

**AGREEMENT**

**BETWEEN**

**THE TOWN OF BRANFORD**

**THE TOWN OF BRANFORD EMPLOYEES**

**LOCAL 1303-458**

**OF COUNCIL 4, AFSCME, AFL-CIO**

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**Tentative Agreement**

**ARTICLE 1  
AGREEMENT**

This Agreement is made and entered into by and between the Town of Branford (hereinafter referred to as the “Town”) and Local 1303-458 AFSCME, Council 4 (hereinafter referred to as the “Union”).

**ARTICLE 2  
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.

**ARTICLE 3  
RECOGNITION**

Section 1 - Pursuant to the certification of May 24, 2012, the Town recognizes the Union as the sole and exclusive collective bargaining representative of the following employees:

- (a) Full-time IT Network Analyst, Counseling Center Receptionist, Assistant Building Official, Crime Analyst, Senior Center Activity Coordinator, Special Projects Manager/EDC, Medical Billing Accounting Supervisor, IT Network Engineer, Payroll Coordinator, Assistant Director Senior Center, Animal Control Officer, Youth Outreach, Zoning Enforcement Officer, Assistant Animal Control Officer, Electrician Waste Water Treatment Plant, Assistant Town Planner, Administrative Assistant Library, Office Manager Counseling Center, Operations Manager Waste Water Treatment Plant, Senior Center Administrative Assistant, Transportation Coordinator, excluding all other employees.

Section 2 -

- (a) The words “full-time employee” shall refer only to an employee who regularly and customarily is scheduled to work at least 40 hours per week on a year-round basis and who is designated by the Town as a “regular full-time employee”.
- (b) The words “part-time employee” shall refer only to an employee who regularly and customarily is scheduled to work twenty (20) or less hours per week on a year-round basis and who is designated by the Town as a “part-time employee”. The Town may hire non-bargaining unit part-time employees.
- (c) The Town may hire non-bargaining unit temporary employees. A temporary employee is an employee who is hired for a special project or to replace an employee on leave or vacation—for a period not to exceed one hundred and eighty (180) calendar days. A temporary employee shall be informed that he/she is a temporary employee at the time of hire.

**ARTICLE 4  
MANAGEMENT RIGHTS**

No provision of this Agreement will be deemed to limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to acquiring an obligation to bargain collectively under the Act; and the Town will continue to retain said rights, powers and authority, whether exercised or not, unless and only to the extent that, the specific provisions of this Agreement explicitly curtail or limit such rights, powers or authority. Accordingly, all management functions, responsibilities and rights, which the Town has not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the Town. More specifically, the Town reserves the right in accordance with its sole and exclusive judgment and discretion to establish and administer policies and procedures related to all operations and services of the Town, to reprimand, suspend, discharge or otherwise discipline employees for cause; to hire, promote, transfer, layoff and recall employees to work; to determine the size and composition of the work force, the number of employees, the duties to be performed, and the qualifications required; to direct employees; to schedule and assign work; to determine the hours of employment for its employees; to maintain the efficiency of the employees; to obtain from any source and to contract for materials, services, supplies and equipment, including work currently performed by members of the bargaining unit; however, the intent of the Town is not to erode the bargaining unit; to determine hours of operation; to establish, expand, reduce, alter, combine, consolidate or abolish any job classifications, department, operation or service; to control and regulate the use of supplies, equipment and other property of the Town; to sell, lease, or otherwise dispose of any of its facilities and/or equipment; to extend, limit, or curtail its operations; to determine the number, location and operation of departments and other units of the

Town, to determine and to make or change Town rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and generally to manage the Town and to attain and maintain full operating efficiency and optimum public service, except as expressly modified or restricted by a specific provisions of this Agreement. The enumeration of certain management prerogatives listed above shall not be deemed to exclude other management rights not specifically enumerated above, whether exercised or not, unless stated otherwise in the parties' collective bargaining agreement.

## **ARTICLE 5 UNION SECURITY**

### Section 1 -

- (a) Agency Shop - Current Employees. During the term of this Agreement and any extension thereof, all present Employees shall, as a condition of continued employment, either (i) tender to the Union an amount equal to the regular monthly dues uniformly required by the Union's Constitution and Bylaws as a condition of retaining membership in the Union in good standing, or (ii) tender to the Union a monthly service fee in an amount set by the Union in accordance with applicable law.
- (b) Agency Shop - New Employees. During the term of this Agreement and any extension thereof, all new Employees shall, thirty (30) calendar days after the date of their employment by the Town, as a condition of continued employment, either (i) tender to the Union an amount equal to the regular monthly dues uniformly required by the Constitution and Bylaws as a condition of acquiring or retaining membership in the Union in good standing, or (ii) tender to the Union a monthly service fee in an amount set by the Union in accordance with applicable law. The Union shall notify the employees and the Town in writing prior to the effective date of any change in Union dues and/or service fees.
- (c) Check Off. During the term of this Agreement and any extension thereof, the Town will deduct from the first regular weekly paycheck issued each month to each Employee who authorizes such deduction, such regular monthly membership dues or service fees, and such initiation fees and reinstatement fees as may be fixed by the Union in accordance with applicable law. Such monies are so deducted shall be remitted to the office of Council 4 not later than the fifteenth (15<sup>th</sup>) day of said month and shall include all deductions made in the previous month, together with a list of names of Employees from whose wages such deductions have been made. The Town's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his or her transfer to a job not covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired during the life of the contract then in existence.

Section 2 - The Town agrees that any employee who voluntarily elects to make a Public Employees Organizing to Promote Legislative Equality (PEOPLE) contribution may do so by payroll deduction, as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employees at any time by giving written notice to both the Town and the Union. The Town agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period by remittance.

Section 3 - Hold Harmless. The Union shall indemnify and hold the Town harmless against any and all claims, demands, and suits or other forms of liability which may arise or be alleged by reason of any action taken by the Town pursuant to this Article.

Section 4 - The Town shall provide each employee a copy of this Agreement within thirty (30) calendar days after the date of the signing of this Agreement. New employees shall be provided an electronic copy of this Agreement at the time of hire. Three (3) original copies of this Agreement shall be provided to Council 4, AFSCME, AFL-CIO.

## **ARTICLE 6 PROBATIONARY PERIOD**

Section 1 - No employee shall attain seniority until he or she has been continuously on the payroll for a period of one hundred and twenty (120) calendar days. During such period (s)he shall be on a probation and may be laid off, disciplined, or terminated, with or without cause, by the Town in its sole discretion and neither the employee nor the Union shall have recourse to the grievance procedure set forth in this Agreement. Upon completion of his or her probationary period, an employee's seniority shall date back to the original date of employment.

Section 2 - Days lost from work in excess of a total of five (5) workdays for any reason during the probationary period shall not be counted as employment for purposes of computing the probationary period.

Section 3 - The Town may, in its discretion, extend the probationary period of an employee for up to twenty-five (25) workdays. The Union will be notified when an employee's probationary period is extended.

## **ARTICLE 7 SENIORITY**

### Section 1 - Definitions:

(1) Bargaining Unit Seniority: shall be defined as being equal to the length of time an employee has been continuously employed by the Town beginning with his/her last date of hire. The seniority of employees hired prior to ratification and approval of this Agreement which expires on June 30, 2017, shall be based upon their last date of hire by the Town.

(2) Job Classification Seniority: shall be defined as the employee's length of continuous service with the Town within his/her present job classification beginning with the date and hour on which the employee began to work in such job classification after last being hired into said job classification.

### Section 2 - Accrual of Seniority:

(1) Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the employee's seniority shall be considered to commence from the date first worked after hire.

(2) Seniority shall accrue during a family and medical leave. Seniority shall not accrue during all other unpaid leaves of absence or during the period an employee is on layoff.

### Section 3 - Loss of Seniority:

An employee's seniority shall be lost when (s)he:

- (1) terminates voluntarily;
- (2) is discharged for cause;
- (3) fails to report to work within fourteen (14) calendar days after receipt of notice of recall directed to his/her last known address;
- (4) fails to report to work upon the termination of a 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 a period of three (3) consecutive workdays without proper notification of absence to the Town unless due to extenuating circumstances acceptable to the Town;
- (7) if the employee is absent as a result of illness, accident or injury on the job for a period in excess of six (6) months over a rolling two (2) year period unless the employee provides the Town with a note from



his/her physician within two (2) weeks of the end of the six (6) month period that the employee will be able to return to work in full duty capacity by the end of the next month in which case the Town will extend his/her leave to the end of the seventh (7<sup>th</sup>) month; or (8) is laid off in excess of contractual recall rights.

An employee whose seniority is lost for any of the reasons outlined in this paragraph, 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.

Section 4 - Application:

- (1) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- (2) Classification seniority shall apply in layoffs and recalls and scheduling of vacations.

**ARTICLE 8  
LAYOFF AND RECALL**

Section 1 - Layoff:

The principle of seniority within job classifications shall apply in all layoffs due to lack of work in accordance with the provisions set forth below:

- (1) Probationary employees and temporary employees within the job classification affected shall be the first to be laid off without regard to their individual periods of employment.
- (2) If there are no probationary employees or temporary employees to be laid off, then the determinations as to who shall be laid off shall be governed by seniority within the job classification determined by the Town. If, as between two or more employees the factors of skill and ability and past documented work performance are equal, as determined by the Town, then the factor of seniority shall govern.
- (3) In the event employees are scheduled to be laid off in one classification and there exists a vacant position(s) in another classification which the employee(s), in the judgment of the Town, has or have the ability to perform, such vacant position(s) shall be offered to employee(s) scheduled to be laid off in accordance with their bargaining unit seniority as defined in Article 7, Section 1(1). In such circumstances, if the employee does not satisfactorily perform in said vacant position, in the judgment of the Town, (s)he shall resume his/her laid off status.

(4) Employees shall receive at least two (2) weeks notice as prior to a reduction in hours.

Section 2 - Recall:

(1) Full-time employees who are laid off for lack of work shall be given preference in recall for a period not to exceed twelve (12) months.

(2) Such preference of recall shall be offered to full-time employees within their former job classification. If the employees are recalled within the above period after the date of layoff, they shall be reinstated and shall not lose their seniority. However, employees who were in their probationary period at the time of layoff shall be put back to work as a probationary employee.

**ARTICLE 9  
HEALTH AND SAFETY**

Section 1 - The Town agrees to provide a safe work environment consistent with applicable laws and regulations.

**ARTICLE 10  
JOB VACANCIES**

Section 1 - Whenever a vacancy occurs in a bargaining unit position which the Town elects to fill, a notice of such vacancy shall be posted and remain posted for five (5) consecutive working days. Any employee who wishes to apply for such vacancy shall notify the Human Resources Director or her/his designee in writing within the five (5) working day posting period. It is understood, however, that the Town may fill the position immediately and without posting in the event of an emergency. It is further agreed that the determination of an individual's qualifications for the requirements of the position, as set forth in the job description, rests exclusively within the discretion of the Town.

Section 2 - An employee awarded a position shall serve a probationary period of one hundred and twenty (120) calendar days. Days lost in excess of five (5) calendar days will extend the probationary period.

## **ARTICLE 11 WAGES**

Wages are set forth in Appendix A General Wage Increases for the duration of this Agreement that expires on June 30, 2017 are as follows:

Fiscal Year 2013 – 2014 – 2.1% (retroactive)\*  
Fiscal Year 2014 – 2015 – 2.1%  
Fiscal Year 2015 – 2016 – 2.1%  
Fiscal Year 2016 – 2017 – 2.1%

\* Employees must be on the payroll as of execution of this Agreement to receive retroactive pay.

## **ARTICLE 12 MEAL PERIODS**

Section 1 - The Town will determine the time and length of employees unpaid meal period which will be no less than thirty (30) minutes.

## **ARTICLE 13 HOLIDAYS**

Section 1 - The Town provides its employees with holiday pay for the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day (1/2 day)
- Christmas
- New Years' Eve Day (1/2 day)

Section 2 - To be eligible for holiday pay, an employee must have worked the last scheduled workday prior to and the next scheduled workday after such holiday unless (s)he is absent due to an approved vacation or personal day.

Section 3 - Holidays falling on a Saturday will be observed on a Friday. Holidays falling on a Sunday will be observed on a Monday.

## **ARTICLE 14 VACATIONS**

Section 1 - Full-time employees will accrue one (1) vacation day per month up to a maximum of five (5) vacation days during the fiscal year in which they begin employment; earned vacation may not be taken during the first ninety (90) calendar days of employment. On July 1<sup>st</sup> of the next fiscal year, and July 1<sup>st</sup> of each fiscal year thereafter, full-time employees will be credited with ten (10) vacation days to be used during that fiscal year. On July 1<sup>st</sup> following completion of five (5) years of employment based upon anniversary date of hire, full-time employees will receive sixteen (16) vacation days. On July 1<sup>st</sup> following completion of six (6) years of employment based upon anniversary date of hire, full-time employees will receive seventeen (17) vacation days. On July 1<sup>st</sup> following completion of seven (7) years of employment based upon anniversary date of hire, full-time employees will receive eighteen (18) vacation days. On July 1<sup>st</sup> following completion of eight (8) years of employment based upon anniversary date of hire, full-time employees will receive nineteen (19) vacation days. On July 1<sup>st</sup> following completion of nine (9) years of employment based upon anniversary date of hire, full-time employees will receive twenty (20) vacation days.

Section 2 - During the second fiscal year in which they are employed, and each fiscal year thereafter, employees must take a minimum of ten (10) accrued vacation days. Carrying over of unused vacation days into the next fiscal year must be approved in writing by the First Selectman or his designee and must be used by the end of the fiscal year.

Section 3 - Employees entitled to in excess of ten (10) vacation days in a fiscal year may carry over up to five (5) vacation days each fiscal year up to a maximum of twenty-five (25) vacation days.

Section 4 - Vacation days must be taken in increments of no less than one-half (1/2) of the employees regularly scheduled work day.

Section 5 - Earned vacation days will be paid out upon separation of employment.

Section 6 - All requests for vacation must be in writing and approved by the First Selectman or his designee.

Section 7 - The First Selectman or his designee will determine the annual vacation schedule, taking into consideration the business needs and work demands of each department as well as the desire of employees for specific vacation leave. A conflict in scheduling vacation leave among multiple employees will be resolved by the First Selectman or his designee.

**ARTICLE 15  
COMPENSATORY TIME OFF IN LIEU OF OVERTIME**

In lieu of overtime pay after forty (40) hours worked in a workweek, employees shall receive compensatory time off in the amount of one and one-half (1 ½) hours for each hour worked beyond forty (40) hours. Sick time is not included in the calculation of forty (40) hours worked in a workweek. Compensatory time off must be taken within four (4) weeks of being accrued at a time that is approved by the employee's Department Head.

**ARTICLE 16  
SICK LEAVE**

Section 1 - Non-probationary full-time employees shall be entitled to paid sick leave days each fiscal year, at their regular hourly rate.

Section 2 - Employees can accrue one (1) sick day per month up to a maximum of twelve (12) days per year.

Section 3 - To be eligible for benefits under this article, an employee who is absent due to illness or injury must notify the Town at least one (1) hour before the start of his/her shift unless there are extenuating circumstances acceptable to the Town.

Section 4 - The Town may request a doctor's certificate from the employee's physician for an absence(s) if the Town suspects sick leave abuse or prior to an employee's return to work to determine whether the employee can perform the essential functions of his/her position, with or without a reasonable accommodation. The Town shall not make this decision in an arbitrary or capricious manner.

Section 5 - An employee absent on sick leave shall be required to call the Town daily for the period of such absence and inform the Town of his/her condition and expected date of return unless the employee is on an extended leave or there are extenuating circumstances.

Section 6 - Employees can accumulate up to seventy (70) sick days. Employees must have fifty (50) accrued sick days for a period of one (1) year prior to retirement in accordance with CMERS to be paid out a total of twelve (12) accrued sick days. Employees hired after the ratification and approval of this Agreement which expires on June 30, 2017, will not be eligible for a payout of accrued sick days.

Section 7 - Sick days may be used by an employee under the following circumstances:

(A) For (i) an employee's illness, injury or health condition, (ii) the medical diagnosis, care or treatment of an employee's mental illness or physical illness, injury or health condition, or (iii) preventative medical care for an employee;

(B) For (i) an employee's child's or spouse's illness, injury or health condition, (ii) the medical diagnosis, care or treatment of an employee's child's or spouse's mental or physical illness, injury or health condition, or (iii) preventative medical care for a child or spouse of an employee; and

(C) Where an employee is a victim of family violence or sexual assault (i) for medical care or psychological or other counseling for physical or psychological injury or disability, (ii) to obtain services from a victim services organization, (iii) to relocate due to such family violence or sexual assault, or (iv) to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

## **ARTICLE 17 PERSONAL DAYS**

Full-time employees who have completed one (1) year of service will be allowed to request that up to two (2) unused sick days be converted to personal day(s). Such requests must be made in writing to the Human Resource Director or her/his designee.

An employee must give at least forty-eight (48) hours notice prior to taking personal leave unless due to an emergency.

## **ARTICLE 18 BEREAVEMENT LEAVE**

Section 1 - Non-probationary full-time employees shall be granted up to but not exceeding three (3) days of leave as compensation for actual work days lost during the three (3) days following the death an immediate family member as hereinafter defined. For the purposes of this Article, "immediate family" shall mean an employee's spouse, children, parent, sister, brother, mother-in-law, father-in-law and individuals who reside in the employee's residence.

Section 2 - Non-probationary full-time employees shall be granted up to one (1) day of leave as compensation for actual work days lost during the day following the death of a grandparent, niece or nephew.

Section 3 - A full-time employee shall be paid at his/her regular straight-time base hourly rate, not to exceed eight (8) hours. Full-time employees shall only be paid for scheduled workdays.

Section 4 - An employee shall not be entitled to bereavement leave if the employee attends the funeral of a member of his immediate family during the period the employee is on vacation, lay-off, holiday, any other leave or otherwise is not actively at work under the provisions of this Agreement.

Section 5 - Employees taking bereavement leave may be required to provide proof of death prior to receiving compensation for funeral leave.

## **ARTICLE 19 FAMILY, MEDICAL, MILITARY AND LEAVE OF ABSENCE**

Section 1 - Family and Medical Leave (FMLA) - The Town will comply with the terms of the Federal Family and Medical Leave Act.

Section 2 - Military Leave – Military Leave shall be granted to employees according to applicable law.

Section 3 - Jury Duty – Leave for Jury Duty shall be granted to employees according to applicable law. Employees are to promptly notify the Director of Human Resources upon receipt of a jury summons and subsequent notice to serve as a juror. Employees will be granted time off to serve on a jury. Full-time employees will be paid regular wages for the first five (5) days of jury service less any payment received for jury duty.

Section 4 - Leave of Absence – If requested in writing, the Town may grant an unpaid leave of absence in its sole discretion.

## **ARTICLE 20 GRIEVANCE PROCEDURE**

Section 1 - A grievance is defined as an allegation by the Union or by any employee, or by the Town that an express provision of this Agreement has been violated. All grievances shall be in writing as set forth in Section 2.

Section 2 - All grievances must be filed and processed in accordance with the following exclusive procedures

- (a) **Step 1:** A grievance shall be presented in writing to the Human Resource Director or his/her designee, within seven (7) working days of the alleged grievance, or within seven (7) working days after the event reasonably should have been known. The grievance shall set forth a brief description of the

dispute and the section or sections of this Agreement claimed to have been violated. An answer to the grievance shall be provided within ten (10) working days after presentation of the grievance.

- (b) **Step 2:** If the grievance is not settled under Section (a), it shall be presented to the First Selectman or his designee within seven (7) working days of the Human Resource Director's answer. The First Selectman or his designee shall answer in writing within ten (10) working days thereafter.
- (c) **Step 3:** If the Union is not satisfied with the response of the First Selectman or his designee, it may file an appeal to the Board of Mediation and Arbitration within ten (10) working days of the date the decision of the First Selectman or its designee was due.

Section 3 - Any grievance not first presented within the time periods set forth above shall be deemed waived and shall not be subject to the grievance procedure as set forth above, except if there is a written agreement signed by the Town and the Union to waive the time periods. A grievance not timely appealed in accordance with the time limits above, shall be deemed resolved according to the last disposition of the matter.

Section 4 - If the Town believes that an employee, or the Union, has violated any provisions of this Agreement, the Town may present a written grievance to the Union within ten (10) working days of the occurrence. The parties shall meet within five (5) working days in an effort to resolve the grievance.

Section 5 - The grievance procedure provided for herein shall constitute the sole and exclusive method for adjustments and settlement between the parties of any and all grievances.

Section 6 - It is the function of the arbitrator to interpret the Agreement. S(h)e shall make and issue decisions only regarding matters expressly submitted to her/him within the written terms of this Agreement. Her/his decision or award, not inconsistent with the terms of this Agreement, shall be final and binding upon the parties hereto. The arbitrator has no authority or power to add to, subtract from, disregard, or alter any of the written terms of this Agreement. The arbitrator's power and authority shall be limited to the application and interpretation of this Agreement as applied to the subject of the particular involved.

Section 7 - The arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earnings by the employee during this period of unemployment (including any unemployment insurance) shall be offset and deducted from this award. Employees who have been discharged shall have the duty to seek work so as to mitigate the claims of back wages. Their failure to do so shall be considered by the arbitrator.



Section 8 - The cost of the arbitration, which shall include the fees and expenses of the arbitrator, if any, and the cost of the transcript, if the parties mutually agreed to order one, shall be borne equally by the parties. Each party shall pay any fees and wages of its own representatives and witnesses for time lost, and the cost of the transcript where there is no mutual agreement to order it. However, one (1) Officer of the Union and one (1) grievant may attend arbitration with no loss of wages.

Section 9 - No individual workers may initiate any arbitration proceeding or move to confirm or vacate an award.

## **ARTICLE 21 NO STRIKES/NO LOCKOUTS**

Section 1 - During the life of this Agreement or any extension thereof, the Union, on behalf of its officers, agents and members, agrees that so long as this Agreement or any written extension thereof is in effect, there shall be no strikes, slowdowns, walkouts, sit-downs, sit-ins, work stoppage, boycotts or any activities which interfere, directly or indirectly, with the Town's operations.

Section 2 – During the life of this Agreement or any extension thereof, the Town agrees not to lockout bargaining unit employees.

## **ARTICLE 22 DISCHARGE AND DISCIPLINE**

Section 1 - Employees may be disciplined for “just cause”.

Section 2 – Notice of discharge or suspension shall be given in writing to the employee and a copy thereof shall be given to the Union Steward.

## **ARTICLE 23 UNION ACCESS TO TOWN'S PREMISES AND UNION REPRESENTATION**

Section 1 - Upon giving the Town prior notice, a duly authorized representative of the Union shall have access to a room designated by the Town during normal business hours to confer with authorized representatives of the Town or the steward for purposes of contract administration. Such visits shall take place during the employee's break time and shall not interfere with the operation of the Town. The Town may require the Union to give it twenty-four (24) hours prior notice for access by Union representatives.

Section 2 - The Union shall have the right to appoint, from the bargaining unit employees, not more than four (4) officers/stewards, provided that where the presence of

a steward is called for under this Agreement, i.e., a grievance meeting, no more than one (1) officer or steward shall be present.

Section 3 - A written list of officers, negotiating committee members and Union stewards shall be furnished to the Town immediately after their designation and the Union shall notify the Town promptly of any change.

Section 4 - One (1) officer or stewards and any necessary witnesses of the Union required to attend grievances and/or arbitrations shall suffer no loss of pay.

Section 5 - Four (4) members of the Union designated as the negotiating committee shall suffer no loss of pay at time spent in contract negotiations.

## **ARTICLE 24 EVALUATIONS**

A copy of an employee's evaluation forms shall be made available by the Town on an annual basis.

## **ARTICLE 25 MEDICAL BENEFITS**

Section 1 - Following thirty (30) calendar days of employment, 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)”) as defined in Appendix B. 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 \$1,500/\$3,000 deductible HDHP on July 1, 2014 or as soon as possible. Employees may remain enrolled in the current Century Preferred Plan or the \$1,250/\$2,500 plan until June 30, 2014 or as soon as the Town is able to implement each plan. If employees enroll in the \$1,500/\$3,000 deductible HDHP when effective, the Town will contribute each plan year \$625 to an employee's account with single coverage and \$1,750 to an employee's account with single plus one or family coverage. Employees must be enrolled in the HDHP for the entire plan year.

The Town of Branford may provide medical, prescription drug and dental 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.

Section 2 - 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 by the Town on a pre-tax basis.

- a. Effective July 1, 2014, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

Century Preferred	16%
HDHP	9%

- b. Effective July 1, 2015, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

Century Preferred	17%
HDHP	10%

- c. Effective July 1, 2016, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

Century Preferred	18%
HDHP	11%

Section 3 - Life Insurance is provided to all employees after three (3) months of service in the amount of \$50,000.

Section 4 - 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 benefits 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.

## **ARTICLE 26 HOURS OF WORK**

Section 1 - Work Schedules – Regular Weekly Work Schedules shall be determined by the Town and shall not be changed by the Town without at least four (4) weeks advance notice to the employees affected by the change.

## **ARTICLE 27 NO DISCRIMINATION**

Section 1 - Neither the Town nor the Union shall discriminate in terms of employment or membership, respectively, on the basis of race, color, national origin, religion, sex, age, marital status, union affiliation, sexual orientation or disability. An alleged violation of this Article shall be filed in accordance with the grievance procedure but may not be processed to arbitration.

Section 2 - The Town will not interfere with, restrain or coerce employees covered by this Agreement because of membership in, or activity on behalf of, the Union. The Town will not discriminate nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another Union.

## **ARTICLE 28 WORKERS' COMPENSATION**

Section 1 - An employee injured or disabled in the performance of his/her duties who qualified under the Workers' Compensation Act and its most recent amendments for benefits is entitled to the difference between compensation benefit and his normal daily wage so long as he is disabled for duty.

Section 2 - Provided, however, that the Town's responsibility for benefits in Section 1 shall commence after the employee's workers' compensation claim has been accepted and shall continue until the employee reaches maximum medical improvement or, based upon a physician's examination which may be subject to an Independent Medical Examination, a determination is made that as a result of the employee's injury, the employee will never be able to perform the essential functions of his/her position; however, the period of time that the Town will supplement workers' compensation payments shall not exceed six (6) months over a rolling two (2) year period unless the employee provides the Town with a note from his/her physician within two (2) weeks of the end of the six (6) month period that the employee will be able to return to work in full duty capacity by the end of the next month in which case the Town continue to supplement workers' compensation benefits to the end of the seventh (7<sup>th</sup>) month. The Town shall be entitled to reimbursement for any payment made under this Section should the employee have recourse against a third party in accordance with the procedures contained in the Workers' Compensation Law. It is understood that at any time during the six (6) month period, or seven (7) month period as stated above, if it is determined that the employee will not ever be able to return to full duty, his/her employment will be separated.

Section 3 - Such disabled employee shall be entitled to all other provisions of the Workers' Compensation Act including medical, surgical, pharmaceutical and hospital care, if he qualifies for Workers' Compensation.

Section 4 - Any employee, at the Town's discretion, shall have an examination by a physician, selected by the Town certifying the employee's ability to perform his duties.

Section 5 - Any employee suffering any illness or injury on the job must immediately report same to the First Selectman or his designee.

Section 6 - Both the employee and the Town recognize and agree that the purpose of Workers' Compensation and other Town-funded or governmental-funded disability programs are to maintain an employee during a period of job-connected disability. It is intended by both parties that under no circumstances would a disabled employee's daily wages ever exceed the daily wage of a similar employee with the same position on active service. Therefore, it is recognized that while the Town obliges itself to so equal a disabled employee's daily wage, that contribution is offset by Workers' Compensation,

Town paid disability insurance (if any), light duty payments, Social Security payments, and any other form of program not paid for by the individual.

**ARTICLE 29  
MISCELLANEOUS**

Section 1 - Employees are not permitted to use personal cell phones during work time except in the case of an emergency. Employees are free to use personal cell phones during their break time or other non-working time.

Section 2 - The Town and the Union agree to accept the provisions of the Connecticut's Municipal Employees Retirement System ("CMERS"). Contributions made by employees to MERS will be made on a pre-tax basis.

**ARTICLE 30  
SEPARABILITY / EFFECT OF LEGISLATION**

It is understood and agreed that all Agreements herein are subject to applicable laws now or hereafter in effect, and to the lawful regulations, rulings and order of regulatory commissions of agencies having jurisdiction. If any provision of this Agreement is held to be in contravention of any existing or subsequently enacted laws or regulations of the United State of the State of Connecticut, such provision shall be null and void and the parties shall meet to negotiate a revised provision in compliance with law, but all other provisions of this Agreement shall continue in full force and effect.

**ARTICLE 31  
DURATION**

Section 1 - This Agreement shall be effective upon execution and shall remain in full force and effect until June 30, 2017, and from year to year thereafter unless the Union gives the other party written notice by registered or certified mail of its desire to terminate or modify the same in accordance with Municipal Employees Relations Act.

Section 2 - Total Agreement. This working Agreement contains the full and complete agreement between the Town and the Union on all bargainable issues.

Section 3 - Town policies and procedures are set forth in the Employee Policy Manual.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and deals by their duly authorized officers and representatives this as of the day and year as stated:

\_\_\_\_\_  
James B. Cosgrove  
First Selectman

\_\_\_\_\_  
Date

\_\_\_\_\_  
AFSCME LOCAL 1303-458 President

\_\_\_\_\_  
Date

\_\_\_\_\_  
AFSCME LOCAL 133-458 Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
AFSCME LOCAL 1303-458 Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
COUNCIL 4, AFSCME, AFL-CIO

\_\_\_\_\_  
Date





**Town of Branford AFSME Town Employee Union**

**APPENDIX B**

*This is a brief summary of the benefits covered under the lumenos plan. It is not intended to be a complete list of benefits*

<b>Option III OV \$25; Hi Cost Diagnostic \$75;ER \$100; OP \$150 \$500 IP;UC \$75</b> <i>Includes Health Care Reform Mandates Preventive Care covered 100%</i>			<b>Option V \$1,500/\$3,000</b> <b>LUMENOS HEALTH SAVINGS ACCOUNT</b>			
<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>	<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>	
Annual Deductible <i>(individual/2-member family/3+ member family)</i>	Not Applicable	\$400/\$800/\$1,000	Annual Deductible <i>(single/ family)</i>	<b>\$1,500 / \$3,000</b>		
Coinsurance		30% after deductible	Coinsurance	Not applicable		
Coinsurance Maximum <i>(individual/2-member family/3+ member family)</i>		\$2,400/\$4,800/\$7,200	Out of Pocket Plan Year Maximum <i>(single/ family)</i>	<b>\$1,500 / \$3,000</b>		
Cost Share Maximum <i>(deductible + Coinsurance share maximum)</i>		\$2,800/\$3,600/\$8,200	Lifetime Maximum	Unlimited		
Office Visit Copayment	<b>\$25 per visit</b>	Deductible & Coinsurance	<b>PREVENTIVE CARE</b>			
Hospital Copayment	\$500 per admission	Deductible & Coinsurance	Well child care	No cost share		
Urgent Care Copayment	<b>\$75</b>	Not Covered	Adult Physical examinations	No cost share		
Emergency Room Copayment – <i>waived if admitted</i>	<b>\$100</b>	<b>\$100</b>	<b>Other Preventive Screenings:</b>			
Outpatient Surgery Copayment	<b>\$150</b>	Deductible & Coinsurance	Routine gynecological care: pap smear & pelvic exam	No cost share		
Lifetime Maximum	Unlimited	<b>Unlimited</b>	Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic	No cost share		
<b>PREVENTIVE CARE</b>			Routine Hearing & Vision screening	No cost share		
Well child care	<b>No Copayment</b>	Deductible & Coinsurance	Immunizations and Vaccinations (other than those needed for travel)	No cost share		
<b>Well Child Care (including immunizations)</b>			<b>HOSPITAL SERVICES</b>			
◆ 6 exams, birth to age 1			<b>All Inpatient Admissions</b>		Deductible	
◆ 6 exams, ages 1 - 5 ◆ 1 exam every 2 years, ages 6 - 10			Specialty Hospital – (Rehab) 100 days per member per Calendar Year –additional visits are available once maximum is met, subject to Out of Network cost shares		Deductible	
◆ 1 exam every year, ages 11 - 21			<b>Outpatient Surgery</b> in a licensed ambulatory surgical center	Deductible		
<b>Adult Exams;</b>	<b>No Copayment</b>		<b>DIAGNOSTIC SERVICES</b>			
◆ <b>STANDARD HCR ADULT PREVENTIVE CARE</b>			Diagnostic lab and x-ray	Deductible		
				Deductible & Coinsurance		

AGE 22+ 1 EXAM PER  
YEAR

High Cost Diagnostic Tests  
MRI, MRA, CAT, CTA, PET, and  
SPECT scans

Deductible

Deductible & Coinsurance

			<b>THERAPY SERVICES</b>		
Periodic, routine health examinations	No Copayment	Deductible & Coinsurance	<b>Outpatient Rehabilitation</b>	Deductible	Deductible & Coinsurance
Routine eye exams ( 1exam every 2 years)	\$25 per visit		Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost shares.		
Routine OB/GYN visits (1 visit per Calendar Year)	No Copayment		<b>Allergy Office Visit/Testing</b>	Deductible	Deductible & Coinsurance
Mammography ( 1 exam every calendar year)	No Copayment		Allergy Injections – Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
Hearing screening	No Copayment		<b>MEDICAL EMERGENCY/URGENT CARE SERVICES</b>		
<b>MEDICAL CARE</b>			Emergency Room Treatment	Deductible	Deductible & Coinsurance
Office visits	\$25 per visit	Deductible & Coinsurance	Emergency cost share waived if the Member is admitted directly to the Hospital from the emergency room		
Outpatient mental health & substance abuse - <i>prior authorization required after the 40<sup>th</sup> visit</i>	\$25 per visit		Ambulance- Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible & Coinsurance
OB/GYN care	\$25 per visit		<b>PHYSICIAN MEDICAL/SURGICAL SERVICES</b>		
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	\$25 per visit		Medical Office Visits	Deductible	Deductible & Coinsurance
Diagnostic lab and x-ray	No Charge		Services of a Physician or Surgeon (Other than a medical office visit)	Deductible	Deductible & Coinsurance
High-cost outpatient diagnostic – <i>prior authorization required</i>	\$75 per visit		<b>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>		
<i>The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans</i>			<b>Outpatient Treatment for Mental Health Care and Substance Abuse Care</b>	Deductible	Deductible & Coinsurance
Allergy services <i>Office visits/testing</i>	\$25 per visit		<b>Inpatient Hospital Services</b> In a Hospital or Residential Treatment Center for Mental Health Care		
<i>Injections—80 visits in 3 years</i>	\$25 per visit			Deductible	Deductible & Coinsurance
<b>HOSPITAL CARE – Prior authorization required</b>			<b>Inpatient Rehabilitation Treatment for Substance Abuse Care</b>		

Semi-private room <i>(General/Medical/Surgical/Maternity)</i>	\$500 per admission		In a Hospital or a Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
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Inpatient mental health & substance abuse	\$500 per admission	Deductible & Coinsurance	<b>OTHER MEDICAL SERVICES</b>		
Skilled nursing facility – up to 120 days per calendar year	\$500 per admission		<b>Skilled Nursing Facility</b>		
Rehabilitative services – up to 60 days per person per calendar year	No Charge		Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
Outpatient surgery – in a hospital or surgi-center	\$150 per visit		<b>Private Duty Nursing</b>	Deductible	Deductible & Coinsurance
<b>EMERGENCY CARE</b>			Limited to \$15,000 per Plan Year		
Walk-in centers	\$25 per visit	Deductible & Coinsurance	<b>Immunizations and Vaccinations for Travel</b>	Deductible	Deductible & Coinsurance
Urgent care – at participating centers only	\$75	Not Covered	<b>Prescription drugs –</b> <i>(when purchased from network pharmacy)</i>	After Deductible:	Deductible & Coinsurance per prescription
Emergency care – copayment waived if admitted	\$150	\$150 per visit			
Ambulance	No Charge	No Charge			
<b>OTHER HEALTH CARE</b>					
Outpatient rehabilitative services	\$25 per visit	Deductible & Coinsurance	<b>Retail Pharmacy:</b>	Deductible	Deductible & Coinsurance per prescription
50 visit maximum for Chiro, PT, OT and ST per year.					
Durable medical equipment / Prosthetic devices Unlimited maximum per calendar year			Covered		
Diabetic supplies & equipment	Covered		<b>Mail Order Prescription Drugs:</b>	Deductible	Deductible & Coinsurance per prescription
Infertility services (State Mandated benefit levels)	Covered	Deductible & Coinsurance	The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90 day supply.		
Home health care	No Charge	Deductible & Coinsurance	Diabetic drugs and supplies	Deductible	Deductible & Coinsurance
<b>PHARMACY Retail 30 day supply Mail Order 90 days: 2 times Retail</b>			<b>Human Organ and Tissue Transplant</b>		
<b>Tier 1: Generic Drugs</b>	\$5	Coinsurance	Unlimited Maximum	Deductible	Deductible & Coinsurance
<b>Tier 2: Listed Brand-Name Drugs</b>	\$20	Coinsurance	Home health care		
<b>Tier 3: Non-Listed Brand-Name Drugs</b>	\$35	Coinsurance	Nursing and therapeutic services limited to 200 visits per calendar year	Deductible	Deductible & Coinsurance
<b>Annual Maximum per Calendar Year</b>	\$750	Coinsurance	Home health aide services limited to 80 visits that are (applicable to the 200 visits limit)	Deductible	Deductible & Coinsurance

Rx edits include: age/gender;  
duplicated therapy; Drug to drug  
Interaction; Step Therapy ;  
Quantity Limits; Refill too soon

<b>In the Home Hospice Medical Social Services</b> under the direction of a Physician Up to \$420
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Deductible
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Deductible & Coinsurance
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