for the withdrawal. The agreement must eleven different provisions from when the withdrawal takes effect to how all pieces of the education system will be provided for in the future. Part of the agreement will also be the division of property and debt.

5. Once the agreement has been negotiated between the two parties it is sent to the Commissioner of Education for conditional approval.
6. If the agreement receives conditional approval then a public hearing is held in Wiscasset.
7. After the hearing a date is set for the municipal election on the withdrawal agreement. Another public hearing is required as part of the election process. The ballot should read :  
“Do you favor the withdrawal of the Town of Wiscasset from the regional school unit 12 subject to the terms and conditions of the withdrawal agreement dated \_\_\_\_\_.”
8. **Withdrawal requires a 2/3 vote of those casting votes.**

Once a community withdraws from an RSU there are considered to be non-compliant with State statute. They then have 2 years to comply with RSU law.

***Question: What determines the size of an RSU? Is there a minimum requirement?***

The current minimum standard for any RSU is 1,200 students.

***Question: What opportunities are there for us join another RSU?***

Once the Town follows the process for withdrawal it may then vote to join a different RSU. There is a two year deadline for compliance with the statute as noted above. It was suggested that the committee should begin negotiations with other RSUs as part of the agreement process as a plan for future education will be required.

***Question: How might we best negotiate a fair funding formula within our RSU that treats all students and towns equally?***

When the RSU process began there was no “magic” formula that everyone used, each group of municipalities designed a formula that worked for the overall group. It was not uncommon to begin the new unit using a formula based on the current percentages each municipality was currently paying. Since then certain formulas have been identified as working well at bringing equity to the group. Most of these formulas introduce weighted averages for student population. Any formula changes however need to be negotiated within the RSU.

***Question: What are the consequences to consider of an RSU Withdrawal?***

Each portion of an agreement needs to be negotiated, these includes debt, property, future education, school building closures, and new partnerships.

*What support can the Department of Education provide in order for us assess the fiscal, legal and educational issues?*

The Department of Education can answer questions regarding the process and offer suggestions as to where to find good models. However, the municipality will shoulder the costs for legal and fiscal consultation during the development of an agreement.

Mr. Rier made it clear that the process is difficult and time consuming, but not impossible. I have also attached a copy of the statute for your reference.

## 20-A §1466. WITHDRAWAL OF A SINGLE MUNICIPALITY FROM A REGIONAL SCHOOL UNIT

### 20-A §1466. WITHDRAWAL OF A SINGLE MUNICIPALITY FROM A REGIONAL SCHOOL UNIT

**1. Petition.** The residents of a municipality that has been a member of a regional school unit for at least 3 years may petition to withdraw from the regional school unit in accordance with this subsection.

A. Ten percent of the number of voters in the municipality who voted at the last gubernatorial election must sign the petition to withdraw from the regional school unit. [2009, c. 580, §9 (NEW) .]

B. At least 10 days before the special election called pursuant to this paragraph, the municipal officers of the municipality within the regional school unit shall hold a posted or otherwise advertised public hearing on the petition. The municipal officers shall call and hold a special election in the manner provided for the calling and holding of town meetings or city elections to vote on the withdrawal from the regional school unit. [2009, c. 580, §9 (NEW) .]

C. The petition to withdraw from the regional school unit must be approved by secret ballot by a majority vote of the voters present and voting before it may be presented to the regional school unit board and the commissioner. Voting in towns must be conducted in accordance with Title 30-A, sections 2528 and 2529, even if the towns have not accepted the provisions of Title 30-A, section 2528, and voting in cities must be conducted in accordance with Title 21-A. [2009, c. 580, §9 (NEW) .]

For the purposes of this subsection, the 3-year period after which a petition to withdraw may be considered in a member municipality of a school administrative district that was reformulated as a regional school unit pursuant to Public Law 2007, chapter 240, Part XXXX, section 36, subsection 12 is 3 years after the original operational date of the school administrative district; and the 3-year period after which a petition to withdraw may be considered in a member municipality of a school administrative district that did not reformulate as a regional school unit but that became a member entity of an alternative organizational structure is 3 years after the operational date of the alternative organizational structure.

[ 2009, c. 580, §9 (NEW) .]

**2. Form.** The article to be voted upon must be in substantially the following form:

"Article: Do you favor filing a petition for withdrawal with the board of directors of regional school unit (name of regional school unit) and with the Commissioner of Education, authorizing the withdrawal committee to expend \$ (insert amount) and authorizing the (municipal officers; i.e., selectpersons, town council, etc.) to issue notes in the name of the (name of the municipality) or otherwise pledge the credit of the (name of the municipality) in an amount not to exceed \$ (insert amount) for this purpose?

Yes No"

[ 2009, c. 580, §9 (NEW) .]

**3. Notice of vote.** If residents of the municipality vote favorably on a petition for withdrawal, the clerk shall immediately give written notice, by registered mail, to the secretary of the regional school unit and the commissioner that must include:

A. The petition adopted by the voters, including the affirmative and negative votes cast; and [2009, c. 580, §9 (NEW) .]

B. An explanation by the municipal officers, stating to the best of their knowledge the reason or reasons why the municipality seeks to withdraw from the regional school unit. [2009, c. 580, §9 (NEW) .]

[ 2009, c. 580, §9 (NEW) .]

**4. Agreement for withdrawal; notice; changes in agreement; final agreement.** The agreement for withdrawal must comply with this subsection.

A. The commissioner shall direct the municipal officers of the petitioning municipality to select representatives to a withdrawal committee as follows: one member from the municipal officers, one member from the general public and one member from the group filing the petition. The commissioner shall also direct the directors of the regional school unit board representing the petitioning municipality to select one member of the regional school unit board who represents that municipality to serve on the withdrawal committee. The municipal officer and the member of the regional school unit board serve on the withdrawal committee only so long as they hold their respective offices. Vacancies must be filled by the municipal officers and the regional school unit board. The chair of the regional school unit board shall call a meeting of the withdrawal committee within 30 days of the notice of the vote in subsection 3. The chair of the regional school unit board shall open the meeting by presiding over the election of a chair of the withdrawal committee. The responsibility for the preparation of the agreement rests with the withdrawal committee, subject to the approval of the commissioner. The withdrawal committee may draw upon the resources of the department for information not readily available at the local level and employ competent advisors within the fiscal limit authorized by the voters. The agreement must be submitted to the commissioner within 90 days after the withdrawal committee is formed. Extensions of time may be granted by the commissioner upon the request of the withdrawal committee.

(1) The agreement must contain provisions to provide educational services for all students of the petitioning municipality within the regional school unit. The agreement must provide that during the first year following the withdrawal students may attend the school they would have attended if the petitioning municipality had not withdrawn. The allowable tuition rate for students sent from one municipality to another in the former regional school unit must be determined under section 5805, subsection 1, except that it is not subject to the state per pupil average limitation in section 5805, subsection 2.

(2) The agreement must establish that the withdrawal takes effect at the end of the regional school unit's fiscal year.

(3) The agreement must establish that the withdrawal will not cause a need within 5 years from the effective date of withdrawal for school construction projects that would be eligible for state funds. This limitation does not apply when a need for school construction existed prior to the effective date of the withdrawal or when a need for school construction would have arisen even if the municipality had not withdrawn.

(4) The agreement must establish how transportation services will be provided.

(5) The agreement must provide for administration of the new administrative unit, which should not include the creation of new supervisory units if at all possible.

(6) The agreement must make provision for the distribution of financial commitments arising from outstanding bonds, notes and any other contractual obligations that extend beyond the proposed date of withdrawal.

(7) The agreement must provide appropriately for the distribution of any outstanding financial commitments to the superintendent of the regional school unit.

(8) The agreement must provide for the continuation and assignment of collective bargaining agreements as they apply to the new or reorganized regional school unit for the duration of those agreements and must provide for the continuation of representational rights.

(9) The agreement must provide for the continuation of continuing contract rights under section 13201.

(10) The agreement must provide for the disposition of all real and personal property and other monetary assets.

(11) The agreement must provide for the transition of administration and governance of the schools to properly elected governing bodies of the newly created administrative unit and must provide that the governing body may not be elected simultaneously with the vote on the article to withdraw unless the commissioner finds there are extenuating circumstances that necessitate simultaneous

elections. [2009, c. 580, §9 (NEW).]

B. Within 60 days of the receipt of the agreement, the commissioner shall either give it conditional approval or recommend changes. The changes must be based upon the standards set forth in paragraph A and the commissioner's findings of whether the contents of the agreement will provide for appropriate educational and related services to the students of the petitioning municipality and for the orderly transition of assets, governance and other matters related to the petitioning municipality and the regional school unit. [2009, c. 580, §9 (NEW).]

C. If the commissioner gives conditional approval of the agreement, the commissioner shall notify the regional school unit board and the municipal officers by registered mail of the time and place of a public hearing at least 20 days prior to the date set for the hearing to discuss the merits of the proposed agreement of withdrawal. The chair of the regional school unit board shall conduct the hearing.

(1) The regional school unit board shall post a public notice in each municipality of the time and location of the hearing at least 10 days before the hearing.

(2) Within 30 days following the hearing under this paragraph, the withdrawal committee shall forward the final agreement to the commissioner. [2009, c. 580, §9 (NEW).]

D. If the commissioner recommends changes to the agreement, the commissioner shall:

(1) Send the agreement back to the withdrawal committee for necessary corrections;

(2) Establish a maximum time within which to make the corrections; and

(3) Indicate that the corrected agreement must be returned to the commissioner for conditional approval before it goes to public hearing as set forth in paragraph C. [2009, c. 580, §9 (NEW).]

[ 2009, c. 580, §9 (NEW) .]

**5. Date of municipal election; notice; warrant; polling hours.** The date and time for voting is as set forth in this subsection.

A. The commissioner shall determine the date upon which the voters of the petitioning municipality must vote upon the agreement submitted to them. The election must be held as soon as practicable, and the commissioner shall attempt to set the date of the vote to coincide with a statewide election. [2009, c. 580, §9 (NEW).]

B. At least 35 days before the date set in paragraph A, the commissioner shall give written notice of the date by registered or certified mail to the town clerk or city clerk of the municipality petitioning to withdraw. [2009, c. 580, §9 (NEW).]

C. The town clerk or city clerk shall immediately notify the municipal officers upon receipt of the notice under paragraph B, and the municipal officers shall meet and immediately issue a warrant for a special town meeting or city election, as the case may be, to be held on the date designated by the commissioner. No other date may be used. [2009, c. 580, §9 (NEW).]

D. In a warrant under paragraph C, the municipal officers shall direct that the polls are to be open at 10 a.m. and remain open until 8 p.m. [2009, c. 580, §9 (NEW).]

[ 2009, c. 580, §9 (NEW) .]

**6. Public hearing; voting procedures.** The following requirements apply to the voting procedures.

A. At least 10 days before the election, the municipal officers shall hold a posted or otherwise advertised public hearing on the withdrawal question. [2009, c. 580, §9 (NEW).]

B. Except as otherwise provided in this section, the voting at the meeting held in a town must be conducted in accordance with Title 30 - A, sections 2528 and 2529, even if the town has not accepted the provisions of Title 30 - A, section 2528. [2009, c. 580, §9 (NEW).]

C. The voting at the meeting held in a city must be conducted in accordance with Title 21 - A. [2009,

c. 580, §9 (NEW) .]

[ 2009, c. 580, §9 (NEW) .]

**7. Article.** The article to be voted on must be in the following form.

"Article: Do you favor the withdrawal of the (name of municipality) from the regional school unit (name of regional school unit) subject to the terms and conditions of the withdrawal agreement dated (insert date)?"

Yes No"

[ 2009, c. 580, §9 (NEW) .]

**8. Ballots; posting of agreement.** The withdrawal agreement need not be printed on the ballot. Copies of the agreement must be posted in the municipality in the same manner as specimen ballots are posted under Title 30 - A, section 2528.

[ 2009, c. 580, §9 (NEW) .]

**9. Required vote.** A 2/3 vote of those casting valid votes in the municipality is required before the municipality may withdraw from the regional school unit.

[ 2009, c. 580, §9 (NEW) .]

**10. Restriction on withdrawal petitions.** A municipality within a regional school unit may not petition for withdrawal within 2 years after the date of:

A. A municipal vote on a petition for withdrawal if the petition received less than 45% of the votes cast; or [2009, c. 580, §9 (NEW) .]

B. A municipal vote on a withdrawal agreement if the agreement received less than 60% of the votes cast. [2009, c. 580, §9 (NEW) .]

[ 2009, c. 580, §9 (NEW) .]

**11. Cost of advisors.** The expense of employing competent advisors by the municipality petitioning to withdraw must be borne by the municipality, and the expense of employing competent advisors by the regional school unit must be borne by the regional school unit with the municipality bearing its share according to the regional school unit's cost-sharing agreement.

[ 2009, c. 580, §9 (NEW) .]

**12. Determination of vote.** The town clerk or city clerk shall, within 24 hours of determination of the result of the vote in the municipality, certify the total number of votes cast in the affirmative and the total number of votes cast in the negative on the article to the commissioner.

[ 2009, c. 580, §9 (NEW) .]

**13. Determination of results; execution of agreement.** If the commissioner finds that a 2/3 majority of the voters voting on the article have voted in the affirmative, the commissioner shall notify the municipal officers and the regional school unit board to take steps for the withdrawal in accordance with the terms of the agreement for withdrawal.

[ 2009, c. 580, §9 (NEW) .]

**14. Recount; checklists and ballots; disputed ballots.** This subsection applies to recounts, checklists, ballots and disputed ballots.

A. If, within 7 days of the computation and recording of the results of the voting, the municipality requests to the commissioner in writing a recount of the votes, the commissioner shall immediately cause the checklists and all the ballots cast in the municipality to be collected and kept at the commissioner's office so they may be recounted by the municipality. [2009, c. 580, §9 (NEW) .]

B. The town clerk or city clerk of the municipality is authorized to deliver the checklists and ballots to the commissioner, notwithstanding any other provision of law to the contrary. [2009, c. 580, §9 (NEW) .]

C. The commissioner shall resolve any question with regard to disputed ballots. [2009, c. 580, §9 (NEW) .]

[ 2009, c. 580, §9 (NEW) .]

**15. Execution of agreement; certified record; certificate of withdrawal.** When the agreement for withdrawal has been put into effect by the municipality, the municipal officers shall notify the commissioner by certified mail that the agreement of withdrawal has been executed. A complete certified record of the transaction involved in the withdrawal must be filed with the commissioner. The commissioner shall immediately issue a certificate of withdrawal to be sent by certified mail for filing with the regional school unit board and shall file a copy in the office of the Secretary of State.

[ 2009, c. 580, §9 (NEW) .]

**16. Indebtedness.** This subsection applies to outstanding indebtedness.

A. Whenever a municipality withdraws from a regional school unit having outstanding indebtedness, the regional school unit remains intact for the purpose of securing and retiring the indebtedness. The withdrawal agreement may provide for alternate means for retiring outstanding indebtedness. [2009, c. 580, §9 (NEW) .]

B. For the purposes of this subsection, "outstanding indebtedness" means bonds or notes issued or assumed by the regional school unit board and lease-purchase agreements issued or assumed by the regional school unit, but does not include any indebtedness of the withdrawing municipality assumed by the regional school unit at the time of formation. [2009, c. 580, §9 (NEW) .]

[ 2009, c. 580, §9 (NEW) .]

**17. General purpose aid.** When a municipality withdraws from a regional school unit, the general purpose aid for the municipality must be computed in accordance with chapter 606 - B.

[ 2009, c. 580, §9 (NEW) .]

**18. Committee recall.** If the commissioner determines that the withdrawal committee has failed to comply with the requirements of this section, the commissioner may authorize the municipal officers to appoint new representatives to the withdrawal committee.

[ 2009, c. 580, §9 (NEW) .]

**19. Transfer of property.** The regional school unit board may negotiate with the withdrawal committee regarding an equitable division of the regional school unit's property between the regional school unit and the municipality represented by the withdrawal committee and transfer title of the property to the municipality following withdrawal. The regional school unit board shall determine that the regional school unit's educational program will not be disrupted solely because of the transfer of any given property before it may complete the transfer.

[ 2009, c. 580, §9 (NEW) .]

**20. Reorganization; penalties.** A municipality that withdraws from a regional school unit under this

section is not subject to penalties applicable to a nonconforming school administrative unit under section 15696 for 2 years after withdrawing from the regional school unit. A municipality that does not join a conforming school administrative unit within 2 years of withdrawal is subject to the penalties applicable to a nonconforming school administrative unit under section 15696. The remaining municipality or municipalities within the regional school unit from which the municipality withdraws are not subject to penalties applicable to a nonconforming school administrative unit under section 15696 for 2 years after the withdrawal of the municipality.

[ 2009, c. 580, §9 (NEW) .]

SECTION HISTORY

2009, c. 580, §9 (NEW) .

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## THE “GOOD NEWS” FACTS ABOUT CONSOLIDATION IN RSU #12

- SCHOOL “CHOICE” has been preserved
- Regionally, highly valued SMALL SCHOOLS have been preserved and remain open
- Regionally, BUDGET SPENDING has been REDUCED by 4.2% in two years (\$26.0 million in FY 2009 to \$24.9 million in FY 2011), which has successfully blunted a 23.1% loss in state funding (\$2.7 million) over the same time period, with MORE SAVINGS to come....
- Regional STABILITY in municipal tax commitments for education
- Programming has been PRESERVED and ENHANCED / EXPANDED in numerous important areas, such as: RTI (Response to Intervention), BACE (Behavior and Autism), MATH (Everyday Math K to 4), TECHNOLOGY, READING (e.g. Lexia, Reading A to Z, Accelerated Reader, Summer Reading) and GIFTED AND TALENTED, SPANISH, KIEVE LEADERSHIP INSTITUTE and SOCIAL WORK Services
- A PROVEN curriculum, assessment and professional development model, via the “Curriculum Leadership Institute,” has been adopted by the RSU’s Board
- Regionally, administrators, as well as instructional and support staffs have combined successfully to share and learn together in the pursuit of excellence for the region’s children, utilizing a detailed Professional Development Calendar
- ENROLLMENT has been SUSTAINED at Wiscasset High School (Currently EXCEEDS 215 students, where it would be less than 185 students, without consolidation)

### IMPORTANT INITIATIVES “IN THE WORKS”

- Re-examination of the current formula for sharing “local” costs (Cost Sharing Formula), as described in the RSU 12 Organizational Plan
- “Future Search” long-range planning and “visioning” workshop (Scheduled for April 1-2, 2011)
- Fiscal planning to deal with an anticipated loss of an ADDITIONAL \$1.0 million in state funding for the FY 2012 cycle
- Recruiting and Retention-Consideration of a foreign student tuition program, freshman honors academics, club, or other athletic program opportunities (e.g. Lacrosse) and marketing / advertisement of the quality programs offered at WHS and across the RSU