

HUMAN RESOURCES DEPARTMENT

BRANFORD, CONNECTICUT



MARGARET LUBERDA
Director of Human Resources

1019 MAIN STREET
POST OFFICE BOX 150
BRANFORD, CT 06405
(203) 315-0629
FAX: (203) 889-3316
www.branford-ct.gov

November 9, 2023

To: Tracy Everson, Ray Ingraham

Copy: James Cosgrove, Lisa Arpin

Re: Agreement by and between the Town of Branford and the United Public Services Employees Union. Local #010, Parks, Recreation and Custodians, through June 30, 2026.

The members of the Parks, Recreation and Custodians United Public Services Employees Union ratified the above-captioned tentative agreement on November 9, 2023. In your current RTM leadership capacities and during this transitional period, I would like to call your attention to the need to have this Agreement directed to the RTM for voting before December 24, 2023. As committee members are not yet assigned, I have not distributed this information to anyone except those on this memorandum.

Highlighted Negotiated Contract Results:

Article 9, Wages and Benefits, Pages 8-11

July 1, 2022 2.5% *

July 1, 2023 2.5%

July 1, 2024 2.5%

July 1, 2025 2.5%

*The Arts, Culture, Special Events Programs Coordinator position salary will increase, for internal equity reasons, to the same as the Parks & Recreation Programs Coordinator Position.

This agreement clarifies the change from the Anthem Medical Plan to the CT Partnership Medical Plan 2.0, which was effective September 1, 2022.

The Employee Contributions for the CT Partnership Medical Plan will be 13% until July 1, 2025 when it will increase to 14%.

Article 16, Clothing Allowance, Page 17

The Maintenance and the Custodial staff are reimbursed up to \$175 each fiscal year towards the purchase of work boots.

Article 19, Effective Date, page 18

This contract will remain in effect until June 30, 2026.

THE TOWN OF BRANFORD, CONNECTICUT

-and-

**UNITED PUBLIC SERVICES EMPLOYEES UNION,
LOCAL #010**

PARKS AND RECREATION AND CUSTODIANS

Tentative Agreement

TABLE OF CONTENTS

Article 1 Preamble.....	2
Article 2 Recognition.....	2
Article 3 Dues Check Off.....	2
Article 4 Management's Rights.....	3
Article 5 Seniority.....	3
Article 6 Layoff Procedure – Parks and Recreation Department.....	5
Article 7 Layoff Procedure – General Government Buildings Department.....	6
Article 8 Hours of Work.....	7
Article 9 Wages and Benefits.....	8
Article 10 Holidays.....	11
Article 11 Vacations.....	11
Article 12 Leave Provisions.....	12
Article 13 Grievance Procedures.....	14
Article 14 Safety and Health.....	16
Article 15 Prior Practice.....	16
Article 16 Clothing Allowance.....	17
Article 17 Union Activities.....	17
Article 18 Miscellaneous.....	17
Article 19 Effective Date.....	18
Appendix I - Longevity Program	
Appendix II – Wage Scale	
Appendix III – Insurance Plan	

Tentative Agreement

Modify based upon final agreement.

Tentative Agreement

Change Human Resources Director to Director of Human Resources throughout contract.

**THE TOWN OF BRANFORD
and
UNITED PUBLIC SERVICES EMPLOYEES UNION,
LOCAL #010**

**ARTICLE 1
PREAMBLE**

The welfare of the Town of Branford and its employees is dependent upon the quality of service the Town renders the public. Improvements in this service, as well as productivity and efficiency, are promoted by willing cooperation between the Town management and the organization of its employees. An obligation rests upon the management, upon the Union and upon each employee to render honest, efficient and productive service. The spirit of cooperation between the management and the Union, and the employees represented thereby, being essential to efficient operation, all parties will so conduct themselves to promote this spirit.

Whenever the masculine or feminine gender is used in this Agreement, it shall be construed to refer equally to either sex.

**ARTICLE 2
RECOGNITION**

- 2.0 All regular employees of the Parks and Recreation Department, including custodians in the General Government Buildings Department, who work twenty (20) hours or more per week, excluding seasonal employees, the Director and the Assistant Director of the Parks and Recreation Department, the Capital Projects Manager of the General Government Buildings Department, the Tradesman in the General Government Buildings Department, and the Administrative Assistant in the General Government Buildings Department.

**ARTICLE 3
DUES CHECK OFF**

- 3.0 The Town agrees to deduct Union dues from the paycheck of each employee who has signed an authorized payroll deduction card, a sum certified by the authorized official of the Union. Deductions will be made from the payroll period periodically as specified, and total dues shall be forwarded by the Town to the office of Local 010, UPSEU. Deductions shall be made the last week of each month, except when

the employee is not on the payroll of that week. The Town shall not be liable for any member's dues if he/she is not on the payroll during that specific deduction week.

- 3.1 The Union shall indemnify, defend and hold the Town harmless for any claims rising out of this Article.

ARTICLE 4 **MANAGEMENT'S RIGHTS**

- 4.0 Except as otherwise modified or restricted by an express provision of this Agreement, the Town of Branford reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such rights include but shall not be limited to establishing standards of productivity and performance of its employees; determining the objectives of the Town of Branford and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments or programs in whole or in part, the determination of the content of job classifications; the content of job classifications for newly created positions; the determination of the qualification of employees; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its employees; the relief from duty of its employees because of lack of work; the establishment, modification or discontinuation of reasonable work rules; and the taking of all necessary actions to carry out its objectives in emergencies.

ARTICLE 5 **SENIORITY**

- 5.0 The length of continuous full-time regular service of the employee with the Parks and Recreation Department of the Town of Branford shall determine the employee's seniority. The seniority of custodians in the General Government Buildings Department shall be determined by the length of continuous full-time regular service as a custodian employed by the Town of Branford.
- 5.1 The principle of seniority shall govern in cases of transfer or promotion of Parks and Recreation Department bargaining unit employees within the Parks and Recreation Department so long as the senior employee is qualified (by skill, ability, past documented work performance, education and/or certification, and physical fitness to perform the job) for the transfer or promotion. Determination of "qualified" shall be made by the appropriate authority under the circumstances (department head, supervisor, human resources director or First Selectman). A determination of "not qualified" shall not be made on arbitrary, capricious or discriminatory grounds.

If the Town determines, in its sole discretion, that a promoted employee's work performance is unsatisfactory within the first ninety (90) calendar days in the new

position, such employee shall be removed from the new position and may bump back into his/her prior position. Days lost from work for any reason beyond five (5) workdays during the ninety (90) calendar day probationary period shall not be counted as employment for purposes of computing the ninety (90) calendar day probationary period.

- 5.2 The principle of seniority shall govern in cases of transfer or promotion of General Government Buildings Department bargaining unit employees within the General Government Buildings Department so long as the senior employee is qualified (by skill, ability, past documented work performance, education and/or certification, and physical fitness to perform the job) for the transfer or promotion. Determination of "qualified" shall be made by the appropriate authority under the circumstances (department head, supervisor, human resources director or First Selectman). A determination of "not qualified" shall not be made on arbitrary, capricious or discriminatory grounds.

If the Town determines, in its sole discretion, that a promoted employee's work performance is unsatisfactory within the first ninety (90) calendar days in the new position, such employee shall be removed from the new position and may bump back into his/her prior position. Days lost from work for any reason beyond five (5) workdays during the ninety (90) calendar day probationary period shall not be counted as employment for purposes of computing the ninety (90) calendar day probationary period.

- 5.3 All new employees shall, for the first one hundred and twenty (120) calendar days of their employment, be considered probationary employees. Days lost from work for any reason beyond five (5) workdays during the probationary period shall not be counted as employment for purposes of computing the probationary period. The probationary period may be extended for a period of sixty (60) calendar days in the sole discretion of the Town. Days lost from work for any reason beyond five (5) workdays during the extension shall not be counted as employment for purposes of computing the extension period. If retained after completion of the probationary period, these employees shall be placed upon the seniority list with seniority as of the first day of the probationary period. All such employees may be dismissed during the probationary period. With respect to all other matters, other than dismissal, probationary employees are covered by the terms of this Agreement and shall have access to the grievance procedure for the enforcement of their rights.

- 5.4 The Town shall prepare and maintain, subject to examination and correction by Union Representatives, a seniority list (unit wide) to record the status of each employee in the unit. The Union shall be provided with a copy of the seniority list and shall be notified of all changes. Each employee shall have the right to protest any error in his seniority status within fifteen (15) days of posting of the list or any error shall be deemed waived.

- 5.5 An employee's seniority shall be lost when (s)he:
(1) terminates voluntarily;

- (2) is discharged for cause;
- (3) fails to report to work upon the termination of a FMLA leave or any other authorized leave of absence;
- (4) takes employment elsewhere during a contractual leave of absence without the express consent of the Town;
- (5) is absent from work for three (3) consecutive days without proper notification of absence to the Town or a reason acceptable to the Town for failing to notify the Town for three (3) consecutive days;
- (6) if the employee is absent as a result of illness, accident or injury on the job for a period equal up to but not exceeding nine (9) months over a rolling two (2) year period; or
- (7) is laid off in excess of recall rights and/or fails to timely report to work as set forth in Article 6, Section 6.2 or Article 7, Section 7.2.

An employee whose seniority is lost for any of the reasons outlined in this paragraph and is rehired, shall be considered a new employee if (s)he is again employed by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance provisions of this Agreement.

ARTICLE 6
LAYOFF PROCEDURE – PARKS AND RECREATION DEPARTMENT

6.0 In the event of a layoff in the Parks and Recreation Department, the affected employee in the Parks and Recreation Department shall be given at least two (2) weeks' notice in writing, and the order of layoffs shall be as follows:

- a) Part-time employees;
- b) Full-time Probationary Employees (by seniority); and
- c) Full-time Employees (by seniority).

6.1 If the Town of Branford determines that a layoff is required among full-time employees in the Parks and Recreation Department, said layoff will be in the position, as determined by the Town of Branford. The laid off individual may bump a less senior bargaining unit employee in the Parks and Recreation Department in a position in which (s)he is qualified to perform, as determined by the appropriate authority (department head, supervisor, Human Resource Director or First Selectman) in the department where the individual will be assigned. A determination of "not qualified" shall not be made on arbitrary, capricious, or discriminatory grounds. An employee who "bumps" into a position pursuant to this section shall accept the current level of wages and benefits for that position.

6.2 Laid-off employees shall be subject to recall in inverse order of layoff for twelve (12) months from the date of layoff. A qualified laid-off employee, as determined by the appropriate authority (department head, supervisor, Human Resource Director or First Selectman), shall be accorded an opportunity for re-employment

determination of "not qualified" shall not be made on arbitrary, capricious, or discriminatory grounds. An employee who "bumps" into a position pursuant to this section shall accept the current level of wages and benefits for that position.

- 7.2 Laid-off employees shall be subject to recall in inverse order of layoff for twelve (12) months from the date of layoff. A qualified laid-off employee, as determined by the appropriate authority (department head, supervisor, Human Resource Director or First Selectman), shall be accorded an opportunity for re-employment prior to new bargaining unit employees being hired in the General Government Buildings Department, provided such laid-off employees responded to a call to report for work not more than five (5) working days after receipt of notice sent to him/her by registered mail, to his/her last known post office address. If such laid-off employee fails to report for work within fifteen (15) calendar days, he/she shall lose all rights of seniority unless he/she is temporarily incapacitated, preventing his/her reporting or is employed elsewhere. In either case, he/she must notify the Town in writing, by registered mail within five (5) calendar days after the receipt of the notice to return, that he/she will report for work:
- a) within a reasonable time under the circumstances if temporarily incapacitated;
 - b) within twenty (20) working days of receipt by the Town of the employee's notice of intent to return from other employment.
- 7.3 Positions may be temporarily filled at once by other available qualified employees in the department or outside the bargaining unit, as determined by the appropriate authority (department head, supervisor or First Selectman), pending the return of laid-off employees having seniority who have been notified to report for work as herein above provided.
- 7.4 Seniority rights of a laid-off employee will continue to accumulate while he/she is laid off.

ARTICLE 8 **HOURS OF WORK**

- 8.0 Regular hours of employment of all employees shall be forty (40) hours per week.
- 8.1 Any hours an employee is required to work beyond forty (40) hours per week shall be compensated at one and one-half (1-1/2) times his/her regular hourly rate of pay.
- 8.2 An assignment of overtime work, other than emergencies, shall be made at least four (4) hours in advance by the employee's supervisor. This section shall not apply to custodians. Assignment of overtime work for custodians shall be made as soon as practical prior to said assignment.

- 8.3 Any hours worked on a Holiday shall be compensated at one and one-half (1-1/2) times his/her regular hourly rate of pay, plus his/her regular Holiday pay with a minimum of three (3) hours.
- 8.4 All overtime work for bargaining unit employees in the Parks and Recreation Department shall be distributed equally among employees as far as practicable by the Director of Parks and Recreation or his designee. Overtime work for custodians in the General Government Buildings Department will be performed at the direction of the First Selectman or his designee.
- 8.5 All full-time employees will not be scheduled to work on a Saturday where the holidays listed in Article 10.0 fall on a Friday or a Monday, with the exception of special events (i.e., Kinney Tournament). The parties agree that part-time employees may be hired by the Town to work on those Saturdays. This section shall not apply to custodians in the General Government Buildings Department.
- 8.6 Employees shall be provided with one (1) fifteen (15) minute paid break each morning at a time designated by the director or his designee. This section shall not apply to custodians in the General Government Buildings Department.
- 8.7 Hours of work for custodians will be assigned by the First Selectman or his designee. Changes in hours of work will be made with two (2) weeks advance notice and will not be made in an arbitrary and capricious manner. The Town will not assign employees to work a split shift unless negotiated with the Union. The parties agree that full-time custodians will first be offered the opportunity to work special event assignments within the General Government Buildings (i.e., the Branford Festival) prior to offering such assignments to part-time employees or volunteers. However, it is understood that the work performed by full-time custodians may be supplemented with part-time bargaining unit employees, part-time non-bargaining unit employees and/or volunteers.
- 8.8 A maintainer or a custodian who is called back to work after completing his or her regular workday of eight (8) hours shall be granted a minimum of two (2) hours pay at the applicable rate of pay.

ARTICLE 9

WAGES AND BENEFITS

Tentative Agreement

- 9.0 Wages shall be subject to this Agreement and shall be paid according to the wage scale set forth in Appendix II, which is attached hereto and made a part of the Agreement.

Tentative Agreement

9.1 The Town shall make available to its full-time employees and their dependents Medical and Prescription Drug coverage and Dental coverage (hereinafter referred to as health plan(s)) on the first day of the month following an employee's date of hire, unless the employee's date of hire is the first of the month. ~~The Medical and Prescription drug coverage will be provided by the Connecticut Partnership Plan 2.0. The current Medical Benefit Summary is attached as Appendix __. Summary Plan descriptions are attached as Appendix III. The medical coverage shall include: Preventive Care, Medical Office Visits, Allergy Service, Diagnostic Lab and X ray, Rehabilitative Therapy, Hospitalization, Surgery, Emergency and Urgent Care, Home Health Care, Ambulance, Durable Medical Equipment, Skilled Nursing, Prosthetics, Generic and Brand drugs. The dental component of the health plan has a deductible of \$25/\$75 which is applied to all three categories, Diagnostic and Preventive Services, Basic Services and Major Services. Diagnostic and Preventive Services, as well as Basic Services will be covered at 80%. Major Services are covered at 50%. There is a \$1,000 per member maximum per year.~~

~~All eligible employees and dependents will have the choice of enrolling in the following medical options: Century Preferred \$25 Co Pay Plan, or a \$2,000/\$4,000 HDHP.~~

~~The Town will then contribute to the employee's HSA each plan year 50% of applicable deductible for either single coverage or single plus one or family coverage. Employees must be enrolled in the HDHP for the entire plan year. The Town's contribution towards the applicable deductible for new employees who select the HDHP will be prorated based upon the month in which the employee begins employment. Employees who choose to be covered by the HDHP, but legally cannot have a HSA, will be covered by an IRS approved Health Reimbursement Arrangement ("HRA") meaning they will be reimbursed up to 50% of the applicable deductible for out of pocket medical expenses incurred when utilizing the HDHP.~~

~~If an employee wants to remain or be covered by the Century Preferred \$25 Co Pay Plan ("PPO"), the employee can "buy up" to the PPO plan meaning the employee will pay the difference between what the Town is contributing towards the HDHP (deductible and premium) and the cost of the PPO plan.~~

The Town of Branford may provide medical and prescription drug benefits, as described above, through alternative carriers or through self-insurance, as long as benefits are provided on a reasonably equivalent basis. All references to specific vendors will be made generic. Employees will be notified of any change in carrier or plan administration thirty (30) days prior to said change or as soon as practicable.

Tentative Agreement

9.1a All members of the bargaining unit shall contribute, by authorized payroll deduction, to the premium cost of the health insurance plans, according to the following schedule. Such contributions will be deducted weekly by the Town on a pre-tax basis.

1) Effective upon execution of this Agreement that expires on June 30, 2026, employees shall continue to contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

CT Partnership Plan 2.0 - 13%

2) Effective July 1, 2024, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by bi-weekly payroll deduction:

CT Partnership Plan 2.0 - 13%

3) Effective July 1, 2025, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by bi-weekly payroll deduction:

CT Partnership Plan 2.0 - 14%

9.1b Employees may elect to waive, in writing, the health insurance coverage provided above and in lieu thereof may receive an annual payment from the Town of \$1,000 for waiving coverage for each fiscal year during which the employee continues to elect not to participate in such coverage. Such payment will be issued in equal payments of \$500 in December and June of each fiscal year, and will be subject to normal employment tax withholding and deductions. To receive such payment, an eligible employee must complete and submit a form provided by the Town no later than June 1 of each fiscal year indicating his/her intent not to participate in the Town-provided insurance coverage. Further, such employees must present evidence to the Town that they are covered under another insurance program.

Employees may elect to resume health insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Human Resource Director in writing:

1. Involuntary termination of the alternative health benefit plan coverage;
2. Ineligibility of the employee and/or dependent(s) under the alternative plan;

3. The employee acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;
4. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases.

Upon receipt of such request and documentation, insurance coverage provided by the Town shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable plan. Employees who are reinstated to insurance coverage provided by the Town shall reimburse the Town by payroll.

9.1c Life insurance will be provided to all employees after three (3) months of service in the amount of \$70,000.

9.2 The Town and the Union agree to accept the provisions of the Connecticut Municipal Employees Retirement Fund B ("MERF B"). Contributions made by employees to MERF B will be made on a pre-tax basis.

The Town and the Union will enter into a MOA that as soon as legally permissible, the Town and the Union will negotiate the implementation of a defined contribution plan for newly hired employees.

ARTICLE 10 HOLIDAYS

10.0 Employees shall be paid for and have the following days off as Holidays:

President's Day	Veteran's Day
New Year's Day	Memorial Day
Good Friday	Thanksgiving Day
Fourth of July	Day after Thanksgiving Day
Christmas Day	Columbus Day
½ Day Before Christmas	Martin Luther King Day
Labor Day	½ Day Before New Year's Day

ARTICLE 11 VACATIONS

11.0 Employees who have completed one (1) year of regular continuous service on their anniversary date of hire shall be entitled to a vacation of two (2) weeks annually for a total of ten (10) work days.

11.1 Employees who have completed five (5) years of regular continuous service on their anniversary date of hire shall be entitled to a vacation of three (3) weeks annually for a total of fifteen (15) work days. This third week may not be taken on a single day basis, unless permitted by the employee's appropriate supervisor i.e., the Director of the Parks and Recreation Department or his/her designee or the First Selectman or his designee.

Employees who have completed fifteen (15) years of regular continuous service on their anniversary date of hire shall be entitled to a vacation of four (4) weeks annually for a total of twenty (20) work days.

Employees who are entitled to three (3) or more weeks of vacation annually may carry over up to five (5) vacation days per fiscal year up to a maximum of twenty-five (25) vacation days.

- a) For the purpose of computing vacation leave, the calendar month shall be used, except that a person appointed during the first fifteen (15) days of any month shall be considered as having been appointed on the first (1st) day of the month, and those appointed after the fifteenth (15) day of any month as having been appointed on the first (1st) day of the succeeding month. Employees must take all vacation leave earned during the fiscal year following the anniversary date of hire on which it is earned.
 - b) Employees who are separated or terminated from the Town and who have accrued vacation to their credit at the time of separation/termination shall be paid the salary equivalent to the accrued vacation leave based on vacation days accrued and prorated according to the months completed in the fiscal year.
- 11.2 Employees shall not be called back to work while on vacation except for emergency work, and if called back, shall receive the regular vacation pay plus time and one-half (1-1/2) for the hours worked.
 - 11.3 Employees shall be granted their vacation by seniority preference throughout the year, subject to the demands of service as determined by the employee's appropriate supervisor i.e., the Director of the Parks and Recreation Department or his/her designee or the First Selectman or his designee.
 - 11.4 Vacation pay shall be paid in advance if employee requests same of the proper authority. Such request to be made at least two (2) weeks prior to the start of vacation.

ARTICLE 12

LEAVE PROVISIONS

- 12.0 Each employee shall receive one (1) day per month for a total of twelve (12) days sick leave annually. Unused sick leave may be accumulated from year to year up to a maximum of one hundred twenty (120) days.

If the Human Resource Director or his/her designee suspects sick leave abuse, the Human Resource Director will meet with the Union and the suspected employee to discuss the suspected abuse. If the Human Resource Director still suspects abuse of sick time after the meeting the employee will be notified in writing that he will

be required to submit a physician's note supporting the employee's next absence from work due to sickness. If the employee is covered by the Century Preferred Plan, the Town will reimburse the employee the cost of the co-pay for being seen by his physician. If the employee is covered by the HDHP, the Town will reimburse the employee for the out-of-pocket cost to be seen by his physician. The Town will not be responsible for the costs of any tests administered by the physician.

Each fiscal year three (3) days of earned sick time may be converted to personal time. Notification must be made, in writing, to the Human Resource Director that said days will be, and have been, used as personal time. Personal time will be granted based upon the operational needs of the department.

When an employee is out of work, sick days shall only accrue during the period of time the employee is on a covered FMLA leave.

- 12.1 Four (4) days leave with pay shall be granted for death in immediate family. If the burial is out of state, the employee shall receive one (1) additional day. Immediate family shall mean wife, husband, mother, father, step parent, sister, brother, children, grandparents, grandchildren, stepchild, mother-in-law, father-in-law or any person residing in the employee's household. Extended leave may be granted for special cases with the approval of the First Selectman or Human Resources Director.
- 12.2 An employee, upon retirement, shall receive on the basis of his/her current wages, One Hundred Percent (100%) compensation for any of his/her unused sick leave as severance pay in a lump sum within two (2) months. No employee who quits or is terminated for cause shall be entitled to any sick pay compensation whether accumulated or current. Effective July 1, 1988, any employee hired after July 1, 1988, upon retirement, shall receive on the basis of his/her current wages, One Hundred Percent (100%) compensation for any of his/her unused sick leave, up to a maximum of seventy (70) days as severance pay in a lump sum within two (2) months. Effective July 1, 1996, any employee hired after July 1, 1996, upon retirement, shall receive on the basis of his/her current wages, One Hundred Percent (100%) compensation for any of his/her unused sick leave, up to a maximum of forty (40) days as severance pay in a lump sum within two (2) months. Effective July 1, 1999, any employee hired after July 1, 1999, upon retirement, shall receive on the basis of his/her current wages, a maximum of twenty (20) days as severance pay in a lump sum within two (2) months. Employees hired after September 11, 2013, shall not be eligible to receive accrued sick days upon retirement. No employee who quits or is terminated for cause shall be entitled to any sick leave pay compensation, whether accumulated or current.
- 12.3 Workers' Compensation shall be supplemented by the difference in the employee's regular pay for no longer than a period of nine (9) months over a rolling two (2) year period. In cases where the employee does have a third-party claim, he shall advise the Town Counsel or have his attorney advise the Town Counsel of the status of this third-party claim. The Town shall be entitled to reimbursement for payments

made under this Section should the employee have recourse against a third party in accordance with the procedures contained in the Workers' Compensation Law.

- 12.4 Any employee who is absent from work for a period of nine (9) months over a rolling two (2) year period, for any reason, including but not limited to an absence covered by the Workers' Compensation Act, will be required to submit a note from his/her treating physician stating that (s)he will be able to return to work, without restrictions, within thirty (30) calendar days. If the employee's treating physician states that (s)he will be able to return to work, without restrictions, within thirty (30) calendar days and the Town's doctor concurs with the employee's treating physician, the employee's job will remain open. If, however, the Town's doctor does not concur with the employee's treating physician, the employee's treating physician and the Town's physician will agree upon a physician who will examine the employee to determine if (s)he will be able to return to his/her position, without restrictions, within thirty (30) calendar days. If it is determined that the employee will not be able to return to his/her position within thirty (30) calendar days, his/her employment with the Town will be separated. Further, it is understood that if it is determined at any time during the employee's absence that (s)he, because his/her injury, will never be able to perform the essential functions of his/her position, his/her employment with the Town will be separated.

Nothing shall prohibit an employee whose employment with the Town is separated pursuant to this section from reapplying for a position with the Town in the future.

- 12.5 Leave for family or medical reasons shall be afforded in compliance with applicable federal and/or state law. Failure to return to work after a FMLA leave shall terminate an employee's seniority rights.

ARTICLE 13 **GRIEVANCE PROCEDURE**

- 13.0 The purpose of this procedure is to provide an orderly method of adjusting grievances. Any employee, within the bargaining unit, having a problem concerning the interpretation or application of any provision of this Agreement shall seek adjustment in the Step order listed below. A copy of warnings shall be given to the Chief Steward by the Supervisor.

All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied. No employee shall be suspended or discharged until such action is first discussed by the First Selectman or his designee and the Union President.

- 1) Disciplinary actions shall include:
- a) A verbal warning;
 - b) A written warning;
 - c) Suspension without pay; and
 - d) Discharge.

- 2) All disciplinary action must be for just cause. The level of discipline will depend upon the specific infraction and thus may deviate from the progression set forth above in paragraph 1. Disciplinary action must be stated in writing with the reason for the action; a copy must be provided to the employee and the Union at the time of a suspension or a discharge.

Step 1 – Parks and Recreation Employee to the Director of the Parks and Recreation Department

The employee's immediate Steward shall present to the Director of the Parks and Recreation Department all facts available pertaining to the problem or incident, in writing, within seven (7) calendar days following the time when the grievant became aware of the act, event or condition which constitutes the basis of the grievance.

Within seven (7) calendar days, the Department head shall adjust the problem or notify the employee and/or his/her Representative of his/her decision.

Tentative Agreement

Step 2 – To the Director of Human Resources Director

If the employee and his/her Representative feel further review is necessary, the Union will request, in writing, a meeting with the Human Resources Director within seven (7) calendar days of the Step 1 response. The Human Resources Director shall, within ten (10) calendar days, call a meeting of all the parties concerned and the Union's Grievance Committee and discuss the problem fully.

Employees of the General Government Buildings Department must initially file a grievance to Step 2 – The Human Resources Director. The grievance must be in writing and set forth all facts available pertaining to the problem or incident and must be filed within seven (7) calendar days following the time when the grievant became aware of the act, event or condition which constitutes the basis of the grievance.

Step 3 – To the First Selectman or his Designated Representative

If the employee and his/her Representative still feel further review is necessary, the Union will request, in writing, a meeting with the First Selectman within seven (7) calendar days of the Step 2 response. The First Selectman shall, within ten (10) calendar days, call a meeting of all the parties concerned and the Union's Grievance Committee and discuss the problem fully.

The First Selectman may render his/her decision in writing, either at the end of the meeting or within seven (7) calendar days after the meeting to the Representative of the Union.

Step 4 – Arbitration

In the event the employee and/or his/her Representative feel that further review is justified, he/she shall file notice of appeal within twenty (20) calendar days to submit the matter to arbitration before the State Board of Arbitration or, if the Union and the Town mutually agree, to the American Arbitration Association; the costs of the American Arbitration Association shall be borne equally by both parties. The Union shall also provide the Director of Human Resources with a copy of the notice of appeal. The decision of the arbitrator(s) shall be final and binding upon both parties. The arbitrators shall not, under any circumstances, have the authority to modify, delete, abridge or suspend in any way the provisions of this Agreement.

Time extensions beyond those stipulated herein may be arrived at by mutual agreement of the parties concerned, in writing.

ARTICLE 14 **SAFETY AND HEALTH**

- 14.0 Both parties to this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations.

The Town is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. The Town will provide employees with protective equipment to be utilized when directed by the director or his designee.

The Town will maintain safety and health practices consistent with legal requirements. If an employee is ever in doubt about how to safely perform a job, it is the employee's responsibility to ask the director or his designee for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. It is the responsibility of each employee to accept and follow established safety regulations and procedures.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the director or his designee. If an employee is injured, a Report of Accident Form must be completed. Further, a Claim for Workers' Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

- 14.1 Should an employee complain that his/her work requires him/her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by the Representatives of the Town and the Union. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure in this Agreement.

ARTICLE 15
PRIOR PRACTICE

- 15.0 Any and all privileges enjoyed by the employees prior to the date of this Agreement will not be denied to them because of the signing of this Agreement, unless the parties, through collective bargaining mutually agree to changes or have specifically waived any of these privileges. This paragraph shall not apply to custodians in the General Government Buildings Department.

ARTICLE 16
CLOTHING ALLOWANCE

Tentative Agreement

- 16.0 ~~Effective July 1, 2008, all full-time Maintenance and Custodial employees shall receive One Hundred Dollars (\$100.00) each fiscal year towards the purchase of work boots.~~

~~Beginning in fiscal year 2016-2017, all full-time Maintenance and Custodial employees shall receive One Hundred and Twenty-Five Dollars (\$125.00) each fiscal year towards the purchase of work boots. Beginning in fiscal year 2023-2024, all full-time Maintenance and Custodial employees shall receive up to One Hundred and Seventy-Five (\$175.00) each fiscal year towards the purchase of work boots.~~

This work boot allowance must be used for work boots that are used on the job and will be paid to an employee upon the submission of his original receipt for the work boots to the Finance Department.

ARTICLE 17
UNION ACTIVITIES

- 17.0 In the event Union officials and Town officials agree to meet on grievance matters, or contract negotiations during an employee's regular working hours, employees involved shall not suffer any loss of pay for the time involved. All other Union meetings or Union business is prohibited during working hours unless approved by the Department Head or his/her designee.

ARTICLE 18
MISCELLANEOUS

- 18.0 Uniforms will be supplied to the maintenance staff in the Parks and Recreation Department and to custodians in the General Government Buildings Department and the cost shall be paid by the Town.

- 18.1 Employees whose job description requires a valid driver's license shall report any suspension of their license to the Town within two (2) working days.
- 18.2 The Town agrees that subcontracting of bargaining unit work will not result in the layoff of bargaining unit members who are on the payroll on July 1, 2003.
- 18.3 Nothing contained in this Agreement shall prohibit the Director of the Parks and Recreation Department or the First Selectman or his designee from hiring part-time custodians. The use of part-time custodians by the Town is not for the purpose of eroding the bargaining unit.
- 18.4 Custodians in the General Government Buildings Department will be provided with transportation between Town buildings, when a Town vehicle is available.

ARTICLE 19
EFFECTIVE DATE

19.0 The date of the signing of this Agreement by the authorized Representatives of the Union and the Town shall constitute the effective date of this Agreement.

Tentative Agreement

19.1 The Town will provide each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. UPSEU's office will be provided with six (6) copies of this Agreement, within thirty (30) days after the signing of this Agreement, for the Town.

This Agreement shall be effective upon execution and shall remain in full force and effect for a period from execution through June 30, 2026. Thereafter, this Agreement shall be considered automatically renewed for successive periods of one year, unless either party shall, on or before one hundred twenty (120) days prior to the termination of this Agreement, serve written notice on the other party of a desire to terminate, modify or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2023.

FOR THE TOWN OF BRANFORD

FOR UPSEU, LOCAL 010

James B. Cosgrove
First Selectman

Daniel Bonfiglio
Labor Relations Representative

Margaret Luberda
Director of Human Resources

~~Andrea Kenney~~ Colin Sheehan
Local President

Tentative Agreement

The Union agrees to withdraw, with prejudice, MPP-35095 which is pending before the Board of Labor Relations, and the corresponding grievance filed and pending before the Board of Mediation and Arbitration.

APPENDIX I-LONGEVITY
PROGRAM

**APPENDIX I
LONGEVITY PROGRAM**

Years of Service:

2-4 Years	\$250.00
5-7 Years	\$400.00
8-9 Years	\$500.00
10 Years +	\$650.00

December 1 in any year shall be used to determine an employee's length of service, and payment under this provision shall be made by the Town during the month of December.

Employees hired after July 1, 2008 will not be eligible to receive longevity payments.

APPENDIX II-WAGE SCALE

WAGES 7/1/2022 - 6/30/2026
RECREATION & CUSTOMER

	HOURS	2021-2022		2022-2023		2023-2024		2024-2025		2025-2026		
		HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	
Programs Supervisor	40	\$ 30.34	\$ 63,107.20	\$ 31.10	\$ 64,698.00	\$ 31.88	\$ 66,310.40	\$ 32.58	\$ 67,974.40	\$ 33.50	\$ 69,690.00	
Programs Coordinator	40	\$ 27.45	\$ 57,928.00	\$ 28.55	\$ 59,394.00	\$ 29.26	\$ 60,860.00	\$ -	\$ 29.99	\$ 62,379.20	\$ 30.74	\$ 63,939.20
Arts, Culture & Special Events Programs Coordinator	40	\$ 22.95	\$ 47,786.00	\$ 28.55	\$ 59,394.00	\$ 29.26	\$ 60,860.00	\$ 29.99	\$ 62,379.20	\$ 30.74	\$ 63,939.20	
Lead Maintenance / Supervisor	40	\$ 28.59	\$ 59,667.20	\$ 29.30	\$ 60,944.00	\$ 30.03	\$ 62,482.40	\$ 30.78	\$ 64,072.40	\$ 31.55	\$ 65,624.00	
Maintenance	40	\$ 24.08	\$ 51,790.40	\$ 24.50	\$ 50,040.00	\$ 26.34	\$ 54,371.20	\$ 26.79	\$ 55,729.20	\$ 27.46	\$ 57,216.00	
Outdoors Foreman	40	\$ 24.49	\$ 50,315.20	\$ 24.79	\$ 51,569.20	\$ 25.41	\$ 52,852.00	\$ 26.05	\$ 54,184.00	\$ 26.70	\$ 55,536.00	
Costodian	40	\$ 21.31	\$ 44,374.80	\$ 21.84	\$ 45,427.20	\$ 22.39	\$ 46,571.20	\$ 22.95	\$ 47,735.00	\$ 23.52	\$ 48,921.60	

*Employees on the payroll as of execution of the CBA will receive retroactive pay to July 1, 2022, or if hired after July 1, 2022, to their date of hire.

**APPENDIX III-INSURANCE
PLAN**

Medical Benefit Summary

IN NETWORK

CT Partnership Plan 2.0

Medical Office Visit	\$15 co-pay \$0 for Tier 1
Specialist Office Visit	\$15 co-pay \$0 for Tier 1
Vision Exams (one per calendar year)	\$15 co-pay
Inpatient Hospital	\$0 co-pay
Outpatient Hospital	\$0 co-pay
Emergency Room	\$250 co-pay (waived if admitted)
Urgent Care	\$15 co-pay
Walk-In	\$15 co-pay
Lab/X-Ray	\$0 co-pay for Tier 1 80%/20% coinsurance for Tier 2
High Cost Radiological and Diagnostic Tests	Individual: \$350 Family: \$350 each member (\$1,400 maximum) Waived for HEP-compliant members.
In-Network Deductible	Not applicable
Coinsurance	\$2,000 individual \$4,000 family
Max out of pocket	

Medical Benefit Summary

PREVENTIVE SERVICES

CT Partnership Plan 2.0
with Health Enhancement Program (HEP)

Primary Care (Adult and Child Wellness Exams)	\$0 co-pay
Gynecologist Wellness	\$0 co-pay
Mammogram	\$0 co-pay
Lifetime Maximum	Unlimited

OTHER SERVICES

CT Partnership Plan 2.0
with Health Enhancement Program (HEP)

Deductible	Not applicable
Acupuncture (20 visits/year)	\$15 co-pay
Chiropractic	\$0 co-pay
Nutritional Counseling (3 visits/year)	\$0 co-pay
Physical/Occupational Therapy	\$0 co-pay
Durable Medical Equipment	\$0 co-pay
Routine Hearing Screening (as part of an exam)	\$15 co-pay

Medical Benefit Summary

OUT-OF-NETWORK

CT Partnership Plan 2.0 with Health Enhancement Program (HEP)

Annual Deductible	\$300 individual / \$900 family
Coinsurance	20% of allowable UCR charges
Max out of Pocket	\$2,300 individual / \$4,900 family
Lifetime Maximum	Unlimited