

**AGREEMENT**

**BETWEEN**

**TOWN OF BROOKLYN**

**And**

**TOWN HALL EMPLOYEES**

**LOCAL 1303-456 OF COUNCIL #4  
AFSCME, AFL-CIO**

**JULY 1, 2021 – JUNE 30, 2024**

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## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into by and between the Town of Brooklyn, hereinafter referred to as the "Town" and Local 1303-456 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, Town Hall Employees, hereinafter referred to as the "Union."

## **ARTICLE 2 - RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on wages, hours and other conditions of employment for the Town of Brooklyn non-supervisory employees who regularly work a minimum of twenty (20) hours per week, including permanent part-time employees working at least six (6) months per year and at least twenty (20) hours per week, excluding the Executive Assistant to the First Selectman, seasonal employees and others excluded pursuant to the Municipal Employees Relations Act, and as certified by the Connecticut State Board of Labor Relations on May 18, 2011.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- (a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town.
- (b) To establish or continue policies, practices and procedures for the conduct of Town's business and, from time to time, to reasonably change or abolish such policies, practices and procedures.
- (c) To discontinue processes or operations.
- (d) To select and to determine the number and types of employees required to perform the Town's operations, and to create, modify and/or eliminate positions accordingly.
- (e) To employ, transfer, promote or demote employees, or to layoff, furlough, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town.

- (f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, and to discipline employees as determined to be appropriate by the Town, subject to the just cause standard.
- (g) To create job specifications and revise existing job specifications, subject to bargaining in accordance with MERA.
- (h) To determine the work schedules for employees.

The above rights, responsibilities and prerogatives are inherent in the Town by virtue of Statutory and charter provisions and are not subject to delegation in whole or in part.

Where there is a conflict between any of the above and a specific provision of the Agreement, the specific provision of the Agreement shall prevail.

#### **ARTICLE 4 - HOURS OF WORK**

The normal hours of work per week and normal schedules shall be as follows:

Administrative Assistant to the First Selectman	Town Hall Hours*
Building/Planning Assistant	Town Hall Hours
Assistant Assessor	Town Hall Hours
Assistant Tax Collector	Town Hall Hours
Assistant Town Clerk	Town Hall Hours
Recreation Assistant	Town Hall Hours
Parks and Rec. Grounds**	Mon-Thurs, 7-4, Friday 7-11
Recreation Maintainer**	40 Hours per week
Financial Assistant (Added to unit August 2019)	40 Hours per week (Mon-Friday)
Custodian (Added to unit [date])	40 Hours per week (Mon-Friday)

\*Town Hall hours are 8-5, Monday - Wednesday, and 8 – 6, Thursday.

\*\*The Parks and Recreation Grounds position and Recreation Maintainer shall receive a twenty minute paid break each day.

#### **ARTICLE 5 - OVERTIME**

The Town shall determine when and to what extent overtime shall be worked. For all hours actually worked by a non-exempt employee in excess of forty (40) hours in each workweek, such employee shall be compensated at the rate of time and one-half his or her normal hourly rate of pay. There is no overtime or minimum overtime guarantee.

Non-exempt employees who are called into work outside of their regular work schedule shall be entitled to a minimum of three (3) hours' pay at straight time and time and one-half for all hours actually worked over three (3) hours. This shall not apply if an employee is notified by his or her

supervisor before leaving work 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.

Employees may receive a ½ hour unpaid lunch break for shifts of a duration of greater than four (4) hours.

#### **ARTICLE 6 - VACANCIES**

For the purposes of this Agreement, a vacancy shall be defined as “a new position or opening which has arisen through a resignation, retirement, or termination.” When a vacancy occurs within the unit, the Town shall post the job for one (1) calendar week and notify the Union Steward of such posting. An employee may apply in writing for such vacancy. The Town retains the right to fill positions from outside the unit if no qualified employee applies.

#### **ARTICLE 7 - SENIORITY**

“Seniority” mean an employee’s years of service with the Town, and shall include all time worked with the Town.

New employees shall serve a probationary period of ninety (90) days which may be extended an additional ninety (90) days with the consent of the Union, 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. Upon completion of the probationary period, seniority shall date to the commencement of employment.

An employee’s seniority shall be discontinued only because of a voluntary resignation, retirement or termination. Approved leaves of absence shall not discontinue the accumulation of seniority.

The Employer shall provide the union with a seniority list by August 1 of each year. If the union does not provide notice of any claimed inaccuracies regarding the seniority list by September 1 each year, then the list will be considered accurate for any use under the terms of this Agreement.

#### **ARTICLE 8 - LAYOFF AND RECALL**

Layoffs shall take place as follows:

- A. Temporary and seasonal employees in the position to be eliminated.
- B. Probationary employees in the position to be eliminated.
- C. Part-time employees in the position to be eliminated working less than twenty (20) hours per week.

- D. In the event a laid off employee is qualified in a position held by a less senior employee, the laid off employee may bump the less senior employee.

The Town shall give notice to the Local President and to all employees to be affected by the proposed layoff and the reasons therefore.

When practicable, the Union will be notified in writing at least two (2) weeks prior to the effective date of any contemplated layoff.

**Recall:**

Laid off employees shall have recall rights for up to one (1) calendar year. Recall shall occur to the laid off employees former position or to a position for which the individual is qualified in reverse order of layoff.

Notice of such recall 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 laid off 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.

Failure to respond to the recall notice one week prior to the start date shall be considered a waiver of any and all recall rights.

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 9 - UNION RIGHTS AND SECURITY**

The Town shall permit the use of Town owned facilities for Union meetings, subject to the reasonable discretion of the First Selectman.

The Town agrees to provide a mutually agreeable space within all Town buildings, which the Union may use for a Union bulletin board.

The Town agrees to deduct from the wages of each employee of the bargaining unit who voluntarily authorizes such deductions, weekly union dues or a service fee. The Secretary of the Union will supply the Town with signed statements from each member of the bargaining unit voluntarily authorizing the deduction of dues or a service fee. The total amount deducted each pay period in accordance with the provisions of this Agreement will be remitted by the Town together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which deductions are made, or as soon as practicable thereafter.

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.

The Union shall provide the Employer with an updated list of Union Officers and/or Union Stewards, not to exceed two (2) individuals, who, upon notice and approval of the First Selectman, shall be afforded reasonable time on-the-clock to adjust grievances and/or participate in contract negotiations. This provision shall not apply to grievance and/or contract arbitration proceedings.

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.

An Employee shall be provided with a copy of his or her job specification, if any, upon request.

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 10 - NON-DISCRIMINATION**

The Town shall not discriminate against bargaining unit members on the basis of sex, race, creed, color, religion, age, national origin, disability, sexual orientation, marital status, gender identity, or veteran's status. The provisions of this Section shall not be subject to the grievance and arbitration provisions of this Agreement, when there is an adequate remedy at law.

#### **ARTICLE 11 - PERSONNEL FILES**

The First Selectman or his/her designee shall maintain a personnel file on each employee.

The employee upon request has the right to inspect and copy contents of his/her personnel file.

An employee may include in his/her personnel file a reasonable amount of relevant material such as letters of commendation, licenses, certificates, college course credits and other material, which reflects positively on the employee.

#### **ARTICLE 12 - DISCIPLINARY PROCEDURE**

Discipline shall be progressive, and shall normally follow in this order:

- A. Oral warning

- B. Written warning
- C. Suspension
- D. Discharge

Certain infractions may require immediate suspension or discharge at the discretion of the First Selectman or his/her designee.

Employees shall not be discharged or otherwise disciplined without just cause.

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 13 - JURY DUTY**

An employee called to jury duty shall be paid the difference between the employee's regular rate of pay and the fee received for serving as a juror. An employee called to jury duty shall furnish the Town with a notice to serve as evidence of attendance.

### **ARTICLE 14 - GRIEVANCE PROCEDURE**

For the purpose of this Agreement, the term "grievance" means a complaint by an employee or the Union that there has been an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement.

1. Any such grievance shall be settled in accordance with the following grievance procedure:
  - (a) Step-1 - The aggrieved employee (the "grievant") and/or his or her Steward or Representative shall within ten (10) working days of the occurrence take up the grievance matter with his/her immediate supervisor in an effort to get the grievance resolved immediately.
  - (b) Step-2 – If the grievance is not settled in the first step, the grievance will be reduced to writing within seven (7) working days of the conference with the supervisor and submitted to the First Selectman. The First Selectman will adjust the grievance at once or give an answer to the Union in writing within ten (10) working days of receipt of the grievance.
  - (c) Step 3 – If the grievance is not settled it may be submitted to arbitration before the Connecticut State Board of Mediation and Arbitration (SBMA). The request for arbitration shall be in writing and must be filed with the SBMA no later than twenty (20) calendar days after receipt of the written answer of the First Selectman at Step 2 above, with a copy of such filing to the First Selectmen.



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.

If arbitrated by the Connecticut State Board of Mediation and Arbitration, each party shall pay its respective fee to the Board. 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.

2. The award of the arbitrator(s) shall be final and binding. The arbitrator(s) shall be bound and must comply with all terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement.
3. Failure by the grievant to submit a grievance at Step 1 of the grievance procedure within ten (10) working days of the occurrence giving rise to the claimed grievance, shall constitute waiver of the grievance. Failure by the grievant of Union at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. However, any of the time limits above may be extended by mutual written agreement.

#### **ARTICLE 15 - NO STRIKE; NO LOCKOUT**

The employees agree, individually and collectively, that there shall be no strikes at any time during the term of this Agreement.

The Town agrees that there will be no lockout of any of its employees during the life of the Agreement.

#### **ARTICLE 16 - HOLIDAYS**

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day
Good Friday	Juneteenth
One Floating holiday	Day After Thanksgiving

Day before Thanksgiving commencing at 12:15  
Day before Christmas commencing at 12:15

There shall be no holiday pay for holidays falling on a Friday in a given fiscal year unless the employee is regularly scheduled to work on a Friday, except when Christmas, New Year's Day and Independence Day fall on a Friday.

2. When a holiday falls on Saturday, the employee shall receive a floating holiday and the scheduling of which shall be subject to the reasonable discretion of the First Selectman; when a holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls on a Tuesday or Wednesday, the employee has the option of taking the holiday on a Monday or Thursday of that week, as determined by a majority of the bargaining unit.
3. In order to receive pay holiday pay, employees must be at work on his or her full scheduled workday immediately preceding the holiday. This section shall not apply if the employee is on authorized and approved leave.
4. Part-time employees shall be eligible for Holiday pay if a Holiday falls on a day the part-time employee is regularly scheduled to work. Additionally, part-time employees shall receive the floating holiday, the scheduling of which shall be subject to the reasonable discretion of the 1<sup>st</sup> Selectman.

\*For the purpose of this Article, paid days shall be pro-rated based on an employee's regularly scheduled weekly hours divided by the number of days.

#### **ARTICLE 17 - VACATION**

1. Effective July 1, 2012, and each year thereafter, employees shall receive paid vacations according to the following schedule:

After one (1) completed year of continuous service:	One week*
After two (2) completed years of continuous service:	Two weeks
After five (5) completed year of continuous service:	Three weeks
After ten (10) completed years of continuous service:	Four weeks
After fifteen (15) completed years of continuous service:	Five weeks

Upon twenty (20) completed years of continuous service, and for that twentieth (20<sup>th</sup>) year only, employees shall receive five (5) weeks and three (3) days. Upon twenty-one (21) completed years of service and thereafter, employees shall receive five (5) weeks.

\*For the purpose of this Article, a week shall reflect the number of hours regularly scheduled in a work week. When taking paid leave time, the number of hours deducted on any given day shall reflect the number of hours normally worked on that particular day (i.e., if any employee normally works eight hours on a Tuesday, and vacation is taken on a Tuesday, eight hours of time shall be deducted from the employees vacation bank).

2. All vacation requests shall be subject to the approval of the First Selectman and the employee's supervisor.
3. Up to one week of vacation time may be carried over from anniversary date to anniversary date, subject to the approval of the First Selectman.
4. Upon separation from employment, except in instances of separation based on just cause, there shall be a payout of unused accumulated vacation time.

## **ARTICLE 18 - SICK LEAVE**

### **Sick Leave**

Sick leave shall only be used for personal illness or quarantine by health authorities.

- (a) Each employee shall accumulate sick days\* at the rate of one day per month for a total of twelve (12) per year.
- (b) If such sick leave is not used, it shall be accumulated to the employee's credit up to seventy-five (75) days.
- (c) For any absence or illness for more than three (3) consecutive workdays, or in cases of suspected sick leave abuse, the employee may be required to submit a physician's certificate to the First Selectman or his/her designee upon the employee's return to work.
- (d) There shall be no payout of accumulated sick leave upon resignation, retirement or separation.
- (e) Sick leave may be donated to another employee in instances of prolonged illness upon receiving approval of the First Selectman; provided however that any unused portion of the donation shall be returned to the donor, upon the donor's request.

In cases of suspected sick leave abuse, the First Selectman may require a physician's certification. Sick leave abuse shall be defined as use for other than its intended purpose or a problem of use to extend weekends, holidays or vacations.

\*For the purpose of this Article, a day shall be determined by the employee's regularly scheduled hours per week divided by the number of days per week. However, in the event that an employee works less than four days per week, the number of days allotted above shall be adjusted accordingly on a prorated basis. (For example, if an employee regularly works two days per week, that employee shall receive six days per year). When taking paid leave time, the number of hours deducted on any given day shall reflect the number of hours normally worked on that particular day (i.e., if an employee normally works eight hours on a Tuesday, and sick leave is taken on a Tuesday, eight hours of time shall be deducted from the employee's sick leave bank).

## **ARTICLE 19 - PERSONAL LEAVE**

### **Personal Leave**

Each employee shall be permitted a maximum of three (3) personal days\* in a contract year without loss of pay when absence from work is necessary and unavoidable.

Personal leave days shall not accumulate from contract year to contract year.

Personal days for newly hired employees shall be prorated based on the date of hire in the contract year.

\*For purposes of this Article, a day shall be determined by the employee's regularly scheduled hours per week divided by the number of days per week. However, in the event that an employee works less than four days per week, the number of days allotted above shall be adjusted accordingly on a prorated basis. When taking paid leave time, the number of hours deducted on any given day shall reflect the number of hours worked on that particular day (i.e., if an employee normally works eight hours on a Tuesday, and personal leave is taken on a Tuesday, eight hours of time shall be deducted from the employee's sick personal leave bank.

## **ARTICLE 20 - BEREAVEMENT LEAVE**

Employees will be granted a leave of absence with full salary for a maximum of three (3) days to attend funerals of immediate family members. "Family member" is defined to include 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.

\*For the purpose of this Article, a day shall be the employee's regularly scheduled hours on the given day of the absence.

## **ARTICLE 21 - LEAVE WITHOUT PAY**

An employee requesting leave of absence without pay may be granted the same at the discretion of the First Selectman upon reasonable cause being given. Sick leave and vacation leave will not accrue during any absence in excess of thirty (30) days. During such leave in excess of thirty (30) calendar days, the employee shall be responsible for all costs associated with participation on the Town's health insurance plan.

## **ARTICLE 22 - INSURANCE**

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

## HSA PLAN

<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.

The following premium cost sharing provisions shall apply to employees electing the HSA plan during the term of this Agreement:

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 percent (12%) for two-person coverage, and thirteen percent (13%) for family coverage.

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

If any employee elects not to receive medical insurance from the Town of Brooklyn in any form whether as an employee or a dependent or spouse, 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 the Town.

The Dental Plan in existence on June 30, 2012, shall continue on the same terms and conditions during the term of this Agreement.

At the request of the Employer, there shall be a reopener if a new carrier is proposed, limited however to premium cost share; and the new plan must have substantially equivalent coverage as the plan then in effect.

In the event the premium costs trigger the "Cadillac Tax", 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 Employer.

In negotiating the impact of such tax, and upon the Union's request, the Town shall determine from the State the premium cost 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 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 23 - WAGES**

During the term of this 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%).

### **ARTICLE 24 - PENSION**

Employees working thirty (30) or more hours per week may participate in the Town's Group Retirement Plan, as such was adopted on June 1, 1970, and re-stated in August 18, 2000, with the following changes:

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

For employees hired on or after April 1, 2013, employees working thirty (30) or more hours per week may participate in the Town's Group Retirement Plan, as such was adopted on June 1, 1970, and restated on August 18, 2000, with the following changes:

All employees, regardless of hours, who actively enrolled in the plan prior to April 1, 2013, may continue to participate.

#### **ARTICLE 25 - MISCELLANEOUS**

When a new employee is hired, the Town shall notify the Union President within five (5) days of hire, and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

There shall be no alteration, variation, or amendment of the terms of this Agreement, unless agreed to in writing by both parties.

When an employee is required to use his/her own motor vehicle to perform Town business, or to attend conferences at the direction of the Town, he/she shall be reimbursed on the basis of the IRS rate in effect.

Any employee who is required by the Town to attend any training or conference shall be reimbursed for the reasonable expenses associated with such training or conference, in addition to his or her regular compensation.

In the event that Town Hall is closed due to snow or other conditions, employees shall not suffer loss of pay. In the event that an employee is not able to get to work due to snow or other dangerous conditions when Town Hall is open for business, the employee may use available vacation and/or personal leave to make up for the lost time.

All bargaining unit members who wish to or are required to obtain CPR Certification and/or AED Certification shall be given the opportunity to obtain it, with the cost of the training borne by the Town.

Compensatory time off shall be subject to the discretion of the First Selectman or his/her designee with the consent of the employee. Compensatory time off shall generally be taken within thirty (30) days of the time in which it is earned, the extension of which time shall be subject to the reasonable discretion of the First Selectman or his designee.

An employee who is entitled to compensation under the Workers' Compensation Act may use available paid leave time to provide him/her with compensation equal to his/her regular pay.

There shall be an annual clothes and boot allowance for the Recreation Maintainer and the Parks and Grounds position, in the same amount received by Town Highway Department employees.

The Town will provide reimbursement, upon receipt, for up to \$150 per contract term for foul weather gear, for the position of Assistant Assessor.

Employee life insurance in the amount of fifty thousand dollars (\$50,000) will be provided to all eligible employees.

#### **ARTICLE 26 - SAVINGS CLAUSE**

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 portion of this Agreement shall not be affected thereby, it being the intention of the parties adopting this Agreement that no portion thereof, or provision 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 herein, separately and apart from the others.

#### **ARTICLE 27 - DURATION AND ENTIRE AGREEMENT**

1. This Agreement shall take effect upon signing and remain in full force and effect until June 30, 2024. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.
2. Neither party shall be obligated to take part in any such collective bargaining session for a successor agreement prior to one hundred and twenty (120) days prior to July 1, 2024.
3. This Agreement is the entire agreement between the parties. Upon taking effect, this Agreement cancels, terminates and supersedes and all other understandings and Agreements which the parties may have previously entered into orally or in writing.
4. Successor contract negotiations shall commence in accordance with MERA.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officers, hereunto duty authorized, and their seal affixed hereto on this 14 day of July, 2021.

**TOWN OF BROOKLYN**

By Richard Ives  
The Hon. Richard Ives  
First Selectman

**LOCAL 1303-456 OF COUNCIL #4  
AFSCME, AFL-CIO**

By Melissa J. Bradley  
Its President

Thomas Dougherty  
Its Vice-President

Lisa McKinnon  
~~Christopher R. Henderson~~  
~~Staff Attorney / Representative~~ LISA MCKINNON  
AFSCME, Council #4

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## MEMORANDUM OF UNDERSTANDING

Local 1303-456 of Council 4 AFSCME, AFL-CIO (Union) and the Town of Brooklyn (Town) do hereby agree to the following:

Whereas the collective bargaining agreement between the Union and the Town recognizes as part of the bargaining unit all Town of Brooklyn non-supervisory employees who regularly work a minimum of twenty (20) hours per week;

And Whereas the Building/Land Use Assistant position now works a minimum of twenty (20) hours per week;

And Whereas the Transfer Station Attendant positions now work a minimum of twenty (20) hours per week;

Therefore, these two positions shall now be assumed into the Union and hereby granted all the rights and privileges afforded under the collective bargaining agreement.

Additionally,

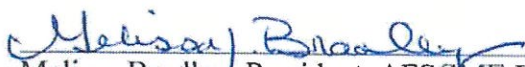
- The Building/Land Use Assistant position hours shall be listed in the contract, under Article 4 – Hours of Work, as follows: 20 hours per week, M 8-12, T 8-2, W&TH 8-1 (currently), and beginning January 1, 2022, M-TH 8-1.
- The Transfer Station Attendant positions hours shall be listed in the contract, under Article 4 – Hours of Work, as follows: 23 hours per week during Daylight Saving Time, W&F 10-5, Sat 8-5, and 20 hours per week with Winter hours, W&F 10-4, Sat 8-4. \*Transfer station positions have a 20-minute paid lunch.

November 15, 2021

Signed:



Richard Ives, First Selectman, Town of Brooklyn



Melissa Bradley, President, AFSCME Local 1303-456



AFSCME Council 4 Staff Representative



MEMORANDUM OF UNDERSTANDING  
HOLIDAY PAY

Local 1303-456 of Council 4 AFSCME, AFL-CIO (Union) and the Town of Brooklyn (Town) do hereby agree to the following:

Any bargaining unit member required to work on a holiday shall be paid be at time and one half for all hours actually worked on the holiday.

In addition, the employee shall receive their full day of holiday pay as outlined in the contract.

A holiday shall be defined as any holiday listed in the collective bargaining agreement, Article 16 - Holidays, and any new or special holiday deemed so by the Federal or State Government and/or the Town of Brooklyn. All contractual language pertaining to holidays shall continue to apply.

This agreement shall remain in effect so long as the current collective bargaining agreement (July 1, 2021 – June 30, 2024) remains in effect and until a new collective bargaining agreement is signed by both parties.

During negotiations for a successor agreement the parties may mutually choose to extend this agreement, incorporate it into the next collective bargaining agreement, or discontinue the terms set forth here.

Signed:

Austin Tanner  
First Selectman, Town of Brooklyn

William J. Brown  
President, AFSCME Local 1303-456

Lisa A. McKinnon 4/22/2022  
AFSCME Council 4 Staff Representative



MEMORANDUM OF UNDERSTANDING  
OVERTIME PAY

Local 1303-456 of Council 4 AFSCME, AFL-CIO (Union) and the Town of Brooklyn (Town) do hereby agree to the following as clarification of the collective bargaining agreement Article 5 – Overtime:

Whereas Article 5 – Overtime, second sentence states *"For all hours actually worked by a non-exempt employee in excess of forty (40) hours in each workweek, such employee shall be compensated at the rate of time and one-half his or her normal hourly rate of pay."*

Clarification is such that the parties agree that an employee shall be paid overtime for the hours 'actually' worked over forty (40) hours but the following hours shall be included in the count of the forty (40) hours: Any contractual paid hours including vacation, holiday, sick, personal leave, bereavement leave, or any other accrued, earned time that is paid and authorized by the Town.

This agreement shall remain in effect so long as the current collective bargaining agreement (July 1, 2021 – June 30, 2024) remains in effect and until a new collective bargaining agreement is signed by both parties.

During negotiations for a successor agreement the parties may mutually choose to extend this agreement, incorporate it into the next collective bargaining agreement, or discontinue the terms set forth here.

Signed:

Austin Tanner  
First Selectman, Town of Brooklyn

Melissa Bradley  
President, AFSCME Local 1303-456

Leo H. McKinn 4/22/2022  
AFSCME Council 4 Staff Representative





**MEMORANDUM OF UNDERSTANDING**  
**HOURS OF WORK**

Local 1303-456 of Council 4 AFSCME, AFL-CIO (Union) and the Town of Brooklyn (Town) do hereby agree to the following:

Whereas the parties on 15 November 2021 signed a Memorandum of Understanding regarding the Building/Land Use Assistant position and the Transfer Attendant position and incorporating them into the bargaining unit;

And Whereas that Memorandum of Understanding listed days and hours of work for the positions;

And Whereas the hours may not reflect the actual days and hours worked in these positions currently;

The Parties agree that hours listed shall represent guidelines but the Town may change the hours and days after consultation with the Union to best fit the needs of the Town and the availability of the current employees.

Signed:

Austin Tanner  
First Selectman, Town of Brooklyn

Glenn Bradley  
President, AFSCME Local 1303-456

Lisa H. McKinnon 4/22/2022  
AFSCME Council 4 Staff Representative



### MEMORANDUM OF UNDERSTANDING

Local 1303-456 of Council 4, AFSCME, AFL-CIO (Union) and the Town of Brooklyn (Town) do hereby agree to the following:

Whereas, Local 1303-456 and the Town of Brooklyn recognize the position of Financial Assistant is the same position in both the Town and the Board of Education;

And Whereas, the position of Financial Assistant does shared work services of finance and payroll responsibilities for both the Town of Brooklyn and the Brooklyn Board of Education;

And Whereas, the parties agree that the referenced position shall be in alignment and should be treated equally due to the shared nature of the work, even though the positions fall into two different bargaining units with two different collective bargaining agreements;

Therefore, the Parties agree that the wages guaranteed to the Town position shall be whatever is the greater of the two between the current collective bargaining agreements of the BOE and the Town;

The Parties further agree that this MOU shall remain in effect until such time that the shared work of the finance departments no longer continues, at which time the parties agree to meet to discuss severing this agreement.

Brooklyn First Selectman: *Brandon Turner*

Local 1303-456 President: *Melissa Bruce*

Staff Rep for Local 1303-456: *David H. McElwain* 7/5/2022

