

**COLLECTIVE BARGAINING AGREEMENT**

City of Bangor, Maine  
Bangor International Airport

and

Airport Security  
AFSCME Local 0926-12, Council 93

July 1, 2024  
to  
June 30, 2025

## Contents

Article 1: Preamble .....	3
Article 2: Recognition.....	3
Article 3: Management Rights .....	3
Article 4: Union Security - No Discrimination by Parties .....	3
Article 5: Union Activities on City Time and Premises .....	4
Article 6: Checkoff .....	5
Article 7: Health & Safety .....	5
Article 8: No Strike No Lockout.....	6
Article 9: Probationary Period .....	6
Article 10: Work Rules .....	6
Article 11: Bulletin Boards .....	7
Article 12: Hours of Work .....	7
Article 13: Wages & Overtime .....	7
Article 14: Retirement.....	8
Article 15: Layoff and Recall .....	9
Article 16: Holidays.....	9
ARTICLE 17: Seniority .....	10
Article 18: Sick Leave .....	10
Article 19: Annual Leave & Earned Time Off.....	11
Article 20: Bereavement Leave.....	12
Article 21: Military Leave .....	12
Article 22: Jury Duty .....	13
Article 23: Training .....	13
Article 24: Health Insurance .....	14
Article 25: Discipline and Discharge .....	14
Article 29: Grievance Procedure.....	16
Article 30: Workers Comp.....	17
Article 31: Finality.....	17
Article 32: Savings Clause.....	18
Article 33: Duration .....	18

## Article 1: Preamble

In order to increase general efficiency in the City and to promote the morale, equal rights, wellbeing, 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 0926-12, Council No. 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," herein bind themselves in mutual agreement as follows:

## Article 2: Recognition

1. The City recognizes Local 0926, Council No. 93, AFL-CIO, American Federation of State, County and Municipal Employees, as a sole and exclusive bargaining agent for regular full-time and regular part-time Security Officers employed by the City of Bangor and excluding the supervisor, Assistant Airport Security Coordinator, Trusted Agent, and all the other employees at the Bangor International Airport and all other employees of the City of Bangor, for the purpose of establishing salaries, wages, hours and other conditions of employment.
2. Except as may be specifically agreed to in the collective bargaining agreement, regular part-time employees shall be eligible for benefits in accordance with the City's Rules and Regulations.

## 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 judgement. Such rights shall include, but shall not be limited to, the operation of the division, direction of the working forces, the right to hire, discharge or suspend for just cause, to promote, to change assignments within classification, 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 from doing so. No employee shall be favored or discriminated against by either the City or the Union because of their membership or non-membership in the Union.

2. If during the term of this Agreement or any extension thereof, 26 MRSA Subsection 964 (l)(b) is construed by the Maine Supreme Judicial Court or amended by the Maine State Legislature to allow for Union security provisions in public employee collective bargaining agreements, the issue of inclusion of Union security provisions in this Agreement will be open for negotiations by either party hereto.
3. The parties of this Agreement agree that they shall not discriminate based upon the protected classes as listed in the Maine Human Rights Act, such as race, color, ancestry, national origin, sexual orientation, sex, physical or mental disability, religion, and age.
4. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination to all protected classes. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.
5. The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City 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 the 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, not to discriminate, interfere, restrain or coerce other employees who are not members of the Union.
7. The City and the Union recognize membership in the Union is not compulsory, but the Union has the legal duty to represent all members of the bargaining unit. Therefore, it is agreed that 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 to that effect, with a copy given to the Union, and agree that if Union Representation is requested on any issue on the part of the employee the employee shall pay per the representational fee chart, as provided by the Union. The initial fee shall be paid before any proceedings will move forward.

## Article 5: Union Activities on City Time and Premises

All employees covered by this Agreement who are officers of Local 0926-12, Council No. 93,

American Federation of State, County and Municipal Employees, AFL-CIO shall be allowed time off with pay for official Union business with representatives of management upon appointment, if there is sufficient manpower available to cause no interference with departmental operations and there is no additional cost involved for said time off. 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.

### Article 6: Checkoff

1. The City agrees to deduct the regular weekly Union dues, Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.), 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 Director 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 the 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, the employee must cancel such deductions at any time upon written notice to that effect to the Human Resources Director of the City of Bangor.
4. The written authorization for payroll deduction of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the employer and the Treasurer of the Union at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

### Article 7: Health & Safety

1. 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. In recognition of this, all employees covered by this bargaining unit shall comply with all reasonable safety rules and regulations established by the City and may be subject to disciplinary action for violations there from.
2. Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment shall immediately inform their supervisors who shall have the responsibility to determine what action, if any, should be

taken, including whether or not the job and/or the unsafe condition should be discontinued. No employee shall be subject to disciplinary action for reporting a situation where a reasonable belief of unsafe working conditions exists. Any disagreement between the employee and their supervisor about the unsafe working conditions or equipment shall be resolved by the Airport Director or Assistant Airport Director.

3. Employees will be provided with a Field Purchase Order once per year for the purchase of footwear or winter boots in the amount of \$120.

### Article 8: No Strike No Lockout

The City, its representatives, and the Union, its officers, representatives and members shall abide by the Municipal Public Employment Labor Relations Act of the State of Maine, in effect the date this contract was signed. This includes the provision that states public employees are prohibited from engaging in: 1) a work stoppage, 2) a slowdown, 3) a strike, or 4) the blacklisting of any public employer for the purpose of preventing it from filling employee vacancies.

### Article 9: 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 for any non-discriminatory reason.
2. Time during layoff, leave without pay, or Workers' Compensation will not be considered as time worked toward probationary period and the probationary period may be adjusted accordingly.

### Article 10: Work Rules

1. Objections to any proposed work rules shall be made in writing to the Airport Director 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. Employees shall comply with all rules that are not in conflict with the terms of this Agreement.
3. Any unresolved complaint involving discrimination, based on Article 4.6, in the application of new or existing rules shall be resolved through the grievance procedure.

## Article 11: Bulletin Boards

The City shall permit the reasonable use of one bulletin board 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. The City shall designate an appropriate area for location of the bulletin board in the locker area/back office, so called, upon written request.

## Article 12: Hours of Work

1. It is understood that the operation of the Airport is twenty-four (24) hours, seven (7) days per week coverage. The normal workweek for a fulltime employee shall be forty (40) hours. For employees who are assigned to work schedules that require seven (7) days a week and/or a twenty-four (24) hour 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. For payroll purposes, the workweek will begin at 0000 on Sunday and end at 2400 on Saturday.
3. The swapping of shifts will be in accordance with Fair Labor Standards Act (FLSA) regulations and with the advance approval of management.

## Article 13: Wages & Overtime

Employees shall be compensated in accordance with the wage schedules attached to this Agreement (Appendix A). The attached wage schedules shall be considered a part of this Agreement.

1. All employees covered by this Agreement shall receive one and one-half (1 1/2) times their regular hourly rate of pay for all "hours worked" in excess of forty (40) hours in a payroll week.
2. "Hours worked" shall include: hours actually worked, annual leave, military leave (short term training purposes only, not to exceed two (2) weeks), jury leave, and bereavement Leave.
3. Pay checks will be issued on a weekly basis.
4. Effective June 30, 2024, wages will reflect a COLA increase of 3.5%, as indicated below.

	Security Officers	
<b>1</b>		15.93
<b>2</b>		16.73

<b>3</b>	17.56
<b>4</b>	18.01
<b>5</b>	18.46
<b>6</b>	18.92
<b>7</b>	19.40
<b>8</b>	19.88
<b>9</b>	20.38
<b>10</b>	20.89
<b>11</b>	21.41

5. Full time employees working beyond their normal scheduled hours (37.5 or 40) may choose, in lieu of pay, at a one and one-half (1 ½) times rate for hours over forty (40). The maximum number of compensatory hours that may be accumulated shall be forty (40) hours.

### Article 14: Retirement

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



## Article 15: Layoff and Recall

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

## Article 16: Holidays

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

New Year's Day	Indigenous Peoples' Day
Martin Luther King, Jr. Day	Patriots' Day
President's Day	Veterans Day
Memorial Day	Juneteenth
Independence Day	Labor Day
Thanksgiving Day	Friday following Thanksgiving Day
Christmas Day	

2. Eligible full-time employees shall receive holiday benefit pay computed by multiplying the employee's regular hourly rate of pay the number of hours in their regularly scheduled workday.
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.
4. Employees who work both the calendar and observed dates shall be paid at the time and one-half rate for the observed day only.
5. If a fulltime employee works a shift on or overlapping an observed Holiday, the employee shall be paid for the entire shift at a rate of one and one-half (1 ½) times their regular rate of pay, but limited to the equivalent of one shift, in addition to the holiday benefit pay provided that Section 6 is met.
6. In order to be eligible for holiday benefit pay, an employee must have worked their last scheduled work day before the holiday and the next scheduled work day after the holiday. Approved use of paid leave is considered "excused" for holiday pay purposes.
7. Part-time employees who work on any of the following holidays will receive time and one half (1 ½) for those hours worked on the actual holidays, per Article 21.1.

### Article 17: Seniority

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

### Article 18: Sick Leave

1. Any fulltime employee contracting or incurring any sickness or disability, which renders such employee unable to perform the duties of employment, shall receive sick leave with pay if accrued.
2. Sick leave, for fulltime employees, 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 supervisor, or the City's representative, at least two (2) hours but not more than twelve (12) hours prior to the employee's scheduled work day. This shall not apply to employees who are out on extended illness.

Exceptions to this requirement will only be allowed when an unforeseen emergency arises during said two (2) hour period.

3. A maximum of forty (40) hours per week will be paid for any fulltime employee on sick leave.
4. Sick leave shall be charged when a fulltime 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.
5. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under the sick leave policy may be subject to disciplinary action under this Agreement.
6. Sick leave may be used by an employee who needs to tend to an immediate family member, as listed in Article 24, Section 1 Bereavement Leave, who is otherwise unable to care for themselves due to illness, injury, or for a newly born child. Usage of sick leave for these purposes are limited to fifteen (15) days per calendar year.
7. The Airport Director, or designee, may require as a condition precedent to the payment of sick leave a certificate to be completed by a qualified physician certifying as to the conditions of the employee or member of their family when there is reason to believe that the employee is may be abusing sick leave. No physician's certificate will be required unless it is requested upon call-out; if requested, the certificate must be presented immediately or as soon as possible but no later than when the employee has returned to work.

### Article 19: Annual Leave & Earned Time Off

1. 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.

Requests for annual leave or earned time off will be made at the employee's discretion. Choice of vacation periods shall be granted to employees on a first come first serve basis, followed by seniority (e.g. three people make request on same day for same period, approval is based on seniority. However, if they make a request for the same period on different days, approval is based on first come, first serve basis). The Airport Director should respond within seven (7) business days after the employee makes the request. Failure to grant annual leave time shall not be done in an arbitrary or capricious manner and any denial shall be given to the employee in writing.

2. All annual leave privileges shall be with the approval of the Airport Director (Airport Director) or designee and require two (2) full weeks' notice unless otherwise approved by Airport Director.

### Article 20: Bereavement Leave:

1. Three (3) consecutive work days shall be allowed for eligible employees in the event of death in the immediate family. Immediate family shall mean father, mother, sibling, spouse, child, step-parents, step-children, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, step-brother, step-sister and any other relative living in the household of the employee.
2. Three (3) working days off as needed, with pay, shall be allowed in the event of death in the immediate family of the spouse. Immediate family of the spouse shall mean, father, mother, sister, brother, child, step-parents, stepchildren and grandparents.
3. In addition, the Human Resources Director, may grant an additional day where distance or unusual circumstances are a factor. Said additional day shall not be arbitrarily or capriciously denied. One of the above three (3) days may be used in the event of a spring burial.
4. An employee may be excused from work up to one regularly scheduled work day for attendance at the funeral of the following relatives: aunt, uncle, niece and nephew.
5. Part-time employees are entitled to take up to three (3) bereavement days and will be compensated for hours scheduled on the day the bereavement is taken only.

### Article 21: Military Leave

1. Military leave shall be made available to employees under the terms and conditions of

applicable Federal and/or State Legislation. Any disputes as to rights under this provision are not arbitrable, but may be determined by a court of competent jurisdiction.

2. All employees who shall take military leave in accordance with this Article shall notify the Airport Director or designee within forty-eight (48) hours after being notified by their military supervisors as to the dates they will be required to undergo field training.
3. Employees will continue to accrue sick leave and vacation leave while on military leave for all short-term training purposes (e.g. weekend training, two-week training period). Sick leave and annual leave shall not accrue for long-term deployments (e.g. more than 30-day period).
4. Employees shall be paid the difference between the military pay and the City pay, when military pay is less than City pay, upon request. City pay shall be defined as normally scheduled work hours.
5. Employees shall be allowed a leave of absence with pay for the period of such training not to exceed two (2) weeks annual training in any one (1) year.

### Article 22: Jury Duty

1. Employees shall be granted a leave of absence with pay any day they are required to report for jury duty or jury services.
2. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service. Employees reporting for jury duty after the start of their shift are expected to report to work until such time as they must leave to report for jury duty. Employees reporting for jury duty but not detained shall report for work as soon as possible.

### Article 23: 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) or the City Manager. Each employee shall acknowledge having been trained or having participated in such sessions if required.
2. 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.

## Article 24: Health Insurance

1. Effective January 1, 2024, the basic health insurance plan shall be the Cigna Access Plan (OAP 90% Plan).
2. Contribution rates for the OAP 90%-Low Option and the OAP 90% health insurance shall be established by the following formula. For employees electing the 80% plan, the City will contribute up to the amount contributed to the OAP 90% plan, and the employee shall pay any amount in excess of this limit.

	Employer%	Employee%	Total%
Family, 2 Persons	75	25	100
Single Parent	77.5	22.5	100
Single	80	20	100

3. The City's contribution to health insurance effective January 1, 2024 and thereafter will be limited to one-half (1/2) of the increased cost of the Open Access Plus 90% Plan unless negotiated otherwise.
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 provided the coverage or benefits are not decreased significantly by such action.
6. Given the overall cost associated with providing group health coverage, the continuing rise in health insurance premium costs to both the City and employees, and the 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.

## Article 25: 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(s)  
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, unless otherwise agreed to.
- d. Should it become apparent during a counseling session between the employee and the supervisor that action taken beyond the documentation of such meetings is necessary, the meeting shall be terminated until such time as a Union Representative may be present

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 he has seen and is aware of the material being placed in their personnel file. If the employee refuses to initial

acknowledging receipt, the City will still place the material in their personnel file.

## Article 29: Grievance Procedure

1. Definition of a grievance is defined as a complaint arising under and during the term of this agreement raised by an employee or the Union against the City alleging that there has been a violation, misinterpretation or any dispute or difference of opinion concerning an article. Matters subject to the jurisdiction of the City Manager or City Council shall not be considered a grievance under this agreement.
2. The purpose of the grievance procedure shall be to settle employee grievances on as low of an administrative level as possible so as to ensure efficiency and maintain morale.
3. Any grievance or dispute between the parties shall be settled in the following manner:
  - a. Step 1: The Union and employee shall, within twelve (12) calendar 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.
  - b. Step 2: If the decision of the Airport Director is not satisfactory, the Union may submit the grievance, in writing, to the Human Resources Director or the City Manager within fourteen (14) calendar days after receipt of the decision of the Airport Director. The Human Resources Director or City Manager or designee shall meet with the aggrieved party and shall render their decision, in writing, to the employee and Union Steward within fourteen (14) days following the day the step 1 grievance was received by them.
  - c. Step 3: If the grievance remains unsettled, either party may, within thirty (30) calendar days after the reply of the Human Resources Director or City Manager, file a written request for arbitration.
4. The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union within ten (10) calendar days after notice has been given, or as soon as is reasonably practicable.
  - a. 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 American Arbitration Council, 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.
5. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested by the Union to issue their decision within thirty (30) days after conclusion of testimony and argument.



6. 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, unless called solely by the other party, and witnesses. If either party desires a verbatim record to be made, it may cause a record to be made providing the requesting party pays for the record and makes copies available without charge to the other party and to the arbitrator.
7. In the event that the employer does not respond within time limits provided, the Union shall proceed to the next step. However, time limits may be extended by mutual written agreement.

### Article 30: Workers Comp

1. Workers' Compensation insurance coverage 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 the employee will not be able to return to normal duty, then the employee shall apply for disability retirement or shall retire, if eligible to receive a retirement pension, whichever shall occur first.

### Article 31: Finality

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

## Article 32: Savings Clause

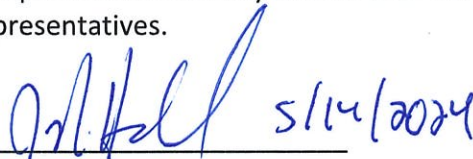
In the event any Federal or State law conflicts with any provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding on the parties, but the remaining portion of the Agreement shall continue in full force and effect. The provision(s) so affected may be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

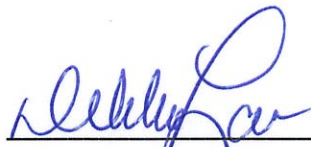
## Article 33: Duration

This Agreement shall become effective July 1, 2024 and shall continue in full force and effect until midnight the 30th day of June, 30th 2025.


In the event that collective bargaining pursuant to 26 MR.SA 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 Agreement has been negotiated.

The parties have hereby caused their names to be subscribed by their duly authorized representatives.

  
John Nuttall, AFSCME Staff Rep.

  
Debbie Laurie, City Manager

  
Joseph Friedman, Local 926-12

 5/20/24  
Courtney O'Donnell, Asst. City Manager

  
Jose Saavedra, Airport Director

\_\_\_\_\_  
Evan Thomas, Asst. Airport Director