



CITY OF BELFAST

131 Church Street
Belfast, Maine 04915

Joseph J. Slocum
City Manager

E-mail: jslocum@cityofbelfast.org

Tel: (207) 338-3370 ext. 10

Fax: (207) 338-2419

MANAGER'S REPORT

Belfast City Council Meeting

Tuesday, July 5, 2016

6:30 p.m. Committee Interviews

7:00 p.m. Regular Council Meeting

TO: Mayor Walter Ash Jr. and Honorable Members of Belfast City Council

FROM: Joseph J. Slocum, City Manager

DATE: Friday, July 1, 2016

Non-Agenda Items: We will start at 6:30 p.m. to interview candidates for various committees and boards of the City.

Agenda Items:

10-A Update on negotiations with Penobscot McCrum to secure an easement across their property to connect the Rail Trail to Pierce and Front Streets.

We have scheduled a formal meeting with Penobscot McCrum and their lawyer for Wednesday, July 6th at 10 a.m. While we tried to get this meeting arranged in advance of your July 5 meeting, it was just not possible given the various schedules of the different people involved.

They asked that we identify on the ground just where the easement will be before they meet with us. We have exchanged with Penobscot McCrum all of our information that was presented to you at the last meeting.

We have made progress and we were on the site for a good part of the day of Tuesday, June 28 where City Planner Wayne Marshall and Good Deeds redrew the specifics of the location of the easement. They changed it in some respects from what was originally planned so that it would impose less upon the existing use of the property by Penobscot McCrum.

These changes to the description of the easement are reflected in drawings from Good Deeds which are attached to this packet for all to see. I will be unavailable on Friday the 1st but I'm hoping that we will have real time on Wednesday the 6th for a positive and comprehensive discussion.

We are very clear on our direction and responsibility. This is a serious matter and we intend to continue to put all of our cards straight on the table. I understand the disappointment about the discussion not happening before our Council Meeting of July 5th but we should have a good update within 24 hours of that date.

10-B Second Reading on amendments to the Cemetery Ordinances proposed by the Cemetery Trustees.

These amendments will expand the number of Cemetery Trustees and clarify roles of the Board and the Superintendent. They are attached in this packet.

10-C Consideration of accepting the bids for diesel fuel and possibly awarding the bid.

We received bids on June 30th. Public Works Director Bob Richards will attach them to this packet along with his recommendation. We anticipate these bids will save us some money.

10-D Confirmation of Ryan D. Jackson as a Reserve Officer for the Belfast Police Department and Mary Beth McGinley as the new Administrative Assistant for the Belfast Police Department.

There is a memo attached from the Chief. We are losing our long time Administrative Assistant Diana Story who has accepted a job at the Sheriff's Department. We thank her for her service and wish her well. That makes two employees who have left us for the Sheriff's Office in the last 6 months. That's what better pay and benefits will do.

10-E First Reading of proposed amendments to Chapter 30 Harbor Ordinance, Section 30-32 and 30-159.

Several months ago the Council adopted an Outer Harbor Plan. In that process there was a lot of discussion about the possibility of prohibiting winter moorings in the Outer Harbor. The Harbor Master and the Harbor Committee has since worked with local fishermen and regional fishing representatives to iron out better language which now has an exception for working commercial vessels that are moored in the Inner Harbor. Under the new rules the Harbor Master will grant approval for moorings and anchorages outside the Inner Harbor during the winter provided the boat owner can demonstrate that the vessel is seaworthy and that the mooring and or anchorage gear is adequate to withstand the ice and other adverse conditions and that the owner has adequate access to the vessel in the event of an emergency.

10-F Update on the status of the Front Street Project, the Washington Street Project and the Front Street Shipyard Project.

City Planner Wayne Marshall will provide a verbal update at the meeting.

10-G Further consideration of approval of a Union contract agreement covering the Public Works employees, Wastewater Treatment employees and one full-time employee at the Belfast Transfer Station.

The fine details of the agreements have finally been rendered to writing for all to sign. We need the Council to approve a three-year collective bargaining agreement from July 1/2104 to June 30th 2017.

The Union has accepted the agreement and it has the same provisions that we were ready to sign at our March 15, 2016 meeting. Here is the same overview of the agreement we presented on March 15, 2016. The agreement is clearly retroactive but we have honored its terms in keeping with the Council's decision that this Union be treated the same as the Police Union and all non- union City employees during this same period.

The City is fortunate to have so many great and truly dedicated employees. A big number of them work for the Public Works, Wastewater Treatment and Transfer Station Departments. Most of these employees work under a collective-bargaining agreement. We have negotiated for over 2 years and we have been trying to find a way to find a balance between recognizing them for their skills and contributions while at the same

time trying to balance the financial impacts an increase would have upon the taxpayers of the City.

The major issues in most negotiations involve both compensation and benefits. The cost of living has gone up every single year and so has health insurance. Prior to this agreement, the City paid 100% of an employee's individual health care coverage. We have a good plan that costs less than anything sold by the Maine Municipal Association and it provides better benefits. The City has benefited many years by participating in this lower-cost plan.

However, over the last 20 years the City has not paid very much towards dependent care coverage. In fact we only paid one hundred dollars per month to contribute toward it. This means the City employee who wants to provide health insurance coverage for their dependents would have to pay in the neighborhood of \$500 a month for their children and \$970 a month to provide healthcare to their spouse. The rate for spouse and children was also \$970 a month.

Our contribution towards dependent healthcare has been below the standard offered by most municipalities in the State for more than a decade. Having said that, many municipalities do ask their employees to contribute towards their own individual health care and we have not been one of those employers over the last decade.

So we set out to negotiate a deal whereby the employee would now pay a percentage of their health insurance and the City would increase its contribution toward helping with the cost of health insurance for children and spouses.

The proposal under this collective-bargaining agreement is virtually the same as the one the City has previously authorized earlier this year for the Police Union and for all other non-Union employees. Because the State does not allow the City to enter into a four-year collective-bargaining agreement we have elected to enter into a one-year agreement followed by a three-year agreement, the provisions of that are as follows:

Two Contracts:

Contract #1 One year 7/1/13 to 6/30/14 No Change 0\$ increase

Contract #2 Three year 7/1/14 to 6/30/17

7/1/14 to 6/30/15 YR #1 1% COLA and no change in health insurance.

7/1/15 to 6/30/16 YR #2 1% COLA and all employees now pay 10% health insurance for individual coverage only.

If individual employee wants dependent coverage then they now pay 20% and the City now pays 80% for all coverage including individual.

7/1/16 to 6/30/17 YR #3 1% COLA and same health insurance plan as year before: Individual pays 10%, if dependent coverage sought the employee pays 20% for whole family, including themselves.

What the employee pays:

	Week	Month	Year
Individual	\$16.38	\$71	\$852
Post 1999 Indiv. w/ KIDS	\$55.58	\$241	\$2,890
Post 1999 Indiv. w/ Spouse	\$82	\$354	\$4,251

An 80%-20% Plan where the employer pays 80% and the employee pays 20% is the norm amongst most municipalities in the State of Maine.

It has been a very difficult discussion. Employees see us work on projects and think we spend our money on projects over people. The truth is we spend money on projects to grow and improve this City and also because we can get outside grants to help save taxpayer dollars.

I do feel that there is an injustice in our local property tax system and that is in the way that we treat the people we pay with our property taxes. In my opinion City employees are routinely asked to receive less benefits and less cost-of-living increases than their counterparts at either the School or the County and this is just plain wrong. It is reasonable for City employees to want to be treated the same way as their counterparts in those tax supported government entities. It is my hope that we can work to change this in the future.

I ask for your vote on this agreement and yes we will start negotiating on the next contract early next year.

10-H Request to go into Executive Session to discuss a Personnel matter pursuant to 1 M.R.S.A. 405 (6) D.

10-I Signing of Council Orders

That's about it for now. I'm pleased to report that after six months we've concluded our draft proposal for next year's budget. The public hearing on that budget will be at the regularly scheduled Council Meeting on July 19, 2016 at 7:00 p.m. All are welcome to come and present their views on the proposals we have put together.

Monday is July 4th happy Independence Day everybody. City Hall will be closed. There will be music and dance at noon at the Park on Main put on by Cold Comfort Theater. We thank them for this patriotic volunteer effort.

The Rail Trail is still under construction. There are trucks on it almost daily and we should be laying down the finished surface very soon. I know people are excited but they also have to be careful as it is technically closed for construction, but I don't expect any construction over the weekend.

We hope you get to enjoy this long weekend family, friends or neighbors. Have fun, be safe and do everything you can to shop local.

**City of Belfast
Consent Agenda
Tuesday, July 5, 2016
Meeting #1**

The following items are proposed as our Consent Agenda. As in the past the items are voted on in one blanket motion to the affirmative. One Councilor makes a motion to approve the items as stated, and then another Councilor will second that motion and the whole Council votes. If a Councilor requests an item be removed from the consent agenda, they do so during the adoption of the agenda. If a member of the public requests that an item be removed from the consent agenda, they can do so in the open to the public section. Suggested motions are listed and supporting material is enclosed.

9) Permits, Petitions and Licenses - Consent Agenda

- A. Request to approve an application by American Cruise Lines, Inc. d/b/a w/the following vessels- American Spirit, American Star, Independence, American Glory and American Eagle docked at the Belfast Harbor Pier, Belfast, Maine for a renewal Malt, Spirituous and Vinous Public Service, Class I liquor license.**

Motion to approve an application by American Cruise Lines, Inc. d/b/a w/the following vessels- American Spirit, American Star, Independence, American Glory and American Eagle docked at the Belfast Harbor Pier, Belfast, Maine for a renewal Malt, Spirituous and Vinous Public Service, Class I liquor license.

- B. Request to approve an application for coin operated machines for Bowen's Tavern LLC located at 181 Waterville Road, Belfast, ME.**

Motion to approve an application for coin operated machines for Bowen's Tavern LLC located at 181 Waterville Road, Belfast, ME.

- C. Request to approve an off premises catering permit for The Crusty Crab LLC d/b/a The Front Street Pub for the Maine Celtic Celebration located at the Belfast Commons from July 15, 2016 at 3:00 p.m. until July 17, 2016 at 6:00p.m.**

Motion to approve an off premises catering permit for The Crusty Crab LLC d/b/a The Front Street Pub for the Maine Celtic Celebration located at the Belfast Commons from July 15, 2016 at 3:00 p.m. until July 17, 2016 at 6:00p.m.



US ROUTE 1
MAINE STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
STATE HIGHWAY 26
S.H.C. FILE NO. 14-80
SHEETS 16 & 17 OF 20
DATED MARCH & JULY 1961

PENOBSCOT MCCRUM, LLC
BOOK 2590 PAGE 107

Book 807 Page 140

PENOBSCOT MCCRUM, LLC
BOOK 2590 PAGE 107

PENOBSCOT MCCRUM, LLC
BOOK 2590 PAGE 107

Paved

Book 901 Page 31

Paved

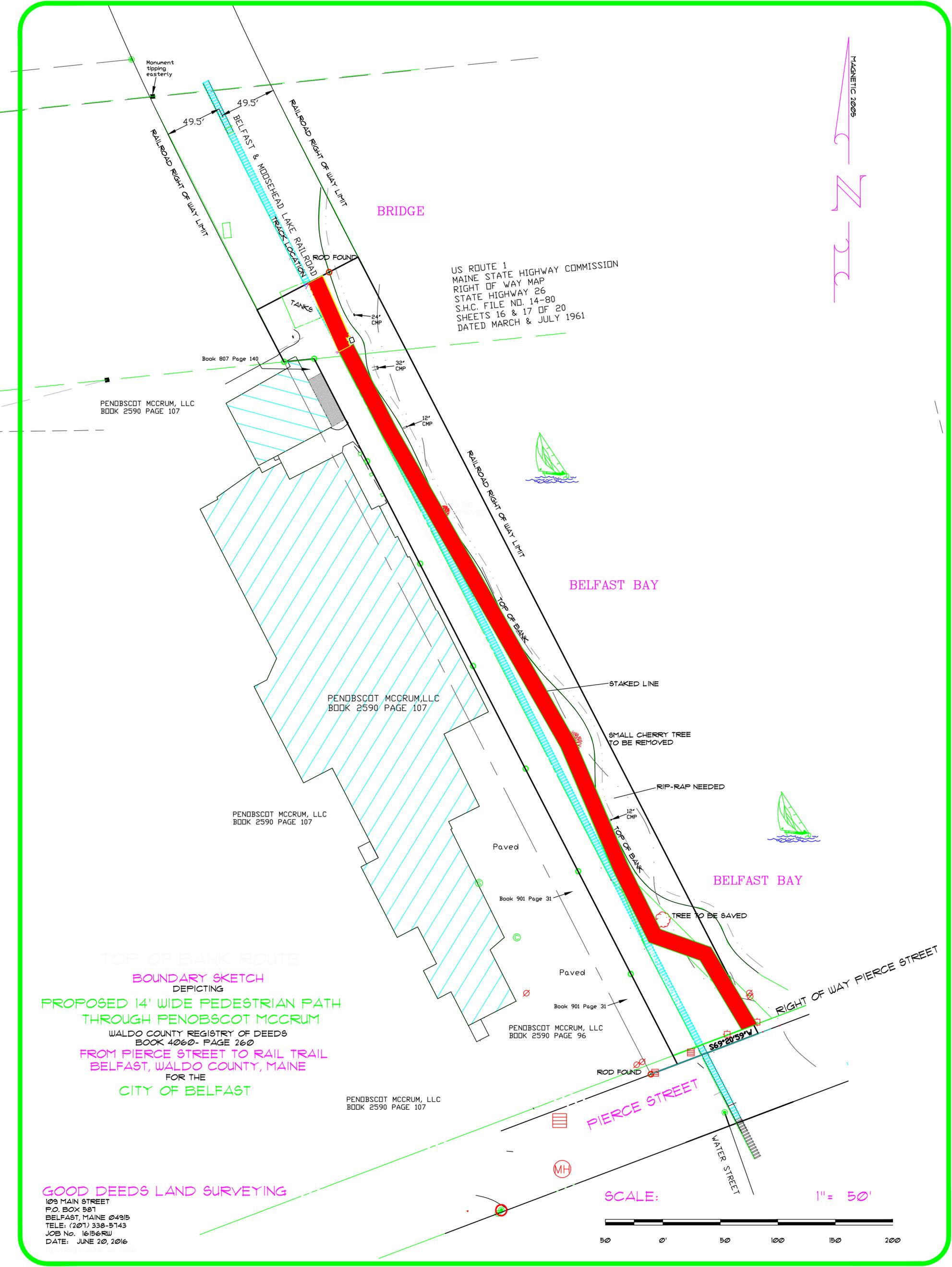
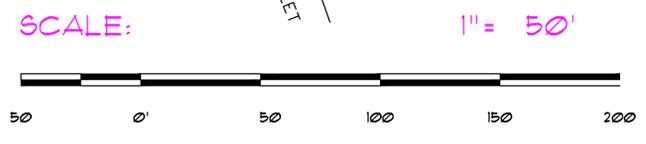
Book 901 Page 31

PENOBSCOT MCCRUM, LLC
BOOK 2590 PAGE 96

PENOBSCOT MCCRUM, LLC
BOOK 2590 PAGE 107

TOP OF BANK ROUTE
BOUNDARY SKETCH
DEPICTING
PROPOSED 14' WIDE PEDESTRIAN PATH
THROUGH PENOBSCOT MCCRUM
WALDO COUNTY REGISTRY OF DEEDS
BOOK 4060- PAGE 260
FROM PIERCE STREET TO RAIL TRAIL
BELFAST, WALDO COUNTY, MAINE
FOR THE
CITY OF BELFAST

GOOD DEEDS LAND SURVEYING
103 MAIN STREET
P.O. BOX 581
BELFAST, MAINE 04915
TELE: (207) 338-5143
JOB No. 16156RW
DATE: JUNE 20, 2016



MAGNETIC 2005



BRIDGE

US ROUTE 1
MAINE STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
STATE HIGHWAY 26
S.H.C. FILE NO. 14-80
SHEETS 16 & 17 OF 20
DATED MARCH & JULY 1961

NOTE:

1. THE DETAILS OF THE DRAWING HEREIN DEPICTING TOP OF BANK, BUILDINGS, FOOTPRINT OF THE RAILS, MONUMENTATION, ETC. WERE BASED ON A BOUNDARY RETRACEMENT SURVEY FOR UNITY PROPERTY MANAGEMENT DATED DECEMBER 2005, REVISED JANUARY 2006 BY REYNOLDS LAND SURVEYING RECORDED IN BOOK 2913, PAGE 161 AT THE WALDO COUNTY REGISTRY OF DEEDS. GOOD DEEDS CHECKED EXISTING MONUMENTATION AND ROTATED INTO REYNOLDS PLAN TO LOCATE NEW OBSTACLES AND DEFINE THE PROPOSED PATHWAY IN RELATION TO THE DESCRIPTIONS OF THE PENOBSCOT MCCRUM PROPERTY.
2. THE PROPOSED PATHWAY IS INTENDED TO BE A 14 FOOT WIDE STRIP OF LAND DEFINED IN 3 SEGMENTS BY A CENTER LINE RUNNING FROM PIERCE STREET NORTHWARD TO MEET THE EXISTING RAIL TRAIL.



BELFAST BAY

BELFAST BAY

RIGHT OF WAY PIERCE STREET

TRACK ROUTE 

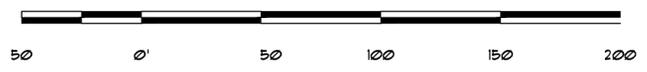
TOP OF BANK ROUTE 

TRACK ROUTE
AND
TOP OF BANK ROUTE
BOUNDARY SKETCH
DEPICTING
PROPOSED 14' WIDE PEDESTRIAN PATH
THROUGH PENOBSCOT MCCRUM
WALDO COUNTY REGISTRY OF DEEDS
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FROM PIERCE STREET TO RAIL TRAIL
BELFAST, WALDO COUNTY, MAINE
FOR THE
CITY OF BELFAST

GOOD DEEDS LAND SURVEYING
103 MAIN STREET
P.O. BOX 587
BELFAST, MAINE 04915
TELE: (207) 338-5743
JOB No. 16156RW
DATE: JUNE 20, 2016

SCALE:

1" = 50'



PENOBSCOT MCCRUM, LLC
BOOK 2590 PAGE 107

PENOBSCOT MCCRUM, LLC
BOOK 2590 PAGE 107

PENOBSCOT MCCRUM, LLC
BOOK 2590 PAGE 107

PENOBSCOT MCCRUM, LLC
BOOK 2590 PAGE 96

PENOBSCOT MCCRUM, LLC
BOOK 2590 PAGE 107

Monument
tipping
easterly

RAILROAD RIGHT OF WAY LIMIT

RAILROAD RIGHT OF WAY LIMIT

Book 807 Page 140

ROD FOUND

TANKS

24' CMP

32' CMP

12' CMP

RAILROAD RIGHT OF WAY LIMIT

TOP OF BANK

STAKED LINE

SMALL CHERRY TREE
TO BE REMOVED

RIP-RAP NEEDED

12' CMP

TOP OF BANK

TREE TO BE SAVED

Paved

Book 901 Page 31

Paved

Book 901 Page 31

ROD FOUND

669°20'59" W

111.69'

WATER STREET

MH

June 2016 Amendments to City of Belfast Cemetery Ordinance, Section 18
As recommended by the Board of Cemetery Trustees

(Sections not included herein will remain unchanged from the version codified as of June 1, 2016)

Sec. 18-51 Established; membership; appointment and term of members.

The Board of Cemetery Trustees shall consist of five members and one alternate member, appointed by the City Council. The term of office of a trustee shall be three years. The terms shall be overlapping so that in any one year no more than two trustees are appointed to the Board.

Sec. 18-52 Officers; records and reports.

The Board shall conduct an annual meeting after the annual appointment of new trustees and before the first day of the calendar year, at which officers shall be appointed. Officers shall include a Chair of the Board and a Secretary to serve terms of one to three years, at the Board's discretion. The Secretary shall keep a record of all proceedings of the Board.

Sec. 18-54 Appointment of Cemetery Superintendent.

The Board of Cemetery Trustees shall consult and collaborate with the City Manager regarding the filling of any vacancy in the position of Cemetery Superintendent. The Board shall recommend to the City Manager the appointment of a Superintendent for the custody and care of all public cemeteries in the city, as well as an applicable term of one to three years. The Board may recommend to the City Manager the removal of the Superintendent for cause whenever in its judgment the best interest of the cemeteries shall be promoted thereby.

Sec. 18-55 Supervision of cemeteries.

It shall be the duty of the Board of Cemetery Trustees to advise the Superintendent, City Manager and the City Council on matters dealing with City-owned cemeteries. This will include review and recommendation of budgets as well as long-term capital planning and review of any new policies or procedures to be followed on a regular basis at the City cemeteries.

The Cemetery Superintendent shall have the day-to-day responsibility of overseeing the management and operation of all City-owned cemeteries, and all work done therein shall be subject to his or her approval.

Sec. 18-72 Use of funds.

The City Treasurer shall submit an account of perpetual care funds to the Board of Cemetery Trustees in a reasonable period after the close of each municipal year and at other times when

requested by the Board. The Board of Cemetery Trustees shall make recommendations to the City Council regarding the use of cemetery trust funds for perpetual care purposes.

Sec. 18-72 Accounts; investment of funds.

It shall be the duty of the City Treasurer to keep an account of perpetual care funds under the designation of "Cemetery Fund." Investment of said funds shall be as determined by the City Council in accordance with applicable law.

Sec. 18-111 Work to be done only by cemetery employees.

Work in City cemeteries must be performed by the employees of the City cemeteries, unless otherwise directed and approved by the Cemetery Superintendent. Such work must be carried out under the supervision of the Cemetery Superintendent.



CITY OF BELFAST, MAINE 04915
131 CHURCH STREET

10.C

Robert (Bob) Richards
Public Works Director
publicworks@cityofbelfast.org

Tel: (207) 338-2375
Fax: (207) 338-6222

Date: June 30, 2016

To: Mayor, City Council

City Manager, Joe Slocum

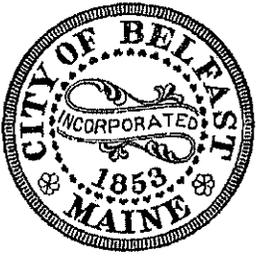
Re: Diesel Fuel Bids

We received 5 bids for diesel fuel delivered to the Public Works Facility. After reviewing the bids I feel that the price from ***Tidewater Oil Company*** is the best price available. Therefore I would like to recommend the council accept their price and award the bid to ***Tidewater Oil Company***. This will be for the 2016-2017 budget year.

Thank you,

Bob Richards 

Public Works Director



CITY OF BELFAST

131 Church Street
Belfast, Maine 04915

E-mail: cityclerk@cityofbelfast.org

Tel: (207) 338-337

Fax: (207) 338-6222

Public Works Diesel Fuel Bid Opening June 30, 2016 at 10:00 a.m.

Present at the opening: Amy Flood Belfast City Clerk, Bob Richards Director of Public Works
Also Present: Kergan Thoman Tidewater Oil & John Homes Consumers Fuel

There were a total of five (5) bid envelopes submitted as follows:

Moonlight Fuel

P.O. Box 158
Belfast, ME 04915
207-338-5919
Herb Benner

Price Delivered: \$.09 over rack price
Rack Price: \$2.16 (as of 6/16/2016)
Ending Price: \$2.25

Irving Energy

107 Baker Blvd
Brewer, ME 04412
207-228-5580
Lance Lord

Price Delivered: \$.058 over rack price
Rack Price: \$2.271 (as of 6/14/2016)
Ending Price: \$2.329

Maritime Energy

262 Main St.
Belfast, ME 04915
207-596-0986 ext 128
Chris Seavey

Price Delivered: \$.125 over rack price
Rack Price: \$1.5566 (as of 6/29/2016)
Ending Price: \$1.6816

Tidewater Oil Company

146 Church St.
Belfast, ME 04915
207-338-4739
Matthew Porter

Price Delivered: \$.12 over rack price
Rack Price: \$1.5265 (as of 6/28/2016)
Ending Price: \$1.6565

Consumers Fuel(City continues to rent tank, pump, etc)

12 Main St.
Belfast, ME 04915
207-338-2000
John Holmes

(City has own tank, pump etc)

Price Delivered: \$.3186 over rack price
Rack Price: \$1.4851 (as of 6/29/2016)
Ending Price: \$1.8037
Price Delivered: \$.2086 over rack price
Rack Price: \$1.4851
Ending Price: \$1.6937

Attest:

A handwritten signature in cursive script, appearing to read "Amy Flood".

Amy Flood, Belfast City Clerk



City of
Belfast

10.D

Manda Cushman <managersasst@cityofbelfast.org>

Confirmation information

1 message

Michael McFadden <chief@belfastmepd.org>
To: Manda Cushman <managersasst@cityofbelfast.org>

Wed, Jun 29, 2016 at 3:26 PM

Manda,

Here is the updated information from the folks I'm asking to have added to the agenda for the July 5th meeting.

1) Mary Beth McGinley, Born and raised in Western Mass. Graduated from Minnechaug Regional High School (a long time ago according to Mary Beth) She has pursued careers in the legal field as a paralegal/ Admin Assistant. Mary Beth has depth of experience in legal processes which are relevant to her job for us. In 2003 Mary Beth moved to Maine. She attended the Maine Maritime Academy and graduated with a degree in Small Vessel Operations. She intended on using that certification to purchase a retired Navy Vessel and renovate it into a floating restaurant. This dream gave way to operating a small Rest. here on the coast. We're happy to have gotten Mary Beth's attention in our add for an Administrative Assistant, we look forward to having her as part of our team.

2) Ryan D. Jackson, Ryan was born and raised locally here in Morrill. He was home schooled until his Junior year of High School where he attended the BAHS. He graduated in from BAHS in 2009 and in May of 2010 joined the United States Army. After Basic Training at Fort Benning in Georgia Ryan was deployed to Iraq and did one tour of combat duty there. Ryan is nearing completion of a degree in Criminal Justice at Beal College. Ryan has maintained excellent physical fitness levels and has met or exceeded that academy standards during recent certification courses that he's taken on his own in order to be certified to work as a Law Enforcement Officer. It should be noted that Ryan is related to one of our other Reserve Officers (Dean Jackson) Dean is a retired Maine State Trooper who started his career in Law Enforcement here for the Belfast Police Department in the Mid 1908's prior to being employed by the Maine State Police. I've come to know Ryan quite well over the past several months as he worked hard to get his certification, and I'm confident he'll make a great addition to our Part Time staff.

Chief Michael J. McFadden III

Belfast Police Department

112 Church Street

Belfast, Maine 04915

Office: (207) 338-5255

FAX: (207) 338-0258

**BELFAST HARBOR
WINTER MOORING & ANCHORING
PROPOSED AMENDMENT
Chapter 30, MARINE ACTIVITIES/HARBOR ORDINANCE
June 26, 2016**

This proposed additional amendment to the Harbor Ordinance, originally was part of the Outer Harbor Management Plan amendments brought before the Council last spring, but because of concerns from the Commercial Fishermen and the Council with the initial language, the Council asked that the amendment be reviewed again by the Harbor Committee. The Harbor Committee at their regular meeting on Wed., June 15, 2016, reviewed and discussed the language regarding winter use restrictions for mooring or anchoring in the Outer Harbor areas and would like to submit the proposed amendments below.

The majority of the following proposal was written by Kim Ervin Tucker who was representing commercial fishing interests and had concerns with the initial proposal. Her suggested proposal, written last spring, has more detailed language which addressed the concerns regarding whether this amendment would affect commercial fishing in Belfast Harbor in the winter months, as well as defining conditions for approval by the Harbor Master to moor or anchor in the winter months.

Our Harbor Ordinance clearly defines Commercial Vessels, which includes both commercial fishermen and commercial businesses, so to be consistent with our ordinance, as well as to consider the various commercial businesses in the harbor who may be also be active in the winter, the term Commercial Vessels was used in the amendment.

The following proposed amendment was approved unanimously by the Harbor Committee. The Committee would also like to include a definition for 'anchoring' in our Harbor Ordinance which is below.

Sec. 30-159. Winter mooring.

With the exception of working Commercial Vessels moored in the Inner Harbor area, no moorings shall be occupied and no vessels shall be anchored in Belfast Harbor, during the winter mooring period from November 1 to March 31, without advance approval by the Harbor Master. The Harbor Master will grant approval for use of moorings and anchorages outside the Inner Harbor during the winter mooring period only if the boat owner can demonstrate that: (i) the vessel to be moored or anchored is seaworthy; (ii) the mooring or anchoring gear is adequate to withstand ice and other adverse winter conditions; and (iii) the vessel owner has adequate access to the vessel in winter conditions in the event of an emergency.

Sec. 30-32. Definitions.

To Anchor: Shall mean to secure a vessel to the sea floor within a body of water by dropping an anchor(s) or other ground tackle, which is carried aboard a vessel when underway as regular equipment.

10.G

**AGREEMENT
BETWEEN
CITY OF BELFAST
AND
COUNCIL 93, AFSCME
LOCAL 656-05
PUBLIC WORKS
AND
WASTE WATER 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:

7/1/14- 6/30/2017

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ARTICLE 1 RECOGNITION

The City of Belfast recognizes Council 93, AFSCME, Local 656-05 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/FAIR SHARE

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, fair share 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. In such event the employee shall be required, as a condition of employment, to pay fair share. Fair share deductions shall be in an amount in accordance with State and Federal requirements.

If a permanent employee fails to sign either an authorization for dues deduction or fair share payment the City shall, not later than fifteen (15) days following completion of the employee's probationary period, begin automatic deduction of fair share in accordance with Maine Public Law, Chapter 415: "Public employers may deduct service fees owed by an employee to a collective bargaining agent from the employee's pay, without signed authorization from the employee and remit those fees to the bargaining agent as long as: A. The fee obligation arises from a lawfully executed and implemented collective bargaining agreement; and B In the event a fee payer owes any arrear on the payer's fee obligations, the deduction authorized under this subsection may include an installment on a payment plan to reimburse all arrears, but may not exceed in each pay period 10% of the gross pay owed."

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: Work Day

Work schedules showing the employees' shifts work days, and the hours shall be posted on the Department bulletin board at all times. Except for emergency situations, work schedules shall not be changed without a ten (10) day notice to employees. From April 1st to Nov 1st employee will work from 6:30 a.m. to 4:00 p.m., Monday thru Thursday, and from 7:00 a.m. to 11 a.m. Friday. After Nov 1st the hours will revert back to the regular workweek of 7:00 a.m. to 3:30 p.m. Monday thru Friday (subject to review in the Spring).

Employees of the Waste Water Treatment Plants work hours are from 6:00 a.m. to 3:00 p.m., except or emergency situations.

Section 3: Overtime

Time and one half the employees regular rate of pay shall be paid for all hours worked after 3:30 p.m. on Friday through 12:01 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 8 hours. The City will not give employees compensation time off in lieu of overtime pay between Nov. 1st and April 1st 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 1st to November 1st shall be paid a stipend of thirty-five (\$35.00) dollars per weekend. Holiday weekends will be forty-five (\$45.00).

Waste Water stipend shall be thirty-five (\$35.00) per week.

Employee shall be furnished with a pager for availability.

**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
Presidents' Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veteran's Day
Patriot's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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

Eligible employee shall receive one (1) days 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.

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 anytime 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.

**ARTICLE 7
SICK LEAVE**

Section 1: Sick Leave

A regular full-time employee contracting 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.

An employee may utilize up to 40 hours per year of their accumulated sick time for the care of immediate family members.

Section 2: Basic Sick Leave

A regular full-time employee will accrue one and one half (1 1/2) days of sick leave for each full month of employment, said leave to accrue as earned. Basic sick leave may accrue to a total of one hundred and twenty (120) unused days. Except for probationary employees, upon voluntary resignation, retirement or death an employee shall be entitled to receive compensation for one half (1/2) of first ninety (90) days of accumulated sick leave, but not to exceed a maximum of forty-five (45) days compensation. In the event of death, such payment is to be made to the employee's designated heir(s) and/or estate of the employee.

**ARTICLE 8
INSURANCE AND PENSIONS**

Section 1: Health Insurance

Effective 10/1/15 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 employer shall pay eighty percent (80%) of the total cost of employee and dependent/family coverage.

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: 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:

"Notwithstanding the provisions of Article 8, Section 2 above contained, to the contrary, there shall be created a Review Board which shall include within its membership, two members of the Labor Union, the Public Works Director, the City Manager and one member of the Belfast City Council. The function of this Board shall be to review a person who is out of work on a work related injury, which is compensable under Workers Compensation laws of the State of Maine. This Board shall meet (within 14 days) after an employee as aforesaid, has been out of work for at least 120 days (not necessarily consecutive) following a work related incident.

If from the medical reports and medical information, it is the opinion of a majority of the board the employee is capable of returning to active duty, either in the position held at the time of injury or an alternate position within the Belfast Public Works Department and fails to do so within the next 30 days, the Board may, through a majority vote, terminate the obligation of the City of Belfast to continue to pay full compensation at the regular rate of pay, subject to reimbursement under or from benefits received under the Workers Compensation Act or terminate the Employer's obligation to allow said employee to continue accruing seniority, sick, vacation or holiday credits, or both.

The employee may be accompanied by their attending physician to present testimony and answer questions relative to the employee's injury and current condition.

The Review Board may retain a medical advisor with expertise in the pertinent medical discipline to question the employee and attending physician and to advise the Review Board.

The Board shall, after the first meeting, meet as necessary, every 60 days thereafter, to review the injured worker's case if he/she remains out of work.

Should the employee wish to appeal the decision of the Review Board, the format as described in Article 13, commencing with Step IV shall be followed.

**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. Effective 7/1/14 employees shall receive a one percent (1%) increase over 6/30/14 rate. Effective 7/1/15 employees shall receive a one percent (1%) increase over 6/30/15 rate. Effective 7/1/16 employees shall receive a one percent (1%) increase over 6/30/16 rate.

Effective 7/1/00 there will be a new 4 year step inserted between Steps II and III and will constitute one-half (1/2) of the old Step II to III wage difference. Effective 7/1/03 there will be a new 12 year step and a new 20 year step inserted between Steps IV and V and between steps V and VI and will constitute one-half (1/2) of the old Step IV to V and V to VI wage difference. This is designed to accelerate the wage increases and shorten the time it takes to achieve a step increase.

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 parties agree to convene a committee comprised of one bargaining unit member, the AFSCME Staff Representative, the Assistant City Manager and/or the City Manager which will serve to establish a fair and equitable evaluation process that evaluates Public Works employees based on their job descriptions and quality of work. The evaluation system shall be the basis for incentive increases for following years, shall be effective not sooner than 7/1/99, and shall be .25 per hour. The .25/hour stipend does not compound each year. The final evaluation process shall be reduced to writing and be ratified by the Union prior to implementation. 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 Friday 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, 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 appropriate 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 appeals 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. In requesting such hearing, the employee voluntarily waives his/her right to a hearing before the City Council sitting as the Personnel Advisory Board as set forth in the City's Administrative Personnel Code.

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 the employees personal file 1 year from date of incident.

Written reprimand shall be removed from employees personal file 2 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 Step1, 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 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 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 \$60 per month. The employee is to make up the difference, if any, through payroll deductions. 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.

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.

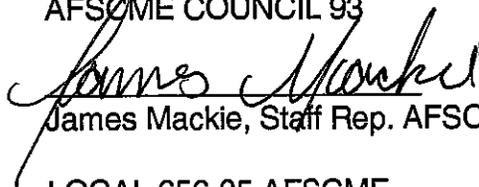
Should negotiations come to an impasse and/or no agreement is reached within thirty (30) days after the expiration date, it is agreed that the parties will follow the provisions of the Public Employees Labor Relations Board, including Mediation, Fact Finding and Arbitration, until an agreement is reached.

This Agreement shall be effective as of July 1, 2014 and shall remain in full force until June 30, 2017. 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 27th day of June 2016.

CITY OF BELFAST

AFSCME COUNCIL 93



James Mackie, Staff Rep. AFSCME Council 93

LOCAL 656-05 AFSCME

Deane Mclean, Unit Chair Local 656-05

Justin Patrick, Local 656-05

MEMORANDUM OF AGREEMENT
TO BE ATTACHED TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF BELFAST AND
COUNCIL 93, LOCAL 656-05, AFSCME

The Union and the City agree that Steven Boguen, Cemetery Supervisor, is in a position that is considered management for the purposes of the collective bargaining agreement. If he has a Class II driver's license, the Union will allow Mr. Boguen to regularly serve as a seasonal, temporary truck driver for a period not to exceed twenty (20) weeks per season. He will be paid at the Truck Drivers rate appropriate to his years of total seniority. For all other purposes, Mr. Boguen operates under the personnel policy of the City and is not considered a bargaining unit member or otherwise in any way under the collective bargaining agreement. This agreement terminates if and when Mr. Boguen is no longer the Cemetery Supervisor.

FOR THE CITY

FOR THE UNION

DATE _____

DATE _____