

Collective Bargaining Agreement

Between

City of Bangor, Maine

And

Bangor Public Works Local 926, Council 93

American Federation of State, County and
Municipal Employees

July 1, 2023 – June 30, 2026

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ARTICLE 1: Preamble

In order to increase general efficiency in the City and to promote the morale, equal rights, well-being, and security of its employees, and to promote the public health, safety, and welfare of the citizens, the City of Bangor, through its City Council, hereinafter referred to as the "City", and Local 926, Council No. 93, American Federation of State, County and Municipal Employees, The AFL-CIO hereinafter referred to as the "Union", herein find themselves in mutual Agreement as follows:

ARTICLE 2: Recognition

1. The City recognizes Local 926, Council No. 93, AFL-CIO, American Federation of State, County and Municipal Employees, as sole and exclusive bargaining agent for the employees of the Public Works Department for the purpose of establishing salaries, wages, hours and other conditions of employment.
2. Only those employees within the classifications listed in Article 19 - Wages, or any other non-supervisory position which may be created during the terms of this Agreement, are covered under this Agreement and only after the completion of the probationary period as it relates to Article 12 of this Agreement.
3. Union will be notified of any new position not listed in Article 19 - Wages. Pay will be subject to negotiation and arbitration if necessary by request of either party.

ARTICLE 3: Management Rights

1. Except as explicitly limited by specific provisions of this Agreement, the City shall have the exclusive right to take any action it deems appropriate in the department and direction of the work force in accordance with its judgment. Such rights shall include, but shall not be limited to, the operation of the departments, direction of the working forces, the right to hire, discharge or suspend for just cause, to change assignments, to promote, to reduce or expand the working forces, to transfer, to maintain discipline, to establish work schedules, and to introduce new or improved methods or facilities.
2. The employer shall have the right to establish rules and regulations that are not inconsistent with the terms of this Agreement, and provided further that such rules and regulations are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 4: Union Security - No Discrimination by Parties

1. Employees covered by this Agreement shall have the right to join the Union or to refrain from doing so. No employee shall be favored or discriminated against by either the City or the Union because of their membership or non-membership in the Union.
2. If during the term of this Agreement or any extension thereof, 26 M.R.S.A., Sec. 964(1)(b) is construed by the Maine Supreme Judicial Court or amended by the Maine State Legislature to allow for union security provisions in public employee collective bargaining Agreements, the issue of inclusion of union security provisions in this Agreement will be open for negotiations by either party hereto.
3. The parties of this Agreement agree that they shall not discriminate based upon the protected classes as listed in the Maine Human Rights Act, such as race, color, ancestry, national origin, sexual

orientation, sex, physical or mental disability, religion, and age.

4. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination to all protected classes. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.
5. The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union consistent with this contract.
6. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion and further agrees not to discriminate, interfere, restrain or coerce other employees who are not members of the Union.
7. The City and the Union recognize membership in the Union is not compulsory, but the Union has the legal duty to represent all members of the bargaining unit. Therefore, it is agreed that present employees who choose not to belong to the Union shall within thirty (30) days from the date of signing of this agreement and future employees within thirty (30) days of completion of probationary period shall choose one of the following options:
 - a. Sign a written deduction authorization deduction of the Union dues.
 - b. Be subject to no payroll deduction, but if an employee chooses not to be a member they must sign a statement to that effect and agree that if Union representation is requested on any issue, the employee shall pay per Appendix E. The initial fee shall be paid before any proceedings will move forward.
8. It will be the responsibility of the Local Chairperson or their designee to track and acquire the signatures of non-members for release statements agreeing to payment schedules.
9. The City also agrees there will be no disparity of treatment between AFSCME members and non-members in any disciplinary matters.

ARTICLE 5: Union Activities on City's Time and Premises

All employees covered by this Agreement who are officers of Local 926, Council No. 93, American Federation of State, County and Municipal Employees, AFL-CIO shall be allowed time off with pay for official Union business with representatives of management upon appointment, if there is sufficient manpower available to cause no interference with departmental operations. It is understood and agreed that all employees have productive work to perform and will not leave their jobs during work hours to attend to Union matters except as provided above and except when the steward or a member of the Grievance Committee is investigating a grievance and only with the approval of the Department Head.

ARTICLE 6: Check off

1. The City agrees to deduct the regular weekly Union dues and benefit premiums upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the City. The amounts to be deducted shall be certified to the Human Resources Officer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer.

2. The City shall forward all such dues so collected to the AFSCME Council 93 on or before the 15th day of the following month. The Union shall indemnify and save the City harmless against any and all claims and suits which may arise by reason of any action taken in making such deductions and remitting the same to the Union pursuant to this section.
3. In the event any employee subject to the provisions of this Agreement is promoted to a position within the Public Works Department or is transferred to another position within the City's governmental structure which is not included in the Bargaining Unit, they must cancel such deductions at any time upon written notice to that effect to the Human Resources Director of the City of Bangor.
4. An employee may, within thirty (30) days prior to the expiration of this Agreement, notify the Human Resources Director in writing that the dues deduction authorization as a Union member is to be canceled upon expiration of this Agreement.

ARTICLE 7: Health and Safety

1. The City shall provide each employee all necessary protective clothing and equipment as determined by the Department Head and the Union Safety Committee subject to the approval of the City Manager. If parties cannot agree, then it shall be settled through the grievance procedure.
 - a) The employee shall be responsible for all safety equipment provided by the City. Lost or misplaced safety equipment shall be replaced at the expense of the employee. Safety Equipment damaged in the course of assigned work may be turned in to the City for replacement by the City.
 - b) The City reserves the right to conduct unannounced inspections for the express purpose of ensuring that the safety equipment provided is in proper condition and available to the employee.
 - c) Employees reporting to work without their assigned equipment shall be sent home. The time required to retrieve their safety equipment shall not be considered "hours worked".
2. The employer and the employees shall maintain a safe and healthful working environment and shall observe and will comply with all applicable safety and health laws.
 - a) It is not the intent of the City to operate unsafe vehicles. The Fleet Services Director or their designee shall make the determination as to the safe operating condition of vehicles and shall have the authority to put vehicles out of service as prescribed by DOT regulations. If the employee disagrees with this decision, they may fill out a Safety Hazard Alert form, for review as soon as possible by the Risk Manager.
3. All employees on the payroll at the time this contract is signed will receive the following amounts for the purchase of OSHA approved safety footwear for \$300.00 per contract year.
4. The Uniform costs will be divided in the following manner, the City will pay seventy five percent (75%) of the total uniform costs.

ARTICLE 8: No Strike - No Lockout

The City, its representatives and the local, its officers, representatives and members shall abide by the Municipal Public Employment Labor Relations Act of the State of Maine, in effect the date this contract was signed.

This includes the provision that states public employees are prohibited from engaging in: 1) a work stoppage, 2) a slowdown, 3) a strike, or 4) the blacklisting of any public employer for the purpose of preventing it from filling employee vacancies.

ARTICLE 9: Seniority

1. The City shall establish a seniority list, and it shall be brought up to date annually (February 1st or the first business day thereafter) and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days. A copy of the same shall be sent to the Union. Any objection to the seniority list, as posted, must be reported to the Department Head and the Union within ten (10) days from the date posted or it shall stand as accepted.
2. Seniority shall be established as of the last date of permanent hire within the unit and shall not include any previous employment with the City.

ARTICLE 10: Work Rules

1. When existing work rules are changed or new rules are proposed, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive workdays before becoming effective. Objections to any proposed work rules shall be made in writing to the Department Head who shall have the responsibility of reviewing any such objection and making a final determination. Appeals from their decision can be made in accordance with normal grievance procedures.
2. Informing Employees. The City further agrees to furnish each employee in the bargaining unit with a copy of all new 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.
3. All equipment operating employees will be required to hold a valid State of Maine operator's license. Any conviction, which results in the loss or suspension of such license, must be reported to the Public Works Director immediately and will subject employee to Article 33.
4. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement.
5. Any unresolved complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.
6. Effective January 1, 1981, all new employees will be required to maintain a State of Maine Driver's License.

ARTICLE 11: Bulletin Boards

The City shall permit the reasonable use of bulletin boards by the Union for the posting of notices of a non-controversial nature relating to Union business. City material and union material shall be on separate bulletin boards.

ARTICLE 12: Probationary Period

All appointments shall be made for a probationary period of twelve (12) consecutive months. Probationary employees shall be subject to the provisions of this Agreement except that the City shall have the right to terminate without compliance with the terms of this Agreement, the employment of any such new employee within one (1) year from the commencement of the probationary period. Any probationary employee on layoff will be considered within the term "consecutive"; however, time spent on layoff, leave without pay or Workers' Compensation, will not be considered as time worked towards the one (1) years' probation.

ARTICLE 13: Reporting Time

Any employee who is scheduled to report for work and who presents themselves for work scheduled shall be assigned to at least four (4) hours work or paid for the four (4) hours.

ARTICLE 14: Emergencies

Any employee shall be permitted to leave immediately (without loss of pay) on account of any emergency concerning their home or family upon giving notice to their supervisor with the approval of the Director or their designee, provided that they report within one (1) hour after taking leave, the amount of time that will be required to attend the emergency.

ARTICLE 15: Regular Hours

1. For payroll purposes, the work week shall begin at 11:00 pm on Saturday and end at 11:00 pm the following Saturday.
2. The normal work week shall consist of five (5) days, Monday through Friday, inclusive as noted herein.
3. The work day shall start at the beginning of the employees regular scheduled work shift and shall end at the beginning of the employees regular scheduled shift the following day - a period of twenty-four (24) hours.
4. The normal hours of work shall be eight (8) consecutive hours except for interruptions for lunch periods.
5. Such employees will have work schedules other than established above and such schedules are a part of the schedule for special classifications of employees. However, nothing in this Article or elsewhere in this contract shall be construed as guaranteeing forty (40) hours of work.
6. If the City should want to schedule a four (4) day workweek at ten (10) hours a day, it shall be strictly on a voluntary basis on the part of employees. If an employee volunteers for the above-mentioned work week schedule, it shall be only for the duration of a specific project. If a holiday falls on one of the four (4) day work weeks, that week will be worked on the "normal work week" at eight (8) hour days. Union shall be notified of estimated starting and ending time. During the four (4) day/ten (10) hour work schedule, employees will be entitled to a fifteen (15) minute break in the morning and a forty-five (45) minute lunch break. Thirty (30) minutes of this lunch break will be unpaid and fifteen (15) minutes will be paid.

7. When any piece of equipment assigned to the Public Works Department is assigned to a specific operator by the Department Head during the winter season, said employee, if available, will be called out whenever that particular piece of equipment is utilized with the exception of situations over which the employer has no control. If the assigned operator cannot be contacted, a substitute operator will be assigned for the duration of the assignment. It is not the intent of the City to have foremen operate equipment on a regular basis. This shall not apply to situations when a qualified bargaining unit operator is on regular duty and available to operate such equipment. For winter snow removal operations, the following process shall be followed:
 - a) Ask for volunteers from the equipment operator list
 - b) If assigned operators do not volunteer then will utilize the overtime-voluntary procedure provided employee is certified to run the equipment necessary for the assignment.
 - c) If no volunteers then equipment is to be assigned based on seniority provided employee is certified to run the equipment necessary to the assignment.
8. With the exception of situations over which the employer has no control, the City will give twenty-four (24) hours' notice to each employee for scheduled snow removal. The City may schedule four (4) ten (10) hour nights for scheduled night snow removal. When working ten (10) hour nights there will be one (1) 30-minute break on the clock scheduled within one (1) hour of mid-shift and one (1) 30-minute break on the clock at the end of the shift.
9. From the first full week in April to the last full week of September employees shall be scheduled to work a four (4) day work week, consisting of ten (10) hour days. The work day shall commence at 6:00 am and end at 4:30 pm with a forty-five (45) minute lunch break. Thirty (30) minutes of this lunch break will be unpaid and fifteen (15) minutes will be paid. This four-day schedule shall not apply to employees assigned to the emergency crew, stores clerk, yard loader, and custodial personnel. Weeks involving observed Holidays shall be worked according to the normal eight (8) hour work day schedule. The schedule for the four (4) day work week shall be done by establishing two (2) work crews. Work crew #1 will work a fixed Monday through Thursday schedule and work crew #2 will work a fixed Tuesday through Friday schedule. Each schedule will provide for three (3) days off each week. For all change of schedules, except snow removal, a minimum one (1) week notice shall be given before changing work schedule. Employees who wish to waive this section shall do so in writing with notice to the union by management.

ARTICLE 16: Response Time

1. All employees must establish their domicile and remain within an area that they can report to work within (1) one hour of being called to work.
2. There is no tolerance for tardiness and employees exceeding (1) one hour from the time called to the time punched in may be subject to discipline. For extenuating circumstances beyond the employees control the Director may excuse employees. Compensation shall be retroactive to the time of call-in for the on-call foreman.
3. No employee shall at any time punch another employee's time card.

ARTICLE 17: Meal Periods

1. The normal work schedule shall include the following daily rest periods:

- a) A fifteen (15) minute rest period (coffee break), on the clock, shall be allowed within the first half shift.
- b) The foreman shall schedule a thirty (30) minute lunch period, off the clock, whenever possible, between the hours of 11:00 am and 12:30 pm. An employee required to work beyond 12: 00 pm on eight (8) hour days and 1:00pm on ten (10) hour days shall have the option of taking a fifteen (15) minute lunch period on the clock. An employee must have authorization from their foreman to receive credit for a lunch period on the clock.
- c) In the event an employee is required to and does work continuously for more than two (2) hours beyond their regular quitting time, they shall be granted a thirty (30) minute paid meal period. The employee shall be furnished an additional thirty (30) minute paid meal period every five (5) hours thereafter while they continue to work. A paid half-hour (1/2) hour lunch period shall be granted for scheduled nighttime snow removal.
- d) An employee called in to work outside their regularly scheduled work day shall be granted a thirty (30) minute paid meal period after working five (5) hours and shall be furnished an additional thirty (30) minute paid meal period every five (5) hours thereafter while they continue to work.
- e) A fifteen (15) minute clean up period, on the clock, shall be allowed at the end of the day. Clean up period does not apply to scheduled snow removal.
- f) Except for extenuating circumstances, additional time for traveling will not be allowed for rest and meal periods.
- g) If authorized by the supervisor or foreman in charge, one person per job site may be designated to travel to a specified nearby store or restaurant to obtain food or beverages for coworkers for rest (coffee break) and lunch periods. Such traveling shall be done during said periods.
- h) The City shall not be obligated to furnish a vehicle for traveling during meal and rest periods.
- i) Employees shall restrict personal phone calls, cell phone calls and text messages to break times. Necessary calls or messages received while working shall be kept to a minimum and very brief. This section does not apply to cell phones being used for city business.

ARTICLE 18: Wages & Overtime

1. Current employees shall be compensated in accordance with the wage schedules outlined in Article 19 – Wages.
2. All employees covered by this Agreement shall receive one and one-half (1 1/2) times their regular hourly rate of pay for all "hours worked" in excess of eight (8) or ten (10) hours of the scheduled workday, or excess of forty (40) hours in a payroll week, as described in paragraphs 3 and 4.
 - a) Employees who work any hours other than their normal scheduled workday shall have the right to work their pre/post event normal workday, utilize accrued leave time, or take the time as unpaid excused time to cover the time not worked. Employees who choose to use accrued time under this section shall be paid at straight time and hours shall not be counted toward the

forty (40) hour work-week for the purpose of overtime.

3. "Hours worked" shall include: Regular Duty, Annual Leave, Bereavement Leave, Holiday Pay (if a scheduled workday for individual employee), Sick Leave, Military Leave, Jury Duty and Workers' Compensation.
4. "Hours worked" shall not include: Nonscheduled holiday and leaves of absence.
5. Upon the anniversary date for pay purposes, employees shall be eligible to be advanced to a higher step in their rate range, until the top of the rate range has been met. Progression to a higher pay rate, as outlined in Article 19 - Wages, shall not be automatic but based on a performance rating in accordance with the current applicable City guidelines.
6. Any employee hired prior to 07/01/04 who works fifteen (15) accumulative days in a classification above their regular classification shall thereafter be compensated at the higher rate of pay for the higher classification. An employee must work in the higher classification for at least four (4) hours of the eight (8) hours schedule and five (5) hours of the ten (10) hours schedule to be credited with one (1) day in the higher classification. Employees hired after 07/01/04 must work ten (10) accumulated days on each piece of equipment prior to being compensated at the higher classification.
7. A written record of time worked in higher classifications will be maintained by the Customer Service Manager. It shall be the employees' responsibility to report such time to the Customer Service Manager on the day it is worked to receive credit. All time reported shall be subject to verification by the employee's supervisor.
8. The City reserves the right to assign and distribute overtime work. Employees are required to work overtime or beyond the regular schedule when assigned during winter operations only unless there is a need to complete a job due to public safety. Refer to Appendix B Call-In Procedures.
9. Effective July 3, 2023 wage scale will be adjusted seven (7) percent; effective July 1, 2024 wages will be adjusted a total of three (3) percent; effective June 30, 2025 wages will be adjusted two (2) percent.
10. Management is authorized to offer up to step 5 for candidates with demonstrated advanced knowledge and skills applicable to Public Works as determined by the Public Works Director.
11. Other Compensation:
 - a) All equipment operators who hold a valid Class A State of Maine Drivers' License shall be paid an additional twenty-five (.25) cents per hour.
 - b) Employees possessing a First-Class Utility Arborist License, First Class Landscape Arborist License, Certified Professional Loggers Certificate or Certified Welders License shall be paid an additional twenty-five (.25) cents per hour stipend for each license possessed if the license is used for City business. Employees possessing a Commercial Pesticide Applicators License shall be paid an additional fifty (.50) cents per hour stipend if the license is used for City business.
 - c) Commercial Pesticide Applicators Masters License shall receive an additional one (\$1.00) dollar per hour provided the license is used for City business. No more than two employees at any one time may be paid for this license unless otherwise determined to be necessary by the Public Works Director.

- d) It is the responsibility of the employee to furnish proof of valid licenses/certifications in a timely manner to the City. In the event, proof is not received prior to the expiration of current valid licensing/certification, the City reserves the right to remove the additional pay for such licenses/certifications.
12. Compensatory time may accrue to eighty (80) hours and will be approved in accordance with the vacation time procedure. In the event that comp time and annual leave requests come in on the same day, comp time requests will take precedence over annual leave. Comp time requests shall be granted on a first come, first serve basis. time may not be earned and used during the same pay period.
 13. Comp time use requests should be made before the end of the previous shift. Employees requesting comp time shall fill out the comp time request form which must be signed by the employee and the Public Works Director or their designee.
 14. Employees requesting comp time for the remainder of a shift shall have permission from their immediate supervisor and fill out a comp time request form which must be signed by the employee and the Public Works Director or their designee.
 15. Comp time requests between November 1 and April 1 may be approved under the condition that the employee will be available for call in for weather related events.
 16. All comp time privileges shall be with the approval of the Public Works Director or their designee.
 17. Comp time shall be granted on a first come first serve basis.
 18. Employees who are separated from City service by layoff, resignation, death or termination shall be paid or shall have payment made to their estate for unused comp time up to the maximum allowed under this Article.
 19. Pay checks will be issued on a weekly basis.

ARTICLE 19: Wage Scales

Effective July 3, 2023 -- 7% Increase												
	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade I	Construction Foreman, Building Construction Foreman	\$28.38	\$29.79	\$31.28	\$32.07	\$32.86	\$33.68	\$34.53	\$35.40	\$36.27	\$37.18	\$38.11
Grade II	Crew Leader, Sexton	\$25.11	\$26.36	\$27.68	\$28.38	\$29.08	\$29.81	\$30.56	\$31.32	\$32.11	\$32.91	\$33.73
Grade III	HEOII, Arborist II, Stores Clerk, Sign Tech, Maint. Tech II	\$22.18	\$23.29	\$24.46	\$25.07	\$25.70	\$26.34	\$27.00	\$27.67	\$28.37	\$29.07	\$29.80
Grade IV	HEO I, Head Custodian, Arborist I	\$19.26	\$20.22	\$21.23	\$21.76	\$22.31	\$22.87	\$23.43	\$24.02	\$24.62	\$25.24	\$25.87
Grade V	Skilled Laborer	\$17.59	\$18.47	\$19.40	\$19.88	\$20.38	\$20.89	\$21.41	\$21.95	\$22.49	\$23.06	\$23.64
Grade VI	Laborer, Custodian, Landscaper, Downtown Laborer	\$16.34	\$17.16	\$18.02	\$18.47	\$18.93	\$19.41	\$19.89	\$20.38	\$20.90	\$21.42	\$21.96
Effective July 1, 2024 -- 3% Increase												
	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade I	Construction Foreman, Building Construction Foreman	\$29.23	\$30.68	\$32.22	\$33.03	\$33.85	\$34.69	\$35.57	\$36.46	\$37.36	\$38.30	\$39.25
Grade II	Crew Leader, Sexton	\$25.86	\$27.15	\$28.51	\$29.23	\$29.95	\$30.70	\$31.48	\$32.26	\$33.07	\$33.90	\$34.74
Grade III	HEOII, Arborist II, Stores Clerk, Sign Tech, Maint. Tech II	\$22.85	\$23.99	\$25.19	\$25.82	\$26.47	\$27.13	\$27.81	\$28.50	\$29.22	\$29.94	\$30.69
Grade IV	HEO I, Head Custodian, Arborist I	\$19.84	\$20.83	\$21.87	\$22.41	\$22.98	\$23.56	\$24.13	\$24.74	\$25.36	\$26.00	\$26.65
Grade V	Skilled Laborer	\$18.12	\$19.02	\$19.98	\$20.48	\$20.99	\$21.52	\$22.05	\$22.61	\$23.16	\$23.75	\$24.35
Grade VI	Laborer, Custodian, Landscaper, Downtown Laborer	\$16.83	\$17.67	\$18.56	\$19.02	\$19.50	\$19.99	\$20.49	\$20.99	\$21.53	\$22.06	\$22.62
Effective June 30, 2025 -- 2% Increase												
	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade I	Construction Foreman, Building Construction Foreman	\$29.81	\$31.29	\$32.86	\$33.69	\$34.53	\$35.38	\$36.28	\$37.19	\$38.11	\$39.07	\$40.04
Grade II	Crew Leader, Sexton	\$26.38	\$27.69	\$29.08	\$29.81	\$30.55	\$31.31	\$32.11	\$32.91	\$33.73	\$34.58	\$35.43
Grade III	HEOII, Arborist II, Stores Clerk, Sign Tech, Maint. Tech II	\$23.31	\$24.47	\$25.69	\$26.34	\$27.00	\$27.67	\$28.37	\$29.07	\$29.80	\$30.54	\$31.30
Grade IV	HEO I, Head Custodian, Arborist I	\$20.24	\$21.25	\$22.31	\$22.86	\$23.44	\$24.03	\$24.61	\$25.23	\$25.87	\$26.52	\$27.18
Grade V	Skilled Laborer	\$18.48	\$19.40	\$20.38	\$20.89	\$21.41	\$21.95	\$22.49	\$23.06	\$23.62	\$24.23	\$24.84
Grade VI	Laborer, Custodian, Landscaper, Downtown Laborer	\$17.17	\$18.02	\$18.93	\$19.40	\$19.89	\$20.39	\$20.90	\$21.41	\$21.96	\$22.50	\$23.07

ARTICLE 20: Retirement

- 1) Employees who are working in a regularly scheduled position of 20 hours or greater will be enrolled into a 401a defined contribution retirement plan. Contributions to this plan are mandatory and as followed:
 - Employee contributes six and one-half (6.5%) of their weekly gross earnings
 - Employer contributes nine (9%) of the employee's weekly earnings
- 2) Employees participating in the 401a defined contribution plan will be considered one hundred percent (100%) vested after the completion of one (1) year of service with the City.
- 3) The City shall provide a long-term disability plan to the employees actively enrolled in the 401a retirement plan.
- 4) Employees participating in the 401a plan will also be eligible to enroll in optional supplemental retirement plans offered by the City. Contributions to these plans will be employee contribution only.
- 5) Employees who are working in a regularly scheduled position of less than 20 hours per week will contribute to Social Security as their sole retirement option.
- 6) Employees hired prior to the establishment of the 401a defined contribution plan may have retained a previously offered defined benefit plan through the Maine Public Employees Retirement System (MPERS). These employees will remain in said retirement plan until their separation from the City. This retirement plan is not available to employees hired after the establishment of the 401a defined contribution plan or to those employees who left the defined benefit plan through MPERS and entered into the 401a defined contribution plan.
- 7) The City reserves the right to provide alternative retirement plans so long as they comply with State and Federal contributions requirements.

ARTICLE 21: Call Time

1. Any employee called in to work outside of their regular scheduled shift shall be paid for a minimum of four (4) hours.
2. Call-in shall be by classification within the division of the Department.
3. Standby coverage for weekends shall be worked out mutually between the Department and the Union.

ARTICLE 22: Holidays

1. Holidays Recognized and Observed - The following days shall be recognized and observed as paid holidays:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Patriots' Day – <u>floating holiday</u>
Memorial Day	<u>Juneteenth – floating holiday</u>
Independence Day	Labor Day
Indigenous Peoples' Day	Veterans Day
Thanksgiving Day	Friday following Thanksgiving Day
Christmas Day	

2. Eligible employees shall receive holiday pay computed by multiplying the employee's regular rate of pay by eight (8) hours, whether or not the holiday is worked.
3. Whenever any of the holidays listed above shall fall on a Saturday or Sunday, the preceding Friday or succeeding Monday shall be observed as the holiday. The City will comply with the State holiday schedule.
4. In order to be eligible for holiday pay, an employee must have worked the last scheduled work day before the holiday and the next scheduled work day after the holiday, unless excused by the City. Emergency crews and custodial staff have the option of taking another day off that week or within thirty (30) days of said holiday.
5. If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged a vacation day for the day of the observed holiday.
6. In addition to holiday pay for Christmas Day and New Year's Day, employees assigned to work on Christmas Day and New Year's Day, will be paid at double time for all hours worked during that twenty-four (24) hour period.

ARTICLE 23: Annual Leave

1. Employees shall accrue two (2) weeks' vacation beginning upon hire.
2. After six (6) years of continuous service, employees shall begin to accrue three (3) weeks' vacation on a weekly basis.

3. After eleven (11) years of continuous service employees shall begin to accrue three and one half (3 1/2) weeks' vacation on a weekly basis.
4. After fifteen (15) years of continuous service, employees shall begin to accrue four (4) weeks' vacation on a weekly basis.
5. After twenty (20) years of continuous service, employees shall begin to accrue five (5) weeks' vacation on a weekly basis.
6. An employee whose services are terminated within twelve (12) months after their initial full-time appointment shall not be deemed to have accrued any vacation leave.
7. Any unused vacation days may accrue from one year to the next but no vacation leave shall accumulate in excess of six (6) weeks.
8. Vacation requests should be made before the end of the previous shift. Employees requesting annual leave shall fill out the vacation request form which must be signed by the employee and the Public Works Director or their designee.
9. Employees requesting annual leave for the remainder of a shift shall have permission from their immediate supervisor and fill out a vacation request form which must be signed by the employee and the Public Works Director or their designee.
10. Prior to the end of shifts Foreman shall determine the number of employees who may be granted annual vacation leave for the following shift. The Foreman shall email this information to the Dispatchers. Employees may request annual leave during the hours between their previous shift and next scheduled shift by calling dispatch, who shall notify the employee based on the Foreman's email whether the requested is granted or not. If the Foreman fails to notify the Dispatcher of the number of employees who may be granted annual leave for the next shift, then that crew will be allowed one person to be granted annual leave for that shift. Appropriate paper work will be made out by the Public Works Director or their designee.
11. Annual leave requests between November 1 and April 1 may be approved under the condition that the employee will be available for call in for weather related events. At the sole discretion of management, the provisions of this section maybe waived, this provision shall not be grievable under the provisions of this agreement.
12. All vacation leave privileges shall be with the approval of the Public Works Director or their designee.
13. Annual leave shall be granted on a first come first serve basis.
14. Employees who are separated from City service by layoff, resignation, death or termination shall be paid or shall have payment made to their estate for unused vacation leave up to the maximum allowed under this Article.

ARTICLE 24: Sick Leave

1. Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of their employment, shall receive sick leave with pay if accrued. Sick leave may not be earned and used during the same pay period.

2. For purposes of this Agreement, sick leave shall only include those instances when an employee is confined by illness to their home or is hospitalized or other justified situations.
3. Sick leave shall be accrued at the rate of fifteen (15) days per year, accumulative to not more than one hundred and twenty (120) days. No employee shall receive credit for sick leave unless they notify their job foreman or the City's representative at least one-half (1/2) hour but not more than twelve (12) hours prior to the employee's scheduled work day. This shall not apply to employees who are out on extended illness. Exceptions to this requirement will only be allowed when an unforeseen emergency arises during said one-half (1/2) hour period.
4. A maximum of forty (40) hours per week will be paid for any employee on sick leave.
5. Sick leave shall be charged when an employee is confined due to an officially posted quarantine, when established by any official health agency which in itself prevents attendance at the place of work.
6. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under the sick leave policy will be subject to disciplinary action under Article 33 of this Agreement.
7. Sick leave may be used in emergency situations for attendance upon members of the family limited to the spouse, children, parents, step-children and grand-children of the employee and limited to forty (40) hours maximum per calendar year.
8. The Human Resources Officer and/or Department Head may require as a condition precedent to the payment of sick leave a letter from a qualified doctor certifying as to the conditions of the employee or member of their family when there is reason to believe that the employee is abusing sick leave. No doctor's letter will be required unless it is so requested in advance in writing; however, if requested, the doctor's letter must be presented immediately, unless excused by the Department Head, after employee has returned to work. The requirement for a letter will be dropped after ninety (90) days. If abuse has occurred during the ninety (90) days another request for a doctor's letter may be issued, or disciplinary action may be imposed. Whenever an employee is required to bring in a doctor's letter, he shall be notified in writing with a copy sent to the Union Chairperson. Failure to produce a doctor's letter, once an employee is posted, may lead to disciplinary action being taken against the employee.
9. Sick leave will not be paid when an employee is capable of available work in the department.
10. Employee's estate will receive the employee's accrued sick leave upon the death of the employee.
11. During the term of this Agreement, when an employee retires from active service with the City and is immediately eligible for retirement benefits pursuant to the Maine State Retirement System or ICMA-RC 401a (whichever is applicable) as it applies to the City, the employee shall receive an amount equal to their salary at the time of their retirement for one third (1/3) the number of days of accumulated unused sick leave to a maximum of forty (40) days.
12. Employees completing six (6) consecutive months of employment, July 1st to December 31st or January 1st to June 30th, without using any sick leave under any provision of Article 24 will be granted one (1) sick leave bonus day. Sick leave bonus days may accumulate to three (3) days and shall not be charged against the employee as sick leave. Sick leave bonus days may not be used to substitute for disciplinary action and must be taken in full day increments. Sick leave bonus days will

be scheduled upon request by the Department Head or their designee in accordance with the needs of the Department and the preference of the employee.

ARTICLE 25: Leaves of Absence

1. Eligibility Requirements:

Employees shall be eligible for leaves of absence after thirty (30) days of service with the employer.

2. Application for Leave:

- (a) Any request for a leave of absence without pay shall be submitted in writing by the employee to the Department Head. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
- (b) Authorization for a leave of absence without pay shall be furnished to the employee by the Department Head, and it shall be in writing. No personal leave of absence without pay will be granted until an employee has used all accrued vacation time, comp time, floating holiday and bonus sick days.
- (c) Any request for a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

3. Medical Leave:

- (a) A medical leave of absence without pay, limited to one (1) year, shall be granted to the employee, upon due proof by their physician that said leave is necessary.
4. A request for a short leave of absence - leave not exceeding one (1) month - shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.
5. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.
6. Providing forty-eight (48) hours' notice is given, personal leave, without pay, limited to one (1) week, may be granted to employees covered by this Agreement by the Public Works Director, if they determine there is a justifiable reason to grant the leave.

ARTICLE 26: Health Insurance

1. Effective January 1, 2015, the basic health insurance plan shall be the Cigna Open Access Plan (OAP 90% Plan) with the City and employee paying the following Amounts:

CIGNA Health Insurance Rates Effective 1/1/23 to 12/31/23

Weekly Cost

	<i>Employee</i>	<i>Employer</i>	<i>Total</i>
OAP 90%			
Employee + Family/Spouse	\$178.96	\$536.87	\$715.82
Employee + Children	\$105.33	\$362.79	\$468.12
Employee only	\$55.09	\$220.36	\$275.45
OAP 80%			
Employee + Family/Spouse	\$237.49	\$536.87	\$774.36
Employee + Children	\$143.56	\$362.79	\$506.35
Employee only	\$77.54	\$220.36	\$297.90
90% LOWER OPTION			
Employee + Family/Spouse	\$143.15	\$429.44	\$572.59
Employee + Children	\$84.28	\$290.31	\$374.59
Employee only	\$44.12	\$176.47	\$220.59
H S A			
Employee + Family/Spouse	\$107.51	\$322.53	\$430.04
Employee + Children	\$63.30	\$218.03	\$281.33
Employee only	\$33.13	\$132.54	\$165.67

- Contribution rates for the OAP-Low Option and the 90% health insurance plans effective January 1, 2016 shall be established by the following formula. For employees electing the 80% plan, the city will contribute the same dollar amount by coverage type contributed to the 90% plan, and the employee shall pay the difference.

Open Access Plus 90% Plan

	Employer%	Employee%	Total
Family, 2 person	75.0	25.0	100.0
Single Parent	77.5	22.5	100.0
Single	80	20	100.0
+ 19	0	0	0

- The City's contribution to health insurance effective January 1, 2019 and thereafter will be limited to one-half (1/2) of the increased cost of the Open Access Plus 90% Plan unless negotiated otherwise.
- Any employee whose spouse receives either single parent or family coverage as an employee of any Bangor City Department, including the School Department, is not eligible for dual health insurance coverage.
- Effective January 1, 2015, the CIGNA Open Access Plus-In 100% (OAP-IN) Plan will be closed to

all employees.

6. The City reserves the right to change insurance companies and insurance plans or self-insure as long as one of the health insurance plans is similar in coverage to the current Cigna OAP 90% plan. The City reserves the right to offer additional health insurance plans provided by the health insurance provider at that time to the employees.
7. The Union agrees to participate in a joint Management/Labor Committee involving all Unions to study and make recommendations regarding health insurance, should such a Committee be established.
8. Given the overall cost associated with providing group health insurance, the continuing rise in health insurance premium costs to both the City and employees, and the recent implementation of the federal Patient Protection and Affordable Care Act (ACA), the parties agree without reservation to re-open the Health Insurance Article during the term of this agreement to meet, discuss and negotiate group health insurance topics, including but not limited to group health providers, health care plan(s), coverage and benefit structure, premium costs and cost sharing formulas, ACA implications/impacts including the assessment of so-called Cadillac Tax Penalty effective 1-1-20, as well as other topics that may be specifically related to providing group health insurance coverage.

ARTICLE 27: Military Leave

1. Military leave shall be made available to employees under the terms and conditions of applicable Federal and/or State Legislation. Any disputes as to rights under this provision are not arbitrable, but may be determined by a court of competent jurisdiction.
2. All employees who shall take military leave in accordance with this Article shall notify the Department Head or designee within forty-eight (48) hours after being notified by their military supervisors as to the dates they will be required to undergo field training.
3. Employees will continue to accrue sick leave and vacation leave while on military leave for all short-term training purposes (e.g. weekend training, two-week training period). Sick leave and annual leave shall not accrue for long-term deployments (e.g. more than 30-day period).
4. Employees shall be paid the difference between the military pay and the City pay, when military pay is less than City pay, upon request. City pay shall be defined as normally scheduled work hours.
5. Employees shall be allowed a leave of absence with pay for the period of such training not to exceed two (2) weeks annual training in any one (1) year.

ARTICLE 28: Bereavement Leave

For determining bereavement leave eligibility, immediate family shall mean father, mother, sister, brother, husband, wife, child, grandchild, step-parents, step-children and grandparents.

1. Up to three (3) working days off as needed, with pay, shall be allowed in the event of death in the immediate family of the employee or employee's spouse. In addition, the Department Head, and/or

the Human Resources Director, may grant an additional day where distance or unusual circumstances are a factor. Said additional day shall not be arbitrarily or capriciously denied. One of the above three days may be used in the event of a spring burial. Up to five (5) working days off as needed, with pay, shall be allowed in the event of death of the employee's spouse or child.

2. Employees shall be entitled to one (1) day (8 hours or 10 hours in the case of a four/ten-hour schedule) which may be used for attendance at the funeral of the following relatives: aunt, uncle, niece, nephew or another relative living in the same household.

ARTICLE 29: Jury Duty

1. Employees shall be granted a leave of absence with pay any day they are required to report for jury duty or jury services, subject to paragraph 3.
2. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.
3. Employees reporting for jury duty but not detained will report for work as soon as possible.

ARTICLE 30: Training

1. As a condition of employment at City expense, each employee shall attend and participate in all training sessions or courses as may be directed by their department head or the City Manager. Each employee by their signature shall acknowledge having been trained or having participated in such sessions if required.
2. In addition to the above, employees who wish to supplement their education by taking job related courses may do so at City expense with the advanced written approval of the department head and the Human Resource Manager. Such courses may not be taken during normal working hours unless so directed by the Human Resources Director. Reimbursement for the cost of such training shall be made by the City only after the course is satisfactorily completed.
3. The City shall develop a formal training programs during the term of this contract.
4. Training sign-up lists will be posted with employees trained in order of seniority.

ARTICLE 31: Work Force Changes – Promotions

1. Whenever a job opening occurs which is to be continued as a classified position in any existing job classification as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on the bulletin board for ten (10) calendar days, indicating the division and duties of the position.
2. During this period, employees who wish to apply for the open position or job – including employees on layoff - may do so. The application shall be completed in writing and shall be submitted to the Human Resources Director.
3. Positions outside the Bargaining Unit shall be available to employees within the Bargaining Unit at the time of the City-wide postings. Positions within the bargaining unit may be advertised to

employees outside the bargaining unit at the time of posting; however, bargaining unit employees shall have preference to vacancies as per Section 6 of this Article.

4. The City shall fill the new classification or the vacant job within thirty (30) calendar days after posting. If it is determined that no inside candidates are qualified, an additional thirty (30) days will be granted to fill the position. The time limits for filling of vacancies may be extended for specific periods of time, by mutual agreement of AFSCME Council 93, the Chair of Local 926 and the Public Works Director. The Union shall be notified who was awarded the job. This paragraph relates only to positions and employees within the Bargaining Unit.
5. Transfers:
 - a) Employees desiring to transfer to other jobs shall submit an application in writing to their Department Head. The application shall state the reason for the requested transfer.
 - b) Employees requesting transfers because of the elimination of their jobs shall be transferred to equal or lower paying job classifications on the basis of seniority provided there is an open position and the employee is qualified; however, employees, shall not be allowed to transfer to another position in that same level of classification unless mutually agreed upon by the parties.
 - c) Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of an equal classification on the basis of seniority.
6. Promotions:
 - a) The term "promotion" is defined as the advancement of an employee to a higher rated range position. Promotions shall be made in accordance with Section 6B of the Article.
 - b) In accordance with Appendix A - Promotional Criteria promotions shall be made by seniority from among the bargaining unit applicants who have the ability and qualifications to immediately perform, without training, the duties of the higher classification.
7. All employees receiving promotions under the provisions of this Article shall be subject to a probationary period of twelve months, unless a shorter period of time is agreed upon by the parties hereto.
8. An employee who does not satisfactorily complete their probationary period shall be given the reasons therefore and shall be allowed to return to the position they held prior to their promotion, with no loss of wages, benefits or other conditions of employment for the prior position which they are entitled to by virtue of their seniority.
9. Employees may not participate in promotional testing if they have had disciplinary action taken against them according to the following time frames:
 - a. Oral Reprimand – ineligible for promotional testing 6 months from date of reprimand through date of promotional application deadline
 - b. Written Reprimand - ineligible for promotional testing 12 months from date of reprimand through date of promotional application deadline
 - c. Suspension/Demotion – ineligible for promotional testing 18 months from date of reprimand through date of promotional application deadline

10. Upon promotion, an employee shall be compensated at a minimum rate of three percent (3%) higher than the current rate of pay.

ARTICLE 32: Layoff and Recall

1. In the event of a layoff, Employees will be given fourteen (14) calendar days' notice or two weeks' pay in lieu of notice. Pay will be based upon regularly scheduled hours; for part-time employees without regularly schedule hours, pay will be based upon the average weekly hours during the prior 30 days. Employees shall be laid off in inverse order of seniority based on position or classification.
2. Employees will be laid off from the affected classification in accordance with their classification seniority, provided that the remaining employees are fully qualified to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability and qualification, the employee with the least seniority will be laid off first.
3. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months following the effective date of the layoff or until management determines the layoffs are permanent.
 - a. If there is a recall within a classification, employees who are on the recall list shall be recalled in the inverse order of seniority.
 - b. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail, provided that the employee has notified the Department Head or designee of their intention to return to work within three (3) days after receiving notice of recall.
 - c. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested to the mailing address last provided by the employee. It shall be the responsibility of all laid-off employees to keep the City apprised as to their contact information for the purpose of notification pursuant to this Article.
 - d. Failure to respond within the above allotted time frame shall negate the individuals recall rights.

ARTICLE 33: Discipline and Discharge

1. Discipline:
 - (a) Disciplinary action shall include only the following but not necessarily in order:
 - Oral reprimand or safety class if applicable
 - Written reprimand
 - Suspension (notice to be given in writing)
 - Demotion or reduction in steps (only after progressive discipline)
 - Discharge (notice to be given in writing)

Note: For one (1) minor safety violation the employee may choose to teach a safety class in lieu of an oral reprimand. The employee shall work with the Training Officer to research and document the training class. Documentation of this class will be treated the same as counseling and will not be put in the employee's personnel file.

- (b) Disciplinary action may be imposed upon an employee only for failing to fulfill their responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.
- (c) If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- (d) If the City feels that the possibility exists that serious disciplinary action (suspension, demotion, discharge) will occur, then the employee involved may be placed on administrative leave with pay pending the completion of the investigation of the alleged incident.
- (e) Disciplinary action should not exceed thirty (30) calendar days. Either party may request an extension, which has merit. An extension will not exceed ninety (90) calendar days. Extension requests will be in writing and will not be arbitrarily or capriciously denied.
- (f) It is the desire of both Management and the Union to resolve differences at the lowest level possible. Either party may offer to resolve the issues at any point during the discipline process.
- (g) Incidents falling beyond the following guidelines shall not be considered for progressive discipline:
 - 2 Years Oral reprimand
 - 3 Years Written Reprimand
 - 4 Years Demotion
 - 5 Years Suspension

2. Suspension and Discharge:

- (a) The employer shall not suspend or discharge any employee without just cause, and shall inform the employee in writing of all charges.
- (b) The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.
- (c) Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

3. In the case of a first offense, if an equipment operating employee loses their driving license for ninety (90) days or less, said employee shall be demoted 15% of their pay until the license is restored.

- (a) Employees who lose their State of Maine (CDL) Commercial Drivers' License for up to one (1) year and providing suitable work is available, may be assigned to a position which does not require them to operate any city owned equipment that requires a (CDL) Commercial Drivers' License. They shall be demoted 15% of their pay until their (CDL) Commercial Drivers' License is restored. They will continue in that status until they have been reissued their Maine CDL Commercial Drivers' License when they will return to their original classification and step grade.
 - (b) If no suitable work is available, prior to the employee being laid off, the Union and Management will meet to discuss if there is any suitable work within the city the employee could perform. If no suitable work is available, the employee shall be laid off and subject to recall in accordance with Article 32, Layoff and Recall.
 - (c) For employees losing their operator's license in excess of ninety (90) days or their (CDL) Commercial Drivers' License in excess of one (1) year, the city shall have the option of whether they are either permanently demoted or dismissed.
 - (d) In the case of a second offense the City shall have the option of whether he is either demoted, suspended or discharged.
4. The personnel file maintained in Human Resources shall be regarded as the official personnel file. Access to the employee's personnel file shall be in accordance with Maine State Law.

ARTICLE 34: Grievance Procedure

The purpose of the grievance procedure shall be to settle employee grievance on as low an administrative level as possible, so as to insure efficiency and maintain morale.

Definition of a grievance is defined as a complaint arising under and during the term of this agreement raised by an employee or the Union against the City alleging that there has been a violation, misinterpretation or any dispute or difference of opinion concerning an article. Matters subject to the jurisdiction of the City Manager or City Council shall not be considered a grievance under this agreement.

1. Any grievance or dispute between the parties concerning the meaning or application of the agreement or concerning any policy or practice established under it shall be settled in the following manner.
 - a) Step 1. The Union and employee shall, within fifteen (15) business days after the occurrence of the alleged grievance, present the grievance in writing to the Public Works Director, or their designee. The Public Works Director shall meet with the aggrieved party or parties in an effort to resolve the grievance. Their written decision shall be made to the party or parties within fifteen (15) business days from the date of their receipt of the grievance. It is the desire of both Management and the Union to resolve differences at the lowest level possible. Either party may offer to resolve the issues at any point during the grievance process.
 - b) Step 2. If the decision of the Public Works Director is not satisfactory, the Union may submit the grievance, in writing, to the Human Resources Director or the City Manager or their designee within fifteen (15) business days after receipt of the decision of the Public Works Director. The Human Resources Director or City Manager or their designee shall meet with the aggrieved party and shall render their decision, in writing, to the employee, shop steward, unit Chairperson and the Public Works Director, within fifteen (15) business days following the day the grievance was received by them.

- c) Step 3. If the grievance is still unsettled, either party may, within fifteen (15) business days after the reply of the Human Resources Director or City Manager or his designee, by written notice to the other, request arbitration.
2. The arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the Union within ten (10) calendar days after notice has been given. If the parties fail to select an arbitrator, either party may request the assignment of the Maine Board of Arbitration and Conciliation or the Labor Relations Connection in accordance with the rules of said Association then in full force and effect. Thereafter, arbitration shall be had in accordance with the rules of the Maine Board of Arbitration and Conciliation or the Labor Relations Connection. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. Their decision shall be final and binding upon the parties hereto though subject to the usual appeal to Superior Court. The expenses of the arbitrator shall be borne equally by the parties.
3. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue their decision with thirty (30) days after conclusion of testimony and argument.
4. Expenses for the services of the arbitrator and the arbitration proceedings shall be borne by the City and the Union equally. However, each party shall be responsible for compensating its own representatives, aggrieved and witnesses. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.
5. Nothing in this Article shall diminish the right of any employee covered hereunder to present their own grievance, as set forth in Title 26, Sec. 967, MSRA.
6. In the event that the employer does not respond within the time limits provided, the Union shall proceed to the next step. However, any time limits may be extended by mutual written agreement.
7. Grievances concerning any disciplinary action or denials of promotion may be entered at Step 2 of the grievance procedure.

ARTICLE 35: Workers' Compensation

1. Workers' Compensation insurance coverage for Public Works employees will be in accordance with the City of Bangor's Personnel Rules and Regulations. Present rules state that employees will be paid full pay and benefits for a period of ten (10) weeks from the date of original injury. After ten (10) weeks, coverage will be in accordance with State Legislation.
2. It is understood that the City of Bangor's Personnel Rules may be amended at any time by a majority of the City Council.
3. After one (1) year from the date of initial injury, the employee shall be examined by a physician mutually acceptable to the City and to the employee for the purpose of determining if the employee will regain the ability to perform the normal duties of the position for which they were hired. If the physician determines that the employee will not be able to return to their normal duties, then the employee shall apply for disability retirement or shall retire, if eligible to receive a retirement pension, whichever shall occur first.

ARTICLE 36: Savings Clause

In the event any federal or state law conflicts with any provisions of this Agreement, the provision or

provisions so affected shall no longer be operative or binding on the parties, but the remaining portion of the Agreement shall continue in full force and effect. The provision(s) so affected may be renegotiated if requested by either party.

ARTICLE 37: Finality

1. This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties.
2. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to negotiate with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 38: Defense and Indemnification

The City shall defend and indemnify employees in accordance with the provisions of the Code of the City of Bangor, Chapter 37, as may be amended.

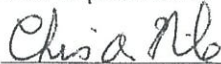
ARTICLE 39: Duration

1. This Agreement shall be effective July 1, 2023, and shall continue in full force and effect until midnight the 30th day of June, 2026.
2. In the event that collective bargaining pursuant to M.R.S.A., Title 26 shall not have been successfully completed prior to the expiration date above herein provided, the parties hereto specifically agree that the present contract shall remain in force until a new contract shall have been negotiated.
3. The parties have hereby caused their names to be subscribed by their duly authorized representatives as of

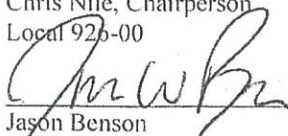
Local 926, Council 93



John Nuttall, Council No. 93
Staff Representative



Chris Nile, Chairperson
Local 926-00



Jason Benson
Negotiating Committee

City of Bangor, Maine



Debbie Laurie, City Manager



10/5/23

Courtney O'Donnell, Assistant City Manager



Aaron Huotari, Director PWD

APPENDIX A: Promotional Criteria

1. Written Test

A written test will be developed by management in conjunction with the Union, administered by management and observed by a Union representative. The test will consist of 30 questions worth a total of 100 points. One-half of the questions will relate to specific duties of the job posted; example equipment for LTC 3/Grade III pay grades or math and supervision for LTC 2/Grade II and SAM/Grade I pay grades.

2. Field Test

A field test will be developed by management in conjunction with the Union, administered by management, and observed by a Union representative. The field test shall relate to the specific duties of the job posted; example, equipment operation and work zone set up for promotion to LTC 3/Grade III; work zone set up, grades and job lay out for promotion to LTC 2/Grade II; work zone set up, grades, job layout and plans for promotion to SAM/Grade I pay grades.

3. Computer Skills Test

A computer skills test will be developed by management in conjunction with the Union, administered by management, and observed by a Union representative. The test will consist of performing functions in Microsoft Office, particularly Word, Excel and Outlook.

All employees may apply and take part in the promotion process but need to have completed the probationary period to qualify for promotion.

Testing for each position will take place annually to create a pool of personnel qualified for promotion. This will allow for vacant positions to be filled more quickly and to maintain productivity and efficiency.

The senior qualified applicant will be promoted. Should the applicant promoted not complete the probationary period, the next most senior applicant qualifying will be promoted to the position. This shall apply only when the initial candidate fails to fulfill the probationary period.

Candidates qualifying for a position but not promoted because of seniority shall, for a period of two (2) years, remain qualified for a future posting of the same job description. Although the qualified applicant will not have to re-qualify, they would still need to be the senior qualified applicant to be promoted.

After testing in all three categories is completed, a follow up review of the testing will be conducted as soon as possible. The intent of the review is to show candidates where their weaknesses are and what subject areas need improving to obtain a future promotion.

If no internal applicants qualify, the City may, at its sole discretion, choose to source external applicants to fill the position.

At the conclusion of the testing, a copy of the individual results will be sent to AFSCME Council 93 Augusta office.

PROMOTION CRITERIA										
		Emp #1	Emp #2	Emp #3	Emp #4	Emp #5				
1	Written test - Administered by management-observed by union rep									
2	Field test - Administered by management- observed by union rep									
3	Computer skills test - Administered by management- observed by union rep									
4	Full years of seniority x 1									
5	Plus 1 point for each pay grade above LTC 4/Grade IV									
	Total points									
<p>1. Minimum score of 80 for each test is desirable on written, field & computer skills test for promotion to SAM/Grade I pay grades</p> <p>2. Minimum score of 80 is desirable on written & field test and 70 on computer skills test for promotion to LTC 2/Grade II pay grades</p> <p>3. Minimum score of 80 is desirable on written & field test and 60 on computer skills test for promotion to LTC 3/Grade III pay grades</p> <p>4. 5 years experience at Public Works is desirable.</p> <p>80+80+80+5= 245 points to qualify for promotion to SAM/Grade I. Senior qualified person is promoted.</p> <p>80+80+70+5= 235 points to qualify for promotion to LTC 2/Grade II. Senior qualified person is promoted.</p> <p>80+80+60+5= 225 points to qualify for promotion to LTC 3/Grade III. Senior qualified person is promoted.</p> <p>5. Applicant receives quarterly evaluations during 1 year probation.</p> <p>6. If no applicants qualify, the city may, at its sole discretion, choose to source external applicants to fill the position.</p>										

APPENDIX B: Call-In Procedure

Call-in for storms, other than those demanding the entire crew, will be considered a Short Crew and either the Day or the Night crew will be called on a needed basis under the conditions outlined in this agreement.

1. A list of eligible employees within their classifications by seniority will be maintained. This list will be used to track the employees called in for the various storms and insure that all employees have a chance to share the duty. A copy will be posted for the employees to observe.
2. All call-ins are to be made by the Asst. Director, or foreman designated, or assigned the task by the Asst. Director.
3. A storm call-in requiring half the crew, other than an emergency demanding the entire crew will be on an as needed basis with the following conditions.
 - a) Two Construction Foremen and one Building Construction Foreman shall rotate being on call for one week at a time.
 - b) At the first sign of snow, dispatch shall notify the foreman on call. The foreman on call shall inform the dispatcher to call the first units, usually four (4) salt/sand trucks. However, conditions and timing may dictate fewer or more trucks.
 - c) Upon further evaluation, the foreman on call will decide whether they need just sand/salt units, or additional plow units. If they need more sand/salt units they may call as many as needed. If they need additional units they will call either the "Day Crew", or the "Night Crew" depending upon the scheduled rotation.

DAY CREW

349 Single axle plow (side dump)
350 Single axle plow (side dump)
636 Skidsteer loader
310 Single axle plow (side dump)
348 Plow/sander/wheeler
329 Plow, single axle
346 Plow/sander
345 Plow/sander
347 Plow/sander
344 Plow/sander/wheeler
354 Catch basin cleaner
355 Catch basin cleaner
165 4x4 w/ plow
356 4x4 crew cab w/ plow
204 4x4 w/ plow
308 Loader
352 Plow/sander/wheeler
280 Sidewalk tractor
273 Sidewalk tractor
260 Sidewalk tractor
284 Sidewalk tractor

NIGHT CREW

272 Grader
306 Loader
305 Loader w/ plow
304 Loader/blower
351 Single axle plow (side dump)
332 Plow/wheeler (side dump)
333 Plow/wheeler (side dump)
334 Plow/wheeler (side dump)
340 Plow/wheeler
330 Plow/single axle
341 Plow/wheeler
331 Plow/wheeler (side dump)
342 Plow/wheeler
343 Plow/wheeler
357 4x4 w/ plow
205 4x4 w/ plow
318 Backhoe/loader
281 Loader
266 Sidewalk tractor
289 Bulldozer

- d) Each crew will rotate one week on and one week off. The crew is currently changing weeks with

the foremen as in Section 3.a) above.

- e) When conditions warrant, the Asst. Director or their designee will perform a limited call- in to mobilize pickup trucks and/or sidewalk equipment assigned to parking lots, schools, and sidewalks on an as-needed basis.
 - f) All call-ins pertaining to Section 3 shall follow Section 7 a) through k) of Appendix B - Call In Procedure.
 - g) The Day & Night call in policy will be reviewed annually during the month of April. If the committee feels that changes are needed in the policy, meeting dates can be scheduled throughout the year to address needed changes.
 - h) During winter operations management reserves the right to work employees their regularly scheduled shift and send either the Day crew or Night crew home for a rest period from the hours of 3pm to 11pm in order to provide for rested personnel to be on duty after the storm or during long duration storms. Employees will be given a minimum one (1) hour notice of said rest period. Employees sent home for this purpose shall return to work on overtime. Equipment of operators sent home for rest may be operated by spare drivers, parking lot or sidewalk personnel.
4. For limited call-in requiring few employees the call list will rotate based on seniority, with the most senior employees being the first to be called. Those called, reporting, refusing, or unable to be contacted will move the bottom of the list. The next call for work will start at the point in the rotation where the last call left off. The intent is to provide an equal opportunity for all employees to share in the call-ins. Only the initial call-in will commence with the most senior employees, thereafter the calls will commence with the name at the top of the call-in list.
- a) The first call will be to the primary telephone number of record. It is the employee's responsibility to ensure that this number is correct.
 - b) The second call will be made to the secondary number on record or to the primary number if no secondary number has been provided. The second call, to the primary number, will take place after a five (5) minute interval.
 - c) A message will be left if an answering machine is encountered.
 - d) The calling party will document all calls.
 - e) All calls will be made with the classification needed to perform the work, in the opinion of the Assistant Director or their designee.
5. Emergency and Custodial Crew
- a) Any Grade IV or above can fill in for the emergency crewmembers. Any Grade VI, or above can fill in for the custodial crew members.
 - b) The Customer Service Manager will establish a manual of duties and procedures to guide employees unfamiliar with the daily tasks of the custodial crew.
 - c) The Customer Service Manager will establish a manual of duties and procedures to guide employees unfamiliar with the duties of the emergency crew.
6. Winter Operations Crew
- a) During winter operations when less than a full crew is utilized there shall be a limit of (32) thirty-

two consecutive hours an employee may be on the clock. After 32 consecutive hours on the clock an employee shall receive a minimum (8) eight-hour rest period off the clock. After working (24) twenty-four or more consecutive hours on the clock and an employee is relieved of duty and off the clock, said employee shall receive a minimum (8) eight-hour rest period off the clock.

- b) During winter operations when less than a full crew is utilized and an assigned operator is off the clock for mandatory rest periods, said assigned operator's assigned equipment may be operated by another operator. The substitute operator shall be determined by using regular overtime rotation list. If assigned equipment is to be used after a mandatory rest period is completed, the assigned operator must be called in.

The agreement is limited to clarifying the use of the Day and Night crews, the individual call-in procedures, and the fill in for the custodial and emergency crew. In the event State and or Federal Law restricts work to sixteen (16) hours, this agreement is made with the understanding of both parties that the Winter Operations Plan Policies, Section 6, Continual Hours of Operations are included in the agreement. This agreement shall be reviewed in April of each year.

7. SALT TRUCK ROTATION RULES

- a) Winter operations begins the first Saturday after October 15th of each year and continues as long as there are events that require sand/salt operations. The salt truck rotation list will begin the first Friday after October 15th. The initial list will be by seniority. Beginning each year, the list will be reset by seniority.
- b) For the winter operations season a draft list will be posted by 9:00 a.m. Friday. Errors should be brought to the attention of the Local 926 Chairperson or their designee and the Public Works Director or their designee.
- c) The Local 926 Chairperson or their designee and the Public Works Director or their designee shall review the list for errors and agree on the solution. If they cannot agree on a solution, the Public Works Director or their designee shall finalize the list and the Union may grieve the action in accordance to Article 34 of the contract.
- d) The final call-in list for the following week will be posted by 3:00pm Friday. If there are no errors reported then Employees\Union may not grieve the final list after 3:00 p.m. on Friday.
- e) The order of call-in on the salt truck rotation list shall be determined by the total number of overtime hours worked plus the total absent hours. Employees with the fewest number of overtime hours worked shall be at the top of the list with the remainder of the list in inverse order of overtime hours worked.
- f) The list shall not change during the week.
- g) Overtime hours worked shall include paid overtime hours worked and the overtime hours worked converted to comp time. These numbers will be determined from the payroll for the week before.
- h) Absent hours shall equal overtime hours worked by the next salt truck driver utilized when there is:
 - 1) No response when called.
 - 2) Sick without a doctor's note
 - 3) Refusal when asked to work
 - 4) Vacation/comp time/bonus sick day

- i) The salt truck driver replacement list shall be a volunteer sign up posted before winter operations.
- j) The initial salt truck driver replacement list will be by seniority reset each year by seniority.
- k) The Parties agree to meet and resolve any issues that may arise from the implementation of this Appendix

APPENDIX C: Equipment Classification

HEO I	HEO II
3 ½ Yard and up Dump Truck	Crack Sealer
Sander Trucks	Vac-All
Platform Trucks	Street Sweepers
13 M Backhoe (Front bucket operation)	26 M Bulldozer-and larger
Shaker Screen	Road Graders
	Road Rollers 5 ton and larger
	18 M Backhoe and larger
	28 M Excavator – and larger
	24 M Front End Loader and larger
	Sidewalk Paver – (2 operators)
	13 M Backhoe – (Backhoe operation only)
	Aqua-Tech vacuum/flusher
	Scissor lift
	Boom lift
	Hazardous material work
	Tanker truck (Minimum 500 gal)
	Trainer (qualifications duties TBD)
	Bagela Hot Top Machine
	Catch Basin Truck
	Bucket Truck
	Skid Steer Grinder

Equipment not listed above is unclassified, however any replacement equipment will be classified the same as the original equipment provided it is the same size and weight.

APPENDIX D: Clarification of Prescription Safety Glass Policy

The following is an explanation of what the City of Bangor Public Works Department will pay for regarding the purchasing of prescription safety glasses. The City does not pay for Prescription Sunglasses. For a complete set of frames, lenses and side shields.

Single vision- Plastic	\$84.00
Single vision – glass	\$85.00
Bifocal- plastic (25mm only)	\$113.00
Bifocal-glass (25mm only)	\$135.00
Trifocal-plastic (25mm only)	\$140.00
Trifocal-glass (25mm only)	\$185.00

If an employee wants a safety frame of greater value, or any additional features (progressive, photo gray of transition lenses), then it is the employee’s responsibility to pay for the added features.

Safety Glass Policy for Public Works Employees

1. All Employees shall wear Safety Glasses when required by the City of Bangor Public Works Department's O.S.H.A. mandated Personal Protective Equipment Policy.
 1. Safety eyeglasses are not required to be worn in the office or break room of the Public Works building.
 2. Safety eyeglasses are not required to be worn while at break or lunchtime.
 3. Safety eyeglasses are not required to be worn while inside a vehicle.
 4. Safety eyeglasses are not required to be worn if full goggles are being worn while operating a specific piece of equipment (i.e. – K-12, grinders, drills etc.) Note: Safety eyeglasses are required to be worn while using a face shield.
2. The Public Works shall furnish each employee with safety glasses that have side shields.
 - A. For all nonprescription wearing full-time personnel:
 - I. The Public Works Department will furnish one pair of safety glasses with clear lenses and one pair safety glasses with tinted lens.
 - B. For all prescription wearing full-time personnel:
 - I. The Public Works Department will furnish one pair of prescription safety glass frames (one-time purchase) with clear prescription lenses. If a prescription wearing employee wishes to have additional features (i.e. photo gray or transition lenses or a frame not in the group as agreed on by the city) the employee will bear the additional expense. It is the employee's responsibility to obtain a current eye prescription. After the initial purchase, lenses only, shall be replaced where a person eye prescription is determined, by a qualified eye doctor, needs to be changed.
 - C. For all part-time or temporary personnel:
 - I. The Public Works Department will furnish one pair of suitable safety glasses with clear lenses
3. Each employee shall be responsible for the safety glasses issued to them, and are required to have them with them at all times while at work.
4. If the safety lenses are scratched where they hinder the wearers vision (determined by their supervisor or Doctor) or if the frames or lenses are damaged while being worn at work they will be replaced according to Section 2.B.I. If the safety glasses are lost or stolen the employee responsible for them shall replace them at the employees' cost.
5. Employees abusing this policy shall be subject to disciplinary action.

APPENDIX E: Membership Rejection Notice

**American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
20 Winter Street • Augusta, ME 04330 • Phone: (207) 622-6191 • Website: www.afscme93.org
Membership Rejection Statement**

I hereby decline membership in AFSCME Council 93, Local 926-00 I acknowledge and agree to the following:

1. I have been offered the opportunity to join AFSCME as a dues paying member by signing the attached membership application, but have declined to do so, and as a full dues paying member of the Union in good standing, I would be entitled to full representation at no additional cost to me.
2. If I seek to have the Union represent me in any future proceedings, I shall pay AFSCME the full cost of any representation services that I receive. An initial deposit of one thousand dollars (\$1,000.00) for retainer of services will be submitted along with any supporting documentation to the AFSCME Staff Representative, AFSCME Council 93, 20 Winter Street, Augusta, Maine 04330. This retainer shall be used to pay for initial steps required for representation, attorney services, support services, their expenses, arbitration, arbitrator's services and/or fees, plus any other expenses the Union may rightfully charge for including but not limited to postage, photocopies, duplication of audio or video files, storage disks, transcriptions, etc.
3. Failure to notify the Union in writing of your desire to be represented by the Union, shall constitute a waiver of Union representation.
4. If the cost of representation, as outlined below in the fee schedule, exceeds the one thousand-dollar (\$1,000.00) deposit, I agree to pay the balance owed as billed by AFSCME, prior to proceeding with the investigation or to the next progressive step in the grievance procedure. If the undersigned fails to comply with the payment of any/all fees within fifteen (15) days of being invoiced by the Union, I understand that the grievance shall be withdrawn. The contractual grievance procedure time frames shall not be extended pending payment of said invoice.
5. If the cost of representation, as outlined below, is less than the one thousand-dollar (\$1,000.00) retainer, the unused portion shall be returned to the undersigned.
6. Pursuant to the Parties Collective Bargaining Agreement, AFSCME is the only party that can appeal a grievance to arbitration.
7. The Union reserves the right to review any and all grievances filed for arbitration, and all grievances shall be subject to the same internal review process as a full due paying member of the Union.

Fee Schedule as of July 2018*:

Attorney - \$250.00/hour plus expenses
Staff Representative - \$125.00/hour plus expenses
Research Fees - \$100.00/hour plus expenses
Support Services - \$75.00/hour
Arbitration - All costs incurred in arbitration
including but not limited to filing fees and expenses
Please print the following information:

Name: _____

Street: _____ City: _____ State: _____ Zip: _____

Job Title: _____ Employer: _____

Work Location: _____

Signature: _____

Date: _____

***This fee schedule is subject to review and change at anytime**