

COLLECTIVE BARGAINING AGREEMENT

By and Between



Town of Cromwell

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
CROMWELL MUNICIPAL EMPLOYEES
Local 424 - Unit 33**

July 1, 2018 - June 30, 2022

Distribution:

Counterpart 1 Town Manager
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PREAMBLE

This Agreement, entered into on the _____ day of July, 2018 by the Town of Cromwell (hereinafter referred to as “the Town”) and the United Public Service Employees Union (hereinafter referred to as “UPSEU” or “the Union”) has as its purpose the promotion of harmonious relations between the Town and the Union and establishment of an equitable and peaceful procedure for the negotiations of wages, hours and other conditions of employment.

ARTICLE 1 RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent concerning wages, hours and other terms and conditions of employment for all clerical, white collar, Town Hall and Library employees of the Town of Cromwell, excluding Department Heads, Seasonal, Part-time and Temporary employees, Executive Secretary to the Town Manager, the Director of Human Resources, Assistant Finance Director and employees currently in other bargaining units.

ARTICLE 2 EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Employees have and shall be protected in the exercise of the right without fear of penalty or reprisal to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of Union officer or Representative.

Section 2. If at any time the Town elects to have a formal hearing and investigation pertaining to the actions of any employee at which witnesses shall be called and interrogated, the employee shall have a right to be represented by counsel of his/her choice at his/her own expense and all witnesses shall be sworn and subject to cross-examination. This shall not be applicable to an internal Town investigation and initial gathering of facts even in the event that the employee being investigated is requested to give an initial oral or written statement of facts unless said employee is accused of criminal activity which could result in criminal charges being lodged against him/her.

Section 3. Copies of all reprimands or accusative letters shall be given to the employee if placed in the personnel file. This shall include all evaluations by supervisors.

ARTICLE 3 UNION SECURITY

It shall be a condition of employment that all new employees covered by said Agreement and hired on or after the effective date of said contract, shall on or before the thirtieth (30th) calendar day following such employment, or the thirtieth (30th) calendar day following the effective date, whichever occurs later, either become and remain members of the Union in good standing, or pay to the Union an agency fee equivalent to the cost of representation.

ARTICLE 4 UNION DUES/AGENCY FEES

The Town agrees to deduct Union membership dues or agency fees once each pay period from the pay of those employees who individually and in writing authorize such deductions. The Town will remit to the Union once each month, on or before the last day of the month in which such deductions are made, together with a list of employees from whose wages these sums have been deducted. A copy of said deductions will be submitted to the Treasurer of the Union. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees to hold the Town harmless from damages arising from the making of authorized deductions.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised, all of the rights, powers and authorities heretofore had by it; and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the Town and direction of the workforce, including, but not limited to, the following:

- (a) To establish or continue policies, practices and procedures for the conduct of town activities, concerns and affairs and from time to time, to change or abolish such policies, practices or procedures;
- (b) To limit, curtail or discontinue processes or operations or to discontinue their performance by employees;
- (c) To select and determine the number and types of employees required to perform the operations of the Town;

- (d) To employ, assign, transfer, promote or demote employees, or to lay off, terminate, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the public;
- (e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;
- (f) To insure the incidental duties connected with job responsibilities, whether enumerated in job descriptions or not, shall be performed by employees;
- (g) To create and revise job descriptions as deemed necessary, provided that changes in job classification shall not be made without allowing input from the affected employee and the Union;
- (h) To determine if, when and how vacancies will be filled;
- (i) To determine the care, maintenance and operation of buildings, lands and other property used for Town purposes;
- (j) To prepare budgets and in its sole discretion, expend monies, appropriated by the legislature or derived from other sources for the operation of the Town.
- (k) To determine the placement on the salary schedule for newly hired employees.

Section 2. The above rights, responsibilities and prerogatives are inherent in the Town by virtue of statutory provisions and are not subject to review or determination in any grievance or arbitration procedures.

ARTICLE 6

SENIORITY-LAYOFF-RECALL

Section 1. Seniority, for the purpose of this Agreement, is defined as the total length of an employee's most recent period of continuous service with the Town. The employee's earned seniority shall not be lost because of absence due to illness, pregnancy, maternity leave, bereavement, jury duty, personal leave, military service or authorized leave or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leave of absence or layoff, but such rights will not be lost by the employee because of such leave.

Section 2. A seniority list shall be furnished to the Union upon request one time per contract year, and unless mistakes are brought to the attention of the Town Manager within sixty (60) days, the list shall be considered conclusive.

Section 3. For the purpose of layoff and recall there shall be two (2) seniority groups. One seniority group will be comprised of Town Hall Employees, the other seniority group will be Library Employees.

Section 4. In the event there is a reduction in or a proposed reduction in the number of employees or work hours, the employee with the least seniority in the job title affected shall be laid off first. The Town shall notify the Union President as soon as practical, but in no event less than forty-eight (48) hours prior to the time in which the layoff is to be effective. The Town shall notify the least senior employee within the affected job title at least fourteen (14) calendar days before the effective date of the layoff.

Section 5. The order of layoff for employees covered by this Agreement shall be within the job title and as follows:

- (a) Temporary and seasonal employees;
- (b) Probationary employees, part-time before full-time;
- (c) Part-time employees before full-time; and
- (d) Within job title, full-time employees with least seniority first.

Section 6. Employees whose names are on the recall list will be notified of opportunities for temporary, part-time or seasonal employment. No new employee shall be hired for a temporary, part-time or seasonal position until all employees on the recall list have had an opportunity to decline such employment. Such employment shall not constitute recall, and refusal of such employment will not affect recall rights.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle employee grievances at as low an administrative level as is possible and practicable, so as to insure efficiency and employee morale.

Section 2. A grievance shall be considered an employee complaint alleging a violation, misinterpretation or misapplication of a specific provision of this Agreement.

Section 3. A grievance shall be deemed forfeited, not grievable, and not arbitrable, if an employee fails to submit the grievance in writing to the Department Head within ten (10) working days of the date the alleged grievance occurred or is discovered.

STEP ONE: Any employee with a grievance and/or his Union Representative shall submit said grievance in writing to the Department Head or his designee within ten (10) working days of the date the alleged grievance occurred or is discovered and the Department Head or his designee shall submit his decision in writing to the aggrieved employee within five (5) working days of the receipt of the grievance.

STEP TWO: If the employee or the Union are not satisfied with the decision rendered by the Department Head, the employee or the Union shall submit the grievance in writing within ten (10) working days after receiving such decision, to the Town Manager or his designee, who shall render a decision within five (5) working days after receipt.

STEP THREE: If the employee or the Union are not satisfied with the decision rendered by the Town Manager, the employee or the Union shall submit the grievance in writing within ten (10) working days after receiving such decision, to the Town Council, who shall render a decision at their next regularly scheduled meeting.

STEP FOUR: If the Union is not satisfied with the decision rendered by the Town Council, it may, within twenty (20) working days after the receipt of that decision, submit the grievance to the Connecticut Board of Mediation and Arbitration whose decision shall be final and binding on both parties. The Arbitrator shall have no power to add or subtract from or modify in any way the terms of this Agreement. Costs of arbitration shall be borne equally by both parties.

Section 4. Mediation. The mediation services of the State Board of Mediation and Arbitration may be utilized at any time provided either party so desires.

Section 5. Extension of Timelines. The parties may, by mutual agreement, extend the timelines contained in this article.

Section 6. For the purposes of this Article, a “working day” shall be defined as any day, Monday through Friday, which the Town of Cromwell Town Hall is open for business.

ARTICLE 8 DISCIPLINE

Section 1. No employee shall be discharged, demoted or otherwise disciplined without just cause.

Section 2. All disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied. The severity of the disciplinary action to be taken shall depend on the seriousness of the employee’s

violation. Disciplinary action shall include the following, but need not follow this order, in cases of serious or gross misconduct:

- (a) Verbal warning
- (b) Written warning
- (c) Suspension without pay
- (d) Discharge

Section 3. All disciplinary action shall be subject to the grievance procedure.

Section 4. Each employee shall be given copies of any evaluation reports placed in the employee's personnel file. Evaluation reports do not constitute discipline or a step in the discipline process.

Section 5. Any employee who has been disciplined or discharged and is subsequently exonerated by the grievance procedure shall be reinstated without prejudice or loss of seniority and compensated for any loss of wages.

Section 6. If any employee is so disciplined, he/she and the Union shall be provided a copy of all charges and statements, as soon as possible, of any adverse action.

Section 7. Verbal or written disciplinary actions shall be removed from the applicable personnel file after twelve (12) months provided no further disciplinary action of a related nature has taken place during that twelve (12) month period. Suspensions without pay shall remain in the personnel file for a period of eighteen (18) months, provided no further disciplinary action has occurred during that eighteen (18) month period. Such record shall be retained in a separate file, but it is understood that any such documents are releasable in accordance with the Freedom of Information Act, and until such time as their removal has been approved pursuant to the Records Retention Act.

ARTICLE 9 WAGES

Section 1. Effective and retroactive to July 1, 2018, members of the bargaining unit shall receive a 2.35% increase in their rates of pay. Each employee shall advance in the salary schedule as described in Appendix A one step on the anniversary date of their initial employment with the Town.

Section 2. Effective July 1, 2019, members of the bargaining unit shall receive a 2.35% increase in their rates of pay. Each employee shall advance in the salary schedule as described in Appendix A one step on the anniversary date of their initial employment with the Town.

Section 3. Effective July 1, 2020, members of the bargaining unit shall receive a two and one-quarter percent (2.25%) increase in their rates of pay. Each employee shall advance in the salary schedule as described in Appendix A one step on the anniversary date of their initial employment with the Town.

Section 4. Effective July 1, 2021, members of the bargaining unit shall receive a two and one-quarter percent (2.25%) increase in their rates of pay. Each employee shall advance in the salary schedule as described in Appendix A one step on the anniversary date of their initial employment with the Town.

Section 5. The qualifications, duties and responsibilities of each job classification and/or position shall be defined and approved by the Town Manager. If the Town makes any changes to a job description, any job classification and/or position, prior to any change the Town shall furnish a copy of the revised job description in writing to the Union and any affected employee(s) for the Union's review and response. In those cases where a change in job classification or a material change in a particular position's job duties and responsibilities occurs, over which the Municipal Employee Relations Act would require impact/secondary effects bargaining, the Town and Union shall bargain those substantial secondary effects.

Section 6. Coffee breaks shall be established by the employee's supervisor and approved by the Town Manager.

Section 7. There shall be a six (6) month probationary period. Employees in probationary status may be terminated without recourse to the grievance procedure. At the completion of the probationary period a job performance review will be given by the supervisor. The results of the review shall be reviewed with the employee and placed in the employee's personnel record. An extension of not more than three (3) months may be granted by the Town Manager upon request of the department head.

Section 8. Fitness for Duty Examination. If the Town requires a fitness for duty examination, the Town shall pay for the examination and the employee shall be placed on paid administrative leave for the period of time needed to determine the employee's fitness for duty.

Section 9. Library Stipend. The library stipend for the Assistant Library Director (currently the Children's Librarian) shall be four and one-quarter percent (4 1/4%) of salary, which shall be compensation in lieu of any additional compensation for serving as the Library Director in the Library Director's absence or when the Library Director is otherwise unavailable. The stipend paid to the individual serving as the Assistant Library Director (currently the Children's Librarian) as of June 30, 2018 shall continue for as long as the employee remains in the position. Thereafter, the stipend shall cease and all

temporary assignments to a higher classification shall be administered in accordance with Section 13 in this Article.

Section 10. Steps. All members of the various classifications listed in the salary schedule of Appendix "A" shall be paid at a rate in accordance with the amount of service they have in that particular classification except that any member advanced or promoted to a higher classification shall be paid at that next highest rate of pay over that which he/she was receiving at the lower classification. The Town Manager shall have the discretion to determine the step placement for newly hired employees in the Administrative/professional classification and/or those employees that require a license and/or certification to perform his/her job, and for other positions where a newly hired employee has pertinent and relevant experience in the job they are hired to fill. For any new hire on or after July 1, 2018 into the "N" classification, the Town Manager has the discretion to hire and start a new employee at Steps 1, 2 or 3.

Section 11. The Town shall reimburse any employee up to one thousand dollars (\$1,000.00 per fiscal year, for the cost of books and/or tuition, for any courses taken that will assist employees in advancing in either their present position or to other positions within the Town. Prior approval from the Department Head and Director of Human Resources is required before the employee may enroll in the course. If the course is approved for reimbursement, the Town shall be required to reimburse the employee (up to the maximum of \$1,000.00 per year) once the employee completes the course with a grade of "C" or better (or its equivalent if letter grades are not given). Prior to seeking approval for the course, it shall be the duty of the employee to seek out and demonstrate to the Town whether state or federal funds are available for tuition, books, fees, etc. in order to eliminate or minimize expenditures by the Town for this purpose. The maximum total reimbursement for the bargaining unit shall not exceed six thousand dollars (\$6,000.00) in any fiscal year.

Section 12. In the event an employee is assigned to a higher job title or position by the Town Manager, or his/her designee, for a period in excess of one (1) month due to operating requirements or special circumstances at the time, the employee shall be temporarily assigned to and compensated at the higher job title or position to perform the duties of the higher job. Such employee shall be paid the rate of pay of the higher job title or position and placed in the step to produce an increase in pay of at least \$0.50/hour from the present position held, retroactively.

Section 13. The Town shall have the right to institute a bi-weekly payroll system.

Section 14. All wages shall be paid by direct deposit.

ARTICLE 10 HOURS OF WORK AND OVERTIME

Section 1. The hours of work shall be as follows:

- (a) **Town Hall Employees** unless otherwise identified -
The Town Hall shall be opened to the public between the hours of 8:30 a.m. to 4:00 p.m., Monday through Friday exclusive of holidays.

Town Hall employees except as otherwise set forth in this article shall work 7-1/2 hours per day (contiguous) including one-half (½) hour unpaid lunch. Department heads shall schedule their staff so that there shall be proper coverage during the lunch period. No lunches shall be eaten outside of lunch period.

- (b) **Library** – Thirty-five (35) hours per week in regular shifts as set by the Library Director, excluding unpaid lunch period.

For the purpose of covering library programs, employees, as approved or requested by the Library Director, shall be permitted to temporarily alter the regular start and/or end time of his/her workday or alter the days worked in a pay period. When this occurs the employee and the Library Director shall coordinate the work time to ensure that the employee works the thirty-five (35) hours in the affected pay period; issues such as coverage, workload and other legitimate operational concerns shall be considered.

- (c) **Recreation Department** – Thirty-five (35) hours per week in regular shifts as set by the Recreation Director, excluding unpaid lunch period. based on the program schedule of the department.

For the purpose of covering recreation programs, employees, as approved or requested by the Recreation Director, shall be permitted to temporarily alter the regular start and/or end time of his/her workday or alter the days worked in a pay period. When this occurs the employee and the Recreation Director shall coordinate the work time to ensure that the employee works the thirty-five (35) hours in the affected pay period; issues such as coverage, workload and other legitimate operational concerns shall be considered.

- (d) **Senior Center Dispatcher and Driver** – Thirty-five (35) hours per week in regular shifts as set by the Senior Center Director, excluding unpaid lunch period, based on the program schedule of the department.

For the purpose of covering Senior Center programs, employees, as approved or requested by the Senior Center Director, shall be permitted to temporarily alter

the regular start and/or end time of his/her workday or alter the days worked in a pay period. When this occurs the employee and the Senior Center Director shall coordinate the work time to ensure that the employee works the thirty-five (35) hours in the affected pay period; issues such as coverage, workload and other legitimate operational concerns shall be considered.

Section 2. All bargaining unit employees within the Administrative/Professional Group who are required to attend agency or commission meetings or to perform their normal job functions outside regularly scheduled work time, shall be given a minimum of one (1) hour of Compensatory Time for each meeting attended, or for each instance of performing normal job functions outside of regularly scheduled work time, which an employee can accrue and bank up to a maximum of thirty-five (35) hours. All compensatory time for time worked beyond the normal 35 hour workweek but less than forty (40) hours in a week, shall be provided on an hour-for-hour basis, and all compensatory time for time worked beyond forty (40) hours in a work week shall be calculated at time and one half (1 ½) for each additional hour worked. Compensatory Time shall be subject to the prior approval of the Department Head or Town Manager upon written request of the affected employee. Permission to use Compensatory Time shall not be unreasonably withheld. Employees can not exceed the thirty-five (35) hour accrual maximum and compensatory time need not be used in the fiscal year in which it is earned. It is understood that under normal circumstances compensatory time is the exclusive method of compensating employees for work performed beyond an employee's normal workweek as overtime is not budgeted. Therefore, employees must monitor their compensatory time and generally have available compensatory time to enable them to periodically work beyond their normal workweek.

Section 3. Time and one-half shall be paid for employees within the non-exempt clerical and technical classification, for all work performed in excess of forty (40) hours in any one week.

Note: Employees other than those entitled to compensatory time in Section 2 shall be paid straight time rate (computed on an hourly basis) for work performed beyond their normal work week and less than forty (40) hours per week. Any time beyond forty (40) hours shall be paid at time and one-half.

Section 4. Double-time shall be paid for all work performed on Sunday or any holiday listed under Article 12, Sections 1a and 1b.

Section 5. The Town agrees to distribute overtime among the employees within each classification on an equitable basis, whenever possible. In recording the distribution the following will be considered:

- (a) If an employee is scheduled to work overtime and does not avail himself/herself of the opportunity to work, the employee will be charged with the scheduled overtime as if the employee had agreed to work.
- (b) If an employee refused the offer of overtime work, the employee will be charged with the overtime as if the employee had worked.
- (c) If an employee refuses to work overtime when ordered to do so by a supervisor during a storm period or other emergency, such refusal shall be subject to disciplinary action unless a reasonable excuse is offered.
- (d) If an employee is unavailable or cannot be reached for an emergency or storm call-in, the employee will be charged with overtime in relation to the overtime rotation as if the employee had worked.
- (e) An employee called back to work to perform unscheduled overtime on an emergency basis, or called in to work on a day other than a regularly scheduled work day or where the employee has worked a regular shift, left the employer's premises and is called back to work for time not otherwise scheduled or contiguous with his/her regularly scheduled working hours, shall be paid a minimum of three (3) hours at time and one-half the employee's regular hourly pay. Work contiguous with (immediately after) the employee's regularly scheduled work time shall not be subject to the three (3) hour call-back, but instead will be compensated at the regular overtime rate of time and one-half for all hours worked. If an employee is called in to work for two (2) hours or less immediately before his/her regularly scheduled shift, he/she shall be paid a minimum of two (2) hours at time and one-half his/her regular hourly pay. If an employee is called in to work for more than two (2) or more hours immediately before his/her regularly scheduled shift, he/she shall be paid at the regular three (3) hour call-in rate.
- (f) Where an employee is called back to work and works less than the three (3) hour period and is called back to work within three (3) hours of the time of the initial call-back, the second call-back shall be considered part of the initial three (3) hour call-back period.
- (g) Voluntary or scheduled overtime shall be paid overtime rates for the hours actually worked. Emergency overtime and call backs cannot be declined without a reasonable excuse.
- (h) At the employees' option, all overtime described in this Section can be compensated with either pay or compensatory time.

Section 6. Clothing and prescription contact lenses/eyeglasses that are damaged while the employee is in the course of performing his/her responsibilities and the ordinary performance of the employee's job causes said damage, shall be replaced or repaired by the Town to the extent that such damage is due in no part to employee negligence. The Town shall provide a replacement/repair of up to \$100 for clothing, \$150 for prescription contact lenses and \$200 for prescription eyeglasses. However, for contact lenses and eyeglasses, insurance shall be the primary reimbursement method and only where an employee can demonstrate that the allowance for such items is exhausted will this provision apply.

Section 7. In the case of an emergency, the Chief of Police, , the Town Manager, Department Head, and/or their designee shall have the authority to call-out employees. Employees required to respond to such emergency calls outside their regularly scheduled work hours, i.e., building department employees responding to fires, shall have access to and use of vehicles and safety equipment needed to complete the assignment.

Section 8. If the Town decides to close Town Government Offices for the entire day, have a delayed opening or close early, no employee shall suffer a loss of pay. Should the Town offices be open and an employee determines he/she cannot travel safely to work, personal leave or vacation time may be used to cover the absence. Only employees who are at work when Town offices close early shall receive his/her regular compensation for the portion of the day not worked. Employees required to complete their scheduled work day as determined by the Town Manager or his/her designee shall be compensated with compensatory time for all hours worked after such closure. Employees shall use such compensatory time off within six (6) months of when it was earned. Use of compensatory time shall not create overtime and the use of compensatory time must be preapproved by the Town Manager or his/her designee. Only those employees who were actually working on the day that the Town closed Town Government Offices shall receive compensatory time. This section does not apply to any employee on pre-approved leave.

ARTICLE 11 VACATIONS

Section 1. Paid vacation leave shall begin to accumulate on the first day of the month of continuous employment if the starting date of employment is prior to the sixteenth (16th) day of the month. Accumulation shall start on the first day of the second month for employees beginning employment on or after the sixteenth (16th) of the month.

Section 2. No accumulation shall occur in the month of termination unless the final date of employment is the sixteenth (16th) of the month or later.

Section 3. Employees shall earn vacation with pay according to the following schedules:

Years of Service	Days Earned Per Month	Hours Earned Per Month	Amount
0 - 5	.833	5.83	Ten (10) days
5 – 10	1.25	8.75	Fifteen (15) days
10 – 20	1.667	11.67	Twenty (20) days
20 or more	2.083	14.58	Twenty-five (25) days

Section 4. Vacation leave must be taken not later than the end of the next calendar year in which it is accrued. Employees shall not be paid for vacation leave not taken as stated. Exceptions may be made by the Town Manager for employees with special circumstances.

Section 5. All vacation leave must be approved by the Department Head and, in the case of conflicting schedules, seniority shall prevail. The shut off date for vacation application will be March 31st of each year. The Department Head must approve or deny such request no later than five (5) business days following March 31st. Remainder requests for vacation must be made at least twenty-four (24) hours in advance in no less than one-half (1/2) hour increments and shall be granted on a first-come, first-served basis except in a case of a tie, seniority shall prevail.

Section 6. If an employee dies while employed by the Town, the Town shall pay the employee's estate for all accumulated, but unused vacation days.

Section 7. Accumulated vacation pay shall be paid to an employee who retires or terminates employment.

Section 8. Vacation leave shall not be granted until the employee has completed six (6) months of continuous employment.

Section 9. In the event of illness during the employee's vacation, the employee shall be given the option of charging the sick days to his/her sick leave account, provided the time is substantiated by a medical certificate.

ARTICLE 12 HOLIDAYS

Section 1. There shall be thirteen (13) paid holidays a year for employees holding regular full-time positions.

(a) The following nine (9) days shall be standard annual holidays:

- (1) New Year's Day
- (2) Presidents' Day
- (3) Good Friday
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Thanksgiving Day
- (8) Christmas Day
- (9) Martin Luther King Day

(b) The remaining four (4) holidays shall be designated by the Town Manager, no later than December 1st, from among the following:

- (1) Lincoln's Birthday
- (2) Columbus Day
- (3) Veteran's Day
- (4) Friday following a holiday
- (5) Monday before a holiday
- (6) Or in any other manner considering the welfare of the Town and the employees

Section 2. When a holiday falls on a Sunday the holiday will be observed on the following Monday.

Section 3. When a holiday falls on a Saturday the holiday will be observed on the previous Friday.

Section 4. Persons on probation for regular full-time positions shall be granted holidays in the same manner as though they were already full-time employees.

Section 5. In order to qualify for holiday pay, an employee must work his/her regularly scheduled hours the workday preceding and the workday following the holiday unless the employee has prior approval from the Department Head, is on pre-approved personal leave, vacation leave or sick leave, provided that an employee must produce a note from

a doctor verifying that the employee was in fact sick and unable to work, even if the absence is for one day.

Section 6. If a holiday occurs while an employee is out on bona fide sick leave supported by a medical certificate pursuant to Article 13 or any other paid leave specified in Article 11 and Article 14, the employee shall have the option of charging the day to the approved paid leave or of receiving holiday pay. The employee must make such decision within seven (7) calendar days of the holiday's occurrence. If the employee decides to charge the day to other paid leave, he/she shall receive an additional day off with pay at a time mutually agreeable to said employee and the Town. The accrued day's leave must be taken within six (6) months of the accrued day.

Section 7. If an observed and recognized holiday falls outside an employee's normal working hours (i.e., Monday observed holiday with Tuesday through Saturday regular schedule), the employee shall be provided an equivalent amount of paid time off in lieu of the holiday pay. The accrued time off must be used within thirty (30) days of the holiday with prior approval of the employee's Department Head.

ARTICLE 13 SICK LEAVE

Section 1. Sick leave shall be earned at the rate of 1.25 days (or 8.75 hours) per month, accumulative to a maximum of one hundred and twenty (120) days. [Sick leave shall begin to accumulate on the first day of the month of continuous employment if the starting date of employment is prior to the sixteenth (16th) of the month. Accumulation shall start on the first day of the second month for employees beginning employment on or after the sixteenth (16th) of the month.]

- (a) No less than thirty (30) minute increments may be charged to sick leave.
- (b) Employees having accumulated 120 sick leave days shall be paid in cash 30% of that amount of leave earned in excess of 120 days at the end of the calendar year.
- (c) Sick leave earned in any month of service shall be available at any time during the subsequent month.
- (d) An employee on probationary status shall be permitted to utilize sick leave as described in this Article during his/her probationary period.

Section 2. Employees who have ten (10) years of continuous town service upon retirement shall receive on the basis of his/her current wages, twenty-five (25%) percent compensation for all unused accumulated sick leave. In the event of an employee's

death, his/her spouse or beneficiary shall receive, on the basis of the employee's current wages, twenty-five (25%) percent compensation for all unused accumulated sick leave. For purposes of this provision, retirement is defined as meeting the requirements to receive a pension under the applicable provisions of the Town Pension Plan.

Section 3. Sick leave shall be considered to be absence from duty with pay for the following reasons:

- (a) Illness or injury, except where directly traceable to employment other than the Town of Cromwell.
- (b) When the employee is required to undergo medical, optical or dental treatment and only when this cannot be accomplished on off-duty time.
- (c) When the employee is needed to care for an illness or injury involving an immediate family member, up to a maximum of five (5) days per calendar year, where that illness or injury is not covered by the FMLA. Immediate family shall mean child, spouse or parent or a person domiciled in the employee's household.

Section 4. A medical certificate shall be required for sick leave of more than three (3) consecutive work days. Frequent sick leave may be cause for requiring a medical certificate and under such circumstances the employee shall be notified, either in advance of taking sick leave or during his/her use of sick leave and prior to returning to work, of the need to provide a medical certificate to substantiate such leave.

ARTICLE 14 LEAVE PROVISIONS

Section 1. FMLA Leave. An employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. § 1601, et seq., shall be granted up to twelve (12) weeks of FMLA leave during a twelve (12) month period in accordance with the Act. Any accumulated paid leave time must be exhausted first in situations where the leave being taken by the employee is covered by the Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the Town shall be required for FMLA leave situations.

Employees on leave without pay shall not continue to accumulate sick leave; however, the continuity of employment shall be preserved for purposes of seniority. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work; provided if the employee

fails to return to work, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

Section 2. Personal Leave.

- (a) Up to three (3) days (or twenty-one (21) hours) per year shall be granted to full-time, regular employees for conducting personal affairs or observance of religious holidays, with prior approval of the appropriate supervisor. Except in cases of emergency, a minimum of twenty-four (24) hours notice must be given.
- (b) No less than thirty (30) minute increments shall be charged to personal leave.
- (c) Probationary employees shall receive pro-rated personal leave in relation to the calendar year that remains following his/her date of hire.
- (d) These days are given without loss of pay but cannot be accumulated beyond the calendar year.
- (e) The approval of the supervisor shall take into consideration the efficient operation of the department.
- (f) Employees who have worked for the Town for more than five (5) but less than ten (10) continuous years shall be provided a total of four (4) personal leave days (or twenty-eight (28) hours) which can be used as of January 1st each year. Employees with at least ten (10) continuous years shall be provided a total of five (5) personal leave days (or thirty-five (35) hours) which can be used as of January 1st each year. Personal leave days cannot be accumulated beyond the calendar year.
- (g) Unused paid personal leave shall be paid to any employee who retires from Town service at age 62 or beyond, with at least ten (10) years of service to the Town, and who files the necessary paperwork to begin collecting their Town pension immediately upon retiring.

Section 3. Bereavement Leave. Up to a maximum of five (5) leave workdays with pay per situation shall be available to full-time employees for death in the immediate family of the employee or the immediate family of the employee's spouse. It is understood that bereavement leave typically shall be used in continuous days, usually at the time of death and up to and including the day after burial, or a different schedule where religious reasons and/or scheduling of a memorial event necessitate and as approved by the Town Manager. Immediate family shall mean parents, step-parents, spouse, children, step-child, brother, sister, step-brother, step-sister, grandchildren and any person who is domiciled in the employee's household. Up to a maximum of three (3) leave workdays with pay per

situation shall be granted to full-time employees for the death of a grandparent, aunt or uncle, niece or nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law of the employee or his/her spouse. One (1) leave workday with pay per situation shall be granted to full-time employees for the death of any other relative of the employee or his/her spouse. Employees in a probationary status may receive the same bereavement leave benefits, as described above, per approval of his/her supervisor. Bereavement leave days shall be used in at least half ($\frac{1}{2}$) day increments. The above leave can be modified upon request and at the discretion of the Town Manager.

When an employee requests bereavement leave, a copy of the newspaper obituary, funeral home obituary, death certificate or other legal proof of death, as well as the relationship of the deceased to the employee is required. These items shall be attached to the request for time off form; should the information be unavailable at the time of the request, it shall be submitted within two (2) pay periods of the date of the death.

Section 4. Jury Leave. Regular, full-time employees shall be entitled to full pay for absences because of jury duty. The employer shall pay the difference between pay received from court and the employee's regular pay. An employee called to jury duty shall furnish the Town with a notice to serve and evidence of attendance.

Section 5. Union Leave.

- (a) One (1) member of the Union Grievance Committee and the Grievant shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty, at each step of the grievance procedure through arbitration.
- (b) The Union shall have the right to have three (3) members of its negotiation committee present for all negotiation meetings. When such meetings take place at a time during which such members are scheduled for work, they will be granted leave from their duties with full pay for such meetings.
- (c) Employees who by virtue of their working schedule are unable to attend regular Union meetings, will be allowed, with pay, time off to attend such meetings. This time off shall not exceed one and one-half (1-1/2) hours in duration, and may be subject to minimum staffing requirements, provided Union meetings are scheduled after 4:00 p.m. to allow the maximum number of employees to attend after scheduled working hours.
- (d) Officers of the Union or members of the Union, as may be designated by the Union, shall be granted leave with full pay for Union business such as attending labor conventions and educational conferences, provided that the total leave for

the bargaining unit for the purposes set forth in this Section shall not exceed five (5) working days (or thirty-five (35) hours) in a fiscal year. No more than one (1) official or member shall be away from the same operational unit at the same time and at least two (2) weeks' notice of such absences shall be given to the appropriate Department Head by the Union President.

Section 6. Military Leave. Every employee covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States shall be granted a leave of absence during the time of his/her two (2) weeks annual tour of duty as a member of such reserve component. The Town shall pay the employee the difference between the military pay and his/her regular pay. Regular pay shall not include overtime. Every employee covered by this Agreement who receives deployment orders for a military operation that will necessitate the employee leaving Town employment for an extended period of time shall be granted a leave of absence without pay for such deployment and shall be reinstated to the employee's former job or one of like rank in accordance with the provisions of USERRA and provided that the employee reports for duty within ninety (90) calendar days of discharge under honorable conditions from the military. Upon return to employment with the Town, the employee's sick leave credit and seniority standing shall be retained.

Section 7. Employees shall have the opportunity to request from the Town Manager an additional unpaid leave of absence beyond that provided in this Agreement, up to two (2) weeks in duration. After the initial two (2) weeks of leave, the employee may request one additional unpaid leave of absence from the Town Manager, up to two (2) weeks in duration. Retention of benefits during such leave shall be determined on a case-by-case basis.

Section 8. When an unforeseen road closure (i.e. serious road accident or impassable road, etc.) occurs, the employee shall be allowed to use vacation time or personal leave, if available, for the time lost on the job due to the unexpected road closure.

ARTICLE 15 INSURANCE AND PENSION

Section 1.

The Town shall offer a High Deductible Health Plan with Health Savings Account.

Employee Premium Cost Sharing for High Deductible Health Plan:

Effective and retroactive to July 1, 2018, the Town shall pay 83% of the premium cost and each employee shall pay 17% of the premium cost of the health insurance and

prescription plan for each employee holding a full-time position, including enrolled dependents as defined by state/federal law, whichever is more favorable. The Town shall pay 82% of the cost of dental insurance and employee shall pay 18% of the cost.

Effective July 1, 2019, the Town shall pay 82.5% of the premium cost and each employee shall pay 17.5% of the premium cost of the health insurance and prescription plan for each employee holding a full-time position, including enrolled dependents as defined by state/federal law, whichever is more favorable. The Town shall pay 82% of the cost of dental insurance and employee shall pay 18% of the cost.

Effective July 1, 2020, the Town shall pay 82.5% of the premium cost and each employee shall pay 17.5% of the premium cost of the health insurance and prescription plan for each employee holding a full-time position, including enrolled dependents as defined by state/federal law, whichever is more favorable. The Town shall pay 82% of the cost of dental insurance and employee shall pay 18% of the cost.

Effective July 1, 2021, the Town shall pay 82% of the premium cost and each employee shall pay 18% of the premium cost of the health insurance and prescription plan for each employee holding a full-time position, including enrolled dependents as defined by state/federal law, whichever is more favorable. The Town shall pay 82% of the cost of dental insurance and employee shall pay 18% of the cost.

Premium cost sharing contributions shall be adjusted each July 1 when the rates for health insurance change.

The Town shall maintain an Internal Revenue Code Section 125 pre-tax plan for insurance co-pay.

High Deductible Health Plan with Health Savings Account

Employees shall have the option to enroll in a High Deductible Health Plan and Health Savings Account (hereinafter “HSA”) as explained in the Summary of Benefits provided in the attached Appendix, that satisfies the various requirements of Section 223 of the Internal Revenue Code and its interpretative regulations.

The plan shall have the following benefit elements:

In Network Expenses		Out of Network Expenses
Base Insurance Plan	PPO	
Annual deductible	\$2,000 (single); \$4,000 (two (2) person family)	
Co-Insurance	0% after deductible	20% after deductible, up to co-insurance maximum

Co-Insurance Maximum	\$0	\$2,000/\$4,000
Out of Pocket Maximum	\$2,000/\$4,000	\$4,000/\$8,000
Preventive Medicine	\$0	
Prescription Drugs	0% after deductible*	20% after deductible, up to co-insurance maximum

The prescription plan shall require mandatory generic drug substitution where a generic drug is available. This provision shall not apply where a physician requires use of a brand name drug due to an employee's medical/allergic reasons.

*Effective July 1, 2019, after meeting the deductible, employees will pay an in-network co-pay for a 3-tier prescription drug program of \$0 co-payment for tier-1 generic drugs; \$25 co-payment for tier-2 listed brand-name drugs; and \$40 co-payment for tier-3 non-listed brand-name drugs. There shall be a maximum annual out of pocket maximum of \$1,000 for single coverage and \$2,000 for two person/family coverage. The dispensing maximum at retail is a 30-day supply. The dispensing maximum for the voluntary mail-order program is a 90-day supply at a charge of two (2) times retail.

For employees hired during the year, the Town's contribution toward the annual deductible shall be the full contribution amount for any employee hired prior January 1st. For any employee hired after January 1st, the Town shall make a prorated contribution to the deductible that shall reflect the proportional number of months remaining on the plan year at the time of employment. The contribution will begin with the first of the month coinciding with/or following the date the employee is hired. The Town will make the contribution with the first paycheck in that month. By way of example, an employee hired February 4th will receive 4/12th of the Town's annual contribution, and the contribution shall be made with the first paycheck in the month of March.

Effective July 1, 2018-June 30, 2019 - The Town shall contribute 50% of the annual deductible.

Effective July 1, 2019-June 30, 2020 - The Town shall contribute 50% of the annual deductible.

Effective July 1, 2020-June 30, 2021 - The Town shall contribute 50% of the annual deductible.

Effective July 1, 2021-June 30, 2022 - The Town shall contribute 50% of the annual deductible.

The Town's deductible contributions shall be deposited into the employee's account on the first regular pay day of the contract year. The Town shall have no obligation to fund any portion of the deductible amount for retired employees or other employees upon their separation from employment with the Town. In the event an employee is not eligible for a Health Savings Account because that employee is Medicare eligible, the Town shall establish a Health Reimbursement Account and shall make a maximum annual reimbursement that equals the amount of the Town's annual contribution to the HSA. The insurance carrier shall provide a third-party administrator to administer such medical reimbursements.

HEALTH SAVINGS ACCOUNT (HSA):

The Town shall establish for each individual member of the plan a health savings account (HSA) with a financial institution. Into each employee's account the Town will deposit the applicable deductible contribution described above. The basic set up and monthly administrative expense to establish the health savings account shall be paid by the Town. Employees may contribute the balance of the deductible and up to the statutory maximum on a pre-tax basis.

- (a) A paid-up \$10,000 life insurance policy after retirement. Retirement refers to employees who become eligible for retirement benefits under the Town's pension plan or who are eligible for disability retirement.
- (b) Life insurance equal to the employee's actual salary rounded to the nearest \$1,000 fixed as of July 1 with a minimum of \$40,000.
- (c) Current Anthem Blue Cross-Blue Shield dental plan.
- (d) Current accidental death and dismemberment.
- (e) Employees who do not wish to participate in the medical and dental coverages listed above may at the closure of the Town's open enrollment window, elect to receive a lump sum annual payment of the following: \$1,500 for individual and two-person coverage if the employee does not continue the medical coverage but continues to participate in the dental plan at the premium cost sharing percentages described above, and \$2,000 if the employee does not continue both medical and dental coverage and \$3,500 if the employee does not continue family medical coverage but continues to participate in the dental plan at the premium cost sharing percentages described above or \$4,000 if the employee does not continue both family medical and dental coverage. The above amounts shall be increased by \$500 if three (3) or more bargaining unit employees in any year discontinue coverage. The payments shall be made at a time determined by the Finance Director but no later than September 30 of the year following the decision to

receive the buy-out, in a separate check from their weekly wages. In the event of a change of circumstances requiring re-enrollment in the insurance plan, any payment which the employee would have received shall be prorated. If the Town self-insures the health insurance plan those employees receiving this payment at the time the self-insurance occurs shall be grandfathered and no new employees shall be permitted to receive this payment.

Section 2.

A. Employees who retire at age 62 or beyond, with at least ten (10) years of service to the Town, are eligible for a reimbursement up to \$6,000 per year, until the retiree reaches age sixty-five (65), at which time said payments cease, to offset the premium cost of obtaining health insurance coverage for the retiree and/or dependent(s) through the Town's health insurance plan, another employer or an insurance vendor. In order to obtain the annual reimbursement, the retiree must provide the Town with proof of insurance coverage and the premium cost or cost share of obtaining that insurance. If the retiree premium cost is less than \$6,000, the retiree shall receive an amount equal to the retiree premium cost only.

This benefit shall not be available to any employees hired after October 1, 2012.

B. Employees who retire prior to age sixty-two (62) are eligible to purchase the same health insurance coverage as that available to active employees, and as modified from time to time, at the same rate available to individuals who currently receive continuing health insurance coverage pursuant to the Town's COBRA plan. Retired employees shall be eligible to participate in the above-described insurance plan until they reach their Medicare eligibility date. Once a Retiree reaches his/her Medicare eligibility date, the Town shall make available a Medicare Supplemental Insurance Policy. The Retiree shall pay the quoted group rate for the Medicare Supplemental Insurance Policy or can enroll in the additional insurance program supplemental to Medicare that provides coverage for retirees equal to that of the coverage of an active employee, if such group rates are available. If group rates are not available, the employee shall pay the individual rate quoted by the insurance carrier. The Retiree and his/her spouse shall be permitted to enroll in the Medicare supplemental insurance by paying one hundred percent (100%) of the cost.

Section 3. Cost Containment. The Town reserves the right to implement standard insurance cost-containment procedures, including, but not limited to: second surgical opinions, out-patient testing, limited weekend hospital admissions, discharge planning and admission planning services. The Town will provide sufficient notice to employees before such procedures are implemented.

Section 4. Pension. The Retirement Plan shall be as described in the Town ordinance in effect on the date this Agreement was accepted.

Section 5. Employees shall be given booklets explaining the insurance and pension benefits of this Article.

Section 6. Notwithstanding any provision of law to the contrary, the Town and the Union may, upon mutual agreement, reopen this collective bargaining agreement for the exclusive purpose of negotiating the participation by the Town or the Union in the plan or plans offered pursuant to Conn. Gen. Stat. § 5-259, as from time to time amended, or other such plan(s) that may become available during the term of this Agreement. Neither party may submit the issue of participation in such plan(s) to either the grievance procedure or binding arbitration except by mutual agreement.

Section 7. The Town shall maintain an Employee Assistance Program (EAP) with the qualifications and requirements as described in the insurance coverage booklet.

Section 8. All insurance benefits and services shall be subject to an “or equal” provision which shall allow the Town to effect economies, provided there is no decrease in the benefit or services that are negotiated, with no significant reduction in participating providers.

Section 9. The Town shall implement and make available a Long Term Disability policy at no cost to the employee, which shall pay an eligible employee sixty percent (60%) of salary until age sixty-five (65), provided the employee has been absent for an initial period of one hundred eighty (180) days, with the qualifications and requirements as described in greater detail in the appropriate insurance booklet.

ARTICLE 16

WORKERS’ COMPENSATION AND RETURN TO DUTY

Section 1. An employee who sustains a job-related injury or disease and who is eligible for payment under Workers’ Compensation shall receive from the employer his/her regular pay while on Workers’ Compensation leave, up to a maximum of three (3) months. The employee may then utilize sick leave. The employee shall return to the Town, any payments he/she receives from the Workers’ Compensation insurance company for the pay given him/her during the three (3)-month period.

Section 2. Light Duty. An employee having a compensable injury pursuant to the Connecticut Workers’ Compensation Act, as amended from time to time, and/or returning from a leave of absence on account of disease, sickness or illness who has been released to return to work by his/her physician in a limited or restricted capacity, shall be provided, if available, as determined by the Town Manager, limited and/or restricted duty

assignments as devised by his/her department head/supervisor. All such assignments shall be approved by the employee's treating physician prior to returning to work. All such assignments shall be temporary in nature, subject to change and shall not constitute permanent positions of employment, nor shall they be considered a reasonable accommodation under the Americans With Disabilities Act. An employee who has reached maximum medical improvement, and is permanently physically unable to return to his/her regular duties as a result of a compensable injury and/or a disease, sickness or illness pursuant to the Connecticut Workers' Compensation Act, as amended from time to time, may apply for a vacant position within the Town for which he/she is physically and professionally qualified, may pursue his/her right to a disability pension, or may matriculate in an approved vocational rehabilitation program as outlined in the Workers' Compensation Act.

Section 3. The Town shall have the right to implement a Workers' Compensation Preferred Provider Plan in accordance with Connecticut General Statutes 31-279, et al.

ARTICLE 17 BULLETIN BOARD

Section 1. The Employer agrees to provide bulletin board space which may be used by the Union for the following notices:

- (a) Notices of Union Meetings.
- (b) Notices of the Union Elections and the results where they pertain to the employees.
- (c) Notices of Union recreational and social events.

Section 2. A copy of said notice will be furnished to the Town after posting upon request.

ARTICLE 18 ACCESS TO PREMISES

The Union's staff representative (not a Town employee) may be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department or interrupt the performance of any employee.

ARTICLE 19 GENERAL PROVISIONS

Section 1. The Town agrees that it will not subcontract work for the purpose of laying off employees. Further, all work customarily performed by the employees of the bargaining unit shall be continued to be so performed.

Section 2. All members of the bargaining unit shall receive on or before their starting date of employment a job description, a copy of the personnel policies, a copy of this agreement and statements signed by the Town Manager which indicates at least the following:

- (a) starting rate of pay and salary range;
- (b) job title;
- (c) name of immediate supervisor.

Section 3. If an Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

Section 4. There shall be no alteration, variation, or amendment of the terms of this Agreement, unless made and agreed to in writing by both parties.

Section 5. This Agreement contains the full and complete Agreement between the Town and the Union on all bargainable issues, and neither party shall be required during the terms hereof to negotiate or bargain upon any issue, whether it is covered or not covered by this Agreement. Any previously adopted policy, rule or practice whether in writing or understood to exist between the parties, which conflicts with any provision of this Agreement is hereby deemed null and void.

This Agreement supersedes, supplants and replaces any and all prior agreements, policies, rules, practices or understandings between the parties.

Section 6. During the term of this Agreement, the Town shall furnish the Union, upon request, with an up-to-date list of employees. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

Section 7. No employee shall be required to use his/her own vehicle for Town business. When an employee receives advance approval from their Department Head to use his/her

own motor vehicle to perform Town business or attend conferences he/she shall be reimbursed at the applicable IRS rate.

Section 8. When the Town requires any employee to attend training or conferences, or to maintain licensing and/or certifications required for the employee to continue in his/her current position, the Town shall reimburse his/her reasonable expenses associated with said training or conferences. However, when the employee attends training or conferences and is not required by the Town to do so, he/she shall pay his/her own fees and expenses.

Section 9. To the extent required by the Connecticut General Statutes, the Town shall protect and save harmless any employee from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in bodily injury or death to a person or damage to or destruction of property within or without the department, provided such employee at the time of the occurrence resulting in such injury, damage or destruction was acting in the discharge of duties within the scope of employment or under the direction of the Town.

Section 10. No Town official or agent shall be held personally liable for a non-intentional violation of any provision of the Agreement.

Section 11. When a vacancy in the bargaining unit exists or a new position is created, the Town shall post it for a period of ten (10) working days and interested employees may make a written application within such posting period. Vacancies shall be considered first from within the bargaining unit by seniority among capable and qualified applicants. The senior qualified employee shall be given first consideration for the job. If the senior employee is not awarded the job, consideration shall then be given to the next senior employee in the unit who has applied for the position. The Town retains the right to fill positions from outside the unit and the system.

Section 12. The Town shall evaluate each bargaining unit employee at such intervals as shall be required for proper assessment, but not less than annually, and shall prepare a written evaluation. The evaluation form and format shall be at the discretion of the Town. The evaluation will be done by the employee's Supervisor or Department Head. The evaluation will be reviewed with the employee and thereafter filed in the employee's personnel file. The employee shall have the right to submit to the Director of Human Resources a written response/rebuttal to the Town's written evaluation within ten (10) working days after the performance review and such response shall be attached to the Town's evaluation and filed in the employee's personnel file. The employee may request a response from the Director of Human Resources concerning the employee's rebuttal, and when so requested the Director of Human Resources shall review the employee's rebuttal and provide a written response to the employee within ten (10) working days.

The Town, in its discretion, may provide reasonable training, when necessary, to correct deficiencies identified in the evaluation. The performance evaluation shall not be tied to employee compensation and shall not be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 20

HEALTH, SAFETY & PROTECTIVE CLOTHING

Section 1. The Town shall provide uniforms where required. The Town shall grant to employees required by OSHA to wear safety shoes, an allowance of \$150 annually for said shoes. The Town's voucher system shall be used for such purpose.

Section 2. The Town shall maintain safe, sanitary and healthy work sites.

Section 3. Whenever an unsafe or unhealthy condition(s) exists, the employer shall correct such condition(s) immediately, provided the employer has been so informed of such condition(s).

Section 4. No employee shall be required to work on, with, or about an unsafe piece of equipment or under unsafe or unhealthy conditions.

Section 5. Accident reporting is the responsibility of the employee to report all work related accidents to the Director of Human Resources Office as soon as possible, but not later than 48 hours after the occurrence, weekends and holidays excluded. Forms are available in the Director of Human Resources Office.

Section 6. The Town will provide each Field employee at no cost to the employee, with immunization shots (i.e. Hepatitis B, Lyme disease, Rabies, Titer tests) needed to perform their jobs safely. Only those employees that may reasonably be exposed to health hazards shall receive such immunizations.

ARTICLE 21

MEALS, WORKING OVERTIME/EMERGENCY SITUATIONS

Section 1. When the Town requires a member of the bargaining unit to attend seminars, etc., he/she will be paid for meals while attending if not otherwise provided as part of the fee for the seminar, etc., not more than the following:

- Lunch - \$ 7.00
- Supper - \$11.00

ARTICLE 22
OUTSIDE EMPLOYMENT

Section 1. Outside employment may be permitted subject to the following criteria:

- (a) Such employment shall require the prior written approval of the Town Manager upon the written recommendation from the employee's Department Head. Such written approval shall be provided to the employee (email is sufficient). Continued outside employment shall be reported to the Town Manager in January of each year hereafter.
- (b) Such employment should not place the employee in a conflict of interest situation.
- (c) Such employment should not interfere with the employee's job performance, regular attendance, punctuality or availability for assignments as indicated in his/her job description.

ARTICLE 23
SOLICITATION OF EMPLOYEES

Solicitation of, or offering of goods and services to employees by employees or non-employees is prohibited on Town property at all times. This prohibition does not apply to school, civic and charitable organizations.

ARTICLE 24
POLITICAL ACTIVITY

Municipal employees of the Town of Cromwell shall have all the rights and privileges and shall be subject to the same prohibitions on political activity as are described in the Connecticut General Statutes.

**ARTICLE 25
DURATION OF AGREEMENT**

Section 1. The effective date of this Agreement shall be July 1, 2018 and the Agreement shall remain in force until June 30, 2022.

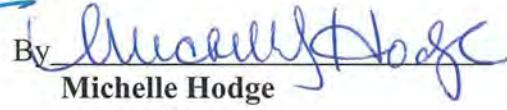
Section 2. The parties shall meet and discuss a new Agreement at least one hundred and twenty (120) days before the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives.

TOWN OF CROMWELL:

**UNITED PUBLIC SERVICE
EMPLOYEES UNION, UNIT #33:**

By 
Anthony J. Salvatore
Town Manager

By 
Michelle Hodge
President

Date: 8/7/18

Date: 8/7/18


By Bonnie Price
Witness

By 
Committee Member

Date: 8/7/18

Date: 8/7/18

By 
UPSEU

By 
Kevin Boyle, Jr.
President, UPSEU

Date: 8/8/18

APPENDIX A **SALARY SCHEDULES**

Town Hall Employees - Salary Schedules July 1, 2018 - June 30, 2022

2018-19 2.35%

Hourly Wage Schedule

LEVEL	1	2	3	4	5	6	7	8
N6	24.8472	25.6068	26.3667	27.1799	28.0039	28.8279	29.6840	30.5934
N5	22.8140	23.5095	24.2265	24.9114	25.6818	26.4629	27.2442	28.0788
N4	20.8451	21.4871	22.1078	22.7819	23.4775	24.1837	24.8792	25.6390
N3	19.0795	19.6252	20.2137	20.8344	21.4764	22.0864	22.7605	23.4667
N2	17.4423	17.9559	18.4802	19.0580	19.6038	20.1924	20.8023	21.4443

Administrative/Professional Salary Schedule

LEVEL	1	2	3	4	5	6	7	8
E-7	94,840.00	99,581.00	104,561.00	109,787.00	115,278.00	121,045.00	127,097.00	133,448.00
E-6	83,929.00	88,127.00	92,532.00	97,159.00	102,019.00	107,119.00	112,474.00	118,099.00
E-5	74,274.00	77,983.00	81,880.00	85,978.00	90,275.00	94,790.00	99,526.00	104,504.00
E-4	65,073.00	68,327.00	71,742.00	75,326.00	79,092.00	83,051.00	87,202.00	91,562.00
E-3	57,334.00	60,198.00	63,211.00	66,370.00	69,690.00	73,174.00	76,832.00	80,674.00
E-2	50,735.00	53,274.00	55,938.00	58,734.00	61,669.00	64,754.00	67,993.00	71,394.00

2019-20 2.35%

Hourly Wage Schedule

LEVEL	1	2	3	4	5	6	7	8
N6	25.4311	26.2086	26.9863	27.8187	28.6619	29.5053	30.3815	31.3124
N5	23.3502	24.0620	24.7958	25.4968	26.2853	27.0848	27.8844	28.7386
N4	21.3350	21.9921	22.6274	23.3173	24.0292	24.7520	25.4639	26.2415
N3	19.5278	20.0864	20.6887	21.3240	21.9811	22.6054	23.2954	24.0182
N2	17.8522	18.3779	18.9145	19.5059	20.0645	20.6669	21.2911	21.9483

Administrative/Professional Salary Schedule

LEVEL	1	2	3	4	5	6	7	8
E-7	97,069.00	101,922.00	107,019.00	112,367.00	117,988.00	123,890.00	130,084.00	136,585.00
E-6	85,902.00	90,198.00	94,707.00	99,443.00	104,417.00	109,637.00	115,118.00	120,875.00
E-5	76,020.00	79,816.00	83,805.00	87,999.00	92,397.00	97,018.00	101,865.00	106,960.00
E-4	66,603.00	69,933.00	73,428.00	77,097.00	80,951.00	85,003.00	89,252.00	93,714.00
E-3	58,682.00	61,613.00	64,697.00	67,930.00	71,328.00	74,894.00	78,638.00	82,570.00
E-2	51,928.00	54,526.00	57,253.00	60,115.00	63,119.00	66,276.00	69,591.00	73,072.00

2020-21 2.25%

Hourly Wage Schedule

LEVEL	1	2	3	4	5	6	7	8
N6	26.0033	26.7983	27.5935	28.4446	29.3068	30.1692	31.0651	31.9971
N5	23.8755	24.6034	25.3537	26.0705	26.8768	27.6942	28.5118	29.3853
N4	21.8150	22.4869	23.1365	23.8419	24.5699	25.3090	26.0368	26.8320
N3	19.9672	20.5384	21.1542	21.8038	22.4757	23.1140	23.8196	24.5586
N2	18.2539	18.7914	19.3401	19.9448	20.5159	21.1319	21.7702	22.4421

Administrative/Professional Salary Schedule

LEVEL	1	2	3	4	5	6	7	8
E-7	99,254.00	104,216.00	109,427.00	114,896.00	120,643.00	126,678.00	133,011.00	139,659.00
E-6	87,835.00	92,228.00	96,838.00	101,681.00	106,767.00	112,104.00	117,709.00	123,595.00
E-5	77,731.00	81,612.00	85,691.00	89,979.00	94,476.00	99,201.00	104,157.00	109,367.00
E-4	68,102.00	71,507.00	75,081.00	78,832.00	82,773.00	86,916.00	91,261.00	95,823.00
E-3	60,003.00	63,000.00	66,153.00	69,459.00	72,933.00	76,580.00	80,408.00	84,428.00
E-2	53,097.00	55,753.00	58,542.00	61,468.00	64,540.00	67,768.00	71,157.00	74,717.00

2021-22 2.25%

Hourly Wage Schedule

LEVEL	1	2	3	4	5	6	7	8
N6	26.5884	27.4013	28.2143	29.0846	29.9662	30.8480	31.7641	32.7170
N5	24.4127	25.1570	25.9242	26.6570	27.4815	28.3174	29.1533	30.0464
N4	22.3058	22.9928	23.6570	24.3783	25.1227	25.8784	26.6227	27.4357
N3	20.4165	21.0005	21.6302	22.2944	22.9814	23.6341	24.3555	25.1112
N2	18.6646	19.2142	19.7753	20.3935	20.9775	21.6073	22.2600	22.9470

Administrative/Professional Salary Schedule

LEVEL	1	2	3	4	5	6	7	8
E-7	101,488.00	106,561.00	111,890.00	117,482.00	123,358.00	129,529.00	136,004.00	142,802.00
E-6	89,812.00	94,304.00	99,017.00	103,969.00	109,170.00	114,627.00	120,358.00	126,376.00
E-5	79,480.00	83,449.00	87,620.00	92,004.00	96,602.00	101,434.00	106,501.00	111,828.00
E-4	69,635.00	73,116.00	76,771.00	80,606.00	84,636.00	88,872.00	93,315.00	97,980.00
E-3	61,354.00	64,418.00	67,642.00	71,022.00	74,574.00	78,304.00	82,218.00	86,328.00
E-2	54,292.00	57,008.00	59,860.00	62,852.00	65,993.00	69,293.00	72,759.00	76,399.00