

AGREEMENT

BETWEEN

THE TOWN OF BROOKFIELD

AND

THE PUBLIC WORKS HIGHWAY CREW

LOCAL 1303-371 OF COUNCIL #4, AFSCME, AFL-CIO

July, 1 2016 – June 30, 2020

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PREAMBLE

This Agreement has been made and entered into between the Town of Brookfield, State of Connecticut, hereinafter referred to as the “Town”, and Local 1303-371 of Connecticut Council 4 of the American Federation of State, County, and Municipal employees hereinafter referred to as the “Union”.

ARTICLE 1 – RECOGNITION

Section 1.01. The Town hereby recognizes the Union as the sole and exclusive collective bargaining representative with respect to wages, hours of work and other conditions of employment for the employees covered by this Agreement (hereinafter “employee(s)”). The employees covered by this Agreement are all full-time Highway Department employees, excluding supervisory, clerical, seasonal and temporary employees and all others excluded by the Municipal Employee Relations Act.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.01. This Agreement shall not 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 the effective date of this Agreement unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Town’s rights, power and authority include but are not limited to: the right to manage its operation, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or lay-off; the right to make all plans and decisions on all matters involving its operation, the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailment or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operation, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, and to prescribe rules to that effect; to establish and change production standards and quality standards; to determine the qualifications of employees; to regulate quality and quantity of production and to run the Department efficiently.

ARTICLE 3 – UNION SECURITY

Section 3.01. Each employee in the bargaining unit shall, as a condition of employment, become a member of the Union in good standing or pay a service fee as certified by the Union for the duration of this Agreement or any extension thereof within thirty (30) days of the employee's completed probationary period or the effective date of this Agreement, whichever is later.

Section 3.02. Upon receipt of proper written individual authorization received from the President of Local 1303-371, or his or her designee, the Town agrees to deduct monthly Union dues in the amount certified by Local 1303, or service fees, as the case may be, from each member of the bargaining unit who on the payroll. All dues and service fees so collected, together with a report showing the name of each employee and the amount deducted, shall be remitted each month to the person and place designated by an officer of Local 1303. Failure to submit timely written individual authorization shall not prohibit the Town from making retroactive cumulative payroll deductions from bargaining members.

Copies of letters of hire shall be provided to the President of Local 1303-371.

Section 3.03. In consideration of the Town entering into the provisions of this Article, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liabilities or costs, including attorney's fees, to the Town that arise out of entering into or enforcement of this Article.

Section 3.04. One representative of the Union plus one grievant shall be granted leave from duty with full pay for all meetings between the Town and the Union through arbitration for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty.

Section 3.05. Other than as provided herein, no Union official and no employee shall conduct or participate in union business during working hours. Any Union meeting conducted after working hours on Town premises must have the prior permission of the First Selectman or designee.

Section 3.06. No more than two representatives of the Union's negotiating committee shall be given time off at no loss of pay to attend negotiating sessions if such sessions are scheduled during working hours.

ARTICLE 4 – NO STRIKE/NO LOCKOUT

Section 4.01. In accordance with the terms of the Municipal Employee Relations Act, the Union agrees not to strike or withhold services during the life of this Agreement and the Town agrees not to lockout any of its employees. Participation by any employee in an act violating this Section in any way will be a complete cause for immediate discharge.

ARTICLE 5 – PROBATIONARY PERIOD

Section 5.01.

- a. New employees shall serve a probationary period of one hundred eighty (180) days actually worked from the date of hire. After the employee has successfully completed the probationary period, the probationary time shall be counted as part of the seniority period. Probationary employees shall be entitled to all benefits of this Agreement unless enumerated otherwise. Retention of a probationary employee is entirely within the discretion of the Town and such employee shall not have the right to appeal discipline or discharge through the grievance procedure.
- b. Current employees who assume new positions shall serve a probationary period of sixty (60) days actually worked from commencement of new position. In the event an employee who is promoted does not successfully complete the probationary period, he shall be returned to his previous position and rate of pay without loss of seniority and he shall not have the right to appeal. Probationary periods for employees who assume new positions may be extended, upon mutual agreement between the Town and the Union.

ARTICLE 6 – SENIORITY

Section 6.01. Seniority is defined as an employee's most recent period of continuous service in any bargaining unit position.

Section 6.02. An employee's seniority shall be terminated when he:

- (1) Quits;
- (2) Retires;
- (3) Is discharged for cause;
- (4) Obtains a leave of absence by false or misleading statements;
- (5) Is absent from work three (3) consecutive working days without reporting to his supervisor;

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- (6) Exceeds a leave of absence;
- (7) Fails to report to work within five (5) working days after notice of recall;
- (8) Is laid off for a consecutive period exceeding the period of recall rights;
- (9) Any other termination from employment.

Section 6.03. The Town shall prepare a list of regular employees within the bargaining unit showing their seniority and deliver the same to the Union each year.

Section 6.04. Layoff. In the event of a layoff, probationary employees shall be laid off first with no recall rights. Bargaining unit employees shall be laid off in the reverse order of their seniority by department within classification. Employees shall be given a two-week notice of layoff. A laid off employee shall have the right to bump a less senior employee in a lower classification, provided he/she is capable of performing the work.

Section 6.05. Recall. Laid off employees shall retain recall rights for twelve (12) months from the date of layoff and shall be recalled in reverse order of layoff to available positions within their classification.

Section 6.06. Seniority shall accrue during time spent by employees on any leave of absence that is approved with pay. Time spent on leave of absence without pay shall not be part of accumulated service for seniority.

ARTICLE 7 – GRIEVANCE PROCEDURE

Section 7.01. Purpose. The purpose of the grievance procedure shall be to settle employee grievances as early in the procedure as possible.

Section 7.02. Definitions.

- a. A “grievance” is any difference, dispute, or disagreement arising out of the terms of this Agreement.
- b. A “grievant” is the aggrieved employee or employees or the Union.
- c. “Days” shall mean working days.

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Section 7.03. Procedure.

INFORMAL STEP

The employee and/or his/her Union representative may orally present the grievance to and discuss it with the Supt. of Roads and/or with Human Resources for possible resolution prior to initiating the written grievance.

STEP #1

The grievance shall be submitted in writing to the First Selectman or designee. No matter shall be subject to the grievance procedure unless submitted in writing to the First Selectman or designee within fifteen (15) days of its occurrence. The First Selectman or designee may discuss the grievance with the employee and/or the employee's Union representative. The First Selectman or designee shall submit his/her decision in writing to the aggrieved employee within ten (10) working days of receipt of the grievance.

STEP #2

If the Union is not satisfied with the decision rendered by the First Selectman or designee, within ten (10) working days after receipt of that decision, the Union shall notify the Town in writing of its intent to file the grievance for arbitration and submit the grievance to the Connecticut State Board of Mediation and Arbitration. Either party may require any grievance arbitration to be decided by the American Arbitration Association, provided that the party that elects the American Arbitration Association shall pay the arbitrator's fee; if both parties elect the American arbitration Association, then the parties shall split such fee.

The decision rendered by the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement.

Section 7.04. Time limits applicable to the grievance procedure may be waived or extended by mutual agreement of the Town and the Union only if the Step #1 of the grievances was submitted in writing to the First Selectman or designee within fifteen (15) days of its occurrence.

Section 7.05. If the Town fails to provide a written response to the grievance within the time limits of Step 1, the grievance shall be considered denied as of the date the answer is due and the Union may submit the grievance to the next step of the grievance procedure.

ARTICLE 8 – DISCIPLINARY ACTION

Section 8.01. Employees who have completed either a new hire or new position probationary period successfully shall not be discharged or otherwise disciplined except for just cause.

Section 8.02. Employees will receive copies of all written warnings or notices of suspension or discharge as soon as possible. The original will also be placed in the employee's personnel file.

Section 8.03. Disciplinary action may be appealed through the established grievance procedure.

ARTICLE 9 – HOURS OF WORK

Section 9.01. Work Week. The regular work week shall consist of forty (40) hours per week, Monday through Friday, eight (8) hours per day, plus a one-half hour unpaid lunch break. There shall be one (1) paid morning break of 15 minutes. The regular hours of work are 7:00 a.m. – to 3:30 p.m.

Section 9.02. Overtime. All hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be paid at the rate of time-and-one half the straight time rate of the job performed.

Section 9.03.

- a. Highway Department employees shall have first opportunity for snow and ice removal and other emergency and non-emergency overtime. The opportunity to work overtime shall be extended to each bargaining unit employee on a rotational basis. Overtime work shall be divided equally as far as practicable by rotation, provided the employee has the qualifications and ability to perform the required work. Employees who are absent due to illness on the day overtime work is required will be taken off the rotation list for that overtime event.

A copy of the rotation call list shall be posted on the union bulletin board for review. Questions pertaining to the call list shall be submitted to the Supt. of Roads or his designee.

- b. The employee is responsible for supplying the Superintendent of Roads and, in the absence of the Superintendent of Roads, the Road Foreman, with the phone number where he/she can be reached for overtime calls. When overtime is required, the Town will attempt to notify the employee at the last telephone number supplied to the Town.

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- c. Employees will be charged a turn on the rotation list when:
- (1) there is no answer at the telephone number the employee has supplied to the Town, or if the caller reaches an answering device. However, if the employee calls back within 15 minutes and the position is filled, the employee will not be charged a turn;
 - (2) the employee is excused by the Department Head or his designee from performing overtime work.
- d. Employees who are mistakenly missed for overtime will be given priority on the rotation schedule for the next overtime assignment for which they are qualified. In no event shall an employee be paid for overtime not worked.
- e. The Town may deviate from the rotation list for emergency overtime for business needs, such as special expertise possessed by an employee to deal with the emergency, proximity of the employee's home address to the place of the emergency to allow for prompt response time, or for other legitimate reasons. In such an event the employee called out of turn will lose one rotation on the call-in list.

Section 9.04 Callback. Highway Department employees who are called back to work for overtime shall be paid a minimum of three (3) hours at the applicable overtime rate from the time of arrival at the Public Works garage, unless the hours worked are contiguous with their regular work hours in which case they will be paid at the applicable overtime rate for actual hours worked. Individual time sheets shall reflect the actual time each member arrives at the Public Works garage. Both the Town and the Union acknowledge and accept that individual travel time from home to the garage will differ from employee-to-employee. In the case of callback work, a supervisor responding to an emergency callback may perform bargaining unit work if the work is minimal, does not require more than one person, and may be completed in a short period of time.

Section 9.05 Meal Allowance and Meal Breaks. During weather-related emergencies which occur outside of regularly scheduled hours, the Town shall provide employees with meal vouchers in the amount of \$7.00 per meal (Monday through Friday) and \$9.00 per meal (Saturdays, Sundays and Holidays) for the purchase of meals on the day of the emergency. The Town shall comply with all applicable regulations governing time limits for drivers and meal periods.

ARTICLE 10 – LEAVES OF ABSENCE

Section 10.01. Jury Duty. Employees who are called for jury duty shall be granted a leave of absence for such periods as is required, and shall be paid the difference between their

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regular base pay and the amount received for jury duty. Employees shall provide the Human Resources Department with proof of amounts received for jury duty.

Section 10.02. Military Leave.

- a. In the event an employee is called to active military service, the re-employment rights provided by federal law will apply, except in the event of a dishonorable discharge.
- b. Employees summoned for training duty with any armed forces reserve corps program or national or state guard training program shall be paid the difference between pay received for such duty and regular base pay from the Town. This pay shall not exceed two (2) weeks of training leave annually. Employees shall provide the Human Resources Department with verification of amounts received for military training duty.
- c. Employees shall supply the Human Resources department with copies of military orders.

Section 10.03. Funeral Leave. Employees, upon request, shall receive five (5) work days in succession for attendance at a funeral because of the death of a spouse, child or step-child; three (3) work days because of death of a mother, father, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew or step-parent.

Section 10.04. Leave of Absence Without Pay. The First Selectman may grant a leave of absence without pay for a period not to exceed fifty (50) working days to any employee upon written request of the employee. An employee who is granted a leave of absence without pay of fifty working days or less shall be reinstated to the position held at the time the leave was granted. An employee granted a leave of absence without pay may continue the Town's medical insurance coverage at his own expense unless otherwise provided by law.

Section 10.05. Family and medical leave shall be administered in accordance with applicable law and Town policy. The Town reserves the right to coordinate compensation, benefits and policies concurrently as applied to all employee leaves.

ARTICLE 11 – PERSONAL TIME/SICK LEAVE

Section 11.01. The benefits described herein are designed for the economic protection of Town employees. They are not intended to be expended as vacation or holiday leave, but designed to provide uninterrupted income for time periods that are lost due to illness. Leave taken under this section on a feigned illness basis can result in a loss of pay and possible disciplinary action.

Section 11.02. On a fiscal year basis employees shall accrue one (1) day of sick leave for each month of full-time service (12 days per year); and five (5) personal days per year.

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Employees may carry over up to a maximum of ninety (90) sick days. Long Term Disability shall continue to be available, as previously, after ninety (90) consecutive calendar days of absences. Beginning on the ninety-first (91st) calendar day of absence, employees who are absent due to non-work-related illness or injury may be eligible for long term disability benefits per the terms of the Town of Brookfield Long Term Disability Policy. The insurance company for the Town of Brookfield will insist that employees who are receiving long term disability benefits be retrained to perform another job.

Section 11.03. Employees must report absences to the Superintendent of Roads, his/her designee or the Human Resources Department at the start of the shift in order to qualify for sick pay. Failure to report could result in loss of pay.

Section 11.04. Whenever the Town reasonably suspects abuse of sick leave, the Town may require the employee to present a doctor's certificate certifying the employee's need to be absent from work on the day(s) in question or may take other action designed to monitor the appropriate use of the sick leave benefit. If, in the judgment of the Town, there is any misuse of sick leave benefits, it shall be grounds for disciplinary action up to and including dismissal as well as loss of pay for the days for which misuse is substantiated.

Section 11.05. If an employee is absent as a result of injuries incurred in the performance of his/her duties and is eligible for Workers' Compensation lost time benefits, then for any uncontested Workers' Compensation claims for which there is a delay in payment from the Workers' Compensation carrier, the Town will continue to pay the employee his/her wages for up to a maximum of thirteen (13) weeks or until the payments from the carrier commence, whichever occurs first, provided that the Town will be made whole once the carrier makes retroaction payment of the uncontested amounts. This provision shall not apply to contested claims.

Section 11.06. If any illness or injury results in the absence of an employee from work for more than one year duration, the employee may be terminated. An employee who is absent due to job-related or non-job-related illness or injury must keep the Human Resources Department advised of the status of the disability by providing periodic medical documentation including, but not limited to, the diagnosis and expected duration of the disability, dates of treatment, prognosis for return to work and whether the employee has reached maximum medical improvement and the extent to which he/she will be able to fully perform the duties of the position held on the date of disability. The Town may refer the employee for a medical evaluation by a second physician selected and paid for by the Town. If there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the Town, a third medical opinion shall be obtained from a physician mutually selected by the Town and the Union. Any portion of the third medical evaluation not paid for by the employee's medical insurance shall be paid by the Town. The third medical opinion shall prevail. In the event an employee refuses to provide medical documentation or to report for the evaluations, the employee may be terminated effective the date of the refusal.

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If medical substantiation indicates illness or injury may result in the absence of an employee from work for more than four (4) months but less than one (1) year, and the Town deems it necessary to fill the long-term temporary vacancy, the Town and the Union agree that upon return of the ill or injured employee, termination of the long-term temporary employee shall be deemed just cause, and the long-term employee shall not have the right to appeal discipline or discharge through the grievance procedure, provided that this shall not prevent the Town from terminating an employee who is unable to return to work in less than one (1) year if medical evidence indicates that the employee is unable to return to work.

Section 11.07. The Town of Brookfield Return to Work Program shall apply to all employees injured in the performance of their duties, per recommendations of the treating Workers' Compensation physician, provided that nothing contained in the Program shall require the Town to make up work which would not otherwise need to be performed as determined by the Town.

ARTICLE 12 – HOLIDAYS

Section 12.01. The following days shall be observed as holidays and shall be granted with pay.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 12.02. Holidays shall be observed as officially designated. When a holiday is designated on a Saturday, it shall be celebrated the preceding Friday. When a holiday is designated on a Sunday, it shall be celebrated the following Monday.

Section 12.03. When a holiday occurs during an employee's regularly scheduled vacation, said holiday shall not be charged against the employee's earned 'vacation time.

Section 12.04. To be eligible for holiday pay, an employee must work the last scheduled work day prior to and the next scheduled work day after such holiday unless the employee is on authorized vacation or authorized sick leave.

Section 12.05. In addition to holiday pay, an employee who works on President's Day, Thanksgiving Day, Christmas Day and/or New Year's Day shall be paid at the rate of two (2) times the employee's straight time wages for all hours worked. In addition, to holiday pay, an

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employee who works on any other holiday listed above shall be paid at the rate of one-and-one-half (1.5) time the employee's straight time wages for all hours worked.

ARTICLE 13 – VACATION

Section 13.01. Amount of Vacation. Full-time employees shall be eligible for a paid vacation as follows:

- a. After one (1) year of continuous service, ten (10) days.
- b. After five (5) years of continuous service, fifteen (15) days.
- c. After ten (10) years of continuous service, twenty (20) days.
- d. For every year after 15 years of continuous service, the employee shall accrue one vacation day for each year worked to a maximum of twenty-five (25) days.

Full-time employees hired on or after July 1, 2010 may earn up to a maximum of twenty (20) days vacation in accordance with the schedule referenced above.

Section 13.02. The vacation year shall extend from July 1st through June 30th of each fiscal year. When additional vacation is due, it is not credited until the anniversary date occurs.

Section 13.03. Annual vacation that has been accrued and is not used prior to an employee's termination shall be paid to the employee at termination or, in the case of death, to the employee's beneficiary.

Section 13.04. Payment of salary in lieu of vacation shall not be made, since the purpose of vacation is rest and relaxation.

Section 13.05. Scheduling of Vacation. All vacation is subject to the approval of the Superintendent of Roads. Employees shall request vacations through the Superintendent of Roads at least two (2) weeks in advance with preference given in order of seniority. Requests and approvals shall be in writing. Notwithstanding the foregoing, employees may request three or fewer days of vacation which may be approved by the Superintendent of Roads, provided the employee has requested the vacation days at least twenty-four (24) hours in advance and subject to the needs of the department. In the case of an emergency, notice provisions may be waived.

Section 13.06. No Accumulation of Vacation. Vacation must be taken in the fiscal year in which it is accrued and may not be accumulated from year to year. However, up to five (5) days of vacation may be carried over at the end of the fiscal year, provided said vacation days are taken by December 31st of the same calendar year or else will be forfeited.

ARTICLE 14 – INSURANCE/PENSION

Section 14.01. Health Insurance. The Town shall maintain a health insurance plan for each full-time employee and where applicable their eligible dependents.

Employees shall pay, by payroll deduction, the following percentage of premium (or equivalent) costs of the benefits they elect: (1) 17% effective July 1, 2016; (2) 18% effective July 1, 2017; (3) 19% effective July 1, 2018; (4) 20% effective July 1, 2019.

Payments will be deducted from employee's paychecks.

The Town shall implement and maintain a "Section 125" Salary Reduction Agreement, which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Town makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligations to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Union shall not extend to acts that may be committed by the Town or its agent(s) other than acts in furtherance of the I.R.S. Section 125 plan.

Section 14.02

- a. **Long Term Disability Insurance** The Town shall maintain for full-time employees a long term disability insurance plan comparable to the plan in existence at the time this Agreement is signed.
- b. **Life Insurance and Accidental Death** The Town shall maintain for full-time employees life and accidental death and dismemberment insurance in the amount of Seventy Five Thousand (\$75,000.00) Dollars.
- c. **Life Insurance for retirees** Upon the employees normal retirement from the Town of Brookfield at age 62 or older, the Town will provide a life insurance policy naming the employee as the insured in the amount of Eight Thousand (\$8,000.00) Dollars.

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Section 14.03 Change of Carrier. Nothing in the Agreement shall prevent the Town from changing insurance carriers or from self-insuring, provided the levels of benefits are at least comparable to those provided by the existing insurance programs. In addition to the above right of the Town, the Town may also institute any carrier and/or plan changes and may self-insure any of these benefits with advance notice to employees and the Union, provided that in no event shall the plan terms and benefits offered to bargaining unit employees be different from the terms and benefits of the plan offered to non-union employees of the Town.

Section 14.04 Pension Plan. The “Pension Plan Guide for Employees of the Town of Brookfield” is the pension plan for all eligible employees.

Section 14.05 Deferred Compensation Plan. The Town agrees to provide a deferred compensation plan for all employees who choose to participate. The plan shall conform to guidelines set forth by law for Governmental Deferred Compensation Plans.

Section 14.06. Newly hired employees who are eligible for health and life insurance coverage shall be eligible after whatever waiting period is applicable under the terms of the Town’s health and life insurance plans or the first day of the month following the month in which the probationary period is completed, whichever comes first.

Section 14.07.

- a. Employees who retire between age 62 and age of eligibility for Medicare and are eligible for a Town of Brookfield Pension Plan benefit, may continue medical coverage in the Town plan for the retiree and spouse up to age of eligibility for Medicare at the retiree’s expense. Provided however if at the time of his/his retirement between age 62 and age of eligibility for Medicare, such employee had 20 years or more of service with the Town of Brookfield and was a participant in the health insurance plan for the Town of Brookfield for at least five (5) years, then between the dates of said retiree’s 62nd birthday through his/her 65th birthday, the Town shall pay 55% of the retiree’s medical insurance costs for such coverage and the retiree shall pay the remaining 45%. Such employee, at the age of Medicare eligibility, may participate in the Town of Brookfield Medical Supplemental Health Insurance Plan under the terms set forth in B below.
- b. If an employee retires from the Town of Brookfield at age of Medicare eligibility, having attained at least 20 years of service with the Town and further provided the retiree was a participant in the health insurance plan for the Town for at least five (5) years, the employee may participate in the Town of Brookfield Medicare Supplemental Health Insurance Plan, if at the time of retirement the employee is 100% vested in the Town Pension Plan, and the employee provides proof of Medicare Parts A and B coverage. Coverage is provided for both the employee and spouse and the benefits provided shall be the same as those offered to non-union employees who retire from service with the Town, as such benefits may change from time to time. The Town shall pay 75% of the premium for the retiree and 70% of the premium for the spouse, or in lieu of providing

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supplemental Medicare benefits, the Town may decide to provide eligible retirees a payment in the same amount provided to non-union employees who retire from service with the Town, which the retiree may use for the purpose of purchasing supplemental Medicare benefits.

The opportunity for such insurance continuation shall be offered to the retiree one time only and must be elected at the time of retirement. Failure of the retiree or spouse to pay his or her share of monthly Allocation Rate on a timely basis shall result in cancellation of coverage. To be timely, a payment must be received in good funds before the 10th of each month.

- c. Employees who are members of the bargaining unit on June 30, 2010 shall continue to be eligible to receive the benefits set forth above. Employees who become members of the unit on July 1, 2010 or thereafter shall not be eligible for any Town contribution to any post-employment health (or other) insurance benefits, as set forth above.

Section 14.08. The Town has agreed to provide to each employee a pension certificate that lists the employee's name, social security number, date of birth, employment date, pension plan participation effective date, beneficiary, 50% vested date, 100% vested date and the employee's accumulated payroll deduction for pension as of December 31st of each year. In addition, the Town will provide a yearly calendar statement showing the pension wages earned by the employee and the amount of the pension deduction.

Section 14.09. Employees may choose to opt-out of the Town's Health Insurance Program. Those choosing such option will receive an annual payment of \$1,200 to be paid in monthly installments of \$100 each in the first pay period of each month. This option will be available two times a calendar year on July 1, and January 1st.

Applications of such option must be submitted in writing to the personnel office at least one month in advance of intent to exercise this option. Annual payment will be prorated according to the month of "opt out".

Re-entry into the Town's Health Insurance Program can be applied for in writing at the personnel office at any time and will be granted subject only to the waiting period, if any, of the Health Insurance Program's rules and regulations. Upon re-entry into the Town's Health Insurance Program or upon termination of the employee being "opted" payments shall cease.

Spouses, both of whom are employed by the Town, shall be entitled to a single family health insurance coverage or each to individual health insurance coverage. In the event that the spouses opt for the family coverage, they shall be entitled to one health insurance "opt out", as referenced above.

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ARTICLE 15 – WAGES

Section 15.01. Employees shall be paid in accordance with the following hourly wage schedule:

Title	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019
Driver	\$26.18	\$26.70	\$27.30	\$27.98
Crew Leader	\$26.66	\$27.19	\$27.80	\$28.50
Asst. Mechanic	\$26.90	\$27.44	\$28.06	\$28.76
Mechanic	\$27.59	\$28.14	\$28.77	\$29.49
Road Foreman	\$29.08	\$29.66	\$30.33	\$31.09

Section 15.02. New Hires. The Town may establish starting rates up to 15% less than the scheduled rate for the 180-day probationary period. For employees who have satisfactorily completed the probationary period, the Town may establish rates up to 10% less than the scheduled rate for the next 9 months of employment and up to 5% less than the scheduled rate for the next 12 months of employment.

Section 15.03. Any employee who is assigned and works in the following positions for eight (8) hours or more shall receive the following additional stipend per hour:

Crew Leader - \$.25
Road Foreman - \$.75

Section 15.04. All payments for wages earned are paid electronically on a bi-weekly basis to the employee's designated bank account and the Employee shall cooperate in effectuating this provision. The Town agrees to being paying employees on a bi-weekly basis at the time it transitions other Town employees to such payroll cycle.

ARTICLE 16 – MISCELLANEOUS PROVISIONS

Section 16.01. Whenever used in this Agreement, personal pronouns shall mean reference to both genders.

Section 16.02. The Town shall continue present practices concerning on-the-job training in the Highway Department.

Section 16.03. The Town shall provide the Union access to one bulletin board in the Highway Garage.

Section 16.04. Job vacancies within the bargaining unit shall be posted on the Highway Department bulletin board. In the event the vacancy will be advertised to the general public, it shall be posted for at least five (5) calendar days prior to the advertisement.

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Section 16.05. Employees not in the bargaining unit may perform custodial and maintenance work at the Highway Garage provided employees have the required skills.

Section 16.06. Safety and Health Committee. The Highway Union will designate two employees as members of the Town of Brookfield Safety & Health Committee. The Union may also designate a third employee as an alternate member. Meetings will be held quarterly.

Section 16.07. The Town shall continue the past practice concerning the repair or replacement of mechanics' personal tools which are damaged while being used for Town work or which are stolen from Highway Department premises. The Town shall also continue to maintain an inventory of unique tools required for specialized work as determined and approved by the Supt. of Roads.

The following common tools shall be the responsibility of the Mechanic and Assistant Mechanic to provide on-the-job:

- ½" sockets, standard & metric
- ¼" sockets, standard & metric
- 3/8" sockets, standard & metric
- Allen wrenches, standard & metric
- Assorted Pliers
- Assortment screw drivers
- Chisel
- Files
- Hacksaw
- Hammers
- Open end-combo wrenches, standard & metric
- Punches
- Torx sockets

Section 16.08. The Union recognizes the past and current practice of bargaining unit work being performed by the Superintendent of Roads, seasonal and temporary employees and subcontractors.

Section 16.09. Employees shall be required to wear safety shoes, clothing, equipment and gear while at work as directed by the Town. The Town shall provide employees with appropriate safety gear and shall replace any safety gear that is damaged or worn out.

Section 16.10. Employees shall possess a Commercial Driver's License (CDL) in good standings at all times and shall provide a copy of his CDL license and CDL medical examiner's certificate to the Human Resources Office upon each renewal. Suspension of a Commercial Driver's License may be deemed just cause for disciplinary action, up to and including termination, provided that any employee that cannot pass his medical exam shall be given up to

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an additional sixty (60) days to do so and during this sixty (60) day period such employee may elect to be placed on unpaid leave; or may elect to take paid vacation time (to the extent available); or, to the extent the Town has alternative work available not requiring the CDL, then may perform such work and be paid at the appropriate rate of pay for such duties.

Section 16.11. In the event of a Town Hall closure due to inclement weather, employees who are on duty at the time of the closure shall receive compensatory time off (straight time) equal to the amount of time off received by Town Hall employees.

Section 16.12. Volunteer Fire and Ambulance Duty. The Union recognizes that the Town unilaterally establishes and amends its policy and must comply with Section 7-322b of the Connecticut General Statutes regarding volunteer fire and/or ambulance response by employees during working hours.

Section 16.13 Separability. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein shall become inoperative or fail by reason of invalidity of any other portion or provision and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

Section 16.14. All Highway Department employees shall be subject to abide by the terms of the Town of Brookfield Substance Abuse Policy Implementing The Federal Omnibus Transportation Act Regulations which apply to employees performing safety sensitive functions.

Section 16.15. The Town shall continue its current practice governing the provision of uniforms or a clothing reimbursement of up to \$255 to employees per fiscal year. Each employee shall receive an annual shoe reimbursement of \$145 per fiscal year. Newly hired employees on probation are not eligible for clothing/shoe reimbursement. Employees may continue to utilize the current purchase order system or may seek reimbursement for purchases made, provided that shoes purchased must qualify as steel toed safety shoes.

Section 16.16. Labor Management Committee. A Labor/Management Committee shall be established for the purpose of discussing areas of mutual concern. The committee shall consist of two members of the Union, of the Union's choosing, and two Town Representatives. The committee shall meet upon mutual agreement. If the meeting is during working hours, Union representatives shall be given time off without loss of pay to attend.

Section 16.17. Routine vehicle maintenance shall be limited, not to include: adjustments of brakes, clutches, steering, driveline and/or components, motor work, and installation of radios or new lights. The aforementioned work shall be performed by the Mechanic or Assistant Mechanic.

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Section 16.18. Termination of employment by bargaining member: shall be in writing, and shall identify the last day of employment, for personnel files. Terminations shall be submitted to the Supt. of Roads. Bargaining members shall submit to the Supt. of Roads all Town property, e.g., cell phones, beepers, building keys, gas pump access cards, etc. on or before the last day of employment.

ARTICLE 17 – FULL AND COMPLETE AGREEMENT

Section 17.01. The parties acknowledge that during the negotiations that resulted in this Agreement each party had the unlimited right and opportunity to make demands and offer proposals with respect to all matters subject to collective bargaining. All understandings which have been arrived at in the exercise of this collective bargaining process are set forth in this Agreement. Consistent herewith, the Town and the Union agree that this Agreement is a complete Agreement and that all matters concerning wages, hours and conditions of employment have been bargained.

Section 17.02. This Agreement may not be amended or modified in any respect unless said amendment or modification is set forth in a written document signed on behalf of the parties to this Agreement by their duly authorized officers and representatives.

Section 17.03. Any item not covered in this Agreement may be governed by existing written ordinances, policies, rules or regulations of the Town. Where any ordinance, policy, rule or regulation of the Town is in conflict with any specific provision of this Agreement, this Agreement shall prevail.

Section 17.04. As of the effective date of this Agreement, all past practices, procedures and customs not specifically incorporated in or protected by this Agreement are hereby rendered null and void.

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ARTICLE 18 – DURATION

Section 18.01. This Agreement shall be in full force and effect upon signing and shall remain in effect through June 30, 2020. Thereafter, this Agreement shall be considered automatically renewed for successive periods of one year, unless either party shall, on or before 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 and their representatives have affixed their signatures hereto.

TOWN OF BROOKFIELD

**LOCAL 1303-371 OF COUNCIL #4
AFSCME, AFL-CIO**



Stephen Dunn, First Selectman



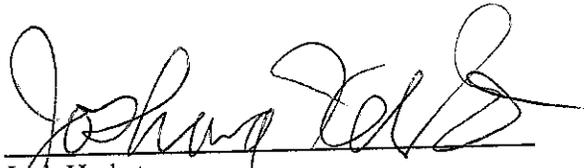
Chris Lewis, President

Date: 9/14/2016

Date: 9-15-16



Witness



Josh Herbst
Council 4, AFSCME Representative

Date: 9/14/16

Date: 9/15/16