

**Agreement**

**Between Town of Brunswick**

**and**

**Teamsters Union Local #340**

**for the**

**Brunswick Parks & Recreation  
Maintenance Workers**

**July 1, 2015 to June 30, 2016**

# 2015 to 2016 Agreement

## Town of Brunswick and Teamsters Union Local #340

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Attachments: Pay Scales for: 2015/16

**2015 - 2016 Agreement  
Town of Brunswick  
and  
Teamsters Union Local #340**

**AGREEMENT** made upon ratification by and between the **TOWN OF BRUNSWICK**, a municipal corporation situated at Brunswick, in the County of Cumberland and State of Maine (hereinafter referred to as the "Town") and the **Teamsters Union Local #340** (hereinafter referred to as the "Union").

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

**ARTICLE I**                    **RECOGNITION**

- A. The Town hereby recognizes Teamsters Union Local #340 as the sole and exclusive collective bargaining agent for the bargaining unit for regular maintenance workers (currently comprised of four full-time maintenance workers and one part-time maintenance worker) of the Brunswick Parks & Recreation Department, for the purpose of bargaining with respect to wages, hours of work, and working conditions. The bargaining unit does not include employees hired on a seasonal basis.

**ARTICLE II**                    **UNION SECURITY**

- A. All employees shall have the right to join the union or refrain from doing so except as otherwise provided herein. No employees shall be favored or discriminated against either by the Town or by the Union because of membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- B. All employees in titles covered by this agreement shall be informed by the Town at the time of hire of the existence of this agreement. Employees electing to join the Union shall pay to the Union amounts equal to the Union's periodic dues. The Town shall promptly notify the Union of the name and address of each employee who enters the bargaining unit. Upon signed authorization from the employee, the Town agrees to make deductions of the monthly total and submit the amount once per month to the office of Teamsters Union Local #340.
- C. All employees who are currently in the bargaining unit or who enter into the bargaining unit subsequent to the effective date of this agreement, shall during the term of this agreement be required to pay the Union amounts equal to eighty (80%) percent of the Union's regular periodic dues.
- D. In the event this provision for Union security shall be declared invalid by any tribunal of competent jurisdiction, the Union shall indemnify and hold harmless the Town for any and all damages restitution of amounts paid hereunder or other monetary liability which may accrue against the Town by virtue of this provision.

**ARTICLE III STRIKES PROHIBITED**

- A. Employees of the Parks & Recreation Department who are subject to the terms of this Agreement shall not have the right to strike or engage in any work stoppage or slow-down.

**ARTICLE IV DUES DEDUCTION**

- A. The Town shall deduct Teamsters Union Local #340 dues biweekly upon receipt of signed authorization from both members and those non-members who opt for payroll deduction. The Town shall, on a monthly basis, forward all dues so collected to the Treasurer of the Teamsters Union Local #340.

**ARTICLE V MANAGEMENT RIGHTS AND DEPARTMENT RULES**

- A. The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement.
- B. The Teamsters Union Local #340 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.

**ARTICLE VI WAGES**

- A. For July 1, 2015 thru June 30, 2016 both parties agree to a 1% COLA.
- B. All employees will receive their first step increase after twelve (12) months of satisfactory performance, and will receive each additional step on an annual basis thereafter.

**ARTICLE VII OVERTIME**

- A. Employees who work hours in addition to their designated standard work week will be compensated at their normal hourly rate for each hour worked up to forty (40) hours per week. Hours of work shall be defined as:
- Hours actually worked;
  - Hours compensated for by holiday pay;
  - Hours compensated for by bereavement leave;
  - Hours compensated for by vacation pay;
  - Hours compensated for by sick leave.
- B. Employees who work more than forty (40) hours in a work week are subject to the Fair Labor Standards Act overtime requirements. Compensation for overtime services shall be paid at the rate of one and one-half (1½) the employee's hourly rate. Employees may be assigned to overtime work at the discretion of the employer.

**ARTICLE VIII CALL-BACK PAY**

- A. Call-back occurs when an employees is called back to work time that is not annexed to the beginning or end of a regular shift. Time annexed to the beginning or end of the regular shift is not call-back. Eemployees called back to work shall receive a minimum of two (2) hours pay at the rate of one and one-half (1½) times their base hourly rate. If the time worked is annexed to a

regular shift, then the time worked should be charged as either straight time or if over the forty (40) hours limit, overtime.

- B. If an employee is called back (as defined above) for snow removal operations, for five (5) hours before or after the regular shift, the employee will receive reimbursement for a meal, upon presentation of a receipt to the Town. The meal allowance shall not exceed \$9.00.

## **ARTICLE IX HOLIDAYS**

- A. The following holidays shall be paid holidays for employees covered by this Agreement:

- |                           |                            |
|---------------------------|----------------------------|
| 1) New Year's Day         | 8) Columbus Day            |
| 2) Martin Luther King Day | 9) Veteran's Day           |
| 3) Presidents' Day        | 10) Thanksgiving Day       |
| 4) Patriot's Day          | 11) Day after Thanksgiving |
| 5) Memorial Day           | 12) Christmas Day          |
| 6) Fourth of July         | 13) One Personal Day       |
| 7) Labor Day              |                            |

- B. If a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When a holiday occurs on a Saturday, the preceding Friday shall be deemed a holiday.

- C. An employee may elect to take the one (1) "Personal Day" (referenced above) upon approval of the Parks & Recreation Director. The personal day must be taken prior to the end of the fiscal year or it will be forfeited, as personal days cannot be accumulated.

## **ARTICLE X LEAVE OF ABSENCE**

- A. If an employee requests a leave of absence, he/she will fill out a "Request for Leave" form. All "Request for Leave" forms must be signed by the Parks & Recreation Director and returned to the employee requesting such leave within three (3) working days of the date the Director receives the request informing him/her of approval or denial.
- B. The Town acknowledges the rights of employees under Title 26, MRSA, Chapter 7, subsection C-VI-A section 843 at 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 XI SICK LEAVE**

- A. 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.
- B. Sick leave, limited to five (5) days (defined as a standard work day), per fiscal year, may be granted to an employee because of the illness of a member of the employee's immediate family (a.k.a. family sick leave). "Immediate family" shall mean the following individuals living in the employee's household: spouse, father, mother, child, step-child, significant other, or other family member living in the same household. Exceptions may be made at the discretion of the Parks & Recreation Director for approval of use of sick leave under this section for immediate family members living outside the employee's household.
- C. Sick leave will be earned as follows:

**TABLE 1**

<b>Average Hours Worked per Week</b>	<b>20</b>	<b>35</b>	<b>37.5</b>	<b>40</b>
Weekly Accumulation(hours)	.923077	1.615385	1.730769	1.846154

- D. Regular part-time employees accrue sick leave on a pro-rata basis of hours worked.
- E. After five (5) days of continuous use of sick leave time, the Parks & Recreation Director may, as condition precedent to the continuation of sick pay, require a statement from the employee's physician that the employee is unable to work. The physician visit shall be at the employee's expense.
- F. An employee, upon retirement or separation in good standing upon reaching age sixty (60) or after twenty (20) years of 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.
- G. In the event of the death of an employee, unused accrued sick leave shall be paid to the surviving spouse. If there is no surviving spouse, it shall be paid to the trustee of minor children, if any, or other beneficiary, on the same basis established in the preceding paragraph.
- H. Probationary employees shall be entitled to utilize any accrued sick leave from the date of hire.
- I. Sick leave may be taken on an hourly basis as needed.
- J. Sick leave may be accumulated to a maximum of one hundred thirty-two (132) workdays. If an employee is on sick leave, credit will still accrue.
- K. Sick leave may not be used for any other purpose except those specifically permitted under this policy. Use of sick leave on false claims of sickness or disability, or falsification of proof to justify such sick leave, shall be cause for disciplinary action that is deemed appropriate by the Parks & Recreation Director.

**ARTICLE XII BEREAVEMENT LEAVE**

- A. An employee shall be allowed:
  - 1. A maximum of five (5) working days off with pay for the death of a parent, spouse, significant other (as defined below), or a child/stepchild.
  - 2. A maximum of three (3) working days off with pay for the death of other family members to include the following: sister, brother, grandparent, grandchild, stepparent, father-in-law, mother-in-law, legal guardian.
  - 3. One (1) day off with pay will be allowed to attend the funeral of an aunt or uncle, when the funeral occurs on a scheduled work day.
  - 4. One (1) day off with pay may be used for attendance at a funeral or service at the discretion of the department head.
- B. In the event the funeral or service is held after the third (3<sup>rd</sup>) or fifth (5<sup>th</sup>) day following the death of a person for which bereavement leave is granted, one (1) day of bereavement leave may be reserved for attendance at the funeral or service.

- C. Significant other is defined as a person who has been involved in a continual relationship and who has resided with the employee for six (6) months or more, where there is the intent to continue the relationship and to continue residing together. The employee shall file a statement with the Town Manager to that effect, which must be on file, prior to the death of the significant other.
- D. For regular part-time employees, the bereavement leave granted shall be based on calendar days with a day's hours equaling the employee's average hours in a workday.
- E. An employee shall be granted one (1) day off with pay for attendance at the funeral of an aunt or uncle, when the funeral occurs on a scheduled work day.
- F. Any employee taking less than one day's leave under the bereavement section shall not lose pay for hours actually worked on that day.

**ARTICLE XIII VACATION**

- A. Each member shall be entitled to annual vacation time with pay at a time approved by the Parks & Recreation Director in accordance with his/her term of continuous employment as follows:

*TABLE 2*

<b>Average Hours Worked per Week</b>	<b>20</b>	<b>35</b>	<b>37.5</b>	<b>40</b>
For years 1—5, accrue at this rate: (2 wks/yr)				
Weekly Accumulation (in hours)	.769	1.346	1.442	1.538
For years 6—13 accrue at this rate: (3 wks/yr)				
Weekly Accumulation (in hours)	1.154	2.019	2.163	2.308
For years 14—19 accrue at this rate: (4 wks/yr)				
Weekly Accumulation (in hours)	1.538	2.692	2.885	3.077
For years 20+, accrue at this rate: (5 wks/yr)				
Weekly Accumulation (in hours)	1.923	3.365	3.606	3.846

- B. If a holiday falls within the employee's vacation period, the employee will not be charged vacation for such holiday.
- C. Employees will be eligible to use any accrued vacation time as earned, subject to the approval of the Parks & Recreation Director. Once an employee's approved vacation time has commenced, no other paid leave time may be substituted for the approved vacation time.
- D. No employee shall be entitled to receive both their normal pay and vacation pay for the same days actually worked unless authorized in writing by the Town Manager.

- E. Employees, regardless of length of service, may carry a balance of up to thirty (30) days of vacation leave, measured annually each June 30. Any balance in excess of thirty (30) days shall be forfeited unless the Town Manager authorizes an exception to this requirement. Any exception shall be in writing and shall expire at the next measurement date, unless again extended in writing by the Town Manager. A request to carry a balance of more than forty (40) days shall also require the approval of the chair of the Town Council.
- F. The entire system will be based on the employee's anniversary date rather than calendar year. On the anniversary date upon which the employee progresses to a new, higher rate (on anniversary year numbers 6, 14, and 20) he/she will begin accruing vacation at the new, higher rate, which may be used as accrued.
- G. Accrued vacation leave shall be paid to an employee upon separation from service, or to his/her beneficiary or estate upon death.
- H. Computation will be made by decimals, rounded to three (3) points, i.e., 1.346 hours to 5.833 hours, and shall be calculated as of the last day of each pay period.
- I. Regular part-time employees will be awarded vacation on a pro-rata basis proportionate to the hours worked.

#### **ARTICLE XIV RETIREMENT**

- A. The Town offers two options for employee retirement. The first is the Maine Public Employees Retirement System (Maine PERS) plan, which is a defined benefit plan, and the second is a deferred compensation plan, 457 plan. An employee may belong to both types of plans, however, the Town will not be responsible for contributing to the deferred compensation plan if the employee participates in the Maine Public Employees Retirement System (Maine PERS).
- B. When an employee chooses the alternative retirement plan instead of Maine PERS, the Town shall contribute two (2) times the employee contribution to a maximum of six percent (6%) of the individual's gross weekly salary into any 457 plan currently offered by the Town of Brunswick.

#### **ARTICLE XV HEALTH INSURANCE**

- A. The Town shall pay 85% of the premiums with respect to the coverage chosen by the employee in the Town Health Benefit Plans. The health insurance plan shall be the Maine Municipal Employees Health Trust ("MMEHT"), Point of Service, Plan C. The Town will offer a "premium only cafeteria plan" for employees to pay their share of the health insurance premium, although the employee share of fifteen percent (15%) may be paid on a pre-tax or post-tax dollar basis in accordance with cafeteria plan enrollment requirements.
- B. The Town shall offer a pre-tax medical reimbursement program for employees who request such a benefit, in accordance with the Town of Brunswick Flexible Benefit Plan.
- C. The Town shall administer, or contract the administration of, a pre-tax dependent care assistance for employees who request such a benefit in accordance with the Town of Brunswick Flexible Benefit Plan.
- D. Should the Town offer a Health Savings Account in the future, the employees covered by this contract will receive the Health Savings Account option.

- E. The Town will undertake a health insurance buyback program. The employees will be entitled to 40% of the Town's savings if they drop or decrease their eligible health insurance. Employees who were not participating in the Town's health insurance program on July 1, 2005 will only receive the savings based on the single employee savings. Proof of alternate insurance is required. Payment changes yearly based on health insurance costs. Employees who are married to another town employee covered by the health insurance plan shall not be eligible for the stipend.

#### **ARTICLE XVI CLOTHING AND SAFETY EQUIPMENT**

- A. The Department will provide Personal Protective Equipment (PPE) required to perform the work of the department (hearing protection, safety glasses, high visibility vests, hardhats, chain saw chaps, work gloves, ice-pic traction soles, rain suit, snow suit, etc.).
- B. Through a uniform service, the Department will provide eleven (11) pairs of work uniforms, (11 shirts, 11 pants) and two (2) jackets. The Department will also provide one (1) winter jacket to be replaced when the Department deems necessary
- C. Annually, the Department will provide five (5) tee shirts, and a boot (steel-toed) allowance of up to \$175.

#### **ARTICLE XVII ON THE JOB INJURY**

- A. Any employee who sustains compensable illness or injury which arises out of and in the course of this employment shall be paid during each week of total incapacity, resulting from the injury or illness, an amount sufficient, when added ("additional payment") to the weekly payment of Workers' Compensation paid under the laws of the State, to equal one-hundred percent 100% of his/her regular weekly salary or normal wage. The additional payment shall not be continued beyond twenty (20) weeks. However, no additional payment shall be made in any instance when, in the opinion of the Parks & Recreation Director and the Town Manager, the accident occurred as a result of intoxication, willful intent, violation of rules and regulations on the part of the employee, or while the employee is in the employ of any other person, firm or corporation.
- B. When an on the job injured employee is out of work beyond twenty (20) weeks the employee may elect to continue health insurance coverage beyond 20 weeks if the employee agrees to continue to pay his/her share of the benefit premium to the Finance Department in a payment schedule as determined by the Finance Director.
- C. An employee, injured on the job, may request on forms provided by the Town that the Town begin full payment of salary immediately to insure there will be no delay in Workers' Compensation benefits. The employee, however, must stipulate to reimbursement of such payments to the Town upon receipt of Workers' Compensation payments.

#### **ARTICLE XVIII WORK RULES**

- A. The Town may issue and enforce work rules and safety regulations necessary for the safe, orderly and efficient operation of the department. Except in case of an emergency, copies of all changes in work rules promulgated after the approval of this Agreement shall be provided to the Teamsters Union Local #340 and posted on the departmental Bulletin Board five (5) working days before they take effect.

## **ARTICLE XIX DISCIPLINE AND DISCHARGE**

- A. Disciplinary action shall include the following but not necessarily in order:
- Oral reprimand (Follow-up in writing)
  - Written reprimand (Given in writing)
  - Suspension (Notice to be given in writing)
  - Discharge (Notice to be given in writing)
- B. In determining the appropriate disciplinary action, consideration shall be given to the severity of the performance problem, misconduct or other issues, and prior disciplinary action, if any, against the employee. Repeated misconduct or continuing performance problems may be considered cumulatively and subject to more severe discipline, even if the conduct or performance problems vary in nature or severity.
- C. Before any disciplinary action other than oral reprimand is imposed, the Parks and Facilities Manager will discuss the matter with the employee.
- D. 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.
- E. Except when an employee's conduct creates a threat to the safety of the employee or others or to the integrity of the Department's operations, an employee shall be provided notice in writing that a suspension or discharge is contemplated. The notice shall inform the employee of the reason for the potential discipline and of a time and place for a meeting with the Parks and Facilities Manager, at which time the supervisor and the employee will discuss the matter and the employee will have an opportunity to present his/her views to the Parks and Facilities Manager. The employee shall be given notice of any disciplinary action imposed pursuant to this paragraph in writing, including the reasons for the decision, within seven (7) working days after meeting with the Parks and Facilities Manager.
- F. Disciplinary actions, other than discharge, shall be subject to the grievance procedure outlined in Article XX.
- G. Any written reprimand will not be considered for promotional purposes after eighteen months if there is no further disciplinary action taken with respect to that conduct. An employee's suspension will not be considered for promotional purposes after thirty-six months if there is no further disciplinary action taken with respect to that conduct.
- H.

## **ARTICLE XX GRIEVANCE PROCEDURE**

- A. Any grievance, defined as a dispute which may arise concerning the meaning or application of the specific terms of this Agreement, shall be handled in accordance with this Article.
- B. An employee subject to the terms of this Agreement may be represented in the grievance procedure by the Teamsters Union Local #340 or any person whom he/she may select.
1. Level I. The aggrieved employee, with or without his/her representative, shall discuss the grievance through oral communication with the Parks and Facilities Manager within

seven (7) days of the time when the employee is aware of the grievable incident. The Parks and Facilities Manager shall then be required to render a written decision to the employee within five (5) days.

2. Level II. If the employee is dissatisfied with the decision of Parks and Facilities Manager, the grievance shall be presented in writing to the Parks & Recreation Director within fifteen (15) days of the time when the grievant became aware of the grievable incident. The Parks & Recreation Director shall respond in writing, setting forth the basis for his/her decision, within five (5) days.
3. Level III. If the employee is dissatisfied with the written decision of the Parks & Recreation Director, the grievant or his/her representative, then may, within thirty (30) days of the time when the grievant is aware of the grievable incident, present the grievance, in writing, to the Town Manager. The Town Manager shall respond in writing, setting forth the basis for his/her decision, and present it to the grievant within ten (10) days.
4. Level IV. In the event that the decision of the Town Manager rendered pursuant to section 3 above is not acceptable to the Teamsters Union Local #340 and/or member, it may within ten (10) calendar days thereafter request that the matter be submitted to a single arbitrator. The single arbitrator shall be selected in the following manner:
  - C. Within ten (10) calendar days after the request from the Teamsters Union Local #340 and/or member, the Town shall provide the Teamsters Union Local #340 and/or member with a list of five (5) names of persons whom it considers acceptable to serve as arbitrator and the Teamsters Union Local #340 and/or member shall provide the Town with a like list of five (5) names. Within ten (10) calendar days after the latter list is received, the Town and the Teamsters Union Local #340 and/or member shall give notice to each other whether any person named by the other party is acceptable as arbitrator. Any person deemed acceptable by both parties shall serve as arbitrator. If within said ten (10) day period the parties are unable to agree upon an arbitrator, they shall make a second attempt to select an arbitrator in any manner within five (5) calendar days. If ten (10) calendar days after expiration of the five (5) day period the parties are still unable to select an arbitrator, either may request the assignment of an arbitrator by the Maine Labor Relations Board.
  - D. In all cases involving a grievance which is submitted to an arbitrator, the individual or individuals having the grievance shall be required to attend.
  - E. The arbitrator shall have no authority to add to, subtract from, or modify the collective bargaining agreement.
  - F. The arbitrator's decision shall be binding on all parties.
  - G. The expenses of the arbitrator and the other expenses of the arbitration shall be shared equally by the parties.
  - H. The time limits of processing grievances may be extended by written consent of both parties.
  - I. Nothing in this article shall diminish the right of any employee covered hereunder to present his or her own grievance.

**ARTICLE XXI PERFORMANCE EVALUATIONS**

- A. The Town agrees to conduct annual performance evaluations of all Parks & Recreation employees in accordance with the provisions of the Town Performance Evaluation Manual.

**ARTICLE XXII JOB OPENINGS**

- A. All vacancies shall be filled based on a review of the applicant's qualifications and abilities. Selections shall not be made in an arbitrary or discriminating manner.

**ARTICLE XXIII EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Town in cooperation with the Teamsters Union Local #340 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 terminations.

**ARTICLE XXIV PROBATIONARY PERIOD**

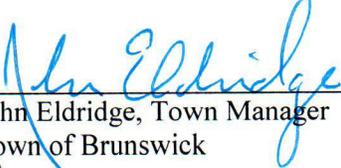
- A. The probationary period for a new hire, and for promotions, will be six (6) months.

**ARTICLE XXV SENIORITY**

- A. Layoffs resulting from reductions in force shall be made on the basis of seniority within each classification. (Seniority here refers to time since date of hire and not time within the specific job classification.) Where a position is proposed for elimination by the Town the employee in the position may bump the least senior employee within the position classification or may bump the least senior employee in a lower position classification that the employee is qualified to hold as determined by the Parks & Recreation Director. Any employee intending to exercise this bumping right shall give notice of intent to do so to the Town.

**ARTICLE XXVI TERM OF AGREEMENT**

This Agreement shall be effective for a one (1) year term, July 1, 2015 to June 30, 2016.

 _____	3-3-16 Date	 _____	2/2/16 Date
		John Eldridge, Town Manager Town of Brunswick	
 _____	2-9-16 Date	 _____	2/12/16 Date
Ed Marzano, Business Agent Teamsters Local No. 340		Thomas Farrell, Director Town of Brunswick, Parks & Recreation	