

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

July 1, 2013 – June 30, 2016

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AGREEMENT made this 1 st day of July, 2013, 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") 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, 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:

Job Title	Regular Working Hours
Bookkeeper/Records Clerk PD	40
Accounting Assistant	40
Administrative Assistant/Planning & Development	40
Custodian/Part time	20
Deputy Town Clerk	37.5
Custodian/PW Part time	20
Administrative Assistant/ Fire	40

Administrative Assistant/Human Services	35
Animal Control Officer	40
Assistant Town Clerk	37.5
Bookkeeper/PW	37.5
Administrative Registrar P&R	37.5
Facilities Foreman	40
Administrative Assistant/Assessing	35
Assistant Tax Collector	40
Administrative Assistant/Floater	40
Assistant Assessor	40
Inspection Officer	35
Executive Secretary-Police	40
Operational Assistant PW	37.5
Financial Administrative Assistant-P&R	40
Parking Enforcement Officer	40

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. Time worked between thirty-five (35) and forty (40) hours in one week shall be compensated at normal rate of pay. 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 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. Veteran's Day |
| 2. Martin Luther King Day | 9. Columbus Day |
| 3. President's Day | 10. Thanksgiving Day |
| 4. Patriot's Day | 11. Day After Thanksgiving |
| 5. Memorial Day | 12. Christmas Day |
| 6. Independence Day | 13. Personal Days (2) |
| 7. Labor Day | 14. ½ Day off when Christmas Eve falls
On a Monday, Tuesday, Wednesday, or
Thursday. Should this be given to
additional Town Staff, 4 hours of comp time
will be awarded to the time off. |

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

Two "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.

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. (amended 1999)

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	35	37.5	40	50
From date of hire through end of year 5 accrue at this rate: (2 wks/yr)					
Wkly. Accumulation (in hours)	.769	1.346	1.44	1.538	1.9
From beginning of year 6 through end of year 12 accrue at this rate: (3 wks/yr)					
Wkly. Accumulation (in hours)	1.154	2.019	2.16	2.308	2.8

From beginning of year 13 through end of year 19_accrue at this rate: (4 wks/yr)					
Wkly. Accumulation (in hours)	1.538	2.692	2.88	3.077	3.8
For years 20+, accrue at this rate: (5 wks/yr)					
Wkly. Accumulation (in hours)	1.923	3.365	3.60	3.846	4.8

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 six (6) months of continuous employment, subject to the approval of the department head.

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 8.5.93. 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. (amended 1999)

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. (amended 1999)

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 (Amended 1999)

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 of the number of days of accrued sick leave upon the date of separation. (amended 1999)

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. (amended 1999)

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 a death in the immediate family of a member of the unit. For the purpose of this Article, immediate family shall mean:

Grandparent	6	Mother-
Grandchild	7	Father-in-
Stepchild	8	Legal
Sister	9	Step
Brother		

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

The Town shall pay 85% of the premium with respect to coverage by the employee in the health insurance plan available to the Town; 15% to be paid by the employee using either a Section 125 pre-tax dollar plan or by paying the 15% share on a post-tax dollar basis. If the federal law prohibits the use of Section 125 in the future, the unit will revert back to a 90/10 split with the Town. Should the bargaining unit qualify for dental insurance, the Town agrees to administer the pre-tax dollar plan for the payroll deduction on behalf of the participating employees. Premiums shall be paid in full by the employees.

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. (amended 1999) 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 weekly basis, four weeks 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.

AFSCME agrees to change in health insurance coverage from POS A to POS C. (amended February, 2009)

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 current IRS rate for mileage reimbursement as determined in January of the current year.

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.

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 respond in writing to the grievance committee within ten (10) calendar days.

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

Effective July 1, 2013 the current pay scale will adjust by a 2% COLA (Cost of Living Adjustment) with all appropriate step increase.

Effective July 1, 2014 the pay scale in effect will adjust by a 2% COLA (Cost of Living Adjustment) with all appropriate step increase.

Effective July 1, 2015 the pay scale in effect will adjust by a 2% COLA (Cost of Living Adjustment) with all appropriate step increase.

For all classifications, the progression from the starting step to the subsequent steps shall take effect in six 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 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. (Amended 7/01)

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. (Amended 7/01)

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.

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 if 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 State Retirement System plan allowing retirement for employees at (1/2) one-half pay after twenty-five (25) years of service and sixty (60) years of age.

When an employee chooses the alternative retirement plan instead of MSRS, the Town shall contribute two (2) times the employee contribution up to a maximum Town contribution of 6% (Amended 7/01).

If the employee chooses to participate in both the MSRS 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. The Traffic Safety Officer and Parking Officer shall receive a uniform allowance of \$550.00. 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 and 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

Effective July 1, 2012 longevity bonuses will be paid according to the following schedule:

Years of Service	July 1, 2012	July 1, 2013
10 -14	\$1.20 per hour	\$1.20 per hour
15 – 17	\$1.30 per hour	\$1.30 per hour
18 or more	\$1.50 per hour	\$1.50 per hour

ARTICLE 30. HEALTH AND SAFETY.

The Town will conduct semi-annual air quality testing at the Brunswick Town Hall Location effective July 1, 2008 and every six (6) months thereafter for the duration of the agreement.

ARTICLE 31. CLASSIFICATION AND RE-CLASSIFICATION 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.

Class Specifications

The Town Manager and/or Personnel Director 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 Personnel Director for review and adjustments as needed to the job specification job title and or required wage adjustment.

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 initially discusses the request with their immediate supervisor.
- The Employee shall request in writing a "Job Reclassification Form" from the Personnel Director said form must be received within 10 working days from the written request.
- This form is to be filled out in its entirety by the Employee.
- Once complete, the Employee submits the form to the Department Head for Review and discussion.
- The Department Head then responds to the employee regarding the reclassification request within 15 working days.
- The Form is then turned in to the Personnel Director for review.
- The Personnel Director shall meet with the Employee requesting said reclassification, appropriate Department Head and one representative from the Union within 10 working days.
- The Personnel Director shall report all findings from said meeting to the Town Manager.

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.

The Union and the employee shall have the right to present further information to the Manager and must submit such information within ten (10) working days to justify the request.

If further information is supplied, the Town Manager shall review the material given and meet with the employee and Union representative to discuss the request. The Town Manager shall make a final decision within ten (10) working days.

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 (Entire Article 31 Amended 7/01)

ARTICLE 32. FAIR SHARE

Any employee hired after September 1, 2005 and who does not make an application for membership in the Union shall pay the union each month a fair share as a contribution toward the administration of the agreement in accordance with Article IV, Section 2 of the AFSCME Council 93 Constitution and Article IX, Section 6 of the international Union Constitution and as per MRSA 26 § 629 Section 4.

Employees who are or who may become members of the union may resign from the Union during the period of no more than 60 days and not less than 30 days prior to the expiration of this agreement. The fair share provision shall then apply.

ARTICLE 33. PAY WEEK

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 34. CROSS-TRAINING

Should the Town find it in their best interest to Cross train it's 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 35. TERM OF AGREEMENT

This agreement shall be effective July 1, 2013 and shall remain in full force and effective until June 30 2016. 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

Side Agreement: Administration will meet with union to identify alternatives to reductions in force if necessary.

TOWN OF BRUNSWICK

AFSCME COUNCIL #93, LOCAL 2011

By: J. Brown Date 7/2/13

By: S. [Signature] Date 7/3/2013

By: Ashley [Signature] Date 7/3/13

By: Maurice Dubas Date 7/3/13

By: Ronald [Signature] Date 7-3-13

By: Radi Howard Date 7/10/13