

**AGREEMENT**

**BETWEEN**

**THE TOWN OF BROOKLYN**

**AND**

**HIGHWAY EMPLOYEES  
LOCAL 1303-204 OF COUNCIL #4  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

**JULY 1, 2021 TO JUNE 30, 2024**

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## **INTRODUCTION**

This Agreement is made and entered into between the Town of Brooklyn and/or its successor (hereinafter referred to as the "Town"), and Local 1303-204 of Council #4, of the American Federation of State, County and Municipal Employees, AFL-CIO and its successors (hereinafter referred to as the "Union").

## **ARTICLE I - RECOGNITION**

- A. The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours and other conditions of employment for all of the employees of the Town Highway Department who work twenty (20) or more hours per week, excluding the highway superintendent, highway department foremen, supervisors, temporary, seasonal and part-time employees.
- B. The term "employee" or "employees" as used throughout this Agreement shall refer exclusively to employees who are members of the above-described bargaining unit.
- C. New employees shall see a probationary period on ninety (90) days which may be extended an additional ninety (90) days and shall have no seniority rights during this period. The Town reserves its right to discharge any employee during his or her period of probation for any reason without recourse to the grievance or arbitration process set out in this contract.

## **ARTICLE II - MANAGEMENT RIGHTS**

- A. Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement and whether exercised or not, the rights, powers and authority heretofore held by the Town, pursuant to any Charter, general or special statute, ordinance, regulation, agreements regarding reorganization, or other lawful provision, over the complete operations, practices, procedures, and regulations with respect to employees of the Town, shall remain solely and exclusively in the Town, including, but not limited to, the following: to determine the standards of selection for Town employment, direct its employees, take disciplinary action for just cause, relieve its employees from duty because of lack of work or for other legitimate reasons, issue work rules and regulations, personnel policy manuals, personnel procedures and policies, to enforce them, and from time to time in its discretion change them, maintain the efficiency of governmental operations, determine work schedules not in conflict with this agreement, determine the methods, means and personnel by which the Town's operations are to be conducted, exercise the complete control and discretion over its organization and technology of performing its work, and fulfill all of its legal responsibilities.

- B. If any conflict occurs between this Article and other specific provision of this Agreement, the latter will control.

### **ARTICLE III - UNION SECURITY**

- A. Employees may, but are not required to join the Union or pay a service fee in an amount not to exceed the pro rata share of the Union's expenses for the cost of collective bargaining, contract administration and grievance adjustment.
- B. The Town agrees to deduct monthly Union dues or service fees at the current rate as certified by an authorized representative of Local 1303 from the pay of all employees who have voluntarily signed and filed with the Town in writing an authorization card. The total dues deducted are to be remitted to the financial officer of Local 1303 of Council #4, AFSCME, AFL-CIO, together with a report showing the names of the employees who have paid dues and the amounts they have paid.
- C. Upon receipt of a voluntarily signed authorization from an employee in the form set forth in Appendix B, the regular monthly dues or service fees of the Union shall be deducted. The Union shall notify the Town by regular mail of the amount of uniform dues to be deducted.
- D. The Union agrees to indemnify and save the Town harmless from any and all claims, judgments, loss or damages, including court costs and attorneys' fees arising as a result of the Town's compliance with the provisions of this Article whether in judicial, administrative, or arbitration proceedings.
- E. Voluntary PEOPLE contributions: The employer agrees that any employee who elects to make a PEOPLE contribution may do so by payroll deduction, as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- F. The Employer agrees that, with notice to the First Selectman, Representatives of AFSCME shall be permitted to enter the premises of the employer at any reasonable time for the purpose of transacting Union business, discussing, processing or investigating filed grievances, or fulfilling the role of collective bargaining agent, provided that they do not interfere with the performance of duties.

### **ARTICLE IV - SENIORITY**

- A. The Town shall prepare a list of bargaining unit employees showing their seniority in length of service with the Town and deliver same to the Union on December 1 of each year. New employees shall be added to this list upon completion of their probationary period.

- B. When practicable, the Union will be notified in writing at least two (2) weeks prior to the effective date of any contemplated layoff. The Employer agrees to discuss reasonable alternatives to layoffs with the Union prior to implementing layoffs. The Union acknowledges that these discussions will not extend the timing of a layoff if a layoff is necessary nor shall these discussions create a duty to bargain the decision to implement layoffs. Layoffs will take effect as follows:
1. Temporary and seasonal employees
  2. Employees in their initial probationary period.
  3. Part-time employees working less than twenty (20) hours per week.
  4. Part-time employees working at least twenty (20) hours per week but less than forty (40) hours per week.
  5. The employee with the least seniority first, etc.
  6. An employee scheduled for layoff may replace an employee with less seniority provided that employee has the ability to do the work.
- C. For one (1) year following any layoff, laid off full-time employees shall be hired until all available laid-off employees have been given an opportunity to return to work. After one (1) year, there will be no right of recall.
- D. The Town shall notify laid off employees of the opportunity to return to work. Such notice shall be given by certified mail sent to the employee's last known address as reflected in the Town's records. It is the responsibility of the employee to inform the Town of any changes in address. The notice shall allow at least two weeks from date of receipt to the date the employee is to report back to work. The notice will be presumed to have been received on the fifth day after mailing in cases where the notice is not actually received by the employee. A copy of the notice shall also be sent to the Union. The notice shall state the date by which a reply must be made and the start date.
- E. Failure to respond to the recall notice one week prior to the start date or by failure to report to work on that date shall be considered a waiver of any and all recall rights. Additional time may be allowed upon a showing of good cause.
- F. The Town shall notify the Union President of all new bargaining unit employees to include their names, addresses, social security numbers, job class and date of hire at the end of the probationary period.

#### **ARTICLE V - PAID HOLIDAYS**

- A. The Town recognizes the following days as holidays granted with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veteran's Day
Thanksgiving Day	Memorial Day
Friday after Thanksgiving	Good Friday
Christmas	Independence Day
Employee's Birthday	Juneteenth

- B. When a holiday falls on Saturday, it shall be observed on the preceding Friday; when a holiday falls on a Sunday, the following Monday shall be observed.
- C. In order to receive pay for an observed holiday, an employee must work or be absent on authorized paid leave status on his or her full scheduled workdays immediately preceding and following the holiday.
- D. Employees shall also receive the following holidays, subject to the understanding that if there is a snow plowing and/or other emergency situations, the employee will not receive overtime pay for working his/her normally scheduled work hours. Further, the employee will receive a half-day floating holiday to be taken at a later date subject to the prior approval of the Town.

One-half (½) Day before Thanksgiving  
 One-half (½) Day before Christmas

## **ARTICLE VI - VACATIONS**

- A. Employees shall receive paid vacations according to the following schedule:  
  
 One (1) week after One (1) year of continuous service. Two (2) weeks after Two (2) years of continuous service. Three (3) weeks after Five (5) years of continuous service. Four (4) weeks after Ten (10) years of continuous service. Five weeks after twenty (20) years of continuous service.
- B. All vacation requests are subject to the approval of the department supervisor. Approval of requested vacations shall not be unreasonably withheld, but the primary consideration for the approval of such vacations will be the needs and workloads of that department.
- C. The vacation period shall normally run from April 1 to November 15, provided that limited exceptions may be granted, in the sole discretion of the department's supervisor and consistent with the needs of the department, upon request for vacation at other times.
- D. Vacation leave is not cumulative except up to one week of vacation leave may be carried over into the next year.
- E. Vacation will be granted, subject to the approval of the department's supervisor, on a first come, first served basis, giving preference to those with the greatest seniority.

- F. Upon termination of employment or death, employees or their estates shall be entitled to vacation pay for all unused earned vacation time.

## **ARTICLE VII - HOURS OF WORK AND OVERTIME**

- A. Hours of work shall be from 7:00 a.m. to 4:00 p.m. (which includes a twenty minute paid lunch break to be taken at the place of work activity or as directed), Monday through Thursday, and from 7:00 a.m. to 11:00 a.m. of Friday, plus such additional days or hours as, in the Town's discretion, shall be necessary in the interests of the Town. During a week when a holiday under Article V is observed on a Friday, the regular hours of work for the remaining four days of that week shall be from 7:00 a.m. to 3:00 p.m., and the employee shall receive eight hours pay for that holiday.
- B. The Town shall determine when and to what extent overtime shall be worked. For all hours worked in excess of forty (40) hours in each payroll workweek, an employee shall be compensated at the rate of time and one-half his normal hourly rate of pay. Sick leave, vacation and holiday shall be counted as hours worked. For the purpose of this provision, personal days shall be counted as hours worked in the discretion of the First Selectman. Overtime shall be distributed on as equal a basis as practical. There is no overtime or minimum overtime guarantee.
- C. Employees shall be required to work reasonable amounts of overtime. The Town will endeavor to give as much advance notice of required overtime as is feasible under the circumstances. Employees must provide a phone number or other means by which they may regularly be reached in the event of a need to be called in outside of the normal work schedule. Any employee who misses no more than three (3) call-ins in a contract year will be entitled to a two hundred dollar (\$200) bonus payable in July of the following contract year. An employee called into work without four (4) hours advance notice will be allowed one half (1/2) hour travel time provided the actual time worked exceeds the applicable minimum, except when the work period continues into their scheduled work time.
- D. Time and one-half shall be paid for all work performed on Sundays and holidays as recognized in Article V of this Agreement, except that double time shall be paid for work performed on Christmas Day, New Year's Day, Memorial Day, July 4, Labor Day and Thanksgiving Day.
- E. Employees who are called into work outside of their regular work schedule shall be entitled to a minimum of three (3) hours' pay at time and one-half. This shall not apply if an employee is notified by his or her supervisor before leaving of the requirement to return to work. This minimum shall also not apply to call-ins which require an employee to report to work less than two (2) full hours before the start of the regular scheduled starting time.
- F. Employees shall be permitted a morning work break which shall not exceed fifteen (15) minutes. The timing of these breaks will be at the discretion of the supervisor and all breaks are to be taken at the pace of work activity. One employee on each work crew will

be allowed to leave the worksite in order to get coffee, retuning with fifteen (15) minutes. The Employee getting coffee shall be permitted a fifteen (15) minute work break upon his or her return to the work crew.

- G. Employees shall be required to work overtime on winter snow removal operations. When required to work overtime on winter snow removal operations after being called into work between the hours of 6:00 p.m. and 6:00 a.m. employees shall receive payment for one meal per each six (6) hours worked during said time period taken at a local dining establishment upon presenting a valid receipt of up to nine dollars (\$9.00) for breakfast, eleven dollars (\$11.00) for lunch and thirteen dollars (\$13.00) for dinner.

Employees will be reimbursed for meal expenses actually incurred upon presentation of a receipt to the First Selectman or his/her designee. Receipts must be presented in the same pay period in which the meal was taken and must identify whether the meal was breakfast, lunch or dinner.

- H. Employees are allowed a twenty (20) minute break for lunch, which is paid. Employees are not allowed the use of Town vehicles for transportation to and from lunch.

#### **ARTICLE VIII - SICK LEAVE**

- A. Members of the bargaining unit shall be entitled to paid sick leave which shall accrue at a rate of one (1) day per month for a total of twelve (12) per year. Maximum accrual shall be one hundred twenty (120) days.
- B. It is expressly agreed and understood that sick leave will be claimed by an employee only when the employee's bona fide illness precludes him or her from reporting to work according to schedule or as provided in Section 3 of this Article.
- C. Sick leave may be used to meet medical and dental appointments in excess of two (2) hours duration when an employee has made reasonable efforts to secure appointments outside his or her normal working hours provided that the supervisor is notified at least one (1) workday in advance of the day on which the absence is to occur. The Town may require evidence in the form of a bill or medical report that the employee attended the appointment.
- D. Sick leave will commence on the date and at the time of specific notification to the designated supervisor by the employee, including the notice requirements of Section 3 above. Failure of the employee to provide such appropriate notification shall mean the forfeiture of claim of pay except under extraordinary circumstances.
- E. Whenever an absence for which sick leave is claimed lasts three (3) days or more o immediately precedes or follows a paid holiday or vacation, the supervisor may require a doctor's note specifying the nature of the illness and the recommended treatment. In the event that an employee fails to provide the doctor's note within five (5) working days of the request he or she shall not be paid for those days.



- F. Except as provided in Section 3 above, on the first day of absence from work due to illness, the employee shall report his or her illness to his or her supervisor no later than one (1) hour prior to the beginning of his or her scheduled work assignment. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with the provision of this section due to extenuating circumstances.
- G. There shall be no payout of accumulated sick leave upon resignation, retirement or separation.

#### **ARTICLE IX - DISCIPLINE**

Employees may be disciplined or discharged by the Town or its designee for just cause and such action shall be subject to the grievance procedure. All disciplinary action shall be applied as follows: verbal warning, written warning, suspension without pay and dismissal. The use of the foregoing actions will be in a progressive fashion except in mitigating circumstances where the conduct is judged to warrant a deviation from the progression.

An employee shall have the right to file a written response to any disciplinary action and such response will be attached thereto and placed in the same file as the discipline issued.

#### **ARTICLE X - NO STRIKE**

- A. During the life of this Agreement there shall be no strikes, slowdowns, work stoppages, mass absenteeism, sympathy strikes or other similar forms of interference with the operations of the Town.
- B. The Town agrees that during the life of this Agreement there shall be no lockouts.
- C. Local 1303, Council #4, expressly agrees that it will take every reasonable, prompt and positive measure within its power to prevent and stop any acts described in Section 1 above.
- D. Any or all employees participating in such strikes or other prohibited activity described in this Article may be subject to disciplinary action by the Town up to and including discharge, and any such measures imposed on any employee by the Town for violations of Section 1 shall be subject to the grievance procedure of this Agreement.

#### **ARTICLE XI - GRIEVANCE PROCEDURE**

- A. A grievance is hereby defined as a claimed misinterpretation or misapplication of a specific section of this contract to an individual employee. In order to be valid a grievance must be in writing and must set forth the specific section(s) of the contract alleged to have been misinterpreted or misapplied together with a plain statement of the relief requested. The purpose of the grievance procedure shall be to resolve, at the lowest administrative level, issues which may arise from time to time with respect to the provisions of this Agreement. No interpretation or application of the Town Personnel Policy Manual or any claims made thereunder shall be the subject of a grievance under this Agreement.

B. **Procedure**

Step One

Within ten (10) calendar days of the occurrence which gives rise to the grievance, the employee must present a written statement of the grievance to the Highway Department Supervisor. This matter shall be discussed and a decision given to the employee within seven (7) calendar days of receipt of the grievance.

Step Two

If the aggrieved employee is not satisfied with the disposition of the grievance at Step One, or if no response has been issued at Step One within seven (7) calendar days of receipt of the grievance, he or she may request a further review of the grievance by the First Selectman by presenting the written grievance to the First Selectman within five (5) calendar days of receipt of the decision at Step One. Within ten (10) calendar days of the receipt of the request, the First Selectman shall review the grievance and render a decision to the aggrieved employee.

- C. Any grievance not taken to a higher step in the grievance procedure in accordance with the above time limitations shall be deemed settled on the basis of the last decision rendered by the Town's representative and shall not be subject to further processing. However, any of the above time limits, except for the initial filing period, may, in particular circumstances, be reduced or extended by mutual agreement which must be reduced to writing and signed by both parties.

Step Three

- D. In the event the parties are unable to settle the grievance as outlined above, the written grievance may be submitted by either the Town or the Union to arbitration before the Connecticut State Board of Mediation and Arbitration. However, the Town has the unilateral and exclusive right to submit any request for arbitration, whether initiated by the Town or the Union, and whether or not the request has already been submitted by the Union or the Town to the Connecticut State Board of Mediation and Arbitration, directly to the American Arbitration Association for hearing. In the event that the Town exercises its option for arbitration before the American Arbitration Association, any request for arbitration or proceedings before the State Board of Mediation and Arbitration shall be withdrawn by the Union.
- E. Any request for arbitration must be in writing by the Union or the Town and must be filed no more than thirty (30) calendar days from the date of the written response to the grievance from the First Selectman. A concurrent copy of the arbitration request will be mailed to the non-filing party.
- F. The arbitrator designated shall hear and decide only one (1) grievance in each case. His or her award shall be final and binding as provided by law or the rules and regulations of

the American Arbitration Association of CSBMA as applicable, but he or she has no power to add to, subtract from, or modify in any way the provisions of the collective bargaining agreement, nor shall he or she have any authority whatsoever to interpret, apply or rule on any claim alleging or involving a violation, misapplication or misinterpretation of the Town's Personnel Policy Manual or any Town personnel procedure which is not specifically incorporated on a verbatim basis into this Agreement.

- G. If arbitrated by the Connecticut State Board of Mediation and Arbitration, the parties will share the arbitrator's fees and expenses on an equal basis. If, however, the Town exercises its right to have the matter heard before the American Arbitration Association, then the Town will pay all of the arbitrator's fees and expenses.

## **ARTICLE XII - NO DISCRIMINATION**

There shall be no unlawful discrimination against any employee by the Town or the Union based upon marital status, age, race, sex, creed, national origin, sexual orientation, gender identity, genetic information, veteran status, disability, ancestry, religious belief or other applicable unlawful discriminatory standard. The provisions of this Article shall not be subject to the grievance and arbitration provisions of this Agreement, when there is an adequate remedy at law.

## **ARTICLE XIII - SAFETY AND HEALTH**

- A. The Town agrees to provide each employee, whose job requires a raincoat, rain hat, gloves and foul weather boots for their use on the job. The Town also agrees to provide for the maintenance and repair of said foul weather items. Upon submission of proof of purchase the Town shall pay for safety shoes per employee in each contract year up to a maximum of three hundred dollars (\$300).
- B. During winter storms or when employees are on emergency calls, the Town shall provide a system of checks to ensure the safety of its employees and also availability of an employee's family to reach them in case of an emergency.
- C. Monthly Safety Committee meetings shall be conducted. The Union and the Town shall each have two (2) members on the safety committee.
- D. The failure of an employee to properly utilize safety gear or equipment which has been provided or to follow safety procedures shall be grounds for discipline.
- E. The Town and Union shall jointly develop and implement a policy in conformity with the "Drug Free Workplace Act of 1988." This policy shall be developed by the Safety Committee.
- F. Members of the bargaining unit may be required to undergo drug testing if required by federal or state law. The cost of any such testing is to be borne by the Town.
- G. For job related reasons consistent with business necessity, the First Selectman may require an employee to have a physical examination for which the Town shall pay.

Employees may select their own doctor, upon approval by the Town. Physicals shall not be the sole basis for termination purposes.

The Town will pay for the biennial (i.e., every twenty-four month), routine physicals for all employees possessing a Connecticut Commercial Driver's License (CDL). The Town will select a health care provider for this physical; should the employee fail the routine physical, he/she will be responsible for any additional testing and/or follow up DOT physical until his/her next routine DOT physical. Employees choosing not to use the health care provider selected by the Town will be responsible for all physical expenses related to maintaining their license. These employees must provide the Town with documentation of their physical qualifications to operate CDL vehicles.

- H. The Town shall provide a safe and health working environment.

#### **ARTICLE XIV - WAGES**

- A. All employees within the bargaining unit are classified as "Laborer-Drive-Operator" or "Crew Leader."

All employees must maintain a current CDL license.

- B. Maintenance tasks which the Town determines are to be performed by bargaining unit members will be equitably assigned to qualified employees to the extent feasible and where operational requirements permit, qualified employees will be offered the opportunity upon the basis of seniority. All bargaining unit employees may be required to perform safety related tasks, such as replacement of light bulbs and oil change and other tasks as necessary.

- C. During the term of the Agreement, the hourly rate of all bargaining unit employees shall be increased as follows above the rates in effect prior to the effective date of this Agreement:

Effective July 1, 2021, there shall be an across the board wage increase of two and one-quarter percent (2.25%).

Effective July 1, 2022, there shall be an across the board wage increase of two percent (2.0%).

Effective July 1, 2023, there shall be an across the board wage increase of two and one-quarter percent (2.25%).

- D. Probationary employees shall be paid one dollar (\$1.00) per hour less than non-probationary employees in the same job classification.
- E. Employees who are temporarily assigned Crew Leader responsibility by the First Selectman or his/her designee for two (2) or more consecutive work days shall receive the Crew Leader rate of pay for all hours worked in the temporary assignment.

## **ARTICLE XV - PENSION**

During the term of this Agreement, the Town shall continue in effect the current retirement program covering all eligible full-time employees in the bargaining unit as administered and interpreted by the carrier.

Effective July 1, 2017, participating employees shall contribute 2.0% of their yearly earnings toward participating in the plan.

## **ARTICLE XVI - INSURANCE**

- A. The Town shall provide the following insurance and/or substantially equivalent coverage for all full-time employees and their enrolled dependents:

<b>HSA PLAN</b>	
<b>Annual Deductible (Individual/Aggregate Family)</b>	\$2,500 / \$5,000
<b>Prescription Drug Coverage</b>	Upon reaching deductible \$5/\$25/\$40

Effective July 1, 2020, the Town will contribute sixty-five percent (65%) of the HSA deductible amount.

Effective July 1, 2021, the Town will contribute fifty-five percent (55%) of the HSA deductible amount.

Effective July 1, 2022, the Town will contribute fifty percent (50%) of the HSA deductible amount.

Effective July 1, 2023, the Town will contribute fifty percent (50%) of the HSA deductible amount.

The Town's contribution toward the HSA deductible will be deposited into the HSA accounts in two (2) equal installments, one (1) at the start of the insurance year; and one (1) at the beginning of the calendar year, on the employing Town's payroll dates.

An employee with documented medical expenses may apply to the First Selectman to receive the second installment of the Town's contribution prior to January. The First Selectman shall grant such application supported by documented medical expenses.

The Town's contribution for newly hired employees shall be prorated based on the date of hire in the contract year. The parties acknowledge that the Town's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Town shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Effective July 1, 2021, employees shall contribute ten percent (10%) for individual coverage, eleven percent (11%) for two-person coverage, and twelve percent (12%) for family coverage.

Effective July 1, 2022, employees shall contribute eleven percent (11%) for individual coverage, twelve (12%) for two-person coverage, and thirteen percent (13%) for family coverage.

Effective July 1, 2023, employees shall contribute twelve (12%) percent for individual coverage, thirteen percent (13%) for two-person coverage, and fourteen percent (14%) for family coverage.

- B. Employee life insurance in the amount of fifty thousand dollars (\$50,000) will be provided to all eligible employees.
- C. If any employee elects not to receive medical insurance from the Town of Brooklyn, he or she shall instead receive a monthly stipend of two hundred and fifty dollars (\$250) in lieu of insurance. In order to receive this stipend, the employee must fill out a refusal of insurance form and submit it to management. An employee who waives coverage shall remain eligible for insurance and may at any time elect to receive insurance by providing thirty (30) days' notice to management.
- D. The Town and the Union agree to reopen negotiations limited to the employee premium co-share payments set forth above in paragraph A, of this article in the event the Town provides an alternate insurance plan with substantially equivalent coverage.
- E. In the event the premium costs for the insurance plan trigger the "Cadillac Tax" under the Affordable Care Act, the Town may reopen to negotiate the impact of such tax, provided it does so within thirty (30) days of its knowledge that its premium costs have triggered the tax, and that its reopener notice to the Union provides the factual basis, and relevant documents, in support of this claim. The impact of such tax shall include the impact on the Union, if any, as well as the impact on the Town.

In negotiating the impact of such tax, and upon the Union's request, the Town shall determine from the State the premium costs for any and all State sponsored plans then available to Municipal employees; and if a State plan in plan design and administration is substantially equivalent to or better than other plans then being considered, and its premium costs do not trigger the "Cadillac Tax", then the parties shall adopt that plan unless the parties agree there is a better alternative to address the impact.

#### **ARTICLE XVII - JURY DUTY**

- A. Employees who serve jury duty will be granted a leave of absence for the actual period of such service.
- B. Employees who are called for jury duty will receive that portion of their pay which, together with their jury duty pay or fees, equals their total pay for the period served.

### **ARTICLE XVIII - BEREAVEMENT LEAVE**

- A. Employees will be granted a leave of absence for a maximum of three (3) days to attend funerals of immediate family members. "Family member" is defined to include an employee's father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, grandparent, grandchild, aunt or uncle; and/or other relative who is an actual, permanent domicile of the employee's household.
- B. Employees on bereavement leave will be compensated at their regular rate of pay for the leave period.

### **ARTICLE XIX - PERSONAL LEAVE**

Employees shall be entitled to three (3) days of personal leave at the Employee's regular straight-time rate in any calendar year. Such time shall not accumulate from year-to-year. With forty-eight (48) hours' notice to the Highway Superintendent, an Employee's request for personal leave will not be unreasonably denied. If less than forty-eight (48) hours' notice is given, approval of personal leave shall be at the discretion of the Highway Superintendent. In case of emergency, prior approval will not be necessary.

### **ARTICLE XX - UNION AND EMPLOYEE RIGHTS**

- A. The Union shall provide the Employer with an updated list of Union Officers and/or Union Stewards, not to exceed two (2) individuals, who shall be afforded reasonable time on-the-clock to conduct bona fide Union business.
- B. The Employer shall provide two (2) hours of time on-the-clock during a newly-hired Employee's first week of employment for an orientation session between the newly-hired Employee and one (1) Union Officer or Steward.
- C. An Employee shall have the right to review his or her official personnel file located at the Town Hall.
- D. An Employee shall be provided with a copy of his or her job description and/or classification upon request.

### **ARTICLE XXI - FAMILY AND MEDICAL LEAVE**

- A. Any violation either of the FMLA or of any state laws relating to family and medical leave shall be subject to the grievance and arbitration provision of this Agreement. Any remedies provided for in federal and state laws as well as remedies provided for under this Agreement shall be applicable for any violations of these laws.
- B. Notwithstanding the provisions of the FMLA, an Employee will be allowed to retain up to ten (10) days of vacation leave and substitute unpaid leave while taking family or medical.

- C. Notwithstanding the provision of the FMLA, an employee taking leave to which he or she is entitled under FMLA may substitute, at the employee's discretion, any paid leave earned under this Agreement for any unpaid FMLA leave taken by the employee.
- D. Notwithstanding the provisions of FMLA, an employee who takes FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the FMLA leave period.
- E. The leave year for FMLA purposes shall be the calendar year beginning January 1 and ending December 31.

## **ARTICLE XXII - DURATION**

This Agreement shall become effective July 1, 2021 and shall remain in effect until June 30, 2024. Negotiations for a successor contract shall be in accordance with the Municipal Employee Relations Act.

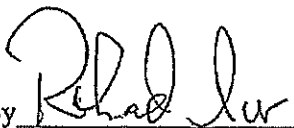
## **ARTICLE XXIII - MISCELLANEOUS**

- A. The Town agrees to make space available in the Town garage to permit the Union to post notices and other documents of interest to members. A copy of each notice or other document to be posted shall be provided to the First Selectman simultaneously with its posting.
- B. The Town shall note all hours of work on employee paychecks.
- C. Personal portable radios are allowed in trucks only in storm or emergency situations after normal hours and as long as they do not interfere with work.
- D. Work Clothing and Uniforms
  - 1. The Town shall provide each new Bargaining-unit employee a clothing allowance of four hundred dollars (\$400) upon the successful completion of the new employee's initial probationary period.
  - 2. The Town shall reimburse all bargaining-unit employees for work clothing up to four hundred dollars (\$400). Requests for reimbursement and the submission of receipts documenting purchases shall be submitted to the Highway Director. In order to be eligible for such reimbursement, the employee must have been employed by the Brooklyn Highway Department for at least one (1) year.
  - 3. To be eligible for reimbursement, purchased items must be appropriate work clothing in the reasonable discretion of the First Selectman.
- E. Rest Period. Employees who have worked more than sixteen (16) consecutive hours shall be given a four (4) hour rest period if possible.



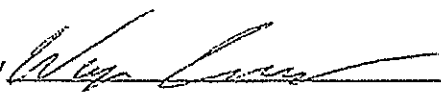
**WHEREFORE**, the Town and the Union, by their undersigned duly authorized representatives, have set their hands and seals to this Agreement at the date(s) and place(s) indicated below.

**TOWN OF BROOKLYN**

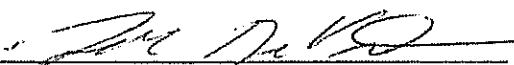
By   
The Hon. Richard Ives  
First Selectman

9/12/21  
Date

**LOCAL 1303-204 OF COUNCIL #4  
AFSCME, AFL-CIO**

By   
Its President

\_\_\_\_\_  
Its Vice-President

  
John Devito  
Staff Representative, AFSCME, Council #4

Employees provided a four (4) hour rest break with the intent that the employees return to work following the break shall receive compensation for the four (4) hour rest period, provided they take the rest period at the public works facility (or other facility designated at the discretion of the Town) and return to work. Employees who do not take the rest break at the public works facility (or other facility designated at the discretion of the Town) or who do not return to work will not receive compensation for the four (4) hours.

Employees who are sent home upon completion of their assignments after working sixteen (16) or more hours without a break shall be paid for four (4) additional hours

#### **ARTICLE XXIV - SAVINGS CLAUSE AND EXTENT OF AGREEMENT**

This Agreement contains the full and complete agreement between the Town and the Union on all bargainable issues. Working conditions not specifically addressed in this contract shall be governed by the provisions of the Town Personnel Policy manual as administered, changed, revised, and/or interpreted by the First Selectman in accordance with the Municipal Employee Relations Act.

- A. If any section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected. Thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provision, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained therein separately and apart from the other.
- B. No individual employee in the bargaining unit or representative, agent or employee of the Town may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto, unless expressly adopted in writing and mutually agreed upon between the Town and the Union.

## **APPENDIX A**

<b>Wages</b>	<b>Driver-Laborer-Operator</b>	<b>Crew Leader**</b>
Effective 7/1/2021	\$24.55	\$26.05
Effective 7/1/2022	\$25.04	\$26.54
Effective 7/1/2023	\$25.60	\$27.10

\*\*Pending Job Description and with statement that selection for the position is within the sole discretion of the First Selectman.

**APPENDIX B – AUTHORIZATION FOR CHECKOFF OF UNION DUES**

Effective \_\_\_\_\_ I hereby authorize you to deduct from my earnings each \_\_\_\_\_ a sufficient amount to provide for the regular payment of the current rate of monthly union dues or service fees, as certified by the Union. The amount deducted shall be paid to the treasurer of the American Federation of State, County and Municipal Employees. This Authorization shall remain in effect in accordance with the working agreement or until termination of my employment.

\_\_\_\_\_  
Signature (Do not print)