

**AGREEMENT**  
**BETWEEN**  
**CITY OF BELFAST**  
**AND**  
**COUNCIL 93, AFSCME**  
**LOCAL 926-05**  
**PUBLIC WORKS**  
**AND**  
**WASTEWATER TREATMENT PLANT**

This Agreement entered into by the City of Belfast, hereinafter referred to as the Employer and Council 93, American Federation of State, County and Municipal Employees, hereinafter referred to as the Union.

The Parties agree as follows:

**7/1/2024- 6/30/2027**

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## **ARTICLE 1 RECOGNITION**

The City of Belfast recognizes Council 93, AFSCME, Local 926-05 as the sole and exclusive bargaining agent for all regular permanent employees of the Public Works and Wastewater Treatment Plant, pursuant to Maine Labor Relations Board certification dated January 17, 1992, for the purpose of negotiating salaries, wages and hours of work and other condition of employment.

## **ARTICLE 2 DUES**

The Union shall have the exclusive right to payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions:

The employer agrees to deduct the Union's weekly membership dues, fee for services, PEOPLE deductions and benefit premiums from the pay of those employees who have completed the initial probationary period and individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by Council 93, and the aggregate deductions of all employees shall be submitted together with an itemized statement to the Union by the fifteenth (15th) day of the succeeding month, after such deductions are made.

The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement, except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies in writing, the Employer and Council 93 at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

### *Section 2. Non-Union Membership*

Membership in the Union is not compulsory. However, those Employees who choose not to join the Union shall sign a Union Membership Waiver Card and be subject to the following:

**Fee for Services-** The employee may elect to be represented by the union on a fee-for-services basis. The Union may charge non-members a reasonable fee (as determined by AFSCME Council 93 and included on the Union Membership Waiver Card), for any requested services to include but not limited to attorney's services, staff represent services, clerical services and costs and expense arbitrator's fees and expenses.

The authorization for deduction of benefit fund contribution may be stopped at any time, provided the employee submits in writing to the Employer and the Union a sixty (60) day notice of such intent.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as the result of the action taken or not taken by the Employer under the provisions of this Article.

### **ARTICLE 3 HOURS OF WORK**

#### Section 1: Regular Hours

The regular hours of work each day shall be consecutive, except for interruptions for meal periods.

#### Section 2: Workday

The work schedule shall be from 6:00 a.m. to 4:30 p.m., Monday through Thursday.

Employees of the Wastewater Treatment Plants Work Hours are from 6:00 AM to 3:00 PM Except for emergency situations.

#### Section 3: Overtime

Time and one half the employees' regular rate of pay shall be paid for all hours worked after 4:30 p.m. on Thursday through 5:59 a.m. Monday. This provision is in effect without regard to the regular workweek hours worked. Exception would be for those employees at solid waste disposal who are regularly scheduled to work on Saturday. For those employees, time and one-half shall be paid for all hours worked on their regularly scheduled days off.

Time and one half at the regular rate of pay shall be paid for any hours worked on any holiday listed in Article 5 of the collective bargaining agreement.

For the purposes of computing overtime, the pay week shall commence on Thursday at 12:01 a.m. and end on Wednesday at midnight.

Time and one half the employees' regular rate of pay shall be paid for all hours worked after the regular workday of 10 hours. The City will not give employees compensation time off in lieu of overtime pay unless requested by the employee, to be taken during the pay period and such requested compensatory time off will be only at the discretion of the department head. The City retains the right to use reserve personnel at their discretion.

#### Section 4: Extra Work

Any employee called to work will be compensated a minimum of four (4) hours at regular rate of pay or time and one half (1 1/2) after compensation of regular scheduled hours.

#### Section 5: Weekend Call

Employees who are assigned to be on call and are expected to be available for work on weekends from April 1<sup>st</sup> to November 1<sup>st</sup>-shall be paid a stipend of fifty dollars (\$50.00) dollars per weekend. Holiday weekends will be sixty-five dollars (\$65.00).

#### Section 6: City Hall Closure

Public Works Employees who work a M-Th schedule shall be paid at 1.5 times their regular rate of pay any time City Hall is closed during normal operating hours (M-Th).

Wastewater Treatment Employees who work M-F schedule shall be paid at 1.5 times their regular rate of pay any time City Hall is closed during normal operating hours (M-Th).

#### Section 7: Comp time

Full time employees working beyond their normal scheduled hours may choose, in lieu of pay, at a one and one-half (1 ½) times rate for hours over forty (40). The maximum number of compensatory hours that may be accumulated shall be forty (40) hours.

### **ARTICLE 4 REST PERIODS**

#### Section 1: Rest Periods

All employees shall have a fifteen (15) minute rest period during each one half (1/2) shift.

#### Section 2: Meal Periods

All employees shall be granted a meal period during each work shift. Meal periods not to exceed one-half (1/2) hour in length. Whenever possible, the meal period shall be in the middle of each shift. If an employee is requested to work and does work six (6) hours beyond his regular quitting time, he or she shall be required to take one-half (1/2) hour meal period, and every six (6) hours thereafter which the employee continues to work.

#### Section 3: Travel Time

Time limits in Sections 1 and 2 above include travel time.

## **ARTICLE 5 HOLIDAYS**

### Section 1: Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays; the actual observed dates shall be posted during January of each year on each bulletin board.

New Year's Day	Indigenous Peoples' Day
Presidents' Day	Veteran's Day
Martin Luther King, Jr. Day	Patriot's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day

To the above days shall be added any holidays declared as such by the City Council.

Eligible employee shall receive one (1) day pay for each of the holidays listed above.

### Section 2: Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

(a) The Employee would have been scheduled to work such a day if it had not been observed as a holiday unless the employee is on a day off, vacation or sick leave, and

(b) The employee worked his last scheduled day prior to the holiday unless he was excused by the employer.

If the holiday is observed on an employee's day off or vacation, he shall be paid the unworked holiday.

### Section 3: Holiday Work

If an employee works on any of the holidays listed above, the employer shall pay the employee at one and one-half (1 1/2) times his regular rate of pay for all hours worked.

## **ARTICLE 6 VACATIONS**

### Section 1: Vacation Entitlement

Each regular, full-time employee will be entitled to two (2) weeks paid vacation after one (1) year of service, three (3) weeks paid vacation after five (5) years of service, four (4) weeks paid vacation after ten (10) years of service and five (5) weeks paid vacation after fifteen (15) years of service.

### Section 2: Vacations are not to Accumulate

Vacation time is to be taken generally within one (1) year of its accrual. However, it may be extended up to eighteen (18) months of its accrual if requested by the employee. There shall be no buy out of vacation, other than when an employee leaves employment with the City, vacation time accrued shall be paid to the employee or his estate. No employee will lose vacation due to the employer denying vacation.

### Section 3: Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job in the payday immediately preceding the employee's vacation period.

Employees may receive their vacation pay on the pay day prior to the start of their vacation or on a later pay day (at the employees' option), provided that the employee notifies the payroll department at least two (2) weeks in advance of his/her vacation period if he wishes to utilize the early payment provision.

### Section 4: Choice of Vacation Period

Vacation shall be granted at the time requested by the employee if possible. The Department Head shall determine the number of employees that may be off and the times when they may be off by posting a vacation calendar. The period between December 1 and March 31, inclusive, shall be generally no vacations time except on a case-by-case basis when staffing levels allow.

The employee with the greater seniority shall be given his choice in the event of any conflict over vacation periods. Employees who do not request a vacation period prior to the ninth month in the fiscal year shall be scheduled by the employer and so notified.

### Section 5: Vacation Rights in Case of Layoff or Separation

The employee will not have earned any vacation until completing a year of service. However, if an employee leaves any time after working six months in any year other than his first year, the employee shall receive vacation pay upon termination on a pro-rated basis.

### Sections 6: Vacation Buy back



Employees shall have the option of selling one week (40 hours) of vacation time back to the City on an annual basis during the month of June.

**ARTICLE 7  
SICK LEAVE AND PAID TIME OFF**

Section 1: Sick Leave and Paid Time Off

All regular full time employees contacting or sustaining any non-employment related illness or disability, which deprives said employee of the ability to perform the duties of his/her employment, may be entitled to sick leave as hereinafter provided however, the Maine Legislature has adopted a mandatory "Earned Paid Leave" benefit , effective January, 1, 2021, that mandates that each employee shall earn Paid Leave based on the employee's base pay as provided in 26 MRS § 637. Employees shall enjoy the greater of the Earned Paid Leave or the sick leave benefit, but they shall not be cumulative.

Section 2: Basic credit and maximum accumulation

(1) Each permanent full- time employee may earn 8.5 hours per full calendar month of regular employment to be used as sick leave and must earn 3.5 hours of paid time off which shall be computed at the regular base pay rate of the employee, for a total of 12 hours per month combined. On this basis, sick leave may accumulate to a maximum of 960 hours. Paid time off may accumulate to a maximum of 40 hours per year. Employees shall be compensated for 1/2 of the first 720 hours of accumulated sick leave and paid time off when they are permanently separated from employment as a result of voluntary resignation, retirement, or death, but not to exceed a maximum of 360 hours of compensation. In the event of death, payment is to be made to the employee's designated beneficiary, or in the absence of such beneficiary, to the employee's spouse, or in the absence of either, to the employee's probate estate.

Section 3: Requirements and conditions

The granting of "Earned Paid Leave" shall be the responsibility of, and at the discretion of the department head, and under the fiscal and recording control of the City treasurer and/or payroll clerk.

**ARTICLE 8  
INSURANCE AND PENSIONS**

Section 1: Health Insurance

The City shall pay 90% the employee's share of the cost of Blue Cross-and Blue Shield Insurance and Major Medical Insurance identical to all municipal employees of all regular, full-time employees. The employee shall pay the other 10%. Due to the cancelation of the current plan offered by Anthem insurance employees who are currently in the plan must by October 1, 2020 select one of the current options being offer by the Town.

City of Belfast offers 3 Anthem Plans through Maine Municipal Employee Health Trust (POS-C, PPO 500 and PPO 2500)

The employer shall pay eighty percent (80%) of the full cost of dependent /family coverage. The employee shall pay the other 20%

There will be no other changes to insurance through term of this agreement.

The City Council may elect to improve the insurance coverage upon their formal vote. In the event that Blue Cross and Blue Shield changes the existing program to meet federal guidelines, the parties agree that the resulting coverage will be the closest comparable plan offered.

#### Section 2: Workers Compensation Insurance

The City will provide Workman's Compensation protection for all employees. The City will process diligently all claims pertaining to on-the-job injuries.

During an absence resulting from a disability specifically covered by Workman's Compensation, the City will pay the employee at his/her regular rate of pay and the employee will turn over to the City all his/her Workman's Compensation payments for loss of income during the period of disability. The City will not be liable for any payments under this provision for any claim for Workman's Compensation filed on an employee's behalf which is not validated through due process as provided by Maine's Workman's Compensation Statutes. The City will not be liable for continued payments under this provision after the termination of Workman's Compensation benefits by due process or the settlement of a claim, whichever comes first.

Section 3: All members may participate in the City's retirement system either through Maine Employees Retirement System PLD Regular Plan AC or through ICMA (International City Management Association Retirement Program).

## **ARTICLE 9 WAGES**

### Section 1: Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this agreement and marked "Appendix A". The attached wage schedule shall be considered a part of this agreement.

After successful completion of appropriate years of service employees shall move from the minimum step in the pay range to the maximum step in accordance with the schedule.

The evaluation system shall be the basis for incentive increases of .25 per hour. The .25/hour stipend does not compound each year. An unfavorable evaluation will cause the employee to lose .25/hour until the re-evaluation is completed within 120 days.

#### Section 2: Pay Period

The salaries and wages of employees shall be paid bi-weekly on Thursday of the appropriate week. In the event this day is a holiday, the preceding business day shall be payday.

### **ARTICLE 10 SENIORITY**

#### Section 1: Definition

Seniority means an employee's length of continuous service with the employer since his last date of hire.

#### Section 2: Probation Period

New employees after a six (6) month probationary period shall be added to the seniority list.

#### Section 3: Seniority Lists

An up-to-date seniority list shall be provided to the Unit Chair and a copy sent to the AFSCME Office in Augusta by the end of January of each year.

#### Section 4: Job Openings

Whenever a job opening occurs, other than a temporary opening, in any job classification covered by this collective bargaining agreement or as a result of the development or establishment of new job classifications a notice of such opening shall be posted on bulletin boards for ten (10) working days.

During this period, employees who wish may apply for the open position or job by providing a written notice of interest to the Department Head.

The employer may fill the opening by promoting from among the qualified applicants the employee with the longest continuous service provided qualifications are equal.

Section 5: Recall

Employees shall be recalled from lay off according to their seniority.

No new employees shall be hired until all employees on lay off status desiring to return to work have been recalled. If an employee is offered recall and refuses, worker status shall be considered terminated.

Any Employee who chooses to take a promotion shall have 30 days from officially moving into the position to return to their previously held position if they wish.

Section 6: Layoff

In the event it becomes necessary to lay off employees, they shall be laid off in the inverse order of their seniority, by classification.

**ARTICLE 11  
LEAVE OF ABSENCE**

Section 1: Eligibility Requirements

Employees shall be eligible for leave of absence after six (6) months of service with the Employer.

Section 2: Application for Leave

Any request for leave of absence shall be submitted in writing by the employee to the Department Head, the request shall state the reason the leave is being requested and the approximate length of time off desired.

The request for leave of absence shall be processed promptly by the City Manager. Request for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

For any unpaid leave listed below the person on leave shall not accrue seniority or any other benefit except that access to medical insurance at his/her own expense continues.

Section 3: Unpaid Medical Leave

An unpaid medical leave of absence shall be granted to the employee upon due proof by his physician that said leave is necessary. The request shall be answered within five (5) days.

Employees shall be returned to the position that they held at the time the leave of absence was granted. This leave shall not constitute a break in service.

#### Section 4: Bereavement Leave

In the event of sickness or death in the immediate family of an employee (spouse, domestic partner, parents, children, brother, sister) the employee shall be granted up to three (3) days Emergency Leave/Bereavement Leave with full pay to make household adjustment, arrange for medical services or to attend to funeral matters. Leave for other emergencies may be charged to vacation day or sick days if employee has such days accumulated.

In the event of sickness or death of the employee's parents-in-law, grandparents, grandchildren, stepparents, if the stepparent was responsible for rearing the employee or significant other living in same household, one (1) day emergency leave with full pay for household adjustment, arrangements or attend to funeral.

#### Section 5: Unpaid Leave

Leave of absence for a limited period not to exceed six (6) months may be granted for any reasonable period, and such leaves may be extended or renewed for a reasonable period in accordance with the City Personnel Policy. This leave shall not constitute a break in service.

#### Section 6: Military Service

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriated authority to attend training or perform other duties under the supervision of the United States, or this State shall be granted a leave of absence during the period of such activity.

Any employee who enters into active service in the armed forces of the United State while in the service of the employer shall be granted a leave of absence for the period of Military Service.

#### Section 7; Family Medical Leave

The City of Belfast recognizes the Calendar year as the twelve month period utilized for Family Medical Leave, the City allows that available benefit time may be used at the employee's option with notice to payroll.

**ARTICLE 12**  
**DISCIPLINE, DISCHARGE AND DISPUTES**

Disciplinary action may be imposed upon an employee for failure to fulfill the duties and responsibilities established by the Public Works Department of the City of Belfast. No disciplinary action shall be taken against an employee without just cause.

Disciplinary action shall be in one of the following forms, depending upon the gravity of the violation, but not necessarily imposed in the order stated:

Oral reprimand  
Written reprimand  
Suspension without pay  
Discharge

In the event that further investigation indicates a more serious disciplinary action is warranted, disciplinary action may be modified in an appropriate manner.

If the City has cause to reprimand an employee, it shall be done in a manner, which will not embarrass the employee before other employees or the public.

When an employee is discharged in a disciplinary action, the employee shall be notified in writing at the time of his/her discharge of the reasons for discharge and shall be entitled to an appeal hearing before the City Council to review the issue of just cause. The employee shall submit a written request for such a hearing before the City Council to the City Manager within fifteen (15) days of receipt of the above notice with reasons. The hearing shall be held within ten (10) days of the City Manager's receipt of the request of said hearing. The employee may be represented at the hearing by Council #93.

Suspension with pay may be imposed upon an employee for a period not to exceed three (3) weeks pending consideration of disciplinary action. Such suspension shall not be considered disciplinary action.

Any disciplinary action taken against an employee may be processed as a grievance through the Grievance and Arbitration Procedure set forth in ARTICLE 13.

Any Oral Reprimand shall be removed from employees personnel file 1 year from date of incident.

Written Reprimand shall be removed from employees personnel file 2 years from date of incident.

Suspensions shall be removed from employees personnel file 4 years from date of incident.

## **ARTICLE 13 SETTLEMENT OF DISPUTES**

### Section 1: Grievance and Arbitration Procedure

Any grievance or dispute, which may arise between parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

It is the intent of the parties to attempt to resolve all disputes, when possible, at the lowest possible level.

#### Step 1:

The Union Steward, with or without the employee, shall present the grievance or dispute in writing to the Department Head within ten (10) working days of the grievance or the employee's knowledge of the occurrence that led to the grievance being filed.

The Department Head shall meet with the Union steward and/or employee and respond in writing to the grievance within ten (10) working days after receipt of the grievance.

#### Step II:

If the grievance remains unresolved through Step 1, The AFSCME Field Representative and /or the Unit Chair shall present the Grievance in writing to the City Manager within ten (10) working days after the Department Heads response was due. The City Manager shall meet with the Union to discuss the grievance and respond in writing to the grievance within ten (10) working days. Either Party at this step may introduce witnesses if no determination is made at this meeting, the City shall notify the Union of such within five (5) working days. The Union then will have ten (10) working days to proceed to Step III.

#### Step III:

If the grievance remains unresolved, the Union Representative or Grievance Committee shall present it in writing to the City Council within ten (10) working days after the City Manager is due to respond. The City Council shall meet with the Union and respond in writing to the Union within five (5) working days after the next regular Council Meeting.

#### Step IV:

If the grievance is still unsettled either party may, within fifteen (15) days after the reply of the City Council is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within ten (10) working days after notice has been given. If the parties fail to select an arbitrator either party may request assignment of the Maine State Board of Arbitration and Conciliation.

The decision of the arbitrators shall be final and binding on the parties and the arbitrators shall be requested to issue their decision within thirty (30) days after the conclusion of the testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the same.

#### Working Day

Working days, as cited in ARTICLE 13, excludes Fridays, Saturdays, Sundays, and the holidays specified in ARTICLE 15, Section 1.

#### Section 2: Grievance Committee

Employees selected by the Union to act as Union Representative shall be known as "stewards". The names of employees selected as stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.

The employer shall meet at least once each month at a mutually convenient time, with the Union Grievance Committee; provided the Employer is given a ten (10) day prior written notice.

All Grievance Committee Meetings, including the regular monthly meeting shall be held during working hours, on the Employer's premises, and without loss of pay.

The purpose of Grievance Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Employer other issues, which would improve the relationship between the parties.

#### Processing Grievances during Working Hours

Grievance Committee Members may investigate and process grievances during working hours without loss of pay.



**ARTICLE 14  
UNION BULLETIN BOARDS**

The Employer agrees to furnish and maintain a suitable bulletin board at the work sites. The Union shall limit its posting of notices and bulletins to such bulletin board.

**ARTICLE 15  
UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES**

The employer agrees that during working hours on the departmental premises and without loss of pay, union representatives shall be allowed reasonable time, providing it does not interfere with the employees' duties to:

- ✓ Post Union Notices
- ✓ Distribute Union Literature to Members
- ✓ Attend negotiating Meetings
- ✓ Transmit communications, authorized by the Local Union or its officers, to the Employer or his representative.
- ✓ Consult with the employer or his representative concerning the enforcement of any provisions of this agreement.

**ARTICLE 16  
ACCESS TO EMPLOYEES**

Duly authorized representatives of the Union shall be permitted access to non-work areas for the purpose of transacting business within the scope of representation.

Duly authorized representatives of the Union shall be permitted to enter work sites with an authorized escort for the purpose of observing conditions under which employees are employed and to carry out the representative's legal responsibilities.

The duly authorized representative will, in all cases of access, notify the person in charge of the facility, or his designee, of his presence. Access shall not unreasonably be denied.

**ARTICLE 17  
MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**

The City retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this agreement. The Union acknowledges the right of the City to make such rules and regulations governing the conduct of its employees, provided they are not inconsistent with the terms of this Agreement.

When existing rules are changed or new rules are established, they shall be posted on bulletin boards for a period of ten (10) days before becoming effective.

The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

## **ARTICLE 18 UNIFORMS, TOOLS AND PROTECTIVE CLOTHING**

The City agrees to provide rubber safety footwear, as well as continue the current practice to replace as necessary steel toe boots. The City agrees to pay 100 percent of the cost of uniforms up to sixty dollars (\$60) per month. The employee is to make up the difference, if any, through payroll deductions. The City agrees to pay each employee one hundred dollars (\$100) per year towards the cost of additional uniform items that have been pre-approved by the Department head. The employee will be required to wear the shirts as a minimum and presentable pants. The City agrees to continue to furnish other protective clothing or devices as required.

The City agrees to pay an annual tool allowance of five hundred dollars (\$500) to each mechanic. In the event of an employee resigning or is terminated, the City will not be required to pay any portion of the unused allowance. The City shall replace any damaged tool with the same name brand, style, and size. The City shall supply specialized tools for a vehicle make/model, fleet vehicles, to include scan tools and software updates.

## **ARTICLE 19 DISCRIMINATION OR COERCION**

All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, or restraint because of Union membership or because of any employee activity in an official capacity on behalf of the Union and for any other cause.

The Union recognized its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**ARTICLE 20  
SEPARABILITY AND SAVINGS CLAUSE**

If any article or section of this agreement or any riders thereto should be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and or any rider thereof, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon request of the Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

To the extent that city ordinances, codes and policies are inconsistent with, or in conflict with the provisions of this agreement, the agreement will prevail provided the agreement fully respects the provisions of the City Charter.

**ARTICLE 21  
NO STRIKE**

There shall be no stoppage of work or slow-down by the Union nor any lockout by the City during the life of this agreement.

**ARTICLE 22  
CONTRACTING AND SUBCONTRACTING PUBLIC WORKS**

In the event that the Council and/or the City Manager makes the determination that work currently performed by unit members is to be contracted or sub-contracted out, and that this action will result in the layoff of a unit employee, the employer will notify the Union ninety (90) days in advance of any change. No employee shall be laid off under this provision without sixty (60) days' notice. The employer will make every reasonable effort to reassign affected employees within the City or to assure the employees that the prospective contractor will give first consideration to their employment. It is not now the intention of the City to contract or sub-contract any bargaining unit work.

**ARTICLE 23  
DURATION**

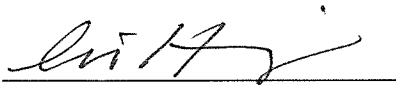
If during the final one hundred, twenty (120) days of this Agreement, negotiations for a new agreement have been pursued in a reasonable and responsible manner by the parties meeting and diligently discussing all issues in question, the provisions of the Agreement, upon the mutual agreement of the parties hereto, may be extended from week to week until a new Agreement is ratified by the parties concerned.

Should negotiations come to an impasse and/or no agreement is reached within thirty (30) days after the expiration date, it is agreed that the parties will follow the provisions of the Public Employees Labor Relations Board, including Mediation, Fact Finding and Arbitration, until an agreement is reached.

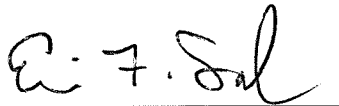
This Agreement shall be effective as of July 1, 2021 and shall remain in full force until June 30, 2024. Either party shall notify the other in writing at least sixty (60) days prior to the termination date if it desires to renew the Agreement.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the 30<sup>th</sup> day of June 2024.

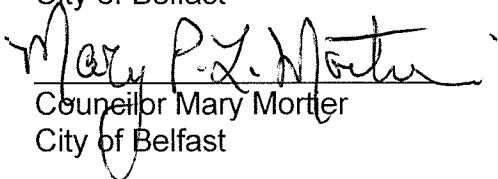
CITY OF BELFAST



Erin Herbig, City Manager  
City of Belfast




Mayor Eric Sanders  
City of Belfast



Councilor Mary Morter  
City of Belfast

COUNCIL 93, AFSCME



John Nuttall, Staff Representative  
AFSCME Council 93



Shawn Chase, Unit Chair  
Local 926-05 AFSCME



Brian Richter  
Negotiating Committee  
Local 926-05 AFSCME

APPENDIX "A"  
 PUBLIC WORKS & WASTEWATER TREATMENT FACILITY  
 TRANSFER STATION  
 WAGE SCALE

LABORER					
		Current	7/1/2024	7/1/2025	7/1/2026
			+\$4.25	+2.5%	+2.5%
Step 1	0-6 months	\$ 16.71	\$ 20.96	\$ 21.48	\$ 22.02
Step 2	6 months-4 Years	\$ 17.77	\$ 22.02	\$ 22.57	\$ 23.13
Step 3	4 yrs- 8 yrs	\$ 18.83	\$ 23.08	\$ 23.66	\$ 24.25
Step 4	8yrs - 12 yrs	\$ 19.89	\$ 24.14	\$ 24.74	\$ 25.36
Step 5	12 yrs - 16-yrs	\$ 20.95	\$ 25.20	\$ 25.83	\$ 26.48
Step 6	16 yrs - 20yrs	\$ 22.01	\$ 26.26	\$ 26.92	\$ 27.59
Step 7	20 yrs - 24 yrs	\$ 23.03	\$ 27.28	\$ 27.96	\$ 28.66
Step 8	24 years	\$ 24.14	\$ 28.39	\$ 29.10	\$ 29.83

Truck Driver

		Current	7/1/2024	7/1/2025	7/1/2026
			+\$4.25	+2.5%	+2.5%
Step 1	0-6 months	\$ 20.39	\$ 24.64	\$ 25.26	\$ 25.89
Step 2	6 months-4 Years	\$ 20.90	\$ 25.15	\$ 25.78	\$ 26.42
Step 3	4 yrs- 8 yrs	\$ 21.75	\$ 26.00	\$ 26.65	\$ 27.32
Step 4	8yrs - 12 yrs	\$ 22.23	\$ 26.48	\$ 27.14	\$ 27.82
Step 5	12 yrs - 16-yrs	\$ 22.67	\$ 26.92	\$ 27.59	\$ 28.28
Step 6	16 yrs - 20yrs	\$ 23.14	\$ 27.39	\$ 28.07	\$ 28.78
Step 7	20 yrs - 24 yrs	\$ 23.63	\$ 27.88	\$ 28.58	\$ 29.29

Step 8	24 years	\$ 24.16	\$ 28.41	\$ 29.12	\$ 29.85
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UTILITY					
		Current	7/1/2024	7/1/2025	7/1/2026
			+\$4.25	+2.5%	+2.5%
Step 1	0-6 months	\$ 20.50	\$ 24.75	\$ 25.37	\$ 26.00
Step 2	6 months-4 Years	\$ 21.16	\$ 25.41	\$ 26.05	\$ 26.70
Step 3	4 yrs- 8 yrs	\$ 22.42	\$ 26.67	\$ 27.34	\$ 28.02
Step 4	8yrs - 12 yrs	\$ 22.86	\$ 27.11	\$ 27.79	\$ 28.48
Step 5	12 yrs - 16-yrs	\$ 23.33	\$ 27.58	\$ 28.27	\$ 28.98
Step 6	16 yrs - 20yrs	\$ 23.84	\$ 28.09	\$ 28.79	\$ 29.51
Step 7	20 yrs - 24 yrs	\$ 24.36	\$ 28.61	\$ 29.33	\$ 30.06
Step 8	24 years	\$ 24.92	\$ 29.17	\$ 29.90	\$ 30.65

Heavy Equipment Operator					
		Current	7/1/2024	7/1/2025	7/1/2026
			+\$4.25	+2.5%	+2.5%
Step 1	0-6 months	\$ 21.16	\$ 25.41	\$ 26.05	\$ 26.70
Step 2	6 months-4 Years	\$ 21.64	\$ 25.89	\$ 26.54	\$ 27.20
Step 3	4 yrs- 8 yrs	\$ 22.92	\$ 27.17	\$ 27.85	\$ 28.55
Step 4	8yrs - 12 yrs	\$ 23.39	\$ 27.64	\$ 28.33	\$ 29.04
Step 5	12 yrs - 16-yrs	\$ 23.85	\$ 28.10	\$ 28.80	\$ 29.52
Step 6	16 yrs - 20yrs	\$ 24.37	\$ 28.62	\$ 29.34	\$ 30.07
Step 7	20 yrs - 24 yrs	\$ 24.87	\$ 29.12	\$ 29.85	\$ 30.59
Step 8	24 years	\$ 25.44	\$ 29.69	\$ 30.43	\$ 31.19

Mechanic					
		Current	7/1/2024	7/1/2025	7/1/2026
			+\$4.25	+2.5%	+2.5%
Step 1	0-6 months	\$ 22.53	\$ 26.78	\$ 27.45	\$ 28.14
Step 2	6 months-4 Years	\$ 22.83	\$ 27.08	\$ 27.76	\$ 28.45
Step 3	4 yrs- 8 yrs	\$ 23.12	\$ 27.37	\$ 28.05	\$ 28.76
Step 4	8yrs - 12 yrs	\$ 23.61	\$ 27.86	\$ 28.56	\$ 29.27
Step 5	12 yrs - 16-yrs	\$ 24.07	\$ 28.32	\$ 29.03	\$ 29.75
Step 6	16 yrs - 20yrs	\$ 24.61	\$ 28.86	\$ 29.58	\$ 30.32
Step 7	20 yrs - 24 yrs	\$ 25.09	\$ 29.34	\$ 30.07	\$ 30.83
Step 8	24 years	\$ 25.67	\$ 29.92	\$ 30.67	\$ 31.43

Senior Mechanic					
		Current	7/1/2024	7/1/2025	7/1/2026
			+\$4.25	+2.5%	+2.5%
Step 1	0-6 months	\$ 26.60	\$ 30.85	\$ 31.62	\$ 32.41
Step 2	6 months-4 Years	\$ 26.26	\$ 30.51	\$ 31.27	\$ 32.05
Step 3	4 yrs- 8 yrs	\$ 26.92	\$ 31.17	\$ 31.95	\$ 32.75
Step 4	8yrs - 12 yrs	\$ 27.58	\$ 31.83	\$ 32.63	\$ 33.44
Step 5	12 yrs - 16-yrs	\$ 28.27	\$ 32.52	\$ 33.33	\$ 34.17
Step 6	16 yrs - 20yrs	\$ 28.98	\$ 33.23	\$ 34.06	\$ 34.91
Step 7	20 yrs - 24 yrs	\$ 29.71	\$ 33.96	\$ 34.81	\$ 35.68
Step 8	24 years	\$ 30.45	\$ 34.70	\$ 35.57	\$ 36.46

Transfer Station 1					
		Current	7/1/2024	7/1/2025	7/1/2026

			+\$4.25	+2.5%	+2.5%
Step 1	0-6 months	\$ 19.97	\$ 24.22	\$ 24.83	\$ 25.45
Step 2	6 months-4 Years	\$ 20.35	\$ 24.60	\$ 25.22	\$ 25.85
Step 3	4 yrs- 8 yrs	\$ 20.75	\$ 25.00	\$ 25.63	\$ 26.27
Step 4	8yrs - 12 yrs	\$ 21.16	\$ 25.41	\$ 26.05	\$ 26.70
Step 5	12 yrs - 16-yrs	\$ 21.61	\$ 25.86	\$ 26.51	\$ 27.17
Step 6	16 yrs - 20yrs	\$ 22.08	\$ 26.33	\$ 26.99	\$ 27.66
Step 7	20 yrs - 24 yrs	\$ 22.50	\$ 26.75	\$ 27.42	\$ 28.10
Step 8	24 yrs - 28 yrs	\$ 23.01	\$ 27.26	\$ 27.94	\$ 28.64
Step 9	28 yrs -32 yrs	\$ 23.54	\$ 27.79	\$ 28.48	\$ 29.20
Step 10	32 yrs - 36 yrs	\$ 24.06	\$ 28.31	\$ 29.02	\$ 29.74
Step 11	36yrs - 40 yrs	\$ 24.62	\$ 28.87	\$ 29.59	\$ 30.33
Step 12	40 yrs to 44 yrs	\$ 25.18	\$ 29.43	\$ 30.17	\$ 30.92

Transfer Station 2					
		Current	7/1/2024	7/1/2025	7/1/2026
			+\$4.25	+2.5%	+2.5%
Step 1	0-6 months	\$ 16.18	\$ 20.43	\$ 20.94	\$ 21.46
Step 2	6 months-4 Years	\$ 17.24	\$ 21.49	\$ 22.03	\$ 22.58
Step 3	4 yrs- 8 yrs	\$ 18.30	\$ 22.55	\$ 23.11	\$ 23.69
Step 4	8yrs - 12 yrs	\$ 19.36	\$ 23.61	\$ 24.20	\$ 24.81

Waste Water Treatment 1					
		Current	7/1/2024	7/1/2025	7/1/2026
			+\$4.25	+2.5%	+2.5%
Step 1	0-6 months	\$ 19.85	\$ 24.10	\$ 24.70	\$ 25.32



Step 2	6 months-4 Years	\$ 20.62	\$ 24.87	\$ 25.49	\$ 26.13
Step 3	4 yrs- 8 yrs	\$ 20.83	\$ 25.08	\$ 25.71	\$ 26.35
Step 4	8yrs - 12 yrs	\$ 21.23	\$ 25.48	\$ 26.12	\$ 26.77
Step 5	12 yrs - 16-yrs	\$ 21.65	\$ 25.90	\$ 26.55	\$ 27.21
Step 6	16 yrs - 20yrs	\$ 22.09	\$ 26.34	\$ 27.00	\$ 27.67
Step 7	20 yrs - 24 yrs	\$ 22.58	\$ 26.83	\$ 27.50	\$ 28.19
Step 8	24 years	\$ 23.09	\$ 27.34	\$ 28.02	\$ 28.72

Waste Water Treatment 2					
		Current	7/1/2024	7/1/2025	7/1/2026
			+\$4.25	+2.5%	+2.5%
Step 1	0-6 months	\$ 20.25	\$ 24.50	\$ 25.11	\$ 25.74
Step 2	6 months-4 Years	\$ 21.08	\$ 25.33	\$ 25.96	\$ 26.61
Step 3	4 yrs- 8 yrs	\$ 21.26	\$ 25.51	\$ 26.15	\$ 26.80
Step 4	8yrs - 12 yrs	\$ 21.70	\$ 25.95	\$ 26.60	\$ 27.26
Step 5	12 yrs - 16-yrs	\$ 22.15	\$ 26.40	\$ 27.06	\$ 27.74
Step 6	16 yrs - 20yrs	\$ 22.55	\$ 26.80	\$ 27.47	\$ 28.16
Step 7	20 yrs - 24 yrs	\$ 23.07	\$ 27.32	\$ 28.00	\$ 28.70
Step 8	24 yrs - 28 yrs	\$ 23.59	\$ 27.84	\$ 28.54	\$ 29.25
Step 9	28 yrs -32 yrs	\$ 24.67	\$ 28.92	\$ 29.64	\$ 30.38
Step 10	32 yrs - 36 yrs	\$ 26.80	\$ 31.05	\$ 31.83	\$ 32.62
Step 11	36yrs - 40 yrs	\$ 26.98	\$ 31.23	\$ 32.01	\$ 32.81
Step 12	40 yrs to 44 yrs	\$ 28.22	\$ 32.47	\$ 33.28	\$ 34.11

Lead man at WWTP and Transfer Station to receive an additional one dollar (\$1.00) per hour.

Wastewater On Call Stipend effective 7/1/2021 shall be eighty-five (\$85.00) per week.