

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF BANGOR, MAINE

AND

RAMP ATTENDANTS & SHIFT LEADS

LOCAL 926-08, COUNCIL NO. 93

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

JULY 1, 2022 TO JUNE 30, 2025

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ARTICLE 1: Preamble

1. In order to increase the general efficiency in the City and to promote the morale, fair and equitable treatment, 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 656 – 08, Council No 93, American Federation of State County and Municipal Employees, AFL-CIO herein after referred to as the “Union”, herein bind themselves in mutual Agreement as follows:

ARTICLE 2: Recognition

1. The City recognizes Local 656 – 08, Council number 93, AFL-CIO, American Federation of State County and Municipal Employees, as the sole and exclusive bargaining agent for the Bangor International Airport Ramp Attendants and Shift Leads employed by the City of Bangor, and excluding all other employees of the City of Bangor, for purposes of establishing salaries, wages, hours and other conditions of employment.
2. Union will be notified in writing of any new position that may have a community of interest with the bargaining unit. Notification will be at the time of posting.

ARTICLE 3: Union Security-No Discrimination by Parties

1. Employees covered by this agreement shall have the right to join the Union or refrain 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 MRSA § 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 against any employee because of race, creed, sex, age, color or national origin.
4. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, gender, marital status, race, color, creed, national origin, or political affiliation. 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 Management 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 members of the Union.
7. The City and the Union recognize membership in the union as not compulsory, but the union has the legal duty to represent all members of the bargaining unit. Therefore, it is agreed that employees who choose not to belong to the union shall be subject to one of the following options:
 - a. Sign a written deduction form supplied by the Union authorizing payroll deduction of full union dues. The fees will be determined by the Union and notification given to the employer.
 - b. Be subject to no payroll deductions, but if the employee chooses not to be a member they must sign a union waiver of representation form, supplied by the Union, with a copy given to the Union, and agree that if Union Representation is requested on any issue the employee shall pay per the attached representational fee chart. The initial fee shall be paid before any proceedings will move forward.

ARTICLE 4: Checkoff

1. The City agrees to deduct the regular weekly union dues, PEOPLE, 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 Office of Human Resources 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 Treasurer of the Union 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 Airport 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 Office of Human Resources of the City of Bangor.
4. 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 expiration date of this agreement. Any employee may, within 30 days prior to the expiration of this agreement, notify the Office of Human Resources in writing that the dues deduction authorization as a Union member is to be canceled upon expiration of this Agreement.

ARTICLE 5: Hours of Work

1. It is understood that the operation of the Airport is a twenty-four (24) hours, seven (7) days per week coverage. The normal workweek shall be forty (40) hours. Employees who are assigned to work schedules that require seven (7) days a week and/or twenty (24) hours a day coverage, the City shall make every effort to schedule days and hours off consecutively. The parties agree that the needs and operational requirements of the Airport come first in any assigned work schedule, with the provision that such work schedules will not be done arbitrarily, capriciously or discriminatorily.
2. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. These work shifts shall be made known to the employees and not changed without notice to the employee of at least fourteen (14) calendar days prior to the date the change is to be effective. Changes in the work schedules shall not be made arbitrarily or capriciously and shall be made only to meet the operational needs of the Airport.
3. The fourteen (14) days' notice will be waived if emergency or unforeseen business developments preclude the possibility of such notice.
4. For payroll purposes, the workweek will begin at 0001 on Sunday and end at 2400 Saturday.
5. The swapping of shifts will be in accordance with Fair Labor Standards Act (FLSA) regulations and with the approval of management.
6. If the need arises, the Airport may cross utilize personnel between divisions. Personnel may be temporarily reassigned to another division based on the operational needs of the Airport. Reassignment should be in accordance with the current scheduling language contained in Section 2. of this Article, providing the Airport has sufficient notice to abide by the fourteen (14) day notification language. If the employee is reassigned for the convenience of the Airport, the employee will continue to receive their rate of pay or the higher rate if applicable. The parties agree that if two or more individuals on the affected shift possesses the same qualifications, the junior employee will usually be assigned to work. However, if a senior qualified employee is available on the shift and elects to volunteer for the temporary assignment, they will be assigned to the work in question.
7. Supervisors will schedule lunch breaks for employees on each shift based on the schedule for the day. The City will pay for lunch breaks that an employee is unable to take due to operational needs.

ARTICLE 6: Holidays

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

New Year's Day	Columbus Day <u>Indigenous Peoples' Day</u>
Martin Luther King, Jr. Day	Patriot's Day
Washington's Birthday	Veteran's Day
Memorial Day	Independence Day
<u>Juneteenth</u>	Labor 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 their current scheduled hours.
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. The observed date is to be considered the holiday for pay purposes.
4. In order to be eligible for holiday pay, the employee must have worked the last scheduled workday before the holiday and the next scheduled workday after the holiday, unless excused by the City.
5. Employees who are scheduled to work the calendar date and who are not scheduled to work on the observed date shall be paid the appropriate holiday rate for the calendar date. Employees who work both the calendar date and the observed dates shall be paid holiday pay for the observed date only.
6. If an employee is working a shift that overlaps on a holiday, the entire shift shall be paid at the holiday rate of pay, but limited to the equivalent of one shift.

ARTICLE 7: 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 his employment, shall receive sick leave with pay if accrued.
2. For the 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 Foreman or the City's representative at least one (1) hour or as soon as possible but not more than twelve (12) hours prior to the employee's scheduled workday. 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 (1) 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 20 of this Agreement.
7. Sick leave may be used in emergency situations for attendance upon members of the employee's immediate family (spouse, children, parents, stepchild, stepparents, brothers, sisters, in-laws and other relatives living in the same household only) who are ill and require care by the employee. A doctor's certification may be required. Sick leave used for this purpose is not to exceed fifteen (15) days per calendar year. Additionally, an employee who is the primary caregiver for a grandchild (s) grandparent (s) or other relative living in the household may use sick leave in accordance with the provisions of this paragraph.
8. The Human Resources Officer and/or the Ramp Service Manager may require as a condition precedent to the payment of sick leave a letter to be completed by a qualified physician certifying the employee is unable to perform the essential functions of their job during their time of absence, when there is a reason to believe that the employee is abusing sick leave. A letter from a physician will not be required unless it is requested in advance in writing; however, if requested, this letter must be presented immediately, unless excused by the Department Head, after employee has returned to work. Ninety (90) days from the date that the employee is required to furnish a physician's letter, the employee may request the Ramp Service Manager to review their use of sick leave. The requirement for the letter will be dropped unless abuse has occurred during the previous ninety (90) days. Whenever an employee is required to bring physician's letter, they shall be notified in writing with a copy sent to the union president. Failure to produce a letter from a physician, once an employee is posted, may lead to disciplinary action in accordance with article 20 Discipline and Discharge, being taken against the employee.
9. Sick leave will not be paid when an employee is capable of available work in the department.
- ~~10. Sick leave will accrue but not be paid until a permanent employee has completed six (6) months of continuous service.~~
10. During the terms 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 the current alternate plan 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.

11. Employees completing six consecutive months of employment (January 1 to June 30 or July 1 to December 31) without using any sick leave under any provision of Article 7 will be granted one sick leave bonus day. Sick leave bonus days may accumulate to three (3) days and shall not be charged against 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 Division Head, or designee, in accordance with the needs of the Department and the preference of the employee.
12. Employees will be allowed one (1) two-hour doctors or dental appointment for each six (6) month period of (January 1 to June 30 or July 1 to December 31) which will not impact their bonus day eligibility for that time period. The appointment must be verified by the employee in order to qualify for this exemption.

ARTICLE 8: Annual Leave

1. Employees shall accrue two (2) weeks' vacation after one (1) year of continuous service. At their discretion, the Department Head, or designee, may grant up to one (1) week of vacation after completing six (6) months of continuous permanent service.
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 ½) weeks of 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 (1) year to the next but no vacation leave shall accumulate in excess of six (6) weeks.
8. Requests for vacation leave will be made fourteen (14) days prior to the actual start of vacation at the employee's discretion. Choice of vacation periods shall be granted in writing to employees on a first come first serve basis. The Department Head, or designee, shall respond within seven days after the employee makes his request. If it becomes necessary to limit the number of employees on vacation at any one time, employees shall be entitled to vacation preference on the basis of seniority. However, it is understood that

once vacation has been approved an employee cannot be bumped from their scheduled vacation by a senior employee. Failure to grant vacation time shall not be done in an arbitrary or capricious manner and any denial shall be given to the employee in writing, if requested by the employee. This article shall not prevent the Division Head, or designee, from granting vacation if the employee requests such vacation with less than two (2) weeks' notice, providing there is sufficient manpower available to meet the operational needs of the airport.

9. All vacation leave privileges shall be with the approval of the Division Head. Two (2) full weeks' notice is necessary if pay is requested in advance.

ARTICLE 9: Bereavement Leave

1. Up to three (3) consecutive work-days shall be allowed in the event of death in the immediate family. Immediate family shall mean father, mother, sister, brother, husband, wife, child, stepparents, stepchild and grandparents, stepbrother, stepsister, grandchild in-laws and other relatives living in the same household.
2. In addition, an employee may be excused from work up to one regular scheduled day for attendance at the funeral of the following: aunt, uncle, niece or nephew. Up to three (3) working days off as needed, with pay, shall be allowed in the event of death immediate family of the spouse.
3. In addition, the Airport Director may grant an additional day where distance of unusual circumstances are a factor. Said additional day shall not be arbitrarily or capriciously denied. One of the above three (3) days may be used event of a spring burial. If more than three (3) days are needed, the employee may utilize any available family sick days as per Article 7, Section 7 with approval of the Airport Director.

ARTICLE 10: Military Leave

1. Military leave shall be 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 their Division Head 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.
4. Employees shall be paid the difference between the military pay and the City pay, if there is a difference.
5. Employees shall be allowed a leave of absence with pay for the period of such training not to exceed two (2) weeks of annual training in any one (1) year. The amount of this compensation shall be the difference between their military pay and their regular salary as

an employee of the City. If their compensation by the military is equal to or greater than their regular City salary, no additional City payment will be made.

ARTICLE 11: Leaves of Absence

1. Eligibility Requirements:
 - a. Employees shall be eligible for leaves of absence after one (1) year 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 Division Head and Office of Human Resources. The request shall state the reason the leave of absence is being requested and the approximate length of time employee desires.
 - b. Authorization for a leave of absence without pay shall be furnished to the employee, and it shall be in writing. No personal leave of absence without pay will be granted until an employee has fully used all accrued vacation time.
 - c. Any request for 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, in accordance with the provisions of the Family and Medical Leave Act of 1993, shall be granted to the employee, upon request.
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 return to the position they held at the time the leave of absence was granted.

ARTICLE 12: Jury Duty

1. Employees shall be granted and leave of absence with pay any day they are required to report 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 13: Seniority

1. The City shall establish a seniority list, and it shall be brought up to date annually 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 Sec. of the Union. Any objections to the seniority list, as posted, must be reported in writing to the Division 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.
3. The purpose of clarification, this agreement covers two (2) categories of employees:
 - A. Shift Leads
 - B. Ramp Attendants
4. There will be two separate seniority lists: One for Shift Leads and one for Ramp Attendants.
 - A. Shift Leads seniority shall be the date they were promoted and/or hired into that position.
 - B. Ramp Attendants seniority shall be the date they were promoted and/or hired as full-time employees.
 - C. Part time Ramp Attendants will no longer be recognized as part of this Labor Agreement.
5. The seniority list will be adjusted to reflect the reorganize list posted and accepted through 2010. Any employee hired after 03/25/2005. Any employee hired from this date forward shall recognize their date of full time hire this unit as their seniority date. Moving forward this shall be the recognized seniority date.
6. Those employees who are promoted into a higher position within the Bargaining Unit shall have a thirty (30) day period in which to return to the position they transferred out of without loss of seniority.
7. For those employees who may be demoted or choose to self-demo from a higher classification during the term of this agreement shall retain all of their seniority for the purpose of benefit and retirement accruals, but will return to the seniority level of the previous position for all other purposes.

ARTICLE 14: Transfers

1. If a vacancy occurs within this bargaining unit, the Airport Director will determine if there is a need to fill the vacancy. If they determine not to fill the vacancy, they will notify the Union in writing of their decision and the reasons for not filling the vacancy. If the Airport Director determines that the vacancy must be filled, they will have the position posted for

five (5) working days. Bargaining Unit employees may apply in writing expressing their interest in the position. Qualified internal employees will be given first consideration. If the Airport Director determines that there are no qualified applicants available to fill the vacancy, they will inform those employees who have applied of their decision. At the Airport Director's option, they may decide to train a senior employee to fill the vacancy or advertise the position after the internal posting. A vacancy as expressed by this language will be caused by a retirement, promotion, resignation or disciplinary termination.

ARTICLE 15: Call Time

1. Any employee called in to work outside of his scheduled shift shall be paid a minimum four (4) hours pay at one and a half times (1 ½) the employee's regular rate of pay. This minimum does not apply to an employee called in who continues working on into his scheduled shift and does not apply to hours worked beyond the scheduled shift.
2. Employees held over for Training Meetings will be paid for that time between the end of their shift and the start of the Training/Meeting, in addition to the time spent at the Training/Meetings at the appropriate pay rate. This time is not considered a call back for employees held over for their shift.

ARTICLE 16: Layoff and Recall

1. In the event of a layoff, employees shall be laid off by classification in the inverse order of seniority.
2. Recall shall be in the order of seniority. No vacant position shall be filled until any employee on layoff shall be offered a job in the same position to the one from which they were laid off. Recalls shall be for one week's duration.
3. In the event of a layoff, full-time employees will be given fourteen (14) calendar days' notice and two weeks' pay.
4. It shall be the responsibility of any laid-off employee to keep the City apprised as to their address for the purposes of notification pursuant to this article. An attempt will be made to notify laid-off employees by telephone for recall purposes. Whether the attempt is successful or not, employees will be notified by certified or registered mail. Employees must respond within three (3) working days of receipt of the notice and must return to work within five (5) working days of response or, if out-of-state, then ten (10) working days of response. Failure to respond within the above allotted time frame shall negate the individuals recall rights.
5. The City's responsibility to recall employees on layoff shall be limited to twenty-four (24) months from the date of the original layoff.

6. If the permanent layoff of a Shift Lead occurs, the employee may displace the junior full-time Ramp Attendant. It is understood the displaced employee will be placed on the seniority roster in accordance with his seniority.

ARTICLE 17: Wages & Overtime

1. Current employees shall be compensated in accordance with the wage schedules attached to this agreement and marked Appendix A. The attached wage schedules shall be considered part of this Agreement.
2. All employees covered by this agreement shall receive one and one half (1 ½) times their regular hourly rate of pay for all "hours worked" in excess of forty (40) hours in a payroll week as described in paragraphs 3 and 4.
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 Worker's Compensation.
4. "Hours worked" shall not include: Nonscheduled holiday, leaves of absences, bonus sick day, or compensatory time.
5. Pay checks will be issued on a weekly basis.
6. Upon the anniversary date for pay purposes, employees shall be eligible to be advanced to a higher step in their rate range. Progression to a higher pay rate, as outlined in Appendix A, shall not be automatic but base on a performance rating in accordance with the current Performance Evaluation Manual. Anniversary date shall be defined as the date the employee assumed their new classification.
7. It is understood by the parties that the current practice of overtime distribution will continue for the duration of this agreement.
8. If requested, employees will accumulate Compensatory Time at a rate of one (1) and one half (1/2) times the actual hours worked over forty (40) hours. Employees will only accumulate up to forty (40) eighty (80) hours per year. Compensatory time taken shall not be used to create overtime. Compensatory time shall not be taken during the same week in which it was earned.
9. Employees will receive the following wage increases effective July 3, 2022 five (5%) percent, July 2, 2023 two (2%) percent, and June 30, 2024 two (2%) percent. 07/01/19 one and one half (1.5%) percent, 07/01/20 two percent (2%) and 07/01/2021 two percent (2%).

In recognition of current events, in years two (effective July 2, 2023) and three (effective June 30, 2024) of this contract, wages shall automatically increase to match non-union wage percentage increase in the event that it is greater than 2%.

ARTICLE 18: Health Insurance

- Effective January 1, 2022 the basic health insurance plan shall be Cigna Open Access Plan (OAP 90% Plan) with the City and employees paying the following percentages of the insurance premiums:

Weekly Cost			
	<i>Employee</i>	<i>Employer</i>	<i>Total</i>
OAP 80%			
Employee + Family/Spouse	\$258.29	\$583.86	\$842.15
Employee + Children	\$156.13	\$394.54	\$550.67
Employee only	\$84.32	\$239.65	\$323.97
OAP 90%			
Employee + Family/Spouse	\$194.62	\$583.86	\$778.48
Employee + Children	\$114.55	\$394.54	\$509.09
Employee only	\$59.91	\$239.65	\$299.56
90% LOWER OPTION			
Employee + Family/Spouse	\$149.68	\$449.03	\$598.70
Employee + Children	\$88.13	\$303.54	\$391.67
Employee only	\$46.13	\$184.53	\$230.66
H S A			
Employee + Family/Spouse	\$116.92	\$350.76	\$467.68
Employee + Children	\$68.84	\$237.12	\$305.96
Employee only	\$36.04	\$144.14	\$180.18

These rates shall remain in effect for calendar year January 1, 2022 through December 31, 2022.

- Annual increases to the prior year's Health Insurance Rates will be equally shared, 50% employer responsibility and 50% employee responsibility, when calculating the employer and employee contribution amounts.
- 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.
- The City maintains 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.

5. Given the overall cost associated with providing group health insurance coverage, the continuing rise in health insurance premium cost 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 care providers, health care plan(s), coverage and benefit structure, premium costs, sharing formula, ACA implications/impact including the assessment of the so-called Cadillac Tax Penalty effective 1-1-20, as well as other topics that may be specifically related to providing health insurance coverage.

ARTICLE 19: Union Activities

1. All employees covered by this Agreement who are officers of Local 656-08, 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, providing 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 is investigating a grievance and only with the approval of the Division Head.

ARTICLE 20: Discipline and Discharge

1. Discipline:
 - a. Disciplinary action shall include only the following but not necessarily in order:
 - Counseling
 - Oral Reprimand
 - Written Reprimand
 - Reduction in Step (limited to one (1) step per offense)
 - Suspension (notice to be given in writing)
 - Discharge (notice to be given in writing)
 - 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, 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. It is the intent of the parties that any notices concerning disciplinary action and/or actual disciplinary action occur within thirty (30) calendar days of the incident giving rise to the intended discipline. Further, unless a request is made by the City or the Union to extend the actual disciplinary deadline, any disciplinary action shall occur within thirty (30) calendar days, providing the airport had knowledge of the incident/infraction.

2. Suspension and Discharge:

- a. The employer shall not suspend, reduce in step 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 throughout 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.
- d. Should it become apparent during a counseling session between the employee and their supervisor that action taken beyond the documentation of such meetings is necessary; the meeting shall be terminated until such time as a Union Representation may be present.
- e. Any disciplinary material placed in the employee's personnel file shall be dated, shown to the employee and the employee shall initial same, attesting only to the fact that they have seen and is aware of the material being placed in their personnel file. Any material not so processed cannot be used against an employee in any present or future disciplinary action.
- f. Upon request the employee shall be given a copy of any disciplinary documentation placed in their file.

3. Accommodations:

Should an employee have their driver's license suspended, revoked, etc. for a period of time, no greater than one hundred and sixty (160) days, but is able to perform all other essential functions of a Ramp Attendant, that individual will receive a one-step reduction in pay for the time frame that they do not possess an active driver's license.

If the employee's driver's license is suspended, revoked, etc. for a period of time, no greater than one hundred and sixty (160) days, and the employee is unable to perform all other essential functions of a Ramp Attendant, that individual may be placed into an available alternative position, that they are immediately qualified to perform, at a rate of pay within said

position's wage scale. The established rate of pay will be closest to the individual's current rate of pay without going over. If there are no available alternative positions, that they are immediately qualified to perform, the employee shall be placed on an unpaid personal leave of absence, no greater than 90 days, until they are able to perform the essential functions of a Ramp Attendant or an alternative position, that they are immediately qualified to perform, becomes available.

Should an employee have their driver's license suspended, revoked, etc. for a period of time that exceeds one hundred and sixty (160) days, said employee may be placed into an available alternative position, that they are immediately qualified to perform, at a rate of pay within said position's wage scale. The established rate of pay will be closest to the individual's current rate of pay without going over. If the individual is able to obtain a valid driver's license while employed in the alternative position and a position becomes available as a Ramp Attendant, the employee will be placed into that position so long as they meet the qualifications of the job. If an alternative position, that they are immediately qualified to perform, is not available the employee will be terminated. Following termination, the employee shall be considered eligible for rehire, provided they meet all requirements upon applying.

ARTICLE 21: 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 Division Head who shall have the responsibility of reviewing any such objection and making a final determination. Appeals from his 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 within thirty (30) days after said rules become effective. New employees shall be provided with a copy of the rules at the time of hire.
3. Enforcing. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement.
4. Any unresolved complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

SPECIAL NOTE

The following is a guide for Shift Leads and Ramp Attendants when filling in for the Ramp Supervisor.

5. At any time, the Ramp Manager or designee can assume or assign the duties of the Ramp Supervisor. If the Ramp Supervisor is absent and the Ramp Manager, or designee, determines that a Shift Lead is required to fill the Ramp Supervisor position, or in the event the Shift Lead is not available a Ramp Attendant may be asked to fill in for the Ramp Supervisor, the Shift Lead or Ramp Attendant will be compensated in accordance with Section A.

- A. In the event a Shift Lead or a Ramp Attendant is temporarily assigned to fill in for the Ramp Supervisor the employee shall receive an additional four dollars (\$4.00) per hour, for those hours they perform the duties of Ramp Supervisor. The Shift Leads may be assigned to the Ramp Supervisor duties due to any absence and/or open shifts including but not limited to: Vacation, Sick Leave, Lunch, Regular Days Off (RDO's), Military Training, Long or Short Term or scheduled Supervisor Meetings. It is understood if a Shift Lead is required to fill in for a Ramp Supervisor, if possible, it will be assigned to the Shift Lead who is assigned to the same shift as the absent Ramp Supervisor. If it is a vacant shift/slot in the schedule, the vacant shift/slot will be posted for bid among the qualified Shift Leads.
6. If a Shift Lead is on their Regular Days Off (RDO's) vacation, the following priority shall be followed:
 - A. The Shift Lead from the prior and following shifts will be called.
 - B. An alternate Shift Lead will be called in.
7. The Shift Lead will also be responsible for assisting with training for their respective shift. The Shift Lead will be compensated through an additional one dollar and twenty-five (\$1.25) per hour for assuming the duties for assisting with training.
8. The Ramp Manager will make a good faith effort to distribute overtime hours in a fair manner.
9. Management reserves the right at any time to revoke the training responsibilities and duties, and revoke the increased salary compensation associated with the Shift Lead position.
10. Shift Leads may call in employees as needed.

ARTICLE 22: 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 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 23: Probationary Period

1. All appointments shall be made for a probationary period of six (6) 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 six (6) months from the commencement of the probationary period.
2. Time during layoff, leave without pay or Workers' Compensation will not be considered as time worked towards the probationary period.

ARTICLE 24: Health and Safety

1. The City shall provide each employee all necessary protective clothing and equipment as determined by the Division 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.
2. The employer and employees shall maintain a safe and healthful working environment and shall observe and will comply with all applicable safety and health laws.
3. The parties agree that the current practice regarding the cost of uniforms will continue.
 - a. As an upgrade to the required reflective PPE (Personal Protective Equipment) on the ramp, the employees will be offered the opportunity to have reflective wear sewn on their uniforms. The employee and the City will equally share the cost whereby employees will pay 50% of the cost in advance and the City will issue a purchase order for the change. If the City determines to make the reflective wear mandatory, they will pay one hundred percent (100%) of the cost.
4. Employees will be responsible for the purchase of safety footwear. Effective July 1, 2017 and July 1, 2018, employees will receive two hundred (\$200.00) for the purchase of safety footwear. Effective July 3, 2022, employees will receive two hundred and forty (\$240) dollars for the purchase of safety footwear. For the remaining two years of the contract, employees will receive two hundred and eighty (\$280) dollars once per year for the purchase of safety footwear.
5. When there is a declared emergency (explosive device) the employer will poll for volunteers to support the aircraft.
6. The City shall ensure that airport winter gear uniforms are cleaned within the first two weeks of May of each year and upon written request by an employee in the event of a work-related spill occurs that warrants additional cleaning, as determined by the Airport Director or designee.

ARTICLE 25: Grievance Procedure

1. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency and maintain morale.
2. 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. Any discipline as a result of SIDA Badge policy violations is subject to Article 25 procedures.
3. Step 1:

The Union and employee shall, within ten (10) business days after the occurrence of the alleged grievance, present the grievance in writing to the Airport Director, or designee. The Airport 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 ten (10) business days from the date of their receipt of the grievance.
4. Step 2:

If the decision of the Airport Director is not satisfactory, the Union may submit the grievance, in writing, to the Office of Human Resources, designee, or the City Manager within fourteen (14) business days after receipt of the decision of the Airport Director. The Office of Human Resources, designee, or City Manager or designee shall meet with the aggrieved party and shall render their decision, in writing, to the employee and shop steward within fourteen (14) business days following the day the grievance was received by them.
5. Step 3:

If the grievance is still unsettled, either party may, within fifteen (15) calendar days after the reply of the Human Resources Officer or City Manager, by written notice to the other, request arbitration.
6. 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 Labor Relations Connection (LRC) 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 Labor Relations Connection (LRC). 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.
7. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue their decision within thirty (30) days after conclusion of testimony and argument.
8. 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 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.

9. In the event that the employer does not respond within the time limits provided, the Union shall proceed to the next step. However, time limits may be extended by mutual written agreement.

ARTICLE 26: 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 his department head or the City Manager. Each employee by his 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 advance written approval of the Department Head and the Human Resources Director, or designee. Such courses may not be taken during normal working hours unless so directed by the Human Resources Director or designee. Reimbursement for the cost of such training shall be made by the City only after the course is satisfactorily completed.
3. The City shall be responsible for providing any training required by the FAA. This shall include any related expenses.
4. Training will be made available in accordance with the business needs of the Airport. If possible, training opportunities will be posted and first offered to full time employees where applicable.
5. The City agrees to continue the current practice of compensation when employees are sent for training. If travel is undertaken per management request, travel time will result in "comp time" on an hour for hour basis. If travel is on a voluntary basis, no "comp time" will accrue. In both cases, hours "worked" will be compensated for on an eight (8) hour per day basis. All other time spent away is not compensated for.

ARTICLE 27: Workers' Compensation

1. Workers' Compensation insurance covered for members of this bargaining unit will be in accordance with Maine State Law.
2. 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 28: Emergencies

1. 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 Airport Director, or 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 29: Legal Aid

1. Whenever a City employee is named as a defendant in a civil or criminal prosecution as a result of acts performed by the employee within the scope of their employment by the City, the City shall, at the employee's request and at the City's expense:
 - a. Provide a legal defense to the employee against the criminal charge or civil complaint;
 - b. Indemnify the employee for the amount of any enforceable criminal fine, civil penalty or civil judgment imposed or obtained, including costs and attorney's fees awards.
2. Legal defense and indemnification provided under this Article shall be in accordance with Chapter I, Article 7, Laws and Ordinances of the City of Bangor, in force on the date of executive of this Agreement. Nothing in this Article shall be deemed to waive any immunity or limitations on recovery under the Maine Tort Claims Act, 14 MRSA, §8101 et seq.

ARTICLE 30: Retirement

1. The City agrees to participate in the cost of pension payments which provide for the following, except as otherwise provided for in Section 2 of this Article:
 - a. A retirement formula of 1/50.
 - b. Retirement at one-half pay with 25 years of service – age 60.
 - c. Reduced retirement with 25 years of service and under age 60.
 - d. Minimum retirement allowance of \$100 per month with 10 years of service.
2. The City shall continue to provide retirement benefits through the Maine Public Employees Retirement System for all members of the bargaining unit who are regularly scheduled for more than twenty (20) hours per week until such time as an "alternate defined contribution plan" so-called shall be made available. At the time such alternate plan is in place an available, employees covered by this Agreement, who are participating in the Maine Public Employees Retirement System, shall be provided the option of either continuing to participate in the Maine State Retirement System or electing to participate in the alternate plan, subject to statutory requirements governing the Maine Public

Employees Retirement System and/or the rules governing Maine Public Employees Retirement System. Any employee hired after the inception date of the current alternate plan shall be required to participate in said current alternate plan with the following terms and conditions:

- A. Contribution Levels: The City shall contribute ~~eight (8)~~ **nine (9)** percent of the employee's gross earnings and the employee shall contribute six and one-half (6.5) percent of their gross earnings.
- B. Vesting Period: Employees will be considered vested in the Plan after the successful completion of one (1) year of service with the City.
- C. Disability Coverage: The City shall provide a long-term disability plan that provides for two-thirds (2/3rds) of the employee's earnings, should the employee become disabled and not able to perform work.

ARTICLE 31: No Strike – No Lockout

- 1. 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.

ARTICLE 32: Savings Clause

- 1. 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 33: Bulletin Boards

- 1. 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.

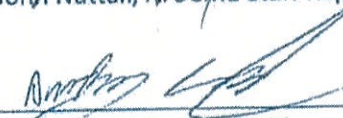
ARTICLE 34: Duration

- 1. This Agreement shall be effective July 1, 2022 and shall continue in full force and effect until midnight the 30th day of June, 2025.
- 2. In the event that collective bargaining pursuant to 26 MRSA 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 has been negotiated.

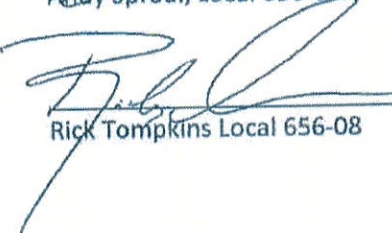
3. The parties have hereby caused their names to be subscribed by their duly authorized representatives as of Oct. 24, 2022.


John Nuttall, AFSCME Staff Rep.


Debbie Laurie, City Manager


Andy Sproul, Local 656-08

 10/24/22
Courtney O'Donnell, Asst. City Manager


Rick Tompkins Local 656-08


Anthony Caruso, Airport Director

Appendix A

Shift Leads	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step11
Current	19.22	20.10	21.08	21.56	22.04	22.55	23.08	23.61	24.18	24.73	25.32
Effective July 3, 2022 - 5%	20.18	21.19	22.17	22.68	23.21	23.72	24.27	24.84	25.41	26.02	26.62
Effective July 2, 2023- 2%	20.58	21.61	22.69	23.26	23.84	24.44	25.05	25.68	26.32	26.98	27.65
Effective June 30, 2024 - 2%	20.99	22.04	23.14	23.72	24.31	24.92	25.54	26.18	26.83	27.50	28.19
Ramp Attendants											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step11
Current	17.85	18.74	19.71	20.18	20.67	21.18	21.72	22.25	22.80	23.37	23.96
Effective July 3, 2022 - 5%	18.75	19.69	20.67	21.19	21.72	22.26	22.82	23.39	23.97	24.57	25.18
Effective July 2, 2023- 2%	19.13	20.09	21.09	21.62	22.16	22.71	23.28	23.86	24.46	25.07	25.70
Effective June 30, 2024 - 2%	19.51	20.49	21.51	22.05	22.60	23.17	23.75	24.34	24.95	25.57	26.21