

COLLECTIVE BARGAINING AGREEMENT

City of Bangor, Maine

Bangor International Airport

And

Aircraft Dispatchers

AFSCME

Local 926-07, Council 93

July 1, 2022
to
June 30, 2025

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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 926-07, 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 926-07, 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 Aircraft Dispatchers and Chief Aircraft Dispatcher employed by the City of Bangor and excluding 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. The 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. Except as may be specifically agreed to in the collective bargaining agreement, regular part-time employees shall not be eligible for the benefits herein including: holidays, sick leave, annual leave, health insurance, bereavement leave, military leave, jury duty leave, leaves of absence, or any other article/section that specifically refers to full-time employees.

ARTICLE 3: 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 (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, religion, sex, sexual orientation, age, physical or mental disability, genetic pre-disposition, color, ancestry 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 the 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 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 their 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 attached representational fee chart. The employee will be required to pay the following: The initial fee shall be paid before any proceedings will move forward.

ARTICLE 4: Checkoff

1. The City agrees to deduct the regular weekly Union dues, PEOPLE, and benefit premiums upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the City. The amounts to be deducted shall be certified to the 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, they must cancel such

deductions at any time upon written notice to that effect to the Human Resources Director of the City of Bangor.

4. 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 5: 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 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. 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 advance approval of management.

ARTICLE 6: 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
Washington's Birthday	Veterans Day
Memorial Day	Juneteenth
Independence Day	Labor Day
Thanksgiving Day	Friday following Thanksgiving Day
Christmas Day	

Eligible employees shall receive holiday pay computed by multiplying the employee's regular rate of pay by the number of hours in their regular scheduled workday.

2. Whenever any of the holidays listed above shall fall on a Saturday or Sunday, the preceding Friday or succeeding Monday shall be observed as the holiday. The City will comply with the State holiday schedule.
3. 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 Airport Director or designee upon review.
4. Employees who are scheduled to work the calendar date and who are not scheduled to work on the observed date shall be paid the appropriate holiday rate for the calendar date. Employees who work both the calendar and observed dates shall be paid holiday pay for the observed day only. **If an employee works a shift that overlaps on an observed holiday, the entire shift shall be paid at the holiday rate of pay, but limited to the equivalent of one shift.**
5. Part-time employees who work receive time and one half (1 1/2) for the following holidays: New Year's Day, Indigenous Peoples' Day, Martin Luther King, Jr. Day, Patriots' Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. **If an employee works a shift that overlaps on an observed holiday, the entire shift shall be paid at the holiday rate of pay, but limited to the equivalent of one shift.**

ARTICLE 7: Sick Leave

1. Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of their 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 their home or is hospitalized or other justified situations.
3. Sick leave shall be accrued at the rate of fifteen (15) days per year, accumulative to not more than one hundred and twenty (120) days. No employee shall receive credit for sick leave unless he notifies their job foreman or the City's representative at least one (1) hour or as soon as possible but not more than twelve (12) hours prior to the employee's scheduled 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 (1) hour period.
4. A maximum of forty (40) hours per-week will be paid for any employee on sick leave.
5. Sick leave shall be charged when an employee is confined due to an officially posted quarantine, when established by any official health agency which in itself prevents attendance at the place of work.
6. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under the sick leave policy will be subject to disciplinary action under Article 20 of this Agreement.
- ~~7. Sick leave may be used in emergency situations for attendance upon members of his family as listed in Article 9, Bereavement Leave, Section 1, of the Labor Agreement 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.~~

Sick leave may be used by an employee who needs to tend to an immediate family member, as listed in Article 9, 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.

8. The Department Head (Airport Director), or designee 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 their 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 be requested in advance 'in writing; however, if requested, certificate must be presented immediately, unless excused by the Department Head or designee, 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 Department Head or designee to review their use of sick leave.
9. 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, they 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.
10. Sick leave will not be paid when an employee is capable of performing available work in the department.
- ~~11. Sick leave will accrue but not be paid until a permanent employee has completed six (6) months of continuous service.~~
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 as it applies to the City, or is immediately eligible for retirement benefits pursuant to any other alternate retirement plan which may be offered in place of Maine State Retirement, the employee shall receive an amount equal to his salary at the time of their retirement for one-third (1/3) the number of days of accumulated unused sick leave to a maximum of forty (40) days.
13. Employees completing six (6) consecutive months of employment (January 1 - June 30 or July 1 - 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 Department Head or their designee in accordance with the needs of the Department and the preference of the employee.

ARTICLE 8: Annual Leave

1. Employees shall accrue two (2) weeks' vacation per year. ~~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.~~ Annual leave will accrue but will not be paid until the employee has completed one hundred and twenty (120) days of continuous 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 1/2) weeks' vacation on a weekly basis.
4. After fifteen (15) years of continuous service, employees shall begin to accrue four (4) weeks' vacation on a weekly basis.
5. After twenty (20) years of continuous service, employees shall begin to accrue five (5) weeks of vacation on a weekly basis.
6. An employee whose services are terminated within twelve (12) months after their initial full-time appointment shall not be deemed to have accrued any vacation leave.
7. Any unused vacation days may accrue from one (1) year to the next but no vacation leave shall accumulate in excess of six (6) weeks.
8. Requests for vacation leave will be made 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 Department Head (Airport Director) or designee. Two (2) full weeks' notice is necessary if pay is requested in advance.

ARTICLE 9: Bereavement Leave

1. Up to three (3) consecutive work days shall be allowed in the event of death in the immediate family. Immediate family shall mean father, mother, sister, brother, ~~spouse husband, wife~~, 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. 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, immediate family of the spouse shall mean, father, mother, sister, brother, ~~spouse husband, wife~~, child, step-parents, step-children 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.

ARTICLE 10: Military Leave

1. Military leave shall be made available to employees under the terms and conditions of applicable Federal and/or State Legislation. Any disputes as to rights under this provision are not arbitrable, but may be determined by a court of competent jurisdiction.
2. All employees who shall take military leave in accordance with this Article shall notify the Department Head or his 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.
4. Employees shall be paid the difference between the military pay and the City pay, if there is a difference.
5. Employees shall be allowed a leave of absence with pay for the period of such training not to exceed two (2) weeks annual training in any one (1) year. The amount of this compensation shall be the difference between their military and their regular salary as an employee of the City.

ARTICLE 11: Leaves of Absence

1. Eligibility Requirements:
 - a. Employees shall be eligible to apply for leaves of absence after one year of service with the Employer.
2. Application for Leave:
 - a. Response to a request for a leave of absence without pay shall be submitted in writing by the employee to the Department Head and Human Resources Director. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.
 - b. Authorization for a leave of absence without pay shall be furnished to the employee by the Department Head, and it shall be in writing. No personal leave of absence without pay will be granted until an employee has used all accrued vacation time.
 - 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, in accordance with the provisions of the Family and Medical Leave Act of 1993, shall be granted to the employee, upon request.
4. A request for a short leave of absence, leave not exceeding one (1) month, shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.
5. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall 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. 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 (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 14: Call Time

1. Any employee called in to work outside of their scheduled shift shall be paid a minimum of four hours (4) pay at time and one half the employees' regular rate of pay. This minimum does not apply to an employee called in who continues working on into their scheduled shift and does not apply to hours worked beyond the scheduled shift.

ARTICLE 15: Layoff and Recall

1. In the event of a layoff, employees shall be laid off in inverse order of seniority.
2. Recall shall be in the order of seniority. No vacant position shall be filled until any employee

on layoff shall be offered a job in the same position to the one from which they were laid off. Recalls shall be for one week's duration.

3. In the event of a layoff, employees will be given fourteen (14) calendar, days' notice or two week's pay.
4. It shall be the responsibility of any laid -off employee to keep the City apprised as to their 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 of receipt of notice and must return to work within five (5) working days of response or, if out-of-state, then ten (10) working days of response. Failure to respond within the above allotted time frame shall negate the individuals recall rights.
5. Employees hired after 07/01/97, who are laid off, will retain recall rights for twenty-four (24) months from the date of the original layoff. Employees hired prior to 7/1/97, will continue to have unlimited recall rights.

ARTICLE 16: Wages - Overtime

1. 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. Effective with the signing of this contract the position of Chief Dispatcher will take effect as well as the Chief Dispatch Wage Scale.
2. All employees covered by this Agreement shall receive one and one-half (1.5) 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.

If requested, employees will accumulate compensatory time at a rate of one (1) and one half (1/2) times the actual hours worked over forty (40) hours. Employees only accumulate up to eighty (80) hours per year. Compensatory time taken shall not be used to create overtime. Compensation shall not be taken during the same week in which it was earned.

3. "Hours worked" shall include: Regular Duty, Annual Leave, Holiday Pay (if a scheduled workday for individual employee), Sick Leave, Military Leave, Jury Leave, Workers' Compensation and Bereavement Leave.
4. "Hours worked" shall not include: nonscheduled holiday, compensatory time, and leaves of absence.
5. Pay checks will be issued on a weekly or bi-weekly basis.
6. Upon the anniversary date for pay purposes, employees shall be eligible to be advanced to a higher step in their rate range. Progression to a higher pay rate, as outlined in Appendix A, shall not be automatic but based on a performance rating in accordance with the current Performance Evaluation Manual. In order to be eligible for advancement, part-time employees must work a minimum of 1,040 hours between anniversary dates (12 months).
7. Any extra duty assignment caused by either an unscheduled or scheduled absence shall be first offered to part-time members of the bargaining unit and next to full-time members on a rotational seniority system basis.
8. Employees covered by this Labor Agreement will receive ~~4.5%~~ 1.5% effective 7/3/2022

7/1/2019, 2% effective 7/2/2023 7/1/2020, and 2% effective 6/30/2024 7/1/2021.

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

9. Part-time employees will be eligible to accumulate Earned Time Off (ETO) in accordance with Council Order# 02-279 which covers non-union part-time employees. The rules passed by the Council shall apply to individuals who qualify within this unit.

10. If an Aircraft Dispatcher is absent and the Part time Aircraft Dispatcher assumes all of the duties of the position, they he/she shall receive an additional stipend of three dollars per hour. This stipend will be effective when the Part time employee is filling an existing shift and working alone without supervision.

ARTICLE 17: Health Insurance

1. Effective January 1, 2022, the basic health insurance plan shall be the Cigna Access Plan (OAP 90% Plan) with the City and the employees paying the following amounts:

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

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

2. Contribution rates for the OAP-Low Option and the OAP 90% health insurance effective

January 1, 2016 shall be established by the following formula. For employees electing the 80% plan, the City will contribute the same dollar amount by coverage type contributed to the 90% plan, and the employee shall pay the difference.

	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, 2022 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 change insurance companies or to self-insure health insurance coverage benefits, provided the coverage or benefits are not decreased 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 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 limited to group health care providers, health care plan(s), coverage and benefits structure, premium costs and cost sharing formulas, ACA implications/impacts including the assessment of the so-called Cadillac Tax Penalty effective 1-1-2020, as well as other topics that may be specifically related to providing group health insurance coverage.

ARTICLE 18: Union Activities on City's Time and Premises

1. All employees covered by this Agreement who are officers of Local 926-07, 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 19: 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.
 - 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 Representative may be present.
 - e. Any disciplinary material placed in the employee's personnel file shall be dated, shown to the employee and the employee shall initial same, attesting only to the fact they have seen and is aware of the material being placed in their personnel file.

ARTICLE 20: 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 work days before becoming effective. Objections to any proposed work rules shall be made in writing to the Department Head who shall have the responsibility of reviewing any such objection and

making a final determination. Appeals from 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.

ARTICLE 21: 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 22: 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 toward probationary period.

ARTICLE 23: Health and 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.

ARTICLE 24: 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:

- 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 shop steward within fourteen (14) days following the day the grievance as received by them.

- c. Step 3:

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

3. 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 Labor Relations Connection (LRC). The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. Their decision shall be final and binding upon the parties hereto though subject to the usual appeal to Superior Court. The expenses of the arbitrator shall be borne equally by the parties.
4. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue their decision within thirty (30) days after conclusion of testimony and argument.
5. 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 to be made, it may cause 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.
6. 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 25: 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 Department Head (or designee) or the City Manager. Each employee by their signature shall acknowledge having been trained or having participated in such sessions if required.
2. In addition to the above, part-time and full-time employees who wish to supplement their education by taking job related courses may do so at City expenses with advanced written approval of the Department Head and the Human Resources Director. Any such appeal shall be based on the availability of funds. Such courses may not be taken during normal working hours unless so directed by the Department Head and the Human Resources Director. Reimbursement for the cost of such training shall be made by the City only after the course is satisfactorily completed.
3. 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 26: Workers' Compensation

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 annual duties of the position for which they were hired. If the physician determines the employee will not be able to return to their normal duties, then the employee shall apply for disability retirement or shall retire, if eligible to receive a retirement pension, whichever shall occur first.

ARTICLE 27: Emergencies

1. Any employee shall be permitted to leave immediately (without loss of pay and as long as a qualified replacement is available, if needed) on account of any emergency concerning their home or family upon request and with the approval of the Airport Director or designee, provided that they report within one (1) hour after taking leave, the amount of time that will be required to attend the emergency.

ARTICLE 28: Legal Aid

1. Whenever a City employee is named as a defendant in a civil or criminal prosecution as a result of acts performed by the employee within the scope of their employment by the City, the City shall, at the employee's request and at the City's expense:

- a. Provide a legal defense to the employee against the criminal charge or civil complaint; and.
 - b. Indemnify the employee for the amount of any enforceable criminal fine, civil penalty or civil 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 1, 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 waive any immunity or limitations on recovery under the Maine Tort Claims Act, 14 MRSA, Subsection 80101 et seq.

ARTICLE 29: Temporary Assignment

1. If any employee is temporarily assigned the duties of Chief Dispatcher, they shall be paid at a rate that is **seven and a half (7.5)** ~~five (5)~~ percent above their current rate of pay.

ARTICLE 30: Retirement

1. The City agrees to participate in the cost of pension payments which provide for the following, except as otherwise provided for in Section 2 of this Article:
- a. A retirement formula of 1/50
 - b. Retirement at one-half pay with 25 years of service - age 60
 - c. Reduced retirement with 25 years of service and under age 60
 - d. Minimum retirement allowance of \$100 per month with 10 years of service
2. The City shall continue to provide retirement benefits through the Maine State Public Employees Retirement System for all members of the bargaining unit who are regularly scheduled for more than twenty (20) hours per week until such time as an "alternate defined contribution plan" so-called shall be made available. At the time such alternate plan is in place and available, employees covered by this Agreement, who are participating in the Maine State Public Employees Retirement System, shall be provided the option of either continuing to participate in the Maine State-Public Employees Retirement System or electing to participate in the alternate plan, subject to statutory requirements governing the Maine Public State Retirement System and/or the rules governing Maine State Retirement. Any employee hired after the inception date of the current alternate plan shall be required to participate in said current alternative plan, except for any employee who is hired for less than 20 hours per week, who shall be required to participate in Social Security. The following terms and conditions apply to those employees participating in the defined contribution plan:
- A. Contribution Levels: The City shall contribute **nine (9)** ~~eight (8)~~ percent of the employee's gross earnings and the employee shall contribute six and one-half (6.5) percent of their gross earnings.
 - B. Vesting Period: Employees will be considered vested in the Plan after the

successful completion of one (1) year of service with the City.

- C. Disability Coverage: The City shall provide a long-term disability plan that provides for comparable benefits as currently available under the existing Maine State Retirement Plan.

ARTICLE 31: No Strike - No Lockout

- 1. 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.

ARTICLE 32: Savings Clause

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

ARTICLE 33: Bulletin Boards

- 1. The City shall permit the reasonable use of 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.

ARTICLE 34: Duration

- 1. This Agreement shall become effective July 1, 2022 and shall continue in full force and effect until midnight the 30th day of June, 2025.
- 2. In the event that collective bargaining pursuant to 26 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.
- 3. The parties have hereby caused their names to be subscribed by their duly authorized representatives.

Local 656-06, AFSCME Council 93

City of Bangor, Maine
Bangor International Airport

Steve Lyons, AFSCME Council 93
Field Services Director

Deborah Laurie, City Manager

John Nuttall, AFSCME Council 93

Courtney O'Donnell, Asst. City Manager

Leif Feige, Local 656-06

Anthony Caruso, Airport Director

Evan Thomas, Asst. Airport Director

APPENDIX A

Effective July 1, 2020

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Lead	\$24.98	\$26.24	\$27.54	\$28.23	\$28.05	\$29.66	\$30.40	\$31.16	\$31.04	\$32.73	\$33.55
Full Time	\$22.52	\$23.63	\$24.82	\$25.42	\$26.06	\$26.72	\$27.38	\$28.08	\$28.78	\$29.47	\$30.23
Part Time	\$14.20	\$14.91	\$15.63	\$16.04	\$16.45	\$16.87	\$17.27	\$17.70	\$18.14	\$18.60	\$19.06

Effective July 1, 2021

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Lead	\$25.48	\$26.77	\$28.09	\$28.80	\$29.53	\$30.25	\$31.00	\$31.70	\$32.58	\$33.38	\$34.23
Full time	\$22.97	\$24.10	\$25.31	\$25.92	\$26.58	\$27.26	\$27.93	\$28.64	\$29.36	\$30.06	\$30.84
Part Time	\$14.49	\$15.21	\$15.95	\$16.36	\$16.78	\$17.20	\$17.61	\$18.06	\$18.50	\$18.98	\$19.44

Effective 7/3/2022											
Chief Dispatcher	\$26.63	\$27.97	\$29.35	\$30.10	\$30.86	\$31.61	\$32.40	\$33.22	\$34.05	\$34.88	\$35.77
Full Time	\$24.00	\$25.18	\$26.45	\$27.09	\$27.78	\$28.49	\$29.19	\$29.93	\$30.68	\$31.41	\$32.23
Effective 7/2/2023											
Chief Dispatcher	\$27.16	\$28.53	\$29.94	\$30.70	\$31.48	\$32.24	\$33.04	\$33.88	\$34.73	\$35.58	\$36.49
Full Time	\$24.48	\$25.69	\$26.98	\$27.63	\$28.33	\$29.06	\$29.77	\$30.53	\$31.29	\$32.04	\$32.87
Effective 6/30/2024											
Chief Dispatcher	\$27.70	\$29.10	\$30.54	\$31.31	\$32.11	\$32.89	\$33.70	\$34.56	\$35.42	\$36.29	\$37.22
Full Time	\$24.97	\$26.20	\$27.52	\$28.18	\$28.90	\$29.64	\$30.37	\$31.14	\$31.92	\$32.68	\$33.53