



Town of Cheshire
The bedding plant capital of Connecticut

AGREEMENT

by and between

THE TOWN OF CHESHIRE

and

**LOCAL 1303-374 OF COUNCIL 4
AFSCME, AFL-CIO**

July 1, 2016– June 30, 2020

COUNCIL **4**
In the Public Service

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PREAMBLE

This Agreement is entered into by and between the Town of Cheshire, hereinafter referred to as the Town and Local 1303-374 of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I RECOGNITION

Section 1.1

The Town recognizes the Union, pursuant to the provisions contained in the Municipal Employee Relations Act ("MERA"), as the sole and exclusive representative for the purposes of collective bargaining on matters pertaining to wages, hours and other conditions of employment for all non-supervisory employees not included in other bargaining units and excluding the Executive Secretary to the Town Manager, Department Heads, Youth Activity Coordinator, Collector of Revenue, Assessor, Deputy Director of Finance, Senior Services Coordinator, Assistant to the Town Manager, all Professionals, all Library employees, all employees who work fewer than twenty (20) hours per week, and all other employees excluded under the MERA.

ARTICLE II RIGHTS AND RESPONSIBILITIES OF THE TOWN OF CHESHIRE

Section 2.1

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town of Cheshire pursuant to any charter, general or specific statute, ordinance, regulation or other lawful provisions, over the complete operations, practices, procedures and regulations with respect to employees of the Town, shall remain solely and exclusively in the Town, including, but not limited to, the following:

To determine the standards of services to be offered by Town employees; to determine the standards of selection for Town employment; to direct its employees; to take disciplinary and/or corrective action; to relieve its employees from duty because of lack of work or other legitimate reasons; to issue rules and regulations; to maintain the efficiency of governmental operations; to determine work schedules; to determine the method, means and personnel by which the Town's operations are to be conducted; to determine the content of job classifications, provided that upon request the Town agrees to bargain with the Union concerning the impact of any significant changes the Town makes to job classifications in accordance with legal requirements; to exercise complete control and discretion over its organization and technology for performing its work; and to fulfill all its legal responsibilities. The Town reserves the right to continue to use employees outside the bargaining unit to perform bargaining unit work in accordance with past practice.

ARTICLE III UNION SECURITY

Section 3.1

The Town agrees to deduct from the pay of all its full-time and part-time employees, who in writing authorize such deductions from their wages, such membership dues, initiation fees, reinstatement fees, and service fees, as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing by certified mail to Council 4 or the President of the Local to be given sixty (60) days prior to the expiration date of the contract and to take effect upon termination of the Agreement.

Section 3.2

All employees, full time and part-time in the collective bargaining unit who are not members on the effective date of this clause shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee, as may be fixed by the Union. All employees, full-time and part-time in the collective bargaining unit who are members of the Union on the effective date of this clause but who hereafter cease to be Union members, shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee as may be fixed by the Union.

Section 3.3

The deduction for any month shall be made during each payroll period of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, no later than the fifth (5th) business day after which such deductions have been made.

Section 3.4

The Employer's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement, except that deductions shall be resumed if a terminated employee is recalled or reinstated.

Section 3.5

The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, action taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE IV SENIORITY, LAYOFF AND RECALL

Section 4.1

Seniority shall be defined as the length of an employee's continuous service with the Town of Cheshire. All new employees seniority shall be from the date of hire in bargaining unit positions. Seniority shall be broken by either discharge, voluntary termination, or termination of recall provision rights.

Section 4.2

The Town will, during the month of June of each year, furnish the Union with a seniority list showing the length of service of employees in the bargaining unit.

Section 4.3

No employee shall obtain seniority until he or she has completed a probationary period during which he or she shall have worked for the Town for a period of one hundred twenty (120) calendar days.* Following the completion of the probationary period, an employee's seniority shall be retroactive to that employee's most recent date of hire. During the probationary period, the probationary employee shall be covered by all terms and conditions of the Agreement, except that a probationary employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his or her behalf, shall have recourse to the grievance procedure of this Agreement.

* For the purpose of this Article and Section: if an employee works any part of a day, including Saturdays, Sundays, and holidays, that day shall count as one full day towards the one hundred twenty (120) calendar days.

Section 4.4

A. When the Town determines that layoffs are necessary, they shall take effect in the inverse order of seniority in the classification affected in the following order:

1. Temporary and seasonal employees;
2. Part-time probationary employees;
3. Full-time probationary employees; and
4. Regular employees

For the purpose of layoff only part-time employee seniority shall be pro-rated (i.e. a part-time employee with 10 years of part-time continuous service shall be credited with 5 years of full-time service).

B. Employees who are laid off shall have bumping rights, provided they have more seniority than the person bumped, as follows:

1. The employee may bump another employee in the same classification in the same department.
2. The employee may bump another employee in the same classification in a different department.
3. The employee may bump another employee in a lower classification in the same department.
4. The employee may bump another employee in a lower classification in a different department.
5. The employee may bump a non-bargaining unit employee performing bargaining unit work within the same classification.

An employee who has bumping rights must elect his/her right to bump in the order set forth above. Any employee who declines to accept the first available bumping opportunity, as set forth above, shall be laid off.

C. A full-time employee may bump a part-time employee, provided the full-time employee has more seniority. Part-time employees may bump only part-time employees. No employee may bump into another position or classification unless the bumping employee has the present ability to perform the work of the position into which the employee seeks to bump.

D. For the purposes of this Section, there shall be eleven (11) departments as follows: Animal Control, Building, Finance, Fire Department, Human Services, Park/Recreation, Planning & Zoning, Police Department, Public Works, Town Clerk, Water Pollution.

E. For the purpose of this Section, a "part-time" employee includes any employee regularly scheduled to work in excess of 20 hours per week, but fewer than 35 hours.

F. An employee exercising bumping rights under this provision shall be given a 90 calendar day probationary period to demonstrate his/her ability to perform the job requirements. If the employee fails to demonstrate an ability to perform the job during this probationary period, then the employee shall be laid off. If a vacancy exists in a lower classification at the time the employee would otherwise be laid off, the Town shall offer the employee an opportunity to perform such job provided the employee meets the qualifications of the position, subject to an additional 90 calendar day probationary period. If the employee fails to demonstrate an ability to perform the job during this probationary period, then the employee shall be laid off.

- G. An employee who bumps into a lower classification shall be paid at the rate of pay for the lower classification which is closest to, but not higher than, the employee's rate of pay in the former job classification.

Section 4.5

- A. The names of all employees on lay-off shall be placed upon a recall list to be maintained by the Town Manager or his/her designee. Employees shall be entitled to recall for a period of 24 months from the date of their lay-off, except as provided below. During this time, such employees shall only be entitled to be recalled in order of seniority, provided that no employee shall be guaranteed any job under this Agreement.
- B. An employee who has been laid off shall be responsible for keeping the Town informed as to his/her current address. The Town shall only be required to send any recall notice to the address, which is maintained in the Town's employment records. If that notice is returned as not deliverable, he/she shall be no longer eligible for recall and he/she shall have his/her name removed from the recall list.
- C. An employee notified that an opening exists shall have five (5) working days from his/her receipt of the recall notice which shall be sent by certified mail, return receipt requested, to notify the office of the Town Manager of his/her availability. The recalled employee must then report to work within fifteen (15) working days from the receipt of the recall notice or shall no longer be eligible for recall and he/she shall have his/her name removed from the recall list.
- D. An employee shall be recalled by seniority within the classification he/she was laid off from or to a job in a lower classification providing the employee has the ability to perform such work required within a 45-day working period. Such employee recalled to a lower classification shall maintain recall to the classification he/she was laid off from for the remaining period of his/her recall right period and will be given the first opportunity to return to said position in accordance with their seniority.

ARTICLE V JOB POSTING

Section 5.1

When the Town determines that a permanent or temporary vacancy of thirty (30) days or more exists and that it is going to fill the position, the Town will follow the procedure set forth below. For purposes of this Article, a permanent vacancy includes the creation of a new position in the bargaining unit and/or the replacement of a previous incumbent as a result of a termination, promotion or demotion.

Section 5.2

All vacancies and positions covered by this Agreement shall be posted for a period of five (5) working days on bulletin boards in Town Hall, and each building where bargaining unit employees are assigned before the Town may act to fill such vacancies. A copy of job postings shall be given to the Union President or his/her designee.

Section 5.3

Employees who desire to be considered for appointment to any such vacancy must submit their applications to the Department Head indicated by not later than the conclusion of the posting period specified above. Union representatives may place into application the name of any employee who is absent from work during the posting period.

Section 5.4

The Town will appoint the applicant who possesses the greater skill (including technical skill and ability to get along with other people, including the public) and ability including, but not limited to, reliability and demonstrated performance, based upon a written exam, an oral exam and/or a practical exam and past employment records. If two applicants are equal in skill and ability, as defined above, then the applicant with the greater seniority in the bargaining unit shall be offered the position. The Town may fill a permanent vacancy from outside the bargaining unit if no qualified applicant applies from within the bargaining unit.

Section 5.5

The promoted employee shall be given a probationary period of ninety (90) calendar days. If the employee fails to satisfactorily complete the probationary period, he/she will be returned to his/her former position, provided that the position is still in existence or will be allowed to exercise such bumping rights as are provided for by Article IV of this Agreement.

The probationary period may be extended by an additional thirty (30) calendar days if the employer reasonably believes that ninety (90) calendar days are not sufficient to determine if the employee is able to satisfactorily meet the requirements of the position.

Section 5.6

In the event that an employee, in exercising his/her option to fill a vacancy, makes a lateral or downward move in job grade, then the employee will retain his/her existing rate of pay in the new position as long as the existing rate of pay does not exceed the maximum rate for the new position. If the employee's existing rate exceeds the maximum rate for said position then the employee will be placed at the maximum rate of pay for the job grade of the new position.

In the event that an employee is bumped downward in job grade due to layoffs or elimination of his/her position, the employee will retain his/her existing rate of pay in the new position except if the existing rate is higher than the maximum rate of pay for the new job grade. If the employee's

existing rate exceeds the maximum rate for said position then the employee will be placed at the maximum rate of pay for the job grade of the new position.

If an employee is promoted in job grade to fill a vacancy, the employee will be compensated at a rate that is equal to at least five percent (5%) greater than the employee's current rate or the minimum of the new job grade, whichever is greater.

ARTICLE VI HOURS OF WORK AND OVERTIME

Section 6.1

- A. The regular hours of employment for most full-time employees shall be thirty-five (35) hours per week, generally divided equally over five working days of seven (7) continuous hours each day, Monday through Friday. Employees will receive a one-half (1/2) hour unpaid meal break each working day and one ten (10) minute rest break during each half day of the daily schedule as time actually worked. Said breaks shall be taken at such times as determined by the Department Head or his/her designee.
- B. Employees currently working forty (40) hours per week will continue to work forty hours per week, generally divided equally over five working days, Monday through Friday, with eight (8) continuous hours per day. Employees will receive a half (1/2) hour unpaid meal break each working day and one ten (10) minute rest break during each half day of the daily schedule as time actually worked. Said breaks shall be taken at such times as determined by the Department Head or his/her designee.
- C. Employees currently working thirty-seven and a half (37½) hours per week will continue to work thirty-seven and a half (37½) hours per week, generally divided equally over five working days, Monday through Friday, with seven and a half (7½) continuous hours per day. Employees will receive a half hour (1/2) unpaid meal break each working day and one ten (10) minute rest break during each half day of the daily schedule as time actually worked. Said breaks shall be taken at such times as determined by the Department Head or his/her designee.

Section 6.2

The regular hours of employment for part-time employees shall be determined by the Town, but generally shall be Monday through Friday between 8:00 A.M. and 4:30 P.M.

Section 6.3

- A. The Town shall determine when overtime shall be worked. For employees who are normally scheduled to work between twenty (20) and thirty-five (35) hours per week, employees shall be paid at a minimum of one and a half (1 ½) his/her normal hourly rate of pay for all hours worked in excess of thirty-five hours in a week. For employees normally scheduled to work thirty seven and one half (37.5) hours per week, employees

shall be paid at a minimum of one and one half (1 ½) his/her normal hourly rate of pay for all hours worked in excess of thirty-seven and one half (37.5) hours in a week. For employees normally scheduled to work in excess of forty (40) hours per week, employees shall be paid at a minimum of one and one half (1 ½) his/her normal hourly rate of pay for all hours worked in excess of forty (40) hours per week. This is inclusive of any paid leave provisions under the terms and conditions of this Collective Bargaining Agreement in excess of his/her normally scheduled work week and in excess of his/her normally scheduled work day, except to the extent the employee works on the extended day provided for in this Agreement. Employees may request compensatory leave equivalent to one and one half times the hours worked in excess of the normal work week in lieu of payment to be taken at a time mutually agreeable to the employee and the Department Head at some point during the fiscal year and not be accumulated in an amount no greater than the total number of hours worked regularly by the employee each week.

B. Compensatory time may be taken in one (1) hour increments.

Section 6.4

An employee shall be paid at the rate of twice his/her normal rate of pay for all hours worked on Sundays and for all hours worked on holidays, as specified in this Agreement, in addition to holiday pay.

Section 6.5

Any employee, who is called back to work outside his/her normal working hours for unscheduled overtime and who reports to work, shall be paid a minimum of three hours pay at the appropriate rate. An employee who is called into work shall be paid from the time he/she reports for duty, plus an additional thirty (30) minutes, at the appropriate rate of pay in lieu of Section 31-76b of the State Statutes. This provision shall not apply when the regular work day is extended before its start or at its end.

Section 6.6

Except in emergencies and any other unplanned situations, the Town shall notify employees of planned overtime the day before the overtime work is scheduled.

Section 6.7

Employees, who are assigned in writing by their supervisor to work in a higher pay classification, shall receive wages fifteen (15%) per cent greater than their own current rate provided they work in the pay classification for a minimum of a full working day. Employee may elect not to assume the assignment to the higher classification. However, if all employees refuse the assignment, the junior qualified employee will be appointed.

Section 6.8

The regular work day for full-time employees will normally commence at 8:30 a.m. and end no later than 4:00 p.m. For certain classifications of employees (Van Drivers, Fire Inspector, Animal Control Officer, and Deputy Fire Marshal) who are normally scheduled for 37.5 hours or more, the work day will vary from the above times. To best serve the general public, the Police Chief reserves the right to adjust the working hours of the Records Clerk to cover the hours of 7:00 a.m. to 4:30 p.m. so that a clerk may work 7:00 a.m. to 2:30 p.m., another clerk may work 8:00 a.m. to 3:30 p.m. and another clerk may work 9:00 a.m. to 4:30 p.m. The parties agree that in the interest of providing improved service to the public, the Town may alter the ending times of the work day once per week. The Town reserves the right to close its offices no later than 7:00 p.m. For employees whose schedules are adjusted for a late closing, the Town may permit them to leave work early or report to work late to compensate them for any extended day (which is more than their normally scheduled work day) on an hour for hour basis during the payroll period, unless work requirements demand otherwise. In those cases the employee will be paid for the extra hours worked at the rate of time and one-half or the employee may elect compensatory time in lieu of payment on an hour per overtime hour basis (1 hour worked = 1 ½ hour of compensatory time) which is to be used by the end of the fiscal year.

The Town will provide at least two weeks advance notice to the Union and any affected employee before it changes the normal work schedule. In the event the Town requires less than all employees in a particular office to work the extended hours, the Town will first seek volunteers, who are qualified for the tasks, from the particular office and if there are no volunteers, then a rotation will be established with the least senior employee, who is qualified for the tasks in the office, being the first person to be required to work the flexible hours.

Section 6.9

The practice of “bundling” (combining ten minute breaks with thirty minute lunch breaks) for the purpose of leaving work early or for an extended lunch period shall be permitted only under certain limited conditions and only for good and sufficient cause such as medical appointments or the care of a family member. The request shall be made to and approved by the Department Head at least twenty-four (24) hours in advance except for extraordinary case as determined by the department head. “Bundling” shall not be a daily or customary established practice and not precedent setting.

Section 6.10

- A. Deputy Fire Marshals in the bargaining unit will receive Extra Duty Compensation. The term “Extra Duty” for purposes of this Article shall mean Fire watches or other functions for which an employee is paid by some other party other than the Town or by some Town department other than the Fire Department.
- B. All Extra Duty assignments shall be made by the Fire Chief or his/her designated representative. Extra Duty assignments may be offered to full time bargaining unit

members first and if the assignment cannot be filled, it may be offered to the volunteer fire department.

- C. The Extra Duty rate of pay effective upon full execution of this Agreement shall be the same hourly EDJ rate paid to a Police Officer Grade V for year one of any current contract, as listed in Appendix A of the contract between the Town and Local 1720 (Police Union).
 - 1. Bargaining unit members assigned to Extra Duty shall be paid four (4) hours pay at the applicable rate for each assignment, or actual hours worked times the above rate, whichever is greater. Members assigned after less than eight (8) hours advance notice by a vendor shall be paid six (6) hours pay at the applicable rates for such assignment or the actual hours worked times the applicable rate, whichever is greater. The Town of Cheshire, excluding the Board of Education, is exempt from this provision.
 - 2. Any member assigned to Extra Duty on any holiday recognized in this Agreement shall be paid not less than one and one-half (1-1/2) the hourly rate set forth in Section C above.
 - 3. Extra Duty assignments that require working beyond eight (8) hours or past the hour of midnight, shall be paid at the rate of time and one-half (1-1/2) for each hour worked beyond eight hours (8) or past the hour of midnight. Extra duty assignments that commence at or after the hour of midnight and prior to 6:00 a.m. shall be paid at the rate of time and one-half (1-1/2) for all hours worked.
 - 4. Extra Duty assignments worked on Christmas Eve, Christmas Day, New Years' Eve and New Years Day shall be paid at two (2) times the applicable hourly rate set forth in Section C above, for actual hours worked.
- D. It shall be the responsibility of the company and/or agency to notify the Fire Department in the event of cancellation. There will not be any prior agreements, such as "if it rains, we do not work." If the Extra Duty assignment is cancelled with less than two (2) hours notice prior to the start of the job, the assignment member shall receive a four (4) hour minimum pay, from the company and/or agency involved, at the applicable rate, except that Extra Duty jobs for the Town will only require a one (1) hour notice of cancellation.
- E. All work will be billed in one (1) hour increments after the minimum hours have been met as determined above.
- F. The Fire Chief will equally distribute Extra Duty jobs among qualified bargaining unit members.

ARTICLE VII HOLIDAYS

Section 7.1

The following holidays for permanent full-time and part-time employees shall be granted with pay:

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

When Christmas Day falls on a Thursday, then the following day shall also be celebrated as a holiday and when Christmas Day falls on a Tuesday, then the preceding day shall also be celebrated as a holiday.

Section 7.2

When any of the above holidays fall on a Saturday, the holiday will be observed on the preceding Friday. When any of the above holidays fall on a Sunday, the holiday will be observed on the following Monday.

Section 7.3

An employee who performs work on holidays shall be paid at two (2) times his/her regular rate of pay for hours worked on holidays, in addition to the amount to which he/she is entitled as holiday pay.

Section 7.4

If a holiday should fall on an employee's vacation, the employee will not be charged a day of vacation.

Section 7.5

Part-time employees whose normal work week is twenty (20) hours or more shall be paid according to the number of hours they would be scheduled to work on the day observed as a holiday, but no less than three (3) hours.

ARTICLE VIII VACATION

Section 8.1

Regular full-time and part-time employees, except as noted below, shall be granted a leave with pay for the purpose of taking vacation. No new employee, however, shall be eligible for a vacation unless the employee has attained the status of a regular employee by satisfactorily completing the probationary period. The vacation year for each employee shall commence on his or her anniversary date of employment. Vacation leave is based on length of service and is accrued or earned on a monthly basis as follows:

<u>Length of Continuous Service</u>	<u>Vacation Leave Earned Per Year</u>
Less than 5 years	10 days (2 weeks) .833 days per month
5 years but less than 10 years	15 days (3 weeks) 1.25 days per month
10 years but less than 15 years	20 days (4 weeks) 1.67 days per month
15 years or more	1 additional day per year of service to a maximum of an additional 5 days.

Section 8.2

Part-time employees shall earn vacation leave in accordance with the above schedule based on their hours of work for the previous fifty-two (52) weeks immediately preceding their anniversary date of hire. New part-time employees shall earn vacation leave in proportion to their normal scheduled work week based on their first six (6) months of employment.

Section 8.3

An employee may take earned vacation leave during the employee's vacation year with proper authorization, except that no employee may take more than two (2) weeks at a time without the written approval of the Department Head and the Town Manager. Vacation time may be taken in increments of one (1) hour. A maximum of ten (10) days of earned vacation leave may be carried over to the next vacation year with the maximum of ten (10) days of earned vacation leave which may be carried over to the next fiscal year, plus the vacation hours earned per year. If an employee wishes to be paid prior to taking vacation leave, he/she shall notify the Department Head at least ten (10) days in advance of the last pay period prior to going on vacation. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation, except upon termination. The granting of carry over vacation days shall not set a precedent and shall be based on a case by case basis only.

The vacation cash out at the time of separation of employment shall not exceed the number of days earned annually plus the ten (10) days carried over.

Section 8.4

Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees, except that if an employee is re-hired within one year of his/her termination date, then he/she shall receive credit for prior service for the purpose of computing vacation leave.

Section 8.5

An employee who is transferred between departments shall retain all accrued vacation credit and shall accrue vacation in accordance with Section 8.1 above.

Section 8.6

No employee may take vacation leave beyond the amount earned.

Section 8.7

The Department Head will determine the annual vacation schedule, taking into consideration the particular needs of the Department and the desire of the employee. Employees who wish to reserve vacation leave during the year must submit their requests in writing to their Department Head. Vacation requests submitted prior to April 1 for the upcoming year shall be allowed on the basis of seniority. Vacation requests after April 1, shall be granted to the senior employee or employees, at the close of business of that day, who have requested the same vacation period.

Section 8.8

Employees who are eligible for vacation and whose employment is terminated shall be paid an amount equal to all accumulated vacation pay earned but not taken.

Section 8.9

Upon the death of an employee who is eligible for vacation, payment shall be made to the beneficiary (as designated on the Life Insurance Form) of the deceased employee if there is no beneficiary then the estate of the deceased employee, in an amount equal to the vacation earned but not used. Said payment shall be made within a reasonable period of time.

Section 8.10

Vacation time may be used by employees in addition to, or in lieu of sick leave, with the approval of the Town Manager and the Department Head.

Section 8.11

An employee will not be charged a day of vacation if, while on vacation, a designated holiday occurs which falls in the employee's regular work week.

Section 8.12

An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless that illness exceeds three (3) vacation days and the employee files a physician's certificate describing the nature and duration of the illness with his/her Department Head, within five (5) working days of the day he/she returns.

Section 8.13

Accumulation of vacation balance will be included on the employee's bi-weekly payroll check.

ARTICLE IX SICK LEAVE

Section 9.1

Employees shall be eligible for sick leave with pay which shall be accrued at a rate of one and one quarter (1 ¼) days per month (15 days per year) to a maximum accumulation of one hundred and seventy-five (175) days. However, no more than 150 days may be used to calculate the provisions of Article 9.7.

Section 9.2

Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but rather shall be used only for the following purposes:

- A. Personal illness, physical incapacity or non-compensable bodily injury or disease.
- B. Enforced quarantine in accordance with public health regulations.
- C. To meet medical and dental appointments when an employee has made reasonable efforts to secure an appointment outside his/her normal working hours or during the beginning or end of his/her workday, provided the Department Head is notified at least one (1) day in advance of the day in which the absence occurs.

Sick leave may be taken in one (1) hour increments.

- D. A maximum of five (5) days may be used in the event of an illness or physical incapacitation involving a member of the employee's immediate family which is defined here as spouse, parent, child, sister, brother, guardian, foster parent, foster child, mother-in-law, father-in-law, grandchild or a relative living in the employee's household. This

limitation of five (5) days shall not be utilized for purposes of limiting paid sick leave under the provisions of the Family Medical Leave Act, in accordance with Article XV of this Agreement.

Section 9.3

On the first day of absence from work due to illness, the employee shall report his/her illness to his/her supervisor no later than the beginning of his/her scheduled work assignment, except that where a relief employee is required, such report must be made at least one (1) hour prior to the beginning of his/her scheduled work assignment. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

Section 9.4

- A. A department Head may require proof of illness for authorized sick leave. At the discretion of the Department Head, proof of illness may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three days.
- B. The Town may investigate any absence for which sick leave is requested. The Town may require proof of illness in the event of suspected abuse, a pattern of sick leave use or continued excessive use. In the event the Town requires an independent medical examination, the Town will pay the reasonable costs associated with that exam.
- C. If it is determined that an employee has abused the provisions of this Article, disciplinary action, up to and including dismissal, may be taken.

Section 9.5

An employee who successfully completes his/her probationary period shall receive one (1) day off with pay for each six (6) months of perfect attendance (excluding authorized leave for vacation, holidays, personal leave and bereavement) commencing with the employee's date of employment. The maximum days off which may be earned under this provision shall not exceed two (2) per calendar year. Time off earned in accordance with this provision must be taken within twelve (12) months of the date it is earned.

Section 9.6

Accumulation of sick balance will be included on the employee's bi-weekly payroll check.

Section 9.7

Upon retirement, death or voluntary resignation, an employee shall receive credit for accumulated sick leave as follows, and payment for same shall be made within a reasonable period of time of the employee's retirement, death or voluntary resignation. In the event of an

employee's death, the payment shall be made to the employee's beneficiary (as designated on the Life Insurance Form), or if none, to his/her estate:

Years of Service	Percentage of Accumulated Sick Leave to Be Credited
5 years but less than 10 years	15%
10 years but less than 15 years	25%
15 years or more	33%

Section 9.8 – Catastrophic Leave

The Town has established a sick leave bank for situations in which a member of the bargaining unit incurs a catastrophic illness or injury and has exhausted his/her sick leave benefits. The bargaining unit members may voluntarily donate up to three sick days per year from their own accumulated sick leave for use by the sick employee. However, if an employee has reached their maximum accumulation of 175 sick leave days, that employee may voluntarily donate up to ten (10) days from their sick leave accrual. An employee who believes that he/she has suffered a catastrophic illness or injury and has exhausted his/her sick leave benefits may apply to the Town Manager and Union President or designee for sick days from the sick leave bank. If the Town Manager and the Union President determines that an employee is eligible as a result of a catastrophic illness or injury, then the employee will be permitted to be advanced such sick days as are available in the sick leave bank.

For purposes of this provision a catastrophic illness or catastrophic injury is defined as a non-occupational, prolonged hospitalization, medically certified mental illness or incapacity, or terminal illness, which has disabled an employee from the performance of his/her employment duties.

ARTICLE X PERSONAL LEAVE

Section 10.1

An employee who has successfully completed his/her probationary period may take a maximum of two (2) days per year as personal leave. Such leave may be taken for any good and sufficient personal reason. Part-time employees shall be prorated based on their average hours in accordance with Article VIII, Section 8.2. Employees shall accrue personal leave, based on their anniversary date of hire. Use of personal days shall be subject to Department Head approval. Denial of such request shall not be arbitrary or capricious. There shall be no accumulation of personal leave from year to year.

ARTICLE XI INJURY LEAVE

Section 11.1

Injury Leave, as distinguished from Sick Leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of his/her duties for the Town. Employees of the Town are covered by workers' compensation insurance and are paid stated amounts due to injuries sustained on the job. The Town, in the case of Injury Leave, shall supplement the payment of the insurance company so that the employee will receive full net pay during his/her absence, for a period not to exceed nine (9) months beginning after twenty (20) days of absence from work. During the first twenty (20) days of absence an employee may supplement the payment of the insurance company from their sick time so that the employee may receive full net pay during the first twenty (20) days of absence. In the case of injuries causing temporary disability and for absences of three (3) days or less, the Town shall pay the employee's regular salary for such period, since payments are not made under the workers' compensation insurance for such accidents. In the event the employee does not return to work after nine (9) months on Injury Leave, supplemental payments may be continued for a period not to exceed an additional three (3) months at the discretion of the Town Manager.

Section 11.2

All payments for injury leave shall be subject to the same rules and regulations as workers' compensation insurance and shall not be payable if the accident shall have been due to intoxication (alcohol or illegal drugs) or willful misconduct on the part of the employee. Lost time under injury leave shall not be charged to vacation or sick leave accruals.

ARTICLE XII BEREAVEMENT LEAVE

Section 12.1

An employee shall be granted bereavement leave of up to five (5) days with pay for the death of a spouse, child or parent. An employee shall be granted leave of up to three (3) days with pay when death occurs in the employee's immediate family which is defined here to include: grandparent, sister, brother, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or relative in the employee's household. A leave of one (1) day with pay shall be granted upon the death of an aunt, uncle, niece, or nephew. The Town Manager may increase such leave for good and sufficient reason. The intent of this leave is to attend services and the affairs of the deceased.

ARTICLE XIII JURY DUTY

Section 13.1

An employee shall be granted a leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his/her regular salary which will, together with the jury pay, equal his/her total salary for the same pay period. The employee shall notify his/her Department Head of the scheduled jury duty in advance.

ARTICLE XIV MATERNITY LEAVE AND LEAVES OF ABSENCE

Section 14.1

- A. A leave of absence for maternity reasons, of up to six (6) months, may be granted, upon approval of the Town Manager, for the period of incapacitation due to pregnancy, for a time after delivery, or to make arrangements for care of the child. Such absence may be treated as sick leave, vacation leave, leave without pay, or a combination of the three. In addition, such leave shall be in accordance with the Family Medical Leave provisions of this Agreement and the Family Medical Leave Act. The maternity leave must be included as part of the Family Medical Leave and may not be taken in addition to the leave provided for by the Family Medical Leave provision of the Agreement and the Family Medical Leave Act.
- B. Upon return from leave for maternity reasons, an employee will be reinstated to his/her own job or its equivalent, and shall retain the same status, rights and benefits earned prior to taking such leave, but will not accrue additional rights during the absence, except as required by law.

Section 14.2 – Other Leaves of Absence Without Pay

The Town Manager in his/her sole discretion, upon recommendation of a Department Head, may grant a regular full time or part time employee a leave of absence for a period not to exceed one year, upon written request of the employee, stating reasons for the request. Leave without pay shall be granted only when it will not result in undue prejudice to the interests of the Town.

A. Reinstatement

Upon expiration of a regularly approved leave without pay, the employee shall be reinstated to the position held at the time leave was granted, without loss of prior seniority, status, or benefits. Failure on the part of an employee on leave to report promptly at its expiration, or within reasonable time after notice to return to duty, may be cause for dismissal.

Section 14.3 – Military Leave

An employee entering the regular military service or military reserves will be provided a leave of absence without pay as required by Federal Law.

ARTICLE XV FAMILY LEAVE

Section 15.1

A. Eligible Employees

1. Employees who have worked for the Town for over one year and
2. Are full-time employees or
3. Part-time employees who average at least 20 hours per week/per year.

B. Reasons for Leave

1. Birth of Child
2. Adoption of Child
3. Placement of Foster Child
4. To care for sick children, spouse, parent or self, who have a serious medical condition certified by a physician.

C. Employee Rights

1. Unpaid/paid leave for 12 weeks in any 12-month period taken all at once or taken intermittently as needed (12-month period starts on first day of family leave).
2. Health benefits will be maintained for employee during the 12-week family leave absence. Health benefits will equal what all full-time and part-time employees receive or have to contribute towards.
3. Employees will decrease the amount of unpaid family leave by using all (except 5 days of sick and 5 vacation days, if so desired) sick, vacation, personal, or perfect attendance leave accumulated to date. The use of paid leave will not extend the leave past 12 weeks, unless approved by the Town Manager for special circumstances.
4. Employees will not accrue additional vacation or sick leave during unpaid family leave, unless their leave is less than 30 days.

5. When an employee returns from family leave he/she shall be reinstated to his/her old job or its equivalent and retain the same status, rights and benefits prior to taking such leave. Employees shall not lose seniority as a result of family leave.
6. If an employee does not return to work for reasons other than personal health he/she will be required to reimburse the Town for the cost of the health insurance premiums paid while he/she was on family leave.

D. Employee Responsibilities

1. Employees will be required to obtain a physician's certification of the existence of a serious medical condition. Second and third opinions may be sought at the Town's expense. A third opinion shall be by a mutually selected physician and be binding on both parties.
2. Employees generally must give the Town at least thirty (30) days notice of intention to take leave when the precipitating event is foreseeable such as birth, adoption or planned medical treatment. If thirty (30) days is not possible, as much notice in advance should be given as possible. (It is recommended that two months notice be given for the birth of a child).

E. Expiration of Family Leave

1. Employees shall keep the Town Manager's office informed of expected return date, if less than 12 weeks.
2. Failure on the part of an employee on family leave to report promptly on the date of expected return or expiration of 12 weeks may be cause for dismissal.
3. Employees shall advise the Town Manager's office of date of return, two weeks prior to the date of their return. Employees shall advise the Town Manager's office of any status change related to their family leave.

**ARTICLE XVI
ABSENCE WITHOUT LEAVE**

Section 16.1

An absence of an employee from duty, which is an absence for a whole day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement, shall be deemed an absence without leave. Any such absence shall be without pay and the employee may be subject to disciplinary action. Any employee who is absent from work for three (3) consecutive work days, or on three (3) separate occasions without notifying his/her Department Head or immediate supervisor of the reason for such absence or absences, shall be considered to have resigned from Town service provided any three (3) absences occur within any twelve (12) month period.

ARTICLE XVII POSITION CLASSIFICATION AND WAGES

Section 17.1

Classification and wage rates are attached hereto as Appendix "A". The general wage increases listed below will be reflected in Appendix "A".

Effective and retroactive to July 1, 2016	2.25% general wage increase for Step 6 2.00% general wage increase for Steps 1-5
Effective July 1, 2017	2.4% general wage increase
Effective July 1, 2018	2.4% general wage increase
Effective July 1, 2019	2.4% general wage increase

Section 17.2

A new employee shall be hired at Step 1 for his/her classification.

Section 17.3

An employee hired prior to July 1, 2003 shall advance one step each July 1st and an employee hired on or after July 1, 2003 shall advance one step in grade on the anniversary date of his/her employment until he/she reaches maximum rate of said job grade.

Section 17.4

An employee who is promoted to a position in a higher classification shall be placed on a step which results in the employee receiving at least five percent (5%) greater than the employee is receiving in his/her previous position or the minimum rate of the new job grade, whichever is greater. A promoted employee shall advance one step in grade upon the anniversary date of his/her promotion. Any employee who transfers to another job in the same classification, shall be placed at his/her same step in grade.

Section 17.5

An employee who is demoted to a position in a lower classification shall continue to receive the pay rate of his/her former position as long as said pay rate is within the wage range of the lower classification. If the employee's current pay rate is higher than the maximum of the lower classification, the employee shall be paid at the maximum rate of the lower classification.

Section 17.6

An employee who has reached the maximum step of his/her job grade or who has had five (5) or more years within the bargaining unit, shall be eligible for a performance award based upon the employee's performance over the previous twelve (12) month period. An employee who receives an overall performance evaluation that "exceeds requirements" shall received a performance award of \$650.

An employee who does not achieve an evaluation that "exceeds requirements" shall not be eligible for any performance award. The evaluation shall be conducted by employee's department head or his/her designee and shall be discussed with the employee and shall be approved by the Town Manager. Evaluations conducted pursuant to this section shall be subject only to Steps 1, 2 and 3 of the grievance procedure. Said performance evaluations shall be performed in June of each year and payments made in July of each year of the Agreement.

Section 17.7

Effective with the date of the signing of this Agreement, all employees of the bargaining unit will be paid by direct deposit.

Section 17.8

A Labor-Management Committee shall be formed for the purpose of reviewing and editing job descriptions, as needed, and for reviewing and maintaining job grade classifications. The committee will be tasked to review job descriptions of any newly created jobs and/or revise job descriptions for current positions. The Committee shall be comprised of two (2) management and two (2) union members. The Personnel Director shall be the facilitator of the meeting and the Union staff representative may attend committee meetings.

Once the Labor-Management Committee has completed its charge for newly created jobs and placement of a job grade once the new job has been approved, the Personnel Director will forward to the Union the proposed job description and job grade for the Union's approval. If approved by the Union, the proposed job description will then be forwarded to the Town Council Personnel Committee and then to the Town Council for its action.

Any other reviews of job descriptions and job grades shall be forwarded to the Department Head for review prior to the submission to the Labor Management Committee for consideration of any changes to the job description or any upgrade in job classification. All job description and job changes are subject to the approval of the Town Council Personnel Committee and then to the Town Council for its action.

ARTICLE XVIII UNIFORMS – SAFETY SHOES

Section 18.1

The Town will reimburse employees with the following job classifications: Assistant Building Official, Electrical Inspector, PHVAC Inspector, Fire Inspector, Deputy Fire Marshal, Animal Control Officer and Assistant Animal Control Officer, who have purchased up to two (2) pairs of safety work shoes per fiscal year. The shoe allowance will be one hundred eighty dollars (\$180) for up to two (2) pairs of safety work shoes. Employees hired in the six month period of January 1 through June 30, will receive up to a maximum of ninety dollars (\$90) for one (1) pair of safety work shoes.

Irrespective of the above provisions, no new employee shall receive any reimbursement for safety work shoes until he/she has successfully completed the required probationary period.

Section 18.2

The Fire Inspector and Deputy Fire Marshal, will be provided with the following annual clothing allotments: 5 long sleeve shirts, 5 short sleeve shirts, 5 polo shirts, 5 pants and 1 sweater. In lieu of the sweater the Fire Marshal's office employees will receive 2 sweatshirts.

The Town will also provide start-up clothing consisting of 1 winter jacket, 1 spring jacket, 2 belts and badges, nameplates and patches, where appropriate, including employees who work in the Building Department who work in the field. The winter jacket, spring jacket, belts, badges, nameplates (where appropriate) and patches will be replaced when they wear out or break.

Uniforms for the Animal Control Officer and Assistant Animal Control Officer will be provided to members through the Police Department quartermaster provision system.

Section 18.3

Employees shall wear all issued uniforms, protective gear and safety work shoes as provided by their departments. Failure to wear safety work shoes shall result in disciplinary action.

Section 18.4

All uniforms, protective gear and foul weather gear shall remain the property of the Town. An employee who terminates employment shall return all such property in his/her possession to the Town. Failure to comply with the provisions of this section shall result in the employee's final pay being withheld until such time as the Department Head certifies that all property has been returned to the Town.

Section 18.5

In the event that uniforms, protective gear and foul weather gear are lost or damaged as a result of negligence on the part of an employee, then the employee shall be responsible for the cost of repair or replacement of the damages or lost item.

ARTICLE XIX TRAINING AND EDUCATION

Section 19.1

The Town shall provide training for employees as it determines is necessary and appropriate during normal working hours, to the extent that it is possible to schedule the training during such hours. All costs for required training shall be paid by the Town.

Section 19.2

Any full-time employee after their probationary period shall be eligible for the educational assistance under the following rules:

- A. Courses taken are applicable to the employee's position or a degree or non-degree program related to an employee's position for which the employee can demonstrate that he/she has enrolled in an accredited program which shall include on-line College accredited degree programs.
- B. An employee must have a course(s) pre-approved by the Department Head and the Town Manager at the start of the semester in order to qualify for reimbursement.
- C. Employees may be reimbursed for actual cost of courses up to \$1,000 per fiscal year for on line degree courses and \$1,600 per fiscal year for traditional college course study. Employees will be permitted to carry over balances with any course taken from one fiscal year to another fiscal year beginning with any course approved and taken after July 1, 2003. Upon successful completion of the approved course with a Grade of "C" or better, the employee may seek reimbursement by submitting the appropriate paperwork, as required by the Town, to the Town Manager or his/her designee within thirty (30) days of receipt of the grade. The reimbursement shall be made within thirty (30) days of the Town Manager or his/her designee's approval of payment.

The employee shall be reimbursed for tuition only and not for books and supplies.

The employee shall be an active employee to request reimbursement. Balances owed to an employee after degree or non-degree completion shall be paid until balance is paid or separation from employment occurs. At the time of separation, any balances existing shall not be paid.

Eligible employees who take on-line credit courses will be required to sign a statement indicating that they will not use Town computers to take on-line courses during work or non-work periods. Upon completion of on-line courses and at the time of reimbursement, employees will be required to prepare a written statement indicating the relevance of the course taken on-line.

- D. Employees who work at least an average of between 20 and 24 hours per week will be reimbursed at 50% of the rate above. Employees who work at least an average of 25 to 29 hours per week will be reimbursed at 75% of the rate above. Employees who work at least an average of 30 hours or more per week will be considered full time employees for purposes of this provision.

Section 19.3

The Town shall make a good faith effort to post notices of work-related training programs conducted in Connecticut by state or federal agencies or private institutions. Any employee wishing to participate in a work related training program shall notify his/her Department Head. This provision shall not be construed to require the Town to approve any employee's request.

ARTICLE XX INSURANCE

Section 20.1

Each employee may elect to participate in the Town of Cheshire group medical and life insurance plans for the individual employee and his/her family in accordance with the terms and conditions of said plan. The Town and the employee shall share the costs of premiums in accordance with the coverage option selected by the employee.

The Town of Cheshire will provide employees the option to select and enroll the employee and eligible family members in one of the following plans:

- a. Preferred Provider Organization (PPO) Option (will not be offered after June 30, 2017)
- b. Blue Care Plus Plan (HMO)
- c. Health Savings Accounts (HSAs)

The Preferred Provider Organization (PPO) Option shall be as follows:

The Preferred Provider Organization (PPO) with \$15.00 per office visit co-payment, emergency room visits subject to a \$50.00 co-payment per visit, three tier prescription drug coverage with prescription co-pays of \$5, \$25 and \$35. Effective July 1, 2013 the co-payments shall be as follows:

Office Visit: \$25

ER: \$100 (The ER Co-Pay will be waived if admitted)

Inpatient: \$250

Outpatient: \$250

Urgent Care: \$75

Specialist: \$30

Presc. Drugs: \$10/\$30/\$35

Employees shall contribute fourteen (14%) percent of the premium. Effective July 1, 2014, employees shall contribute fifteen (15%) percent of the premium.

The PPO will not be awarded to new employees hired after the signing of this Agreement.

The Blue Care Plus Plan (HMO):

Effective July 1, 2017 the co-payments shall be as follows:

Office Visit: \$ \$35

ER: \$100 (The ER Co-Pay will be waived if admitted)

Inpatient: \$500

Outpatient: \$250

Urgent Care: \$75

Specialist: \$45

Presc. Drugs: \$ \$15/\$35/\$40

Effective July 1, 2017, employees shall contribute thirteen and one half (13.5%) percent of the premium; fourteen and one half (14.5%) percent of the premium effective July 1, 2018; and sixteen (16%) of the premium effective July 1, 2019.

Health Savings Accounts (HSAs)

The Town will offer alternate coverage through a Health Savings Account (HSA) which shall be in lieu of the PPO or HMO offering above. Such plan shall have the following deductibles and co-insurance:

- \$ \$1750 individual; \$ \$3500 for two person or family coverage effective July 1, 2017; \$2000 individual; \$4000 two person or family coverage effective January 1, 2020;

- 0% in network co-insurance;
- 20% co-insurance out-of-network;
- Out of pocket maximums; \$1,500 individual or \$6,000 two person or family coverage; out of network only;
- Prescription coverage managed by Anthem at the prescription co-pays of \$5, \$10 and \$15 when the above deductible is reached effective the date of the signing.

The Town will contribute into an account each year for each employee selecting the HSA plan, \$1,000 for single coverage and \$2,000 for two person or family coverage.

Employees selecting the HSA shall contribute towards the cost of the insurance as follows: 6.5% effective the date of the signing of the Agreement; 7.5% effective January 1, 2018; 8.5% effective January 1, 2019; and 9.0% effective January 1, 2020.

A general summary of these options has been attached hereto as Appendix B.

Each employee may elect to participate in the Blue Cross/Blue Shield co-pay dental plan with Dental Rider A or an equivalent plan for the individual employee and his/her family.

Section 20.2

The Town shall set up an IRC Section 125 plan for employees to pay for their medical insurance contributions.

Section 20.3

Employees shall be covered for life insurance with an accidental death and dismemberment rider, in an amount equal to their annual salary but not less than \$35,000.

Section 20.4

Any employee may elect to waive all Blue Cross/Blue Shield or alternative coverages and major medical and in lieu thereof receive a yearly sum of \$1,250 for single coverage, \$1,800 for employee plus 1 coverage and \$2,500 for family coverage for their non-participation, to be paid in two payments of \$625 each, \$900 each and \$1,250 each. Payment will be made within 30 days of the completion of each six consecutive months of non-participation. Employees who elect to make such a waiver shall notify the Town in writing by June 15 or December 15 of any year of this Agreement that he/she is canceling his/her participation in the insurance plans, and the participation and coverages of his/her dependents in the insurance plans. The Town agrees to allow any employee who has waived his/her coverages in the insurance plans, the option of renewed participation in the group medical insurance program, subject to the terms and conditions of the insurance carrier. However, any employee requesting to renew participation must notify the Town in writing by June 15 or December 15 of the year in which renewed participation is requested.

Employees who work at least an average of between 20 and 24 hours per week will be eligible to receive 50% of the rate above. Employees who work at least an average of 25 to 29 hours per week will be eligible to receive 75% of the rate above. Employees who work at least an average of 30 hours or more per week will be considered full time employees for purposes of this provision.

Waivers will not be offered to new employees hired after the signing of this Agreement.

Beginning on July 1, 2017, the amount of the waivers above will be reduced to \$800 for individual coverage waived; \$1200 for employee plus one coverage waived; and \$1650 for family coverage waived. Effective June 30, 2020, the waiver ceases.

Section 20.5

For all insurance plans, except the Blue Cross PPO plan, the Town reserves the right to change the plan and the insurance carriers and/or to self-fund the insurance coverages. In the event the Town identifies a substantially equivalent plan to the Blue Cross PPO plan, the parties will meet to discuss changing the PPO provider.

ARTICLE XXI PENSION

Section 21.1

An employee shall be eligible for pension benefits in accordance with the provisions of the Town of Cheshire Retirement Plan as contained in the Code of Ordinances of the Town of Cheshire, Section 2-131 through 2-142, which plan will be revised as follows:

A. Employee Contribution

Employees will contribute 1.5% of their W-2 compensation. Effective July 1, 2013, employees will contribute 1.75% their W-2 compensation. Effective June 30, 2016, employees will contribute 2% of their W-2 compensation.

B. Normal Retirement Date

Normal retirement date will be the first day of the month coinciding with or next following a participant's 65th birthday or, if earlier, the date upon which a participant's age plus his/her completed years of credited service equal eighty (80).

C. Normal Retirement Benefit

The annual normal retirement benefit is 1-3/4% of final average compensation multiplied by a participant's credit service, not to exceed thirty (30) years.

D. Death Benefits

If a participant dies while employed by the Town after satisfying the plan's vesting requirements, his/her spouse shall receive a monthly benefit for life or until he/she remarries. This monthly benefit will start on the participant's earliest retirement date and will be computed as if the participant had retired on his/her earliest retirement date and had elected a joint and survivor option form of payment. In no event will the spouse receive less than the participant's employee contributions accumulated with interest up to the date benefit payments start.

If a participant dies before satisfying the plan's vesting requirements, with no spouse, or after terminating employment with vested rights, such participant's employee contributions accumulated with interest up to his/her date of death will be paid to his/her beneficiary.

E. Vesting

A participant who terminates employment with five or more years of credited service has a vested right to a percentage of his/her accrued benefit at the time of termination according to the following table:

<u>Completed Years of Credited Service</u>	<u>Vested</u>
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

Such a vested accrued benefit shall be payable at age sixty-five (65).

F. Funding

The Town pays for the cost of the plan which exceeds the employee contributions.

G. If a participant elects a contingent annuitant option for his/her spouse and the spouse predeceases the participant then the pension benefit will revert back to a single life annuity on the first of the month following the death of the spouse.

H. The reduction factor for early retirement will not be greater than three percent (3%) for each year from a participant's fifty-fifth (55th) birthday until he/she attains age sixty-five (65). This does not apply to the provisions of Section 21.B (magic combo).

I. The employee will be able to make contributions through a 414(h)(2) Internal Revenue Code Plan.

Section 21.2

The annual normal retirement benefit for an employee in the Town's alternative plan is 2% of final average compensation multiplied by a participant's credited service not to exceed 25 years. Employees electing to participate in this alternative plan shall contribute 3.5% of their W-2 compensation. Effective July 1, 2013, employees electing to participate in this alternative plan shall contribute 3.75% of their W-2 compensation. Effective June 30, 2016, employees electing to participate in this alternative plan shall contribute 4% of their W-2 compensation. No employee can participate in more than one plan.

Section 21.3

Any person hired after July 1, 2011 will have the option to participate in the Town's 457 (b) Deferred Compensation Plan. Such participation will be in lieu of participation in the Town's retirement plan, and the Town will contribute 3% of the participant's base wages to this plan. The participant can also contribute to this plan up to the maximum limits permitted by the Internal Revenue Service Code governing this plan. Participants of the Cheshire Retirement Plan have been and will continue to be allowed to also participate in the Deferred Compensation Plan, but the Town will not make any contribution on their behalf.

Section 21.4

Any member of this bargaining unit who retires (on or after July 1, 2005) under the provisions of the Town of Cheshire Pension Plan with a minimum of twenty (20) years of service shall be entitled to two thousand five hundred dollars (\$2,500) each year, for a maximum period of five (5) years or until the employee is Medicare eligible, which ever occurs first.

If the employee upon retirement is not eligible for Medicare, the Town shall contribute the above stated amount towards the premium for single medical coverage. Medical coverage will be Anthem Blue Cross/Blue Care HMO or equivalent.

Section 21.5

Any employee hired prior to July 1, 2006, will have a one-time service option to closeout participation in the Town's retirement plan as stated in 21.1 or 21.2 above and to be enrolled in the Town's 457 (b) Deferred Compensation Plan at the percentage contribution in effect at the time of the enrollment. The Town contribution will be 6%.

Section 21.6

Employees hired on or after July 1, 2011, shall not be eligible to participate in the Town of Cheshire Retirement Plan described in Section 21.1 and 21.2 of the Agreement. In lieu of participation in the Town of Cheshire Retirement Plan, employees shall participate in the Town's 457(b) Deferred Compensation plan, with the Town making annual contributions equal to 6% of the participant's base wages. The participant can also voluntarily contribute to this plan up to the

maximum limits permitted by the Internal Revenue Service Code governing this plan. Participants of the Cheshire Retirement Plan have been and will continue to be allowed to also participate in the Deferred Compensation Plan, but the Town will not make any contribution on their behalf

Any employee who previously opted to participate in the Town's 457(b) Deferred Compensation Plan in lieu of participation in the Town of Cheshire Retirement Plan will also receive an annual contribution of 6% of the participant's base wages.

ARTICLE XXII SAFETY

Section 22.1

The Town will continue the Town Wide Employee Safety Committee. The Union may appoint two (2) members to this Committee.

ARTICLE XXIII CONDUCT OF EMPLOYEES

Section 23.1

General Policy

A Town employee is prohibited from engaging in any conduct which could reflect unfavorably upon Town service. Town employees must avoid any action which might result in or create the impression of using public office for private gain or giving preferential treatment to any person.

Section 23.2

Gifts and Gratuities

A Town employee, either individually or as a member of a group, is prohibited from directly or indirectly soliciting, accepting, or receiving any gift, gratuity, favor, service, loan, entertainment or any other thing of monetary value from any person with whom the employee has had or may reasonably expect to have official relations, or from any person within or outside the Town employment whose interests may be reasonably expected to be affected by the employee's performance or non-performance of official duties. Any such gratuities or gifts which may be tendered shall be returned forthwith to the sender with an expression of thanks and explanation of the Town's policy or give to charity, if appropriate. Employees should also follow the Code of Ordinances Section 10-1, Conflicts of Interest and Standards of Conduct as amended March 9, 1993.

A. Exceptions

The only exception to the policy is acceptance of unsolicited advertising or promotional material which have negligible commercial value and which are distributed to the general public or other municipal employees without charge.

Section 23.3

An employee may engage in employment outside of his/her Town employment, except that no outside employment shall be in conflict of interest with Town employment. Accordingly, any employee engaging in outside employment shall advise the Town Manager of same within five (5) working days of the start of outside employment, solely for the purpose of determining whether a conflict of interest with Town employment exists. An employee whose outside employment is determined to be in conflict of interest with Town employment or is determined to be interfering with the performance of the employee's regular duties in the employment of the Town shall vacate said additional employment or be subject to dismissal.

A. Preference of Town Employment

Any employee who engages in employment outside of his/her regular working hours shall be subject to call to perform his/her regular Town duties first.

Telephone Use

Employees' personal calls on Town telephones shall be held to a minimum and be of short duration. No personal toll calls shall be made on Town telephones except as may be approved in advance by the employee's Department Head. The employee shall reimburse the Town for a cost of any such toll calls.

ARTICLE XXIV DISCIPLINARY PROCEDURE

Section 24.1

Employees shall not be discharged or disciplined without just cause.

Section 24.2

Disciplinary actions shall not be inconsistent with the infraction for which disciplinary action is being applied and shall normally be applied in the following order:

- a) verbal warning;
- b) written warnings;
- c) suspension without pay;
- d) discharge.

It is agreed that the Town has the right to vary the above procedure where an offense is of such nature as to warrant suspension or discharge.

Section 24.3

All discipline must be stated in writing with the reason given and a copy shall be issued to the employee and the Union President within five (5) working days.

ARTICLE XXV GRIEVANCE PROCEDURE AND ARBITRATION

Section 25.1

For the purposes of this Agreement, a grievance shall be defined to mean a dispute between an employee and/or the Union with the Town over the interpretation or application of a specific section of this Agreement. Such grievances must be filed within seven (7) working days after the occurrence of the event giving rise to it and shall be handled in accordance with the procedure set forth below. When used in this Article to determine when filings and answers must be made, working days shall mean Monday through Friday, but shall exclude any intervening holidays which are covered by this Agreement.

Section 25.2 – Step One

An employee who has a grievance may, in company with the representative of the Union, if he/she so desires, discuss the matter with his/her supervisor. If no satisfactory settlement is reached at this step, the grievance may then be put in writing by the employee, setting forth a specific section of the Agreement involved, and submitted to his/her Department Head within five (5) working days from the date of the above meeting.

Section 25.3 – Step Two

If submitted to the Department Head, he/she will answer the grievance in writing within ten (10) working days after its receipt.

Section 25.4 – Step Three

If unsatisfactory, the grievance may then be submitted within ten (10) working days after receipt of the Department Head's answer to the Town Manager, who will meet with the Union within fifteen (15) working days thereafter. The Town Manager shall have fifteen (15) working days after such meeting to answer the grievance in writing and to deliver the response to the Union.

Section 25.5 – Step Four

A grievance may be submitted, at the request of the Union, to arbitration. The parties shall designate an arbitrator by agreement. In the event the parties are unable to agree as to the identity of the arbitrator, then the arbitrator shall be selected under the rules of the American

Arbitration Association, and the arbitration shall then go forward in accordance with such rules. The Union's request for arbitration shall be in writing and served upon the Town Manager, it must be filed not later than ten (10) working days after receipt of the written answer of the Town Manager, as set forth in Section 25.4 above.

The arbitrator shall hear and decide only one grievance at a time. His/her decision shall be final and binding. The arbitrator shall be bound by and must comply with all terms of this Agreement and shall have no power to add to, subtract from, or in any way modify or alter the provisions of this Agreement. With respect to any arbitration case under this Agreement, the fee and expenses of the arbitrator and the AAA, if necessary, shall become 60% by the Town and 40% by the Union.

Section 25.6

Any time limits specified within this article other than the initial filing of a grievance may be extended by mutual agreement of the Union and the Town provided that, if a grievance is not submitted to a higher step in the above procedure it shall be deemed settled on the basis of the Town's answer in the last step considered.

Section 25.7

Nothing contained in this Article shall preclude the right of the Union to be present at meetings held at any level of the grievance procedure provided that it does not interfere with the rights of employees as defined in Section 7-468(2)(d) of the General Statutes.

Section 25.8

At arbitration, the Town shall not deduct from the wages of a maximum number of two Local Union Representatives and the grievant for time spent at the hearing. At steps One, Two, and Three, the Town shall not deduct from the wages of a maximum number of one Local Union Representative and the grievant for time spent at these hearings.

ARTICLE XXVI NO LOCKOUT-NO STRIKE

Section 26.1

The Town expressly agrees that it will not lock out the employees covered by this Agreement during its term.

Section 26.2

The Union and the employees expressly agree that during the life of this Agreement, there will be no strikes, slowdowns, work stoppages, mass absenteeism or other similar forms of interference with the Operation of the Departments.

ARTICLE XXVII NON-DISCRIMINATION

Section 27.1

There shall be no discrimination, coercion or intimidation of any kind against any employee of the Town, applicant for employment with the Town or candidates for promotion for any reason whatsoever, including, but not limited to, marital status, age, sex, sexual preference, race, creed, color, religious belief, national origin, ancestry, union activity or handicap, except in the case of a bona fide occupational qualification or need, either by the Town or by the Union.

ARTICLE XXVIII MISCELLANEOUS

Section 28.1

Employees who are authorized to use their own vehicle to do Town business must do so in accordance with the Town's vehicle safety policy. In the event the Town plans to amend the vehicle safety policy, the Union will be given 60 days notice of any material change, where possible.

Section 28.2

Employees who use their personal vehicle while conducting authorized Town business shall be reimbursed at the annual rate set by the IRS.

Section 28.3

The Town of Cheshire will provide each employee who schedules and participates in a screening for cancer with an additional four (4) hours of leave time exclusive of other available leave time to obtain a screening test for cancer on a yearly basis.

The four (4) hours allowed shall not be charged to any existing leave time balances and should be recorded on the employee's time sheet as being for the prevention and detection initiative.

Section 28.4

Upon presentation of a membership enrollment and proof of payment at a private health club establishment, the Town of Cheshire will reimburse up to \$250 effective July 1, 2017 per fiscal year towards the cost of participation in health or fitness management activities designed to promote employee wellness for any member of the bargaining unit who has completed at least one (1) full year of service as an employee.

Section 28.5

Union officers or their designees shall be allowed to attend official Union conferences, training sessions and seminars for the purpose of obtaining information which may enable them to better function as officials of the Union. The Union will give forty-eight (48) hours notification of such meetings to the Department Head and Personnel Director.

Union Officers or their designees designated by the Union to attend such functions shall be allowed the necessary time off without loss of pay. Total days off for these functions for Union officers or their designees shall not exceed nine (9) total days in any fiscal year for all Union Officers combined. Only one Union Officer per department will be allowed to attend a function at one time.

Section 28.6

Retirement Incentive Program

The following program shall be opened for the Cheshire Town Hall employees bargaining unit on a voluntary basis:

For members of the Union with at least twenty (20) years of Town service:

Employee(s) must be a Town pension participant;

The employee must provide the Town with notice to retire within the first thirty (30) days following the execution of the CBA between the Town and the Union and hereafter in the month of July of each year of the contract.

The employee must retire by December 31, 2017 under the first open period. Employees must retire by December 31 in subsequent open periods; years in which notice was provided in the month of July.

The employee will receive payment for unused vacation and sick time in accordance with the CBA;

The employee will receive payments in July of each year for four (4) consecutive years representing \$150 times the number of years worked as of the date of retirement.

The Town will maintain life insurance for four (4) consecutive years following retirement through June 30 of the last of the four years following retirement;

The Town will make payment for health insurance for employees and spouse and eligible dependents at time of retirement, less any premium share in effect at the time of retirement, for four (4) years or until the employee reaches 65, whichever date comes first. The benefit in Section 21.4 shall be applied for the purpose of the premium calculation.

The employee will be allowed to exchange vacation balance for an additional service credit of one year at a rate of 25 days per additional year of credit and to exchange sick leave balance at a rate of 75 days per one additional year of credit.

If the employee dies before receiving the “annual \$150 times years worked” payment and unused vacation and sick time payment, remaining payments shall be made to his/her spouse or other beneficiaries or if no beneficiaries to the employee’s estate. Eligible spouse and beneficiaries will continue to receive health insurance until the date that the employee would have reached age 65 or until four (4) years following the date of retirement, whichever date comes first.

The Retirement Incentive will be limited to two (2) employees per open period except for the third open period should have three (3) employees.

ARTICLE XXIX DURATION AND RENEWAL

Section 29.1

This Agreement shall be in full force and effect through June 30, 2020, except as otherwise modified herein, when it shall expire; provided that if neither party gives the notice provided for in Section 29.3, this Agreement shall automatically renew itself for additional periods of one (1) year each and all provisions shall remain in effect with the same force as during the original term thereof.

Section 29.2

This Agreement may be altered or modified only by mutual written agreement of the parties.

Section 29.3

If either the Union or the Town desires to meet for the purpose of negotiating changes or modifications in the provisions of the Agreement, they shall give written notice of such desire to the other by certified or registered mail not earlier than November 1, 2019, nor later than December 1, 2019.

Section 29.4

Negotiations upon proposed changes in the terms of this Agreement shall begin no later than thirty (30) days after receipt of the notice specified in Section 29.3 by either party.

FOR THE TOWN OF CHESHIRE

Michael A. Malone

TOWN MANAGER

FOR LOCAL 1303-374 OF COUNCIL 4
AFSCME, AFL-CIO

Kirsten J. Augheria
PRESIDENT LOCAL 1303-374

[Signature]
AFSCME COUNCIL 4
STAFF REPRESENTATIVE

5/22/17
DATE

APPENDIX "A"
CLASSIFICATION AND WAGE RATES

Grade	Position	Date				Steps		
			1	2	3	4	5	6
TH2	Asst. Animal Control	7/1/16	\$17.68	\$18.61	\$19.55	\$20.49	\$21.43	\$22.42
	Clerk	7/1/17	\$18.10	\$19.06	\$20.02	\$20.98	\$21.94	\$22.96
	Clerk/Typist	7/1/18	\$18.53	\$19.51	\$20.50	\$21.48	\$22.07	\$23.51
	Van Driver	7/1/19	\$18.98	\$19.98	\$20.99	\$22.00	\$23.01	\$24.07
TH3	Account Clerk							
	Assessment Tech.	7/1/16	\$19.23	\$20.77	\$22.31	\$23.85	\$25.39	\$27.00
	Asst. Town Clerk	7/1/17	\$19.69	\$21.27	\$22.85	\$24.42	\$26.00	\$27.65
	Records Sec.	7/1/18	\$20.16	\$21.78	\$23.39	\$25.01	\$26.62	\$28.31
	Revenue Clerk	7/1/19	\$20.65	\$22.30	\$23.96	\$25.61	\$27.26	\$28.99
	Secretary							
TH4	Accts. Payable Clerk	7/1/16	\$19.89	\$21.65	\$23.42	\$25.18	\$26.95	\$28.76
	Admin. Asst.	7/1/17	\$20.37	\$22.17	\$23.95	\$25.78	\$27.60	\$29.45
	Executive Sec.	7/1/18	\$20.86	\$22.70	\$24.52	\$26.40	\$28.26	\$30.16
	Payroll Clerk	7/1/19	\$21.36	\$23.25	\$25.11	\$27.04	\$28.94	\$30.88
	Senior Revenue Clerk							
TH5	Asst. to Director	7/1/16	\$21.21	\$22.84	\$24.47	\$26.10	\$27.73	\$29.42
		7/1/17	\$21.72	\$23.39	\$25.06	\$26.73	\$28.40	\$30.13
		7/1/18	\$22.24	\$23.95	\$25.66	\$27.37	\$29.08	\$30.85
		7/1/19	\$22.77	\$24.52	\$26.27	\$28.02	\$29.77	\$31.59
TH6	Animal Control	7/1/16	\$20.78	\$22.36	\$23.94	\$25.52	\$27.10	\$28.77
		7/1/17	\$21.28	\$22.90	\$24.51	\$26.13	\$27.75	\$29.46
		7/1/18	\$21.79	\$23.45	\$25.10	\$26.76	\$28.42	\$30.17
		7/1/19	\$22.31	\$24.01	\$25.70	\$27.40	\$29.10	\$30.89

Grade	Position	Date				Steps		
			1	2	3	4	5	6
TH7	Deputy Town Clerk	7/1/16	\$22.85	\$24.21	\$25.58	\$26.95	\$28.32	\$29.78
	Program Supervisor	7/1/17	\$23.40	\$24.79	\$26.19	\$27.60	\$29.00	\$30.49
		7/1/18	\$23.96	\$25.39	\$26.82	\$28.26	\$29.70	\$31.22
		7/1/19	\$24.54	\$26.00	\$27.47	\$28.94	\$30.41	\$31.97
TH8	Assistant Collector	7/1/16	\$26.79	\$27.77	\$28.76	\$29.75	\$30.74	\$31.82
	Electric Insp.	7/1/17	\$27.43	\$28.44	\$29.45	\$30.46	\$31.48	\$32.58
	Fire Insp.	7/1/18	\$28.09	\$29.12	\$30.16	\$31.19	\$32.23	\$33.37
	Plumbing Insp.	7/1/19	\$28.77	\$29.82	\$30.88	\$31.94	\$33.01	\$34.17
TH9	Asst. Assessor	7/1/16	\$30.08	\$31.27	\$32.47	\$33.66	\$34.85	\$36.11
		7/1/17	\$30.80	\$32.02	\$33.25	\$34.46	\$35.69	\$36.98
		7/1/18	\$31.54	\$32.79	\$34.05	\$35.30	\$36.54	\$37.86
		7/1/19	\$32.30	\$33.58	\$34.86	\$36.14	\$37.42	\$38.77
TH10	Asst. Building Off.	7/1/16	\$32.37	\$33.94	\$35.50	\$37.06	\$38.62	\$40.27
	Deputy Fire Marshal	7/1/17	\$33.15	\$34.75	\$36.35	\$37.95	\$39.55	\$41.24
		7/1/18	\$33.94	\$35.59	\$37.22	\$38.86	\$40.50	\$42.23
		7/1/19	\$34.76	\$36.44	\$38.12	\$39.79	\$41.36	\$43.24

APPENDIX "B"

INSURANCE

<i>Town of Cheshire Town Hall Employees</i>					
<i>Anthem Medical Plan Options</i>					
	BLUECARE HMO	CENTURY PREFERRED (eliminated as of 6-30-17)		CENTURY PREFERRED HSA	
BENEFITS:	IN-NETWORK ONLY	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK
Financial Features -					
Out of Network Deductible	None	None	\$400/800/1200	\$1750/\$3500	
Co-insurance	None	None	30%	100%	20%
Out of Pocket Maximum	None	None	\$2000/4000/6000		
Lifetime Maximum Per Member	None	None	\$1,000,000	None	\$1,000,000
Referral Required for Specialty Care	Yes	No	No	No	No
Dependent Limiting Age	19/25	19/25	19/25	19/25	19/25
Primary Care Physician Office Services -					
Routine Preventive Care (Child & Adult)	\$35	\$25	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Routine Vision Exam	\$35	\$15/24mos	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Illness & Injury	\$35	\$15	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Specialist Office Services -	\$45	\$30	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Pre-Natal Maternity Care Office Visits -	\$35 initial visit	\$25 initial visit	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Outpatient Surgery -	\$250	\$250	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Diagnostic X-Ray or Lab Examinations -	No charge	No charge	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Hospitalization for Maternity, Illness or Injury -					
Semi-Private Room & Board	\$500	\$250	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.
Mental Health & Substance Abuse	\$250	No charge	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.
Emergency Room (waived if admitted in 24 hrs.)-	\$100	\$100	\$25	Deductible	Ded. & Co-ins.
Participating Urgent Care Centers -	\$75	\$75	Not covered	Deductible	Ded. & Co-ins.
Emergency Ambulance Services -	No charge	No charge	No charge	Deductible	Ded. & Co-ins.
Home Health Services (100 visits per yr.) -	No charge	No charge	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Outpatient Rehabilitative Therapy (50 visits per yr.) -	\$15	\$15	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Skilled Nursing Facilities (90 days per yr.) -	\$250	No charge	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Retail Prescription Drugs					
Generic Tier 1 Drugs	\$15	\$10	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Listed Brand Tier 2 Drugs	\$35	\$30	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Non-Listed Brand Tier 3 Drugs	\$40	\$35	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Mail Order Prescription Drugs (90-day supply) -					
Generic Tier 1 Drugs	2x retail copay	2x retail copay	Not covered	Deductible	Not covered
Listed Brand Tier 2 Drugs	2x retail copay	2x retail copay	Not covered	Deductible	Not covered
Non-Listed Brand Tier 3 Drugs	2x retail copay	2x retail copay	Not covered	Deductible	Not covered
Prescription Annual Maximum Per Member -	Unlimited	Unlimited	N/A	Unlimited	N/A

MEMORANDUM OF UNDERSTANDING

This agreement is made and entered into between the Town of Cheshire (Town) and AFSCME Council 4, Local 1303-374(Union).

Whereas, the Town and the Union recently completed negotiations that resulted in a collective bargaining agreement covering the period between July 1, 2016 and June 30, 2020; and

Whereas, the agreement includes a Retirement Incentive Program in Section 28.6 on pages 36-37; and

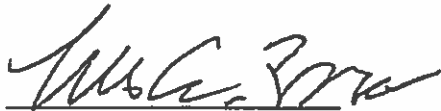
Whereas, the language pertaining to how employees qualify for the retirement incentive indicates criteria for years of Town service and membership in the Town pension but inadvertently makes no reference to seniority; and

Whereas, the parties agree that consideration for the retirement incentive for each window period shall be based on seniority as described in Section 4.1 and 4.2 of the agreement; and

Therefore, the parties agree that employees shall be considered eligible for the Retirement Incentive Program based on seniority for each window period if meeting all the other requirements stated in Section 28.6.

FOR THE TOWN OF CHESHIRE

FOR LOCAL 1303-374



Louis A. Zullo
Director, Human Resources/Ass't. Town Manager



Kirsten Augliera
President

DATE: 6-5-17

DATE: 6-5-2017

MEMORANDUM OF UNDERSTANDING

This is made and entered into between the Town of Cheshire ("Town") and AFSCME Council 4, Local 1303-374 ("Union").

Whereas, Section 28.6 of the contract between the "Town" and "Union" provides for the terms and conditions of a Retirement Incentive Program; and

Whereas, employees have an open period to provide notice of their intent to retire on or before July 31 of a given open period; and

Whereas, employees must retire by December 31 if they have provided notice of their intent to retire during a given open period on or before July 31; and

Whereas, Cynthia O'Bar ("O'Bar") provided notice on July 31, 2018 of her intent to retire; and

Whereas, it is in the best interests of the Collection Division and "O'Bar" to extend her employment with the Town of Cheshire through July 31, 2019;

Therefore, the parties agree that "O'Bar's" intent to retire will be counted against the third open period as it was received during the third open period that concluded on July 31, 2018; and

Furthermore, that "O'Bar's" retirement will not occur for the date required by the third open period (December 31, 2018) but mutually agreed to occur on or before July 31, 2019; and

Furthermore, it is agreed that the fourth open period will continue to be limited to two (2) additional employees under the terms of Section 28.6; and

Furthermore, it is agreed that "O'Bar" will collect sick leave and vacation cashouts under the terms of the contract between the "Town" and the "Union" at the hourly rate of July 1, 2019 but will not receive a Health Savings Account town contribution due on or after July 1, 2019.

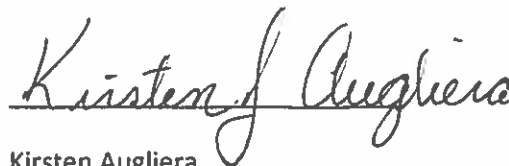
The parties hereby agree that the terms of this Memorandum of Understanding shall not set precedent.

FOR THE TOWN OF CHESHIRE

FOR LOCAL 1303-374



Sean M. Kimball
Town Manager



Kirsten Augliera
President

DATE: 10/17/2018

DATE: Oct. 17, 2018

MEMORANDUM OF UNDERSTANDING

This is made and entered into between the Town of Cheshire ("Town") and AFSCME Council 4, Local 1303-374 ("Union").

Whereas, Section 28.6 of the contract between the "Town" and "Union" provides for the terms and conditions of a Retirement Incentive Program under which employees have an open period to provide notice of their intent to retire; and

Whereas, employees must retire by December 31 if they have provided notice of their intent to retire during a given open period on or before July 31; and

Whereas, Anna Balletto ("Balletto") did not provide notice prior to July 31, 2018 of her intent to retire and only two of three slots were accounted for during the third open period that concluded on July 31, 2018; and

Whereas, "Balletto" expressed on October 1, 2018 of her interest to be permitted to utilize the uncommitted third slot for the third open period; and

Whereas, the "Union" offered the opportunity to utilize the third slot to other eligible and more senior members and no one expressed interest; and

Therefore, the parties agree that "Balletto's" intent to retire will be counted against the third open period as if it was received during the third open period that concluded on July 31, 2018; and

Furthermore, that "Balletto's" retirement will not occur by the date required for the third open period (December 31, 2018) but mutually agreed that in the best interests of both the "Town" and the "Union" to occur on or before July 31, 2019; and

Furthermore, it is agreed that "Balletto" will collect sick leave and vacation cashouts under the terms of the contract between the "Town" and the "Union" at the hourly rate of July 1, 2019 but will not receive a Health Savings Account town contribution due on or after July 1, 2019.

The parties hereby agree that the terms of this Memorandum of Understanding shall not set precedent.

FOR THE TOWN OF CHESHIRE

FOR LOCAL 1303-374



Sean M. Kimball
Town Manager

DATE: 10/17/2018



Kirsten Augliera
President

DATE: Oct. 17, 2018