

Agreement

July 1st, 2020 – June 30th, 2021

Between

Town of Mechanic Falls

And

National Fraternal Order of Police

For the

Police Officers

Of the

Mechanic Falls Police Association

This Agreement made and entered into by and between the TOWN OF MECHANIC FALLS, hereinafter referred to as "TOWN," and FRATERNAL ORDER OF POLICE, hereinafter referred to as "UNION."

ARTICLE 1 – PREAMBLE

- A. Pursuant to the provisions of Chapter 9A Revised Statutes of Maine, Title 26, as enacted by the Maine Legislature in 1969, entitled "An Act Establishing the Municipal Public Labor Relations Law" and pursuant to the provisions of the Personnel Policy of the Town of Mechanic Falls, this Agreement is made and entered into by and between the Town of Mechanic Falls, Maine, and the Mechanic Falls Police Association.
- B. In order to establish mutual rights, preserve proper employee morale, and to promote effective municipal operations, the Town of Mechanic Falls, Maine and the Mechanic Falls Police Association herein bind themselves in mutual agreement as follows:

ARTICLE 2 – UNION RECOGNITION AND NON-DISCRIMINATION

- A. The Town recognizes the Fraternal Order of Police as the sole and exclusive bargaining representative of all police officers in the Mechanic Falls Police Department below the rank of Chief for the purposes of bargaining for hours of work, wages, working conditions, and all other terms and conditions of employment. All secretaries and Reserve Officers, are herewith excluded from this Agreement.
- B. The exclusive bargaining rights set forth in the previous paragraph include, among other things, the responsibility of the Union to (a) extend to all police officers below the rank of Chief of the Department, whether they are members of the Union or not, the benefits of any contract arrived at through the process of collective bargaining; (b) practice no discrimination against non-union employees; and (c) allow a non-union employee to take up the employee's own grievance with the Town, provided the Union is notified and is allowed to be present to protect their rights under said Agreement.
- C. No employee covered by this Agreement shall be favored or discriminated against because of creed, color, age, sex, sexual orientation, national origin, religion, physical and mental disability, except where such disability, even with reasonable accommodation, disqualifies an individual for a particular position, worker's compensation history, whistle blower history, previous or present union activities or union membership.

ARTICLE 3 – UNION DUES

Union Dues

1. The Town agrees to deduct weekly dues from the pay of each employee who voluntarily signs a check of authorization in the form hereafter set forth until such time as the Town receives a written notice of revocation as described later below.
2. Employees covered by this bargaining unit who refuse to pay either dues or a fair share shall not receive services of the Union for processing grievances, unless they pay reasonable fees for such services, including attorney's fees, arbitrator's fees and expenses incurred by the Union. Failure to pay under this provision will not result in disciplinary action.
3. Authorization for such deductions shall be irrevocable for the period of this Agreement and shall be automatically renewed for successive similar periods unless revoked by written notice to the employer and to the Union fifteen (15) days prior to the expiration of this Agreement or any extension thereof

The Union shall indemnify the Town and any Department of the Town and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action or inaction of the Town or any Department of the Town for the purposes of complying with the provision of this Article.

ARTICLE 4 – UNION BUSINESS

- A. The Union agrees to supply the Chief of Police and the Finance Office with a list of officers of the Union and the names of the Union's representatives and the names of the Grievance Committee within thirty (30) days of the date of appointment or election. It shall be the duty of the Union to keep this list of names.
- B. Union Bulletin Boards
 1. The Town agrees to furnish and maintain one (1) suitable bulletin board in a convenient place to be used by the Union.
 2. The Union shall limit its posting of notices and bulletins to such bulletin board.
- C. Union Activities on Town Time and Premises

The Town agrees that during working hours, on the Town's premises, and without loss of pay, Union representative shall be allowed to: post Union notices; transmit communications authorized by the local Union or its officers to the Town or its representative; consult with the Chief of Police or designee concerning the enforcement of any provisions of this Agreement within reasonable limits.

D. Visits By Union Representatives

The Town agrees that a representative of the Fraternal Order of Police shall have access to premises of the Town at any time during working hours and with prior notice to conduct legal Union business upon authorization of the Chief of Police or designee.

ARTICLE 5 – STRIKES AND SLOWDOWNS PROHIBITED

The parties hereto agree that there will not be and that the Union, its officers, employees, or agents will not engage in strikes or slowdowns which would involve suspension of or interference with normal work.

ARTICLE 6 – PROBATIONARY PERIOD

- A. All employees who complete the probationary period shall be known as regular employees; and the probationary period shall be considered part of the seniority time, provided, however, the Town shall have the right to terminate without compliance with the terms of this Agreement the employment of such new employees within the probation period.
- B. All new Police Officers who are duly certified by the Maine Criminal Justice Academy shall serve a probationary period of one (1) year and shall have no seniority rights, during this period but shall be subject to all other clauses of this Agreement. All new Police Officers who receive a waiver from the Maine Criminal Justice Academy waiving the basic training requirements shall serve a probationary period of one (1) year from the effective date of the waiver and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. For those Police Officers required to attend the Maine Criminal Justice Academy, the probationary period shall be one (1) year, beginning from the time the officer graduates from the Maine Criminal Justice Academy, and the officer shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. The probationary period for newly hired officers who are required to attend the Maine Criminal Justice Academy, shall begin at the original date of hire and the probation period shall be effective one (1) year from the date of graduation from the Criminal Justice Academy.

ARTICLE 7 – SENIORITY

- A. It is agreed that seniority shall be determined for employees of this bargaining unit by length of full-time service in the Mechanic Falls Police Department.
- B. The Town agrees to furnish the Union with a list of employees with their length of service within thirty (30) days after signing this Agreement.
- C. An employee shall not forfeit seniority during absence of less than one year caused by illness or accident outside of the working hours.
- D. Seniority shall be the determining factor on vacation schedule preferences as stated in departmental guidelines.

ARTICLE 8 – PERSONNEL REDUCTION

In the event it becomes necessary for the Town to lay off employees covered by this agreement for any reason, the employee(s) shall be laid off in the order of their seniority by classification with bumping rights within the department. The employee (s) electing to bump to another position must be qualified to perform the work in that classification. Employees shall be recalled in the reverse order of the layoff provided the employee is qualified to perform the available work. Recall rights shall be maintained for a period of twelve (12) months from the date of layoff. Employees shall be recalled from layoff by certified mail delivered to the employee's last known address. It is the responsibility of the laid-off employee to furnish to the Town any change of address during the one year recall period. If following a layoff, the Employee fails or refuses to notify the employer of his/her intention to return to work within fourteen (14) calendar days after a written notice is delivered by certified mail, the employee has waived his/her right to recall.

ARTICLE 9 – EQUAL EMPLOYMENT OPPORTUNITY

The Town of Mechanic Falls declares its intent to pursue a policy of non-discrimination in its personnel practices. This includes recruiting, hiring, opportunities for transfer and promotion, condition or privileges of employment, as well as compensation and benefits. Such practices shall not favor or penalize any person because of race, creed, color, sex, marital status, national origin, age, sexual orientation or handicap, where these are not found to be bona fide occupational qualifications.

The Town recognizes its responsibility to enhance the purposes set forth in the Maine Human Rights Act as well as Federal statutes which may apply as a result of Federal grant activities.

ARTICLE 10 – GRIEVANCES AND ARBITRATION

- A. No employee shall have or exercise any of the authorities, powers, or duties of a representative in dealing with the employer unless written notice of this appointment is filed with the employer by the Union.
- B. Representatives shall be permitted to adjust grievances during working hours, provided, however, that no Representative shall leave the Representative's regular work for the purpose of adjusting grievances without reporting to and obtaining the permission of the Representative's supervisor. Time spent in handling grievances shall not be unreasonable or exclusive.
- C. For the purpose of this Agreement, the term "grievance" shall mean a complaint by an employee that there is a disagreement or dispute as to the meaning or application of any provision of this Agreement. Should any grievance arise, the procedure of settlement shall be in the following order and manner:
 - 1. The Representative, with or without the employee, shall take up the grievance or dispute with the Chief of Police or designee of the department within thirty (30) days after the date of the grievance or the employee's knowledge of its occurrence. The Chief of Police or designee shall attempt to adjust the matter and shall render a decision to the Representative in writing within seven (7) days;
 - 2. If said grievance has not been settled, it shall be presented in writing by the Union Representative or an appropriate Union Grievance Committee to the Town Manager or designee within seven (7) days after the Chief of Police or designee decision is rendered. The Town Manager or designee shall render a decision to the Union or its Grievance Committee in writing within fourteen (14) days after presented to the Town Manager or designee;
 - 3. If said grievance is still unsettled, either party to this Agreement may, within fourteen (14) days, by written notice to each other, submit the grievance to arbitration. The parties shall within five (5) days of the demand for arbitration jointly attempt to agree on a single arbitrator. In the absence of mutual agreement, the grievance shall be submitted to the Maine State Labor Relations Board of Arbitration and Conciliation, in accordance with the Municipal Public Employees Labor Relations Act, revised 1976, and amendment thereto, or any successor act enacted by the Legislature of the State of Maine governing arbitration of public employees. The Arbitrator's decision shall be final and binding on both parties. The cost of arbitration shall be borne equally by both parties.

- D. It is suggested that, for orderly handling of all police business, and for the prevention of grievances that might arise, there be a monthly meeting held between the Chief of Police or designee and the Representatives appointed by the said Union. Monthly meetings may be canceled if both parties agree and a monthly meeting does not seem necessary at the time.
- E. Deadlines may be extended if mutually agreed by both parties.

ARTICLE 11 – DISCIPLINARY HEARINGS

- A. In accordance with Section 969 of the Municipal Employees Labor Relations Law of 1969 and amendments thereto, except in cases of emergency, and disciplinary action by the Town against any employee of the Mechanic Falls Police Department covered by this agreement, upon any charge of violation of department rules, inefficiency, incompetence, misconduct, negligence, insubordination, disloyalty, or other charge shall first be preceded by a meeting between the charging party, the charged party, and a Union representative in an attempt to amicably settle the charge. In case of dire emergency, the employee may be placed on administrative leave pending a meeting between the three foregoing parties concerning the settlement of the charge.
- B. Any member so charged who submits a grievance in accordance with the procedure outlined under Article 10, Section C above shall have the right to be represented by legal counsel or others at said hearing.
- C. Any verbal reprimand shall be removed from an employee's personnel folder after one year as long as no discipline has been issued within that period of time for an offense of the same nature. Any written reprimand shall be removed after two years as long as no discipline has been issued within that period of time for an offense of the same nature. Suspension of three days or less shall be removed after three years. Suspension of more than three days shall be removed after five years. Employees shall be responsible for monitoring their own personnel files and requesting that the subject disciplinary documentation be removed when appropriate.

ARTICLE 12 – COMPLAINTS FROM THE PUBLIC

Any complaint from the public shall be handled in accordance with the present policy of the department established by the Chief of Police.

Any complaint which might result in the suspension of an officer, shall be in writing.

ARTICLE 13 - EMPLOYEE RIGHTS

To ensure that any internal investigation of any unit member will be conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the Mechanic Falls Police Department, the following rules of procedure are established:

- A. The investigating officer shall advise the employee that an official investigation is being conducted within three (3) working days of the time that the

investigation has been initiated, excluding holidays, unless detrimental to the investigation. The interrogation will be conducted within a reasonable time, taking into consideration the working hours of the employee, and the interests of the Mechanic Falls Police Dept. The investigating officer shall inform the employee of the nature of the alleged conduct which is the subject matter of the investigation, and the complainant shall be identified. If it is known that the employee being interviewed is a witness only, he/she shall be so informed.

B. The interview shall be conducted with the maximum amount of confidentiality.

C. The interview of the employee suspected of violating Office rules and regulations shall be limited to questions which are directly related to the employee's involvement in the alleged violation.

D. The interview may not be conducted by more than two (2) interviewers at any one time

E. The employee shall be read the following statement:

Officer, you are being questioned as part of an official investigation of the Mechanic Falls Police Dept. . 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 desire not to invoke the Constitutional privilege, anything said of an incriminating nature may not be used against you in a criminal proceeding.

E. Any and all investigations shall be conducted within twenty (20) working days, unless exigent circumstance exists, so that investigations are not unreasonably restricted in the event more time is needed.

F. The employee shall be advised of the final outcome of the investigation within five (5) working days of the completion of the investigation.

G. If the results of an investigation against an employee prove that the charges are unfounded or not sustained, then it shall be so noted in the final report of the investigation.

H. An employee may not be subject to discipline for refusing to participate in a polygraph.

ARTICLE 14 – MANAGEMENT RIGHTS AND DEPARTMENT RULES

Except as specifically limited by the express terms of this Agreement, the Town retains all of its rights to manage, supervise and control its operations to the fullest extent allowable under law. These rights and prerogatives include but are not limited to the right

to:

1. Manage its operations, determine its organizational structure, and mission and the means, equipment, machinery, technology, personnel and classifications necessary to fulfill such mission;
2. Determine budgetary priorities and allocate funds;
3. Create classify, reclassify and/or merge classifications, decrease or eliminate positions as the Town determines necessary;
4. Layoff employees in its sole discretion to the maximum extent allowable by law;

The Town's failure to exercise any of such rights shall not be deemed a waiver of such rights; rather the rights of the Town expressed herein shall be inviolate during the term of this agreement.

No provision of this management rights clause shall be constructed to enlarge the Union's rights under this agreement.

ARTICLE 15 – RETIREMENT

The Town agrees to continue to participate in the Maine State Retirement System (MPERS) and to provide employees with the MPERS Plan 110 AC at the current level of participation as required by MPERS. Employees are entitled to participate in either the ICMA Retirement program or the Maine State Retirement System. The Town will contribute a match equal to a maximum of 6.5% of the employee's pay if the employee provides the same or greater matches from their own pay.

ARTICLE 16 – SICK/MEDICAL APPOINTMENTS

Employees accumulate eight hours of sick leave for each calendar month worked. Sick leave may be used when the employee is ill, has medical appointments, or when the employee must attend to a family member who is ill or has medical appointments. Employees may accumulate up to 576 hours of sick leave of which 480 hours may be carried over from year to year. Employees calling in sick must call their direct supervisor or the sick leave pay may be withheld. Employees, who are sick for three (3) days in a row, may be required to provide a statement from their physician regarding their condition and expected duration of the illness.

In the event of an extended illness, the employee will receive his/her compensation by first using any and all sick leave, then any and all compensatory time, then the Floating Holiday, and finally any vacation available at the time of illness. During the illness, the employer may ask for medical evidence of the employee's ability to do his/her job, with or without reasonable accommodation.

For the purposes of this article, Family Member shall mean spouse, child, parents living with employee or step-children.

Employees will be compensated for unused sick leave under two(2) circumstances :End of fiscal years or resignation in good standing.

When compensation qualifies under the above circumstances, the “sell back” rate shall be 40% of accrued sick leave. Compensation for unused sick leave is reimbursed at sixteen (16) hours pay for forty (40) hours of turned in sick leave that exceeds four hundred, eighty (480) hours of accumulated sick leave. Totaled accrued sick leave, not to exceed five hundred, seventy six (576) hours of accumulated sick leave, is payable at the same rate of forty (40%) percent upon resignation or retirement in good standing.

ARTICLE 17 – OVERTIME PAY

Holiday Leave shall count towards overtime. Authorized Sick Leave and authorized Bereavement Leave taken during a workweek, will not be counted toward determining overtime. Employees will receive time and a half (1.5x) when overtime is worked. If an employee is working a shift on a Holiday, which also constitutes hours in excess of their standard workweek, they will receive a payment for the number of hours equal to their standard work day for the Holiday, and time and one-half for the actual number of hours worked as overtime. All overtime must be approved by the Police Chief or his/her designee before the overtime is worked, except in the event of an emergency.

ARTICLE 18 – POLICE DETAIL PAY

In the cases of Police Details, where a third party will be paying, the prevailing rate will be forty-five (\$45) per hour. For all other details, the town shall pay the officer at a rate of one and one-half (1.5) times the officer’s regular hourly rate. Detail time shall be logged separately and apart from normal work hours and shall not be accounted for under normal or overtime hours worked.

ARTICLE 19 – PAY DAY

Pay Day for all employees in the bargaining unit is on Thursday for wages earned the previous week. Should Pay Day fall on a holiday, payment will be made on the preceding day.

ARTICLE 20 – COMPENSATORY TIME

All employees are eligible for compensatory time off under the following guidelines and at the discretion of the Police Chief or his/her designee and under the guidelines of the Fair Labor Standard Act (FLSA).

Non-exempt employees who choose to take compensatory time in lieu of overtime will

earn time at rate of one (1) to one and a half (1.5) for each hour worked in excess of 42 hours.

Employees may accrue up to a maximum of twenty-four (24) hours of compensatory time and must take all accrued compensatory within the same budget year. Extreme or unusual circumstances may not permit an employee to use all accumulated compensating time in the same budget year, therefore the Police Chief or his/her designee, at their discretion, may authorize either the carry-over of said compensating time or the payment of said comp time. It is the exclusive responsibility of the employee to be able to demonstrate time worked in excess of 42 hours, which would entitle them to compensatory time.

ARTICLE 21 – PRIVATE MOTOR VEHICLE USE

Employees who use their own motor vehicle in the performance of duties shall be reimbursed for mileage traveled at the prevailing Internal Revenue Service rate. Other travel related expenses (tolls, parking, etc.), shall be reimbursed upon production of a receipt for said expenses. **Refer to Town policy on Motor Vehicle Use.

ARTICLE 22 – EDUCATIONAL /PROFESSIONAL DEVELOPMENT

Employees wishing to enroll in non-mandatory educational or vocational course work that is directly related to their present position must secure prior approval from the Town Manager through the Chief of Police. In cases where the approval is granted, the Town will reimburse and employee not more than 50% of the total cost of tuition, provided that the employee satisfactorily completes the course and makes a passing grade of B- or better.

Budget permitting, the Town Manager may agree to front up to 35% of the total tuition for a course hinged on a payroll deduction agreement with the employee. Failure to complete the course or obtain the minimum grade will cause the total funds fronted by the Town to be deducted from the employees' part as part of the agreement. Approvals will be granted based on available funds, employee's tenure and Department Heads recommendation. Employees will only be entitled to reimbursement for one course per fiscal year.

ARTICLE 23 – HEALTH INSURANCE

Employees shall be eligible for individual and dependent health insurance in accordance with the provisions of the Maine Municipal Employee's Health Trust with respect to enrollment periods (60 days), late enrollees (over 60 days) and special enrollments (marriage, birth, adoption provisions).

The Town Council, while factoring budgetary conditions, shall make a determination as to what percentage of the health insurance premiums will be paid for by the employee annually. Employees may opt to pay their employee share as a pre-tax deduction from

their pay.

All employees covered under this agreement are covered by the Worker's Compensation Law's of Maine. If an employee is injured on the job, related bills for diagnosis, treatment and sums for wage replacement may be paid as provided by the Maine Worker's Compensation Act. If the employee elects to take sick leave during the absence caused by an accident, Worker's Compensation insurance wages shall instead be paid to the Town. Sick leave shall be used up at a rate that is pro-rated to reflect the workers compensation payments to the Town; that is, to the extent sick pay is greater than workers compensation pay, the ratio between the difference between those two payments and the sick pay received shall be the percentage of a sick day's worth of time that is deducted from an employee's entitlement to sick leave. For example, if an employee ordinarily earns \$90 a day and the workers compensation rate is \$60 a day, an employee would receive \$30 more a day by electing to use sick time. Sick time would be used up at a rate of 30/90 of a day, each day or 1/3rd of a sick day for each day out.

The Town recognizes that an employee may become ill or injured in circumstances that do not arise out of and in the course of their employment by the Town. Whether the injury or illness is caused by concurrent employment or from any other event or cause, the Town reserves the right to require the Town employee, to submit medical evidence of the ability to perform the essential functions of their employment duties for the police department, with or without reasonable accommodation.

The Town maintains its own self-funded unemployment fund under the laws of the State of Maine, providing employees with unemployment income in the event of a lay-off.

ARTICLE 24 – INSURANCE OPT OUT

The Town recognizes a considerable savings for employees who do not participate in a health insurance program with the Town. If an employee annually provides evidence that he/she has comparable health insurance comparable coverage for his/her family, the Town will offer a yearly stipend of \$1,800, paid in weekly installments of \$34.62 to that employee. Those funds are intended to reimburse the employee for premiums paid to the other carrier.

This reimbursement is subject to regular payroll taxes.

ARTICLE 25 – VACATION TIME FOR EMPLOYEES

<u>Full Years of Service</u>	<u>Hours of Vac. Time Year</u>	<u>Accrual Rate</u>
0-1	42 Hours/Year	3.5 Hours/Month
2-9	84 Hours/Year	7 Hours/Month
10-15	126 Hours/Year	10.5 Hours/Month
16+	168 Hours/Year	14 Hours/Month

Employees must have completed the required number of years as of their anniversary

date to be eligible for the next step increase in vacation rates. A request for vacation time off is to be made to the Chief or his/her designee. Vacation will generally be authorized except under conditions where the employee is critical to the department's functioning during the period requested for leave.

All vacation must be taken in the year that it is earned (by June 30th of each year). Any vacation that remains unused as of July 1st of each year will be lost. Unused vacation is generally not compensable, but under unique circumstances, may be granted at the discretion of the Town Manager when conditions existed such as the employee could not reasonably have taken time off.

An employee may, with permission of the Town Manager, have a negative vacation balance (take days in advance of earning such days), but only to the extent that if the employee did not return to work, outstanding wages would compensate the negative balance. Prior to incurring a negative balance, an employee must sign a written agreement stating that the negative balance may be deducted from wages due if the employee does not return to work. Negative vacation balances are not permitted during probationary status. Employees are not permitted to "sell back" accrued time for monetary compensation.

Due to a regularly scheduled 42 hour work week, non-exempt police department employees will accrue vacation time based on the above schedule.

ARTICLE 26 – FUNERAL LEAVE

Up to three (3) days of funeral and grief leave shall be granted, with pay, when a death occurs in the immediate family. Immediate family shall be defined as: spouse, domestic partner, children, step-children, grandchildren, mother, father, brother, sister, grandfather, grandmother, father-in-law and mother-in-law.

The death of a brother-in-law, sister-in-law, niece or nephew shall entitle the employee to one day of paid leave. Normal accrued leave may be taken to supplement paid leave with permission from the Police Chief or his/her designee.

ARTICLE 27 – DONATION OF BENEFIT TIME

Employees who have accrued benefit time shall be permitted to voluntarily donate some of their unused time for the benefit of an employee who has completely depleted their time.

It is recognized that there will be occurrences in an employee's life when they will deplete their benefit time for medically necessary reasons for themselves or while caring for an immediate family member. For employee to be eligible to receive donated time from another employee to care for a family member, they must meet the same requirements to be eligible for time off under the Family and Medical Leave Act.

For an employee to be eligible to donate, they must meet the following criteria:

Employee will be required to fill out a "Gift of Benefit Agreement"

Employee must have a minimum of at least forty hours of sick time or 20 hours of accrued vacation time.

Employee cannot gift more than 25% of their own accrued benefit time.

Employee will not be returned any unused donated time from the receiving employee.

Employee understand that they are gifting hour for hour and not a monetary value of said hour.

ARTICLE 28 – PROMOTIONS

The Town shall give current employees primary consideration when any promotional vacancy occurs. Promotions will be based upon previous documented job performance, relative qualifications for the position and length of service. When in the opinion of the Town Manager and Police Chief, a qualified internal candidate is not available, the Town may seek external candidates, and/or ask internal candidates to compete with external candidates in a selection process. Promoted employees will be subject to a six (6) month probationary period, starting on the actual day of promotion.

ARTICLE 29 – MILITARY LEAVE

Military leave is allowed by provisions in the Uniformed Services Employment and Reemployment Rights Act of 1984. When an employee is called to service in an active duty role that would require the employee to be away from employment, the Town will reinstate that employee upon return to the same or equivalent position with similar pay and benefits left for service. Pay and benefits will not be disbursed while the employee is not available for employment to the Town.

ARTICLE 30 – JURY DUTY

The Town fully recognizes the civic responsibility of serving on jury duty and understands that duty pay is well below the employee's average wage. In recognition of such, the Town will pay the employee's wages NOT covered by duty pay. For example, if an employees earns \$100 per day working for the Town and jury duty pays \$15 per day, the Town will pay \$85 per day to that employee upon proof of income from jury duty, for the duration of the duty requirement. All other benefits and insurance shall not be affected by the absence of the employee while on duty.

ARTICLE 31 – Cell Phones

The Town of Mechanic Fall supplies cellular phones to specific positions within the town government to improve the efficiency and effectiveness of the services being provided as well as for the convenience to the employer.

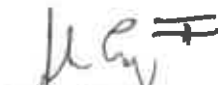
The cellular phones are for town business and personal use should be minimized. If the employee makes personal calls that generate a charge to the municipality, then those call minutes shall be reimbursed to the Town.

The Finance Director shall assure that all personnel to whom cellular phones are assigned receive a copy of the monthly phone call details. Any non-business calls shall be reimbursed by the employees to the Town based upon the policy above. All reimbursements shall be deposited into the department's communications expense account and recorded monthly. Any reimbursable amounts due to the Town that are greater than 60 calendar days from the date of the detail phone invoice shall be reported to the Manager immediately.

Adopted this 1st day of June, 2020.



Kieth Bennett, Council Chair



John Emery II, Council Member




Tarsha Downing, Council Vice-Chair



Rose Aikman, Council Member

Vacant



Michael T. Edes, Labor Representative
Fraternal Order of Police



James Daigle, President
Mechanic Falls Police Association

Fraternal Order of Police Contract Adendum

Union Agreement Pay Scale

Base Adjustment	\$1.75
Annual Increase	4.50%
Step Increase	2.80%
5+ Year Step Increase	6.00%
SGT Rank over Longevity Step	4.00%

Longevity	current	year 1	year 2	year 3
1	\$16.78	\$18.53	\$19.36	\$20.24
2		\$19.05	\$19.91	\$20.46
3		\$19.58	\$20.46	\$21.04
4		\$20.13	\$21.04	\$21.63
5+		\$21.34	\$22.30	\$22.92
7+		\$22.62	\$23.64	\$24.30
9+		\$23.98	\$25.05	\$25.76
SGT=		\$24.93	\$26.06	\$26.79

This proposal Honors Lateral transfers up to 5 Years