

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE CITY OF BANGOR, MAINE**

**AND**

**RAMP ATTENDANTS & SHIFT LEADS**

**LOCAL 926-08, COUNCIL NO. 93**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

**JULY 1, 2019 TO JUNE 30, 2022**

## **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 926- 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 – 08, Council number 93, AFL-CIO, American Federation of State County and Municipal Employees, as the sole and exclusive bargaining agent for the Bangor International Airport Ramp Attendants and Shift Leads 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/her 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.

Office of Human Resources by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer.

2. The City shall forward all such dues so collected to the Treasurer of the Union on or before the 15th day of the following month. The Union shall indemnify and save the City harmless against any and all claims and suits which may arise by reason of any action taken in making such deductions and remitting the same to the Union pursuant to this section.
3. In the event any employee subject to the provisions of this agreement is promoted to a position 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 Office of Human Resources 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 Office of Human Resources 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. Employees who are assigned to work schedules that require seven (7) days a week and/or twenty (24) 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.
3. The fourteen (14) days' notice will be waived if emergency or unforeseen business developments preclude the possibility of such notice.

3. Whenever any of the holidays listed above shall fall on a Saturday or Sunday, the preceding Friday or succeeding Monday shall be observed as the holiday. The City will comply with the State holiday schedule. The observed date is to be considered the holiday for pay purposes.
4. In order to be eligible for holiday pay, the employee must have worked the last scheduled workday before the holiday and the next scheduled workday after the holiday, unless excused by the City.
5. 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.

**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 job Foreman or the City's representative at least one (1) hour or as soon as possible but not more than twelve (12) hours prior to the employee's scheduled 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 in itself prevents attendance at the place of work.
6. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under the sick leave policy will be subject to disciplinary action under Article 20 of this Agreement.

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 doctors 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.

## **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 fourteen (14) days prior to the actual start of vacation at the employee's discretion. Choice of vacation periods shall be granted in writing to employees on a first come first serve basis. The Department Head or designee, shall respond within seven 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. However, it is understood that once vacation

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.

**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 Office of Human Resources. 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 fully 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.

- A. Shift Leads seniority shall be the date they were promoted and/or hired into that position.
  - B. Ramp Attendants seniority shall be the date they were promoted and/or hired as full time employees.
  - C. Part time Ramp Attendants will no longer be recognized as part of this Labor Agreement.
5. The seniority list will be adjusted to reflect the reorganize list posted and accepted through 2010. Any employee hired after 03/25/2005. Any employee hired from this date forward shall recognize their date of full time hire this unit as their seniority date. Moving forward this shall be the recognized seniority date.
6. Those employees who are promoted into a higher position within the Bargaining Unit shall have a thirty (30) day period in which to return to the position they transferred out of without loss of seniority.
7. For those employees who may be demoted or choose to self-demo from a higher classification during the term of this agreement shall retain all of their seniority for the purpose of benefit and retirement accruals, but will return to the seniority level of the previous position for all other purposes.

#### **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 reasons 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 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/her 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.

6. If the permanent layoff of a Shift Lead occurs, the employee may displace the junior full-time Ramp Attendant. It is understood the displaced employee will be placed on the seniority roster in accordance with his seniority.

**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.
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. If requested, employees will accumulate Compensatory Time at a rate of one (1) and one half (1/2) times the actual hours worked over forty (40) hours. Employees will only accumulate up to forty (40) hours per year. 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.



4. 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
5. 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**

1. All employees covered by this Agreement who are officers of Local 656-08, 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:
    - Counseling
    - 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)

- f. Upon request the employee shall be given a copy of any disciplinary documentation placed in his/her file.

### 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 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.
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.

### **SPECIAL NOTE**

The following is a guide for Shift Leads and Ramp Attendants when filling in for the Ramp Supervisor.

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 six (6) 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 six (6) months from the commencement of the probationary period.
2. Time during layoff, leave without pay or Workers' Compensation will not be considered as time worked towards the probationary period.

### **ARTICLE 24** **Health and Safety**

1. The City shall provide each employee all necessary protective clothing and equipment as determined by the Division Head and the Union Safety Committee subject to the approval of the City Manager. If parties cannot agree, then it shall be settled through the grievance procedure.
2. The employer and employees shall maintain a safe and healthful working environment and shall observe and will comply with all applicable safety and health laws.
3. The parties agree that the current practice regarding the cost of uniforms will continue.
  - a. As an upgrade to the required reflective PPE (Personal Protective Equipment) on the ramp, the employees will be offered the opportunity to have reflective wear sewn on their uniforms. The employee and the City will equally share the cost whereby employees will pay 50% of the cost in advance and the City will issue a purchase order for the change. If the City determines to make the reflective wear mandatory, they will pay one hundred percent (100%) of the cost.

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 decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after conclusion of testimony and argument.
8. Expenses for the services of the arbitrator and the arbitration proceedings shall be borne by the City and the Union equally. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.
9. 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 his department head or the City Manager. Each employee by his signature shall acknowledge having been trained or having participated in such sessions if required.
2. In addition to the above, employees who wish to supplement their education by taking job related courses may do so at City expense with the advance written approval of the Department Head and the Human Resources Officer. Such courses may not be taken during normal working hours unless so directed by the Human Resources Officer. 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.

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.

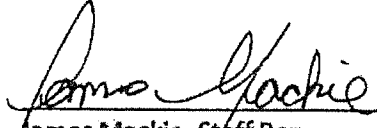
### **ARTICLE 30** **Retirement**

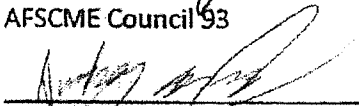
1. The City agrees to participate in the cost of pension payments which provide for the following, except as otherwise provided for in Section 2 of this Article:
  - a. A retirement formula of 1/50.
  - b. Retirement at one-half pay with 25 years of service – age 60.
  - c. Reduced retirement with 25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

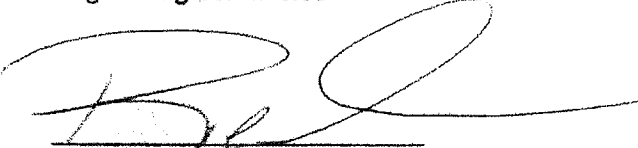
**ARTICLE 34**

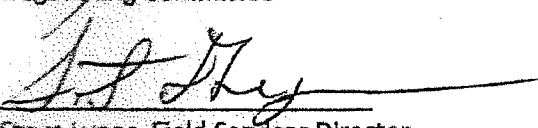
**Duration**

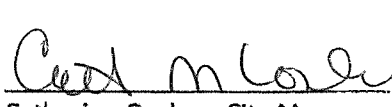
1. This Agreement shall be effective July 1, 2019 and shall continue in full force and effect until midnight the 30<sup>th</sup> day of June, 2022.
2. In the event that collective bargaining pursuant to 26 MRSA shall not have been successfully completed prior to the expiration date above herein provided, the parties hereto specifically agree that the present contract shall remain in force until a new contract has been negotiated.
3. The parties have hereby caused their names to be subscribed by their duly authorized representatives as of April 10, 2019.

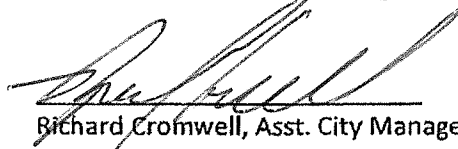
  
James Mackie, Staff Rep.  
AFSCME Council 93

  
Andy Sproul, Local 656-08  
Negotiating Committee

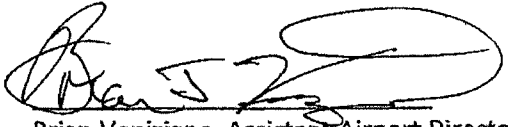
  
Rick Tompkins Local 656-08  
Negotiating Committee

  
Steve Lyons, Field Services Director  
AFSCME Council 93

  
Catherine Conlow, City Manager

  
Richard Cromwell, Asst. City Manager

  
Anthony Caruso, Airport Director

  
Brian Veniziano, Assistant Airport Director

## Appendix A

Shift Leads	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
1% Step Change	\$18.20	\$19.04	\$19.96	\$20.41	\$20.87	\$21.35	\$21.86	\$22.36	\$22.90	\$23.42	\$23.98
2019 Scale 1.5% COLA	\$18.47	\$19.32	\$20.26	\$20.72	\$21.18	\$21.67	\$22.18	\$22.70	\$23.24	\$23.77	\$24.34
2020 Scale 2% COLA	\$18.84	\$19.71	\$20.66	\$21.13	\$21.60	\$22.11	\$22.63	\$23.15	\$23.70	\$24.25	\$24.82
2021 Scale 2% COLA	\$19.22	\$20.10	\$21.08	\$21.56	\$22.04	\$22.55	\$23.08	\$23.61	\$24.18	\$24.73	\$25.32

Ramp Attendants	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
1% Step Change	\$16.91	\$17.75	\$18.66	\$19.11	\$19.57	\$20.06	\$20.56	\$21.07	\$21.59	\$22.13	\$22.68
2019 Scale 1.5% COLA	\$17.16	\$18.01	\$18.94	\$19.40	\$19.87	\$20.36	\$20.87	\$21.38	\$21.92	\$22.46	\$23.02
2020 Scale 2% COLA	\$17.50	\$18.37	\$19.32	\$19.78	\$20.26	\$20.77	\$21.29	\$21.81	\$22.36	\$22.91	\$23.49
2021 Scale 2% COLA	\$17.85	\$18.74	\$19.71	\$20.18	\$20.67	\$21.18	\$21.72	\$22.25	\$22.80	\$23.37	\$23.96