

**AGREEMENT**

**BETWEEN THE**

**TOWN OF EAST LYME**

**AND**

**LOCAL 1303-436, COUNCIL 4, AFSCME, AFL-CIO  
(DISPATCHERS)**

**July 1, 2019 – June 30, 2022**

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## **PREAMBLE**

The parties to this Agreement are the Town of East Lyme (hereinafter referred to the "Town" or "Employer") and Local 1303-436, Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

## **ARTICLE I - RECOGNITION**

- 1.0 Pursuant to the Decision and Certification of Representative rendered by the Connecticut State Board of Labor Relations, Decision No. 4304, the Employer hereby acknowledges the Union as the exclusive representative with respect to wages, hours and other terms and conditions of employment for all full-time dispatchers regularly scheduled and working forty or more hours a week and excluding all other employees.

## **ARTICLE II - SENIORITY**

- 2.0 a) Seniority shall mean an employee's length of continuous service with the Town, within the bargaining unit, measured in calendar days from the first day the employee actually worked for the Town in a bargaining unit position on or after the employee's most recent date of hire. If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee who submitted his/her application first shall be deemed the more senior employee. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in this Agreement, at which time the employee shall obtain seniority as defined in this Section. Seniority shall be applicable only as expressly provided in this Agreement.
- b) **Definition of Probationary Employee:** An employee who has not accrued seniority under this Agreement or who has been rehired after termination of seniority shall be in a "probationary" status until he/she has completed six (6) months of actual work.
- 2.1 The Town shall establish a seniority list which shall include name and date of hire and the list shall be brought up to date January 1<sup>st</sup> of each year, and a copy shall be delivered to the Secretary of the Local. Any objections to the seniority list as made shall be reported within thirty (30) days.
- 2.2 An employee will be given two (2) weeks' notice of lay off and the equivalent in wages provided he/she works the two (2) week period.
- 2.3 If it becomes necessary to lay off bargaining unit members, such layoff shall occur in inverse order of seniority.
- 2.4 Employees who are laid off will be placed on a recall list for nine (9) months. Recall shall be in order of seniority. The person with the highest bargaining unit seniority shall be rehired or reinstated first, provided, however, that he/she has the qualifications

necessary to perform the work to which he/she is recalled. Any employee who refuses or fails to return to work within ten (10) days after being offered a bargaining unit position with the Town will lose his/her seniority and will no longer be considered eligible for rehire. It shall be the responsibility of the laid off employee to notify the Town and the Union of any changes of address.

### **ARTICLE III - MANAGEMENT RIGHTS**

3.0 It is recognized that the Employer has and will continue to retain its rights, privileges, duties, and obligations and responsibilities to direct, promote and maintain the affairs of municipal government in all of its various aspects, including , but not limited to, the following items except where such are modified or abridged by this Agreement:

- a) the operation and direction of the municipal government departments;
- b) the determination of the level of services to be provided;
- c) the direction, control, supervision and evaluation of employees;
- d) the establishment or change of job assignments;
- e) the determination and interpretation of job descriptions;
- f) the increase, change or discontinuation of operations in whole or in part; including, but not limited to, the regionalization of dispatch services as consistent with state law;
- g) the institution of technological changes;
- h) the revising of processes, systems or equipment;
- i) the alteration, addition, or elimination of existing methods, equipment or facilities;
- j) the determination of location, organization, number and training of personnel in municipal government departments;
- k) the assignment of duties and work assignments;
- l) the assignment to duty stations;
- m) the scheduling and enforcement of working hours and work breaks;
- n) the establishment and change of schedules and shifts;
- o) the assignment of overtime;

- p) the hiring, appointment and promotion of employees;
- q) the demotion, suspension, discipline or discharge of employees;
- r) the layoff or relief of employees;
- s) the making, amendment, and the enforcement of such rules, regulations, operating and administrative procedures from time to time as the Town deems necessary; provided, however, that no specific provision in this Agreement is violated.
- t) the scheduling and assigning of leave.

During an emergency, the Town shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

- 3.1 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or to preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

#### **ARTICLE IV - UNION SECURITY/UNION RIGHTS**

- 4.0 The Town agrees to deduct union dues per pay period in an amount as specified by the secretary of the union, when furnished a signed authorizing statement from the employee.
- 4.1 The Town shall remit to the Council #4 office such Union dues no later than the 15<sup>th</sup> day of the month following the payroll period in which such dues or service charges were deducted. A list of employees and the amounts deducted shall accompany the funds.
- 4.2 The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability, the cost of administrative or other hearings or proceedings, and attorneys' fees and costs that shall or may arise out of, or by reason of, any action or inaction taken by the Town for the purposes of complying with the provisions of this Article.
- 4.3 The Town will place a bulletin board in an accessible place for the exclusive use of the Union to be designated for posting notices of Union meetings and official Union business. Notices posted shall be dated and authorized by the Union and shall not be derogatory or defamatory in character. The Town reserves the right to remove notices which violate this provision. The Union reserves the right to grieve any dispute of this Section 4.4.
- 4.4 The Town will provide each employee with a copy of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. Three (3) signed contracts will be provided to the Council #4 Representative at the time of signing.

## **ARTICLE V - NO STRIKE - NO LOCKOUT**

- 5.0 During the term of this Agreement, there shall be no lockouts on the part of the Town and no strikes, slowdowns, or stoppages of work on the part of the employees, and the Union agrees that neither it nor any local officers will call, instigate, authorize, sanction or ratify any strike, slowdown or stoppage of work.

## **ARTICLE VI - HOURS OF WORK AND OVERTIME**

- 6.0 The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and other premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum number of hours of work per day, per week or per year. The Employer's pay records, practices and procedures shall govern the payment of all wages.

- 6.1 The normal work hours will be forty (40) hours per week, Monday through Friday, consisting of eight (8) consecutive hours each day. There shall be three (3) shifts:

7:00 a.m. – 3:00 p.m.

3:00 p.m. – 11:00 p.m.

11:00 p.m. – 7:00 a.m.

A bargaining unit member is expected to be at his/her work station signed in and ready to perform his/her duties at the commencement of his/her scheduled work shift. Failure to adhere to this expectation shall be a basis for disciplinary action.

Bargaining unit members shall bid for shifts by seniority on January 1<sup>st</sup> and July 1<sup>st</sup> of each contract year.

In the event that the Town employs six (6) or more full-time dispatchers, a seven (7) day work week will be adopted in lieu of the Monday through Friday workweek.

The length of the regular workday, the length of each regular shift and the start/end times of the three (3) shifts will remain as set forth above.

- 6.2 Employee will be paid at an overtime rate (i.e., time and one half the employee's regular rate or pay) for all hours actually worked in excess of eight hours (8) hours in one day or forty (40) hours in a week. Paid and/or unpaid leave, other than paid sick leave and/or personal leave, does not constitute actual work for purposes of determining eligibility for payment at an overtime rate.
- 6.3 Except as noted below, full-time dispatchers shall be given the right of first refusal for overtime on all shifts regularly filled by full-time dispatchers, provided, however, if two (2) full-time dispatchers are regularly assigned to the shift, the Chief of Police or his/her designee will determine if a second dispatcher is necessary. Additionally, if the overtime was caused by workers' compensation, FMLA, vacation, sick leave, funeral leave,

personal leave, military leave or jury duty in excess of one (1) day, this provision shall not apply.

The Chief of Police (or his/her designee) will attempt to fill a vacancy caused by a book-off for a shift regularly filled by full-time dispatchers by first using the "rotation and shift fill policy" (prior to attempting to fill the shift with part-time dispatchers).

Full-time dispatchers must contact the Chief of Police (or his/her designee) prior to any book off.

## **ARTICLE VII - DISCIPLINARY ACTIONS**

- 7.0 No employee who has completed his/her probationary period shall be discharged or otherwise disciplined without just cause.
- 7.1 Disciplinary actions generally should follow this order:
  - a. Verbal warning;
  - b. Written warning;
  - c. Suspension; and
  - d. Discharge.

It is mutually understood and agreed by the Town and the Union that deviation from the above order for disciplinary actions may be warranted depending upon the totality of the circumstances, including the severity of the infraction, its pervasiveness and the employee's history of discipline.

- 7.2 Notwithstanding the foregoing, in cases where an Employee is charged with a felony crime arising out of employment and the Town determines that the charge(s) will be deleterious to or bring discredit to the Town, the Town may place the employee on administrative leave, without pay, for a period not to exceed the adjudication. Nothing shall prohibit the Town from reimbursing the employee exonerated of the charges.

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

- 8.0 A grievance is an allegation by an employee or the Union that the Town has violated an express provision of this Agreement. Any matter presented to the Equal Employment Opportunity Commission, the Connecticut Commission on Human Rights and Opportunities, or the Occupational Safety and Health Administration shall not be subject to this grievance procedure nor construed as grievable.
- 8.1 Adjustment of all grievances shall be sought as follows:

**Step 1.** A verbal attempt will be made to settle grievances between the employee, his union representative and the Chief of Police or his designee. If no satisfactory decision is reached between the parties, the Union and the employee shall file a written grievance to the Chief of Police or his designee outlining a statement of facts and the section of the contract which is alleged to have been violated within ten (10) working days of the date of the occurrence. The Chief of Police or his designee shall give a written answer to the Union and the employee within ten (10) working days of the receipt of the written grievance.

**Step 2.** If the matter is unsettled, the employee or Union may, within ten (10) working days of the step one answer present the written grievance submitted in step one to the First Selectman or his designee. Within ten (10) working days from the date the matter is presented to him, the First Selectman or his designee shall arrange a meeting, if requested, with the grievant and/or a union representative to review the facts for the purpose of resolving the dispute. The First Selectman or his designee shall render a decision within ten (10) working days after the grievance is received or the conclusion of said meeting, if any.

**Step 3.** If the matter is still unsettled, the Union may, within ten (10) working of the step two answer, submit the grievance to the State Board of Mediation and Arbitration ("SBMA") in accordance with its rules and procedures with a contemporaneous copy to the Town. The fees of the State Board of Mediation and Arbitration and the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union; otherwise, each party shall bear its own arbitration expense.

Notwithstanding the foregoing, within twenty (20) working days after the Union has timely filed for arbitration with the Connecticut State Board of Mediation and Arbitration, the Town may, in its sole discretion, notify the Union that it wants the matter transferred to the American Arbitration Association. The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be paid solely by the Employer; otherwise, each party shall bear its own arbitration expense.

- 8.2 The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Town. He/She shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual, written consent of the Town and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Town. The standard of proof in disciplinary cases shall be based on a preponderance of the evidence.



- 8.3 Any time limit specified in this Article, except for the initial filing of a grievance, may be extended by mutual, written agreement of the Union and the Town, provided that if a grievance is not submitted by the Union to a higher step in the above procedure, within the specified time limit, it shall be deemed settled on the basis of the answer of the last step considered.
- 8.4 Failure of the Town to render a decision at step within the time limits specified in the grievance procedure shall be deemed a denial of the grievance. The employee and/or union, as appropriate, may proceed with the next step of the grievance procedure, provided it is done within the specific time limits enumerated in Section 8.1 of this Article.

### **ARTICLE IX - VACATIONS**

- 9.0 Employees shall earn vacation leave at the base rate on the following basis:
- a) Employees with less than one (1) year shall earn vacation at the rate of .415 days per month (five (5) days per year). Employees are eligible to use said leave following successful completion of the probationary period.
  - b) Employees with one (1) year of service, but less than five (5) years shall earn vacation at the rate of .83 days per month (ten (10) days per year).
  - c) Employees with more than five (5) years of service but less than twenty (20) years shall earn vacation at the rate of 1.25 days per month (fifteen (15) days per year).
  - d) Employees with twenty (20) or more years of service shall earn vacation at the rate of 1.67 days per month (twenty (20) days per year).
- 9.1 Requests to carry over earned, but unused vacation leave, into a subsequent fiscal year must be approved by the First Selectman or his/her designee. Such carry over, if approved, shall not exceed a maximum of two (2) years earned vacation. If carry over is authorized, the employee must utilize or lose the vacation time in that fiscal year.
- 9.2 Employees may take vacation time off from work any time during the year but must notify their immediate supervisor five (5) days in advance, in writing, if taking three (3) or more days, twenty-four (24) hours' notice for less than three (3) days, except in emergency situations when vacations, upon approval, may commence immediately. The timing and number of days that may be taken at one time are subject to prior written approval of the Chief of Police or his designee. Whenever there is a conflict in requested vacation days, preference shall be given to employees according to departmental seniority, the needs of the department and the activities scheduled for the time period involved.
- 9.3 Pro rata earned accumulated vacation pay to a maximum of thirty (30) days or up to two years' accumulation, i.e., a maximum of thirty-six (36) days, whichever is more, shall be

paid to an employee in the event he/she resigns or retires from the Town in good standing (i.e., with two (2) weeks notice and without any pending investigation and/or pre-disciplinary notice). There shall be no payout if the Town terminates the employee's employment.

- 9.4 Vacation pay shall be given at the employee's base rate of pay and will not include any other forms of compensation. Except as provided in Sections 9.3 and 9.5, employees will not receive payment in lieu of taking earned vacation time.
- 9.5 In the event of death of an employee, his/her spouse and/or children shall receive his/her pro rata accumulated vacation pay to a maximum of thirty (30) days; if the employee has neither a spouse nor children, the pay shall be given to the estate of the deceased employee.
- 9.6 The First Selectman at his sole discretion, may allow an employee to charge sick time rather than vacation time if during an employee's vacation period, he/she is sick as verified by a licensed physician treating the employee for the illness.
- 9.7 When a holiday occurs during an employee's vacation period, the employee shall not be charged with vacation time.
- 9.8 If an employee wishes his/her vacation pay prior to departing on vacation, he/she shall notify his/her supervisor one (1) week in advance.
- 9.9 Vacations may be taken in no less than two hour segments when requested.
- 9.10 Employees working less than the normal work week for their classification will be granted vacation leave on a schedule prorated on their working hours compared to the normal weekly working hours for employees in their classification.
- 9.11 In the event of an emergency situation vacation leave may be postponed by the First Selectman or his designee. Vacation leave so postponed and not allowed to be taken within the fiscal year shall accrue to the employee's credit notwithstanding the above provisions for a maximum accumulation of such leave. The Town will reimburse the employee for all documented, non-refundable airline tickets, cruise tickets, etc.

#### **ARTICLE X - LEAVE**

- 10.0 Employees shall be granted sick leave with pay for personal illness or injury except where directly connected to employment by an employer other than the Town. Sick leave shall be permitted for medical/dental appointments, which cannot be scheduled outside of working hours.
  - a) Employees who have less than five (5) years of service shall receive .83 days per month. Employees, upon completion of ninety (90) days, shall be eligible for sick leave figured from their date of employment.

- b) Employees with more than five (5) years of service shall receive 1.25 days per month.
- c) The maximum amount of sick leave an employee may accrue is one hundred fifty (150) days.
- d) Sick leave shall be charged in no less than one (1) hour increments.
- e) If an employee is absent for five (5) or more consecutive working days, uses sick leave during vacation, before or after a holiday or frequently or habitually (and has been notified a note from the physician treating the employee for the absence will be required), the employee must submit a note from the physician treating the employee for his/her condition that is the cause for the absence stating the reasons for the absence. When continued absences from work constitute either an abuse of sick leave or a pattern of absenteeism the employee and the Union shall be notified in writing. After such notification, the Town may deny sick pay. A denial of sick pay is subject to the grievance and arbitration provision of this Agreement. Abuse of sick leave and/or a pattern of absenteeism may subject the employee to progressive discipline.

A pattern of absenteeism shall be defined as repeated:

- (i) absences prior to or after the employee's regularly scheduled last day of work during a calendar week;
  - (ii) absences prior to or after scheduled days off;
  - (iii) absences prior to or after holidays; or
  - (iv) absences on the same day every week or every month.
- f) Sick leave pay is at the employee's regular straight time rate.
  - g) Employees retiring in accordance with the normal retirement provisions of the Town Pension Plan who have ten (10) or more years of continuous service and seventy-five (75) or more accumulated sick days or employees who resign with twenty-five (25) or more years of continuous service and seventy-five (75) or more accumulated sick days shall be paid at the time of retirement or resignation for thirty percent (30%) of accumulated sick leave up to a maximum of forty (40) days at the rate of pay in effect at that time.
  - h) The Town reserves the right to require proof of illness, in writing, from the physician treating the employee for his/her condition that is the cause of each of the absences or other uses of sick leave as provided in this Agreement when sick

leave is taken repetitively so as to resemble a pattern or under unusual circumstances.

- i) **Sick Leave Incentive.** In recognition of excellent attendance an employee shall earn one (1) paid personal day for each calendar quarter in which there has been no sick leave usage, to a maximum of four (4) days in any one calendar year. A period of perfect attendance may include vacation, personal and holiday leave, but not incidents of tardiness or other leaves of absence. Any personal day earned shall be taken within one hundred and twenty (120) days of the same having been earned or the day shall be forfeited.

Tardiness shall be defined as an employee not being signed in and at his/her work station ready to perform his/her duties at the commencement of his/her scheduled work shift.

#### 10.1 **Funeral Leave**

- a) A leave of five (5) consecutive days with pay shall be granted an employee in the event of the death of a spouse, child, step children, parent (in-law), sibling (in-law), grandchild or grandparent.
- b) A leave of one (1) day with pay shall be granted an employee in the event of the death of an aunt or uncle to attend the funeral.

#### 10.2 **Personal Leave.** After one (1) full calendar year of employment with the Town in a bargaining unit position covered by this Agreement, a full-time employees shall be credited with four (4) personal days on July 1<sup>st</sup> of each contract year without loss of pay, non-cumulative to be taken in not less than one (1) hour increments.

Employees who commence work for the Town after July 1<sup>st</sup> of any contract year, shall be credited with up to one (1) day of personal leave for every three (3) full calendar months worked until either: (a) July 1<sup>st</sup>; or (b) he/she has been credited with four (4) personal days, whichever occurs first.

Personal leave must be requested of and approved by the Town at least twenty-four (24) hours in advance of commencement of the leave unless an emergency prevents such notice. Employees who have not completed their probationary period may only use one (1) personal day per month during their first three (3) months of employment.

#### 10.3 **Military Leave.** Military leave will be provided in accordance with applicable state and federal law.

#### 10.4 **Jury Duty.** Jury duty will be provided in accordance with applicable state and federal law. The employee shall provide proof of service on jury duty upon his or her return to work.

#### 10.5 **Union Leave.** Two (2) union members designated by the Union shall be permitted time

off with pay to attend negotiation sessions with the Town if such negotiation sessions takes place at a time when such members are regularly scheduled to be on duty and are on duty. Before absenting themselves from duty to attend such meetings, union representatives shall request permission of their supervisor and such permission shall not be unreasonably withheld.

- 10.6 **Family Leave.** Family and Medical Leave will be provided in accordance with applicable federal law.
- 10.7 **Leave of Absence without Pay.** Leaves of absence without pay may be granted at the discretion of the First Selectman or his designee for a period not to exceed one (1) year. Requests for such leave shall be made in writing to the First Selectman or his designee and shall include a statement of the reasons therefore and of the length of the leave requested. During the period of a leave without pay, the employee shall not be credited for the length of service or for the purposes of meeting the requirements of seniority, accruing sick leave or vacation time. The First Selectman may reinstate an employee from a leave of absence without pay to the position formerly held by him, if it is vacant. If the position is not vacant, he may be re-employed in any vacant position of a comparable nature for which he is qualified. If no such position is vacant or exists, he may, at his discretion be placed on a re-employment list or placed in a position of a lower grade for which he is qualified provided such a position is vacant. Any employee who is on a leave of absence without pay shall not be paid for any holidays nor accrue vacation or sick leave during the period of absence. Health and insurance benefits provided by the Town pursuant to this agreement shall cease for authorized leaves of absence without pay of greater than one month, but the employee may continue the benefits at the employee's expense while on said leave. The denial of leave shall not be a violation of this Agreement.

## **ARTICLE XII - HOLIDAYS**

- 11.0 Each active employee shall receive paid holidays during each calendar year as shown below:
- |                          |                       |
|--------------------------|-----------------------|
| New Years Day            | Labor Day             |
| Martin Luther King Day   | Columbus Day          |
| Presidents' Day          | Veteran's Day         |
| Good Friday              | Thanksgiving Day      |
| Memorial Day             | Thanksgiving Friday   |
| Independence Day         | Christmas Day         |
| One (1) Floating Holiday | Christmas Eve (½ day) |
- 11.1 If a holiday occurs on a Saturday, the preceding Friday is taken as the holiday, and if a holiday occurs on a Sunday, the following Monday is taken as a holiday.
- 11.2 If a holiday occurs during an employee's vacation, he/she shall be paid for the holiday, and no deduction shall be made from his/her vacation time.

- 11.3 If a holiday occurs while an employee is on sick leave, he/she shall be paid for the holiday, and no deduction shall be made from his/her sick leave.
- 11.4 Employees shall be eligible for paid holidays effective their date of hire.
- 11.5 Employees who work any holiday recognized in Section 12.0 above, shall receive time and one-half for all hours actually worked.

## **ARTICLE XII - INSURANCES**

- 12.0 The following health insurance plan will be offered to eligible employees:
- a. The Connecticut State Partnership Plan (as administered by United HealthCare) and the prescription drug plan offered through the Connecticut State Partnership Plan (as administered by CVS Caremark) with the benefits outlined in the attached (See Appendix B "Partnership 2.0 Benefit Summary - Medical"), provided, if the plan design changes during the period of time that the Town is a participating member, the new plan design will be adopted).
  - b. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership's Health Enhancement Program ("HEP"), as outlined in the attached (See Appendix C "Partnership 2.0 Benefit Summary - HEP").
  - c. As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars (\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.
  - d. The carrier network for the plan will be the Oxford Freedom network for providers in Connecticut, New York and New Jersey, and the United HealthCare Choice Plus network for carriers in all other states.
  - e. In the event that the State imposes additional fees or increases the Town's cost of the premium at the end of any contract year that the plan has been adopted, enrolled employees shall pay a percentage of such increase(s) based upon the employee's premium share contribution as set forth above.

In the event that the Town decides to discontinue participating in the State Partnership Plan during the term of this Agreement or upon expiration of this Agreement, the co-pays, deductibles, co-insurance maximums, out of pocket maximums and prescription costs under the State Partnership Plan shall not be considered the baseline for negotiating subsequent plan(s).

Effective July 1, 2019 through June 30, 2020, employees shall contribute fourteen percent (14%) of the premium cost for said insurance for themselves and their dependents

by weekly payroll deductions.

Effective July 1, 2020 through June 30, 2021 employees shall contribute fourteen percent (14%) of the premium cost for said insurance for themselves and their dependents by weekly payroll deductions.

Effective July 1, 2021 through June 30, 2022 employees shall contribute fourteen percent (14%) of the premium cost for said insurance for themselves and their dependents by weekly payroll deductions.

The Town may change or substitute carriers (including but not limited to dental, vision and health insurance) as long as the level of benefits are substantially equivalent to or better than the existing program on an overall plan benefit basis. The "substantially equivalent to or better than" standard shall be applied on a program-wide analysis, including the network, and shall not be benefit specific.

Upon an employee's reaching the age of sixty-five (65), the employee shall have the option of either: (1) the Town provided health insurance plan(s); or (2) enroll in Medicare in lieu of the Town provided health insurance plan(s).

If the employee elects to enroll in Medicare, the employee will receive the waiver set forth herein.

**Waiver of Coverage Option.** Employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined above. Payment to those employees waiving such coverage shall be made in July of each year for the previous year in the amount of one thousand five hundred dollars (\$1,500.00). The payment shall be pro-rated for employees hired between July 1<sup>st</sup> and June 30<sup>th</sup> based on their hire date.

- 12.1 For eligible employees, the Town shall provide Blue Cross or substantially similar full service dental plan with Rider A for the employee and dependents as follows:
  - a) Effective July 1, 2019, each employee shall be responsible for nineteen percent (19%) of the cost of the employee's dental care plan and nineteen percent (19%) of the cost of the spouse or family coverage.
  - b) Effective July 1, 2020, each employee shall be responsible for nineteen percent (19%) of the cost of the employee's dental care plan and nineteen percent (19%) of the cost of the spouse or family coverage.
  - c) Effective July 1, 2021, each employee shall be responsible for nineteen percent (19%) of the cost of the employee's dental care plan and nineteen percent (19%) of the cost of the spouse or family coverage.
- 12.2 The Town shall provide and pay for each employee a forty thousand dollar (\$40,000.00) term life insurance policy and a forty thousand dollar (\$40,000.00) accidental death and dismemberment policy.

### **ARTICLE XIII - PENSION**

- 13.0 Pension rights are defined in the Town Pension Plan and are not covered by this Agreement. The Town Pension Plan shall not be opened for negotiations during the term of this Agreement.

### **ARTICLE XIV - SAFETY, HEALTH and MISCELLANEOUS**

- 14.0 The Town in its sole discretion shall determine any safety equipment to be used.
- 14.1 The Town and Union will encourage the employee to seek professional assistance when necessary. The records concerning an employee's treatment of alcoholism, drugs or chemical substance, or stress-related problems shall remain confidential and separate from other personnel material. Employees participating in an employee assistance program shall be entitled to use their unused accumulated vacation, sick or any other accrued time for such purposes in conjunction with any applicable FMLA or other appropriate leave. Employees who fail to comply with EAP and/or drug, chemical substance and/or alcohol treatment outlined and agreed to by the employee and the treating facility shall and/or who are unable to perform the essential functions of their job complete the program or be subject to discipline up to and including termination and/or non-disciplinary separation from employment.
- 14.2 The Town, at their sole discretion, shall provide relevant training for each new employee, and continue on-the-job training. When the Town acquires new technically advanced equipment or systems, employees who will be required to operate such shall, at the Town's sole discretion, receive training in its operation.
- 14.3 The Town will provide polo shirts for employees to wear while on duty. Employees otherwise are required to dress in a neat, clean and professional manner. Employees must wear dress or work shorts or pants (no cut-offs and/or pajamas) and closed toe and heel shoes and/or sneakers.

### **ARTICLE XV - WAGES**

- 15.0 Except as otherwise specified in Article VII of this agreement, an employee shall be paid a straight rate of pay or applicable salary for his/her designated job classification for all time which the employee is entitled to compensation pursuant to the provisions of this agreement.

Effective with the first full payroll period after July 1, 2019:	2.25%
Effective with the first full payroll period after July 1, 2020;	2.50%
Effective with the first full payroll period after July 1, 2021:	2.25%



15.1 Longevity pay shall be considered as added compensation to active employees as follows:

- a) Five (5) years to nine (9) years of service as a member of the bargaining unit shall receive two hundred dollars (\$200.00) annually.
- b) Ten (10) years up to fourteen (14) years of service as a member of the bargaining unit shall receive three hundred fifty dollars (\$350.00) annually.
- c) Fifteen (15) years to nineteen (19) years of service as a member of the bargaining unit shall receive four hundred fifty dollars (\$450.00) annually.
- d) Twenty (20) years to twenty four (24) years of service as a member of the bargaining unit shall receive six hundred fifty dollars (\$650.00) annually.
- e) Twenty five (25) years or over of service as a member of the bargaining unit shall receive seven hundred fifty dollars (\$750.00) annually.

A one-time bonus of four hundred (\$400) dollars will be awarded the employee on the twenty-fifth anniversary of service in East Lyme.

- f) Thirty (30) years or more of service as a member of the bargaining unit shall receive eight hundred fifty dollars (\$850.00) annually.

Effective July 1, 2016, the thirty (30) year stipend shall be eliminated except for employees who as of July 1, 2016 qualified for such stipend.

15.2 Such longevity payment shall be paid annually to the employees within thirty (30) days of the anniversary month of hire.

15.3 Employees who leave Town service for any reason shall not be eligible for any portion of longevity pay to which the employee would have been entitled on the employee's next anniversary date.

15.4 Full-time dispatchers shall receive a stipend of one dollar (\$1.00) per hour while training new dispatchers.

15.5 Dispatchers training new dispatchers will not train more than one (1) dispatcher per shift and not to exceed four (4) hours.

15.6 In year one of the contract (July 1, 2019 through June 30, 2020), dispatchers working the second and third shifts shall receive a fifty cent (\$.50) per hour shift differential.

Effective with the first full payroll period after July 1, 2020, dispatchers working the second and third shifts shall receive a sixty cent (\$.60) per hour shift differential.

## ARTICLE XVI – SCOPE OF AGREEMENT

- 16.0 **Duration.** This Agreement shall be in effect and remain in effect through June 30, 2022 and thereafter shall be considered automatically renewed unless either party shall, not earlier than one hundred eighty (180) days and not later than one hundred fifty (150) days prior to June 30, 2022 serve written notice on the other party of a desire to terminate, modify, negotiate, change or amend this Agreement.

The parties agree that in the event that the total cost of a group health plan or plans offered by the Town to bargaining unit employees represented by the Union meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to meet for the sole purpose of negotiating over health insurance. In the event that the parties cannot reach an agreement over health insurance under this provision, the issue will be submitted to interest arbitration.

- 16.1 **Separability.** If any term or provision of this Agreement is adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable and the Employer and the Union shall meet to negotiate a clause to replace the clause adjudged in conflict with law.

- 16.2 During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Municipal Employer Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement the Employer expressly waives its right to require the Union to bargain collectively and the Union expressly waives its right to require the Employer to bargain collectively over all matters as to which the Municipal Employer Relations Act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Employer and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Employer or the Union at the time this Agreement was negotiated and executed. As used in this Section, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party. This Agreement contains the entire understanding, undertaking, and Agreement of the Employer and the Union, after exercise of the right and opportunity referred to above, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Employer and the Union.

- 16.3 The failure of the Employer or the Union to insist in any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Employer or Union to future performance of any such term or condition, and the obligations of the Employer and the Union to such future performance shall continue in full force and effect.

16.4 This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding issued concurrently (or after) with this Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

16.5 **Headings.** The paragraph captions used in this Agreement are included solely for convenience and shall not affect or be used in conjunction with the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 21 day of June, 2019.

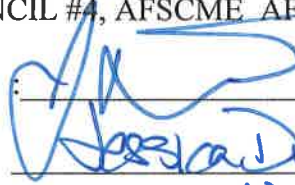
TOWN OF EAST LYME

BY:

  
Mark Nickerson  
First Selectman.

EAST LYME EMPLOYEES LOCAL 1303-436  
COUNCIL #4, AFSCME AFL-CIO

BY :

  
Anna Dwire  
Union President

BY:

  
Brett Rowe  
Council #4, AFSCME AFL-CIO

## **APPENDIX A – WAGE SCHEDULE**

### **July 1, 2019 through June 30, 2020\***

Starting Salary	\$25.70
Completion of Probation	\$29.48

### **July 1, 2020 through June 30, 2021\***

Starting Salary	\$26.34
Completion of Probation	\$30.22

### **July 1, 2021 through June 30, 2022\***

Starting Salary	\$26.93
Completion of Probation	\$30.90

\*Effective with the first full payroll period in July of each contract year.

**APPENDIX B - GRIEVANCE PROCESSING FORM**

**East Lyme Employees - Local 1303-436**

**Grievance No.** \_\_\_\_\_

- Step 1 - Department Head Action**  
**Step 2 - First Selectman Action**  
**Step 3 - Final Arbitration Action**

**GRIEVANCE STATEMENT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Grievant's**  
**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

-----  
**STEP 1-**     Date Received by Chief of Police \_\_\_\_\_  
                  Date Responded to \_\_\_\_\_  
                  Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Dept Head Signature \_\_\_\_\_

-----  
**STEP 2-**     Date Received by First Selectman \_\_\_\_\_  
                  Date Responded to \_\_\_\_\_  
                  Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

First Selectman Signature \_\_\_\_\_

-----  
**STEP 3-**     Date Forwarded to Arbitration \_\_\_\_\_  
                  Date Responded to \_\_\_\_\_  
                  Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

## **APPENDIX C**

### **ROTATION AND SHIFT FILL POLICY**

#### **1. Master Rotation List**

The Master Rotation List will be posted in the dispatch center. In order to maintain continuity of the rotation list, calls to fill shifts through rotation should be made from the dispatch center. Full-time overtime and call back will be done by rotation as presently listed and updated from time to time with the hire and/or separation of employees.

- a. **Contact Method:** Employees shall provide the Town with up to two (2) methods of contact. The Town shall use the designated numbers as the means of contacting the employee.
- b. In accordance with Article VI Section 6.3, with exceptions of emergencies, sick leave and funeral leave, a ten (10) minute call back limit will be placed on the rotation list. Once the two (2) designated numbers have been called without making contact or a person is contacted and wants to call back with an answer, the ten (10) minute time limit starts. No answers, failure to call back the person trying to fill the shift within the ten (10) minutes or declining a shift will move the dispatchers name to the bottom of the rotation list and result in the next dispatcher in the rotation being called.

#### **2. Emergencies, Sick and Funeral Days**

Absences will be filled using the rotation list in accordance to Article VI Section 6.3. The Chief of Police or his/her designee must be notified a minimum of four (4) hours prior to the beginning of the shift. Once notified, the on-duty dispatcher will log a call into IMC (Dispatch Admin Misc. call type) and begin calling through the rotation list as soon as possible. Due to the short notice for emergency call-outs, sick and funeral leave, the first dispatcher in rotation to accept the shift will get it.

- a. For Emergency situations (i.e. working fires, inclement weather, EOC Operations) or when an extra dispatcher is needed on top of the normally scheduled staffing level, full-time dispatchers will be contacted first. If all full-timers decline the shift, then part-time dispatchers will be contacted.
- b. For emergency callouts there is **no** time limit between calls. Dispatchers are called in succession until the shift is filled.
- c. Dispatchers must be able to arrive at the dispatch center within fifteen (15) minutes or the next person in rotation will be called, if the shift being filled is immediate.
- d. Once the two (2) designated numbers have been called without making contact or a dispatcher declines the shift, that dispatchers name will move to

the bottom of the rotation list and result in the next dispatcher in rotation being called.

### **3. Vacation, Personal Days & Weekend Openings**

- a. Shifts of five (5) or more days will be posted at least thirty (30) days prior to the first day of leave. If shifts are not filled one (1) week prior to the approved leave, coverage will be determined according to Article VI Section 6.3 using the Rotation and Shift Fill Policy.
- b. Shifts of four (4) days or less will be posted for at least one (1) week prior to the first day of approved leave. If shifts are not filled by two (2) days prior to the approved leave, coverage will be determined according to Article VI Section 6.3 using the Rotation and Shift Fill Policy.
- c. **Weekend Openings** – Coverage for shifts will be determined using the Rotation and Shift Fill Policy with attempt to be filled one (1) week prior to the vacant shift.

### **4. Holidays**

Holidays will be posted. Full-time dispatchers will have first right to sign up for their scheduled shift ten (10) or more days prior. All part-time personnel may then sign up for open shifts. If the shift is not filled (7) day's prior rotation will be called. If the shift cannot be filled through voluntary rotation, the scheduled full-time dispatcher for that shift will be required to work. This will not constitute as an order-in as this is their regularly scheduled shift. That person may request a shift swap for that holiday through the Chief of Police or his/her designee if two (2) or more full-time dispatchers are working.

### **5. Unforeseen Situations**

Unforeseen Situations not addressed will be filled by rotation, shift swap or overtime, which will be approved by the Chief of Police or his/her designee and may be modified at the discretion of the Chief of Police or his/her designee.

### **6. Miscellaneous**

- a. Shifts will be filled in accordance with Article VI Section 6.3.
- b. Each shift to be filled will be offered through rotation prior to a second or third shift being given to the same person. If multiple shifts are being attempted to be filled at the same time, each shift will have its own separate call out and will be filled in accordance to Article VI Section 6.3 using the Rotation and Shift Fill Policy. Shifts are to be filled in chronological order in accordance with Article VI Section 6.3 using the Rotation and Shift Fill Policy.

- c. Final decisions on shifts and scheduling rests with the Chief of Police or his/her designee. An equitable distribution of shifts based on availability will be attempted among all dispatchers.
- d. Overtime will be approved by the Chief of Police or his/her designee prior to a shift.
- e. Overtime will be given only after all other options (i.e. approved swap or rotation) have been attempted. Splitting an overtime shift between two (2) full time dispatchers remains in effect.
- f. No dispatcher shall work more than sixteen (16) hours in a twenty-four (24) hour period except for emergency situations.
- g. Full-time dispatchers shall not swap their regularly scheduled hours with part-time dispatchers. The current swap practice for full time dispatchers shall remain in effect.
- h. In the event that a full-time dispatcher calls out on a shift where one (1) full-time dispatcher is regularly scheduled to work, full-time dispatchers will be called first from the rotating list followed by part-time dispatchers.

In the event that a full-time dispatcher calls out on a shift where two (2) full-time dispatchers are scheduled to work and the Town determines that a replacement is necessary, full-time dispatchers will be called first from the rotating list followed by part-time dispatchers. The Town shall have no obligation to call any additional dispatchers if it deems that a second dispatcher is not necessary.

In the event that a part-time dispatcher calls out on a shift where a part-time dispatcher is regularly scheduled to work, part-time dispatchers will be called first followed by full-time dispatchers from the rotating list.

- i. If a full-time dispatcher accepts an overtime shift and voluntarily wishes to give up the shift, the Chief of Police or his/her designee must be notified a minimum of forty-eight (48) hours prior to the beginning of the shift in question. The shift will then be called out through rotation. If the shift cannot be filled voluntarily, said full-time dispatcher must work the previously accepted overtime shift.
- j. If a full-time dispatcher cannot work the accepted overtime shift due to an unforeseen emergency circumstance and the shift cannot be filled through voluntary rotation, then the order-in list shall be used.

## **7. Order-In List**

If the Town determines that coverage is needed for unforeseen vacancies, then a



reasonable attempt must be made to fill said shift through a volunteer basis using the Rotation and Shift Fill Policy adhering to Article VI Section 6.3 for full and part-time dispatchers.

- a. A list in reverse order of seniority will be maintained by the Town and posted at the dispatch center. If a shift cannot be filled on a volunteer basis, the Town will order in the first full-time dispatcher contacted on the order in list. That dispatchers name will then go to the bottom of the order in list.
- b. The Town may excuse a dispatcher from the order in for unforeseen emergency circumstances. The excused dispatchers name will remain at the top of the order in list for the next occurrence.
- c. A dispatcher may not be ordered in if he/she is off work due to a sick day, vacation day, floating holiday, personal day, injury leave or funeral leave.
- d. A dispatcher may not be ordered in to work if he/she is already on assignment at that time for the department or representing the department to an outside agency.
- e. If the Town determines that it must hold over a dispatcher from one shift to the next on a non-volunteer basis, the order in list referred to in the above Section 7.A must be used in a sequential manner to determine which dispatcher will be held over. The held over dispatchers' name will then go to the bottom of the order in list.
- f. No provision of this Agreement shall be construed to prevent the Chief of Police or his/her designee from ordering in dispatchers in emergency situations.