

**TOWN OF EAST LYME**

**AND**

**THE UNITED PUBLIC SERVICE EMPLOYEES UNION  
EAST LYME MUNICIPAL EMPLOYEES**

**COLLECTIVE BARGAINING AGREEMENT**

**JULY 1, 2018 – JUNE 30, 2021**

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## PREAMBLE

This Agreement is entered into by and between the Town of East Lyme, hereinafter referred to as the "Town" and the United Public Service Employees Union, hereinafter referred to as the "Union".

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## ARTICLE I - RECOGNITION

1.0 The Town hereby recognizes the Union as the sole and exclusive bargaining agent for the following permanent full-time and permanent part-time employees, excluding all other employees:

Park Maintainer I	Meals on Wheels
Highway Maintainer I	Senior Services Bus Driver
Water Maintainer I	Administrative Aide
Sewer Maintainer I	Senior Services Bus Driver II
Highway Maintainer II	Administrative Clerk (Wtr)
Park Maintainer II	Receptionist Console Operator
Water System Operator	Accounts Clerk
/Maintainer Helper II	Administrative Secretary
Custodian	Assistant Town Clerk I
Highway Maintainer III	Assessment Technician
Custodian Supervisor/ Building Maintainer	Case Worker
Park Maintainer III	Tax Collection Aide
Water Assistant Inspector/Operator/	Senior Center Associate
Maintainer IV	Fiscal Assistant (FA)(s)
Sewer Assistant Inspector/Operator/	FA Accounts Payable
Maintainer IV	FA Accounts Receivable
Park Maintainer IV	FA Payroll
Highway Maintainer IV	Revenue Accounts Assistant
Water Maintainer/Station Operator V	Administrative Assistant
Sewer Maintainer/Station Operator V	Assistant Town Clerk II
Assistant Mechanic	Assessor's Assistant
Inspector/Operator	Planning Coordinator
Transfer Station Supervisor	Recreation Program Coordinator
Park Maintainer V	Recycling Coordinator
General Foreman	Youth Services Program Coordinator
Working Foreman	Senior Center Program Coordinator
Sanitation Foreman	
Park Foreman	
Water Foreman	
Sewer Foreman	
Water & Sewer Maintenance Mechanic	
Building and Grounds Supervisor	
Highway Mechanic	

Carpenter  
Parks Foreman/Turf Manager  
Chief Water Operator  
Master Mechanic/Fleet Manager

- 1.1 The provisions of this Agreement shall apply to permanent full-time (employees working at least thirty-five (35) hours per week, year-round) and permanent part-time employees (employees working twenty (20) hours or more and less than thirty-five (35) hours per week, year-round).

## **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 possess 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 nine (9) months of actual work.
- 2.1 The Town of East Lyme shall establish a seniority list that will include each bargaining unit employee's name, department and date of hire.
- The list shall be updated on or about January 1<sup>st</sup> of each year.
- A copy of the seniority list shall be provided to the Secretary of the Local. Any objections to the seniority list shall be submitted to the First Selectman by the Union within thirty (30) days of receipt of the list.
- 2.2 An employee will be provided with two (2) weeks' notice of layoff.
- In the event that the employee continues to work for the Town during such two (2) week period, he/she shall receive his/her regular remuneration for all hours worked.
- 2.3 If it becomes necessary to reduce the work force covered by this Agreement, the following procedures shall apply:

- a) Probationary, temporary, and part-time employees in the department where the reduction is to take place shall first be laid off, provided that regular employees in said department are qualified and able to perform their work without additional training.
- b) If further reductions are necessary then the least senior permanent and permanent part-time employee(s) (herein after referred to as employee) in the job title within the department which is affected by the layoff shall be notified by the Town of his/her identification for layoff except as provided for herein. Such employee(s) shall have one week from the receipt of such notification to decide whether to take the layoff or to exercise bumping rights. If the notified employee(s) wishes to exercise bumping rights the following shall apply:
  - (1) Permanent part time employee(s) who are eligible to bump permanent full-time employee(s) shall be required to work the hours of the permanent full-time position.
  - (2) Employees can only bump within their same job title and/or down within the particular classification plan covering their position. The individual classification plans are identified as Secretarial, Clerical and Administrative Classification Plan; Maintenance Classification Plan; and Professional Classification Plan.
  - (3) Employee(s) electing to bump must possess the qualifications, including but not limited to degrees, licenses and certificates, for the position as stated in the job description. Employee(s) shall be afforded a reasonable orientation period in the new position, after which he/she shall be able to perform the work without additional training.
  - (4) The least senior employee in the department in the job title where work must be curtailed shall be laid off first provided the more senior employee in the affected job title can perform the remaining work after a reasonable orientation period. If this exception takes place, then the next least senior employee in the job title in the affected department shall be laid off first.
  - (5) Employee(s) so laid off shall be eligible to bump the least senior employee in the same job title. If there are no other less senior employees in the same job title, then the person may bump the least senior employee in the next lowest job title for which they qualify and are able to perform after a reasonable orientation period, provided they have seniority over the person being bumped. Any subsequent bumping rights which displaced employees may have shall follow this same procedure. Bumping shall take place first within the department and then in any other Town department.

- (6) Employees bumping shall go to the step of the new job title which is closest to that which they are presently receiving, provided it is not below the employee's current wage rate. In the event that it is below the employee's current wage rate at the time of the bump, the employee shall continue to receive his then current wage rate.

### **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;
- 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 due to lack of funds or of work, or the incapacity to perform duties;
- 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.

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

4.0 The Town agrees to deduct union dues per pay period in an amount as specified by UPSEU when furnished a signed authorizing statement from the employee.

- 4.1 The Town shall remit to UPSEU such Union dues no later than the 15<sup>th</sup> day of the month following the payroll period in which such dues 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 bulletin boards in accessible places in Town buildings for the exclusive use of the Union to be designated for posting notices of Union meetings and official Union business.
- 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 UPSEU 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 - PROMOTIONS**

- 6.0 All vacancies the Town intends to fill and new positions shall be posted in each department affected on a designated bulletin board in Town Hall, Municipal Complex and the Public Works building for a period of ten working days. In the absence of an interested member, the Union Steward may indicate interest for the employee. No appointments will be made until the posting procedure has been followed.
- 6.1 Vacancies filled from within shall be filled not later than forty-five (45) calendar days after the ten (10) working day posting period referenced in Section 6.0. All other vacancies to be filled shall be filled within a reasonable period of time after the advertisement for the position. Nothing herein shall require that the Town fill a vacant position or establish a new position.
- 6.2 From among internal and external applicants qualified for a posted position, the Town will award the position to the most qualified applicant; provided that, if, because two (2) or more applicants are equally qualified, application of such standard results in a choice of more than one (1) applicant who might be awarded the job, the Town will award the job to the senior internal applicant employee. The Town shall consider, among other

factors, the applicants seniority, qualifications for the job, prior attendance at work, past job performance, and technical knowledge and skills. For the purpose of determining qualifications, the Town has the right to develop and use standardized tests based on the requirements of the position.

- 6.3 When an employee satisfactorily fills a vacancy for a new position (unless it is a temporary assignment), for a period of ninety (90) working days, then he/she shall be considered qualified, and allocated to said position if the position continues to exist; otherwise, he/she shall return to his/her former position.
- 6.4 When an employee is assigned to perform a job in a higher classification in the unit for more than four (4) consecutive hours, he/she shall receive the pay of the higher classification for all time worked. Said compensation shall be at the first step in the classification range for the position in which he or she is acting or at the step in such classification range that is closest to five percent (5%) greater than his or her regular compensation rate.

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

- 7.0 The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, and other premium wages. The Town's pay records, practices, and procedures shall govern the payment of all wages. Any and all overtime worked by bargaining unit employees must be authorized by his or her immediate supervisor.
- a) **Clerical, Secretarial, and Technical Employees.** The normal work day for clerical, secretarial, and technical bargaining unit employees in full time positions shall be seven and one-half (7½) hours a day, five (5) days a week, Monday through Friday from 8:00 a.m. to 4:30 p.m., with an unpaid one-half (½) hour for lunch.
- b) **Maintenance Employees (including Water and Sewer Department Maintenance Staff).** The normal work day for maintenance employees in full time positions shall be eight (8) hours a day, five (5) days a week, Monday through Friday, from 7:00 a.m. to 3:30 p.m. with an unpaid one-half (½) hour for lunch. The following schedule of bargaining unit employees in full time positions shall be exceptions to that which is stated above.
- c) **Custodian and Senior Service Bus Driver.** The day Custodian and the Senior Service Bus Driver in the Town Hall and Municipal Complex shall work an eight (8) hour day between the hours of 7:00 A.M. to 4:00 P.M. with an unpaid one half (½) hour lunch period. The night Custodian in the Town Hall and Municipal Complex shall work an eight (8) hour day between either the hours of 3:00 p.m. to 12:00 a.m. with a one-half (½) hour lunch period or 2:00 p.m. to 11:00 p.m. with a one-half (½) hour lunch period. The schedule for the night custodian shall be determined by the First Selectman or his designee.



- d) **Highway Department Administrative Assistant.** The Administrative Assistant in the Highway Department shall work an eight-hour day between the hours of 7:00 a.m. to 5:00 p.m. with an unpaid one half-hour (½) lunch period.
- e) **Transfer Station Employees.** The normal work week for regular transfer station employees shall be from Tuesday - Saturday 7:00 a.m. - 3:30 p.m. with an unpaid one-half (½) hour lunch.

The Town reserves the right to assign other Highway Department employees to work at the transfer station either:

- (1) from Tuesday through Saturday; or
- (2) on an individual day (or days) to cover vacations, other forms of paid leave or pre-approved Saturday days off by the regular staff.

When a highway department employee is assigned to work at the Transfer Station Tuesday through Saturday in accordance with paragraph e) (2) above, the Town will provide such employee a minimum of five (5) calendar days' notice.

If such notice is not provided in a timely manner, the employee will be eligible for overtime for working the Saturday shift.

An employee assigned to work at the Transfer Station (regardless of whether it is for the entire work week of Tuesday – Saturday or on an individual day or days) may not turn down the assignment unless he has an acceptable reason on why he is not available to work on such day (as determined by the Department Head or his designee).

The Department Head or his designee may require documentation with regard to the reason(s) why the employee was not able to work the assignment (or shift).

Once an employee has been assigned a Saturday shift (including regular transfer station employees), he may not call out sick on that Saturday unless he has a note from the physician who treated him for the condition that caused the absence.

If an observed holiday falls on a Monday, then the Transfer Station will be closed on the subsequent Tuesday (holiday pay would be received for the Tuesday, not the Monday).

On observed holidays that do not fall on a Monday, the Transfer station will be closed on the observed holiday and the eligible employee will receive holiday pay.

Management will attempt to rotate bargaining unit members to cover the Tuesday thru Saturday Transfer Station shifts as best as possible.

- f) The Union recognizes that it is occasionally necessary to work different work schedules. Upon giving of fourteen (14) calendar days prior notice, in writing, to the Union, the Employer may effect a change in the scheduled hours of not more than one hour. Such changes to the normal workday may include the expansion of the workday up to an hour before or after the parameters, set forth in Section 7.0 (a) - (d) above.
- g)
  - (1) The normal workweek for salaried employees is established between thirty-five (35) and forty (40) hours per week, with one half hour (unpaid) for lunch. The Recreational Program Coordinator, Youth Services Program Coordinator and Senior Center Program Coordinator shall receive pay at straight time for all hours worked outside his or her normal working hours or compensatory time off.
  - (2) Any agreement or understanding whether to use compensatory time in lieu of overtime pay shall be reached before performance of overtime work. If the parties are unable to agree, the employee shall receive overtime pay.
- h) The Town retains the right to hire part-time employees working less than twenty hours per week to supplement the work of regular employees and to schedule their hours accordingly, provided that such employees shall not be used to replace regular bargaining unit employees or reduce the normal overtime of regular employees.
- i) Employees may carry at any time no more than forty (40) hours of compensatory time. Accordingly, the maximum number of compensatory hours any employee may have at any time is forty (40) hours. Employees who desire to utilize accrued compensatory time must receive prior written approval from the department head or his/her designee.
- j) In the event that it becomes necessary to establish shifts other than those established herein, the parties upon notice of such need agree to immediately commence negotiations. Should the parties be unable to reach agreement either party may file for a contract reopener on this section only, utilizing the services of the State Board of Mediation and Arbitration. The parties agree that the time limits and preliminary procedures of the Municipal Employees Relations Act shall be waived and the issue(s) will be submitted directly to binding arbitration. The rules, regulations, and procedures of the State Board shall apply regarding the selection of the Arbitrator and the conduct of the hearing.
- k) Employees shall receive two ten-minute work breaks per work day or work shift as scheduled by Department Heads or designated representatives in the daily/shift work schedule. The allowed work break includes transit time to and from the work site. Where work areas require continuous employee presence the Department Head or designated representative shall schedule breaks so as to

maintain continuous work area coverage. An employee may not work through his/her lunch break without prior authorization from his or her immediate supervisor.

- 7.1 a) Premium pay shall be paid for work authorized by the First Selectmen or his designee, as follows: Time and one half shall be paid for all hours worked in excess of eight hours in any day or forty (40) hours worked in any week except for the Recreational Program Coordinator as specified in Section 7.0(g).
- (1) **Secretarial, Clerical and Administrative Classes.** Compensatory time off in lieu of overtime payments shall be allowed up to a maximum forty (40) hours. If the Town has the funds to pay for overtime, the employee has the choice of accepting or rejecting compensatory leave in exchange for overtime worked. However, if the Town does not have the funding to pay the employee for overtime, the employee must accept compensatory time for overtime worked.
- (2) **Maintenance Classes.** Compensatory time off in lieu of overtime payments may be offered up to a maximum of two hundred and forty (240) hours which represents not more than one hundred and sixty (160) hours of actual overtime worked.
- b) Time and one-half (1½) shall be paid for all time worked on Saturdays except for the Recreational Program Coordinator, Youth Services Program Coordinator and Senior Center Program Coordinator as specified in Section 7.0(f) and employees assigned to the Transfer Station as specified in Section 7.0(e).
- c) Time and one-half (1½) shall be paid for all time worked on Sundays except for the Recreational Program Coordinator, Youth Services Program Coordinator and Senior Center Program Coordinator as specified in Section 7.0(f)
- d) Time and one-half (1½) shall be paid for all time worked on holidays, plus holiday pay. Double time shall be paid for all time worked on Christmas Day plus holiday pay. Holiday pay for employees assigned to the Transfer Station shall be in accordance with Section 7.0(e).
- 7.2 Full-time employees shall be given preference on all overtime assignments within their departments, provided they are qualified to perform the work without additional training.
- 7.3 All overtime work shall be distributed as equally as practical, within fifteen (15) hours annually, among employees within a classification within departments. In the event of a violation of this clause, the Employer shall offer an aggrieved employee the next available overtime opportunity, as the sole remedy. Adjustments of overtime to remedy an uneven distribution within a fiscal year shall be made within four months of identifying the need. An exception to this section shall be the Town's present policy of utilizing certain work crews within departments to perform tasks such as road repairs on a

scheduled overtime basis. Any crews assigned to work on a scheduled overtime basis other than those crews currently in effect shall be discussed with the Union prior to implementation.

- 7.4 An employee who is unavailable for overtime work when called shall be charged with the overtime as if he or she had worked. In the case of an emergency, including but not limited to snowstorms, as determined by the First Selectman **or** Director of Public Works or his/her designee, the Town shall have the right to require that employees work overtime assignments. It is the employee's obligation to identify a preferred contact device and/or method and to ensure that such information is updated, as needed, with the Town.
- 7.5 A record of department overtime shall be updated regularly and made available to the Union Steward upon request.
- 7.6 When an employee is called in for work outside his/her regularly scheduled working hours, he/she shall be paid a minimum of three (3) hours at the applicable overtime rate, except employees shall not receive any additional call in pay for overtime work scheduled in advance, or if an employee is called in within three (3) hours from the start of the previous call in, or within two (2) hours of the start of the employee's regular shift, or if the employee is held over on his/her regular shift.
  - a) Employees called in for alarm resets shall be paid a minimum of three hours at the applicable overtime rate for the first call in of a day and two (2) hours at the applicable overtime rate for additional call ins during the same day except employees called in for alarm resets shall not receive any additional call in pay if an employee as called in within three (3) hours from the start of the first call in of the day or within two (2) hours of the start of additional daily call-ins or of the start of the employee's regular shift.
- 7.7 A. Employees in the Water and Sewer Department required to be on a rotating duty roster on weekends and holidays for normal pump station maintenance and rounds and for emergency calls shall be paid as follows when assigned by the Town for such duty:
  - a) Four (4) hours of overtime at the applicable rate for station rounds an employee is required by the Town to perform on Saturday or Sunday or both. One (1) bargaining unit employee shall be assigned to perform weekend overtime for station rounds one (1) day per weekend. In the event that the Town determines that a bargaining unit employee is required on both days during a weekend, the Town, at its discretion, may call a bargaining unit employee in for the second day. In the event the Town, at its discretion, determines that more than one (1) bargaining unit employee is required on either day, it may call in additional employees. Four (4) hours of overtime at the applicable rate for

station rounds an employee is required by the Town to perform on holidays. Bargaining unit employees shall be assigned to perform station rounds on Labor Day, Thanksgiving Friday, Christmas Day, New Year's Day and Memorial Day. The Town shall determine if bargaining unit employees are required to perform station rounds on any other holiday.

- b) Three (3) hours overtime pay at the applicable overtime rate for water and/or sewer related emergency calls he may respond to on a per call basis on weekends and holidays.
  - B. Qualified bargaining unit employees in the water and sewer department may be assigned for after hour's emergency coverage, Monday through Thursday. Each such employee shall be assigned for a total period not to exceed thirteen (13) weeks per fiscal year. Such employees shall be paid as follows when assigned by the Town for such duty:
    - a) Three (3) hour minimum call-out pay at the applicable overtime rate of pay for water and/or sewer related emergency calls he may respond to on a per call basis outside normal work hours.
    - b) At the discretion of the Town, the applicable superintendent may continue to perform such work.
  - C. Employees assigned to duty per Section 7.7 A or 7.7 B shall:
    - a) Be provided a contact device by the Town and must remain available and respond to all water and/or sewer related emergency calls within thirty (30) minutes.
    - b) Receive a stipend of fifty dollars (\$50.00) per day for being on call and carrying the contact device provided that the employee complies with subsection (a) herein. In the event that the employee is either unavailable or fails to respond to any calls while on call, he shall not receive the stipend. The employee understands and agrees that he shall be responsible for maintaining the device provided to him by the Town in proper working order.
- 7.8 Employees requested to work Saturdays, other than for emergencies, shall be requested to do so by the employee's supervisor no later than the end of the normal work day on the preceding Thursday.
- 7.9 The scheduling/use of compensatory time shall be at the mutual agreement of the Department Head or his/her designee and the employee.
- 7.10 All employees shall be paid weekly on Thursday.

- 7.11 Any adjustment in pay will commence the first day of the pay period following such adjustment.
- 7.12 All bargaining unit employees shall be paid via direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Town to implement direct deposit.

### **ARTICLE VIII - DISCIPLINARY ACTIONS**

- 8.0 Disciplinary actions of non-probationary employees shall be for just cause. An employee may be warned (verbal or written), suspended, demoted or dismissed at the discretion of the First Selectman or his designee when the seriousness of an offense or other relevant considerations justify such action.
- 8.1 The First Selectman or his designee shall have the authority to implement discipline. Whenever such disciplinary action is taken, except for verbal warnings, the employee shall receive a written statement from the First Selectman or his designee stating the reason for such action and the penalty imposed. A copy shall be sent to the Union President.
- 8.2 All disciplinary actions shall be subject to the grievance procedure provided however the discipline or discharge of an employee who is in probationary status shall not be a violation of this Agreement.
- 8.3 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.

### **ARTICLE IX - GRIEVANCE PROCEDURE**

- 9.0 For purposes of this Article, a grievance shall be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms 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.
- 9.1 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 immediate supervisor. If no satisfactory decision is reached between the parties, the Union and the employee shall file a written grievance to the immediate supervisor outlining a statement

of facts and the section of the contract which is alleged to have been violated within fifteen (15) working days of the date of the occurrence. The immediate supervisor 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 complainant and his representative are not satisfied with the decision rendered by the immediate supervisor, the employee or Union shall within ten (10) working days of receipt of the step one decision submit the written grievance referred to in step one to the Department Head. Within ten (10) working days after receiving such grievance, the Department Head shall arrange a meeting, if requested, to review the facts with the grievant and a union representative. The Department Head 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 employee or Union may, within ten (10) working days of the step 2 answer present the written grievance submitted in step one to the First Selectman or his designee. Within fourteen (14) 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 the union representative, to review the facts for the purpose of resolving the dispute. The First Selectman or his designee shall render a decision within fourteen (14) working days after the grievance is received or the conclusion of said meeting, if any.

**Step 4.**

- a) If the matter is still unsettled, the Union may, within twenty (20) working days after receipt of the step 3 decision, submit the grievance to arbitration. Written notice of intention to proceed to arbitration shall be given to the First Selectman at the same time as notice is given to the State Board of Mediation and Arbitration or the American Arbitration Association.
- b) Notwithstanding the language of paragraph (a), within twenty (20) working days after the Union has timely filed for arbitration with the Connecticut State Board of Mediation and Arbitration in compliance with paragraph (a), the Town may, in its sole discretion, notify the Union that it wants the matter transferred to the American Arbitration Association and submit a demand for arbitration under the expedited rules of the American Arbitration Association. The fees of the American Arbitration Association 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.

- 9.2 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 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.
- 9.3 The Grievance Processing Form, Appendix B, shall be used to record process of all grievances not settled through verbal processes with the immediate supervisor. The form shall be completed and forwarded with all documentation through each step of the adjustment process. The time limits provided for in this article may be extended by agreement of the parties
- 9.4 The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under Section 9.1 of this Article shall not exceed one (1) Union official and the grievant at the first two steps and two (2) Union officials and the grievant at step three of the grievance procedure, unless the attendance of additional witnesses is required. No Union business or meetings of Union officials shall be permitted on Town time.
- 9.5 Failure at any step to appeal shall be considered acceptance of the decision rendered. Failure by the Town to respond to an appeal of a decision by the Union shall automatically process the grievance to the next step.
- 9.6 The mediation services of the State Board of Mediation and Arbitration may be used prior to or after filing a grievance for arbitration provided both parties mutually agree on the desirability of this service.

#### **ARTICLE X - VACATIONS**

- 10.0 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 (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 (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 (15 days per year).
  - d) Employees with twenty or more years of service shall earn vacation at the rate of 1.67 days per month (20 days per year).



- 10.1 For purposes of computing vacation time the contract year shall be used. Normally employees must take all vacation time earned during the year following the contract year in which it is earned. Requests to carry over earned but unused vacation leave, not to exceed thirty (30) days, into a subsequent contract year must be approved by the First Selectman or his designee. If carry over of vacation is authorized, this time shall normally be taken in the following contract year or be forfeited unless the First Selectman allows further carry over of said vacation time on a year to year basis.
- 10.2 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, except in emergency situations when vacations may commence immediately. The timing and number of days that may be taken at one time are subject to prior written approval of the employee's Department Head or the First Selectman in the absence of the Department Head. 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.
- 10.3 Pro rata earned accumulated vacation pay to a maximum of thirty (30) days shall be paid to an employee in the event he/she terminates his/her service with the Town except that there shall be no payout if the termination is a result of a discharge for just cause.
- 10.4 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 10.3 and 10.5, employees will not receive payment in lieu of taking earned vacation time.
- 10.5 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.
- 10.6 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, in writing, by a licensed physician treating the employee for the illness during such period of time.
- 10.7 When a holiday occurs during an employee's vacation period, the employee shall not be charged with vacation time.
- 10.8 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.
- 10.9 Vacations may be taken in no less than one-half ( $\frac{1}{2}$ ) day increments when requested.

- 10.10 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.
- 10.11 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.

#### **ARTICLE XI - LEAVE**

- 11.0 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 shall be entitled to accumulate sick days at the rate of 1.25 days per month. The maximum amount of sick leave an employee may accrue is one hundred twenty-five (125) days.
  - b) Sick leave shall be charged in no less than one (1) hour increments.
  - c) Sick leave shall accrue from the date of hire. New employees, upon completion of ninety (90) days, shall be eligible to use sick leave.
  - d) 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 his/her treating physician will be required), the employee must submit a note from the physician treating the employee for the illness causing 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. Such 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.
  - e) Sick leave pay is at the employee's regular straight time rate.
  - f) 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 provided bargaining unit employees

may elect to apply sick leave for an increase in pension benefits under Article XIV in lieu of the payout set forth above in accordance with the following:

Upon retirement, bargaining unit employees will be given an additional percentage above and beyond his/her actual service time retirement benefit for unused sick leave as follows:

<u>Numbers of Days Exchanged</u>	<u>Percentage</u>
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100 days	1%
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- g) Employees working less than the normal work week in their classification will be granted sick leave on a schedule prorated based on their working hours compared to the normal weekly working hours in their classification.
- h) In order to qualify for sick leave payment in accordance with the provisions of this section, an employee must notify his/her immediate supervisor or designee via either text message or at the telephone number designated by his/her immediate supervisor no later than one (1) hour prior to the time the employee is scheduled to be on duty. An emergency situation shall be an exception to the above notification requirement. An employee shall be subject to discipline in the event that he/she fails to provide timely notice via the proper means set forth above.
- i) The Town reserves the right to require proof of illness from the physician treating the employee for his/her illness 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.
- j) **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 used in the contract year or, if earned in the fourth quarter, no later than ninety (90) days after it is earned or the day shall be forfeited. Such personal days shall not be cumulative. Sick leave incentive days may be taken in no less than one-quarter (¼) day increments.

Tardiness shall be defined as being late by more than seven (7) minutes for a scheduled shift.
- k) In the event of illness or injury to an employee's spouse, child, or parent that requires his or her attendance, such an absence may be charged against credited sick leave, up to three (3) days per contract year.

11.1 **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, parent (in-law), sibling (in-law), grandchild, or grandparent, step children or step parents.
- b) A leave of three (3) consecutive days with pay shall be granted for any dependent person domiciled in the employee's household.
- c) A leave of one (1) day with pay shall be provided to an employee in the event of the death of an aunt or uncle to attend the funeral.

11.2 **Personal Leave** After one (1) full calendar year of employment with the Town, a permanent employee shall be credited with three (3) personal days on July 1<sup>st</sup> each 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 three (3) personal days, whichever occurs first.

Personal leave must be requested of and approved by the employee's Department Head 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.

11.3 **Military Leave** The Town will comply with its obligations under federal and/or state law(s).

11.4 **Jury Duty** An employee required to report for jury duty shall be entitled to leave with pay for scheduled work hours lost as the result of such service, up to a maximum of thirty (30) working days. The employee shall provide proof of service on jury duty upon his or her return to work.

11.5 **Union Leave** Three (3) union members designated by the Union shall be permitted time off with pay to attend negotiation sessions with the Town if such negotiation sessions are held within regularly scheduled working hours.

The Union will be allowed, without loss of pay, three (3) Union business leave days per calendar year to attend labor conventions and conferences. Such leave shall be used in at least half day increments. The Union President shall submit a request to use such days in writing to the First Selectman at least five (5) days in advance of the requested leave. Such requests are subject to the operational needs of the Town, but will not be unreasonably denied.

#### 11.6 **Family Leave**

- a) The employer agrees that eligible employees are entitled to take up to twelve (12) weeks of unpaid, job protected leave in a twelve-month period commencing from the start of the employee's first such leave under the eligibility and coverage provisions of the Federal Family and Medical Leave Act (FMLA).
- b) Notwithstanding the above the employer shall continue health care benefits in the same manner as before the start of FMLA leave.
- c) Employees must substitute accrued paid leave for which they are eligible for all or part of any FMLA leave.
- d) The denial of leave shall not be a violation of this Agreement.

11.7 **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 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**

12.0 Each active employee shall receive thirteen and one-half (13½) paid holidays during each calendar year as shown below:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day  
Floating Holiday\*

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Day  
Christmas Eve (½ day)

**\*Floating Holidays:** The First Selectman will make every effort to designate the Floating Holiday on or before July 1<sup>st</sup> of the fiscal year.

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 Employees shall receive their regular rate of pay for each of the full day holidays and half (½) day holiday.
- 12.5 Employees shall be eligible for paid holidays effective their date of hire.
- 12.6 Employees in classifications covered by this bargaining unit who work less than the regularly scheduled hours for the classification shall be granted pro rata holiday pay for each holiday based upon their regularly scheduled weekly working hours.
- 12.7 Observed holidays for employees assigned to the Transfer Station are also addressed under Article VII, Section 7.0(e).

### **ARTICLE XIII - INSURANCES**

- 13.0 In each year of the contract, the Town shall provide and pay for all eligible employees and their enrolled dependents healthcare coverage as follows:

Employees shall have the option of electing coverage through a High Deductible Health Plan ("HDHP"), PPO Plan, or a Waiver of Coverage option with proof of other coverage.

Employees hired on or after August 1, 2008 must work thirty (30) or more hours per week to be considered eligible employees.

In the event that the Town determines to fully insure, change insurance carriers, and/or modify plan design, the coverage and benefits will be comparable to the coverage and benefits then in effect.

- a) **PPO Plan Design**

**PPO Plan**

Office Visit

\$30.00

Hospital	\$350.00
ER	\$150.00
Outpatient Surgery	\$200.00
Urgent Care	\$200.00
Out of network Deductible	\$300/\$500/\$500
Out of network Coinsurance	70%/30%
Prescriptions	\$10/\$25/\$40
	\$2,000 max

The PPO Plan:

- Does not cover gastric bypass surgery
- Infertility benefits are subject to the state mandate limits
- Prior authorization is required for high-cost diagnostics (\$75.00 to \$750.00 maximum)

b) **HDHP Plan**

In year one of the contract (July 1, 2018 through June 30, 2019), the Town will pay sixty-five percent (65%) of the deductible for the HDHP; in year two of the contract (July 1, 2019 through June 30, 2020), the Town will pay sixty percent (60%) of the deductible for the HDHP; in year three of the contract (July 1, 2020 through June 30, 2021), the Town will pay fifty five percent (55%) of the deductible for the HDHP.

\$2,000.00/\$4,000.00 deductible

100% in network 80%20% out-of-network

\$5,000.00/\$10,000.00 combined in and out-of-network

Upon satisfaction of the HDHP deductible, prescriptions are subject to a managed three tier drug rider with co-pays of \$10 Generic/ \$25 Brand Name/ \$40 Non-Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Contributions by the Town to an employee's HSA shall be made on or about July 1<sup>st</sup> of each year (fifty percent (50%) of the Town's contribution) and on or about January 1<sup>st</sup> (the remaining fifty percent (50%) of the Town's contribution).

An employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is

hired by the Town after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status. The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30<sup>th</sup> of the applicable contract year.

In the event that during the term of this collective bargaining agreement the Town adopts the Connecticut State Partnership 2.0 Plan, such plan may be adopted by the Town with an effective date determined by the Town in lieu of the PPO Plan and HDHP Plan set forth herein.

If the Town adopts the Connecticut State Partnership 2.0 Plan, the following language shall apply:

- 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.
- f. Premium share contributions shall be based on the total cost of the health insurance plan for the specific contract year.
- g. If the State makes any plan changes to the Connecticut State Partnership Plan, the Town will adopt the same benefit changes while in the Connecticut State Partnership Plan.



- h. In the event that the Town adopts the Connecticut State Partnership Plan, the Town reserves the right to offer the plan(s) in place during the July 1, 2018 through June 30, 2019 contract year provided the cost of the plan(s) is less than the cost of the Connecticut State Partnership Plan for the year(s) the Town is seeking to change plans.

If the Union prefers to remain in the Connecticut State Partnership Plan and the parties agree to maintain the Connecticut State Partnership Plan, bargaining unit employees who are enrolled in Town sponsored health insurance will pay the applicable cost share and the difference in the cost between the Connecticut State Partnership Plan and the Town adopted plan.

The cost share of the PPO and HDHP plan shall be as follows:

	<u>PPO</u>	<u>HDHP</u>
July 1, 2018	18.5%	13.5%
July 1, 2019	19%	14%
July 1, 2020	19%	14.5%

Employee payment shall be made through a payroll deduction which shall be done by the adoption of an Internal Revenue Code Section 125 pre-tax premium conversion account so that health insurance contributions may be made from pre-tax dollars.

In the event that the Town adopts the Connecticut State Partnership 2.0 Plan during the term of this Agreement, the premium share contributions set forth above for the PPO plan for the July 1, 2018 through June 30, 2019 contract year shall apply to the contract years that the Connecticut State Partnership 2.0 Plan is in effect during the remaining term of the July 1, 2018 through June 30, 2021 collective bargaining agreement for all employees enrolled in the Town's health insurance plan.

In the event that the Town adopts the Connecticut State Partnership 2.0 Plan during the term of this Agreement, the premium share contributions set forth above for the PPO plan for the July 1, 2018 through June 30, 2019 contract year shall apply to the contract years that such plan is in effective during the remaining term of the July 1, 2018 through June 30, 2021 collective bargaining agreement for all employees enrolled in the Town's health insurance plan.

- d) **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 set forth below. The payment shall be pro-rated for employees hired between July 1<sup>st</sup> - June 30<sup>th</sup> based on their hire date.

**Number of Eligible employees who elect to waive:**

9 or less	10-12	13-15	16 or more
\$1,500.00	\$2,000.00	\$2,500.00	\$3,000.00

**Dental:**

July 1, 2018	18.5%
July 1, 2019	19%
July 1, 2020	19%

- 13.2 On an annual basis, in the event that the employee and his/her spouse completes a health risk assessment and biometric screening, his/her premium share for the following contract year shall be reduced by one percent (1%) effective with the first full payroll period after July 1<sup>st</sup>.

On July 1<sup>st</sup> of the subsequent contract year, the premium share set forth herein shall be in effect for the employee. Accordingly, the reduction in the premium share by one percent (1%) shall be based on the premium share negotiated by the parties for the following contract year, as set forth herein.

The information included on the assessment and from the screening will not be provided to the Town. The only information provided by the carrier to the Town is whether the assessment and screening were completed.

The aforementioned language regarding the one percent (1%) reduction shall not apply in the event the Town adopts the Connecticut State Partnership 2.0 Plan.

- 13.3 The Town shall provide and pay for each employee a twenty-five thousand-dollar (\$25,000.00) term life insurance policy and a twenty-five thousand dollar (\$25,000.00) accidental death and dismemberment policy.

**ARTICLE XIV - PENSION**

- 14.0 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.

- 14.1 Effective July 1, 1999, pension credits shall accrue upon completion of probation, retroactive back to date of hire.

**ARTICLE XV - SAFETY, HEALTH and MISCELLANEOUS**

- 15.0 When an employee feels that a working condition is unsafe or unhealthy he/she shall bring the concern to the attention of his/her supervisor. If the supervisor does not agree the employee must follow the rule work now, grieve later, unless there is imminent

danger to the employee's physical well-being. Issues concerning health and safety shall be presented by the Union President or his/her designee, in writing, to the appropriate department head for resolution. If the issue remains unresolved by the department head the Union may submit the issue to the Health and Safety Committee for consideration. The Employer shall make repairs or adjust unsafe or unhealthy working conditions as soon as practicable after determination by the Employer that such conditions need correcting.

- 15.1 Employees required to use self-contained breathing devices as defined by OSHA shall receive medical clearance from their personal physician and provide to the Town the results of such examination. The cost to be paid by the Town.
- 15.2 The Town shall have sole discretion in assigning vehicles and determining who may take vehicles home after work hours and imposing regulations and guidelines on how Town vehicles may be used.
- 15.3 All incidents of personal or vehicular accidents shall be reported to the employee's immediate supervisor as soon as possible after an accident if occurred during work hours or while operating Town equipment.
- 15.4 The Town and the Union recognize the value of counseling and assistance programs to those employees experiencing personal problems which interfere with the employee's efficient and productive performance of his/her job duties and responsibilities. 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 to their credit. Employees who undergo drug, chemical substance and/or alcohol treatment outlined and agreed to by the employee and the treating facility shall complete the program or be subject to discipline up to and including termination.
- 15.5 The Town, at their sole discretion, shall provide relevant training for each new employee, and continue on-the-job training which will enhance employee performance by keeping them abreast of advancements in their respective fields of work. 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.
- 15.6 All classes and training required by the employer to maintain existing certifications necessary for the employee's job will be paid for by the employer. The employer reserves the right to change the employee's hours of work on the days of classes or training to accommodate the class or training (for example, evening classes or trainings) and to eliminate the occurrence of overtime as a result of the class or training.

- 15.7 GPS installed in Town vehicles may be used for, including but not limited to, efficiency, emergencies, safety and/or discipline.

Security cameras installed in Town vehicles or in Town facilities may be used for, including but not limited to, efficiency, emergencies, safety and/or discipline.

- 15.8 If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, upon notification, in writing from the Town, the employee's employment with the Town shall cease at such time.
- 15.9 In the event that the First Selectman or his/her designee closes Town Hall (or closes Town Hall early) on a regular work day for Town Hall employees due to inclement weather, non-essential employees will receive remuneration for such day (or partial day) by use of either available personal leave or vacation leave. If the employee does not have any available personal leave or vacation leave, the time will be unpaid.

A "non-essential employee" for purposes of Article XV, Section 15.10 shall mean an employee who is not required by the Town to work when the First Selectman or his/her designee closes Town Hall on a regular work day for Town Hall employees due to inclement weather.

## **ARTICLE XVI – UNIFORMS**

- 16.0 The Town in its sole discretion shall determine the safety equipment to be used in each department as well as uniforms and foul weather gear. Employees in Maintenance classifications shall wear upper body uniform clothing, identifying the Town of East Lyme, provided by the Town, together with safety equipment and rain gear.

If an employee fails to return said uniform(s) and/or gear to the Town at the time he/she is terminated or resigns from employment, the Town is entitled to the withhold pro-rated costs of the uniforms from the employee's final pay.

Building and maintenance employees, sewer and water department employees and public works employees shall be provided with a two hundred fifty dollar (\$250.00) annual stipend to purchase blue jeans and winter coats to be worn while at work. Such blue jeans and winter coats must be acceptable to management and shall be clean, presentable and without holes or tears. The Town shall continue to provide such employees with t-shirts, sweatshirts and safety boots (as set forth below).

Clothing designed to blend with backgrounds is unsafe and not allowed.

One (1) pair of safety shoes will be provided annually (fiscal year) by the Town of East Lyme from one of two vendors, such vendors to be scheduled for availability to employees not less than semi-annually. Employees authorized one (1) pair of safety

shoes pursuant to this section may be provided a second pair of shoes during the fiscal year at the sole discretion of the First Selectman or his/her designee. A refusal by the First Selectman for a second pair of shoes shall not be a grievable matter. Employees shall be required to wear or utilize safety equipment as specified by the Town or be subject to disciplinary action.

At all times building and maintenance employees, sewer and water department employees and public works employees must wear clothing that is approved by the Town.

## **ARTICLE XVII - WAGES**

17.0 a) 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.

b) The job classification to which an employee is assigned at the time of initial employment shall be the employee's "designated job classification" and shall remain the employee's designated job classification unless the employee moves to another job classification in accordance with the procedures set forth in Section 2.3 or Article VI of this agreement, in which case, the job classification to which the employee moves shall become the employee's designated job classification.

c) There shall be a wage schedule (Appendix A) that sets forth the hourly wage rates (and salaries, where applicable) for bargaining unit employees.

Effective July 1, 2018 a two percent (2.0%) general wage increase shall be added to each step of the salary schedule.

Effective July 1, 2019 a two and one-quarter percent (2.25%) general wage increase shall be added to each step of the salary schedule.

Effective July 1, 2020 a two and one-quarter percent (2.25%) general wage increase shall be added to each step of the salary schedule.

d) When an employee, whose designated job classification is listed in Appendix A, is promoted or transferred to another job classification listed in Appendix A with a higher rate of pay, he shall be paid at the step of the new classification which is closest to five percent (5%) of his previous rate or at the minimum step for the job classification to which he/she was transferred or promoted, whichever is greater.

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

- a) Five (5) years to nine (9) years of service in East Lyme employees shall receive one hundred dollars (\$100.00) annually.
  - b) Ten (10) years up to fourteen (14) years of service in East Lyme employees shall receive two hundred fifty dollars (\$250.00) annually.
  - c) Fifteen (15) years to nineteen (19) years of service in East Lyme employees shall receive three hundred fifty dollars (\$350.00) annually.
  - d) Twenty (20) years to twenty-four (24) years of service in East Lyme employees shall receive five hundred fifty dollars (\$550.00) annually.
  - e) Twenty-five (25) years or over of service in East Lyme employees shall receive six hundred fifty dollars (\$650.00) annually. A one-time bonus of four hundred dollars (\$400.00) will be awarded the employee on the twenty-fifth anniversary of service in East Lyme.
- 17.2 Such longevity payment shall be paid annually to the employees within thirty (30) days of the anniversary month of hire.
- 17.3 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.
- 17.4 Employees who are required by the employer to have a CDL shall have the initial cost of the CDL paid for by the employer.

**ARTICLE XVIII - ENTIRE AGREEMENT**  
**(Preservation of Rights)**

- 18.0 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 or understanding executed concurrently (or after) with this Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining for its term.

**ARTICLE XIX - SAVINGS CLAUSE**

- 19.0 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 Town and the Union shall meet to negotiate a clause to replace the clause adjudged in conflict with law.


## ARTICLE XX - DURATION

20.0 This Agreement shall be effective as of the first day of July, 2018 and shall remain in full force and effect through the 30th day of June, 2021 and shall not be reopened for negotiations during said period unless as specified herein or by mutual agreement of the parties. Successor Agreements shall be negotiated in accordance with applicable State Statutes.

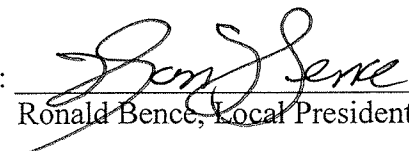
The parties agree that in the event that the total cost of a group health plan or plans offered by the Town to bargaining unit employees represented by the Union meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to meet for the sole 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.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 3  
day of Dec 2018.


**TOWN OF EAST LYME**

BY:   
Mark C. Nickerson, First Selectman

**THE UNITED PUBLIC SERVICE  
EMPLOYEES UNION, EAST LYME  
MUNICIPAL**

BY:   
Ronald Bence, Local President

BY:   
Daniel Bonfiglio  
Labor Relations Representative

BY:   
Kevin E. Boyle, Jr., UPSEU President

# **APPENDIX "A"** **MAINTENANCE CLASSES**

Maintenance	Effective	GWI	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
I	07/01/17 - 06/30/18	2.00%			17.61	18.05	18.50	18.97	19.43	19.92	20.42	20.94	21.48	22.02
					17.96	18.41	18.87	19.35	19.82	20.32	20.83	21.36	21.91	22.46
					18.37	18.83	19.29	19.78	20.26	20.78	21.30	21.84	22.40	22.97
					18.78	19.25	19.73	20.23	20.72	21.24	21.78	22.33	22.91	23.48
II	07/01/17 - 06/30/18	2.00%			18.49	18.96	19.42	19.91	20.41	20.93	21.43	21.98	22.56	23.12
					18.86	19.34	19.81	20.31	20.82	21.35	21.86	22.42	23.01	23.58
					19.28	19.77	20.25	20.77	21.29	21.83	22.35	22.92	23.53	24.11
					19.72	20.22	20.71	21.23	21.77	22.32	22.85	23.44	24.06	24.66
III	07/01/17 - 06/30/18	2.00%			20.39	20.89	21.42	21.96	22.51	23.06	23.65	24.23	24.88	25.50
					20.80	21.31	21.85	22.40	22.96	23.52	24.12	24.71	25.38	26.01
					21.27	21.79	22.34	22.90	23.48	24.05	24.67	25.27	25.95	26.60
					21.74	22.28	22.84	23.42	24.01	24.59	25.22	25.84	26.53	27.19
IV	07/01/17 - 06/30/18	2.00%			22.48	23.04	23.62	24.21	24.82	25.42	26.06	26.72	27.42	28.10
					22.93	23.50	24.09	24.69	25.32	25.93	26.58	27.25	27.97	28.66
					23.45	24.03	24.63	25.25	25.89	26.51	27.18	27.87	28.60	29.31
					23.97	24.57	25.19	25.82	26.47	27.11	27.79	28.49	29.24	29.97



Maintenance	Effective	GW	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
V	07/01/17 - 06/30/18 Water Maintainer/Station Operator 07/01/18 - 06/30/19 Sewer Maintainer/Station Operator 07/01/19 - 06/30/20 Assistant Mechanic 07/01/20 - 06/30/21 Inspector/Operator Park Maintainer V Transfer Station Supervisor	2.00% 2.25% 2.25%												
			23.61	24.20	24.78	25.41	26.05	26.70	27.36	28.04	28.79	29.51		
			24.08	24.68	25.28	25.92	26.57	27.23	27.91	28.60	29.37	30.10		
			24.62	25.24	25.84	26.50	27.17	27.85	28.54	29.24	30.03	30.78		
			25.18	25.81	26.43	27.10	27.78	28.47	29.18	29.90	30.70	31.47		

VI	07/01/17 - 06/30/18 Highway Foreman 07/01/18 - 06/30/19 Sanitation Foreman 07/01/19 - 06/30/20 Park Foreman 07/01/20 - 06/30/21 Water Foreman Sewer Foreman Water & Sewer Maint. Mechanic Building & Grounds Supervisor Highway Mechanic Carpenter	2.00% 2.25% 2.25%												
			24.79	25.41	26.05	26.70	27.36	28.05	28.75	29.47	30.25	31.00		
			25.29	25.92	26.57	27.23	27.91	28.61	29.33	30.06	30.86	31.62		
			25.85	26.50	27.17	27.85	28.54	29.25	29.98	30.74	31.55	32.33		
			26.44	27.10	27.78	28.47	29.18	29.91	30.66	31.43	32.26	33.06		

VII	07/01/17 - 06/30/18 Parks Foreman/Turf Manager 07/01/18 - 06/30/19 Chief Water Operator 07/01/19 - 06/30/20 Highway Master Mechanic 07/01/20 - 06/30/21	2.00% 2.25% 2.25%												
			28.70	29.42	30.16	30.90	31.67	32.48	33.28	34.11	35.02	35.90		
			29.27	30.01	30.76	31.52	32.30	33.13	33.95	34.79	35.72	36.62		
			29.93	30.68	31.46	32.23	33.03	33.88	34.71	35.58	36.52	37.44		

Secretarial/Clerical & Administrative		Effective	GW	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
I Meals on Wheels Senior Service Bus Driver		07/01/17 - 06/30/18	2.00%			15.95	16.35	16.77	17.19	17.61	18.05	18.50	18.97	19.46	20.35
		07/01/18 - 06/30/19				16.27	16.68	17.11	17.53	17.96	18.41	18.87	19.35	19.85	20.76
		07/01/19 - 06/30/20				16.64	17.05	17.49	17.93	18.37	18.83	19.29	19.78	20.30	21.22
		07/01/20 - 06/30/21	2.25%			17.01	17.44	17.88	18.33	18.78	19.25	19.73	20.23	20.75	21.70

II		07/01/17 - 06/30/18	2.00%			17.61	18.05	18.50	18.97	19.43	19.92	20.42	20.94	21.48	22.02
Administrative Aide		07/01/18 - 06/30/19				17.96	18.41	18.87	19.35	19.82	20.32	20.83	21.36	21.91	22.46
Senior Services Bus Driver II		07/01/19 - 06/30/20				18.37	18.83	19.29	19.78	20.26	20.78	21.30	21.84	22.40	22.97
Administrative Clerk (Wtr)		07/01/20 - 06/30/21	2.25%			18.78	19.25	19.73	20.23	20.72	21.24	21.78	22.33	22.91	23.48
Receptionist Console Operator															

III		07/01/17 - 06/30/18	2.00%			18.49	18.96	19.42	19.91	20.41	20.93	21.43	21.98	22.56	23.12
Accounts Clerk		07/01/18 - 06/30/19				18.86	19.34	19.81	20.31	20.82	21.35	21.86	22.42	23.01	23.58
Administrative Secretary		07/01/19 - 06/30/20				19.28	19.77	20.25	20.77	21.29	21.83	22.35	22.92	23.53	24.11
		07/01/20 - 06/30/21	2.25%			19.72	20.22	20.71	21.23	21.77	22.32	22.85	23.44	24.06	24.66

IV		07/01/17 - 06/30/18	2.00%			20.39	20.89	21.42	21.96	22.51	23.06	23.65	24.23	24.88	25.50
Assistant Town Clerk I		07/01/18 - 06/30/19				20.80	21.31	21.85	22.40	22.96	23.52	24.12	24.71	25.38	26.01
Assessment Technician		07/01/19 - 06/30/20				21.27	21.79	22.34	22.90	23.48	24.05	24.67	25.27	25.95	26.60
Case Worker		07/01/20 - 06/30/21	2.25%			21.74	22.28	22.84	23.42	24.01	24.59	25.22	25.84	26.53	27.19
Tax Collection Aide															
Senior Center Associate															

# Secretarial/Clerical & Administrative

V	Effective	GWI	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Fiscal Assistants: Accounts Payable Accounts Receivable Payroll	07/01/17 - 06/30/18 07/01/18 - 06/30/19 07/01/19 - 06/30/20 07/01/20 - 06/30/21	2.00% 2.25% 2.25%			21.42	21.97	22.51	23.07	23.66	24.24	24.85	25.47	26.15	26.80
					21.85	22.41	22.96	23.53	24.13	24.72	25.35	25.98	26.67	27.34
					22.34	22.91	23.48	24.06	24.68	25.28	25.92	26.56	27.27	27.95
					22.84	23.43	24.01	24.60	25.23	25.85	26.50	27.16	27.89	28.58

VI	Effective	GWI	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Revenue Accounts Assistant Administrative Assistant Assessors Assistant Assistant Town Clerk II	07/01/17 - 06/30/18 07/01/18 - 06/30/19 07/01/19 - 06/30/20 07/01/20 - 06/30/21	2.00% 2.25% 2.25%			22.49	23.05	23.64	24.22	24.83	25.45	26.08	26.73	27.45	28.14
					22.94	23.51	24.11	24.70	25.33	25.96	26.60	27.26	28.00	28.70
					23.46	24.04	24.66	25.26	25.90	26.54	27.20	27.88	28.63	29.35
					23.98	24.58	25.21	25.83	26.48	27.14	27.81	28.51	29.27	30.01

VII	Effective	GWI	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Planning Coordinator	07/01/17 - 06/30/18 07/01/18 - 06/30/19 07/01/19 - 06/30/20 07/01/20 - 06/30/21	2.00% 2.25% 2.25%			23.62	24.20	24.79	25.42	26.06	26.72	27.38	28.07	28.80	29.52
					24.09	24.68	25.29	25.93	26.58	27.25	27.93	28.63	29.38	30.11
					24.63	25.24	25.85	26.51	27.18	27.87	28.56	29.28	30.04	30.79
					25.19	25.81	26.44	27.11	27.79	28.49	29.20	29.93	30.71	31.48

SALARIED	Effective	GWI	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
Recreation Program Coordinator Recycling Coordinator YS Program Coordinator Sr Center Program Coordinator	07/01/17 - 06/30/18 07/01/18 - 06/30/19 07/01/19 - 06/30/20 07/01/20 - 06/30/21	2.00% 2.25% 2.25%			50,430.13								65,655.01	67,296.39
					51,438.73								66,968.11	68,642.32
					52,596.10								68,474.89	70,186.77
					53,779.52								70,015.58	71,765.97

**APPENDIX B - GRIEVANCE PROCESSING FORM**

**East Lyme Employees - Local 1303-229**

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

- Step 1 - Immediate Supervisor Action**
- Step 2 - Department Head Action**
- Step 3 - First Selectman Action**
- Step 4 - Final Arbitration Action**

**GRIEVANCE STATEMENT:**

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

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

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**STEP 1 -**     Date Received by Supervisor \_\_\_\_\_  
                  Date Responded to \_\_\_\_\_  
                  Approved \_\_\_\_\_     Disapproved \_\_\_\_\_

Supervisor Signature \_\_\_\_\_

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**STEP 2-**     Date Received by Department Head \_\_\_\_\_  
                  Date Responded to \_\_\_\_\_  
                  Approved \_\_\_\_\_     Disapproved \_\_\_\_\_

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

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**STEP 3-**     Date Received by First Selectman \_\_\_\_\_  
                  Date Responded to \_\_\_\_\_  
                  Approved \_\_\_\_\_     Disapproved \_\_\_\_\_

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

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**STEP 4-**     Date Forwarded to Arbitration \_\_\_\_\_  
                  Date Responded to \_\_\_\_\_  
                  Approved \_\_\_\_\_     Disapproved \_\_\_\_\_