

**AGREEMENT BETWEEN THE CITY OF BELFAST**

**AND**

**THE BELFAST POLICE ASSOCIATION/ FRATERNAL ORDER OF POLICE**

**This agreement entered into by the City of Belfast, hereinafter referred to as the Employer and the Belfast Police Association/Fraternal Order of Police, hereinafter referred to as the Union.**

**The Parties agree as follows:**

**July 1, 2021 – June 30, 2024**

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## **ARTICLE 1 RECOGNITION**

### Section 1:

The city recognizes the Union as the sole and exclusive bargaining agent for all eligible regular, permanent employees of the Police Department, including Patrolmen, Detectives and Sergeants, for the purpose of negotiating salaries, wages, hours and other conditions of employment.

## **ARTICLE 2 CHECKOFF**

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 and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by Fraternal Order of Police (FOP), 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. In addition, Unit members request that the Employer deduct and directly deposit in a designated account in the name of the Belfast Police Association, a total of \$3.00 per pay period for each member.

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 FOP at least thirty (30) days but not more than sixty (60) days prior to the expiration date of this Agreement.

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 I: Regular Hours

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

### Section 2: Work Week

The Police Officers' regular work week will embrace seven (7) consecutive calendar days from Thursday to Wednesday, consisting of four (4) ten (10) hour days during each seven (7) days, guaranteeing forty (40) hours per seven (7) day period per officer. "Float days" shall be assigned at the discretion of the Chief, with due consideration to officer's work schedule.

Work schedules showing the employees' scheduled workdays, and the hours shall be posted on the Department bulletin board or electronic schedule at all times. Except for emergency situations, work schedules shall not be changed.

### Section 3A: School Resource Officer

The School Resource Officer will be required to work an 8-hour day, Monday through Friday, when School is in session with set hours to maximize time at the school while students and school staff are attending. When school is cancelled due to inclement weather, the SRO will report to the On-duty Day Sergeant for Patrol duties so as to augment the normally scheduled Patrol Officers. When School is not in session due to vacations, the SRO will report to the On-Duty Sergeant for Patrol duties. When School is out of session for the summer, the SRO will be scheduled as needed to fill open Patrol Shifts within the Patrol Schedule due to vacations, trainings, etc. to fulfill 40 hours per week, attempting to keep the shift consistent for each week scheduled. Vacations and time off should be scheduled during School vacations and when school is not in session as much as practical. The School Resource Officer will be given preference for security requirements at all school functions and is encouraged to participate in these as much as practical. The School Resource Officer will be compensated at the Detective/Corporal pay range.

#### Section 4: Overtime

Overtime shall be paid at the rate of time and one half (1 1/2) of the regular hourly rate after forty (40) hours worked including the employee is on scheduled vacation, attending training or excused for work related injuries.

For special details, each officer shall be paid at the rate of sixty (\$60.00) dollars per hour for non-municipal (privately paid) details with a 4-hour minimum guarantee, regardless of the rank of the officer.

#### Section 4A: Comp. Time

Comp. Time may be used if it doesn't create overtime. If comp time usage creates overtime, this will be subject to approval by the Chief of Police.

Comp. Time can be earned in the same manner as overtime, but it cannot exceed 40 hours total for any officer during a fiscal year.

Unused Comp. Time will be paid out in cash at the end of each fiscal year. Comp. Time cannot be carried forward.

Comp. Time may only be earned in (2) Two hour or more increments.

Comp. Time cannot be used in the same week that it is worked.

Comp. Time on the books at the time of separation from employment will be paid in cash.

Overtime shall be distributed as equitably and fairly as possible to all uniformed officers.

#### Section 5: Extra Work

Extra work shall be assigned at the Chiefs discretion. All overtime will be assigned as equitably and fairly as possible to all uniformed officers. Reserve officers will be called at the Police Chiefs discretion.

Any employee called to work will be paid a minimum of four (4) hours at regular of payortime and one half (1 1/2) after a standard 40-hour week.

Section 6: Training

Employees will attend regular training sessions as scheduled by the employer and will be compensated at their regular hourly rate of pay. Employees will be compensated as in a call out for attendance at training sessions that occur on scheduled days off.

**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 will not 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 four (4) hours beyond their regular quitting time, he or she shall be granted an extra meal period, and every four (4) hours thereafter which the employee continues to work.

## **ARTICLE 5 HOLIDAYS**

### Section 1: Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day	Indigenous People's Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Patriots Day	Day after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	
Independence Day	
Labor Day	

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

Eligible employees shall receive one (1) day's pay for each of the holidays listed above. Holiday pay will be paid on the actual holiday in all cases when the actual and observed may be different.

### 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.
- (b) The employee works their last scheduled day prior to the holiday unless they were excused by the employer for any reasonable reason.
- (c) If the holiday is observed on an employee's day off or vacation, they 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 their regular rate of pay for all hours worked. Salaried employees shall receive compensatory time off at one and one half (1 1/2) time the hours worked on holidays, to be taken at a time mutually agreeable with the employee and the Chief of Police.

## **ARTICLE 6 VACATIONS**

### Section 1: Vacation Entitlement

Each regular full-time police officer shall be entitled to one (1) week of paid vacation consisting of forty (40) hours after six (6) months of service, one (1) week of paid vacation after one (1) year of service, two (2) weeks of paid vacation after two (2) years of service, consisting of eighty (80) hours, three (3) weeks of paid vacation after five (5) years of service consisting of one hundred and twenty (120) hours, four (4) weeks of paid vacation after ten (10) years of service, consisting of one hundred and sixty (160) hours, and five (5) weeks of paid vacation after fifteen (15) years of service, consisting of two hundred (200) hours.

### Section 2: Working Vacation Disallowed

Vacations with pay are intended as a rest period, however, employees shall be allowed work a maximum of one forty (40) hour work week for the City during vacation periods and receive pay at a regular rate of pay.

### Section 3: Vacation Carry Over / Payout

Members may carry up to 40 hours of vacation time into the next fiscal year for a period of no more than 6 months or be paid by the city at the end of the fiscal year for up to forty hours of unused vacation time.

### Section 4: 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 pay day 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 employee's option).

### Section 5: 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 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 6: 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. Each full week of vacation for full time police officers for layoff, separation or retirement calculations equals forty-five (45) hours.

**ARTICLE 7  
SICK LEAVE**

Section 1: Sick Leave Entitlement

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, is entitled to Sick Leave as hereinafter provided.

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.

A regular full time police officer will accrue one and one-half (1 1/2) days of sick leave for each full month of employment, one day consisting of

ten (10) hours for police officer, 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 resignation, retirement or death, an employee shall be entitled to receive compensation for one half (1/2) of the first ninety (90) days of accumulated sickleave, 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

The City shall offer all employees covered by this contract health insurance through the Maine Municipal Employees Health Trust (MMEHT).

Employees hired prior to January 1, 1999, shall contribute ten (10%) percent of the cost of their individual insurance coverage and the City will pay ninety (90%) of the cost of the individual coverage. The City will pay one hundred (100%) of the additional cost of any level of dependent coverage selected by the employee.

Employees hired after January I, 1999, who elect individual coverage only, shall pay ten (10%) percent of the cost of the coverage and the City will pay the remaining ninety (90%) percent.

Employees hired after January I, 1999, who elect any level of dependent coverage (family, employee with child or employee and spouse) shall pay twenty (20%) percent of the total cost of the coverage. The City shall pay the remaining eighty (80%) of the cost of the coverage.

Effective August I, 2020, the City will provide as the designated health plan, MMEHT Point-of-Service C (POS-C). The city will make available 2 other plans that employees may select if they so choose.

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

Section 1A: Insurance Opt-Out-

Employees who opt out of the City's Health Insurance Plan and who can show proof of valid insurance, equal or greater in benefits from another vendor or/source shall receive a monthly stipend of \$291.66.

Section 2: Worker's 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 Chief of Police, 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 Police 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.

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.

#### Section 4: Retirement

Effective 7/1/20, the City shall provide MePERS Plan 3C (2/3 pay at 25 years of service). The plan switch from the existing plan 2C to 3C shall be for all future service for current employees of the Department and all service for future employees.

## **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" and "Appendix A-1". The attached wage schedule shall be considered a part of this agreement.

After successful completion of appropriate years of service, as evidenced by annual evaluations completed by the sergeants, deputy chief, and the chief collectively, employees shall move from the minimum step in the pay range to the maximum step in accordance with the schedule.

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 pay day.

**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 kept by the employer and shall be available to all employees as well as the Union.

Section 4: Job Openings

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

During this period, employees who wish may apply for the open position or job. The application shall be in writing and shall be submitted 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.

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.

Section 7:

Any employee hired after January 1, 2002, who must attend the Maine Criminal Justice Academy Basic Police School to qualify as full-time police officer shall owe the city for his/her training if the employee leaves during his/her first five (5) years of service. The amount owed by the employee shall be prorated for each year of service. (The amount owed shall decrease by one-fifth for each full year of service from the date of graduation.

**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.

## Section 3: Medical Leave

A 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.

In addition to accruing seniority while on leave of absence granted under the provisions of this agreement, employees shall be returned to the position that they held at the time of the leave of absence was requested.

## Section 4: Emergency Leave/Bereavement Leave

In the event of sickness or death in the immediate family of an employee (spouse, parents, children, brother, sister, stepchildren within the household, grandchildren) 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, stepparents, if the step parent 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.

## 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: Earned Paid Leave

Effective July 1, 2021, the City is required to provide up to forty (40) hours of earned paid leave in a year to covered employees, in accordance with the State of Maine law, 26 MRSA §637.

### Section 7a: Covered Employees

All employees in this bargaining unit are considered covered employees under the Earned Paid Leave (EPL) law.

### Section 7b: Accrual Rate

Employees are entitled to earn one hour of paid leave for every forty hours worked, up to forty hours in one year of employment. Employees receive more vacation leave than is required under the regulations of the EPL law. See Section 1, entitlement, for accrual amounts.

The first forty (40) hours of vacation leave used each fiscal year will be considered EPL.

### Section 7c: Use of Earned Paid Leave

An employee may begin using EPL after 120 days of employment. EPL will be paid at the employee's rate of pay as established in the week immediately prior to taking the EPL in accordance with the Department of Labor. EPL can be used for any purpose, however the following notification for use is required.

#### Section 7c1: Unforeseen Emergency

An employee taking EPL for an emergency, illness, or other sudden necessity where advance notice may not be feasible, must give notice to the Department Head and/or Supervisor as soon as practicable. An emergency or



sudden necessity under the EPL is defined as anything within reason that is unforeseen and requires the employee to interrupt their work schedule. This includes the care for a person not related to the employee. Written documentation may not be required unless EPL is used over three days, but employees are required to provide a general description of the need for leave time. For example: illness of a child; illness of a day-care provider; transportation issue.

#### Section 7c2: Planned Leave

An employee taking EPL for planned leave, whether it be for an appointment, personal day, or vacation, shall provide at least three (3) weeks prior notice to the Department Head of their intent to use their EPL. Department Heads may waive the three weeks' notice if approval of the leave will interfere with the overall operations of the department.

Employees will follow this notification requirement for the first forty (40) hours of accrued vacation leave each fiscal year. After that, notification will follow section 2 of this Article.

#### Section 7c3: Denial of EPL Use

Department Heads may deny employees time off, other than for an emergency, illness, or sudden necessity. The Department Head can also restrict dates that such time off may be granted. Examples of department hardship may include department staffing, events, disasters, or weather emergencies. This is not an all-inclusive list. The Department Head can deny a requested date of use if it significantly impacts departmental operations.

#### Section 7d: Discipline

An employee shall not be disciplined for unscheduled absences when using earned paid leave unless the employee does not follow the notification requirements in section 6.7.3 of this policy.

**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 Police 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 with pay  
Suspension without pay  
Demotion  
Discharge

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. 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 shall be documented in writing and may be processed as a grievance through the Grievance and Arbitration Procedure set forth in ARTICLE 13.

**ARTICLE 13**  
**SETTLEMENT OF DISPUTES**

**Section I:** 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:

**Step 1:**

The Union Steward, with or without the employee, shall present the

grievance or dispute in writing to the Police Chief within ten (10) working days of the grievance or the employee's knowledge of its occurrence. The Chief 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 at Step II, the Union Representative or Grievance Committee shall present it to the City Manager in writing within ten (10) working days after the Chief's response is due. The City Manager shall meet with the Union and respond in writing to the Union within ten (10) working days.

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 I.

### 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**

### Section I:

The Employer agrees to furnish and maintain a suitable bulletin board in the squad room. The Union shall limit its posting of notices and bulletins to such bulletin board.

**ARTICLE 15**  
**UNION ACTIVITIES ON EMPLOYERS TIME AND PREMISES**

Section 1:

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 police duties to:

Collect Union Dues  
Post Union Notices  
Distribute Union Literature to Members  
Attend negotiating Meetings  
Process Grievances  
Attend Internal Affairs Interviews

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  
POLITICAL ACTIVITY**

Section 1:

Police Department employees of the City are expected to exercise their legal rights as citizens to vote except that they will not engage in political activity insofar as City Government is concerned and shall not participate in City election campaigns or hold any City elected office or position. Any employee choosing to become a candidate for a city elected office will be expected to first resign from the service of the city.

**ARTICLE 17  
MANAGEMENT RIGHTS  
AND DEPARTMENTAL RULES**

Section 1:

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.

Section 2:

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

Section 3:

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**

If an employee is required by the city to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, and protective device will be furnished to the employee by the City as hereinafter provided.

1. All new regular, permanent employees hired as uniformed Police Officers, will be provided with a complete uniform both summer and winter, leather gear and side arms by the City during the first one hundred eighty-two (182) days of employment.
2. All uniformed Police Officers who have been regular, permanent employees of the City for one year, will be granted a uniform allowance of seven hundred dollars (\$700) per City fiscal year. The allowance will be administered by the Chief of Police. No unspent portion of the allowance can be carried over to the next City fiscal year.
3. All uniforms, protective clothing and protective devices provided to Police Officers under this article remain the property of the City. Whenever any such article is no longer required by the Police Officer for any reason, it will be returned to the custody of the Police Chief.
4. If during the period May 1 through June 30 of each year there is a balance in an employee's clothing allowance account, this balance may be used to purchase additional items and equipment for use in the line of duty. The employee agrees to make reasonable attempts to have billing documentation to the employer prior to June 15th for June 30th fiscal year end.
5. All Detectives shall receive seven hundred dollars (\$700) per City fiscal year to purchase clothing applicable to their employment as detectives. The clothes purchased shall be the property of the individual detectives.
6. All employees of the Police Department who are required to maintain a cell phone shall receive a stipend of thirty dollars (\$30.00) per month, paid through payroll.
7. The City agrees to pay the cost of boarding the department issued and designated K-9 at a local facility local for up to five (5) days (24 hour per day)
8. The City and the union agree to develop a labor management committee for a trial period of (6) six months regarding external load bearing body armor

solutions. The purpose is to ensure that members safety and health concerns are being fully considered by the city and that concerns from management regarding public perceptions of said solutions are fully evaluated. The city agrees to purchase (2) two external load bearing body armor solutions that membership feel comfortable with and are compatible with the current uniform color being worn by members. The Chief of Police will work with the union to designate (1) one Officer wearing these external body solutions so that all shifts and interactions with the public are balanced. During that period both management and labor will seek input from officers and the public regarding the external load bearing body armor solutions. Input will be documented and presented at the end of this period to the Chief of Police and City Manager. This input and all health and safety related benefits shall be considered for potential implementation of this life saving alternative body armor solution.

## **ARTICLE 19 DISCRIMINATION OR COERCION**

### Section 1:

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 or 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 SEPERABILITY AND SAVING 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 of 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 by 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 lock-out by the City during the life of this agreement.

## **ARTICLE 22 CONTRACTING AND SUBCONTRACTING POLICE WORK**

During the term of this Agreement, the City shall not contract nor subcontract any work which results in the lay-off of any employee in the police bargaining unit.

**ARTICLE 23  
TERMINATION**

Section 1:

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 7/1/202 and shall remain in full force until 6/30/202, 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.

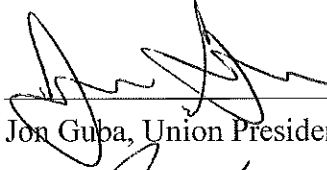
IN WITNESS THEREOF, the City of Belfast has caused this agreement to be executed and its corporate seal to be affixed by Erin Herbig, its City Manager, thereunto duly authorized by the City Council of the City of Belfast and the Union has cause this instrument to be signed by Jon Guba, its Union President and Joel T. Wilkinson / FOP Labor Rep., thereunto duly authorized.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the 3 day of November, 2021.

City of Belfast

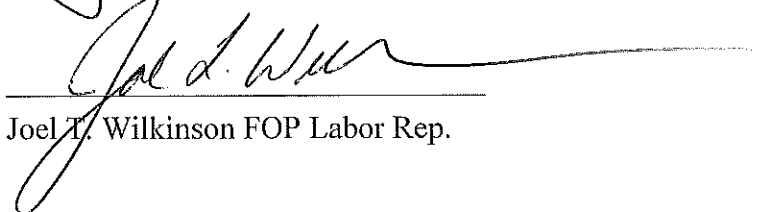
  
Erin Herbig, City Manager

Belfast Police Association/FOP



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Jon Guba, Union President



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Joel T. Wilkinson FOP Labor Rep.

## APPENDIX A - WAGE SCHEDULE

Wage Schedule attached as Appendix A-1

### EDUCATION & MILITARY SERVICE INCENTIVE

An additional two percent (2%) per hour will be added to the wages of those bargaining unit employees with at least a 2-year degree in a law enforcement related field, a bachelor's degree or those who have completed two years of continuous military service and have received an honorable discharge.

### SHIFT DIFFERENTIAL

Any employee required to work from 3:00 p.m. to 11:00 p.m. shall receive a shift differential of twenty-five (\$25) cents per hour in addition to the above stated wage schedule. Any employee required to work from 11:00 p.m. to 7:00 a.m. shall receive a shift differential of fifty (.50) cents per hour in addition to the above stated wage schedule. This shift differential shall include all classifications in the bargaining unit.

### STIPENDS

#### 1% Pay Increase for Specialized Training

Members who obtain and maintain Specialized Training will experience a 1% pay increase under the following list. The requirements for such training will be determined by the Chief of Police. The Chief of Police shall have the discretion to add certain Specialized Trainings to this list due to the ever-evolving nature of Police Work.

Accident Reconstruction  
Training

Drug Recognition Expert  
 Firearms  
 Instructor Field Training Officer  
 Computer Forensic Analyst  
 Lieutenant Chaplin  
 Evidence Technician  
 Taser Instructor  
 Polygraph Examiner

NOTE: K-9 Handler qualifies for a 5% increase in pay.

**APPENDIX A-1**

PATROL OFFICERS		7/1/20	7/1/21 +\$3.00	7/1/22 +2.5%	7/1/23 +2.5%
Step I	0-6 Months	\$21.07	\$24.07	\$24.67	\$25.29
Step II	After 6 Months	\$21.80	\$24.80	\$25.42	\$26.06
Step III	After 2 Years	\$22.55	\$25.55	\$26.19	\$26.84
Step IV	After 3 Years	\$23.30	\$26.30	\$26.96	\$27.63
Step V	5 Year Longevity	\$24.10	\$27.10	\$27.78	\$28.47
Step VI	8 Year Longevity	\$24.99	\$27.99	\$28.69	\$29.41
Step VII	12 Year Longevity	\$25.87	\$28.87	\$29.59	\$30.33
Step VIII	17 Year Longevity	\$26.81	\$29.81	\$30.56	\$31.32

CORPORALS/ DETECTIVES		7/1/20	7/1/21 +\$3.00	7/1/22 +2.5%	7/1/23 +2.5%
Step I	0-6 Months	\$21.83	\$24.38	\$24.99	\$25.61
Step II	After 6 Months	\$22.34	\$25.34	\$25.97	\$26.62
Step III	After 2 Years	\$23.10	\$26.10	\$26.75	\$27.42
Step IV	After 3 Years	\$23.82	\$26.82	\$27.49	\$28.18
Step V	5 Year Longevity	\$24.78	\$27.78	\$28.47	\$29.18
Step VI	8 Year Longevity	\$25.77	\$28.77	\$29.49	\$30.23
Step VII	12 Year Longevity	\$26.79	\$29.79	\$30.53	\$31.29
Step VIII	17 Year Longevity	\$27.90	\$30.90	\$31.67	\$32.46

SERGEANTS/ DETECTIVE SGT		7/1/20	7/1/21 +\$3.00	7/1/22 +2.5%	7/1/23 +2.5%
Step I	0-6 Months	\$24.15	\$27.15	\$27.83	\$28.53
Step II	After 6 Months	\$24.94	\$27.94	\$28.64	\$29.36
Step III	After 2 Years	\$25.64	\$28.64	\$29.36	\$30.09
Step IV	After 3 Years	\$26.43	\$29.43	\$30.17	\$30.92

Step V	5 Year Longevity	\$27.40	\$30.40	\$31.16	\$31.94
Step VI	8 Year Longevity	\$28.41	\$31.41	\$32.20	\$33.01
Step VII	12 Year Longevity	\$29.48	\$32.48	\$33.29	\$34.12
Step VIII	17 Year Longevity	\$30.64	\$33.64	\$34.48	\$35.34