

# **COLLECTIVE BARGAINING AGREEMENT**

City of Bangor, Maine  
Bangor International Airport

and

Airport Operations  
AFSCME Local 0926, Council 93

July 1, 2022  
to  
June 30, 2025

## Contents

Article 1: Preamble .....	3
Article 2: Recognition.....	3
Article 3: Management Rights .....	3
Article 4: Union Security - No Discrimination by Parties .....	3
Article 5: Union Activities on City Time and Premises .....	4
Article 6: Checkoff .....	5
Article 7: Health & Safety .....	5
Article 8: No Strike No Lockout.....	6
Article 9: Probationary Period .....	6
Article 10: Work Rules .....	6
Article 11: Bulletin Boards .....	7
Article 12: Hours of Work .....	7
Article 13: Emergencies.....	7
Article 14: Wages & Overtime .....	8
Article 15: Retirement.....	8
Article 16: Call Time .....	9
Article 17: Seniority.....	9
Article 18: Training.....	10
Article 19: Layoff and Recall .....	10
Article 20: Discipline and Discharge .....	11
Article 21: Holidays.....	12
Article 22: Sick Leave .....	13
Article 23: Annual Leave.....	14
Article 24: Bereavement Leave.....	15
Article 25: Military Leave .....	15
Article 26: Leaves of Absence .....	16
Article 27: Jury Duty .....	17
Article 28: Health Insurance .....	17
Article 29: Grievance Procedure.....	18
Article 30: Workers Comp.....	19
Article 31: Legal Aid .....	20
Article 32: Finality.....	20
Article 32: Savings Clause.....	21
Article 33: Duration .....	21

## Article 1: Preamble

In order to increase general efficiency in the City and to promote the morale, equal rights, wellbeing, and security of its employees, and to promote the public health, safety, and welfare of the citizens, the City of Bangor, through its City Council, hereinafter referred to as the "City," and Local 0926, Council No. 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," herein bind themselves in mutual agreement as follows:

## Article 2: Recognition

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

## Article 3: Management Rights

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

## Article 4: Union Security - No Discrimination by Parties

1. Employees covered by this agreement shall have the right to join the Union or refrain from doing so. No employee shall be favored or discriminated against by either the City or the Union because of their membership or non-membership in the Union.

2. If during the term of this Agreement or any extension thereof, 26 MRSA Subsection 964 (l)(b) is construed by the Maine Supreme Judicial Court or amended by the Maine State Legislature to allow for Union security provisions in public employee collective bargaining agreements, the issue of inclusion of Union security provisions in this Agreement will be open for negotiations by either party hereto.
3. The parties of this Agreement agree that they shall not discriminate based upon the protected classes as listed in the Maine Human Rights Act, such as race, color, ancestry, national origin, sexual orientation, sex, physical or mental disability, religion, and age.
4. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination to all protected classes. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.
5. The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City management representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union consistent with the contract.
6. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion and further, not to discriminate, interfere, restrain or coerce other employees who are not members of the Union.
7. The City and the Union recognize membership in the Union is not compulsory, but the Union has the legal duty to represent all members of the bargaining unit. Therefore, it is agreed that employees who choose not to belong to the Union shall be subject to one of the following options:
  - a. Sign a written deduction form supplied by the Union authorizing payroll deduction of full Union dues or fair share fees. The fees will be determined by the Union and notification given to the employer.
  - b. Be subject to no payroll deductions, but if the employee chooses not to be a member they must sign a Union waiver of representation form, supplied by the Union to that effect, with a copy given to the Union, and agree that if Union Representation is requested on any issue on the part of the employee the employee shall pay per the representational fee chart, as provided by the Union. The initial fee shall be paid before any proceedings will move forward.

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

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

American Federation of State, County and Municipal Employees, AFL-CIO shall be allowed time off with pay for official Union business with representatives of management upon appointment, if there is sufficient manpower available to cause no interference with departmental operations and there is no additional cost involved for said time off. It is understood and agreed that all employees have productive work to perform and will not leave their jobs during work hours to attend to Union matters except as provided above.

### Article 6: Checkoff

1. The City agrees to deduct the regular weekly Union dues, Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.), and benefit premiums upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the City. The amounts to be deducted shall be certified to the Human Resources Director by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer.
2. The City shall forward all such dues so collected to the Treasurer of the Union on or before the 15th day of the following month. The Union shall indemnify and save the City harmless against any and all claims and suits which may arise by reason of any action taken in making such deductions and remitting the same to the Union pursuant to this section.
3. In the event any employee subject to the provisions of the Agreement is promoted to a position within the Airport Department or is transferred to another position within the City's governmental structure which is not included in the Bargaining Unit, the employee must cancel such deductions at any time upon written notice to that effect to the Human Resources Director of the City of Bangor.
4. The written authorization for payroll deduction of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the employer and the Treasurer of the Union at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

### Article 7: Health & Safety

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

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

3. Employees shall be responsible for the purchase of safety footwear. Effective upon signing of this agreement, employees will receive two hundred dollars (\$200) for the purchase of safety footwear once per fiscal year for each year of this contract (FY 23, FY24, FY 25).

### Article 8: No Strike No Lockout

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

### Article 9: Probationary Period

1. All appointments shall be made for a probationary period of twelve (12) consecutive months. Probationary employees shall be subject to the provisions of this Agreement except that the City shall have the right to terminate, without compliance with the terms of this Agreement, the employment of any such new employee within one (1) year from the commencement of the probationary period for any non-discriminatory reason.
2. Time during layoff, leave without pay, or Workers' Compensation will not be considered as time worked toward probationary period and the probationary period may be adjusted accordingly.

### Article 10: Work Rules

1. 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 calendar days before becoming effective, except as covered by Article 7.
2. Objections to any proposed work rules shall be made in writing to the Airport Director who shall have the responsibility of reviewing any such objection and making a final determination. Appeals from their decision can be made in accordance with normal grievance procedures.
3. The City further agrees to furnish each employee in the bargaining unit with an electronic copy of all new work rules within thirty (30) days after said rules become effective. New employees shall be provided with a copy of the rules at the time of hire.

4. Employees shall comply with all rules that are not in conflict with the terms of this Agreement.
5. Any unresolved complaint involving discrimination, based on Article 4.6, in the application of new or existing rules shall be resolved through the grievance procedure.

### Article 11: Bulletin Boards

The City shall permit the reasonable use of one bulletin board by the Union for the posting of notices of a non-controversial nature relating to Union business. City material and Union material shall be on separate bulletin boards. The City shall designate an appropriate area for location of the bulletin board in the locker area/back office, so called, upon written request.

### Article 12: Hours of Work

1. It is understood that the operation of the Airport is twenty-four (24) hours, seven (7) days per week coverage. The normal workweek for a fulltime employee shall be forty (40) hours. For employees who are assigned to work schedules that require seven (7) days a week and/or a twenty-four (24) hour a day coverage, the City shall make every effort to schedule days and hours off consecutively. The parties agree that the needs and operational requirements of the Airport come first in any assigned work schedule, with the provision that such work schedules will not be done arbitrarily, capriciously or discriminatorily.
2. 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 every effort will be made to not change schedules without a fourteen (14) calendar day notice unless emergency or unforeseen business developments preclude the possibility of such notice. 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. For payroll purposes, the workweek will begin at 0000 on Sunday and end at 2400 on Saturday.
4. The swapping of shifts will be in accordance with Fair Labor Standards Act (FLSA) regulations and with the advance approval of management.

### Article 13: Emergencies

Any employee shall be permitted to leave immediately on account of any emergency concerning their home or family upon request and with the approval of the Airport Director, or designee, and they report within one (1) hour after taking leave, the amount of time that will be required to attend the emergency. Employee shall use accrued time to cover any lost time.

## Article 14: Wages & Overtime

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

1. All employees covered by this Agreement shall receive one and one-half (1 1/2) times their regular hourly rate of pay for all "hours worked" in excess of forty (40) hours in a payroll week.
2. "Hours worked" shall include: Regular hours, Annual Leave, Sick Leave, Military Leave (short term training purposes only, not to exceed two (2) weeks), Jury Leave, Workers' Compensation and Bereavement Leave.
3. "Hours worked" shall not include: nonscheduled holiday, compensatory time, and leaves of absence.
4. Pay checks will be issued on a weekly basis.
5. Upon the anniversary date for pay purposes, employees shall be eligible to be advanced to a higher step in their rate range, until the top of the rate range has been met. 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 applicable City guidelines.
6. Any extra duty assignment caused by either an unscheduled or scheduled absence shall be first offered to full time members of the bargaining unit and next to part time members on a rotational seniority system basis.
7. Full time employees working beyond their normal scheduled hours (37.5 or 40) may choose, in lieu of pay, at a one and one-half (1 ½) times rate for hours over forty (40). The maximum number of compensatory hours that may be accumulated shall be eighty (80) hours.
8. Employees covered by this Labor Agreement received the equivalent to a 5% increase effective July 3, 2022. Employees shall receive a 2% pay increase effective 7/2/2023, and 2% pay increase effective 6/30/2024.

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%.

## Article 15: Retirement

1. Employees who are working in a regularly scheduled position of 20 hours or greater will be enrolled into a 401a defined contribution retirement plan. Contributions to this plan are mandatory and as followed:



Employee contributes six and one-half (6.5%) of their weekly gross earnings  
Employer contributes nine (9%) of the employee's weekly earnings

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

### Article 16: Call-In 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.
2. 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.
3. On call employees shall receive \$100 per payroll week for being on call from 2200-0600 hrs.
4. Employees called in to work will respond in a timely manner.

### Article 17: Seniority

1. The City shall establish a seniority list, and it shall be brought up to date annually (February 1<sup>st</sup> or the first business day thereafter) 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 Airport Director and the Union within ten (10) days from the date posted or it shall stand as accepted.

2. Seniority shall be established as the most recent date of permanent hire within the unit and shall not include any previous employment with the City.

### Article 18: Training

1. As a condition of employment, at City expense, each employee shall attend and participate in all training sessions or courses as may be directed by the Airport Director (or designee) or the City Manager. Each employee by their signature, or other method as deemed appropriate by City, 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 expenses with advanced written approval of the Airport Director and the Human Resources Director. Any such approval shall be based on the availability of funds and applicability of the job-related course to the employee's current position. Such courses may not be taken during normal working hours unless so directed by the Airport Director 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 by obtaining a Grade no less than B- or equivalent.
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 19: Layoff and Recall

1. In the event of a layoff, Employees will be given fourteen (14) calendar days' notice or two weeks' pay in lieu of notice. Pay will be based upon regularly scheduled hours; for part-time employees without regularly schedule hours, pay will be based upon the average weekly hours during the prior 30 days. Employees shall be laid off in inverse order of seniority based on position or classification.
2. Employees will be laid off from the affected classification in accordance with their classification seniority, provided that the remaining employees are fully qualified to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability and qualification, the employee with the least seniority will be laid off first.
3. Employees who are laid off shall be placed on a recall list for a period of six (6) months following the effective date of the layoff or until management determines the layoffs are permanent.
  - a. If there is a recall within a classification, employees who are on the recall list shall be recalled in the inverse order of seniority.
  - b. Employees who are eligible for recall shall be given ten (10) calendar days' notice

of recall and notice of recall shall be sent to the employee by certified or registered mail, provided that the employee has notified the Airport Director or designee of their intention to return to work within three (3) days after receiving notice of recall.

- c. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested to the mailing address last provided by the employee. It shall be the responsibility of all laid-off employees to keep the City apprised as to their contact information for the purpose of notification pursuant to this Article.
- d. Failure to respond within the above allotted time frame shall negate the individuals recall rights.

## Article 20: Discipline and Discharge

1. Disciplinary action shall include the following, but not necessarily in order:
  - a. Oral reprimand
  - b. Written reprimand
  - c. Reduction in Step(s)
  - d. Suspension
  - e. Discharge
2. Disciplinary action may be imposed upon an employee only for failing to fulfill their responsibilities as an employee. Examples of this may include, but not be limited to: absenteeism, behavioral issues, failure to meet performance objectives, and violations of City and/or departmental policies. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.
3. 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.
4. Should it become apparent during a counseling session between the employee and 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 (if requested by the employee).
5. If the City believes that the possibility of serious disciplinary action (suspension, discharge) may be warranted, then the employee involved may be placed on administrative leave with pay pending the completion of an investigation of the alleged incident. Prior to final determination, the affected employee shall have the opportunity to provide testimony and information at a hearing.
6. Suspension, Reduction in Step, 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 grieve the suspension, reduction in step, and/or discharge at the second step of the grievance procedure, in accordance with Article 29.
7. 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 21: Holidays

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

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

2. Eligible full-time employees shall receive holiday pay computed by multiplying the employee's regular hourly rate of pay the number of hours in their regularly scheduled workday.
3. Whenever any of the holidays listed above shall fall on a Saturday or Sunday, the preceding Friday or succeeding Monday shall be observed as the holiday.
4. Employees who work both the calendar and observed dates shall be paid at the time and one-half rate for the observed day only.
5. If a fulltime employee works a shift on or overlapping an observed Holiday, the employee shall be paid for the entire shift at a rate of one and one-half (1 ½) times their regular rate of pay, but limited to the equivalent of one shift, in addition to the Holiday Pay provided that Section 6 is met.
6. 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. Approved use of paid leave is considered "excused" for holiday pay purposes.

7. Part-time employees who work on any of the following holidays will receive time and one half (1 ½) for those hours worked on the actual holidays, per Article 21.1.

## Article 22: Sick Leave

1. Any fulltime employee contracting or incurring any sickness or disability, which renders such employee unable to perform the duties of employment, shall receive sick leave with pay if accrued.
2. Sick leave, for fulltime employees, shall be accrued at the rate of fifteen (15) days per year, accumulative to not more than one hundred and twenty (120) days. No employee shall receive credit for sick leave unless they notify their supervisor, or the City's representative, at least two (2) hours but not more than twelve (12) hours prior to the employee's scheduled work day. This shall not apply to employees who are out on extended illness. Exceptions to this requirement will only be allowed when an unforeseen emergency arises during said two (2) hour period.
3. A maximum of forty (40) hours per week will be paid for any fulltime employee on sick leave.
4. Sick leave shall be charged when a fulltime employee is confined due to an officially posted quarantine, when established by any official health agency which in itself prevents attendance at the place of work.
5. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under the sick leave policy may be subject to disciplinary action under Article 20 of this Agreement.
6. Sick leave may be used by an employee who needs to tend to an immediate family member, as listed in Article 24, Section 1 Bereavement Leave, who is otherwise unable to care for themselves due to illness, injury, or for a newly born child. Usage of sick leave for these purposes are limited to fifteen (15) days per calendar year.
7. The Airport Director, or designee, may require as a condition precedent to the payment of sick leave a certificate to be completed by a qualified physician certifying as to the conditions of the employee or member of their family when there is reason to believe that the employee ~~is~~ may be abusing sick leave. No physician's certificate will be required unless it is requested upon call-out; if requested, the certificate must be presented immediately or as soon as possible but no later than when the employee has returned to work.
8. 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 22 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 Airport Director or designee in accordance with the needs of the Department and the preference of the employee.

### Article 23: Annual Leave & Earned Time Off

1. Fulltime employees shall accrue two (2) weeks' annual leave per year. Annual leave will accrue but may not be used or 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' annual leave 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' annual leave on a weekly basis.
4. After fifteen (15) years of continuous service, employees shall begin to accrue four (4) weeks' annual leave on a weekly basis.
5. After twenty (20) years of continuous service, employees shall begin to accrue five (5) weeks of annual leave on a weekly basis.
6. An employee whose services are terminated within twelve (12) months after their initial full-time appointment shall not be paid out remaining accrued annual vacation upon separation. deemed to have accrued any vacation leave.
7. Any unused vacation days may accrue from one (1) year to the next but no annual leave shall accumulate in excess of six (6) weeks.
8. Requests for annual leave or earned time off will be made at the employee's discretion. Choice of vacation periods shall be granted to employees on a first come first serve basis, followed by seniority (e.g. three people make request on same day for same period, approval is based on seniority. However, if they make a request for the same period on different days, approval is based on first come, first serve basis). The Airport Director should respond within seven (7) business days after the employee makes the request. Failure to grant annual leave time shall not be done in an arbitrary or capricious manner and any denial shall be given to the employee in writing.
9. All annual leave privileges shall be with the approval of the Airport Director (Airport Director) or designee and require two (2) full weeks' notice unless otherwise approved by Airport Director.
10. Part-time employees with regularly scheduled hours will be eligible to accumulate Earned Time Off (ETO) accrued weekly. Unused ETO time may accrue from one (1) year to the next

but may not exceed a maximum of six (6) weeks. Part-time employees without regularly scheduled hours will be eligible for Earned Paid Leave (EPL) accrued weekly. EPL is limited to a maximum of forty (40) hours. Unused EPL may accrue from one (1) year to the next but no additional EPL will accrue unless the leave bank balance is less than forty (40) hours.

11. 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.

### Article 24: Bereavement Leave:

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

### Article 25: Military Leave

1. Military leave shall be made available to employees under the terms and conditions of applicable Federal and/or State Legislation. Any disputes as to rights under this provision are not arbitrable, but may be determined by a court of competent jurisdiction.
2. All employees who shall take military leave in accordance with this Article shall notify the Airport Director or designee within forty-eight (48) hours after being notified by their military supervisors as to the dates they will be required to undergo field training.
3. Employees will continue to accrue sick leave and vacation leave while on military leave for all short-term training purposes (e.g. weekend training, two-week training period). Sick

leave and annual leave shall not accrue for long-term deployments (e.g. more than 30-day period).

4. Employees shall be paid the difference between the military pay and the City pay, when military pay is less than City pay, upon request. City pay shall be defined as normally scheduled work hours.
5. Employees shall be allowed a leave of absence with pay for the period of such training not to exceed two (2) weeks annual training in any one (1) year.

### Article 26: Leaves of Absence

1. Employees shall be eligible to apply for a leave of absence without pay after one (1) year of service with the City.
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 Airport Director and Human Resources Department. 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 in writing to the employee by the Airport Director or Human Resources Department. No personal leave of absence without pay will be granted until an employee has used all accrued annual leave time.
  - c. Any request for a leave of absence shall be answered promptly. Requests for immediate leave shall be answered before the end of the shift on which the request is submitted, provided there is sufficient time to do so. Any requests that may be eligible for leave under the Family Medical Leave Act (FMLA) should be referred to Human Resources for follow up as applicable.
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 and the State of Maine's Family Medical Leave Statute, shall be granted to the eligible employees.
  - b. A request for a short leave of absence, leave not exceeding one (1) month, shall be answered within five (5) business days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) business days. If eligible for leave under the FMLA, designations as FMLA will be provided in accordance with applicable provisions.
  - c. 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 27: Jury Duty

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

### Article 28: 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:

<b>Weekly Cost</b>			
	<i><b>Employee</b></i>	<i><b>Employer</b></i>	<i><b>Total</b></i>
<b>OAP 80%</b>			
Employee + Family/Spouse	<b>\$258.29</b>	\$583.86	\$842.15
Employee + Children	<b>\$156.13</b>	\$394.54	\$550.67
Employee only	<b>\$84.32</b>	\$239.65	\$323.97
<b>OAP 90%</b>			
Employee + Family/Spouse	<b>\$194.62</b>	\$583.86	\$778.48
Employee + Children	<b>\$114.55</b>	\$394.54	\$509.09
Employee only	<b>\$59.91</b>	\$239.65	\$299.56
<b>90% LOWER OPTION</b>			
Employee + Family/Spouse	<b>\$149.68</b>	\$449.03	\$598.70
Employee + Children	<b>\$88.13</b>	\$303.54	\$391.67
Employee only	<b>\$46.13</b>	\$184.53	\$230.66
<b>H S A</b>			
Employee + Family/Spouse	<b>\$116.92</b>	\$350.76	\$467.68
Employee + Children	<b>\$68.84</b>	\$237.12	\$305.96
Employee only	<b>\$36.04</b>	\$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 90%-Low Option and the OAP 90% health insurance shall be established by the following formula. For employees electing the 80% plan, the City will contribute up to the amount contributed to the OAP 90% plan, and the employee shall pay any amount in excess of this limit.

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

3. The City's contribution to health insurance effective January 1, 2023 and thereafter will be limited to one-half (1/2) of the increased cost of the Open Access Plus 90% Plan unless negotiated otherwise.
4. Any employee whose spouse receives either single parent or family coverage as an employee of any Bangor City Department, including the School Department, is not eligible for dual Health Insurance coverage.
5. The City maintains the right to change insurance companies and insurance plans or self-insure as long as one of the health insurance plans is similar in coverage to the current Cigna OAP 90% plan provided the coverage or benefits are not decreased significantly by such action.
6. Given the overall cost associated with providing group health coverage, the continuing rise in health insurance premium costs to both the City and employees, and the implementation of the federal Patient Protection and Affordable Care Act (ACA), the parties agree without reservation to re-open the Health Insurance Article during the term of this agreement to meet, discuss and negotiate group health insurance topics.

## Article 29: Grievance Procedure

1. Definition of a grievance is defined as a complaint arising under and during the term of this agreement raised by an employee or the Union against the City alleging that there has been a violation, misinterpretation or any dispute or difference of opinion concerning an article. Matters subject to the jurisdiction of the City Manager or City Council shall not be considered a grievance under this agreement.
2. The purpose of the grievance procedure shall be to settle employee grievances on as low of an administrative level as possible so as to ensure efficiency and maintain morale.
3. Any grievance or dispute between the parties shall be settled in the following manner:

- a. Step 1: The Union and employee shall, within twelve (12) calendar days after the occurrence of the alleged grievance, present the grievance in writing to the Airport Director, or designee. The Airport Director shall meet with the aggrieved party or parties in an effort to resolve the grievance.
  - b. Step 2: If the decision of the Airport Director is not satisfactory, the Union may submit the grievance, in writing, to the Human Resources Director or the City Manager within fourteen (14) calendar days after receipt of the decision of the Airport Director. The Human Resources Director or City Manager or designee shall meet with the aggrieved party and shall render their decision, in writing, to the employee and Union Steward within fourteen (14) days following the day the step 1 grievance was received by them.
  - c. Step 3: If the grievance remains unsettled, either party may, within thirty (30) calendar days after the reply of the Human Resources Director or City Manager, file a written request for arbitration.
4. The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union within ten (10) calendar days after notice has been given, or as soon as is reasonably practicable.
  - a. If the parties fail to select an arbitrator, either party may request the assignment of the Labor Relations Connection (LRC) in accordance with the rules of said Association then in full force and effect. Thereafter, arbitration shall be had in accordance with the rules of the American Arbitration Council, Labor Relations Connection (LRC). The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. Their decision shall be final and binding upon the parties hereto though subject to the usual appeal to Superior Court.
5. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested by the Union to issue their decision within thirty (30) days after conclusion of testimony and argument.
6. Expenses for the services of the arbitrator and the arbitration proceedings shall be borne by the City and the Union equally. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record to be made, it may cause a record to be made providing the requesting party pays for the record and makes copies available without charge to the other party and to the arbitrator.
7. In the event that the employer does not respond within time limits provided, the Union shall proceed to the next step. However, time limits may be extended by mutual written agreement.

### Article 30: Workers Comp

1. Workers' Compensation insurance coverage will be in accordance with Maine State Law.

2. After one (1) year from the date of initial injury, the employee shall be examined by a physician mutually acceptable to the City and to the employee for the purpose of determining if the employee will regain the ability to perform the normal duties of the position for which they were hired. If the physician determines the employee will not be able to return to normal duty, then the employee shall apply for disability retirement or shall retire, if eligible to receive a retirement pension, whichever shall occur first.

### Article 31: 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 employment by the City, the City shall, at the employee's request and at the City's expense:
  - a. Provide a legal defense to the employee against the criminal charge or civil complaint; and
  - b. Indemnify the employee for the amount of any enforceable criminal fine, civil penalty or civil judgement imposed or obtained, including costs and attorney's fees awards.
2. Legal defense and indemnification provided under this Article shall be in accordance with Chapter I, Article 7, Laws and Ordinances of the City of Bangor, in force on the date of execution of this Agreement. Nothing in this Article shall be deemed to waive any immunity or limitations on recovery under the Maine Tort Claims Act, 14 MRSA, Subsection 80101 et seq.

### Article 32: Finality

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

### Article 33: Savings Clause

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

### Article 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 30, 2025.
2. In the event that collective bargaining pursuant to 26 MRSA shall not have been successfully completed prior to the expiration date above herein provided, the parties hereto specifically agree that the present contract shall remain in force until a new 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

\_\_\_\_\_  
Steve Lyons, AFSCME Council 93  
Field Services Director

\_\_\_\_\_  
John Nuttall, AFSCME Council 93

\_\_\_\_\_  
Dana Stimpson, Local 656

City of Bangor, Maine

\_\_\_\_\_  
Deborah Laurie, City Manager

\_\_\_\_\_  
Courtney O'Donnell, Asst. City Manager

\_\_\_\_\_  
Anthony P. Caruso Jr.  
Anthony Caruso, Airport Director

\_\_\_\_\_  
Evan Thomas, Assistant Airport Director

## APPENDIX A

Operations											
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Current	20.68	21.73	22.82	23.39	23.97	24.57	25.18	25.81	26.46	27.12	27.80
Effective July 2, 2023*	21.09	22.16	23.28	23.86	24.45	25.06	25.68	26.33	26.99	27.66	28.36
Effective June 30, 2024*	21.51	22.60	23.75	24.34	24.94	25.56	26.19	26.86	27.53	28.21	28.93

\*In this contract, for these two years, should non-union receive an increase above 2%, those covered under this agreement shall receive the same.