AGREEMENT BETWEEN THE TOWN OF BRUNSWICK

AND

LOCAL 2011, COUNCIL #93 AFSCME

July 1, 2022 - June 30, 2025

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Agreement made this 29th day of November, 2022, 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 Statues 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, after successful completion of a 6-month probation period, except as otherwise provided herein, or to refrain from doing so. 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 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>	Pay Grade	Regular Working Hours
Custodian (PT and FT)	12	20.0-40.0
Parking Enforcement Officer	12	40.0
Animal Control Officer	14	40.0
Assistant Town Clerk	14	40.0
Bookkeeper/Records Clerk PD	14	40.0

Administrative Assistant/Fire	14	40.0
Administrative Assistant Planning	14	40.0
Administrative Assistant Public Works	14	40.0
Assistant Tax Collector	15	40.0
Human Services Caseworker	15	40.0
Recreation Office Manager	15	40.0
Evidence & Records Specialist	16	40.0
Financial Administrative Assistant	16	40.0
Deputy Town Clerk	18	40.0
Accounting Assistant	19	40.0
Appraiser	19	40.0

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.

Inactive positions		
Bookkeeper PW	13	37.5
Administrative Assistant/Human Services/Floater	13	40.0
Administrative Assistant/Assessing/Floater	14	40.0
Administrative Assistant/Planning & Development	14	40.0
Facilities Foreman	14	40.0
Administrative Registrar P&R	14	40.0
Operational Assistant PW	16	37.5
Planning Technician	16	40.0
Assistant Assessor	20	40.0
Building/Code Inspector	20	40.0

Probationary employees are excluded from the provisions of this agreement for a period of six months.

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 hour 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.	President's Day	10.	Veterans Day
4.	Patriot's Day	11.	Thanksgiving Day
5.	Memorial Day	12.	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.

15.

Personal Days (3)

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

Three "Personal Days" per fiscal year may be selected by the employee when reasonable notice is given to the department head. Probationary employees are not eligible for the "Personal Day" unless they have been eligible in the period previous to their probation (such as an employee who is transferred to a different position).

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.

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

Avg. hours worked per week	20.0	25.0	30.0	35.0	37.5	40.0
From date of hire through end of year 5 accrue at this rate: (2 wks/yr)						
Wkly. Accumulation (in hours)	.769	.962	1.154	1.346	1.442	1.538
From beginning of year 6 through end of year 12_accrue at this rate: (3 wks/yr)						
Wkly. Accumulation (in hours)	1.154	1.442	1.731	2.019	2.163	2.308
From beginning of year 13 through end of year 19_accrue at this rate: (4 wks/yr)				·		
Wkly. Accumulation (in hours)	1.538	1.923	2.308	2.692	2.885	3.077
For years 20+, accrue at this rate: (5 wks/yr)						
Wkly. Accumulation (in hours)	1.923	2.404	2.885	3.365	3.606	3.846

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 thirty (30) days of

vacation; such time in excess of thirty (30) days will be lost.

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

All "Request for Leave" forms must be signed by the department head and returned to the employee requesting such leave within two working days of the date the department head receives the request.

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. 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 9. 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.

ARTICLE 10. 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 one day for each full calendar month of service, and may be accumulated to a maximum of 132 days. 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 twelve (12) days 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 days 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 11. BEREAVEMENT LEAVE

A maximum of five (5) working days 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 12. 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 13. 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 14. 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.

Effective July 1, 2019 new participants to the buyback program shall be limited to $40\%\,\text{of}$ the single rate.

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

ARTICLE 15. 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 16. 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 17. 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 18. 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 19. WAGES

Wages will be paid in accordance with the wage scales attached as Appendix A. The following is a summary of the scales.

The wage scales effective for July 1, 2022 are attached.

Effective January 1, 2023, the then existing scale shall be increased by 3.5% provided health insurance cost share changes to 80/20.

Effective July 1, 2023, the then existing scale shall be increased by 4%

Effective July 1, 2024, the then existing scale shall be increased by 4%.

Effective July 1, 2022, Patricia Young and Brenda Poplaski will be grandfathered at a pay rate of \$24.6129 and shall receive applicable COLAs going forward.

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 20. 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 20. A. EMPLOYEE INFORMATION

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

ARTICLE 21. 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 22. 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 23. 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 24. UNIFORM ALLOWANCE

The Town agrees to pay at the rate of five hundred and fifty dollars (\$550) per year for replacement of uniforms and accessory clothing and equipment for the Animal Control Officer and Parking Officer. One-third (1/3) of this amount may be used for uniform cleaning.

The Town agrees to pay at the rate of four hundred dollars (\$400) for the replacement of uniforms and accessory clothing for all custodians (full-time and part-time). The following articles of clothing may be purchased from the uniform account:

- long or short sleeve work shirts
- work pants

- gloves
- a set of overalls for winter wear

The Town further agrees to provide "Town of Brunswick" patches to be applied to uniforms for the custodian. The Town will supply the custodian with safety-toed shoes to be replaced annually or as needed as determined by normal wear and tear. The Town will also supply appropriate rain gear as needed. The custodian is required to wear uniforms provided by the Town while on duty at all times. All uniforms and other clothing purchased by the Town shall be promptly returned at the time the employee permanently leaves the position.

ARTICLE 25. 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 26. 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 27. 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 28. 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 29. LONGEVITY PAY

Longevity bonuses will be paid according to the schedule below.

Years of Service	July 1, 2022	July 1, 2023	July 1, 2024
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 30. CLASSIFICATION AND RE-CLASSIFICATION PROCEDURE

Class Specifications

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

- A. lob 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 within the first year of this contract, unless there is a change in job duties.

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 discusses 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 30 A. 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 31. FAIR SHARE

Any employee who does not make an application for membership in the Union may pay the union each month a fair share as contribution toward the administration of the agreement in accordance with Article IV, Section2 of the AFSCME Council 93 Constitution and Article IX, Section 6 of the international Union Constitution and as per MRSA 26 § 629 Section 4 or sign a non-member waiver form.

ARTICLE 32. 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 33. 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 34. TERM OF AGREEMENT

This Agreement shall be effective July 1, 2022 and shall remain in full force and effective until June 30, 2025. 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

AFSCME COUNCIL #93, LOCAL 2011

| William | 1//30/22 |
| By: | Date | | 1//

		MAGUIRE	KENNEY	LUCAS	HICKS	BROWN	POPLASKI	WARNER	DURISKO	BROWN	BEAN	YOUNG	BURDIN	DONALDSON	BURNETTE	KARNES	PINETTE	BRADSTREET	ALLEN	GUERETTE	6000	CASKIN	LNAME
B _P ;	Town of Brunswick	ABBEN	LOLITA	BRITTANY	MADELEINE	ELAINE	BRENDA	НОЦ	STACEY	HEATHER	HIIGUL	PATRICIA	TAYLOR	N AMY	ALI	SUSAN	NANCY	T ANGELA	LAUREN	TESUE	PATRICIA	ANTHONY	FNAME
John Fri	unswick?	ACCT ASST	CUSTODIAN FT	FADMPR	RECADMINREG	CASWKR	ADMIN ASST (15	PRK ENFOR	EVID REC SPEC	ANML CNTRL	BOOKPR	ADMASSTFR	ADMIN ASST	ASSTTXCLK	ASSTTWCLK	DEPTWCLK	APPRAISER	APPRAISER	ASSTTXCLK	ASSTTWCLK	ACCT ASST	ASSITIXCLK	JOB_DESC
	<u></u>	40.0	40.0	40.0	40.0	37.5	40,0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	37.5	37.5	40.0	40.0	40.0	37.5	40.0	40.0	HOURS
ANAGEL		40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40,0	40.0	40.0	NEW
• 1		18	10	16	14	14	14	10	12	14	13	14	14	14	13	17	18	18	14	13	18	14	BEFORE GRADE
4/30/22 Date	to.	6	6	6	6	00	13	13	10	c n	13	13	7	ω	ω.	4	6	¢c;	o,	ω	벎	и	BEFORE STEP
		19	12	16	15	15	14	r.	16	14	14	14	14	15 !	14	18	19	19	5	14	19	15	AFTER
	,	U1	ω	7	on -	7	OFF SCALE	10	ω .	7	12	OFF SCALE	xo 1	۰,	J U	ו נו	3 1 (x 0	л	2	12	4	AFTER
By: By:		24 5392	16 6127	22 2566	20.1749	20 9900	73 1746	19.0828	19 8237	20 1749	22,0717	73 1746	1110,01	18.1084	22,4894	24.3392	24 5302	2003 30	20 1740	18 1054	28.1879	19.7793	OLD RATE
BY MARCH BOOK 2011	,	,			, ,	1.40	1 40	1 70		, F.	·	. ·	,		,	,	,	,	,	. t.	1	.	LONGEVITY
Satisfies to the same of the s	24.5392	16.6127	22,2566	20.1749	20,1740	24.5/4b	20,2328	19.823/	20,1749	23.4/1/	24,5746	20,5784	19.0112	18,1064	22,4894	24,5392	25,5306	20.1/49	18,1064	19 1001	30,732	19 7703	TOT PAY RATE
	26.2852	17.9551	23.6233	22.0574	22.4985	24.6129	20.6248	21.8243	21.4270	23.6572	24.6129	21.8555	20.3776	19.4072	24.0614	26,8109	27.8940	21.6249	19.4072	30,1933	6007.17		NEW RATE
Date (30) 30 Date Date Date Date Date Date			,		•	1.400	1.20	,		1.40	1.40	,			,	1	•			1.40			LONGEVITY
122 133 33 22	26.2852	17.9551	23,6233	22,0574	22,4985	26,0129	21.8248	21,8243	21,4270	25,0572	26,0129	21.8555	20,3776	19.4072	24,0614	26.8109	27.8940	21_6249	19,4072	31,5933	21.2009	(AFTER)	TOT PAY RATE
	1.7460	1.3424	1.3667	1.8825	1.5085	1.4383	1.5420	2.0006	1.2521	1.5855	1.4383	1.2771	1.3664	1.3008	1.5720	2.2717	2.3634	1.4500	1.3008	2.0054	1.4216	MORE ADJ	\$ PER HOUR
	7.1% EQUITY ADJUSTMENT	8.1% EQUITY ADJUSTMENT	6.1% NO RECLASS	9.3% RECLASS	7.2% EQUITY ADJUSTMENT	6.2% NO RECLASS	8.1% EQUITY ADJUSTMENT	10.1% RECLASS	6.2% NO RECLASS	7.2% EQUITY ADJUSTMENT	6.2% NO RECLASS	6.2% NO RECLASS	7.2% EQUITY ADJUSTMENT	7.2% EQUITY ADJUSTMENT	7.0% EQUITY ADJUSTMENT	9.3% RECLASS	9.3% RECLASS	7.2% EQUITY ADJUSTMENT	7.2% EQUITY ADJUSTMENT	7.1% EQUITY ADJUSTMENT	7.2% EQUITY ADJUSTMENT	ADJUSTMENT	BASE

Placemo

11-29-22

7-1-2022 to 12-31-2022 Wage Scale

Position	Grade	Step													
		0	1	2	3	4	5	6	7	8	9	10	11	12	13
Custodian (PT & FT)	12	16.9194	17.2578	17.6030	17.9551	18.3142	18.6805	19.0541	19.4352	19.8239	20.2204	20.6248	21.0373	21.4580	21.8872
Parking Control Officer	12	16.9194	17.2578	17.6030	17.9551	18,3142	18.6805	19.0541	19.4352	19.8239	20.2204	20.6248	21.0373	21,4580	21.8872
Vacant	13	17.7654	18.1207	18.4831	18.8528	19.2299	19.6145	20.0068	20.4069	20.8150	21.2313	21.6559	22.0890	22.5308	22.9814
Administrative Assist. Fire	14	18.6536	19.0267	19.4072	19.7953	20.1912	20.5950	21.0069	21.4270	21.8555	22.2926	22.7385	23.1933	23.6572	24.1303
Administrative Assist. Planning	14	18.6536	19.0267	19.4072	19.7953	20.1912	20.5950	21.0069	21.4270	21.8555	22.2926	22.7385	23.1933	23.6572	24.1303
Administrative Assistant PW	14	18.6536	19.0267	19.4072	19.7953	20.1912	20.5950	21.0069	21,4270	21.8555	22.2926	22.7385	23.1933	23.6572	24.1303
Animal Control Officer	14	18.6536	19.0267	19.4072	19.7953	20.1912	20.5950	21.0069	21.4270	21.8555	22.2926	22.7385	23.1933	23.6572	24.1303
Assistant Town Clerk	14	18.6536	19.0267	19.4072	19.7953	20.1912	20.5950	21.0069	21.4270	21.8555	22.2926	22.7385	23.1933	23.6572	24.1303
Bookkeeper / Records Clerk PD	14	18.6536	19.0267	19.4072	19.7953	20.1912	20.5950	21.0069	21.4270	21.8555	22.2926	22.7385	23.1933	23.6572	24.1303
Assistant Tax Collector	15	19.5863	19.9780	20.3776	20.7852	21.2009	21.6249	22.0574	22,4985	22.9485	23.4075	23.8757	24.3532	24.8403	25.3371
Caseworker / Human Services	15	19.5863	19.9780	20.3776	20.7852	21.2009	21.6249	22.0574	22.4985	22.9485	23.4075	23.8757	24.3532	24.8403	25.3371
Recreation Office Manager	15	19.5863	19.9780	20.3776	20.7852	21.2009	21.6249	22.0574	22.4985	22.9485	23.4075	23.8757	24.3532	24.8403	25.3371
Evidence & Records Specialist	16	20.5656	20.9769	21.3964	21.8243	22.2608	22.7060	23.1601	23,6233	24.0958	24.5777	25.0693	25.5707	26.0821	26.6037
Financial Administrative Assist.	16	20.5656	20.9769	21.3964	21.8243	22.2608	22,7060	23.1601	23.6233	24.0958	24.5777	25.0693	25.5707 25.5707	26.0821	26.6037
Vacant	17	21.5939	22.0258	22.4663	22.9156	23.3739	23.8414	24.3182	24.8046	25.3007	25.8067	26.3228	26.8493	27.3863	
Deputy Town Clerk	18	22.6736	23.1271	23.5896	24.0614	24.5426	25.0335	25.5342	26.0449	26.5658	27.0971	27.6390	28.1918	28.7556	27.9340
Accounting Assistant	19	23.8073	24.2834	24.7691	25.2645	25.7698	26.2852	26.8109	27.3471	27.8940	28.4519	29.0209	29.6013	30.1933	29.3307 30.7972
Appraiser	19	23.8073	24.2834	24.7691	25.2645	25.7698	26.2852	26.8109	27.3471	27.8940	28.4519	29.0209	29.6013	30.1933	
/acant	20	24.9977	25.4976	26.0076	26.5277	27.0583	27.5995	28.1514	28.7145	29.2887	29.8745	30.4719	31.0814		30.7972
										25.2007	25.0745	30.4713	31.0814	31.7030	32.3371

1-1-2023 to 6-30-2023 Wage Scale COLA = 3.50%

Position	Grade	Step													
		0	1	2	3	4	5	6	7	8	9	10	11	12	13
Custodian (PT & FT)	12	17.5116	17.8618	18.2190	18.5834	18.9551	19.3342	19.7209	20.1153	20.5176	20.9280	21,3466	21.7735	22.2090	22.6532
Parking Control Officer	12	17.5116	17.8618	18.2190	18.5834	18.9551	19.3342	19.7209	20.1153	20.5176	20.9280	21.3466	21,7735	22.2090	22.6532
Vacant	13	18.3872	18.7549	19.1300	19.5126	19.9029	20.3010	20.7070	21.1211	21.5435	21.9744	22.4139	22.8622	23.3194	23.7858
Administrative Assist. Fire	14	19.3065	19.6926	20.0865	20.4882	20.8980	21.3160	21.7423	22.1771	22.6206	23.0730	23.5345	24.0052	24,4853	24.9750
Administrative Assist. Planning	14	19.3065	19.6926	20.0865	20.4882	20.8980	21.3160	21.7423	22.1771	22.6206	23.0730	23.5345	24.0052	24.4853	24.9750
Administrative Assistant PW	14	19.3065	19.6926	20.0865	20.4882	20.8980	21.3160	21.7423	22.1771	22.6206	23.0730	23.5345	24.0052	24.4853	24.9750
Animal Control Officer	14	19.3065	19.6926	20.0865	20.4882	20.8980	21.3160	21.7423	22.1771	22.6206	23.0730	23.5345	24.0052	24.4853	24.9750
Assistant Town Clerk	14	19.3065	19.6926	20.0865	20.4882	20.8980	21.3160	21.7423	22.1771	22.6206	23.0730	23.5345	24.0052	24.4853	24.9750
Bookkeeper / Records Clerk PD	14	19.3065	19.6926	20.0865	20.4882	20.8980	21.3160	21.7423	22.1771	22.6206	23.0730	23.5345	24.0052	24,4853	24.9750
Assistant Tax Collector	15	20.2718	20.6773	21.0908	21.5126	21.9429	22.3818	22.8294	23.2860	23.7517	24.2267	24.7112	25.2054	25,7095	26.2237
Caseworker / Human Services	15	20.2718	20.6773	21.0908	21.5126	21.9429	22.3818	22.8294	23.2860	23.7517	24.2267	24.7112	25,2054	25,7095	26,2237
Recreation Office Manager	15	20.2718	20.6773	21.0908	21.5126	21.9429	22.3818	22.8294	23.2860	23.7517	24.2267	24.7112	25.2054	25.7095	26.2237
Evidence & Records Specialist	16	21.2854	21.7111	22.1453	22.5882	23.0400	23.5008	23.9708	24.4502	24.9392	25.4380	25.9468	26.4657	26.9950	27.5349
Financial Administrative Assist.	16	21.2854	21.7111	22.1453	22.5882	23.0400	23.5008	23.9708	24.4502	24.9392	25.4380	25.9468	26.4657	26.9950	27.5349
Vacant	17	22.3497	22.7967	23.2526	23.7177	24.1921	24.6759	25.1694	25.6728	26.1863	26.7100	27.2442	27.7891	28.3449	28.9118
Deputy Town Clerk	18	23.4672	23.9365	24.4152	24.9035	25.4016	25.9096	26.4278	26.9564	27.4955	28.0454	28.6063	29.1784	29.7620	30.3572
Accounting Assistant	19	24.6406	25.1334	25.6361	26.1488	26.6718	27.2052	27.7493	28.3043	28.8704	29.4478	30.0368	30.6375	31,2503	31.8753
Appraiser	19	24.6406	25.1334	25.6361	26.1488	26.6718	27.2052	27.7493	28.3043	28.8704	29.4478	30.0368	30.6375	31.2503	31.8753
Vacant	20	25.8726	26.3901	26.9179	27.4562	28.0054	28.5655	29.1368	29.7195	30.3139	30.9202	31.5386	32.1694	32.8128	33.4691

FY 2023-24 Wage Scale COLA = 4.00%

Position	Grade	Step													
		0	1	2	3	4	5	6	7	8	9	10	11	12	13
Custodian (PT & FT)	12	18.2120	18.5763	18.9478	19.3267	19.7133	20.1076	20.5097	20.9199	21.3383	21.7651	22.2005	22.6444	23.0974	23.5593
Parking Control Officer	12	18.2120	18.5763	18.9478	19.3267	19.7133	20.1076	20.5097	20.9199	21.3383	21.7651	22.2005	22.6444	23.0974	23.5593
Vacant	13	19.1226	19.5051	19.8952	20.2931	20.6990	21,1130	21.5353	21.9659	22.4052	22.8534	23.3105	23.7767	24.2522	24.7372
Administrative Assist. Fire	14	20.0788	20.4803	20.8900	21.3077	21.7339	22.1686	22.6120	23.0642	23.5254	23.9959	24.4759	24.9654	25.4647	25.9740
Administrative Assist. Planning	14	20.0788	20.4803	20.8900	21.3077	21.7339	22.1686	22.6120	23.0642	23.5254	23.9959	24.4759	24.9654	25.4647	25.9740
Administrative Assistant PW	14	20.0788	20.4803	20.8900	21.3077	21.7339	22.1686	22.6120	23.0542	23.5254	23.9959	24.4759	24.9654	25.4647	25.9740
Animal Control Officer	14	20.0788	20.4803	20.8900	21.3077	21.7339	22.1686	22.6120	23.0642	23.5254	23.9959	24.4759	24.9654	25.4647	25.9740
Assistant Town Clerk	14	20.0788	20.4803	20.8900	21.3077	21.7339	22.1686	22.6120	23.0642	23.5254	23.9959	24.4759	24.9654	25.4647	25.9740 25.9740
Bookkeeper / Records Clerk PD	14	20.0788	20.4803	20.8900	21.3077	21.7339	22.1686	22.6120	23.0642	23.5254	23.9959	24.4759	24.9654	25.4647	25.9740
Assistant Tax Collector	15	21.0827	21.5044	21.9344	22.3731	22.8206	23.2771	23.7426	24.2174	24.7018	25.1958	25.6996	26.2136	26.7379	27.2726
Caseworker / Human Services	15	21.0827	21.5044	21.9344	22.3731	22.8206	23.2771	23.7426	24.2174	24.7018	25.1958	25.6996	26.2136	26.7379	27.2726
Recreation Office Manager	15	21.0827	21.5044	21.9344	22.3731	22.8206	23.2771	23.7426	24.2174	24,7018	25.1958	25.6996	26.2136	26.7379	27.2726
Evidence & Records Specialist	16	22.1369	22.5795	23.0311	23.4917	23.9616	24.4408	24.9296	25.4282	25.9368	26.4555	26.9847	27.5243	28.0748	28.6363
Financial Administrative Assist.	16	22.1369	22.5795	23.0311	23.4917	23.9616	24,4408	24.9296	25.4282	25.9368	26.4555	26.9847	27.5243	28.0748	28.6363
√acant	17	23.2437	23.7086	24.1827	24.6664	25.1598	25.6629	26.1762	26.6997	27.2338	27.7784	28.3340	28.9007	29.4787	30.0683
Deputy Town Clerk	18	24.4059	24.8940	25.3918	25.8996	26.4177	26.9460	27,4849	28.0347	28.5953	29.1672	29.7506	30.3455	30.9525	31.5715
Accounting Assistant	19	25.6262	26.1387	26.6615	27.1948	27.7387	28.2934	28.8593	29.4365	30.0252	30.6257	31.2383	31.8630	32.5003	
Appraiser	19	25.6262	26.1387	26.6615	27.1948	27.7387	28.2934	28.8593	29.4365	30.0252	30.6257	31.2383	31.8630	32.5003	33.1503
/acant	20	26.9075	27.4457	27.9946	28.5545	29.1256	29,7081	30.3022	30.9083	31.5265	32.1570	32.8002	33.4562		33.1503
								00.0022	50.5005	32.3203	32.13/0	32.0002	33.4562	34.1253	34.8078

FY 2024-25 Wage Scale COLA = 4.00%

Position	Grade	Step													
		0	1	2	3	4	5	6	7	8	9	10	11	12	42
Custodian (PT & FT)	12	18.9405	19.3193	19.7057	20.0998	20.5018	20.9119	21.3301	21.7567	22.1918	22.6357	23.0885	23.5502	24.0213	13
Parking Control Officer	12	18.9405	19.3193	19.7057	20.0998	20.5018	20.9119	21.3301	21.7567	22.1918	22.6357	23.0885	23.5502	24.0213	24.5017
Vacant	13	19.8876	20.2853	20.6910	21.1048	21,5270	21.9576	22.3967	22.8446	23.3014	23.7675	24.2429			24.5017
Administrative Assist. Fire	14	20.8819	21.2995	21.7256	22.1600	22.6033	23.0554	23.5165	23.9868	24.4664	24.9558	25.4549	24.7278	25.2223	25.7267
Administrative Assist. Planning	14	20.8819	21.2995	21.7256	22.1600	22.6033	23.0554	23.5165	23.9868	24.4664	24.9558	25.4549	25.9640	26.4833	27.0130
Administrative Assistant PW	14	20.8819	21.2995	21.7256	22.1600	22.6033	23.0554	23.5165	23.9868	24.4664	24.9558		25.9640	26.4833	27.0130
Animal Control Officer	14	20.8819	21.2995	21.7256	22.1600	22.6033	23.0554	23.5165	23.9868	24.4664	24.9558	25.4549	25.9640	26.4833	27.0130
Assistant Town Clerk	14	20.8819	21,2995	21.7256	22.1600	22.6033	23.0554	23.5165	23.9868	24.4664	24.9558	25.4549	25.9640	26.4833	27.0130
Bookkeeper / Records Clerk PD	14	20.8819	21,2995	21.7256	22.1600	22.6033	23.0554	23.5165	23.9868	24.4664		25.4549	25.9640	26.4833	27.0130
Assistant Tax Collector	15	21,9260	22.3646	22.8118	23.2680	23.7334	24.2082	24.6923	25.1861		24.9558	25.4549	25.9640	26.4833	27.0130
Caseworker / Human Services	15	21,9260	22.3646	22.8118	23.2680	23.7334	24.2082	24.6923	25.1861	25.6898	26.2036	26.7276	27.2622	27.8074	28.3636
Recreation Office Manager	15	21.9260	22.3646	22.8118	23.2680	23.7334	24.2082	24.6923		25.6898	26.2036	26.7276	27.2622	27.8074	28.3636
Evidence & Records Specialist	16	23.0223	23.4827	23.9524	24.4314	24.9201	25,4185	25.9268	25.1861	25.6898	26.2036	26.7276	27.2622	27.8074	28.3636
Financial Administrative Assist.	16	23.0223	23.4827	23.9524	24.4314	24.9201	25.4185		26.4453	26.9742	27.5137	28.0641	28.6253	29.1978	29.7817
Vacant	17	24.1734	24.6569	25.1500	25.6531	26.1662	26.6895	25.9268	26.4453	26.9742	27.5137	28.0641	28.6253	29.1978	29.7817
Deputy Town Clerk	18	25.3821	25.8897	26.4075	26.9356	27.4744		27.2232	27.7677	28.3231	28.8895	29.4673	30.0567	30.6578	31.2710
Accounting Assistant	19	26.6512	27.1843	27.7280	28.2825	28.8482	28.0238	28.5843	29.1560	29.7391	30.3339	30.9406	31.5594	32.1906	32.8343
Appraiser	19	26.6512	27.1843	27.7280			29.4251	30.0136	30.6139	31.2262	31.8507	32.4878	33.1375	33.8003	34.4763
/acant	20	27.9838	28.5435		28.2825	28.8482	29.4251	30.0136	30.6139	31.2262	31.8507	32.4878	33.1375	33.8003	34.4763
	20	41.3030	20.3433	29.1144	29.6967	30.2906	30.8964	31.5143	32.1446	32.7875	33.4433	34.1122	34.7944	35.4903	36.2001