

**AGREEMENT BETWEEN**  
**TOWN OF MEXICO**  
**AND**  
**COUNCIL 93, AFSCME**  
**AFL-CIO, LOCAL 1828-29**  
**POLICE DEPARTMENT**

**Effective: September 29, 2021**  
**Expires: June 30, 2024**

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This agreement is entered into at Mexico, Maine, between Council 93, AFSCME, and Local 1828-29 affiliated with AFL-CIO, hereinafter referred to as the "Union" and the Town of "Mexico" hereinafter referred to as the "Town"

## **ARTICLE 1 – Functions of Management**

The Functions of the government, except as herein otherwise provided, are the management of the work and direction of the working forces, including but not limited to the right to hire, promote, discipline, demote, suspend or discharge for just cause, or transfer and the right to relieve employees from duty because of lack of work and other legitimate reasons is left exclusively to the Town Manager and the Board of Selectmen. In keeping with the above, the Board of Selectmen shall adopt or publish reasonable rules and regulations that will not be conflict with the terms of this labor agreement.

## **ARTICLE 2 – Recognition**

### Section A – Bargaining Agent

The Union shall be the sole and exclusive bargaining agent for all Patrolmen and the Police Lieutenant in the Mexico Police Department for the purpose of bargaining relative to wages, hours of work, and other working conditions.

### Section B – Public Servants

The individual members of the Union are to regard themselves as public servants; as such they are to be governed by the highest ideals of honor and integrity in all their public and personal relationships in order that they merit respect and confidence of the general public.

## **ARTICLE 3 - Union Security**

All employees shall have the right to join the Union except as otherwise provided herein or refrain from doing so. No employee shall be favored or discriminated against either by the Town or by the Union because of his membership or non-membership in the Union. The Union recognizes its responsibilities as the Bargaining Agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint or coercion.

Fair Share: Those employees who choose not to join the Union shall be subject to one (1) of the following options:

The employee may sign a written payroll authorization deduction in accordance with Article IV, Section 2 of the AFSCME Council 93 Constitution and Article IX, Section 6 of the International Union Constitution, of the present cost of the Union dues to defray the costs of contract administration; or

Agreement Covering Cost of Services – Non-members: Sign agreement as follows:

“I, (name), hereby agree to pay Council 93, AFSCME the full cost of any representation I receive, as the result of my seeking representation. I understand that the initial deposit of \$500.00 shall be submitted by me along with supporting grievance documentation to Council 93, 20 Winter Street, Augusta, ME 04330. This deposit shall be

used to pay for initial steps required for representation, attorney, support services, their expenses, arbitration (full cost), plus any other expenses the Union may rightfully charge me. If the cost of representation exceeds the \$500.00 deposit, I agree to pay the balance owed as billed by AFSCME, prior to proceeding to the next progressive step in the appropriate grievance procedure. I further understand that AFSCME Council 93's Policy Board does not extend financial credit to bargaining unit employees who choose not to be union members."

The Union's cost for the arbitrator's proceedings, if any, will be borne by the Employee.

#### **ARTICLE 4 – Check off**

The Town shall deduct regular monthly dues and benefit deductions from the wages of each employee upon receipt of individually signed authorizations from the members (a copy which is to be retained by the Town). The Town shall forward all such dues and benefit deductions so collected to the Secretary-Treasurer of Council 93 before the 15<sup>th</sup> of the succeeding month in which deductions are made. Such remittance shall be accompanied by an itemized statement showing the name of each employee and the amount checked off for dues and benefits, by separate checks and lists. The Union shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to the Article.

#### **ARTICLE 5 – No Strike or Walkout**

It is declared that the policy of the Town is to accord regular full-time employees at the Mexico Police Department all the rights of labor, other than the right to strike, engage in a slowdown, stoppage of work, or interference with the efficient operation of the Department in any way. The Town agrees there will be no lockout of the employees.

#### **ARTICLE 6 – Performance of Union Duties/Stewards**

Section A:

The Employer recognizes the right of the Union to designate Stewards and a Unit Chairperson.

The authority of Stewards and Unit Chairpersons so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation of grievances in accordance with the provisions of the collective bargaining agreement;
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers;
3. Sit on negotiations for successor agreement.

4. Stewards and Unit Chairpersons have no authority to take strike action, or any other action interrupting the employer's business, except as authorized by official action of the Union.

Section B:

All employees covered by this agreement, who are Stewards of the Union, shall be allowed time off with pay for official Union business with representatives of management, upon appointment. Representatives of the Union shall be allowed time off with pay during their regular work-shift hours to investigate grievances or to attend grievance hearings provided they do not exceed two (2) hours per week and do not interfere with their official duties. Longer time limits may be approved by the Town Manager; such time spent shall be considered working hours in computing daily and/or weekly overtime.

**ARTICLE 7 – Seniority**

Section A – Seniority List:

The Town shall establish a seniority list of all regular, permanent, full-time hourly employees of the department and shall be brought up-to-date on July 1st of each year and posted on the department bulletin board for a period of not less than thirty (30) days.

The copy of said list shall be given to the Steward of the Union and an additional copy transmitted to the Secretary-Treasurer of Council 93. Any objection to the seniority list as posted shall be reported in writing to the Chief within ten (10) days after the said posting or it shall stand approved.

Section B – Type of Seniority:

Departmental seniority shall begin as of the date of original hire as a full-time hourly employee of the Mexico Police Department.

Section C – Layoffs and Rehiring:

In case the Town decides to reduce the hourly-paid full-time employees, then the employee with the least departmental seniority shall be laid off first and the laid-off employee with the most seniority shall be rehired first, provided however, the said employee is qualified to fill the vacant position or positions.

The affected employee has recall rights for fifteen (15) months from the date of such lay-off. The affected employee shall file, in writing, their mailing address and telephone number, if any, with the Town Manager at the Town Office and shall be obligated, as a condition of the employee's recall rights for said fifteen (15) month period, to continue to inform the Town Manager in writing of any change thereafter. If the Town recalls an employee, they shall notify the said employee by certified letter at the last address on record at the Police Department and said employee shall notify the Town in writing by certified letter within ten (10) days of receipt of the Town's letter if the employee desires to return to work for

the Town. Said employee will be required to report to work within ten (10) days of giving notice to the Town of the employee's desire to return to work, or lose all recall rights.

Employees shall not forfeit seniority rights during short absences caused by illness or accident outside of working hours.

## **ARTICLE 8 – The Appointee**

### Section A.

The probationary appointee shall be considered to be a regular employee of the Department, and the Town shall have the right to make probationary appointments for a period not to exceed one (1) year.

### Section B.

If within one (1) year of working as a probationary employee has been satisfactory, the appointee shall receive permanent appointment and the employee's seniority shall revert back to the original date of hire with the exception of Section C below.

### Section C – Dismissal:

The probationary employee, after having completed one (1) year of employment, shall come under all terms and conditions of the Collective Bargaining Agreement except discharge for cause.

Discharge for cause will become effective one (1) year after having completed the eighteen (18) week Basic Officers Training as required by 30A MRSA § 2701 and/or Title 26 Chapter 744 § 2-A. During this period, the Union nor the employee shall have any rights to protest a dismissal of said employee.

The Town agrees that the probationer will be eligible for medical insurance coverage to start on the sixtieth (60<sup>th</sup>) day of full time employment.

The Town agrees to waive any waiting requirements for health insurance coverage on day one (1) provided they agree to the withdrawal of health insurance premiums beginning on day one (1). Insurance premiums are paid one month in advance which will require the initial payment of two months of health insurance premiums.

## **ARTICLE 9 - Hours of Work**

The Town and the Union implemented a 12-hour shift schedule as agreed to in a previous contract. The present regular work week for employees is 36-48-36-48 hours per alternating week. Employees are to be paid each week for an average of 42 hours with 2-hours paid at time and one-half. The Town shall continue to utilize the Police Chief as a working Police Chief and a part of the rotation as the need may arise from time to time. To

clarify any misunderstanding as a result of implementing a 12-hour shift schedule, all references to "days" as it relates to vacation days, sick days, personal days or any other benefit days shall be understood to mean 12 hours. Hours used in vacation days, sick days or personal days taken shall not be added to hours worked for the computation of overtime but may be added for the pay purpose of an averaged 42 hours weekly pay cycle.

The Department Lieutenant's normal work day will consist of 12 hours per day, on the day shift. The Lieutenant's work week will be a 36-48-36-48 hours per alternating week schedule. The Chief reserves the right to alter the Lieutenant's shift as necessary to meet the demands of the Police Department.

At no time, will any employee work more than sixteen (16) hours in any one (1) working day, or sixteen (16) hours in succession at any time, unless and Police Chief have determined it feasible or necessary to work in excess of the period, nor will any employee work more than two (2) consecutive sixteen (16) hour overtime shifts. In the case of a Public Emergency, working hours may be altered but not so as to create a safety concern for the Town or employee(s).

At no time will any employee (not including reserve officers) undertake any outside employment, other than Departmental duties, in the capacity of a Police Officer without first securing permission from the Police Chief.

### Compensatory Time

An Employee who works overtime may elect to be compensated with compensatory time-off in lieu of overtime pay. Compensatory time-off shall be calculated at one and one-half (1 ½) times the hourly rate for the period of overtime worked. (Example: 4 hours of overtime equals 6 hours of compensatory time, 8 hours of overtime equals 12 hours of compensatory time etc. ...)

The Town will make every effort to grant requests for the use of compensatory time when a three day notice is given. The shift may be covered by a Reserve Officer.

The maximum number of compensatory time an employee may accrue is 42 straight time\_ hours. Compensatory time must be used in the same fiscal year it is earned or it will be paid (cashed out) in the last pay period in the month of June. The Town reserves the right at any time to pay an employee for all accrued compensatory time.

### ARTICLE 10 – Vacancy

Any vacancy, created by the uses of a vacation days or personal days, when filled, shall be filled equally among the regular full-time Police Patrolmen and/or Police Lieutenant

(including probationary employees). In the case where a regular full-time Patrolman or Police Lieutenant (including probationary employees) refuses, or any of the said Patrolmen, Lieutenant, or probationary employees have individually worked two (2) extra shifts in one (1) scheduled work week, or refuses or is not available for a vacancy, then the Police Chief shall have the right to use himself and/or any reserve employee to fill said vacancy. If full-time and reserve employees refuse an overtime shift, then the Chief will have the right to use himself or offer an officer who has already worked two (2) sixteen-hour shifts, a chance to work a third (3rd) sixteen-hour shift.

The Police Chief has authority to fill any vacancies for workmen's compensation, comp time, training classes, attendance at the Maine Criminal Justice Academy, and sick time with reserve officers prior to filling the vacancy with a full-time Police Patrolman and/or Police Lieutenant.

### **ARTICLE 11 – Court Time**

If any employee is required to attend court or any other job-related hearing when on duty, the employee will receive their regular rate of pay and all witness fees received shall be turned over to the Town. In the event that an employee is required to attend court or any other job related hearing on off-duty time, the employee will receive the employee's regular pay for such not less than (2) hours. When an officer is required to attend court outside of Mexico-Rumford while off-duty, an officer will receive a minimum of two (2) hours at the officer's overtime rate. Such time shall be considered time worked for computation of overtime pay. All witness fees received will be turned over to the Town.

In the event an employee is required to attend any court session outside the Rumford-Mexico area and is scheduled to work the night shift prior to said court session, that said employee shall be relieved with no loss of pay for said shift.

In the event any employee is required to testify at a court session and because of the length of the court hearing, such interferes with the beginning of a scheduled shift, the employee shall be relieved from duty for the hours missed in that shift due to attendance at the court session. Meals not to exceed ten dollars (\$10) shall be reimbursed when supported by a voucher.

### **ARTICLE 12 – Holidays**

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

New Year's Day  
Martin Luther King Day  
Patriot's Day

Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving



Memorial Day  
Independence Day  
Labor Day  
President Day

Day before Christmas  
Christmas  
Personal Days (2)

In order for the employee to qualify for said holiday pay, it is necessary that the employee must work their scheduled day before and after said holiday, or in the alternative have been compensated for said holiday and have been employed and worked for a period of at least thirty (30) days prior to said holiday. It is understood that an employee out on workmen's compensation or on unpaid leave shall not receive any holiday pay.

If, in the event the employee has to work on any of the above listed holidays, they shall be paid at one and one-half (1 ½) times the employee's regular rate, in addition to the holiday pay of eight (8) hours at the employee's regular rate. If the employee does not work said holiday, then the employee shall be paid eight (8) hours at the employee's regular rate.

The employee may take a personal holiday in the event the Town is given at least three (3) days' notice prior to taking off said holidays and someone is willing to fill the shift and that there are no other employees taking a personal holiday on the same date scheduled by the employee.

### **ARTICLE 13 – Vacation Pay**

All regular permanent, full-time employees shall be entitled to a vacation with pay as follows:

- a. More than 1 year of continuous service and less than 2 years: 42 hours
- b. More than 2 years of continuous service and less than 5 years: 84 hours
- c. More than 5 years of continuous service and less than 10 years: 126 hours
- d. More than 10 years of continuous service and less than 15 years: 168 hours
- e. More than 15 years of continuous service and less than 20 years: 210 hours
- f. More than 20 years of continuous service: 252 hours

The Town reserves the right to grant new employees who are Maine Criminal Justice Academy Graduates or equivalent, and who have at least 5 years' experience in the field, 2 weeks of vacation upon hire.

All regular permanent, full-time employees shall be paid forty two (42) hours equal to the employee's regular hourly rate for each full week of vacation. Said vacation cannot be accumulated beyond the fiscal year in which it is due. Any unused time shall be paid to the employee upon retirement or to the employee's beneficiary upon the employee's death. If an

employee is unable to use/schedule their vacation in any year due to the needs of the Department, the employee shall have the time paid to them by the end of the fiscal year.

Vacation days may be taken one at a time with three (3) days' notice to the Police Chief and the shift can be filled.

It is understood that employees must work at least one thousand (1,000) hours per year to be entitled to any vacation time for the following year, and that time spent by employees who are out on unpaid leave shall not count toward worked time.

#### **ARTICLE 14 – Insurance/Social Security**

The Town shall maintain an insurance plan currently known as “Maine Municipal Employees Health Trust PPO – 500 Plan. The Town agrees to provide a Health Reimbursement Arrangement (HRA) to reimburse employees one hundred percent (100%) of the total out of pocket expenses as defined by the plan. For employees enrolled in single coverage, the maximum HRA reimbursement will be two thousand (\$2000.00) annually and for employees with dependent coverage, the maximum HRA reimbursement will be four thousand dollars (\$4,000.00) annually. The HRA will reimburse deductible and co-insurance costs to include employee co-pays from the initial cost incurred. Each claim will be subject to the aforementioned annual maximums. The HRA will be set up as a direct feed process through “Group Dynamics.”

Each employee shall contribute a monetary amount toward the cost of health insurance. The current employee share will be \$43.59 per week for single employees, \$87.14 per week for family and employee/child coverage will \$65.36 per week. These amounts may be adjusted each December by the annual insurance adjustment established by the insurance provider. If employee opts for other insurance, the Town will buy him/her out for three thousand dollars (\$3,000) with 50% on a semi-annual basis, only if the employee can provide proof that he/she is covered by another health care plan. A copy of another covered insurance shall be kept in the employee file.

The Town shall pay one hundred percent (100%) of the cost at the forty percent (40%) level for income protection insurance, and the employee, at their cost, may purchase additional levels of income protection insurance.

The Town agrees to procure a Police Professional Liability Policy with an aggregate limit of liability of four hundred thousand dollars (\$400,000) or greater. The Town, however, will not assume any liability beyond the coverage contained in said policy.

It is agreed that flexibility will be allowed in order to change to another less expensive policy as long as it does not affect the overall benefits or coverages.

The Town agrees to continue to provide social security coverage and to participate in the social security program.

## **ARTICLE 15 – Pension Plan**

The Town agrees to continue to match full-time employee's contributions to the ICMA up to five percent (5%) of the employee's gross salary, however, the Town's contribution shall not exceed \$2000 per fiscal year. This matching amount, along with the employee's contribution shall be deposited into the employee's individual ICMA retirement account.

The employee shall be eligible for the Town's matching amount for only as long as the employee contributes to the ICMA retirement account. When the employee's contribution to the ICMA retirement account stops, the Town's matching contribution stops.

The employee shall notify in writing the payroll department by December 1<sup>st</sup> of each year the amount of contribution to be withheld and deposited into the employee's ICMA retirement account for the coming year.

The Town agrees to offer all employees an option to participate in MainePer Special plan 2C.

## **ARTICLE 16 – Section 125**

The Town agrees to establish a Section 125 account for purposes of sheltering gross income from taxes for health insurance.

## **ARTICLE 17 – Bereavement Leaves**

In the event of the death of the employee's immediate family the employee shall be entitled to four (4) working days leave with pay.

Immediate family shall include Spouse, Children, Father, Mother, Brother, Sister, current Father/Mother In-law, Daughter-in-law, Son-in-law Grand Father/Mother, Grandchildren, Step Father/Mother, Step Brother, Step Sister.

The Town Manager has the discretion to provide one or more additional days of bereavement leave for the above-mentioned family members and may provide additional days for other family members not mentioned above or a close friend.

Bereavement leave shall start on the day the death occurred or on the next day if the employee has worked his regular scheduled shift on the day the death occurred.

## **ARTICLE 18 – Clothing Allowance**

The Town agrees to pay each employee an annual clothing/equipment allowance of up to seven hundred dollars (\$700.00) to all regular full-time permanent employees to

maintain a uniform appearance before the public. The maximum clothing/equipment allowance shall be seven hundred dollars (\$700.00) per year for the duration of the contract.

All clothing/equipment bought shall be for Police use only and all outer clothing/equipment worn shall match as closely as possible. Distribution of the allowance under this section shall be by purchase order and under the supervision of the Police Chief. All equipment purchased under this section shall be turned over to the Town upon termination of employment.

Cost of equipment required for Maine Criminal Justice Academy shall be paid by the Town upon presentation of required equipment receipts to the Police Chief. Said payment shall be deducted from the annual clothing/equipment allotment. If an individual is dropped from the Academy, recoument of equipment may be sought.

### **ARTICLE 19 – Residence Requirement**

All new full-time permanent employees of the Police Department, prior to the end of the employee's probationary period, must reside within fifteen (15) road miles of the Mexico Police Station. Any such employee who has not established a residence herein above stated shall be subject to dismissal. On becoming a regular employee, the new employee must reside and remain a resident within fifteen (15) road miles of the Mexico Police Station.

The Town Manager and Board of Selectmen may give fair consideration to any employee who may suffer hardship as a result of compliance with this Article.

### **ARTICLE 20 – Grievance Procedure**

#### Section 1.

Should any difference or grievance arise out of the meaning or applications of the contract (pursuant to 9-A, MSRA 970) between the Union and management, within ten (10) days of the happening, the Union shall present the grievance to the Chief.

Step 1. The aggrieved employee(s) must present the grievance to the Steward or the alternative within (7) working days after knowledge of the grievance or the reason for the grievance has occurred, except no time limit shall apply in case of violation of Article 21 of this Agreement. The Steward or Alternate shall take up the grievance with the Police Chief. If the Steward and the Police Chief have not resolved the grievance within (7) working days after the meeting between the grievant, Steward, and Police Chief, the Steward shall submit such grievance in writing to the Town Manager.

Step 2. The Steward shall then take the matter up with the Town Manager or his designee. Within seven (7) working days after such meeting, the Town Manager shall render a decision of the grievance.

Step 3. In the event that the decision as rendered pursuant to Step 2, hereof is not acceptable to the grievant, and the Union, the Union may within five (5) working days file a request for a meeting with the Board of Selectmen. The Board of Selectmen shall render a decision within five (5) working days after said meeting.

Step 4. In the event that the decision of the Board of Selectmen as rendered pursuant to Step 3, hereto is not acceptable to the Union, the Union may within ten (10) working days file a request with the Maine State Mediation and Conciliation Services for arbitration of the grievance.

The decision of the Arbitrator shall be final and binding on the parties subject to MRSA 26 Subsection 964-A (2), and the Arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.

#### Section 2.

Expenses of the arbitration, if any, shall be paid for equally by the Town and the Union.

#### Section 3.

Nothing in this Article shall diminish the right of any employee covered hereunder to present his own grievance, as set forth in Title 26, Subsection 967, MSRA. If 26 MSRA Subsection 967 should be deleted from the State Statutes, then this item shall automatically be deleted from this contract.

#### Section 4.

The time limits contained herein may be changed by mutual agreement of the parties.

#### Section 5.

Working days shall be Monday through Friday excluding Holidays.

#### Section 6. Grievance Committee.

Employees selected by the unit to act as a Union representative shall be known as Stewards. The names of the Stewards and the names of any other Union member who may represent employees of the department shall be certified in writing to the Town Manager by Local 1828-29 and the individuals so certified shall constitute the Union Grievance Committee.

Safety and health issues shall be handled in the same manner.

## **ARTICLE 21 – Disciplinary Action**

The Board of Selectmen, the Town Manager, or the Police Chief shall have the right to suspend or discharge any employee from the department for just cause. Any discipline issued by the Police Chief shall be for just cause.

The reason, therefore, shall be filed in writing with the Town Manager and Board of Selectmen within twenty-four (24) hours after such action with a copy sent to the Steward, the employees involved, and the Council 93 Office. Posting said notice in the mail will begin the ten (10) day period provided for purposes of filing a grievance.

The Union shall have the right to take up the suspension or discharge as a grievance at the second (2nd) step of the grievance procedure.

The employee found to be unjustly suspended or charged shall be reinstated with full compensation for time lost with full restoration of all the rights and conditions of his employment.

## **ARTICLE 22 – Upgrading**

The Lieutenant will fill in as Acting Police Chief when the Police Chief is absent due to sickness, injury, vacation, time off, or leave of absences. If a patrolman is upgraded to active Lieutenant, said patrolman will receive Lieutenant's rate. If the Lieutenant works in a patrolman's vacancy for any reason, the Lieutenant will receive no less than the Lieutenant's base rate.

## **ARTICLE 23 – Pay Schedule**

9/28/2021	Entry level	After 2 years	After 4 years	After 6 years	After 8 years	10 year s
patrol	\$26.50	\$26.80	\$27.10	\$27.40	\$27.70	\$28.00
lt	\$30.00	\$30.30	\$30.60	\$30.90	\$31.20	\$31.50
7/1/2022	Entry level	After 2 years	After 4 years	After 6 years	After 8 years	10 year s
patrol	\$26.80	\$27.10	\$27.40	\$27.70	\$28.00	\$28.30
lt	\$30.30	\$30.60	\$30.90	\$31.20	\$31.50	\$31.80
7/1/2023	Entry level	After 2 years	After 4 years	After 6 years	After 8 years	10 year s
patrol	\$27.10	\$27.40	\$27.70	\$28.00	\$28.30	\$28.60
lt	\$30.60	\$30.90	\$31.20	\$31.50	\$31.80	\$32.10

All outside special details will be offered to full-time employee and the Police Chief, before offering the detail to any reserve officer. All outside special details shall be filled equally among the regular full-time Police Patrolman and/or Police Lieutenant (including probationary employees).

It is hereby understood and agreed that the rate for the fiscal year is effective as of July 1 of relevant years.

The Town shall pay to any regular full-time employee the rate of one and one-half (1 1/2) times the employee's hourly rate for all hours worked after said employee has worked forty (40) hours. The eight (8) hours pay an employee receives for a holiday not worked shall not be counted in calculating hours for overtime purposes.

When special details are available due to additional unbudgeted revenue sources, from grants and/or other funds, employees assigned or volunteering for special details will receive forty ( \$40.00)per hour for all hours worked, provided the grant covers all Town associated costs. If the associated costs are not covered by the grant then those employees assigned or volunteering shall receive time plus one-half normal rate of pay.

#### **ARTICLE 24 – Sick Leave**

Sick leave shall be earned at the rate of one (1) day per month and accumulative to ninety (90) days.

In order to prevent any abuse, the Town has the right to request a medical certificate prior to sick leave payments being made. Upon retirement, an employee will be paid for one-half (1/2) of any unused sick leave.

If an employee is unable to work because of a work-related injury, the employee may use accumulated sick leave at 100% of their pay until they are notified they will be receiving worker's compensation. The employee shall sign an agreement to have the worker's compensation checks go to the employer to cover the cost of sick leave used while on worker's compensation. The employee's sick leave used while on worker's compensation will be restored to the employee's accumulated total.

#### **Sick Leave Bank:**

The employer will cooperate in the establishment of a voluntary sick leave bank (the "bank"). Any permanent member of the bargaining unit is eligible to participate.

A sick leave bank committee shall be composed of the Town Manager or designee and a representative selected by the Union.

#### **Enrollment:**

Employees will be enrolled in the sick leave bank after completing one hundred eighty (180) days of service. Each member of the sick leave bank will contribute one sick leave day each year from the 12 days earned by the member. The Town will match one day each year to each day contributed by each member of the sick leave bank.

The sick leave bank committee will administer records pertaining to the bank.

Qualification for Withdrawal of Sick Leave Bank Days:

An employee shall have used all of the employee's sick days, vacation days, and personal days.

A doctor's certificate will be required as a prerequisite to withdrawing days from the bank.

Persons withdrawing sick leave days from the bank will not have to replace those days, except as a regular contributing member to the bank.

Restrictions:

Upon written request and approval of the sick leave bank committee, a member may draw a maximum of twenty-five (25) days of sick leave from the bank in any year. The maximum accumulation of sick leave bank days in the bank shall be ninety (90) days. Sick leave days in the bank at the end of one year will be carried forward into the next year. If in any year the number of days in the bank reaches ninety (90) days, no further additions to the bank will be made that year.

The number of sick leave bank days shall be posted annually on department bulletin boards.

#### **ARTICLE 25 – Take home vehicles**

The Town agrees to provide take home vehicles for all employees. Employees who exercise this benefit agree to comply with Appendix A.

#### **ARTICLE 26 – Termination**

This Agreement shall be effective as of the 28th day of September, 2021, and shall remain in full force and effect until the 30th day of June, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

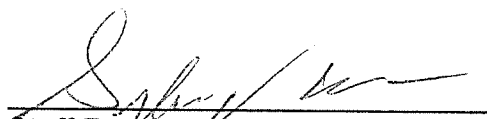


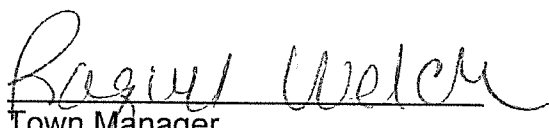
In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

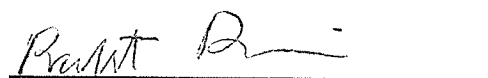
IN WITNESS WHEREOF, the parties hereto have set their hands this 23<sup>rd</sup> day of September, 2021.

FOR THE UNION:

FOR THE TOWN OF MEXICO:

  
\_\_\_\_\_  
Staff Representative,  
Council 93, AFSCME

  
\_\_\_\_\_  
Town Manager

  
\_\_\_\_\_  
Chairperson, Local 1828-29,  
AFSCME

\_\_\_\_\_  
Board of Selectmen Chairman

\_\_\_\_\_  
AFSCME Local 1828-29  
Negotiating Committee Member

MEMORANDUM OF AGREEMENT  
BETWEEN  
TOWN OF MEXICO

AND

COUNCIL 93, AFSCME LOCAL 1828-29  
POLICE DEPARTMENT

Whereas the Town of Mexico Police Department has experienced a shortage of qualified candidates to fill their current vacancies,

\*\* MainePer plan 2C ( article 15 )

\*\* take home cruisers for full time officers

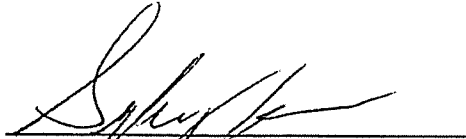
\*\* incentive \_\_\_\_\_ bonus of for all current officers to be paid

\*\* hiring \_\_\_\_\_ bonus for new officers

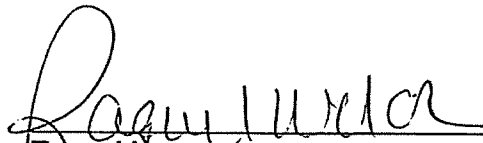
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Staff Representative,  
Council 93, AFSCME

FOR THE TOWN OF MEXICO:

  
\_\_\_\_\_  
Town Manager

  
\_\_\_\_\_  
Chairperson, Local 1828-29,  
AFSCME

  
\_\_\_\_\_  
Board of Selectmen Chairman

\_\_\_\_\_  
AFSCME Local 1828-29  
Negotiating Committee Member



**MEXICO POLICE  
DEPARTMENT  
GENERAL ORDER**

**SUBJECT:** Individually Assigned Vehicles

**NUMBER:** 1-01-2021

**EFFECTIVE DATE:** 07-02-2021 REVIEWED 07/02/2022

**DATE AMMENDED:** N/A

**AMENDS/SUPERCEDES:** All Previous Related Policies

**APPROVED BY:** Chief of Police: Roy C. Hodsdon

**I. PURPOSE**

To provide this department with a mechanism to regulate assigned and/or department owned vehicles and their utilization. This policy sets guidelines for such utilization and ensures that department owned vehicles are used with the Department's mission in mind.

**II. POLICY**

It shall be the policy of the Mexico Police Department that vehicles will be assigned according to the needs of the department and vehicle availability.

**III. VEHICLE UTILIZATION**

- A. Operators of department owned vehicles shall conform to all Federal, State, County and Municipal motor vehicle laws.
- B. Operators of department owned vehicles shall possess a valid Maine Driver's License. Supervisors shall conduct a monthly inspection of subordinates for such validation.



- C. Operators of department owned vehicles shall exercise good judgment while operating assigned vehicles. Vehicles will not be operated in such a manner that will cause embarrassment or reflect discredit upon the department.
- D. Assigned vehicles are a privilege not a right. The individually assigned vehicle program exists at the pleasure of the Town of Mexico and may be terminated at any time without cause.

#### **IV. RESTRICTIONS ON USE**

- A. Officers shall park their assigned vehicle at the Mexico Police Department during periods of leave exceeding three days.
- B. Officers on light duty will not be permitted to participate in the program. The Chief of Police is authorized to make exceptions to this provision if it is deemed to be in the best interest of the department.
- C. Department vehicles shall not be used for pushing or towing any other vehicle.
- D. Department vehicles shall not be used for transporting heavy, inappropriate, or excessive loads.
- E. Department vehicles shall not be used for jump starting non-police vehicles other than in emergency situation with supervisory approval.
- F. Officers whose driving privileges have been suspended or revoked or who are under disciplinary suspension or disciplinary probation will not participate in the Individually Assigned Vehicle Program.
- G. Except as otherwise authorized by the Chief of Police, only approved attire will be worn while operating marked vehicles. Department issued shirts are authorized (to include Departmental t-shirt). A shirt may be untucked if it is done so for the purpose of concealing a weapon. If shorts are worn, they must be hemmed. No bib-overalls, cut-offs, bathing suits, etc. will be worn. Appropriate shoes shall be worn; sandals or open shoes of any type (including flip-flops) are not authorized. No clothing which would be considered offensive is authorized.
- H. Officers must be armed with a department-approved handgun in the event that he/she must take enforcement action while operating a department vehicle.
- I. Members driving to and from a physical fitness workout program may wear appropriate physical fitness attire.
- J. Members shall not permit unauthorized persons to operate a city owned vehicle.
- K. Off-duty members who intend to consume, or who have consumed, alcoholic beverages or other intoxicants shall not use their assigned city vehicles. Members participating in the program and operating marked vehicles are prohibited from patronizing establishments whose primary business is the serving or selling of alcoholic beverages or any other establishment that may result in public criticism while using a Department owned vehicle as transportation. Members are prohibited from purchasing alcoholic beverages while operating city vehicles.





- L. Department vehicles will not be assigned to part-time officers, nor full-time officers until he/she has completed the MCJA in good standing and/or have completed FTO and/or probationary periods.

## **V. CARE AND MAINTENANCE OF DEPARTMENT VEHICLES**

- A. Officers shall be responsible for the general maintenance, care, cleanliness and condition of their assigned vehicle.
- B. Vehicles shall be waxed at least semi-annually.
- C. All operators of department owned vehicles shall routinely complete the following tasks:
  - 1. Check all fluid levels. If fluids need to be adjusted, it shall be done by the Chief or his designee.
  - 2. Check and maintain proper tire pressure at all times.
  - 3. Check and maintain sufficient fuel supply. Officers will be responsible to for assigned fleet fuel fobs.
  - 4. Check fire extinguisher (date recharged).
  - 5. Check first-aid kit periodically and re-supply as needed.
  - 6. Verify any other equipment is properly maintained and operable.
- D. Members are prohibited from making any mechanical adjustments, alterations, additions or repairs to vehicle.
- E. The operator of the department owned vehicle is responsible for maintaining proper fluid or air pressure. If it is determined the vehicle is damaged and the damage is caused by failure to have the vehicle levels properly maintained. The responsible officer may be subject to discipline.
- F. In the event any defect, damage, or missing equipment is noted; the inspecting officer shall immediately advise his/her supervisor and complete a Vehicle Deficiency Report identifying the condition. Failure to inspect a vehicle prior to assuming control or failing to identify any such existing condition may result in the assignment of responsibility for such defect, damage, or missing equipment to the member neglecting to adhere to this policy. The responsible officer may be subject to discipline.
- G. All vehicles shall be serviced according to the vehicle's manufacturer recommended maintenance schedule. The affected officer may drive a fleet pool car during his or her assigned shift if their assigned vehicle is unavailable due to servicing or defects. It is the responsibility of the officer to coordinate



maintenance with the Chief or his designee.

- H. The Chief or his designee shall have absolute authority to hold deadlined vehicles (vehicles that have been removed from service for repair) in order to repair any safety related defects. Under no circumstances will vehicles deadlined for safety reasons be permitted to be driven without repair
- I. When there is a breakdown of a vehicle while outside the limits the Town of Mexico, the operator shall notify the Chief of Police or Lieutenant for further instructions on "how" and "where" to take the vehicle.
- J. Repair invoices shall be forwarded to the Chief of police for proper remittance.
- K. Only the Chief of Police, shall approve additional vehicle equipment, mechanical adjustments, alterations or repairs to a vehicle. All installations of additional equipment shall be either made or inspected by the Chief or his/her designee.

## **VI. RESPONSIBILITIES WHEN USING CITY VEHICLE**

- A. When using the assigned vehicle during off-duty periods, the following shall apply:
  - 1. Radio contact with Dispatch shall be maintained at all times to ensure availability for response to any emergency. Vehicle operators need to report in or out of service with the Dispatch Center when operating the vehicle off-duty.
  - 2. Response to a call during off-duty hours shall be consistent with the Mexico Police Department's vehicle operational procedures and properly documented each time in the CAD System.
  - 3. An off-duty officer using a marked cruiser will be required to render assistance and aid or take appropriate law enforcement action when encountering disabled motor vehicles, motor vehicle collisions, or any other situation that may happen in their presence. The off-duty officer is required to assume full responsibility for the situation until relieved by on-duty personnel.
- B. Off-duty use of department assigned vehicles will be limited to:
  - 1. Travel to and from a physical fitness workout program within the Town of Mexico.
  - 2. Travel to and from a college or secondary school for educational purposes related to Criminal Justice, or work related education approved by the Chief of Police.
  - 3. While enroute to begin their shift or after completion of their shift and enroute home, personnel may attend to brief personal errands within the Town of Mexico. In no case does any permitted conduct in this policy authorize employee tardiness.



## VII. GENERAL PROVISIONS

- A. Vehicles shall be secured and the keys removed when a vehicle is parked and unattended. When the vehicle is not in use during an off-duty period, all removable items (i.e. weapons, portable radios, etc.) shall be secured in the vehicle's trunk, operator's office or residence.
- B. When two or more members are assigned to attend the same school, conference, or meeting, a minimum number of vehicles will be used.
- C. The Chief/Lieutenant will conduct vehicle inspections periodically. The Chief of Police will conduct an annual inspection. Inspections will include but not be limited to the following:
  - 1. Overall cleanliness.
  - 2. Condition of body paint, body damage, tires.
  - 3. Fluid levels: oil, transmission, radiator, and power steering.
  - 4. Operational equipment: including, but not limited to all lights, mobile and portable radios, siren, video camera if equipped, and MDT's.
  - 5. Mandatory equipment: fire extinguisher, first aid kit, jack and handle, spare tire, bio-hazardous kits, vehicle registration, and insurance cards.
- D. Officers who are assigned a Take Home Cruiser must live within 30 Miles of town line to utilize the cruiser take home program.
- E. Officers who live outside this limit can participate in cruiser take home program at the discretion of the Chief of Police and the Town Manger if it is deemed to be a hardship for officer to move but must pay a weekly amount to the Town of Mexico to cover the extra cost \$-----of fuel and maintenance.

\_\_\_\_\_ Date \_\_\_\_\_

Chief Roy C. Hodsdon

Mexico Police Department

134 Main Street

Mexico, Maine 04257

