

**AGREEMENT BETWEEN**  
**THE TOWN OF BRUNSWICK**  
**AND**  
**LOCAL 2011, COUNCIL #93 AFSCME**

**July 6, 2025 – June 30, 2028**

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Agreement made this 5<sup>th</sup> day of May, by and between the Town of Brunswick, a municipal corporation situated at Brunswick, in the County of Cumberland, in the State of Maine (hereinafter referred to as the "Town" or "Employer") and Local 2011, Council #93, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as "AFSCME").

Pursuant to Title 26, Maine Revised Statutes Annotated, Section 961, et seq., entitled "Municipal Public Employers Public Relations Law" and in consideration of the mutual promises of the parties herein contained, the parties agree as follows:

## **ARTICLE 1. UNIT SECURITY**

Those employees specified in Article 2 shall have the right to join AFSCME, in accordance with Maine labor laws, which recognize the right of public employees to form, join, or assist a labor organization upon hire, unless otherwise restricted by law. No employee shall be favored or discriminated against either by the Town or by AFSCME because of his/her membership or non-membership in AFSCME.

The probationary period shall be defined as six (6) months from the employee's date of hire. Probationary employees shall have no seniority, or rights to appeal disciplinary decisions or terminations during this period, except as otherwise specifically provided in this Agreement. During the six (6) month probationary period, the appointing authority may remove the probationary employee at any time if their work or conduct are found below satisfactory standards. For the purposes of acquiring any fringe benefit privileges which refer to probationary period, that period shall be defined as outlined in applicable articles.

The Town agrees that during work hours on the Employer's premises and without loss of pay, providing it imparts no hardship on the town and is done within a period of time that will not infringe upon the employee's duties and responsibilities to the Town, the union officers shall be allowed to:

- Post union notices.
- Transmit and distribute Union literature.
- Plan and attend negotiating meetings.
- Investigate and process grievances and arbitrations.
- Consult with the town manager and AFSCME officers concerning any provision of this agreement.

## **ARTICLE 2. RECOGNITION**

The Town recognizes AFSCME as the sole and exclusive bargaining agent for all employee positions defined in the Unit Determination Report dated February 22, 1984 and as amended thereafter; namely the following job classifications:

<u>Job Title</u>	<u>Pay Grade</u>	<u>Regular Working Hours</u>
Custodian (PT)	2	20.0
Customer Service Representative II (PT)	2	20.0
Administrative Floater (PT)	4	20.0
Administrative Assistant Public Works (PT)	4	20.0
Custodian (FT)	12	36.0
Parking Enforcement Officer	14	36.0
Animal Control Officer	14	36.0
Assistant Town Clerk	14	36.0
Bookkeeper/Records Clerk PD	14	36.0
Administrative Assistant/Fire	14	36.0
Administrative Assistant Planning	14	36.0
Administrative Assistant Public Works (FT)	14	36.0
Administrative Floater (FT)	14	36.0
Facilities Maintenance Worker	14	36.0
Assistant Tax Collector	15	36.0
Human Services Caseworker	15	36.0
Financial Administrative Assistant	16	36.0
Accounting Assistant	19	36.0
Appraiser	19	36.0
Assistant Assessor	20	36.0

The following positions were eliminated, and the Town has no intention of reestablishing the positions now or in the future. These are notational only at the request of the union. If these positions return, they will be covered by the agreement.

<u>Inactive positions</u>		
Bookkeeper PW	13	37.5
Administrative Registrar P&R	14	40.0
Operational Assistant PW	16	37.5
Planning Technician	16	40.0
Building/Code Inspector	20	40.0

### **ARTICLE 3. STRIKES PROHIBITED**

Employees of the Town who are subject to the terms of this Agreement shall not have the right to strike or engage in work stoppage or slowdown.

The Town agrees that there will be no work lockouts of any employees of the Town who are subject to the terms of this Agreement.

### **ARTICLE 4. MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**

The Town retains all rights and authority to manage and direct its employees except as

otherwise specifically provided in this Agreement.

AFSCME acknowledges the right of the Town to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.

Such rules and regulations adopted after the effective date of this Agreement shall be posted on the Town Bulletin Board.

## **ARTICLE 5. HOURS OF WORK**

All employees in the bargaining unit shall maintain the regular working hours presently in effect as referenced in Article 2 of the Agreement.

Any employee covered by this contract required by his/her department head to work in excess of forty (40) hours per week shall be deemed to have worked overtime, as defined by the Fair Labor Standards Act of 1938, as amended. All hours worked over forty (40) hours in a work week shall be compensated at one and one-half times the regular hourly rate of pay.

Hours of work shall be defined as:

- Hours actually worked
- Hours compensated for by holiday-based pay
- Hours compensated for by vacation pay
- Hours compensated for by sick leave
- Hours compensated for by bereavement leave

In the event that a federal or state legislative or administrative body of competent jurisdiction makes laws or rulings concerning the requirements of the Fair Labor Standards Act with respect to overtime work and compensation therefore or its applicability to this Employer, and such laws or rulings are more or less favorable to either party to this contract than the provisions above, said contract provisions may be reopened for negotiation upon written demand by either party.

Employees not given a minimum of forty eight (48) hours notice who are called back to work shall receive a minimum of three (3) hours pay at the rate of one and one-half times their base hourly rate. If the time worked is annexed to either the beginning or end of a regular shift, then the time worked should be charged as either straight time or if over the 40 hour limit, overtime.

Upon request of an employee, the town manager may authorize, upon approval of the department head, a flexible schedule for an employee.

A two week notice will be given for any permanent changes in scheduled hours of work so as to give the Union time to respond to such changes.

## **ARTICLE 6. HOLIDAYS**

The following holidays shall be paid holidays for full-time employees covered by this Agreement:

- |                           |   |
|---------------------------|---|
| 1. New Year's Day         | 8. Labor Day  |
| 2. Martin Luther King Day | 9. Indigenous Peoples Day   |
| 3. Presidents' Day        | 10. Veterans Day  |
| 4. Patriots Day           | 11. Thanksgiving Day  |
| 5. Memorial Day           | 12. Personal day in lieu of Day After Thanksgiving  |
| 6. Juneteenth Day         | 13. Christmas Day   |
| 7. Independence Day       | 14. ½ Day off when Christmas Eve falls on a Monday, Tuesday, Wednesday, or Thursday. If the town agrees to give more than 4 hours to non-union town hall staff, the union shall receive the same. |

Probationary employees shall be entitled to paid holidays from the date of hire.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

### **Holiday Adjustment for Friday Observance**

In the event that New Year's Day (January 1), Juneteenth (June 19), Independence Day (July 4), Veterans Day (November 11), or Christmas Day (December 25) fall on a Friday or Saturday, employees shall be granted one (1) additional personal day for each such holiday to be used within the fiscal year in lieu of the holiday. These personal days must be scheduled in accordance with departmental procedures and shall not be carried over beyond the fiscal year in which they are granted.

Part-time employees with work weeks other than Monday through Friday shall be entitled to a floating holiday if the holiday falls on one of the employee's regularly scheduled days off.

Employees required to work on Thanksgiving and/or Christmas shall receive two times their hourly rate for all hours worked in addition to the holiday pay.

## **ARTICLE 7. VACATION**

Each full-time employee of permanent standing shall be awarded annual vacation time with pay at the convenience of the Town of Brunswick in accordance with his/her current term of continuous employment, and in accordance with the following table:

Requests for leave must be approved by the employee's supervisor who shall take into consideration adequate staffing requirements. In accordance with the employee's current term of continuous employment based upon the standard work week's depiction below, vacation shall be awarded as follows:

**VACATION TABLE, EFFECTIVE JULY 6, 2025**

<b>Average hours worked per week</b>	<b>20.0</b>	<b>25.0</b>	<b>36.0</b>
From date of hire through end of year 5 accrue at this rate: (Two 40/hour weeks per year)			
Wkly. Accumulation (in hours)	.769	.962	1.538
From beginning of year 6 through end of year 12 accrue at this rate: (Three 40/hour weeks per year)			
Wkly. Accumulation (in hours)	1.154	1.442	2.308
From beginning of year 13 through end of year 19 accrue at this rate: (Four 40/hour weeks per year)			
Wkly. Accumulation (in hours)	1.538	1.923	3.077
For years 20+, accrue at this rate: (Five 40/hour weeks per year)			
Wkly. Accumulation (in hours)	1.923	2.404	3.846

**VACATION TABLE, EFFECTIVE JULY 1, 2026**

<b>Average hours worked per week</b>	<b>20.0</b>	<b>25.0</b>	<b>36.0</b>
From date of hire through end of year 5 accrue at this rate: (Three 40/hour weeks per year)			
Wkly. Accumulation (in hours)	1.154	1.442	2.308
From beginning of year 6 through end of year 12 accrue at this rate: (Four 40/hour weeks per year)			
Wkly. Accumulation (in hours)	1.538	1.923	3.077
From beginning of year 13 through end of year 19 accrue at this rate: (Five 40/hour weeks per year)			
Wkly. Accumulation (in hours)	1.923	2.404	3.846
For years 20+, accrue at this rate: (Six 40/hour 5 weeks/yr)			
Wkly. Accumulation (in hours)	2.307	2.885	4.615

Vacation leave shall be accounted for on a date of hire basis. On the date of hire anniversary date in which the employee progresses to a new, higher accrual rate, he/she will begin accruing vacation at the new, higher rate which may be used as accrued.

Vacation accrued may be taken after one hundred twenty (120) days of continuous employment, subject to the approval of the department head. Vacation hours may be taken in accordance with State law.

Any employee, regardless of length of service, may accrue up to two hundred forty (240) hours of vacation; such time in excess of two hundred forty (240) hours will be lost.

No employee shall be entitled to work his vacation with pay, except in case of emergency conditions.

All "Request for Leave" must be submitted through Employee Access. The Supervisor will respond to the employee's request in Employee Access within two (2) working days of the date the department head receives the request, indicated approval or denial.

Accrued vacation leave shall be paid to an employee in good standing upon his/her separation from service, or to his/her beneficiary or estate upon his/her death.

#### **ARTICLE 8. PERSONAL DAYS**

Each fiscal year, employees are awarded four (4) personal days which includes the day after Thanksgiving.

Personal days must be used by June 30<sup>th</sup> of each fiscal year. Unused personal days will not roll over to the next fiscal year and are not eligible for payout upon separation of employment.

Prorated Personal Days for New Hires.

- Employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> will be awarded four (4) personal days upon hire, to be used by June 30<sup>th</sup> of the current fiscal year.
- Employees hired between January 1<sup>st</sup> and May 31<sup>st</sup> will be awarded one and a half (1.5) personal day upon hire, to be used by June 30<sup>th</sup> of the current fiscal year.
- Employees hired on or after June 1<sup>st</sup> are not eligible for personal days until the start of the next fiscal year on July 1<sup>st</sup>.

#### **ARTICLE 9. LEAVE OF ABSENCE**

A full-time employee of permanent standing may be granted a leave of absence without pay by the town manager upon recommendation of the department head concerned. Such leave of absence without pay shall not exceed one year in length and shall only be granted when it appears because of the past record of the employee, or because of the purpose for which the leave is requested, that it is in the best interest of the Town to grant the leave.

The period of a leave of absence shall not be considered as time worked or as service with



the Town within the meaning of any of the other provisions of this Agreement, but seniority acquired prior to the leave of absence shall not be lost.

If the requested leave of absence is approved, all accumulated vacation shall be used before starting the unpaid leave of absence.

#### **ARTICLE 10. FAMILY MEDICAL LEAVE**

The Town acknowledges the rights of employees under Title 26, MRSA, Chapter 7, subsection C-VI-A sections 843 et seq., and the Family Medical Leave Act, which took effect August 5, 1993. It is the Town's policy that the employee may retain one week of vacation and one week of sick time when returning from Family Medical Leave.

Maine Paid Family Medical Leave (MPFML). This provision incorporates the requirements of the Maine Paid Family and Medical Leave Act (MPFMLA), 26 M.R.S § 850-A – 850R, and ensures compliance with all employee rights and employer obligations under the Act.

The contribution amount shall be determined by the Maine Department of Labor. The cost of this contribution shall be evenly split, with 50% paid by the employee and 50% paid by the Town.

The Town agrees to pay a one time wage increase to offset the employee's contribution to MPFML as outlined in Article 20a.

#### **ARTICLE 11. SICK LEAVE**

Sick leave may be used for personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position, or for a personal medical or dental appointment.

Sick leave is earned by full-time employees at the rate of eight hours for each full calendar month of service, and may be accumulated to a maximum of one thousand fifty-six (1,056) hours. If an employee is on sick leave, credit will still accrue.

Illness for which sick leave may be granted is defined as actual personal illness or bodily injury. Sick leave, limited to ninety-six (96) hours per fiscal year, at the discretion of the department head, may be granted to an employee because of an instance of illness of a member of the employee's immediate family. For the purpose of this Article, "Immediate Family" shall mean:

- Spouse
- Child
- Significant other (defined as living in the same household as the employee)
- Father
- Stepchild
- Mother
- Other family member living in the same household

The town manager may at any time as a condition precedent to the continuance of sick pay, require a certificate of a qualified physician certifying the condition of the employee to be such as to justify the continued absence from employment.

An employee, upon retirement or separation in good standing upon reaching age sixty (60) or after twenty (20) years of consecutive full time employment by the Town of Brunswick, will be paid an amount equal to wages for one-third (1/3) of the number of hours of accrued sick leave upon the date of separation.

In the event of the death of an employee, unused accrued sick leave shall be paid to the beneficiary as indicated on the sick leave beneficiary form filed with the Personnel Office on the same basis as established in the preceding paragraph.

Probationary employees shall be entitled to use any accrued sick leave from the date of hire.

#### **ARTICLE 12. BEREAVEMENT LEAVE**

A maximum of one (1) regularly scheduled work week off with pay shall be allowed an employee in the event of a death of a mother, father, spouse/significant other (as defined in Article 9) or child; a maximum of three (3) working days off with pay shall be allowed in the event of the death of a legal parent of the unit member's minor child, or a death in the immediate family of a unit member. For the purpose of this Article, immediate family shall mean:

- Grandparent
- Grandchild
- Stepchild
- Sister
- Brother
- Mother-in-law
- Father-in-law
- Legal guardian
- Step parent

In the event the funeral or service is held after the third or fifth day following the death of a person for which bereavement leave is granted, one day of bereavement leave may be reserved for attendance at the funeral or service.

One day with pay may be used for attendance at the funeral of an aunt, uncle, sister-in-law, brother-in-law, grandparents-in-law, or a relative living in the same household as the employee.

One day with pay may be used for attendance at a funeral or service at the discretion of the department head.

#### **ARTICLE 13. JURY DUTY LEAVE**

Employee shall be granted a leave of absence any time they are required to report for jury service or when an individual employed by the Town is subpoenaed to testify in court. Employees shall be paid the difference between any jury duty/subpoenaed compensation

they receive and their regular wages for each day of service. The employee shall continue to receive a regular payroll check from the Town while on jury duty/subpoenaed leave, but agrees to sign over the check he/she receives from the court for jury duty pay to the Town. Any compensation received for service on a regular non-working day will be deducted from the employee's wages.

#### **ARTICLE 14. RESERVE SERVICE LEAVE**

The Town will provide a leave of absence under the terms of the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA).

#### **ARTICLE 15. HEALTH INSURANCE**

Effective January 1, 2023, the Town shall pay 80% of the premium with respect to coverage by the employee in the health insurance plan available to the Town; 20% to be paid by the employee using either a Section 125 pre-tax dollar plan or by paying the 20% share on a post-tax dollar basis.

The Town agrees to administer dental insurance plan on behalf of participating employees. Premiums shall be paid in full by the employees on a pre-tax basis, so long as the plan qualifies for pre-tax treatment.

The Town shall offer a pre-tax medical reimbursement program for employees who request such benefits, in accordance with the Town of Brunswick Flexible Benefit Plan. The Town shall outsource this program. The Town of Brunswick will set the Section 125 yearly employee's maximum dollar amount as determine by the Federal Government. The Town of Brunswick will purchase the flexible spending account benefit card for all participating employee, (the Town will reimburse all employees who have purchased the flexible spending account benefit card).

The Town of Brunswick currently offers a health insurance Buyback Program. Employees are eligible to participate should they: 1) Reduce their health insurance option (Example: Employee/Family to Employee/Child); or 2) Drop the option for the Town's health insurance due to coverage elsewhere. Employees receive payment amounts appropriate to plan; of which rates are calculated at 40% of the Town's share. To participate, employees must complete an enrollment form and show proof of coverage (Drop Option only). Buyback amounts are calculated based on annual health insurance rates.

The amounts will be paid on a bi-weekly basis, limited to two pay periods per month, for employees who are eligible for the program. The amount will be adjusted January 1st of each year based on the effective rates for the year.

Employees who are married to another Town employee covered by the Health Insurance Plan shall not be eligible for the buy-back program. If the employee is covered by MaineCare or Medicare they are not eligible for buyback.

Effective July 1, 2019 new participants to the buyback program shall be limited to 40% of

the single rate.

Effective July 6, 2025, new hires who choose to participate in the health insurance buyback program shall receive a one-time, annual payment of \$2,000. Said benefit shall be paid on the second payroll every January. Current employees as of July 6, 2025 will continue to be eligible for 40% of the Town's savings of the single rate.

The health insurance plan will be the Maine Municipal Employees Health Trust (MMEHT) POS-C.

#### **ARTICLE 16. DEPENDENT CARE ASSISTANCE**

The Town agrees to administer pre-tax dependent care assistance for employees who request such benefit, in accordance with the Town of Brunswick Flexible Benefits Plan.

#### **ARTICLE 17. MILEAGE ALLOWANCE**

Employees required to use their private vehicles for Town of Brunswick business shall be compensated at the prevailing IRS rate for mileage reimbursement in effect at the time the travel occurred.

#### **ARTICLE 18. BULLETIN BOARD**

The Town agrees to furnish and maintain a suitable bulletin board in the Municipal Building for union use. The union shall limit its posting to the bulletin board. Any posting shall be limited to union affairs.

#### **ARTICLE 19. GRIEVANCE PROCEDURE**

Any grievance arising during the term of this Agreement concerning the interpretation or application by the Town of any provision in this Agreement shall be adjusted as follows:

Step 1. An employee covered by this Agreement, with or without the grievance committee, shall discuss the grievance with the immediate supervisor or department head. Grievances must commence within 30 days of the date that the employee or Union is aware or should have been aware, of the grievable incident.

Step 2. If the grievance remains unsettled it shall be presented by the grievance committee to the department head in writing within ten (10) calendar days of the date of the grievance or the employee's knowledge of its occurrence.

The department head shall respond to the grievance committee in writing within seven (7) calendar days.

Step 3. If the grievance remains unsettled, it may be referred by the grievance committee to the town manager in writing within ten (10) calendar days after the response of the department head. The town manager shall meet with the

grievance committee within ten (10) calendar days of receipt of the grievance and shall respond in writing to the grievance committee within ten (10) calendar days, following the meeting with the grievance.

If the grievance is still unsettled, either party may, within fifteen (15) calendar days after the reply of the town manager is due, by written notice to the other, request arbitration.

- Step 4. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, they shall use the American Arbitration Association, unless they mutually agree to use the State Board of Arbitration and Conciliation which shall be requested to serve as arbitrator on the grievances.

The decision of the arbitrator(s) shall be final and binding on the parties and the arbitrator(s) shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the services of the arbitrator(s) and the proceedings shall be borne equally by the Employer and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of proceedings, 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 the arbitrator.

## **ARTICLE 20. WAGES**

Wages will be paid in accordance with the wage scales attached as Appendix A. They reflect the following adjustments.

- a. Effective July 6, 2025, the then existing scale shall be adjusted by 11.71% which includes a one-time 0.6% wage increase to offset the employee's contribution to the Maine Paid Family Medical Leave (MPFML) program and the workweek is reduced to 36 hours per week.
- b. Effective July 6, 2025, the part-time positions of Administrative Floater, Public Works Administrative Assistant, Customer Service Representative II, and Custodian will be removed from the wage scale that was in place June 30, 2025 and placed on a separate wage scale designated for all part-time positions since the hours for those positions will not be reduced. The new part-time wage scale will incorporate a 4.6% increase which includes a one-time 0.6% wage increase to offset the employee's contribution to the Maine Paid Family Medical Leave (MPFML) program.
- c. Effective July 1, 2026, the then existing scale shall be increased by 4%
- d. Effective July 1, 2027, the then existing scale shall be increased by 4%.

Beginning with the contract dated July 1, 2022, the pay rates for Patricia Young and Brenda

Poplaski fall outside the new wage scale range for their positions and will be grandfathered. Going forward they will receive applicable COLA adjustments, described above.

For all classifications, the progression from the starting step to the subsequent steps shall take effect in six (6) months. The employee shall be eligible for each succeeding step in range at annual intervals from the award of the six month increase.

#### **ARTICLE 21. PAYROLL DEDUCTION OF DUES**

The Union shall have the exclusive right to payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions.

The Town agrees to deduct the Union weekly membership dues and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Town by the Treasurer of Council 93, and the aggregate deductions of all employees shall be submitted together with an itemized statement to the Union by the last day of the succeeding month after such deductions are made.

The employee's written authorization for payroll deductions shall contain the employee's name, social security number, work location, union name and council number. Such authorization to be transmitted, by an authorized representative of Council 93, to the Town through the applicable payroll clerk.

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 AFSCME 93 at least 30 days but not more than 60 days prior to the expiration date of this Agreement.

#### **ARTICLE 22. EMPLOYEE INFORMATION**

The Town recognizes and agrees to abide by the obligations imposed by MRSA Title 26, §975 Part 2.

#### **ARTICLE 23. DISCIPLINE AND DISCHARGE**

Disciplinary action or measures shall include but not be limited to the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge (notice to be given in writing)

Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee.

All actions shall be for just cause and subject to the grievance procedure. The Employer shall handle discipline in a professional and confidential manner. 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.

Employees shall have complete access to their individual personnel files and should be given copies of all adverse material at the time such material is placed in their file.

If after a three year period the issue or behavior which gave rise to the written disciplinary action has not reoccurred, then the department head shall, on the request of the employee, place another letter in the employee's file stating that three years has elapsed and that there had been no reoccurrence.

#### **ARTICLE 24. SEPARATION OF EMPLOYMENT**

Any full-time member of the unit may be laid off whenever it is necessary because of a shortage of funds, lack of work, or related reasons which do not reflect discredit upon the employee. The Town will meet with AFSCME to identify alternatives to reductions in force, if necessary.

Lay-offs shall be on the basis of seniority in each particular classification, so far as possible as well as bumping downward within a department the individual is qualified for the position. Seniority will be based on continuous time worked for the Town, not time worked in position. A break in service will be counted from date of most recent hire. Any part-time employee may be laid off at any time by the department head without consideration of seniority. Any employee who suffers layoff shall be entitled to one (1) week pay for each year of service. Additionally, the Town will continue to provide the same level health insurance at the current premium amounts for a total of three (3) months.

#### **ARTICLE 25. RETIREMENT**

The Town shall continue to participate in the Maine Public Employees Retirement System (MainePERS) AC plan providing retirement benefits to employees pursuant to applicable statutes.

When an employee chooses the alternative retirement plan instead of MainePERS, the Town shall contribute two (2) times the employee contribution up to a maximum Town contribution of 6%.

If the employee chooses to participate in both the MainePERS and the Alternate Retirement Plan, the Town will not be responsible for contributing to the optional retirement plan as listed above.

#### **ARTICLE 26. UNIFORM ALLOWANCE**

The Town agrees to pay at the rate of eight hundred and fifty dollars (\$850) as a lump sum payment before taxes per year for replacement of uniforms and accessory clothing and equipment for the Animal Control Officer, Custodian, Facilities Maintenance Worker, and Parking Officer.

#### **ARTICLE 27. TRAINING, DEVELOPMENT AND EDUCATIONAL ASSISTANCE**

The Town agrees that the Town of Brunswick Training, Development and Educational Assistance Plan dated 5/13/95, as amended shall apply to positions covered by this Agreement.

#### **ARTICLE 28. PART-TIME EMPLOYEES**

All regularly budgeted part-time employees, who work a minimum of twenty hours (20) per week, are covered by this Agreement and shall be eligible for all benefits under this Agreement on a pro-rated basis.

#### **ARTICLE 29. EQUAL EMPLOYMENT OPPORTUNITY**

The Town in cooperation with the AFSCME will encourage equal opportunity and prohibit discrimination in all phases of employment including recruitment, recruitment advertising, hiring, rates of pay, job classification, fringe benefits, training opportunities, promotions, transfers, disciplinary actions and termination.

#### **ARTICLE 30. SEVERABILITY CLAUSE**

In the event that any provision of this Agreement is found to be in conflict with any laws of the State of Maine, or ordinance of the Town of Brunswick, such invalidity shall not affect the validity of the remaining provisions.

In the event invalidity is determined as set forth above, either party may request collective bargaining negotiations for the purpose of arriving at a satisfactory replacement for such provision during the period of invalidity.

#### **ARTICLE 31. LONGEVITY PAY**

Longevity bonuses will be paid according to the schedule below.

<u>Years of Service</u>	<u>July 1, 2025</u>	<u>July 1, 2026</u>	<u>July 1, 2027</u>
10-14	\$1.20 per hour	\$1.20 per hour	\$1.20 per hour
15-17	\$1.30 per hour	\$1.30 per hour	\$1.30 per hour
18 or more	\$1.40 per hour	\$1.40 per hour	\$1.40 per hour

#### **ARTICLE 32. CLASSIFICATION AND RE-CLASSIFICATION PROCEDURE**

##### **Class Specifications**

The town manager and/or the town manager's designee shall determine:

- A. Job Titles



B. Relationship of one classification to the others; and

C. Job specifications.

The Town of Brunswick shall provide the Union with a copy of the class specification of each title covered by the Agreement for which such a specification exists.

**Employee Access:** Each employee in the bargaining unit shall be permitted by the Town to have access to examine his/her job class specifications.

Where the Union believes that a job specification or the name of a job title is either inaccurate or inappropriate, it may present information regarding such inaccuracies or inappropriateness to the town manager's designee for review and adjustments as needed to the job specification, job title, and/or required wage adjustment. However, no request shall be submitted by the Union, unless there is a change in job duties or market conditions.

### **Classification/Compensation Review:**

**Purpose:** This Article is intended to provide a process for reviewing job classifications when it is alleged that those classifications may require modification.

### **Review Process:**

The employee requesting the job classification review shall initially discuss the request with their immediate supervisor. The employee may then request, in writing, a "Job Reclassification Form" from the town manager's designee. Within ten (10) days of receiving it, the employee shall complete the Job Reclassification Form" and submit it to the department head. The department head and employee shall discuss the reclassification request and the department head shall respond to the employee regarding the reclassification request within fifteen (15) working days of meeting with the employee.

The department head shall submit the Job Reclassification Form to the town manager's designee for review. The town manager's designee shall meet with the employee requesting said reclassification, appropriate department head and one representative from the Union within ten (10) working days. Within ten (10) working days of this meeting, the town manager's designee shall report all findings to the town manager. Within ten (10) working days, if the town manager agrees with the request, the proposed change shall be implemented as mutually agreed upon with the Union.

If the request is denied by the town manager, the town manager will inform the employee and the Union of the reason for the determination within 10 working days. The Union and the employee shall have the right to present further information to the town manager and must submit such information within ten (10) working days to justify the request. The town manager shall review the material given and meet with the employee and Union representative, within ten

(10) working days to discuss the request. The town manager shall make a final written decision within ten (10) working days following the meeting with the Union.

If additional information regarding a denied request becomes available to the Union and employee and is of significant magnitude to warrant reconsideration of said request, said request may be resubmitted to the town manager for reconsideration, provided that no such resubmission shall be made more than once per year.

The Employer and the Union agree that the procedure provided in this Article shall be the sole procedure for Classification/Compensation Review for all classes covered by this agreement. No other Classification/Compensation Reviews shall be granted under any other provisions of this agreement. The determination of the town manager shall be final. The provisions of this Article shall not be subject to the grievance procedure.

### **Acting Appointments**

Employees may be appointed to serve in an acting capacity during a vacancy in a superior position. Any change in the employee's compensation shall be arranged at that time by the town manager with notification to the Union.

### **ARTICLE 33. FILLING OF JOB VACANCIES.**

The Town posts job openings on its website and the Union agrees to avail itself of the Town's website notification in order to receive e-mail notice when jobs are posted.

### **ARTICLE 34. PAY PERIOD**

Employees will be paid on a bi-weekly basis, with each week treated separately for the determination of time used, time earned and overtime.

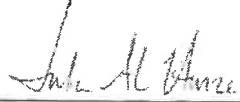
### **ARTICLE 35. CROSS-TRAINING**

Should the Town find it in their best interest to cross train its employees, both AFSCME and the Town have agreed to go back to the table to discuss implementation as well as impacts on the various jobs proposed for such cross-training.

### **ARTICLE 36. TERM OF AGREEMENT**

This Agreement shall be effective July 6, 2025 and shall remain in full force and effective until June 30, 2028. The Parties hereby give notice of their intent to negotiate changes in the contract during the last year of its duration prior to its expiration date. This Agreement shall remain in full force and be effective during the period of negotiations.

**TOWN OF BRUNSWICK**

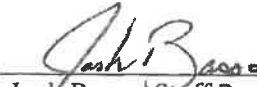


Julia A.C. Henze, Town Manager

5/20/25

Date

**AFSCME COUNCIL #93, LOCAL 2011**



Josh Basso, Staff Representative

5/27/2025

Date



Angela Bradstreet

5/27/25

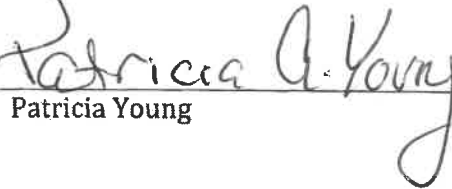
Date



Susan Karnes

5/27/25

Date



Patricia Young

5/27/25

Date

July 6, 2025 to June 30, 2026 Wage Scale

COLA (FT) = 11.71%

COLA (PT) = 4.60%

Position	Grade	Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13
Custodian (PT)	2	19.8118	20.2080	20.6122	21.0244	21.4449	21.8738	22.3113	22.7575	23.2126	23.6769	24.1504	24.6334	25.1261	25.6286	
Customer Service Rep II (PT)	2	19.8118	20.2080	20.6122	21.0244	21.4449	21.8738	22.3113	22.7575	23.2126	23.6769	24.1504	24.6334	25.1261	25.6286	
Administrative Floater (PT)	4	21.8425	22.2793	22.7249	23.1794	23.6430	24.1159	24.5982	25.0901	25.5919	26.1038	26.6258	27.1584	27.7015	28.2556	
Administrative Assistant PW (PT)	4	21.8425	22.2793	22.7249	23.1794	23.6430	24.1159	24.5982	25.0901	25.5919	26.1038	26.6258	27.1584	27.7015	28.2556	
Custodian (FT)	12	21.1584	21.5816	22.0132	22.4535	22.9026	23.3606	23.8278	24.3044	24.7905	25.2863	25.7920	26.3079	26.8340	27.3707	
Parking Control Officer	14	23.3272	23.7937	24.2696	24.7550	25.2501	25.7551	26.2702	26.7956	27.3315	27.8781	28.4357	29.0044	29.5845	30.1762	
Administrative Floater	14	23.3272	23.7937	24.2696	24.7550	25.2501	25.7551	26.2702	26.7956	27.3315	27.8781	28.4357	29.0044	29.5845	30.1762	
Administrative Assist. Fire	14	23.3272	23.7937	24.2696	24.7550	25.2501	25.7551	26.2702	26.7956	27.3315	27.8781	28.4357	29.0044	29.5845	30.1762	
Administrative Assist. Planning	14	23.3272	23.7937	24.2696	24.7550	25.2501	25.7551	26.2702	26.7956	27.3315	27.8781	28.4357	29.0044	29.5845	30.1762	
Administrative Assistant PW	14	23.3272	23.7937	24.2696	24.7550	25.2501	25.7551	26.2702	26.7956	27.3315	27.8781	28.4357	29.0044	29.5845	30.1762	
Animal Control Officer	14	23.3272	23.7937	24.2696	24.7550	25.2501	25.7551	26.2702	26.7956	27.3315	27.8781	28.4357	29.0044	29.5845	30.1762	
Assistant Town Clerk	14	23.3272	23.7937	24.2696	24.7550	25.2501	25.7551	26.2702	26.7956	27.3315	27.8781	28.4357	29.0044	29.5845	30.1762	
Bookkeeper / Records Clerk PD	14	23.3272	23.7937	24.2696	24.7550	25.2501	25.7551	26.2702	26.7956	27.3315	27.8781	28.4357	29.0044	29.5845	30.1762	
Facilities Maintenance Worker	14	23.3272	23.7937	24.2696	24.7550	25.2501	25.7551	26.2702	26.7956	27.3315	27.8781	28.4357	29.0044	29.5845	30.1762	
Assistant Tax Collector	15	24.4935	24.9834	25.4831	25.9927	26.5126	27.0428	27.5837	28.1354	28.6981	29.2720	29.8575	30.4546	31.0637	31.6850	
Caseworker / Human Services	15	24.4935	24.9834	25.4831	25.9927	26.5126	27.0428	27.5837	28.1354	28.6981	29.2720	29.8575	30.4546	31.0637	31.6850	
Recreation Office Manager	15	24.4935	24.9834	25.4831	25.9927	26.5126	27.0428	27.5837	28.1354	28.6981	29.2720	29.8575	30.4546	31.0637	31.6850	
Financial Administrative Assist.	16	25.7182	26.2326	26.7572	27.2924	27.8382	28.3950	28.9629	29.5421	30.1330	30.7356	31.3504	31.9774	32.6169	33.2692	
Accounting Assistant	19	29.7720	30.3675	30.9748	31.5943	32.2262	32.8707	33.5282	34.1987	34.8827	35.5803	36.2919	37.0178	37.7581	38.5133	
Appraiser	19	29.7720	30.3675	30.9748	31.5943	32.2262	32.8707	33.5282	34.1987	34.8827	35.5803	36.2919	37.0178	37.7581	38.5133	
Assistant Assessor	20	31.2606	31.8859	32.5236	33.1740	33.8375	34.5143	35.2046	35.9087	36.6268	37.3594	38.1065	38.8687	39.6461	40.4390	

FY 2026-27 Wage Scale

COLA = 4.00%

Position	Grade	Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13
Custodian (PT)	2	20.6042	21.0163	21.4366	21.8654	22.3027	22.7487	23.2037	23.6678	24.1411	24.6240	25.1164	25.6188	26.1312	26.6538	
Customer Service Rep II (PT)	2	20.6042	21.0163	21.4366	21.8654	22.3027	22.7487	23.2037	23.6678	24.1411	24.6240	25.1164	25.6188	26.1312	26.6538	
Administrative Floater (PT)	4	22.7162	23.1705	23.6339	24.1066	24.5887	25.0805	25.5821	26.0937	26.6156	27.1479	27.6909	28.2447	28.8096	29.3858	
Administrative Assistant PW (PT)	4	22.7162	23.1705	23.6339	24.1066	24.5887	25.0805	25.5821	26.0937	26.6156	27.1479	27.6909	28.2447	28.8096	29.3858	
Custodian (FT)	12	22.0048	22.4449	22.8938	23.3516	23.8187	24.2950	24.7809	25.2766	25.7821	26.2977	26.8237	27.3602	27.9074	28.4655	
Parking Control Officer	14	24.2603	24.7455	25.2404	25.7452	26.2601	26.7853	27.3210	27.8674	28.4248	28.9933	29.5731	30.1646	30.7679	31.3832	
Administrative Floater	14	24.2603	24.7455	25.2404	25.7452	26.2601	26.7853	27.3210	27.8674	28.4248	28.9933	29.5731	30.1646	30.7679	31.3832	
Administrative Assist. Fire	14	24.2603	24.7455	25.2404	25.7452	26.2601	26.7853	27.3210	27.8674	28.4248	28.9933	29.5731	30.1646	30.7679	31.3832	
Administrative Assist. Planning	14	24.2603	24.7455	25.2404	25.7452	26.2601	26.7853	27.3210	27.8674	28.4248	28.9933	29.5731	30.1646	30.7679	31.3832	
Administrative Assistant PW	14	24.2603	24.7455	25.2404	25.7452	26.2601	26.7853	27.3210	27.8674	28.4248	28.9933	29.5731	30.1646	30.7679	31.3832	
Animal Control Officer	14	24.2603	24.7455	25.2404	25.7452	26.2601	26.7853	27.3210	27.8674	28.4248	28.9933	29.5731	30.1646	30.7679	31.3832	
Assistant Town Clerk	14	24.2603	24.7455	25.2404	25.7452	26.2601	26.7853	27.3210	27.8674	28.4248	28.9933	29.5731	30.1646	30.7679	31.3832	
Bookkeeper / Records Clerk PD	14	24.2603	24.7455	25.2404	25.7452	26.2601	26.7853	27.3210	27.8674	28.4248	28.9933	29.5731	30.1646	30.7679	31.3832	
Facilities Maintenance Worker	14	24.2603	24.7455	25.2404	25.7452	26.2601	26.7853	27.3210	27.8674	28.4248	28.9933	29.5731	30.1646	30.7679	31.3832	
Assistant Tax Collector	15	25.4733	25.9827	26.5024	27.0324	27.5731	28.1246	28.6870	29.2608	29.8460	30.4429	31.0518	31.6728	32.3063	32.9524	
Caseworker / Human Services	15	25.4733	25.9827	26.5024	27.0324	27.5731	28.1246	28.6870	29.2608	29.8460	30.4429	31.0518	31.6728	32.3063	32.9524	
Recreation Office Manager	15	25.4733	25.9827	26.5024	27.0324	27.5731	28.1246	28.6870	29.2608	29.8460	30.4429	31.0518	31.6728	32.3063	32.9524	
Financial Administrative Assist.	16	26.7469	27.2819	27.8275	28.3841	28.9517	29.5308	30.1214	30.7238	31.3383	31.9651	32.6044	33.2565	33.9216	34.6000	
Accounting Assistant	19	30.9629	31.5822	32.2138	32.8581	33.5153	34.1856	34.8693	35.5667	36.2780	37.0036	37.7436	38.4985	39.2685	40.0538	
Appraiser	19	30.9629	31.5822	32.2138	32.8581	33.5153	34.1856	34.8693	35.5667	36.2780	37.0036	37.7436	38.4985	39.2685	40.0538	
Assistant Assessor	20	32.5111	33.1613	33.8245	34.5010	35.1910	35.8948	36.6127	37.3450	38.0919	38.8537	39.6308	40.4234	41.2319	42.0565	

FY 2027-28 Wage Scale

COLA = 4.00%

Position	Grade	Step	0	1	2	3	4	5	6	7	8	9	10	11	12	13
Custodian (PT)	2	21.4284	21.8570	22.2941	22.7400	23.1948	23.6587	24.1319	24.6145	25.1068	25.6089	26.1211	26.6435	27.1764	27.7199	27.7199
Customer Service Rep II (PT)	2	21.4284	21.8570	22.2941	22.7400	23.1948	23.6587	24.1319	24.6145	25.1068	25.6089	26.1211	26.6435	27.1764	27.7199	27.7199
Administrative Floater (PT)	4	23.6248	24.0973	24.5793	25.0708	25.5723	26.0837	26.6054	27.1375	27.6802	28.2338	28.7985	29.3745	29.9620	30.5612	30.5612
Administrative Assistant PW (PT)	4	23.6248	24.0973	24.5793	25.0708	25.5723	26.0837	26.6054	27.1375	27.6802	28.2338	28.7985	29.3745	29.9620	30.5612	30.5612
Custodian (FT)	12	22.8850	23.3427	23.8095	24.2857	24.7714	25.2668	25.7722	26.2876	26.8134	27.3496	27.8966	28.4546	29.0237	29.6041	29.6041
Parking Control Officer	14	25.2307	25.7353	26.2500	26.7750	27.3105	27.8567	28.4138	28.9821	29.5618	30.1530	30.7560	31.3712	31.9986	32.6386	32.6386
Administrative Floater	14	25.2307	25.7353	26.2500	26.7750	27.3105	27.8567	28.4138	28.9821	29.5618	30.1530	30.7560	31.3712	31.9986	32.6386	32.6386
Administrative Assist. Fire	14	25.2307	25.7353	26.2500	26.7750	27.3105	27.8567	28.4138	28.9821	29.5618	30.1530	30.7560	31.3712	31.9986	32.6386	32.6386
Administrative Assist. Planning	14	25.2307	25.7353	26.2500	26.7750	27.3105	27.8567	28.4138	28.9821	29.5618	30.1530	30.7560	31.3712	31.9986	32.6386	32.6386
Administrative Assistant PW	14	25.2307	25.7353	26.2500	26.7750	27.3105	27.8567	28.4138	28.9821	29.5618	30.1530	30.7560	31.3712	31.9986	32.6386	32.6386
Animal Control Officer	14	25.2307	25.7353	26.2500	26.7750	27.3105	27.8567	28.4138	28.9821	29.5618	30.1530	30.7560	31.3712	31.9986	32.6386	32.6386
Assistant Town Clerk	14	25.2307	25.7353	26.2500	26.7750	27.3105	27.8567	28.4138	28.9821	29.5618	30.1530	30.7560	31.3712	31.9986	32.6386	32.6386
Bookkeeper / Records Clerk PD	14	25.2307	25.7353	26.2500	26.7750	27.3105	27.8567	28.4138	28.9821	29.5618	30.1530	30.7560	31.3712	31.9986	32.6386	32.6386
Facilities Maintenance Worker	14	25.2307	25.7353	26.2500	26.7750	27.3105	27.8567	28.4138	28.9821	29.5618	30.1530	30.7560	31.3712	31.9986	32.6386	32.6386
Assistant Tax Collector	15	26.4922	27.0220	27.5625	28.1137	28.6760	29.2495	29.8345	30.4312	31.0398	31.6606	32.2938	32.9397	33.5985	34.2705	34.2705
Caseworker / Human Services	15	26.4922	27.0220	27.5625	28.1137	28.6760	29.2495	29.8345	30.4312	31.0398	31.6606	32.2938	32.9397	33.5985	34.2705	34.2705
Recreation Office Manager	15	26.4922	27.0220	27.5625	28.1137	28.6760	29.2495	29.8345	30.4312	31.0398	31.6606	32.2938	32.9397	33.5985	34.2705	34.2705
Financial Administrative Assist.	16	27.8168	28.3731	28.9406	29.5194	30.1098	30.7120	31.3262	31.9528	32.5918	33.2437	33.9085	34.5867	35.2784	35.9840	35.9840
Accounting Assistant	19	32.2014	32.8455	33.5024	34.1724	34.8559	35.5530	36.2640	36.9893	37.7291	38.4837	39.2534	40.0384	40.8392	41.6560	41.6560
Appraiser	19	32.2014	32.8455	33.5024	34.1724	34.8559	35.5530	36.2640	36.9893	37.7291	38.4837	39.2534	40.0384	40.8392	41.6560	41.6560
Assistant Assessor	20	33.8115	34.4877	35.1775	35.8810	36.5987	37.3306	38.0773	38.8388	39.6156	40.4079	41.2160	42.0404	42.8812	43.7388	43.7388