

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF BANGOR, MAINE

AND

AIRPORT AND BUILDING MAINTENANCE UNIT

LOCAL 656-06, COUNCIL NO. 93

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

JULY 1, 20189 TO JUNE 30, 201922

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ARTICLE 1

Preamble

1. In order to increase the general efficiency in the City and to promote the morale, fair and equitable treatment, equal rights, well-being and security of its employees, and to promote the public health, safety, and welfare of the citizens the City of Bangor, through its City Council, hereinafter referred to as the "City" and Local 656 – 08, Council No 93, American Federation of State County and Municipal Employees, AFL-CIO herein after referred to as the "Union", herein bind themselves in mutual Agreement as follows:

ARTICLE 2

Recognition

1. The City recognizes Local 656 – 06, Council No. 93, AFL-CIO, American Federation of State County and Municipal Employees, as the sole and exclusive bargaining agent for the Bangor International Airport Maintenance Technician, Airport Maintenance Technician Duty Officer, Airport Technician/Electrician, Building Maintenance Technician/Master Plumber/Technician Heating system, Assistant Building Maintenance Supervisor and Airport Maintenance Technician /Master Electrician, Building Maintenance Technician, and Building Maintenance Technician II employed by the City of Bangor, and excluding all other employees of the City of Bangor, for purposes of establishing salaries, wages, hours and other conditions of employment.
2. Union will be notified in writing of any new position that may have a community of interest with the bargaining unit. Notification will be at the time of posting.

ARTICLE 3

Union Security-No Discrimination by Parties

1. Employees covered by this agreement shall have the right to join the Union or refrain doing so. No employee shall be favored or discriminated against by either the City or the Union because of 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, gender, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the agreement.
5. 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 members of the Union.
8. The City and the Union recognize membership in the union as not compulsory, but the union has the legal duty to represent all members of the bargaining unit. Therefore, it is agreed that employees present who choose not to belong to the union shall within thirty (30) days from the date of signing this agreement and future employees within thirty (30) days of completion of the probationary period shall choose one of the following options: be subject to one of the following options:
 - a. Sign a written deduction form supplied by the Union authorizing payroll deduction of full union dues or fare 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 any issue on the part of the employee the shall pay per the attached representational fee chart[CR1]. ~~employee will be required to pay the following:~~ The initial fee shall be paid before any proceedings will move forward.
 - i. An initial fee of one thousand dollars (\$1,000.00) before any proceedings begin.

- ~~ii. An hourly rate of two hundred and fifty dollars (\$250.00) for representation by the Union's attorney.~~
- ~~iii. An hourly rate of one hundred and twenty five dollars (\$125.00) for representation by a Staff Representative.~~
- ~~iv. An hourly rate of one hundred dollars (\$100.00) for research.~~
- ~~v. An hourly rate of seventy five dollars (\$75.00) for office staff support.~~
- ~~vi. 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. It will be the responsibility of the Local President or their designee to track and acquire the signatures of non-members for release statements agreeing to payment schedule.
10. 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 and benefit premiums upon receipt of signed authorization from members of the union on forms supplied by the Union and satisfactory to the City. The amounts to be deducted shall be certified to the Human Resources Manager by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer.
2. The City shall forward all such dues so collected to the AFSCME Council 93 Augusta office on or before the 15th day of the following month. For deductions of benefit premiums AFSCME Council 93 shall provide the City with the address of the company providing the benefit and the deductions shall be mailed directly to them. The Union shall indemnify and save the City harmless against any and all claims and suits which may arise by reason of any action taken in making such deductions and remitting the same to the Union pursuant to this section.
3. In the event any employee subject to the provisions of this agreement is promoted to a position within the Airport Department or is transferred to another position within the City's governmental structure which is not included in the Bargaining Unit, he must cancel such deductions at any time upon written notice to that effect to the Human Resources Manager or the City of Bangor.

4. The written authorization for payroll deductions of union membership dues shall be irrevocable during the term of this agreement except that an employee may revoke the authorization effective upon expiration date of this agreement. Any employee may, within 30 days prior to the expiration of this agreement, notify the Human Resources Manager in writing that the dues deduction authorization as a Union member is to be canceled upon expiration of this Agreement.

ARTICLE 5

Hours of Work

1. It is understood that the operation of the Airport is a twenty-four (24) hours, seven (7) days per week coverage. The normal workweek shall be forty (40) hours. Normal Day Shift hours are 07:00 to 15:30, Monday through Friday. For employees (Duty Officers) who are assigned to work schedules that require seven (7) days a week and/or twenty-four hours a day coverage, the City shall make every effort to schedule days and hours off consecutively. The parties agree that the needs and operational requirements of the Airport come first in any assigned work schedule, with the provision that such work schedules will not be done arbitrarily, capriciously or discriminatorily.
2. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. These work shifts shall be made known to the employees and not changed without notice to the employee of at least fourteen (14) calendar days prior to the date the change is to be effective. Changes in the work schedules shall not be made arbitrarily or capriciously and shall be made only to meet the operational needs of the Airport.

In the event the Department Head or designee wishes to schedule a four-day workweek consisting of four (4) ten (10) hour days, it shall be scheduled only with volunteers. Employees who volunteer for the four (40) day workweek will be scheduled in accordance the above-mentioned work schedule. Weather permitting, it shall begin the first 1st week in May and will end the third 3rd week in September.

3. The fourteen (14) days' notice will be waived if emergency or unforeseen business developments preclude the possibility of such notice. This shall include changes and/or revisions cause by FAA (Federal Aviation Administration) Regulations
4. For payroll purposes, the workweek will begin at 0001 on Sunday and end at 2400 Saturday.
5. The swapping of shifts will be in accordance with Fair Labor Standards Act (FLSA) regulations and with the approval of management.

6. During the Day Shift, it is intended the schedule fifteen (15) minute paid breaks shall be from 9:00 to 9:15 and 14:00 to 14:15. In order to meet the operational needs of the airport, scheduled breaks may be rescheduled and/or staggered by management. During snow plowing/removal operations, the paid breaks shall be scheduled at the discretion of the Airfield Maintenance Supervisors and/or the Snow Boss.
7. The unpaid thirty (30) minutes lunch break may be scheduled by the Airport by assigning employees to a specified lunch break between 11:00 to 12:00. The lunch break may be staggered to provide coverage during the entire lunch period. During snow plowing/removal operations, the lunch break may be scheduled at the discretion of the Airfield Maintenance Supervisors and/or the Snow Boss.
8. In the event that snow plowing operations commence, ordinarily November 1 to March 31, the Airport reserves the right to split shifts as it has customarily done in the past. When necessary the Airport may assign employees to twelve (12) hour shifts. In the event the employees will be allowed an additional fifteen (15) minute paid break.
9. In order to staff the evening shift, the Airport will first consider qualified volunteers. If there are no volunteers or if sufficient volunteers are not available for the evening shift, the Airport reserves the right to assign a sufficient number of qualified employees to the shift. This will be accomplished by assigning the junior employee and continuing up the seniority roster until sufficient qualified employees are available to properly staff the shift. During snow plowing operations, the paid breaks and unpaid lunch break shall be scheduled at the discretion of Management and/or the Snow Boss.
10. Management shall assign the Duty Officers to a schedule, which could rotate to provide coverage for weekends and holidays. They must be available and on call for emergency situations which require immediate attention. To that end they shall receive two hundred and forty (\$240.00) dollars as a stipend for the on call services. If additional coverage is required, Management will assign employees by using a rotating seniority list.
11. In the event that the Airfield Maintenance Supervisor and/or Assistant Airfield Maintenance Supervisor are absent for three and one half (3 ½) hours or more during snow plowing/removal operations or other operational needs, he will assign an acting supervisor. Employees will receive three dollars (\$3.00) per hour in addition to his regular hourly rate for all hours worked when acting as a supervisor. The rate of four dollars and fifty cents (\$4.50) will apply only when the hours worked as supervisor are overtime hours.
12. In the event that the Building Maintenance Supervisor and/or Building Maintenance Technician, are absent for three and one half (3 ½) hours or more he/she will assign an

acting supervisor. Employees will receive three dollars (\$3.00) per hour in addition to his regular hourly rate for all hours worked when acting as supervisor. The rate of four dollars and fifty cents (\$4.50) will apply only when the hours worked as supervisor are overtime hours.

13. An employee called into work outside his regular scheduled work day shall be granted a thirty (30) minute paid lunch period after working five (5) hours and shall be furnished an additional thirty (30) minute paid meal period every five (5) hours thereafter while he continues to work.

ARTICLE 6 **Holidays**

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

New Year's Day	Columbus Day
Martin Luther King Day	Patriot's Day
Washington" Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday following
Labor Day	Thanksgiving Day
Christmas Day	

Eligible full time employees shall receive holiday pay computed by multiplying the employee's regular rate of pay by the number of hours in their regular workday. Employees will receive holiday pay up to total hours of one normal shift, if the shift is partially scheduled on the day before or after the holiday.

2. Whenever any of the holidays listed above shall fall on a Saturday or Sunday, the preceding Friday or succeeding Monday shall be observed as the holiday. The City will comply with the State holiday schedule. The observed date is to be considered the holiday for pay purposes.
3. In order to be eligible for holiday pay, the employee must have worked the last scheduled workday before the holiday and the next scheduled workday after the holiday, unless excused by the Department Head or designee.

4. Employees who are scheduled to work the calendar date and who are not scheduled to work on the observed date shall be paid the appropriate holiday rate for the calendar date. Employees who work both the calendar date and the observed dates shall be paid holiday pay for the observed date only.
5. Part-Time employee's covered by this agreement will receive time and one half if they work on the following nine (9) observed holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

ARTICLE 7

Sick Leave

1. Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay if accrued.
2. For the purposes of this Agreement, sick leave shall only include those instances when an employee is confined by illness to 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 Department Head or designee at least one (1) hour or as soon as possible but not more than twelve (12) hours prior to the employee's scheduled workday. This shall not apply to employees who are out on extended illness. Exceptions to this requirement will only be allowed when an unforeseen emergency arises during said one (1) hour period.
4. A maximum of forty (40) hours per week will be paid for any employee on sick leave.
5. Sick leave shall be charged when an employee is confined due to an officially posted quarantine, when established by any official health agency which 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 emergencies for attendance upon members of the employees immediate 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, with the approval of the Airport Director or the Superintendent of Operations additional days may be approved for extraordinary circumstances.

8. The Human Resources Manager and/or Department Head may require as a condition precedent to the payment of sick leave a certificate to be completed by a qualified physician certifying as to the conditions of the men. No physician's certificate will be required unless it is requested in advance in writing; however if requested, certificate must be presented immediately, unless excused by the Department, after employee has returned to work. 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 and AFSCME Staff Representative. Failure to produce a doctor's certificate, once an employee is posted, may lead to disciplinary action in accordance with Article 20, Discipline and Discharge, being taken against and employee.
9. Sick leave will not be paid when an employee is capable of available work in the department. Employees will not be questioned as to the reasons for the use of sick time.
10. Sick leave will accrue but not be paid until a permanent employee has completed six (6) months of continuous service.
11. 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 Public Employees Retirement System or the current 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.
12. 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 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.
13. Employees will be allowed one (1) two hour doctor's or dental appointment for each six (6) month period of (January 1 to June 30 or July 1 to December 31) which will not impact their bonus day eligibility for that time period. The appointment must be verified by the employee in order to qualify for this exemption.

14. Employee's estate will receive the Employee's accrued sick leave upon the death of the employee.

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 or designee may grant up to one (1) week of vacation after completing six (6) months of continuous permanent service.
2. After six (6) years of continuous service, employees shall begin to accrue three (3) weeks' vacation on a weekly basis.
3. After eleven (11) years of continuous service, employees shall begin to accrue three and one half (3 ½) weeks of vacation on a weekly basis.
4. After fifteen (15) years of continuous service, employees shall begin to accrue four (4) weeks' vacation on a weekly basis.
5. After twenty (20) years of continuous service, employees shall begin to accrue five (5) weeks' vacation on a weekly basis.
6. An employee whose services are terminated within twelve (12) months after 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 in writing at least two weeks prior to the intended vacation. Choice of vacation periods shall be granted to employees on a first come first serve basis. The Division Head or designee, 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, if requested by the employee. This article shall not prevent the Division Head or designee from granting vacation if the employee requests such vacation with less than two (2) weeks' notice,

providing there is sufficient manpower available to meet the operational needs of the airport.

9. All vacation leave privileges shall be with the approval of the Department Head 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, husband, wife, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parents, step-child, step-sister, step-brother, grandparents, grandchild and other relatives living in the same household. In addition, Airport Director may grant an additional day where distance of unusual circumstances are a factor. Said additional day shall not be arbitrarily or capriciously denied. One of the above three (3) days may be used event of a spring burial. If more than three (3) days are needed, the employee may utilize any available family sick days as per Article 7, Section 7 with approval of the Human Resources Manager.

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

ARTICLE 10 **Military Leave**

1. Military leave shall be available to employees under the terms and conditions of applicable federal and/or State Legislation. Any disputes as to rights under this provision are not arbitrable, but may be determined by a court of competent jurisdiction.
2. All employees who shall take military leave in accordance with this Article shall notify their Division Head within forty-eight (48) hours after being notified by their military supervisors as to the dates they will be required to undergo field training.
3. Employees will continue to accrue sick leave and vacation leave while on military leave.
4. Employees shall be paid the difference between the military pay and the City pay, if there is a difference.
5. Employees shall be allowed a leave of absence with pay for the period of such training not to exceed two (2) weeks of annual training in any one (1) year. The amount of this

compensation shall be the difference between his/her military pay and his/her regular salary as an employee of the City. If his/her compensation by the military is equal to or greater than his/her regular City salary, no additional City payment will 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 employee desires.
- b. Authorization for a leave of absence without pay shall be furnished to the employee by the Division Head, and it shall be in writing. No personal leave of absence without pay will be granted until an employee has used all accrued vacation time.
- c. Any request for leave of absence shall be answered promptly. Requests for immediate leave (for example family sickness or death) shall be answered before the end of the shift on which the request is submitted.

3. Medical Leave:

- a. A medical leave of absence without pay, in accordance with the provisions of the Family and Medical Leave Act of 1993, shall be granted to the employee, upon request.

4. A request for a short leave of absence, leave not exceeding one (1) month, shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

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

ARTICLE 12

Jury Duty

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

ARTICLE 13

Seniority

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

ARTICLE 14

Transfers

1. If a vacancy occurs within this bargaining unit, the Airport Director will determine if there is a need to fill the vacancy. If he/she determines not to fill the vacancy, he/she will notify the Union in writing of his/her decision and the reason(s) for not filling the vacancy. If the Airport Director determines that the vacancy must be filled, he/she will have the position posted for five (5) working days. Bargaining Unit employees may apply in writing expressing their interest in the position. Qualified internal employees within the division will be given first consideration. If the Airport Director determines that there are no qualified applicants available to fill the vacancy, he/she will inform those employees who have applied of his decision. At the Airport Director's option he/she may decide to train a senior employee to

fill the vacancy or advertise the position after the internal posting. A vacancy as expressed by this language will be caused by a retirement, promotion, resignation or disciplinary termination.

ARTICLE 15

Call Time

1. Any employee called in to work outside of his scheduled shift shall be paid ~~as follows: from 2200 to 0600~~ a minimum four (4) hours **at time plus one-half their rate of pay** ~~and all other hours will be paid a minimum of three (3) 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. Employees who are called during non-working hours to resolve work related issues shall receive a minimum of one (1) hours pay at time plus one-half their rate of pay for each call. If they are not able to resolve the issue from home and are required to travel to the facility the provisions of sub-section 1 of this Article shall prevail.
3. Due to his experience and qualifications the Building Maintenance Technician/Master Heating and Master Plumber will be entitled to the following stipends one hundred and fifty (\$150.00) dollars for remaining on call and available for emergency situations.
4. Due to his experience and qualifications the Airport Maintenance Technician/Master Electrician will be entitled to one hundred and fifty (\$150.00) dollars for remaining on call and available for emergency situations.

ARTICLE 16

Layoff and Recall

1. In the event of a layoff due explicitly to lack of work, employees shall be laid off by in the inverse order of seniority.
2. Recall shall be in the order of seniority. No vacant position shall be filled until any employee on layoff due to lack of work be offered a job a job in the same position to the one from which he was laid off. Recalls shall be for one week's duration.

3. In the event of a layoff, full-time employees will be given fourteen (14) calendar days' notice and two weeks' pay.
4. It shall be the responsibility of any laid-off employee to keep the City apprised as to his/her address for the purposes of notification pursuant to this article. An attempt will be made to notify laid-off employees by telephone for recall purposes. Whether the attempt is successful or not, employees will be notified by certified mail. Employees must respond within three (3) working days of receipt of the notice and must return to work within five (5) working days of response or, if out-of-state, then ten (10) working days of response. Failure to respond within the above allotted time frame shall negate the individuals recall rights.
5. The City's responsibility to recall employees on layoff shall be limited to twenty-four (24) months from the date of the original layoff.

ARTICLE 17 Wages – Overtime

1. Current employees shall be compensated in accordance with the wage schedules attached to this agreement and marked Appendix A. The attached wage schedules shall be considered part of this Agreement.
2. All employees covered by this agreement shall receive one and one half (1 ½) times their regular hourly rate of pay for all "hours worked" in excess of forty (40) hours in a payroll week as described in paragraphs 3 and 4.
3. "Hours worked" shall include: Regular Duty, Annual Leave, Bereavement Leave, Holiday Pay (if a scheduled workday for individual employee), Sick Leave, Military Leave, Jury Duty and Worker's Compensation.
4. "Hours worked" shall not include nonscheduled holiday, leaves of absences ~~or comp time.~~
5. Pay checks will be issued on a weekly basis.
6. Upon the anniversary date for pay purposes, employees shall be eligible to be advanced to a higher step in their rate range. Progression to a higher pay rate, as outlined in Appendix A, shall not be automatic but base on a performance rating in accordance with the current Performance Evaluation Manual. Anniversary date shall be defined as the date the employee assumed their new classification.

7. It is understood by the parties that the current practice of overtime distribution will continue for the duration of this agreement.
8. Employees will accumulate Compensatory Time at a rate of one (1) and one half (1/2) times the actual hours worked over forty (40) hours. Compensatory time taken shall not be used to create overtime. Compensatory time shall not be taken during the same week in which it was earned.
9. Employees will allowed to accumulate up to eighty (80) hours of compensatory time off.
10. Employees who are required to maintain a valid State of Maine C.D.L. driver's license shall be paid an additional twenty five (.25) cents per hour.
11. Employees who volunteer to load and unload aircraft shall be paid and additional three (3.00) dollars per hour in addition to their regular rate of pay for a minimum of two (2) hours.
12. Effective 07/01/18 wages will be adjusted one (1.5%) percent. Effective 07/01/2020 wages will be adjusted two (2%). Effective 07/01/2021 wages will be adjusted two (2%).
13. Employees who hold Certification will receive one dollar per hour stipend when spraying chemicals.

ARTICLE 18
Health Insurance

Section 1. Effective January 1, 2018 the basic health insurance plan shall be the Cigna Open Access Plan (OAP 90% Plan) with the City and employees paying the following amounts:

1/1/2018 Health Insurance Rates

	Employee	Employer	Total
Lower Option Plan			
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%

<u>Family, 2 Person</u>	<u>\$230.14</u>	<u>\$472.35</u>	<u>\$702.48</u>
<u>Single Parent</u>	<u>\$140.16</u>	<u>\$319.19</u>	<u>\$459.35</u>
<u>Single</u>	<u>\$76.37</u>	<u>\$193.88</u>	<u>\$270.25</u>

Open Access Plus 90%

<u>Family, 2 Person</u>	<u>\$157.45</u>	<u>\$472.35</u>	<u>\$629.80</u>
<u>Single Parent</u>	<u>\$92.67</u>	<u>\$319.19</u>	<u>\$411.86</u>
<u>Single</u>	<u>\$48.47</u>	<u>\$193.88</u>	<u>\$242.35</u>

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

Section 2. Contribution rates for the OAP-Low Option and the OAP 90% health insurance plans effective January 1, 2018, shall be established by the following formula. For employees selecting the 80% Plan, the city will contribute the same dollar amount by coverage type contributed to the 90% Plan, and the employee shall pay the difference.

Section 3. Annual increases to the prior year's Health Insurance Rates will be equally shared, 50% employer responsibility and 50% employee responsibility, when calculating the employer and employee contribution amounts.

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

Section 5. 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.

~~±~~ Section 6. 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.~~

The City maintains the right to change insurance companies or to self-insure health insurance coverage benefits provided that the coverage or benefits are ratified by the Union.

Section 7. Given the overall cost associated with providing group health insurance coverage, the continuing rise in health insurance premium cost to both the City and employees, and the recent

implementation of the federal Patient Protection and Affordable Care Act (ACA), the parties agree without reservation to re-open the Health Insurance article during the term of this agreement to meet, discuss and negotiate group health insurance topics, including but not limited to group health care providers, health care plan(s), coverage and benefit structure, premium costs, sharing formula, ACA implications/impact including the assessment of the so-called Cadillac Tax Penalty effective 1-1-20, as well as other topics that may be specifically related to providing health insurance coverage.

ARTICLE 19

Union Activities on City's Time and Premises

1. All employees covered by this Agreement who are officers of Local 656-06, Council No. 93, American Federation of State, County and Municipal Employees, AFL-CIO shall be allowed time off with pay for official Union business with representatives of management upon appointment, providing there is sufficient manpower available to cause no interference with departmental operations. It is understood and agreed that all employees have productive work to perform and will not leave their jobs during work hours to attend to Union matters except as provided above and except when the steward is investigating a grievance and only with the approval of the Division Head.

ARTICLE 20

Discipline and Discharge

1. Discipline:
 - a. Disciplinary action shall include only the following but not necessarily in order:
 - Oral Reprimand
 - Written Reprimand
 - Reduction in Step (limited to one (1) step per offense)
 - Suspension (notice to be given in writing)
 - Discharge (notice to be given in writing)
 - b. Disciplinary action may be imposed upon an employee only for failing to fulfill 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.

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. Accommodations

If employees lose their driver's license for up to ninety (90) days and it impacts the performance of their duties, other accommodations will be made so the employees can continue to work. If employees lose their 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.

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.
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 22
Management Rights

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

ARTICLE 23
Probationary Period

1. All appointments shall be made for a probationary period of 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 approved by the Airport Director. If parties cannot agree on any safety related equipment, then it shall be settled through the grievance procedure.
2. The employer and employees shall maintain a safe and healthful working environment and shall observe and will comply with all applicable safety and health laws.
3. The parties agree that they will equally share the cost of uniforms. Upon expiration of vendor contract, there will be a joint labor/management committee, with one union member on it, to discuss and decide on uniform changes.
4. Employees will be provided with a Field Purchase Order once per year for the purchase of Safety Footwear. Effective 7/1/2018 ~~one hundred and eighty five (\$185.00)~~ **two hundred (\$200.00)** dollars will be provided for the purchase of safety footwear. **These PO's will be available October 1 of each year.** Rubber boots will be provided by the Division.

Employees may carry over this amount one year to the next.

5. Safety Eyewear
 - a. Refer to appendix B for policy.
6. The Division Supervisor will evaluate any additional requests for prescription safety eyewear on a case by case basis, at his discretion, he may approve an additional pair.

7. The City will select a licensed Optometrist who will provide safety eyewear services. The City will not pay for any routine eye exams. Employees who prefer not to use the Optometrist selected by the City will not receive reimbursement for any expenses, which may incur.

ARTICLE 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 ten (10) business days after the occurrence of the alleged grievance, present the grievance in writing to the Airport Director, or his/her designee. The Airport Director shall meet with the aggrieved party or parties in an effort to resolve the grievance. His/her written decision shall be made to the party or parties within ten (10) business days from the date of his/her receipt of the grievance.

4. Step 2:

If the decision of the Airport Director is not satisfactory, the Union may submit the grievance, in writing, to the Labor Relations Officer, his designee or the City Manager within ten (10) business days after receipt of the decision of the Airport Director. The Labor Relations Officer, his designee 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 ten (10) business days following the day the grievance was received by him.

5. Step 3:

If the grievance is still unsettled, either party may, within ten (10) calendar days after the reply of the Labor Relations Officer or City Manager, by written notice to the other, request arbitration.

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

6. The arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the Union within ten (10) calendar days after notice has been given. If the parties fail to select an arbitrator, either party may request the assignment of the Labor Relations Connection

(LRC) in accordance with the rules of said Association then in full force and effect. Thereafter, arbitration shall be had in accordance with the rules of the Labor Relations Connection (LRC). The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. 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 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. In the event that the employer does not respond within the time limits provided, the Union shall proceed to the next step. However, time limits may be extended by mutual written agreement.

ARTICLE 26

Training

1. As a condition of employment at City expense, each employee shall attend and participate in all training sessions or courses as may be directed by the Airport Director or his designee. Each employee by his signature shall acknowledge having been trained or having participated in such sessions if required.
2. In addition to the above, employees who wish to supplement their education by taking job related courses may do so at City expense with the advance written approval of the Airport Director or his designee. Such courses may not be taken during normal working hours unless so directed by the Airport Director. Reimbursement for the cost of such training shall be made by the City only after the course is satisfactorily completed.
3. The City shall be responsible for providing any training required by the FAA. This shall include any related expenses.
4. Training will be made available within the division in this sequence, qualified full-time employees and then qualified part-time employees in accordance with the business needs of the Airport.

5. The City agrees to continue the current practice of compensation when employees are sent for training. If travel is undertaken per management request, travel time will result in "comp time" on an hour for hour basis. If travel is on a voluntary basis, no "comp time" will accrue. In both cases, hours "worked" will be compensated for on an (8) hour per day basis. All other time spent away is not compensated for.

ARTICLE 27

Workers' Compensation

1. Workers' Compensation insurance covered for members of this bargaining unit will be in accordance with Maine State Law.
2. After one (1) year from the date of initial injury, the employee shall be examined by a physician mutually acceptable to the City and to the employee for the purpose of determining if the employee will regain the ability to perform the normal duties of the position for which 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 reports 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:
 1. provide a legal defense to the employee against the criminal charge or civil complaint; and
 2. indemnify the employee for the amount of any enforceable criminal fine, civil penalty or civil judgment imposed or obtained, including costs and attorney's fees awards.
2. Legal defense and indemnification provided under this Article shall be in accordance with Chapter I, Article 7, Laws and Ordinances of the City of Bangor, in force on the date of executive

of this Agreement. Nothing in this Article shall be deemed to waive any immunity or limitations on recovery under the Maine Tort Claims Act, 14 MRSA, §8101 et seq.

ARTICLE 30 Retirement

1. The City agrees to participate in the cost of pension payments which provide for the following, except as otherwise provided for in Section 2 of this Article:
 - a. A retirement formula of 1/50.
 - b. Retirement at one-half pay with 25 years of service – age 60.
 - c. Reduced retirement with 25 years of service and under age 60.
 - d. Minimum retirement allowance of \$100 per month with 10 years of service.

2. The City shall continue to provide retirement benefits through the Maine Public Employees Retirement System for all members of the bargaining unit who are regularly scheduled for more than twenty (20) hours per week until such time as an “alternate defined contribution plan” so-called shall be made available. At the time such alternate plan is in place an available, employees covered by this Agreement, who are participating in the Maine Public Employees Retirement System, shall be provided the option of either continuing to participate in the Maine Public Employees Retirement System or electing to participate in the alternate plan, subject to statutory requirements governing the Maine Public Employees Retirement System and/or the rules governing Maine Public Employees Retirement State Retirement System. Any employee hired after the inception date of the current alternate plan shall be required to participate in said current alternate plan with the following terms and conditions:

3.
 - 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 31

No Strike – No Lockout

1. The City, its representatives and the local, its officers, representatives and members shall abide by the Municipal Public Employment Labor Relations Act of the State of Maine, in effect the date this contract was signed.

ARTICLE 32

Savings Clause

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

ARTICLE 33

Bulletin Boards

1. The City shall permit the reasonable use of bulletin boards by the Union for the posting of notices of a non-controversial nature relating to Union business. City material and Union material shall be on separate bulletin boards.

ARTICLE 34
Duration

1. This Agreement shall be effective July 1, 20189 and shall continue in full force and effect until midnight the 30th day of June, 201922.
2. In the event that collective bargaining pursuant to 26 MRSA shall not have been successfully completed prior to the expiration date above herein provided, the parties hereto specifically agree that the present contract shall remain in force until a new contract has been negotiated.
3. The parties have hereby caused their names to be subscribed by their duly authorized representatives.

Local 656-06, AFSCME Council 93

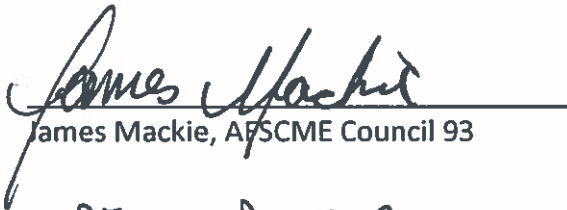
City of Bangor, Maine
Bangor International Airport



Steve Lyons, AFSME Council 93
Field Services Director



Catherine M. Conlow, City Manager



James Mackie, AFSCME Council 93



Richard Cromwell, Asst. City Manager



Richard Peabody, Local 656-06



Anthony Caruso, Airport Director



Reggie Coulombe, Local 656-06



Curt Davis, Manager of Operations

Appendix A (Wages)

Grade 1 = Airport Maintenance Technician Heating System & Master Electrician, Assistant Building Maintenance Supervisor

Grade 2 = Airport Maintenance Technician, Building Maintenance Technician, Airport Maintenance Technician/Electrician, Building Maintenance Tech II/Carpenter, Building Maintenance Technician/Heating, Building Maintenance Technician/Electrical

Grade 3 = Airport Maintenance Technician, Building Maintenance Technician II

2019

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 1	\$22.18	\$22.73	\$23.31	\$23.87	\$24.47	\$25.09	\$25.72	\$26.37	\$27.02	\$27.70	\$28.40
Grade 2	\$18.59	\$19.09	\$19.55	\$20.06	\$20.55	\$21.07	\$21.59	\$22.14	\$22.68	\$23.26	\$23.81
Grade 3	\$17.29	\$17.72	\$18.15	\$18.58	\$19.07	\$19.53	\$20.03	\$20.51	\$21.03	\$21.55	\$22.10

2020

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 1	\$22.62	\$23.18	\$23.78	\$24.35	\$24.96	\$25.59	\$26.23	\$26.90	\$27.56	\$28.25	\$28.97
Grade 2	\$18.97	\$19.47	\$19.94	\$20.46	\$20.96	\$21.49	\$22.02	\$22.58	\$23.13	\$23.73	\$24.29
Grade 3	\$17.63	\$18.08	\$18.51	\$18.96	\$19.45	\$19.92	\$20.43	\$20.92	\$21.45	\$21.98	\$22.54

2021

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Grade 1	\$23.07	\$23.64	\$24.26	\$24.84	\$25.46	\$26.10	\$26.76	\$27.44	\$28.11	\$28.82	\$29.55
Grade 2	\$19.35	\$19.86	\$20.34	\$20.87	\$21.38	\$21.92	\$22.46	\$23.03	\$23.59	\$24.20	\$24.77
Grade 3	\$17.98	\$18.44	\$18.88	\$19.34	\$19.84	\$20.32	\$20.83	\$21.34	\$21.88	\$22.42	\$22.99

Appendix B (Safety Eyewear)

AIRPORT - PRESCRIPTION SAFETY EYEWEAR POLICY

1.0 PURPOSE

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

2.0 POLICY

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

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

For a complete set of frames, lenses, and side shields:

\$175.00 per pair

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

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

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

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

(b) Current City Vendors

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

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

2.5 The airport shall not pay for prescription sunglasses.

3.0 RESPONSIBILITY FOR REVIEW

The Airport Director, or his/her designee, shall periodically review this policy.

Anthony P. Caruso Jr., C.M.

Airport Director

Effective Date: 03/08/2011

Revision Date: 07/30/2018

