

**COLLECTIVE BARGAINING AGREEMENT**

Between

**THE CITY OF BANGOR, MAINE**

AND

**BIA AIRFIELD AND BUILDING MAINTENANCE UNIT**

**LOCAL 926-06, COUNCIL NO. 93**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

**JULY 1, 2025 TO JUNE 30, 2028**

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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 926 – 06, 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 926 – 06, Council No. 93, AFL-CIO, American Federation of State County and Municipal Employees, as the sole and exclusive bargaining agent for the Bangor International Airport positions listed in Table 1 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.

*Table 1-List of Recognized Positions*

| <b>Airfield Maintenance Division</b> | <b>Building Maintenance Division</b>      |
|--------------------------------------|-------------------------------------------|
| Airfield Master Electrician          | Airport Master Electrician                |
| Maintenance Technician               | Building Maintenance Technician II        |
| Maintenance Technician Lead          | Assistant Heating and Plumbing Technician |
| Maintenance Technician Licensed      | Heating and Plumbing Technician           |
| Assistant Airfield Supervisor        | Assistant Building Maintenance Supervisor |
|                                      |                                           |

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: 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 4: 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 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 as 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 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 present who choose not to belong to the union shall within thirty (30) days from the date of signing this agreement and future employees within thirty (30) days of completion of the probationary period shall choose one of the following options: 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.
8. It will be the responsibility of the Local President or their designee to track and acquire the signatures of non-members for release statements agreeing to payment schedule.
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

1. All employees covered by this Agreement who are officers of Local 656-06, 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 6: Checkoff

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 Manager 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 Augusta office on or before the 15th day of the following month. For deductions of benefit premiums AFSCME Council 93 shall provide the City with the address of the company providing the benefit and the deductions shall be mailed directly to them. 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, he must cancel such deductions at any time upon written notice to that effect to the Human Resources Manager or 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 Human Resources Manager 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 Division Head and approved by the Airport Director, or designee. If parties cannot agree on any safety related equipment, 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 they will equally share the cost of uniforms. Upon expiration of vendor contract, there will be a joint labor/management committee, with one union member on it, to discuss and decide on uniform changes. City agrees to provide an appropriate flame retardant/ARC resistant uniform for Electricians.
4. Employees will be provided with a Field Purchase Order once per year for the purchase of Safety Footwear. Effective July 1, 2025 two hundred and seventy-five (\$275) dollars will be provided for the purchase of safety footwear. The amount shall be increased each contract year based on the wage percentage increase listed in Article 14.12. These PO's will be available July 1 of each year. Employees shall be allowed to buy more than pair of boots, but the amount charged to the City shall not exceed the authorized amount, and the PO shall only be issued once. Rubber boots will be provided by the Division. Employees may carry over this amount one year to the next.
5. Safety Eyewear
  - a. Refer to appendix B for policy.
6. The Division Supervisor will evaluate any additional requests for prescription safety eyewear on a case by case basis, at their discretion, may approve an additional pair.
7. The City will select a licensed Optometrist who will provide safety eyewear services. The City will not pay for any routine eye exams. Employees who prefer not to use the Optometrist selected by the City will not receive reimbursement for any expenses, which may incur.

## Article 8: 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 9: Probationary Period

1. 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.
2. Time during layoff, leave without pay or Workers' Compensation will not be considered as time worked towards the probationary period.

## 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 Division 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 said rules become effective.
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.

## Article 11: 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 12: 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. Normal Day Shift hours are 07:00 to 15:30, Monday through Friday. For employees who are assigned to work schedules that require seven (7) days a week and/or twenty-four 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.
  - a. In the event the Department Head or designee wishes to schedule a four-day workweek consisting of four (4) ten (10) hour days, it shall be scheduled only with volunteers. Employees who volunteer for the four (4) day workweek will be scheduled in accordance the above-mentioned work schedule. Weather permitting, it shall begin the first 1<sup>st</sup> week in May and will end the third 3<sup>rd</sup> week in September.
3. The fourteen (14) days' notice will be waived if emergency or unforeseen business developments preclude the possibility of such notice. This shall include changes and/or revisions cause by FAA (Federal Aviation Administration) Regulations
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. During the Day Shift, it is intended the schedule fifteen (15) minute paid breaks shall be from 9:00 to 9:15 and 14:00 to 14:15. In order to meet the operational needs of the airport, scheduled breaks may be rescheduled and/or staggered by management. During snow plowing/removal operations, the paid breaks shall be scheduled at the discretion of the Airfield Maintenance Supervisors and/or the Snow Boss.
7. The unpaid thirty (30) minutes lunch break may be scheduled by the Airport by assigning employees to a specified lunch break between 11:00 to 12:00. The lunch break may be staggered to provide coverage during the entire lunch period. During snow plowing/removal operations, the lunch break may be scheduled at the discretion of the Airfield Maintenance Supervisors and/or the Snow Boss.
8. In the event that snow plowing operations commence, ordinarily November 1 to March 31, the Airport reserves the right to split shifts as it has customarily done in the past. When necessary the Airport may assign employees to twelve (12) hour shifts. In the event the employees will be allowed an additional fifteen (15) minute paid break.
9. In order to staff the evening shift, the Airport will first consider qualified volunteers. If there are no volunteers or if sufficient volunteers are not available for the evening shift, the Airport reserves the right to assign a sufficient number of qualified employees to the shift. This will be accomplished by assigning the junior employee and continuing up the seniority roster until sufficient qualified employees are available to properly staff the shift. During snow plowing operations, the paid breaks and unpaid lunch break shall be scheduled at the discretion of Management and/or the Snow Boss.

10. In the event that the Airfield Maintenance Supervisor and/or Assistant Airfield Maintenance Supervisor are absent for three and one half (3 ½) hours or more during snow plowing/removal operations or other operational needs, they will assign an acting supervisor. Employees will receive three dollars (\$3.00) per hour in addition to their regular hourly rate for all hours worked when acting as a supervisor. The rate of four dollars and fifty cents (\$4.50) will apply only when the hours worked as supervisor are overtime hours.
11. In the event that the Building Maintenance Supervisor and/or Building Maintenance Technician/Asst. Supervisor, are absent for three and one half (3 ½) hours or more they will assign an acting supervisor. Employees will receive three dollars (\$3.00) per hour in addition to their regular hourly rate for all hours worked when acting as supervisor. The rate of four dollars and fifty cents (\$4.50) will apply only when the hours worked as supervisor are overtime hours.
12. An employee called into work outside their regular scheduled work day shall be granted a thirty (30) minute paid lunch period after working five (5) hours and shall be furnished an additional thirty (30) minute paid meal period every five (5) hours thereafter while he continues to work.

### Article 13: Emergencies

1. Any employee shall be permitted to leave immediately (without loss of pay as long as leave time is available) 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 14: 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 holiday benefit pay, 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. 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. 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 be allowed to accumulate up to forty (40) hours of compensatory time off.
10. Employees who are required to maintain a valid State of Maine C.D.L. driver's license shall be paid an additional fifty (.50) cents per hour through June 30, 2027. Beginning in July 1, 2027, the amount shall increase to seventy-five (.75) cents per hour.
11. Employees who volunteer to load and unload aircraft shall be paid an additional three (3.00) dollars per hour in addition to their regular rate of pay for a minimum of two (2) hours.
12. Effective June 29, 2025 wages will be adjusted five (5) percent. Effective June 28, 2026 wages will be adjusted two (3%). Effective July 4, 2025 wages will be adjusted three (3%) percent.
13. Employees who hold Certification will receive one dollar per hour stipend when spraying chemicals.

## Article 15: 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 Public Employees 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 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 16: Call Time

1. Any employee called in to work outside of their scheduled shift shall be paid a minimum four (4) hours at time plus one-half their rate of pay. This minimum does not apply to an employee called in who continues working on into their scheduled shift and does not apply to hours worked beyond the scheduled shift.
2. Employees who are called during non-working hours to resolve work related issues shall receive a minimum of one (1) hours pay at time plus one-half their rate of pay for each call. If they are not able to resolve the issue from home and are required to travel to the facility the provisions of subsection 1 of this Article shall prevail.
3. Due to their experience and qualifications, the Building Maintenance Technician/Master Heating and Master Plumber and Building Maintenance Tech/Master Plumber will be entitled to the following a stipend of two hundred and ten (\$210) dollars in the first year for remaining on call and available for emergency situations on a rotating basis. For years two and three, the stipend amount shall be increased based on the wage percent increase outlined in Article 14, or two hundred and sixteen (\$216) dollars in the second year and two hundred and twenty-one (\$221) dollars in year three.
4. Due to their experience and qualifications, the Airport Maintenance Technician/Master Electrician and the Airport Building Maintenance Tech./Master Electrician will be entitled to two hundred and ten (\$210) dollars for remaining on call and available for emergency situations on a rotating basis. During times neither are available, an alternative, qualified employee shall fill in. For years two and three of the contract, the stipend amount shall be increased based on the wage percent increase outlined in Article 14, or two hundred and sixteen (\$216) dollars in the second year and two hundred and twenty-one (\$221) dollars in year three.
5. Due to their experience and qualifications, the Airfield Maintenance Technician Leads shall receive the following the stipend of two hundred and ten (\$210) dollars per week for remaining on-call and available for emergency situations. This status shall be rotated on a weekly bases with the Airfield Maintenance Supervisor, the Assistant Airfield Maintenance Supervisor, and the Airfield Maintenance Technician Leads. For years two and three of the contract, the stipend amount shall be increased based on the wage percent increase outlined in Article 14, or two hundred and sixteen (\$216) dollars in the second year and two hundred and twenty-one (\$221) dollars in year three.

### Article 17: 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 Secretary 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.

### **Article 18: 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 the Airport Director or designee. 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 advance written approval of the Airport Director or designee. Such courses may not be taken during normal working hours unless so directed by the Airport 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 be responsible for providing any training required by the FAA. This shall include any related expenses.
4. Training will be made available within the division in this sequence, qualified full-time employees and then qualified part-time employees in accordance with the business needs of the Airport.
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 (8) hour per day basis. All other time spent away is not compensated for.

### **Article 19: Layoff and Recall**

1. In the event of a layoff due explicitly to lack of work, employees shall be laid off by 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 due to lack of work be offered a job a job in the same position to the one from which he was 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 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.

## Article 20: Discipline and Discharge

### 1. Discipline:

- a. Disciplinary action shall include only the following but not necessarily in order:
  - 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.

### 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 they have seen and are 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.

### 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 their current position, 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 their current position, 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 one hundred and sixty (160) days, until they are able to perform the essential functions of their current position 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 in their previous classification becomes available, 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: 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  
Presidents' Birthday  
Patriot's Day  
Memorial Day  
Juneteenth  
Independence Day

Labor Day  
Indigenous Peoples Day  
Veterans Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Day

- a. Eligible full-time employees shall receive holiday benefit pay computed by multiplying the employee's regular rate of pay by the number of hours in their regular workday.
2. 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.
3. In order to be eligible for holiday benefit 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 Department Head or designee.

4. If an employee works a shift that overlaps on an observed holiday, the entire shift shall be paid at a rate of one and one-half (1 ½) times their regular rate of pay (holiday rate of pay), but limited to the equivalent of one shift.
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 holiday rate of pay 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. The City recognizes some employees may observe holidays in addition to those listed above and would like to encourage observance in order to create an inclusive work environment. Employees who wish to observe holidays not observed by the City may be permitted to do so under the following conditions with prior approval of the Airport Director, or designee:
  - a. The employee must use any available accrued compensatory time, annual leave, or may use leave without pay in the event there is no accrued leave.
  - b. The Airport Director will make every effort to accommodate non-City-observed holidays when needed. When determining whether or not to approve time-off for a non-observed holiday, they may consider such factors as critical workload, staffing levels, and other business-related concerns.
7. Part-Time employees covered by this agreement will receive time and one half if they work on the following nine (9) observed holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

## Article 22: Sick Leave

Contract shall follow Personnel Rules & Regulations for sick leave. Current version is included as Appendix C for reference.

## Article 23: Annual Leave

Contract shall follow Personnel Rules & Regulations for annual leave/vacation. Current version is included as Appendix C for reference.

## Article 24: 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, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parents, step-child, step-sister, step-brother, grandparents, grandchild and other relatives living in the same household.

In addition, Airport Director may grant an additional day where distance of unusual circumstances is 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 Human Resources Director.

2. An employee may be excused from work up to one (1) scheduled workday for the attendance at the funeral of the following relative: aunt, uncle, niece, or nephew.

### Article 25: 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 for all short-term training purposes (e.g. weekend training, two-week training period). Sick leave and vacation leave shall not accrue for long-term deployments (e.g. more than 30-day period). Those on extended military leave which began prior to this contract being signed shall be governed by the existing contract provision for existing leave. This provision shall apply to those who begin military leave after this contract is signed.
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 of annual training in any one (1) year.
6. Employees shall be allowed a leave of absence without pay, one weekend per month for Military "Drill Weekend".

### Article 26: Leaves of Absence

1. Eligibility Requirements:
  - a. Leaves of Absence qualifying under the State of Maine Leave Law, and/or the Family and Medical Leave Act, will follow the eligibility requirements established under either the federal or state program for the employee leave.
  - b. Employees shall be eligible for personal leave of absence after one (1) year of service with the employer.
2. Application for Personal Leave:
  - a. Any request for a leave of absence without pay shall be submitted in writing by the employee to the Division Head and Human Resources Director. 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 by the Division 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.
  - 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. Federal and/or State Leave Requests:
- 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 receipt of supporting documentation for the request from the employee and approval from the employer that the leave request is within the leave parameters.
  - b. A leave of absence qualifying under the State of Maine Paid Leave Law, shall be granted to the employee, upon receipt of supporting documentation for the request from the employee, and approval from the employer that the leave request is within the leave parameter under the State's Paid Leave Law.
  - c. Leaves of Absence that qualify under both the State of Maine Paid Leave Law and the Family and Medical Leave Act will run concurrently.
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.
6. Both parties agree to split the employer and employee required contributions, 50/50 to the State of Maine Paid Leave Law.

### Article 27: Jury Duty

- 1. Employees shall be granted and leave of absence with pay any scheduled shift 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 28: Health Insurance

Effective January 1, 2025 the basic health insurance plan shall be the Cigna Open Access Plan (OAP 90% Plan) with the City. Information about all health insurance plans is available from Human Resources.

- 1. Contribution rates for the OAP-Low Option and the OAP 90% health insurance plans effective January 1, 2025, shall be established by the following formula. For employees selecting 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.

2. 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.
3. Any employee whose spouse receives either single parent or family coverage as an employee of any Bangor City Department, is not eligible for dual Health Insurance coverage.
4. 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.
5. 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.
6. 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 29: 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.

### 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 or designee 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 Labor Relations Officer, their designee or the City Manager within ten (10)

business days after receipt of the decision of the Airport Director. The Labor Relations Officer, their 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 ten (10) business days following the day the grievance was received by them.

5. Step 3:

If the grievance is still unsettled, either party may, within ten (10) business days after the reply of the Labor Relations Officer or City Manager, file a request for arbitration.

Note: It is understood that business days are Monday to Friday and exclude Holidays.

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 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 30: 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 he was 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 31: 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; and
  - 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 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: Transfers

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 reason(s) 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 within the division 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 34: Duration

1. This Agreement shall be effective July 1, 2022 and shall continue in full force and effect until midnight the 30<sup>th</sup> 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.

Local 656-06, AFSCME Council 93

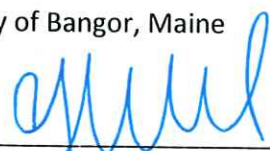
  
Derek Samoluk, AFSME Council 93

  
Chris Moto, Local 656-06

  
David Spellman, Local 656-06

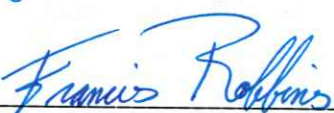
  
Wade Brewer, Local 656-06

City of Bangor, Maine

  
Carol Lynn Lear, City Manager

 6/1/20  
Courtney O'Donnell, Asst. City Manager

  
Jose Saavedra, Airport Director

  
Francis Robbins, Assistant Airport Director

Appendix A (Wages)

| <b>GRADE 1</b> Airport Maintenance Technician Heating System & Master Electrician, Assistant Building/Airfield Maintenance Supervisors                                                                                                                            |         |         |         |         |         |         |         |         |         |         |         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
|                                                                                                                                                                                                                                                                   | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 | Step 11 |
| Year 1                                                                                                                                                                                                                                                            | \$27.37 | \$28.05 | \$28.79 | \$29.47 | \$30.21 | \$30.99 | \$31.75 | \$32.56 | \$33.36 | \$34.20 | \$35.07 |
|                                                                                                                                                                                                                                                                   |         |         |         |         |         |         |         |         |         |         |         |
| Year 2                                                                                                                                                                                                                                                            | \$28.19 | \$28.89 | \$29.65 | \$30.35 | \$31.12 | \$31.92 | \$32.70 | \$33.54 | \$34.36 | \$35.23 | \$36.12 |
|                                                                                                                                                                                                                                                                   |         |         |         |         |         |         |         |         |         |         |         |
| Year 3                                                                                                                                                                                                                                                            | \$29.04 | \$29.76 | \$30.54 | \$31.26 | \$32.05 | \$32.88 | \$33.68 | \$34.55 | \$35.39 | \$36.29 | \$37.20 |
|                                                                                                                                                                                                                                                                   |         |         |         |         |         |         |         |         |         |         |         |
| <b>GRADE 2</b> Lead Airport Maintenance Technician, Lead Building Maintenance Technician, Airport Maintenance Technician/Electrician, Building Maintenance Tech II/Carpenter, Building Maintenance Technician/Heating, Building Maintenance Technician/Electrical |         |         |         |         |         |         |         |         |         |         |         |
|                                                                                                                                                                                                                                                                   | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 | Step 11 |
| Year 1                                                                                                                                                                                                                                                            | \$22.96 | \$23.56 | \$24.14 | \$24.77 | \$25.38 | \$26.02 | \$26.65 | \$27.33 | \$27.99 | \$28.73 | \$29.40 |
| w/CDL                                                                                                                                                                                                                                                             | \$23.46 | \$24.06 | \$24.64 | \$25.27 | \$25.88 | \$26.52 | \$27.15 | \$27.83 | \$28.49 | \$29.23 | \$29.90 |
|                                                                                                                                                                                                                                                                   |         |         |         |         |         |         |         |         |         |         |         |
| Year 2                                                                                                                                                                                                                                                            | \$23.65 | \$24.27 | \$24.86 | \$25.51 | \$26.14 | \$26.80 | \$27.45 | \$28.15 | \$28.83 | \$29.59 | \$30.28 |
| w/CDL                                                                                                                                                                                                                                                             | \$24.15 | \$24.77 | \$25.36 | \$26.01 | \$26.64 | \$27.30 | \$27.95 | \$28.65 | \$29.33 | \$30.09 | \$30.78 |
|                                                                                                                                                                                                                                                                   |         |         |         |         |         |         |         |         |         |         |         |
| Year 3                                                                                                                                                                                                                                                            | \$24.36 | \$25.00 | \$25.61 | \$26.28 | \$26.92 | \$27.60 | \$28.27 | \$28.99 | \$29.69 | \$30.48 | \$31.19 |
| w/CDL                                                                                                                                                                                                                                                             | \$24.86 | \$25.50 | \$26.11 | \$26.78 | \$27.42 | \$28.10 | \$28.77 | \$29.49 | \$30.19 | \$30.98 | \$31.69 |
|                                                                                                                                                                                                                                                                   |         |         |         |         |         |         |         |         |         |         |         |
| <b>GRADE 3</b> Airport Maintenance Technician, Building Maintenance Technician II                                                                                                                                                                                 |         |         |         |         |         |         |         |         |         |         |         |
|                                                                                                                                                                                                                                                                   | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 | Step 11 |
| Year 1                                                                                                                                                                                                                                                            | \$21.35 | \$21.87 | \$22.40 | \$22.95 | \$23.54 | \$24.12 | \$24.72 | \$25.34 | \$25.97 | \$26.61 | \$27.29 |
| w/CDL                                                                                                                                                                                                                                                             | \$22.10 | \$22.62 | \$23.15 | \$23.70 | \$24.29 | \$24.87 | \$25.47 | \$26.09 | \$26.72 | \$27.36 | \$28.04 |
|                                                                                                                                                                                                                                                                   |         |         |         |         |         |         |         |         |         |         |         |
| Year 2                                                                                                                                                                                                                                                            | \$21.99 | \$22.53 | \$23.07 | \$23.64 | \$24.25 | \$24.84 | \$25.46 | \$26.10 | \$26.75 | \$27.41 | \$28.11 |
| w/CDL                                                                                                                                                                                                                                                             | \$22.74 | \$23.28 | \$23.82 | \$24.39 | \$25.00 | \$25.59 | \$26.21 | \$26.85 | \$27.50 | \$28.16 | \$28.86 |
|                                                                                                                                                                                                                                                                   |         |         |         |         |         |         |         |         |         |         |         |
| Year 3                                                                                                                                                                                                                                                            | \$22.65 | \$23.21 | \$23.76 | \$24.35 | \$24.98 | \$25.59 | \$26.22 | \$26.88 | \$27.55 | \$28.23 | \$28.95 |
| w/CDL                                                                                                                                                                                                                                                             | \$23.40 | \$23.96 | \$24.51 | \$25.10 | \$25.73 | \$26.34 | \$26.97 | \$27.63 | \$28.30 | \$28.98 | \$29.70 |
|                                                                                                                                                                                                                                                                   |         |         |         |         |         |         |         |         |         |         |         |

## Appendix B (Safety Eyewear)

### AIRPORT - PRESCRIPTION SAFETY EYEWEAR POLICY

#### 1.0 PURPOSE

The purpose of this policy is to outline the prescription safety eyewear policy for employees at the airport. The following policy provides information on which items the airport department will pay for regarding the purchase of prescription safety eyeglasses.

#### 2.0 POLICY

2.1 It is the general policy that the Airport will help pay for prescription safety eyewear for those employees that are required to perform duties whereby this type of personal protection equipment (PPE) is necessary. This requirement will be validated by the Supervisor and the Airport Safety Officer. Employees shall wear safety glasses when required by the airport.

2.2 (a) Per this policy, the airport will be responsible for the following items, to include cost limitations.

For a complete set of frames, lenses, and side shields: \$175.00 per pair

(b) Employees must use a City of Bangor Field Purchase Order (PO).

(c) If an employee desires prescription safety glasses of greater value, it is the employee's responsibility to pay for the cost greater than the limitation listed above in section (a).

2.3 The airport is only responsible for paying for (1) set of prescription safety glasses per employee, once every 2 years. The Division Supervisor will evaluate any additional requests for prescription safety eyewear on a case-by-case basis, and at their discretion may approve an additional pair. Employee will be responsible for payment of replacement prescription safety glasses if employee is negligent through misuse.

2.4 (a) The airport, or City, will select a licensed Optometrist who will provide safety eyewear glasses. The airport will not pay for any routine eye exams. Employees are encouraged to have an updated eye exam not greater than 1 year before purchasing prescription safety glasses. Employees who prefer not to use the Optometrist selected by the airport will not receive reimbursement for any expense, which they may incur.

(b) Current City Vendors:

Penobscot Eye Care – 29 Dirigo Drive, Brewer – 942-2015

Family Eye Care – 766 Stillwater Ave, Bangor – 945-5891

2.5 The airport shall not pay for prescription sunglasses.

## Appendix C (Personnel Rules & Regulations – Sick & Vacation Provisions)

*These sections replace the relevant sections noted in the handbook. Section numbering is subject to change.*

### 7.2 Annual Leave

#### 7.2.1 Accumulation of Annual Leave

All regular, full-time City employees shall be entitled to accumulate annual leave (also known as vacation) based on years of continuous full-time service and paid at the employee's regular hourly rate. For the purposes of this policy, continuous service is defined as no break in full-time employment status of six (6) months or more unless due to a reduction in force and recall. The purpose of annual leave is to provide paid time off for employees and can be used for any paid time off reason.

Eligible employees will accumulate annual leave at the following rates:

| Length of Service                                  | Annual Leave Accrual Rate* |
|----------------------------------------------------|----------------------------|
| Hire to completion of fourth year                  | 3 Weeks per Year           |
| Beginning of year 5 through completion of year 9   | 4 Weeks per Year           |
| Beginning of year 10 through completion of year 14 | 5 Weeks per Year           |
| 15 Years or More                                   | 6 Weeks per Year           |

Annual leave is accrued weekly on a prorated basis. \*To earn annual leave for a pay week, employees must work or be on paid leave for a minimum of half (50%) of weekly scheduled hours. Annual leave accruals are based upon your regularly scheduled pay week (e.g., 37.5 hours, 40 hours, 42 hours, etc.) and existing leave balances will be increased or decreased proportionately should an employee move from one schedule to another.

#### 7.2.2 Utilizing Annual Leave

Annual leave not used during the year in which it is earned may be accumulated up to a maximum of six (6) weeks and utilized at a later date. Employees who wish to take annual leave must receive prior approval from their Department/Division Director. To maintain high levels of job performance, employees are encouraged to take leave on an annual basis. Annual leave can only be used for regularly scheduled hours, not to exceed forty (40) total hours per pay week.

As a general rule, annual leave shall not be taken by any employee for more than two (2) consecutive weeks. Annual leave requests in excess of two (2) weeks must be requested well in advance of the desired time and may be denied if such time off constitutes a hardship to the Department. The Department Director's determination as to scheduling of annual leave shall be final.

After the maximum annual leave accumulation limit of six (6) weeks has been reached, the employee shall forfeit any right to accumulate additional leave until leave is used and the balance is below the maximum accumulation limit. It will be the responsibility of every employee to be aware of accumulated leave balances.

#### 7.2.3 Transfers, Layoffs and Rehires

*This section remains the same at this time.*

#### 7.2.4 Separation and Annual Leave

Upon separation from the City of Bangor or transfer into a position that is not eligible to earn annual leave (e.g. part-time or temporary position), employees shall receive a lump sum payment of all unused annual leave up to the maximum accumulated total equivalent of six (6) weeks unless they have not successfully completed their probationary period. Such payment shall be made at the employee's regular rate of pay at the time of retirement or separation.

Any employee who separates from City service and is subsequently rehired shall begin annual leave accrual at the minimum rate set forth above, unless rehired within six (6) months into a benefits eligible position. An employee rehired into a position which is eligible for annual leave within six (6) months of their separation date will receive the annual leave accrual rate in place at the time of their separation.

Any employee who voluntarily transfers, demotes, or is demoted for disciplinary reasons from a regular full-time position to a position which does not earn annual leave, will be paid for all accrued annual leave as of the effective date of the transfer and in the paycheck following the transfer date. The rate of payout of accrued annual leave will be made at the rate of the position from which the employee is transferring. Employees who transfer from a position that earns annual leave to one that does not due to a reduction in force may choose to retain their annual leave balance or be paid for all accrued annual leave as of the effective date of the transfer and in the paycheck following the transfer date.

Rights to annual leave accrual shall not be earned by an employee during the following:

- Leave of absence without pay.
- Suspension without pay.
- After the first ten (10) weeks of receiving Workers' Compensation benefit.
- When on any non-pay status.
- When not working, or on paid leave status, a minimum of half (50%) of weekly scheduled hours.

No employee shall be allowed to take annual leave which has not been reflected in leave balance communications (e.g., on payroll advices, payroll system balance reports, pay stub, etc.) to the employee prior to the use of approved leave.

#### 7.10.1 Sick Leave

Full-time employees of the City shall be entitled to accrue sick leave at a rate of three (3) weeks per year accrued on a prorated weekly basis. No employee shall be eligible for paid sick leave unless a balance is reflected in leave balance communications (e.g., on payroll advices, payroll system balance reports, pay stubs, etc.) to the employee prior to the use of leave.

The City requires that employees utilize sick leave only in cases of actual illness. Upon approval from the Human Resources Director or designee, the Department Director may request the employee obtain documentation from a health care provider to substantiate the need for use of sick leave for absences of longer than three (3) consecutive days or sooner if sick leave abuse is suspected. Any documents from health care providers should be submitted directly to a Human Resources Officer. In cases of illnesses such as a pandemic where quarantine is recommended from a Federal, State, or local authority, or a health care provider, and if home-testing is available, the City expects employees will report home testing results accurately and abide by quarantine recommendations. An employee's abuse of sick leave, falsification of documentation, or failure to abide by quarantine recommendations may result in disciplinary action up to and including dismissal. If an employee is out of work for five (5) consecutive workdays, the supervisor must notify a Human Resources Officer and Department Director.

#### 7.10.1.1 Use of Sick Leave *(replaces 7.10.1.c)*

Paid sick leave may be used only in the following cases:

- Personal illness or physical incapacity of such a degree as to render the employee unable to perform the work of the assigned position or other work in the department.
- In accordance with the provisions of the *Use of Accrued Leave for Parental and Family Reasons* policy, below. Sick leave may not be used for attendance to household pets/animals.
- Attending routine appointments that can only be scheduled during work times relating to an employee's personal health care or preventive health care, such as doctors, dentists, or other professional health providers.
- Sick leave can only be used for regularly scheduled hours, not to exceed forty (40) total hours per pay week.

#### 7.10.1.2 Computation of Sick Leave *(replaces 7.10.1.d)*

Sick leave will be accrued by the employee weekly. To earn sick leave for a work week, employees must work or be on paid leave for a minimum of half (50%) of weekly scheduled hours.

Sick leave will not be accrued by employee when in a non-paid status such as the following:

- Suspension without pay.
- After the first ten (10) weeks of receiving Workers' Compensation benefits when on a non-pay status.
- Leave of absence or administrative leave without pay.
- When not working, or on paid leave status, a minimum of half (50%) of weekly scheduled hours.

Unused sick leave may accumulate from year to year but shall not exceed twenty-four (24) weeks.

#### 7.10.1.3 Sick Leave Notification *(replaces 7.10.1.e)*

The employee shall have the responsibility of notifying the immediate supervisor or Department Director promptly of a need to use sick leave in accordance with the provisions of section 7.10.1 above. Sick leave granted shall be recorded weekly on the payroll records of the department.

Department Directors may review such leave records periodically and consult with Human Resources regarding any cases when questions of eligibility or abuse arise.

#### 7.10.1.4 *HOLD*

#### 7.10.1.5 Entitlement upon Retirement *(replaces 7.10.1.g)*

When an employee retires or voluntarily resigns from active service with the City, the employee shall receive a payout of one third (1/3) the amount of their accumulated and unused sick leave, up to and maximum amount of eight (8) weeks, so long as the following criteria has been achieved upon date of separation:

- 1) The employee is fully vested in the retirement plan they have enrolled in. The vesting period is defined by the specific retirement plan the employee is enrolled in.

2) The employee has met the requirement(s) to be eligible for retirement under the specific retirement plan the employee is enrolled in. For example:

a. The 401a defined contribution plan requires a minimum age of fifty-five (55) to be considered eligible to retire. The minimum retirement age of fifty-five (55) is the normal retirement age for the 401a defined contribution plan.

b. The Maine State Retirement defined pension plans require a minimum age and/or years of service requirement to be eligible to retire.

Employees should consult with Human Resources regarding questions pertaining to retirement eligibility under the specific retirement plan that they are enrolled in, should they have any questions.

In the event an employee who previously retired or resigned from the City and received the one third (1/3) sick leave payout at that time of separation be rehired by the City, they will not be eligible for the one third (1/3) sick leave payout upon subsequent separation from the city. All remaining sick leave time upon separation will be forfeited at time of separation.

#### 7.10.1.6 Sick Leave Pool *(replaces 7.10.1.h)*

Sometimes in cases of serious illness an employee, through no fault of their own, may not have sufficient sick time accrued to cover the entire illness. The Human Resources Director or designee may authorize the establishment of a special sick leave pool. Sick leave pools will typically be established when leave of the employee has been exhausted or in special circumstances where it is unlikely an employee will be able to accrue future leave, such as an employee entering hospice. Individual employees may donate their accrued annual leave, ETO, or EPL time. The total pool established may not exceed 160 hours unless specifically authorized by the City Manager or designee based upon the circumstances of the request and not to exceed 480 hours. Employees donating leave must have an annual leave balance of a minimum of two (2) weeks remaining after the donation. Employees donating leave must have an ETO/EPL balance of a minimum of one (1) week remaining after the donation. Departments should submit pool donation lists to Payroll for tracking and verification purposes. Computation shall be made on an hour-for-hour basis and at the pay level of the employee to be benefited. Leave balances of employees pledging donations are not impacted if/until the donated hours are used.

