

THE TOWN OF BRANFORD, CONNECTICUT

-and-

**UNITED PUBLIC SERVICES EMPLOYEES UNION,
LOCAL #405**

TOWN HALL

July 1, 2022 through June 30, 2026

TABLE OF CONTENTS

| | PAGE |
|---|-------------|
| PREAMBLE..... | 4 |
| ARTICLE I – MANAGEMENT RIGHTS..... | 4 |
| ARTICLE II - RECOGNITION..... | 5 |
| ARTICLE III – DUES CHECK OFF..... | 5 |
| ARTICLE IV - SENIORITY..... | 5 |
| ARTICLE V – HOURS OF WORK..... | 8 |
| ARTICLE VI – WAGES AND BENEFITS..... | 9 |
| ARTICLE VII - HOLIDAYS..... | 11 |
| ARTICLE VIII - VACATIONS..... | 12 |
| ARTICLE IX – LEAVE PROVISIONS..... | 13 |
| ARTICLE X – GRIEVANCE PROCEDURE..... | 15 |
| ARTICLE XI – SAFETY AND HEALTH..... | 16 |
| ARTICLE XII – PRIOR PRACTICE..... | 16 |
| ARTICLE XIII – UNION ACTIVITIES..... | 17 |
| ARTICLE XIV - SUCONTRACTORS..... | 17 |
| ARTICLE XV – TEMPORARY ASSIGNMENTS..... | 17 |
| ARTICLE XVI – EFFECTIVE DATE..... | 18 |
| APPENDIX I – HOURS OF WORK/LUNCH BREAKS | |
| APPENDIX II – WAGES | |
| APPENDIX III – MEDICAL | |
| APPENDIX IV – LONGEVITY | |

APPENDIX V – PAYMENT FOR WORK PERFORMED IN HIGHER JOB
CLASSIFICATION

APPENDIX VI - CERTIFICATIONS

APPENDIX VII - SENIORITY

TOWN OF BRANFORD

-and-

**UNITED PUBLIC SERVICES EMPLOYEES UNION,
LOCAL #405**

This Agreement entered into by and between the Town of Branford, hereinafter referred to as the "Town", and Local 405 of United Public Services Employees Union, hereinafter referred to as the "Union".

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 I
MANAGEMENT RIGHTS

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 II
RECOGNITION

- 2.0 All administrative and engineering employees of the Town Hall bargaining unit who work twenty (20) hours or more per week, excluding supervisory and seasonal employees.

ARTICLE III
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 Secretary or other 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 the Union. Deductions shall be made from the last payroll of each month, except when the employee is not on the payroll for that week. The Town shall not be liable for any member's dues if he is not on the payroll during that specific deduction week. These deductions shall be for the length of the Agreement.
- 3.1 The Union agrees to save the Town harmless from any damages incurred by reason of the carrying out of the deduction provisions of this Article, including the claim of an assignment of wages to the Union for membership dues. Notwithstanding the provisions of this Article, the Town reserves the right to protect the confidentiality of its records and the disclosure of these records shall be limited to matters directly related to any dispute that the Union is required to defend under this provision.

ARTICLE IV
SENIORITY

- 4.0 The seniority date for current bargaining unit employees is as it appears on the seniority list appended to this contract.

The Town will notify UPSEU and the President of Local #405 when a bargaining unit employee begins working for the Town; notification to UPSEU will be made within twenty (20) calendar days of the new employee's hire date.

- 4.1 Seniority is hereby defined as an employee's length of continuous service in the Town Hall bargaining unit, measured from his or her most recent date of entry into the bargaining unit.

4.2 When a new job is created or a vacancy occurs, as determined by the Town, a notice concerning the job shall be posted at first internally by the Human Resources Department for a period of five (5) working days. After this time, no further request will be accepted for such vacancy, and no grievance alleging that seniority has been violated shall be considered if an employee has not entered his/her written bid within the specified time. While the vacancy is unfilled, the Town may exercise its own discretion in the temporary filling of the vacancy by either bargaining unit members or non-bargaining unit members. The Town may fill a vacancy from outside the bargaining unit if no qualified applicant, as defined in Section 4.3, applies for the position. Further, even if a qualified applicant applies after the five (5) day posting period, the Town, in its sole discretion, can fill the vacancy from outside the bargaining unit.

4.3 The principle of seniority shall govern in cases of transfer or promotion within the bargaining unit 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.

4.4 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.

(a) With respect to all other matters, other than dismissal, as addressed in Article IV, Section 4.4, probationary employees are covered by the terms of this agreement and shall have access to the grievance procedure for the enforcement of their rights.

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

- a) Seasonal/Temporary help
- b) Probationary Employees (by seniority); and
- c) Full-time Employees (by seniority).

If the Town of Branford determines that a layoff is required among full-time employees, said layoff will be in the department/position, as determined by the Town of Branford. The laid off individual may bump a less senior employee in a position in which (s)he is qualified to perform, as determined by the appropriate authority (department head, Human Resource Director, supervisor 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.

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, Human Resource Director, supervisor or first selectman), shall be accorded an opportunity for re-employment prior to new employees being hired, provided such laid off employee responded to a call to report for work not more than seven (7) calendar days after receipt of notice sent to her/him by registered mail to her/his last known post office address. If such laid off employee fails to report for work within fifteen (15) calendar days of receipt of notice sent to him/her by registered mail to her/his last known post office address, (s)he shall lose all rights of seniority, unless the Town, in its discretion, extends in writing the time in which (s)he can report for work.

- 4.6 Positions may be temporarily filled at once by other available qualified employees in the department or non-bargaining unit employees, 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.
- 4.7 The Town shall prepare and maintain, subject to examination and correction by UPSEU Representatives, a seniority list (unit wide) to record the status of each employee in the bargaining unit. UPSEU 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.
- 4.8 Seniority rights of a laid off employee will continue to accumulate while (s)he is laid off.
- 4.9 An employee's seniority shall be lost when (s)he:
 - (1) terminates voluntarily;
 - (2) is discharged for cause;
 - (3) fails to report to work in accordance with Section 4.5;
 - (4) fails to report to work upon the termination of an FMLA leave or any other authorized leave of absence;
 - (5) takes employment elsewhere during a contractual leave of absence without the express consent of the Town;
 - (6) 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;

- (7) is absent as a result of illness, accident or injury on the job for a period equal up to but not exceeding twelve (12) months over a rolling two (2) year period;
or
- (8) is laid off in excess of recall rights as set forth in Section 4.5.

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 V

HOURS OF WORK

- 5.0 Hours of work and length of lunch breaks for employees in the bargaining unit are set forth in Appendix I.

The Town may modify the reporting time of one (1) employee of the office staff for a temporary period not to exceed eight (8) calendar weeks upon reasonable notice to the Union of five (5) full working days.

Lunch breaks shall be determined by the employee's department head.

- 5.1 Any hours an employee is required to work beyond forty (40) hours in a workweek shall be compensated at one and one-half (1 1/2) times his/her regular rate of pay.
- (a) Any hours worked on Saturday shall be compensated at one and one-half (1 1/2) times the regular rate of pay, with a minimum of three (3) hours provided that the employee has worked at least his/her regularly scheduled work week of thirty-five (35) hours, thirty-seven and one-half (37 1/2) hours or forty (40) hours during the preceding regular work week.
 - (b) Any hours worked on Sunday shall be compensated at one and one-half (1 1/2) times the regular rate of pay, with a minimum of three (3) hours provided that the employee has worked at least his/her regularly scheduled work week of thirty-five (35) hours, thirty-seven and one-half (37 1/2) hours or forty (40) hours during the preceding regular work week.
 - (c) Any hours worked on a Holiday shall be compensated at one and one-half (1 1/2) times the regular rate of pay plus the regular Holiday pay with a minimum of three (3) hours provided that the employee has worked at least his/her regularly scheduled work week of thirty-five (35) hours, thirty-seven and one-half (37 1/2) hours or forty (40) hours during the preceding regular work week.
- 5.2 Any employee called back to work after completing his/her regularly scheduled work day of seven (7) hours, seven and one-half (7 1/2) hours or eight (8) hours shall be granted a minimum of three (3) hours work at one and one-half (1 1/2) times the regular hourly rate.

Time and one-half (1 1/2) shall be paid for all hours worked when an employee is called back to work.

- 5.3 An assignment of overtime work, other than emergencies shall be made at least four (4) hours in advance by the employee's supervisor.
- 5.4 All overtime work shall be distributed equally among qualified employees in each Department as far as practicable.

ARTICLE VI
WAGES AND BENEFITS

- 6.0 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 this Agreement. New hires will receive ninety percent (90%) of the job rate for the first six (6) months of continuous employment. From six (6) months to one (1) year of continuous employment, employees will receive ninety-five percent (95%) of the job rate. After one (1) year of continuous employment, employees will receive one hundred percent (100%) of the job rate. However, it is understood that employees who receive a promotion will not receive a lower job rate than they were paid prior to being promoted.

Employees promoted to a higher paying job will receive ninety percent (90%) of the job rate for the first six (6) months of continuous employment. From six (6) months to one (1) year of continuous employment, employees will receive ninety-five percent (95%) of the job rate. However, it is understood that an employee promoted to a higher paying job will not receive a lower job rate than they were earning at the time of the promotion.

Wage rates shall be increased in accordance with the following schedule:

Upon execution and retroactive to 7/1/22 for employees on the payroll as of execution – 2.5%

Upon execution and retroactive to 7/1/23 for employees on the payroll as of execution – 2.5%

Fiscal Year 2024 – 2025 – 2.5%

Fiscal Year 2025 – 2026 – 2.5%

The positions of Land Use Customer Service Coordinator and Administrative Assistant Solid Waste will receive retroactive payments in accordance with their current Group 3 Classification. However, in the pay period following the execution of this Agreement, both positions (Land Use Customer Service Coordinator and Administrative Assistant Solid Waste) will be moved to and paid in accordance with, Group 2.

The job title for the position of "Inland Wetlands/GIS" will reflect the current job title of "Inland Wetlands Associate".

- 6.1 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 insurance 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. A Medical Benefit Summary is attached as Appendix III.

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.

- 6.1a. 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 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%
 - 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 - 14.5%
 - 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 - 15%
- 6.1b 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 deduction the prorata share of any waiver payment made.

- 6.2 Life insurance will be provided to all employees after three (3) months of service in the amount of \$70,000.
- 6.3 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.
- 6.4 An employee whose employment is voluntarily or involuntarily separated from the Town will be offered the ability to continue health insurance coverage, if eligible and in accordance with the Consolidated Omnibus Budget Reconciliation Act, better known as COBRA.

ARTICLE VII

HOLIDAYS

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

| | |
|--------------------------------|------------------------|
| *1/2 day before New Year's Day | Labor Day |
| Washington's Birthday | Veterans Day |
| New Year's Day | Memorial Day |
| Good Friday | Thanksgiving Day |
| Columbus Day | Day after Thanksgiving |

Fourth of July
Martin Luther King Day

*1/2 Day before Christmas
Christmas Day

(plus any additional holiday declared by the Town government, as a day off)

*Any person required to work beyond the fifth (5th) work hour shall be paid at the rate of one and one-half (1 1/2) their regular straight time hourly rate for all hours beyond four (4) on said day.

Employees must work the day before and the day after a holiday to receive holiday pay unless they submit a doctor's note if requested, or be on another paid leave of absence.

- 7.1 If a Holiday falls on a Sunday, the following Monday shall be considered the Holiday. If a Holiday falls on a Saturday, the Holiday shall be observed the preceding Friday.
- 7.2 If an emergency makes it necessary to work on a Holiday, the employee shall be paid one and one-half (1-1/2) times his regular rate of pay plus his regular Holiday pay with a minimum of three (3) hours provided the employee has worked the regularly scheduled hours of work on regular work days.

ARTICLE VIII **VACATIONS**

- 8.0 Employees hired prior to July 1, 1999, who have completed one (1) year of regular continuous service on an anniversary date of hire shall be entitled to a vacation of two (2) weeks annually plus two (2) days for a total of twelve (12) work days. Employees hired after July 1, 1999 will be entitled to ten (10) work days after one (1) year of regular continuous service on their anniversary date of hire.

Employees hired prior to July 1, 1999, 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 plus two (2) days for a total of seventeen (17) work days. Employees hired after July 1, 1999 will be entitled to fifteen (15) work days after they have completed five (5) years of regular continuous service on their anniversary date of hire.

This third week may not be taken on a single day basis unless permitted by the Selectman's Office or the Director of Human Resources.

Employees hired prior to July 1, 1999, 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 plus (1) day for a total of twenty-one (21) days. Employees hired after July 1, 1999 will be entitled to twenty (20) work days after they have completed fifteen (15) years of regular continuous service on their anniversary date of hire.

Employees who have completed twenty (20) years of regular continuous service on their anniversary date of hire shall be entitled to a vacation of five (5) weeks for a total of twenty-five (25) days.

The employee may not take more than two consecutive weeks of vacation at one time, unless authorized by the First Selectman or the Director of Human Resources.

- 8.1 Employees must take all earned vacation leave during the twelve (12) month period following the anniversary date of hire on which it is earned.
- (a) 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 prorated.
- 8.2 Employees shall not be called back to work while on vacation except for emergency work. If an employee is called back to work, (s)he shall receive the regular vacation pay plus time and one-half (1 ½) for the hours worked.
- 8.3 A vacation sign-up sheet shall be posted in May for the following fiscal year.

ARTICLE IX **LEAVE PROVISIONS**

- 9.0 Employees hired prior to July 1, 1996 shall receive one and one-quarter (1 1/4) days per month for a total of fifteen (15) days sick leave annually which may be accumulative to a total of one hundred and twenty (120) days. Employees hired after July 1, 1996 shall receive one (1) day per month for a total of twelve (12) days sick leave annually which may be accumulative to a total of seventy-five (75) 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.

Upon the request of an employee, the Town will provide employees with three (3) personal days annually in return for a reduction of three (3) sick days annually from the number of sick days set forth above.

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.

- 9.1 Four (4) days special leave with pay shall be granted for death in the immediate family. If the burial is out of state, the employee shall receive one (1) additional day. Immediate family shall mean wife, husband, sister, mother, brother, father, children, mother-in law, father-in-law, step-parent, grandparent, grandchild or step-child. Employees shall be

allowed to take no more than two (2) sick days for the death of an aunt or uncle. Extended leave may be granted for special cases with the approval of the First Selectman or his designee.

- 9.2 An employee, upon retirement, shall receive on the basis of his current wages, one hundred percent (100%) compensation for any of his unused accumulated sick leave up to a maximum of seventy (70) days as severance pay in a lump sum within one (1) month; provided, however, that no such payment shall be made to employees who resign their employment with the Town. Employees hired after July 1, 1996, upon retirement, shall receive on the basis of his current wages, one hundred percent (100%) compensation for any of his unused accumulated sick leave up to a maximum of forty (40) days as severance pay in a lump sum within one (1) month; provided, however, that no such payment shall be made to employees who resign their employment with the Town. Employees hired after July 1, 1999, upon retirement, shall receive on the basis of his current wages, one hundred percent (100%) compensation for any of his unused accumulated sick leave up to a maximum of ten (10) days as severance pay in a lump sum within one (1) month; provided, however, that no such payment shall be made to employees who resign their employment with the Town. Employees hired after February 12, 2014, shall not receive payment upon retirement for accrued but unused accumulated sick leave.
- 9.3 Time off without loss of pay to act as pallbearer shall be granted upon request from the Union officers and the Department Head with approval of the First Selectman.
- 9.4 Leave for family or medical reasons shall be afforded in compliance with applicable federal law. Failure to return to work after a FMLA leave shall terminate an employee's seniority rights.
- 9.5 Workers' Compensation shall be supplemented by the difference in the employee's regular pay for no longer than a period of twelve (12) 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.
- 9.6 Any employee who is absent from work for a period of twelve (12) 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.

ARTICLE X

GRIEVANCE PROCEDURE

10.0 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.

(a) Disciplinary actions shall include:

1. A verbal warning;
2. A written warning;
3. Suspension without pay; and
4. Discharge.

(b) All disciplinary action must be for just cause and must be stated in writing with reason and a copy given to the employee and the Union President at the time of suspension or discharge.

(c) Oral warnings issued to an employee shall be cleared after a period of twelve (12) months as long as there are no other disciplinary actions taken during the twelve (12) month period following issuance of the oral warning. All other disciplinary action shall remain in an employee's personnel file.

10.1 The purpose of the grievance 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 accordance with the Step order listed below.

Step 1. The employee's immediate steward shall present to his/her department head or supervisor all facts available pertaining to the problem or incident, in writing, within seven (7) workdays following the time when the grievant became aware of the act, event or condition which constitutes the basis of the grievance. The department head or supervisor will respond to the grievance within seven (7) workdays of being presented with the grievance.

Step 2. If the employee and his/her representative still feel further review is necessary, the Union will request, in writing, a meeting with the Director of Human Resources within seven (7) workdays of the Step 1 response. The Director of Human Resources will respond to the grievance within seven (7) workdays after meeting with the Union.

Step 3. 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) workdays of the Step 2 response. The First Selectman shall, within ten (10) workdays, call a meeting of all the parties concerned and the Union's grievance committee and discuss the problem fully. The First Selectman may render its decision in writing, either at the end of the meeting or within seven (7) workdays after the meeting to the representative of the Union.

Step 4. In the event the employee and/or his/her Representative feel that further review is justified, he/she shall file notice of appeal within ten (10) workdays to submit the matter to arbitration before the State Board of Mediation and 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 Human Resource Director with a copy of the notice of appeal. The decision of the arbitrator(s) shall be final and binding upon both parties as provided by Connecticut law. 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.

10.2 "Workdays" shall be those days that the Town Hall is open to the public.

ARTICLE XI **SAFETY AND HEALTH**

11.0 Both parties to this Agreement hold themselves responsible for mutual, cooperative Enforcement of safety rules and regulations.

11.1 Should an employee complain that his work requires him to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by 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 XII **PRIOR PRACTICE**

12.0 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.

ARTICLE XIII
UNION ACTIVITIES

- 13.0 Union officers, not to exceed one (1) shall be allowed to attend official Union conferences without loss of pay for a period not to exceed three (3) days annually. All other Union meetings or Union business is prohibited during working hours unless approved by the Department Head or his/her designee.
- 13.1 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.

ARTICLE XIV
SUBCONTRACTORS

- 14.0 The Town agrees that during the term of the Agreement no work usually performed by the employees in the unit will be contracted if the subcontracting of work would result in a layoff of a bargaining unit member.

ARTICLE XV
TEMPORARY ASSIGNMENTS

- 15.0 The Town may assign bargaining unit employees or non-bargaining unit employees to temporary assignments within the bargaining unit not to exceed ninety (90) consecutive workdays.

ARTICLE XVI
EFFECTIVE DATE


- 16.0 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.
- 16.1 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 will be provided with six (6) signed copies of this Agreement within thirty (30) days after signing of this Agreement from the Town.

This Agreement shall be in full force and effect upon signing and shall remain in effect until 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 19th of January 2024.

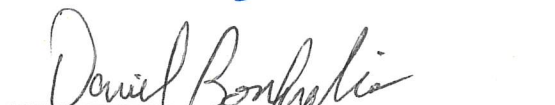
FOR THE TOWN OF BRANFORD

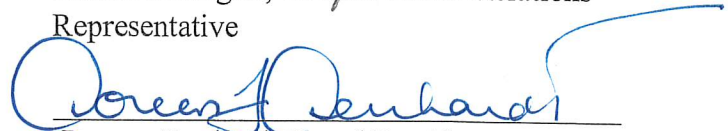
FOR LOCAL #405. UPSEU


James B. Cosgrove, First Selectman


Kevin E. Boyle, UPSEU President


Margaret Lubberda,
Director of Human Resources


Daniel Bonfiglio, UPSEU Labor Relations
Representative


Doreen Denhardt, Local President

*Also, the Union agrees to withdraw, with prejudice, MPP-35097 and the corresponding grievance filed and pending before the Board of Mediation and Arbitration.

APPENDIX I

APPENDIX I

HOURS OF WORK

UPSEU TOWN HALL UNION LOCAL #405

| POSITION | HOURS/WEEK | REPORTING TIME | LUNCH PERIOD |
|---------------------------------------|------------|-----------------|--------------|
| Admin. Assistant Building/Engineering | 40 | 8:00am - 5:00pm | 1 hour |
| Admin. Assistant Fire Department | 40 | 7:30am - 4:00pm | 30 minutes |
| Admin. Assistant GGB/WWTP | 40 | 7:00am - 3:30pm | 30 minutes |
| Admin. Assistant Planning/Zoning | 35 | 8:30am - 4:30pm | 1 hour |
| Admin. Assistant Police Department | 35 | 7:30am - 3:00pm | 30 minutes |
| Admin. Assistant Public Works | 40 | 6:00am - 2:30pm | 30 minutes |
| Admin. Assistant Solid Waste | 40 | 7:00am - 3:30pm | 30 minutes |
| Assessor Technician | 35 | 8:30am - 4:30pm | 1 hour |
| Assistant Assessor | 35 | 8:30am - 4:30pm | 1 hour |
| Assistant Tax Collector | 35 | 8:30am - 4:30pm | 1 hour |
| Assistant Town Clerk | 35 | 8:30am - 4:30pm | 1 hour |
| Assistant Town Clerk (Land Records) | 35 | 8:30am - 4:30pm | 1 hour |
| Associate Assessor | 35 | 8:30am - 4:30pm | 1 hour |
| Finance Associate- Accounts Payable | 35 | 8:30am - 4:30pm | 1 hour |
| Head Bookkeeper | 35 | 8:30am - 4:30pm | 1 hour |
| Inlands Wetlands Associate | 35 | 8:30am - 4:30pm | 1 hour |
| Land Use Customer Service Coordinator | 37.5 | 8:00am - 4:30pm | 1 hour |
| Police Records Assistant | 35 | 7:30am - 3:00pm | 30 minutes |
| Property Appraiser & Data Collector | 35 | 8:30am - 4:30pm | 1 hour |
| Purchasing/Tax Clerk | 35 | 8:30am - 4:30pm | 1 hour |
| Tax Associate (Sewers) | 35 | 8:30am - 4:30pm | 1 hour |
| Tax Collection Technician | 35 | 8:30am - 4:30pm | 1 hour |

Revised 11/29/2023

APPENDIX II

WAGES 7/1/2022-6/30/2026
 UPSEU TOWN HALL UNION
 LOCAL #405

| | HOURS | 2021-2022 | | 2022-2023 | | 2023-2024 | | 2024-2025 | | 2025-2026 | |
|--|-------|-----------|--------------|-----------|--------------|-----------|--------------|-----------|--------------|-----------|--------------|
| | | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL |
| GROUP 1 | | | | | | | | | | | |
| Assistant Tax Collector | 35 | \$ 33.34 | \$ 60,678.80 | \$ 34.17 | \$ 62,189.40 | \$ 35.02 | \$ 63,736.40 | \$ 35.90 | \$ 65,338.00 | \$ 36.80 | \$ 66,976.00 |
| Assistant Town Clerk (Land Records) | 35 | \$ 33.34 | \$ 60,678.80 | \$ 34.17 | \$ 62,189.40 | \$ 35.02 | \$ 63,736.40 | \$ 35.90 | \$ 65,338.00 | \$ 36.80 | \$ 66,976.00 |
| Associate Assessor | 35 | \$ 33.34 | \$ 60,678.80 | \$ 34.17 | \$ 62,189.40 | \$ 35.02 | \$ 63,736.40 | \$ 35.90 | \$ 65,338.00 | \$ 36.80 | \$ 66,976.00 |
| Finance Associate- Accounts Payable | 35 | \$ 33.34 | \$ 60,678.80 | \$ 34.17 | \$ 62,189.40 | \$ 35.02 | \$ 63,736.40 | \$ 35.90 | \$ 65,338.00 | \$ 36.80 | \$ 66,976.00 |
| Head Bookkeeper | 35 | \$ 33.34 | \$ 60,678.80 | \$ 34.17 | \$ 62,189.40 | \$ 35.02 | \$ 63,736.40 | \$ 35.90 | \$ 65,338.00 | \$ 36.80 | \$ 66,976.00 |
| GROUP 2 | | | | | | | | | | | |
| Admin. Assistant Planning/Zoning | 35 | \$ 28.05 | \$ 51,051.00 | \$ 28.75 | \$ 52,325.00 | \$ 29.47 | \$ 53,635.40 | \$ 30.21 | \$ 54,982.20 | \$ 30.97 | \$ 56,365.40 |
| Admin. Assistant Police Department | 35 | \$ 28.05 | \$ 51,051.00 | \$ 28.75 | \$ 52,325.00 | \$ 29.47 | \$ 53,635.40 | \$ 30.21 | \$ 54,982.20 | \$ 30.97 | \$ 56,365.40 |
| Assistant Assessor | 35 | \$ 28.05 | \$ 51,051.00 | \$ 28.75 | \$ 52,325.00 | \$ 29.47 | \$ 53,635.40 | \$ 30.21 | \$ 54,982.20 | \$ 30.97 | \$ 56,365.40 |
| Assistant Town Clerk | 35 | \$ 28.05 | \$ 51,051.00 | \$ 28.75 | \$ 52,325.00 | \$ 29.47 | \$ 53,635.40 | \$ 30.21 | \$ 54,982.20 | \$ 30.97 | \$ 56,365.40 |
| Property Appraiser & Data Collector | 35 | \$ 28.05 | \$ 51,051.00 | \$ 28.75 | \$ 52,325.00 | \$ 29.47 | \$ 53,635.40 | \$ 30.21 | \$ 54,982.20 | \$ 30.97 | \$ 56,365.40 |
| Purchasing/Tax Clerk | 35 | \$ 28.05 | \$ 51,051.00 | \$ 28.75 | \$ 52,325.00 | \$ 29.47 | \$ 53,635.40 | \$ 30.21 | \$ 54,982.20 | \$ 30.97 | \$ 56,365.40 |
| Tax Associate (Sewers) | 35 | \$ 28.05 | \$ 51,051.00 | \$ 28.75 | \$ 52,325.00 | \$ 29.47 | \$ 53,635.40 | \$ 30.21 | \$ 54,982.20 | \$ 30.97 | \$ 56,365.40 |
| Inlands Wetlands Associate | 35 | \$ 28.05 | \$ 51,051.00 | \$ 28.75 | \$ 52,325.00 | \$ 29.47 | \$ 53,635.40 | \$ 30.21 | \$ 54,982.20 | \$ 30.97 | \$ 56,365.40 |
| Land Use Customer Service Coordinator | 37.5 | \$ 28.05 | \$ 58,344.00 | \$ 28.75 | \$ 59,800.00 | \$ 29.47 | \$ 61,297.60 | \$ 30.21 | \$ 62,836.80 | \$ 30.97 | \$ 64,417.60 |
| Admin. Assistant Building/Engineering | 40 | \$ 28.05 | \$ 58,344.00 | \$ 28.75 | \$ 59,800.00 | \$ 29.47 | \$ 61,297.60 | \$ 30.21 | \$ 62,836.80 | \$ 30.97 | \$ 64,417.60 |
| Admin. Assistant Fire Department | 40 | \$ 28.05 | \$ 58,344.00 | \$ 28.75 | \$ 59,800.00 | \$ 29.47 | \$ 61,297.60 | \$ 30.21 | \$ 62,836.80 | \$ 30.97 | \$ 64,417.60 |
| Admin. Assistant GGB/WWRP | 40 | \$ 28.05 | \$ 58,344.00 | \$ 28.75 | \$ 59,800.00 | \$ 29.47 | \$ 61,297.60 | \$ 30.21 | \$ 62,836.80 | \$ 30.97 | \$ 64,417.60 |
| Admin. Assistant Public Works | 40 | \$ 28.05 | \$ 58,344.00 | \$ 28.75 | \$ 59,800.00 | \$ 29.47 | \$ 61,297.60 | \$ 30.21 | \$ 62,836.80 | \$ 30.97 | \$ 64,417.60 |
| Admin. Assistant Solid Waste | 40 | \$ 28.05 | \$ 58,344.00 | \$ 28.75 | \$ 59,800.00 | \$ 29.47 | \$ 61,297.60 | \$ 30.21 | \$ 62,836.80 | \$ 30.97 | \$ 64,417.60 |
| GROUP 3 | | | | | | | | | | | |
| Police Records Assistant | 35 | \$ 24.30 | \$ 44,226.00 | \$ 24.91 | \$ 45,336.20 | \$ 25.53 | \$ 46,464.60 | \$ 26.17 | \$ 47,629.40 | \$ 26.82 | \$ 48,812.40 |
| Assessor Technician | 35 | \$ 24.30 | \$ 44,226.00 | \$ 24.91 | \$ 45,336.20 | \$ 25.53 | \$ 46,464.60 | \$ 26.17 | \$ 47,629.40 | \$ 26.82 | \$ 48,812.40 |
| Tax Collection Technician | 35 | \$ 24.30 | \$ 44,226.00 | \$ 24.91 | \$ 45,336.20 | \$ 25.53 | \$ 46,464.60 | \$ 26.17 | \$ 47,629.40 | \$ 26.82 | \$ 48,812.40 |
| *Land Use Customer Service Coordinator | 37.5 | \$ 24.30 | \$ 47,385.00 | \$ 24.91 | \$ 48,574.50 | \$ 25.53 | \$ 49,783.50 | \$ 26.17 | \$ 51,012.40 | \$ 26.82 | \$ 52,281.40 |
| *Admin. Assistant Solid Waste | 40 | \$ 24.30 | \$ 50,544.00 | \$ 24.91 | \$ 51,812.80 | \$ 25.53 | \$ 53,102.40 | \$ 26.17 | \$ 54,412.40 | \$ 26.82 | \$ 55,742.40 |

*positions move to Group 2 upon execution of Agreement

APPENDIX III

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 | Not applicable |
| Max out of pocket | \$2,000 individual \$4,000 family |

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

Coinurance

20% of allowable UCR charges

Max out of Pocket

\$2,300 individual / \$4,900 family

Lifetime Maximum

Unlimited

APPENDIX IV

APPENDIX IV- LONGEVITY

SERVICE

| | |
|---------------------|--------|
| 2-4 YEARS | \$ 240 |
| 5-7 YEARS | \$ 315 |
| 8-9 YEARS | \$ 415 |
| 10-19 YEARS | \$ 650 |
| 20 YEARS AND HIGHER | \$ 750 |

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.

Effective July 1, 2008 longevity will be modified as set forth above. Employees hired after July 1, 2008 will not be eligible to receive longevity payments.

APPENDIX V

APPENDIX V
PAYMENT FOR WORK PERFORMED IN HIGHER JOB
CLASSIFICATION

Employees assigned to work in a higher classification for four (4) or more hours during a workday will be paid at the rate of pay associated with the position in the higher classification for time spent working in said classification.

APPENDIX VI

APPENDIX VI
CERTIFICATIONS

Employees who complete the following certifications will receive a one (1) time payment in the amount of \$250 (two hundred and fifty dollars) for each of the following:

Certified Connecticut Town Clerk (CCTC)

Certified Municipal Clerk (CMC)

Master Municipal Clerk (MMC)

Certified Connecticut Municipal Collector (CCMC)

Connecticut Certified Municipal Assessor I

Connecticut Certified Municipal Assessor II

Effective Fiscal Year 2016-2017 Emergency Medical Response License

Current employees who have already received payment for the above-referenced certifications shall not receive an additional payment.

Effective July 1, 2020, employees who are required by the Town to hold a certificate or license for their position as a condition of employment shall be reimbursed for the cost of the required certificate or license.

APPENDIX VII

**APPENDIX VII
SENIORITY
TOWN HALL UNION LOCAL #405**

| EMPLOYEE NAME | DATE OF UNION ENTRY |
|--------------------------|----------------------------|
| Saunders, Irene | 1/23/1989 |
| Yester, Melinda | 8/31/1994 |
| Linke, Camille | 3/9/1998 |
| Fisher, Celeste | 3/15/2001 |
| Denhardt, Doreen | 12/18/2001 |
| Wood, Jill A | 1/5/2004 |
| Martin, Michelle | 6/30/2014 |
| Pettway, Tyechia | 3/9/2015 |
| Ahern, Leah | 7/1/2015 |
| Pellegrino, Bernadetta | 10/22/2018 |
| Lyon, Deborah | 1/3/2021 |
| Zagaroli, Thomas | 3/24/2021 |
| Robinson, Amy | 11/1/2021 |
| LaRock, Megan | 2/7/2022 |
| Bradley-Blanchette, Katy | 6/27/2022 |
| Smith, Michael | 8/31/2022 |
| Piombino, Lisa | 9/30/2022 |
| Gravino, Michele | 5/22/2023 |
| Flores, Adiaris | 8/7/2023 |
| Lynch, Griffin | 8/23/2023 |
| Limone, Laura | 9/11/2023 |
| Dugan, Marissa | 9/25/2023 |

Revised 11/29/2023