

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF BANGOR, MAINE

and

AIRCRAFT MECHANICS

LOCAL 656-, COUNCIL NO. 93

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

JULY 1, 2017 9
to
JUNE 30, 201922

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ARTICLE 1

Preamble

1. 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 656, 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 656, Council No. 93, AFL-CIO, American Federation of State, County and Municipal Employees, as sole and exclusive bargaining agent for the Full-time and Part-time Aircraft Mechanics employed by the City of Bangor and excluding the Aircraft Maintenance Supervisor and all other employees of the City of Bangor, for the purpose of establishing salaries, wages, hours and other conditions of employment.
2. Union will be notified of any new position that may have a community of interest with the bargaining unit. Notification will be at the time of posting.
3. Should the City (Bangor International Airport) decide during the term of this agreement to cease providing Aircraft Repair Services and eliminate the Aircraft Repair Station as an operating division at BIA, the parties agree to negotiate the impact associated with any such decision.
 1. Employees covered by this Agreement shall have the right to join the Union or to refrain from doing so. No employee shall be favored or discriminated against by either the City or the Union because of his membership or non-membership in the Union.
 2. If during the term of this Agreement or any extension thereof, 26 MRSA §964 (1) (b) is construed by the Maine Supreme Judicial Court or amended by the Maine State Legislature to allow for union security provisions in public employee collective bargaining agreements, the issue of inclusion of union security provisions in this Agreement will be open for negotiations by either party hereto.
 3. The parties of this Agreement agree that they shall not discriminate against any employee because of race, creed, sex, age, color or national origin.
 4. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex,

marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

5. All references to employees in this Agreement designate both sexes; and wherever the male gender is used, it shall be construed to include male and female employees.
6. 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.
7. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion and further, agrees not to discriminate, interfere, restrain or coerce other employees who are not members of the Union.
8. The City and the Union recognize membership in the Union is not compulsory, but the Union has the legal duty to represent all members of the bargaining unit. Therefore, it is agreed that present employees who choose not to belong to the Union shall within thirty (30) days from the date of signing of this agreement and future employees within thirty (30) days after completion of their probationary period shall choose one of the following options:

a. Sign a written deduction form supplied by the Union authorizing payroll deduction of full union dues ~~or fair share fees~~. 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 he/she must sign a **union waiver of representation form supplied by the union** ~~statement to that effect, with a copy given to the Union,~~ and agree that if Union Representation is requested on the part of the employee **the employee will be required to pay the representational fees as listed on the attached form. The initial fee shall be paid before representation is given** following:

~~An initial fee of one thousand dollars (\$1000.00) before any proceedings begins.~~

~~An hourly rate of two hundred and fifty dollars for representation by the Unions attorney.~~

~~An hourly rate of one hundred and twenty five dollars for representation by a Staff Representative.~~

~~An hourly rate of one hundred dollars (\$100.00) for research.~~

~~An hourly rate of seventy five dollars (\$75.00) for office staff support.~~

~~All expenses incurred in any proceedings, including the cost of any arbitrators or arbitration related expenses to include but not limited to, mileage, fuel, tolls, meals, lodging etc. will be borne by the employee.~~

9. The City also agrees there will be no disparity of treatment between AFSCME members and non-members in any disciplinary matters.

ARTICLE 4

Checkoff

1. The City agrees to deduct the regular weekly Union dues, PEOPLE, and benefit premiums upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the City. The amounts to be deducted shall be certified to the 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 Treasurer of the Union on or before the 15th day of the following month. The Union shall indemnify and save the City harmless against any and all claims and suits which may arise by reason of any action taken in making such deductions and remitting the same to the Union pursuant to this section.
3. In the event any employee subject to the provisions of this Agreement is promoted to a position with 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 of the City of Bangor.
4. Any employee may, within thirty (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 5 Hours of Work

1. It is understood that the operation of the Airport is twenty-hour (24) hours, seven (7) days per week coverage. The normal workweek shall be forty (40) hours. For employees who are assigned to work schedules that require seven (7) days a week and/or 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. 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 be changed without notice to the employee at least fourteen (14) calendar days prior to the date the change is to be effective. Changes in the work schedules shall not be made arbitrarily or capriciously and shall be made only to meet the operational needs of the Airport.
3. The fourteen (14) days' notice will be waived if emergency or unforeseen business developments preclude the possibility of such notice.
4. For payroll purposes, the workweek will begin at 0000 on Sunday and end at 2400 on Saturday.
5. The swapping of shifts will be in accordance with Fair Labor Standards Act (FLSA) regulations and with the approval of management.
6. All scheduled shifts will be bid by seniority.
- ~~7. The parties agree that the Aircraft Mechanics shift schedule will change to reflect the following:~~
- ~~8. The maintenance supervisor will continue to work dayshift, 08:00—16:30 Monday through Friday.~~
- ~~9. Aircraft mechanic will work morning shift, 06:00—14:30 Monday through Friday.~~
- ~~10. An aircraft mechanic will work afternoon shift, 14:00—22:30 Monday through Friday.~~

11. ~~An aircraft mechanic will work night shift, 22:00—06:30 Sunday through Friday.~~
12. The maintenance supervisor and ~~three~~ **two** full time mechanics will rotate on-call coverage for unscheduled **hours.**
13. The part time aircraft mechanics can be utilized for on-call coverage, as needed.
14. The on-call employee will be compensated at a rate of ~~\$200.00~~ **one hundred dollars (\$100.00) per day** for the unscheduled hours required coverage- **and one hundred and fifty dollars (\$150.00) per day for unscheduled hours required coverage on holidays.**
15. ~~There will be no change to Article 15, Call Time, of the Collective Bargaining Agreement.~~
16. **The Airport reserves the right to change employees shift schedule due to staffing availability and/or operational need.**

ARTICLE 6 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
 - Washington's Birthday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Patriot's Day
 - Veteran's Day
 - Thanksgiving Day
 - Friday following Thanksgiving Day
 - Christmas Day
2. Eligible employees shall receive holiday pay computed by multiplying the employee's regular rate of pay by either ~~(8) hours~~ **the current scheduled hours of work.**
3. Whenever any of the holidays listed above shall fall on a Saturday or Sunday, the preceding Friday or succeeding Monday shall be observed as the holiday. The City will comply with the State holiday schedule. The observed date is to be considered the holiday for pay purposes.

4. In order to be eligible for holiday pay, an employee must have worked the last scheduled work day before the holiday and the next scheduled work day after the holiday, unless excused by the City.

If an employee is working a shift that overlaps on a holiday, the entire shift shall be paid at the holiday rate of pay, but limited to the equivalent one shift.

5. Employees who are scheduled to work the calendar date and are not scheduled to work on the observed date shall be paid the appropriate holiday rate for the calendar date. Employees who work both the calendar date and the observed date shall be paid holiday pay for the observed day only.
6. If a part-time mechanic ~~who is scheduled to work and~~ works forty (40) hours in any holiday week he will receive eight (8) hours holiday pay for any holiday listed in Section 1 of this Article.

ARTICLE 7 Sick Leave

1. An employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay if accrued.
2. For purposes of this Agreement, sick leave shall only include those instances when an employee is confined by illness to his home or is hospitalized or other justified situations.
3. Sick leave shall be accrued at the rate of fifteen (15) days per year, accumulative to not more than one hundred and twenty (120) days. No employee shall receive credit for sick leave unless he notifies his job foreman or the City's representative at least one-half (1/2) hour or as soon as possible but not more than twelve (12) hours prior to the employee's scheduled work day. This shall not apply to employees who are out on extended illness. Exceptions to this requirement will only be allowed when an unforeseen emergency arises during said one-half (1/2) hour period.
4. A maximum of forty (40) hours per week will be paid for any employee on sick leave.
5. Sick leave shall be charged when an employee is confined due to an officially posted quarantine, when established by any official health agency which in itself prevents attendance at the place of work.
6. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under

the sick leave policy will be subject to disciplinary action under Article 20 of this Agreement.

7. Sick leave may be used in emergency situations for attendance upon members of his family limited to the wife, parents, children and step-children of the employee and limited to fifteen (15) days per calendar year. This paragraph is intended to cover only those emergency situations where the nature of the illness is such that the employee himself be available to care for his family, limited to two (2) days per incident, the second available day must have the approval of the Airport Director, unless the employee submits Appendix B for a member of the family.
8. The Human Resources Manager and/or Division Head may require as a condition precedent to the payment of sick leave a certificate attached as part of this Agreement (Appendix B) to be completed by a qualified physician certifying as to the conditions of the employee or member of his family when there is reason to believe that the employee is abusing sick leave. No physician's certificate will be required unless it is to request in advance in writing; however, if requested, certificate must be presented immediately, unless excused by the Department Head, after employee has returned to work. Ninety (90) days from the date that the employee is required to furnish a physician's certificate, the employee may request the Division Head to review his use of sick leave. The requirement for a certificate will be dropped unless abuse has occurred during the previous ninety (90) days. Whenever an employee is required to bring in a physician's certificate, he shall be notified in writing with a copy sent to the Union president. Failure to produce a doctor's certificate, once an employee is posted, may lead to disciplinary action being taken against the employee.
- ~~9. Sick leave will not be paid when an employee is capable of available work in the department.~~
10. Sick leave will accrue but not be paid until a permanent employee has completed six (6) months of continuous service.
11. Employee's estate will receive the employee's accrued sick leave upon the death of the employee.
12. During the terms of this Agreement, when an employee retires from active service with the City and is immediately eligible for retirement benefits pursuant to the Maine State Retirement System or the Alternate plan as it applies to the City, the employee shall receive an amount equal to his salary at the time of his retirement for one-third (1/3) the number of days of accumulated unused sick leave to a maximum of forty (40) days.

13. Employees completing six (6) consecutive months of employment (January 1 to June 30 or July 1 to December 31) without using any sick leave under any provision of Article 7 will be granted one (1) sick leave bonus day. Sick leave bonus days may accumulate to three (3) days and shall not be charged against the employee as sick leave. Sick leave bonus days may not be used to substitute for disciplinary action and must be taken in full day increments. Sick leave bonus days will be scheduled upon request by the Division Head or his designee in accordance with the needs of the Department and the preference of the employee.
14. The City will comply with the Family Medical Leave Act.

ARTICLE 8 Annual Leave

1. Employees shall accrue two (2) weeks vacation after one (1) year of continuous service. At his discretion, the Department Head may grant up to one (1) week of vacation after completing six (6) months of continuous permanent service.
2. After six (6) years of continuous service, employees shall begin to accrue three (3) weeks vacation on a weekly basis.
3. After eleven (11) years of continuous service, employees shall begin to accrue three and one half (3) weeks vacation on a weekly basis.
4. After fifteen (15) years of continuous service, employees shall begin to accrue four (4) weeks vacation on a weekly basis.
5. After twenty (20) years of continuous service, employees shall begin to accrue five (5) weeks vacation on a weekly basis.
6. An employee whose services are terminated within twelve (12) months after his initial full-time appointment shall not be deemed to have accrued any vacation leave.
7. Any unused vacation days may accrue from one (1) year to the next but no vacation leave shall accumulate in excess of six (6) weeks.
8. Requests for vacation leave will be made at the employee's discretion. Choice of vacation periods shall be granted to employees on a first come first serve basis. The Department Head shall respond within seven (7) days after the employee makes his request. If it becomes necessary to limit the number of employees on vacation at any one time, employees shall be entitled to vacation preference on the basis of seniority. Failure to grant

vacation time shall not be done in an arbitrary or capricious manner and any denial shall be given to the employee in writing.

9. All vacation leave privileges shall be with the approval of the Division Head. Two (2) full weeks notice is necessary if pay is requested in advance.
10. Part-time Aircraft Mechanics will qualify for Earned Time Off (ETO). The ETO will be governed by existing Council Order# 02-279, which cover nonunion employees. It is further agreed that this action by the City (Airport) is not precedent setting in nature and will not be used in the future as an argument that unionized employees are covered by other Council actions. This change in ETO qualifications stands on its own merit.

ARTICLE 9 Bereavement Leave

1. Up to three (3) consecutive work days shall be allowed in the event of death in the immediate family. Immediate family shall mean father, father in-law, mother, mother in-law sister, sister in-law, step sister, brother, brother in-law, step brother, husband, wife, child, step-parents, step-children, grandparents and grandchildren.
2. Up to three (3) working days off as needed, with pay, shall be allowed in the event of death in the immediate family of the spouse.
3. An employee may be excused from work up to one regularly scheduled work-day for the attendance at the funeral of the following relatives: aunt, uncle niece or nephew.
4. In addition, the Human Resources Manager, 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. If more than three (3) days are needed, the employee may utilized any available family sick days as per Article 7, Section 7, with approval of the Human Resources Manager.

ARTICLE 10 Military Leave

1. Military leave shall be available to employees under the terms and conditions of applicable federal and/or State Legislation. Any disputes as to rights under this provision are not arbitrable, but may be determined by a court of competent jurisdiction.

2. All employees who shall take military leave in accordance with this Article shall notify their Division Head within forty-eight (48) hours after being notified by their military supervisors as to the dates they will be required to undergo field training.
3. Employees will continue to accrue sick leave and vacation leave while on military leave.
4. Employees shall be paid the difference between the military pay and the City pay, if there is a difference.
5. Employees shall be allowed a leave of absence with pay for a period of such training not to exceed two (2) weeks of annual training in any one (1) year. The amount of this compensation shall be the difference between his/her military pay and his/her regular salary as an employee of the City. If his/her compensation by the military is equal or greater than his/her regular City salary payment will not be made.
6. Employees shall be allowed a leave of absence without pay, one weekend per month for "Military Drill Weekend."

ARTICLE 11

Leaves of Absence

1. Eligibility Requirements:
 - a. Employees shall be eligible for leaves of absence after one (1) year of service with the employer.
2. Application for Leave:
 - a. Any request for a leave of absence without pay shall be submitted in writing by the employee to the Division Head and Human Resources Manager. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
 - b. Authorization for a leave of absence without pay shall be furnished to the employee by the 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 a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.
3. Medical Leave:
 - a. A medical leave of absence without pay, limited to one (1) year, shall be granted to the employee, upon due proof of his physician that said leave is necessary.
4. A request for a short leave of absence, leave not exceeding one (1) month, shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

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

ARTICLE 12

Jury Duty

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

ARTICLE 13

Seniority

1. The City shall establish a seniority list, and it shall be brought up to date annually and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days. A copy of the same shall be sent to the Secretary of the Union. Any objection to the seniority list, as posted, must be reported 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 14

Transfers

1. Prior to filling any vacancy by outside hire, the City will first post the vacancy for a period of five (5) working days and any qualified bargaining unit employee wishing to transfer shall have first preference to the position.
2. If more than one (1) employee wants to transfer, the most senior employee shall receive the position.

ARTICLE 15

Call Time

1. Any employee called in to work outside of his scheduled shift shall be **receive a minimum of four hours paid at time plus one half of the employees rate of pay for all call-in hours. Employees who are called- in and complete the work they were called-in to perform and are then assigned to do work on another airline or military aircraft shall receive and additional call-in.** ~~paid for as follows: from 2400 to 0600 a minimum of three (3) hours and from 0600 to 2400 a minimum of two (2) hours. This minimum does not apply to an employee called in who continues working on into his scheduled shift and does not apply to hours worked beyond the scheduled shift.~~
2. If the part-time mechanic is called in to work he will be compensated in accordance with Section 1.

ARTICLE 16

Layoff and Recall

1. In the event of a layoff, employees shall be laid off in the inverse order of seniority.
2. Recall shall be in the order of seniority. No vacant position shall be filled until any employee on layoff shall be offered a job in the same position to the one from which he was laid off. Recalls shall be for one week's duration.
3. In the event of a layoff, employees will be given fourteen (14) calendar days' notice or one week's pay per calendar year.
4. It shall be the responsibility of any laid-off employee to keep the City apprised as to his/her address for the purpose of notification pursuant to this Article. An attempt will be made to notify laid-off employees by telephone for recall purposes. Whether the attempt is successful or not, employees will be notified by certified or registered mail. Employees must respond within three (3) working days or receipt of notice and must return to work within five (5) working days of response or, if out-of-state, then (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 17

Wages-Overtime

1. Current employees shall be compensated in accordance with the wage schedules attached to this Agreement and marked Appendix A. The attached wage schedules shall be considered a part of this Agreement.
2. All employees covered by this Agreement shall receive one and one-half (1-1/2) times their regular hourly rate of pay for all "hours worked" in excess of forty (40) hours in a payroll week, as described in paragraphs 3 and 4.
3. "Hours worked" shall include: Regular Duty, Annual Leave, Death Leave, Holiday Pay (if a scheduled workday for individual employee), Sick Leave, Military Leave, Jury Duty and Workers' Compensation.
4. "Hours worked" shall include: Regular Duty, Annual Leave, Death ~~Death~~ **Bereavement** Leave, Holiday Pay (if a scheduled workday for individual employee), Sick Leave, Military Leave, ~~and Worker's Compensation, training hours.~~
5. "Hours worked" shall not include: Nonscheduled holiday and leaves of absence.
6. Pay checks will be issued on a weekly basis.
7. 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 based on a performance rating in accordance with the current Performance Evaluation Manual. Providing they qualify for an increase, employees hired after July 1, 1998 will limited to a one step adjustment.
8. The City reserves the right to distribute overtime work. Employees are required to work overtime or beyond the regular schedule when assigned.
9. Wages have been adjusted in the following manner:

Effective 7/1/2017~~9~~ wages will be adjusted 1.5%, ~~and effective 7/1/2018~~**20**
wages will be adjusted +2%, effective 7/1/2021 wages will be adjusted
2%

ARTICLE 18 Health Insurance

1. Effective January 1, 2018, the basic health insurance plan shall be the Cigna Open Access Plan (CAP 90%) Plan with the City and employee paying the following Amounts:

1/1/2018 Health Insurance Rates

	EMPLOYEE	EMPLOYER	TOTAL
LOWER OPTION			
Family, 2 person	\$ 120.67	\$362.01	\$482.67
Single Parent	\$ 71.05	\$244.72	\$315.77
Single	\$ 37.19	\$148.76	\$185.95
Open Access Plus 80%			
Family, 2 person	\$230.14	\$472.35	\$702.48
Single Parent	\$140.16	\$319.19	\$459.35
Single	\$ 76.37	\$193.88	\$270.25
Access Plus 90%			
Family, 2 person	\$157.45	\$472.35	\$629.80
Single Parent	\$ 92.67	\$319.19	\$411.86
Single	\$ 48.47	\$193.88	\$242.35

These rates shall remain in effect for calendar year January 1, 2018 through December 31, 2018.

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

	EMPLOYER %	EMPLOYEE %	TOTAL %
Family, 2 persons	75.0	25.0	100
Single Parent	77.5	22.5	100
Single	80.0	20.0	100
+19	0	0	100

3. The City's contribution to health insurance effective January 1, 2018 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. ~~health insurance coverage benefits provided the coverage or benefits are ratified by the Union.~~

Given the overall cost associated with providing group health insurance, the continuing rise in health insurance premium costs to both the City and employees, and the recent implementation of the federal Patient Protection and Affordable care Act (ACA), the parties agree without reservation to re-open the Health Insurance Article during the term of this agreement to meet, discuss and negotiate group health insurance topics, including but not limited to group health providers, health care plan (s), coverage and benefit structure, premium costs and cost sharing formulas, ACA implications/impacts including the assessment of so-called Cadillac Tax Penalty effective 1-1-20, as well as other topics that may be specifically related to providing group health insurance coverage.

ARTICLE 19

Union Activities on City's Time and Premises

1. All employees covered by this Agreement who are officers of Local 656, Council No. 93, American Federation of State, County and Municipal Employees, AFL-CIO shall be allowed time off with pay for official Union business with representatives of management upon appointment, if there is sufficient manpower available to cause no interference with departmental operations. It is understood and agreed that all employees have productive work to perform and will not leave their jobs during work hours to attend to Union matters except as provided above and except when the steward or a member of the Grievance Committee is investigating a grievance and only with the approval of the Division Head.

ARTICLE 20

Discipline and Discharge

1. Discipline:
 - a. Disciplinary action shall include only the following but not necessarily in order:
 - Oral reprimand
 - Reduction in Step (limited to one (1) step per offense)

Written reprimand
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 his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.
- c. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- d. If the City feels that the possibility exists that serious disciplinary action (suspension, discharge) will occur, then the employee involved may be placed on administrative leave with pay pending the completion of the investigation of the alleged incident.
- e. It is the intent of the parties that any notices concerning disciplinary action and/or actual disciplinary action occur as soon as practicable following the incident giving rise to the need for notice and/or disciplinary action. As a general rule, any notice concerning proposed disciplinary action shall be given to the employee not more than ten (10) working days after the date of the incident. Further, unless a request is made by the City or the Union to extend the actual disciplinary deadline, any disciplinary action shall occur within twenty-one (21) work days of the incident giving rise to the intended discipline.

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 his 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 he has seen and is aware of the material being placed in his personnel file. Any material not so processed cannot be used against an employee in any present or future disciplinary action.
3. If a mechanic loses his driver's license and it impacts his duties, then other accommodations shall be made so the employee can continue to work. No form of disciplinary action shall be taken against any employee who loses his driver's license. The employee must be able to perform the functions of the position and cause no financial burden to the City. Application of this section shall not be discriminatorily applied.
4. If employees loses his/her driver's license for more than ninety (90) days or for a second violation, the employees will be assigned to a position which does not require them to drive, they will be compensated at the rate of the duties they perform. This assignment will continue until such time as the employee's right to operate a motor vehicle is reinstated by the Secretary of State. If the employee is unable to acquire a valid driver's license within eighteen (18) months, the Union and Management will meet to discuss the availability of suitable work. If none is available, the employee will be laid-off and subject to recall in accordance with Article 16, Layoff and Recall.
5. The personnel file maintained in Human Resources shall be regarded as the official personnel file. Access to the employee's personnel file shall be in accordance with Maine State Law.

ARTICLE 21

Work Rules

1. When existing work rules are changed or new rules are proposed, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive workdays before becoming effective. Objections to any proposed work rules shall be made in writing to the Division Head who shall have the responsibility of reviewing any such objection and making a final determination. Appeals from his decision can be made in accordance with normal grievance procedures.
2. Informing Employees. The City further agrees to furnish each employee in the bargaining unit with a copy of all new work rules thirty (30) days after said rules become effective. New employees shall be provided with a copy of the rules at the time of hire.

3. Enforcing. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement.
4. Any unresolved complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.
5. The most senior employee on duty will coordinate the work performed by the maintenance personnel.

ARTICLE 22 Management Rights

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

ARTICLE 23 Probationary Period

1. All appointments shall be made for a probationary period of 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 24 Health and Safety

1. The City shall provide each employee all necessary protective clothing and equipment as determined by the Division Head and the Union Safety Committee subject to the approval of the City Manager. If parties cannot agree, then it shall be settled through the grievance procedure.
2. The employer and employees shall maintain a safe and healthful working environment and shall observe and will comply with all applicable safety and health laws.
3. The results of any testing required by the City shall be provided to the employee upon request, unless the results are confidential.
4. Employees must report to work with proper safety equipment.
5. Employees will be responsible for the purchase of safety footwear. Effective July 1 for each contract year, employees will receive Two hundred dollars (\$200.00) for the purchase of safety footwear. The amount will be paid in October for each contract year.
6. The City will provide a tool allowance to all mechanics in the following amounts: Effective July 1 each contract year, ~~2017~~ two hundred and seventy five (275.00) dollars, ~~effective July 1, 2018~~ ~~two hundred and seventy five (275.00)~~. The amount will be paid out the second week in January.

ARTICLE 25

Grievance Procedure

1. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency and maintain morale.
2. Any grievance or dispute between the parties concerning the meaning or application of the agreement or concerning any policy or practice established under it shall be settled in the following manner.
3. 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 his designee. The Airport Director shall meet with the aggrieved party or parties in an effort to resolve the grievance. His written decision shall be made to the party or parties within twelve (12) calendar days from the date of his 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 Human Resources Manager or

the City Manager within fourteen (14) calendar days after receipt of the decision of the Airport Director. The Human Resources Manager or City Manager or his designee shall meet with the aggrieved party and shall render his decision, in writing; to the employee and shop steward within fourteen (14) days following the day the grievance was received by him.

5. Step 3:

If the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the Human Resources Manager or City Manager, by written notice to the other, request arbitration.

6. The arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the Union within ten (10) calendar days after notice has been given. If the parties fail to select an arbitrator, either party may request the assignment of the Labor Relations Connection (LRC) in accordance with the rules of said Association then in full force and effect. Thereafter, arbitration shall be had in accordance with the rules of the American Arbitration Association. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. His decision shall be final and binding upon the parties hereto though subject to the usual appeal to Superior Court. The expenses of the arbitrator shall be borne equally by the parties.

7. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his 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. Nothing in this Article shall diminish the right of any employee covered hereunder to present his own grievance, as set forth in 26 MRSA, §967.

10. 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 maybe extended by mutual written agreement.

ARTICLE 26

Training

1. As a condition of employment at City expense, each employee shall attend and participate in all training sessions or courses as may be directed by his department head or the City Manager. Each employee by his signature shall acknowledge having been trained or having participated in such sessions if required.
2. In addition to the above, employees who wish to supplement their education by taking job related courses may do so at City expense with the advanced written approval of the department head and the Human Resources Manager. Such courses may not be taken during normal working hours unless so directed by the Human Resources Manager. Reimbursement for the cost of such training shall be made by the City only after the course is satisfactorily completed.
3. The City shall be responsible for providing any training required by the FAA. This shall include any related expenses.
4. Training will be made available in accordance with the business needs of the Airport. If possible, training opportunities will be posted and first offered to full time employees where applicable.

ARTICLE 27

Workers' Compensation

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

ARTICLE 28

Emergencies

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

ARTICLE 29

Legal Aid

1. Whenever a City employee is named as a defendant in a civil or criminal prosecution as a result of acts performed by the employee within the scope of his 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 judgement 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 execution of this Agreement. Nothing in this Article shall be deemed to wave any immunity or limitations on recovery under the Maine Tort Claims Act, 14 MRSA, § 8101 et seq.

ARTICLE 30

Temporary Assignment

1. If any employee is temporarily assigned the duties of Aircraft Maintenance Supervisor at the Repair Station, he shall be paid an additional two and one-half (2) hours per week. However, compensation shall not exceed the current salary of the permanent supervisor.

ARTICLE 31

Reporting Official

1. All mechanics shall report to the Assistant Airport Manager or his designee and shall coordinate daily activities with the Ramp Supervisor.

ARTICLE 32

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 State 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 and available, employees covered by this Agreement, who are participating in the Maine State Retirement System, shall be provided the option of either continuing to participate in the Maine State Retirement System or electing to participate in the alternate plan, subject to statutory requirements governing the Maine State Retirement System and/or the rules governing Maine State Retirement. Any employee hired after the inception date of the alternate plan shall be required to participate in said alternate plan with the following terms and conditions:

- A. Contribution Levels: The City shall contribute eight (8) percent of the employee's gross earnings and the employee shall contribute six and one-half (6.5) percent of his/her 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 33

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 34

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 35
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 36
Duration**

1. This Agreement shall be effective July 1, 2017~~9~~ and shall continue in full force and effect until midnight the 30th day of June, 2019~~22~~.
2. In the event that collective bargaining pursuant to 26 MRSA shall not have been successfully completed prior to the expiration date above herein provided, the parties hereto specifically agree that the present contract shall remain in force until a new contract has been negotiated.
3. The parties have hereby caused their names to be subscribed by their duly authorized representatives as of July 17, 2017.

Local 656-06, AFSCME Council 93

City of Bangor, Maine
Bangor International Airport



Steve Lyons, AFSCME Council 93
Field Services Director



Catherine M. Conlow, City Manager



James Mackie, AFSCME Council 93



Richard Cromwell, Asst. City Manager



Bruce Buzzell, Local 656-06



Anthony Caruso, Airport Director



Brian Veneziano, Asst. Airport Director

APPENDIX A

Aircraft Mechanics

Effective 7/1/2019

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Full Time/Part Time	\$23.64	\$24.61	\$25.64	\$26.63	\$27.68	\$28.67	\$29.68	\$30.67	\$31.70	\$33.05	\$33.87

Effective 7/1/2020

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Full Time/Part Time	\$24.35	\$25.35	\$26.41	\$27.43	\$28.51	\$29.53	\$30.57	\$31.59	\$32.65	\$34.04	\$34.89

Effective 7/1/2021

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Full Time/Part Time	\$25.08	\$26.11	\$27.20	\$28.26	\$29.36	\$30.42	\$31.49	\$32.54	\$33.63	\$35.06	\$35.93

Note: Providing they qualify for an increase, employees hired after July 1, 1998 will be limited to a one step adjustment.

~~APPENDIX B
CITY OF BANGOR
EMPLOYEE AND EMPLOYEE FAMILY SICK LEAVE CERTIFICATION
FOR
(Print Employee's Name or Family Member)~~

~~This individual is employed by the City of Bangor. As such, he is engaged in rendering essential public services which have a direct effect on the health and welfare of the citizens of the City. His presence at work is required and necessary.~~

~~You are asked to certify if he is physically incapacitated from work of any kind. The following information is required before the employee can receive sick leave credit: (If applicable, the following information is also needed for the employee's spouse or children.~~

- ~~1. Date of examination;~~
- ~~2. Nature of illness (your diagnosis);~~
- ~~3. Major clinical findings (fever, blood count, etc.);~~
- ~~4. Medication and/or treatment prescribed;~~
- ~~5. Is the employee incapacitated to an extent which precludes him from doing work of any kind; — Yes — No~~
- ~~6. Beginning date of incapacity~~
- ~~7. Ending date or probable ending date of incapacity~~

~~(signature of examining physician)~~

APPENDIX B
Memorandum of Agreement
between
City of Bangor
and
AFSCME Council 93 and its Local 656-01 Aircraft Mechanics

Whereas the Parties have met and discussed temporary additional duties that mechanics will perform during their on duty work time and have reached agreement on the types and conditions under which they will perform these agreed to duties, the Parties agree to the following:

1. All sections of this agreement must comply with FAA regulations.
2. Aircraft Maintenance is the absolute priority for Aircraft Mechanic's and they will only be assigned to any of the agreed to list of temporary assignments when there is not any aircraft maintenance or any other duties for which they are responsible to be completed.
3. Management will provide and pay for any training and certifications necessary to perform the agreed to duties.

List of Duties

1. Tank Farm Assistance:
 - Painting piping
 - Assist with receiving fuel
 - Help perform quality control checks, such as Millpore testing of trucks and hydrants
 - Assist with new DOT compliance
2. Assist with maintenance coverage of new inline baggage system in the terminal.
3. Assist with passenger transport as needed.
4. Assist with deicing of aircraft.
5. Assist with fueling of aircraft ground service equipment such as tugs, belt loaders etc.
6. Assist with mutually agreed to special project(s).

~~This agreement will terminate on June 30, 2019 with the expiration of the current Collective Bargaining Agreement.~~

