

Execution copy

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF FAIRFIELD

AND

COMMUNICATIONS WORKERS OF AMERICA

JULY 1, 2014 TO JUNE 30, 2019

AGREEMENT BY AND BETWEEN
THE TOWN OF FAIRFIELD AND
COMMUNICATIONS WORKERS OF AMERICA
EFFECTIVE 7-1-2014 TO 6-30-2019

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AGREEMENT

This Agreement is between the Town of Fairfield, hereinafter referred to as the Town or Employer, and the Communications Workers of America, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I - RECOGNITION

Section 1.01

The Town recognizes the Union as the exclusive collective bargaining representative for all Telecommunicators I and II as certified by the Connecticut State Board of Labor Relations on January 29, 1992. This Agreement does not cover temporary and part-time employees.

ARTICLE II - NON-DISCRIMINATION

Section 2.01

The Town acknowledges that it is an equal opportunity employer, and the Town and the Union agree that there shall be no discrimination against any person or group of persons on the grounds of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, disability, or veteran status.

Section 2.02

Both parties agree to abide by local, state and federal laws regarding sexual harassment in the workplace. Any employee who feels subjected to sexual harassment may contact one of the persons below with whom the employee feels most comfortable. A Local Union No. 1103 Steward and/or Communications Workers of America representative may participate in the process if requested by the employee. Complaints may be made orally or in writing to:

1. A Lieutenant Supervisor within the Support Services Division
2. The Commander of the Support Services Division
3. The Director of Human Resources
4. The Director of the Emergency Communications Center

ARTICLE III - MANAGEMENT RIGHTS

Section 3.01

Except as such rights or authority are in conflict with, abridged, or modified by the provisions of this Agreement, the Town reserves and retains all rights to manage its business, operations and affairs; to establish wages, hours and other terms and conditions of employment; and to change, combine, establish or discontinue jobs or operations. Failure of the Town to exercise any management right shall not preclude the Town from exercising said right at another time provided it is not in conflict with the other terms of this Agreement.

ARTICLE IV - UNION DUES - AGENCY SHOP

Section 4.01

The Town agrees to deduct from the pay of each employee who has signed an authorized payroll deduction card a sum certified by an authorized official of the Union. Dues shall be 1.85% per week of the basic weekly wage rate or such other amount as may be certified to the Town by the Union at least thirty (30) days prior to the month in which the deduction of the Union Dues is to be made. The deduction of dues or its equivalent made pursuant to the Agreement shall be remitted to the Communications Workers of America, to the address designated by them on a monthly basis, together with a list of employees, their addresses, title and social security number, from whose pay such deductions were made.

Section 4.02 - Agency Shop

Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of Union dues.

Any member of the bargaining unit who has not joined the Union during such period, or having joined has not remained a member, shall immediately execute an authorization permitting deduction of a service fee as a condition of employment.

Section 4.03

The Union agrees to defend, indemnify and hold the Town harmless against any and all expenses, liability, suits or claims which arise from bargaining unit employees under this Article and/or from the Town's action in compliance with the provisions of this Article.

ARTICLE V - PROBATIONARY AND TEMPORARY

Section 5.01

New employees shall be required to serve a probationary period. The probationary period shall be six (6) months with an automatic extension up to a maximum of twelve (12) months, at the discretion of the town. Any absence of more than a total of five (5) working days shall cause the probationary period to be extended for the same amount of time. At the end of the probationary period, an employee's seniority rights shall be from the employee's original date of hire. Probationary employees shall be entitled to benefits as listed in the contract subject to eligibility requirements for specific benefits but in the case of discipline, a probationary employee shall be entitled to use the grievance procedure as listed in Article XVII except the Arbitration Step.

Section 5.02 - Temporary Employees

A temporary employee is one hired for seasonal work whose duration of employment is not expected to be longer than four (4) months. Temporary employees will not be covered by the provisions of this Agreement. The Town will inform the Union of the names, assignments, and date of hire of temporary employees.

ARTICLE VI - SENIORITY

Section 6.01

An employee's seniority shall be determined by the length of continuous service with the Town from the first day of their employment (upon successful completion of the probationary period as defined in Section 5.01 of Article V) and shall accumulate from that time for the duration of employment.

Section 6.02

Employees shall lose their seniority if they:

- a) quit, resign or are discharged
- b) fail to return from lay-off within ten (10) days after receipt of notice by Registered Mail to return
- c) are absent from work for five (5) consecutive days without notifying his or her supervisor and is absent without satisfactory excuse
- d) exceed a leave of absence without a satisfactory explanation
- e) accept employment elsewhere while on leave of absence except where such employment is an authorized union position.

Section 6.03

Seniority shall be used for the purpose of determining lay off, recall, shift preference, and vacation selection except as modified in the vacation Article. In the event the Town decreases the work force, employees shall be laid off in inverse order of their seniority. In the case of recall, the senior employee on lay off will be the first to be returned to work provided that he/she returns to work within ten (10) days of the notice of recall. Employees shall retain their seniority and right to recall for one (1) year following their date of lay-off.

Section 6.04 Promotion/Job Posting

Vacancies for the position of TCII shall be posted for five (5) working days and will include a list of qualifications and criteria determined by the Town. Priority for the selection will be given to the most qualified bargaining unit employee who is a TCI within the Fairfield Emergency Communications Center.

The TCII shall serve a period of probation for 6 months. Any time off shall cause the probationary period to be extended for the same amount of time.

ARTICLE VII - HOURS OF WORK

Section 7.01

The regular work week for employees in this unit shall consist of four (4) consecutive days separated by two (2) consecutive days off. The two consecutive days off will regress one day each week. The regular work day shall contain eight (8) hours, inclusive of any lunch break. The average hours of work per calendar week shall be thirty-seven and one-half.

The standard payroll period shall be from 12:01 a.m., Sunday until 12:00 midnight the following Saturday.

Section 7.02

Dispatchers shall pick their assignments for each succeeding three (3) month period by seniority from the Dispatcher's Schedule. It is understood that exceptions can be made in schedule assignments for training and short term emergency situations. In an emergency situation that requires a shift change, the bargaining unit will be canvassed for volunteers.

Section 7.03

An overtime list shall be maintained to reflect all overtime hours actually worked and/or offered to bargaining unit employees. Employees shall be offered the available overtime on a rotational basis. Any shift that becomes open shall be offered to bargaining unit employees in accordance with the posted Overtime Lists. One list shall be established for "Advance Notice" overtime and another for "Short Notice" overtime.

Section 7.04

Time trades are the exchange of shifts mutually agreed upon by employees of the ECC and shall be permitted with advance notice. Requests must be made on the approved form with signatures from both employees and submitted to the TCII for proper entry into the "Six Day Schedule Book" and then sent to the Support Services Supervisor for approval. In the event of a short notice time trade, the responsible TCs must make the entries.

- Paybacks for time trades must be made within one year of the date on which the trade originated.
- Requests are approved based on the needs of the ECC and with the understanding that shift exchanging is a privilege, not a right.

- TCs may not trade overtime shifts which they have accepted with other TCs. If the TC cannot work the overtime shift they have agreed to, it must be returned to the pool and that shift will be offered in accordance with the rules governing selling of overtime.
- Time trade forms signed, submitted and approved create an expectation on the part of the town that the employees will show up for work at the times agreed to. The fact that the date is not an officially scheduled shift for the TC is not a defense against failure to appear for work at the time scheduled.
- Trading of shifts may not result in the creation of overtime gaps.

The above provisions of this Section 7.04 shall be effective at such time as federal law permits it. Until such time, the following limitations shall apply:

1. Shift exchanges may only be made within a work week in which both employees have scheduled shifts.
2. The employee working the exchanged shift will be paid for the hours worked.

Section 7.05

Time and one-half the current hourly rates of pay shall be paid in each of the following instances:

- a) All time worked in excess of eight (8) hours in any work day.
- b) All voluntary time worked on a non-scheduled day provided all shifts have been worked.
- c) All mandatory time worked on a non-scheduled day.
- d) All hours worked on the Thanksgiving Day, Christmas Day and New Year's Day holidays. Each of these days shall begin at 12:01 am and end at 12 midnight. All hours worked in the 24 hour holiday period will be paid at the time and one half rate.
- e) Any training mandated by law or offered by management in excess of normally scheduled hours. Mileage shall be paid from the trip originating point to the training facility and on the return trip from the training facility to the trip originating point, at the IRS code rate, unless the training is conducted in the town of Fairfield.

Section 7.06

Employees who have worked sixteen (16) consecutive hours or more, and whose next scheduled shift is to begin in less than eight (8) hours from the time they last worked, shall be excused with pay, for a period of time into their shift, so as to allow for at least eight (8) hours off. With the exception of an emergency, as determined reasonably by management, no employee shall work more than seventeen (17) hours in a twenty-four (24) hour period.

Section 7.07

Employees called in or ordered to work on a non-scheduled day shall be paid for a minimum of four (4) hours at the appropriate overtime rate. Overtime schedules shall be worked out between the parties; and if there are differences, they will be subject to further discussion between the Local Union leadership and the Director of Human Resources.

Section 7.08

If an employee chooses to be employed elsewhere in addition to their Telecommunicator position, they will notify the Town Risk Manager of any injuries sustained in such outside employment

ARTICLE VIII - HOLIDAYS

Section 8.01

The Town will recognize twelve (12) paid legal holidays per year:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day

Section 8.02

To be eligible for holiday pay, an employee must work the last regularly scheduled day before the holiday and the first regularly scheduled day after the holiday and work the holiday if scheduled. Employees absent for the entire week will have the holiday charged to non-occupational disability

benefits. If the employee has exhausted his or her non-occupational disability benefits, the employee shall not be entitled to such holiday that falls during a week in which he or she has been absent for the entire week.

Section 8.03

Employees on the payroll as of each of the holidays listed in Section 8.01 above shall be paid holiday pay for each holiday to be computed by multiplying their regular hourly rate by eight (8) hours. The holiday pay shall be in addition to their regular pay for the time actually worked on any such holiday.

Section 8.04

Each employee is eligible to receive a compensatory day off for six (6) of the holidays listed in Section 8.01 above instead of receiving holiday pay as set forth in Section 8.03 above. Each employee may take their six (6) holiday compensatory days off at any time in accordance with the Time Off Standard Operating Procedure guideline, including the normal approval process. Compensatory time off will not be unreasonably denied. All holiday compensatory time unused by the end of each fiscal year in which it was earned shall be paid within thirty (30) days at the straight time rate.

ARTICLE IX - VACATIONS

Section 9.01

The vacation period shall extend from July 1st through June 30th of each fiscal year.

Employees shall receive paid vacation according to the following schedule:

<u>Years of Service</u>	<u>Length of Vacation</u>
6 months to 1 year	7 working days
1 year to 10 years	14 working days
10 years to 20 years	21 working days
20 years or more	25 working days

The new schedule shall not cause any current employee to lose time that has already been earned. Any employee who has earned additional time under the prior vacation schedule shall continue to maintain the prior amount of days (Red Circle) until they reach the next vacation level.

Section 9.02

An employee shall not be eligible for vacation until July 1st following completion of three months service. The qualifying date for determining vacation for the years shall be June 30th of the preceding fiscal year. However, should an employee become eligible for additional vacation during the current fiscal year, on the basis of length of service outlined in Section 9.01, he or she shall be granted the additional vacation time during the current year.

Section 9.03

Employees shall be free to choose the time of their vacation, subject to the supervisor's approval. Senior employees shall have first choice in scheduling their vacation.

Section 9.04

Vacation must be taken during the fiscal year in which the employee becomes entitled to the vacation. Pay in lieu of vacation will not be paid. An employee may accumulate unused vacation, with advance notice, for one year only, to be used the following year.

Section 9.05

Employees voluntarily terminating their services with the Town and giving two (2) weeks notice will receive vacation accrual equal to 1/12th of their vacation for each full month of service since the previous July 1st. Vacation will be based on the amount they would have become entitled to the following July 1st. Vacation accrual will also be paid to employees who die or retire.

ARTICLE X - HEALTH AND WELFARE BENEFITS

Section 10.01

Life Insurance

The Town will provide a Group Life Insurance and Accidental Death and Dismemberment insurance policy for eligible employees in the amount of thirty-two thousand five hundred dollars (\$32,500). Also the Town will provide the eligible employees the option to purchase up to \$100,000 at the current group rate payable through payroll deductions.

Section 10.02

The Town will provide to all eligible employees and their eligible dependents the following health care coverage:

Medical: Effective January 1, 2018 the Anthem Blue Cross and Blue Shield Century Preferred (Preferred Provider Organization) or substantially equivalent plan with a summary of benefits and changes as attached in Attachment A. Specific provisions of the plan are provided online at anthem.com. As required by the Affordable Care Act, the plan will extend coverage to dependent children to the last day of the month in which they reach age 26.

Prescription drug: Express Scripts or substantially equivalent plan. Specific provisions of the plan are set forth in Attachment A. Further information may be obtained by calling a Customer Service Representative at 800-711-0917

Dental: Delta Dental of New Jersey or a mirrored plan. Specific provisions of the plan are provided at deltadentalct.com. The plan will extend coverage to dependent children up to the end of the month in which they reach the age of 25.

Vision: Anthem Vision or substantially equivalent plan. Specific provisions of the plan are provided online at anthem.com.

The Town shall provide medical, prescription drug, dental and vision benefits as outlined in Sections 10.02 and 10.03. The Town shall have the option of determining the carrier to provide these benefits and these benefits shall be substantially equivalent as a result of any change in carriers. Should the Town desire to make changes in the plans, they agree to negotiate with the Union within the specified parameters.

Section 10.03

The Town shall provide hospital, medical and surgical, major medical, and dental benefits as outlined in Section 10.02 except for changes as hereinafter modified:

1. The Town shall have the option of determining the carrier to provide the benefits, and the benefits shall be substantially equivalent as a result of the change in carriers. The Town agrees to negotiate with

the Union in respect to any changes made herein as a result of any modifications being initiated by the Town.

2. The Prescription Drug Plan shall include the provisions made under the June 17, 2004 side agreement between the Town of Fairfield and the Representative Employee Unions, as amended as set forth in Attachment A.
3. The Dental Plan will remain in effect as listed in Section 10.02 provided, however, that the Town may contract with another carrier to provide mirrored benefits. The Town agrees to negotiate with the Union with respect to any changes or alternative plans which may be initiated by the Town.

Section 10.04

- a) Effective September 25, 2017 current employees shall contribute thirteen percent (13%) of premium or premium equivalent costs for the level of benefits elected (single, dual or family).
- c) Effective July 1, 2018 employees shall contribute thirteen and a half percent (13.5%) of premium or premium equivalent costs for the level of benefits elected (single, dual or family).

Section 10.05

Effective July 1, 2007, the employer shall maintain a Section 125 pre-tax deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code for the purpose of medical premium payments.

ARTICLE XI - SICK LEAVE (NON-OCCUPATIONAL)

Section 11.01

Effective July 1, 2012, employees absent due to non-occupational disability and/or sickness will receive disability benefits and/or sick leave benefits according to the following schedule:

LENGTH OF SERVICE

6 months to 1 year

1 year to 5 years

BENEFITS

1 working day at full pay for each month of service

12 working days at full pay

5 years to 10 years
Over 10 years

16 working days at full pay
22 working days at full pay

- a) An employee's anniversary date shall determine their length of service and eligibility for disability and/or sick leave benefits.
- b) Unused disability benefits will not accumulate from one fiscal year to another except as provided for in sub-section "e" of this Article. The Town's fiscal year will be used to re-establish eligibility for disability and/or sick leave benefits. Employees receiving sick leave benefits on the date of the Town's new fiscal year will continue to receive the same level of benefits and will not be eligible for an increased level of benefits until they have returned to work for a period of five (5) consecutive working days. Upon such return, the employee will be reinstated for disability and/or sick leave benefits in accordance with the provisions of this Article.
- c) Sick Leave with pay is for the illness of an employee only and shall not be considered as an entitlement which an employee may use at his discretion, but shall be allowed only in case of necessity arising from actual sickness or disability of the employee, or to meet doctor/dental appointments which cannot reasonably be scheduled outside of working hours. Town may require proof of legitimate illness or injury. It is the employee's responsibility to keep his/her supervisor informed as to the employee's status. An employee who is unable to report to work due to illness or disability shall notify his/her immediate supervisor in advance of the start of his/her workday. Sick leave notification must be made at least four (4) hours in advance of shift. After more than four (4) consecutive working days of absence, an employee must have a doctor's release to return to work and he/she may be required to receive approval from the Town Physician. Any sickness or non-duty injury which prevents an employee from reporting for duty for any less than four (4) consecutive days and is non-physician treated will be classified as intermittent sick leave days. If a Physician's note is submitted within fourteen (14) days of a return to work, the intermittent sick leave days shall be deemed to be sick days. If a Physician's note is not received within 14 days upon return to work the days will be forever considered intermittent sick days.

- d) The Town shall not provide any payment for unused sick leave upon termination of the employee for any cause.
- e) Each employee who has unused disability benefits at the end of a fiscal year as provided in this Article shall accumulate such unused disability benefits to the following fiscal year or years provided that they shall not accumulate more than ten (10) working days of such benefits during any one fiscal year and further provided that they shall not accumulate a total of more than one hundred twenty (120) days of such unused benefits.
- f) Employees who are absent for four (4) or more regularly scheduled shifts in any seven day period of time shall be expected to submit a statement from a physician stating the reason for the absence to support the claim for sick leave at the time of return to work.

Section 11.02

In the case of non-occupational disability employees may request a disability leave of absence, without pay, for a period not to exceed one (1) year computed from the last day on the payroll.

During such non-occupational disability leave of absence benefits paid for by the Town of Fairfield while the employee was working will continue to be paid for by the Town of Fairfield without interruption for the length of the leave. Benefits referred to above include: Group Health Insurance, Life Insurance, Pension, and Seniority. It is understood that the Employer may fill a disabled employee's position with part-time, temporary, or other individuals during such time an employee is covered by this provision. At the termination of a non-occupational disability leave of absence, the returning employee shall be placed in the same position held before the leave with the same rights and privileges under the Agreement.

Section 11.03

Maternity Leave

A female employee who becomes pregnant shall submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations which may affect her ability to continue in her regular duty assignments. Upon request of the employee and supported by her physician's certification of the employee's inability to continue to work, the employee shall be granted maternity leave.

Accumulated sick leave and other accrued leave such as vacation may be used as maternity leave.

An employee who remains unable to resume her duties for a period of six (6) weeks past the date of delivery shall present a physician's certificate of inability to return to duty due to disability or the need for continued child care. If the continued disability or child care is not proven, then the leave taken past the six week period shall be deemed Leave of Absence without pay. If the disability or need for continued child care is proven, the sick leave or accrued leave, if any, may be used as extended maternity leave.

A Leave of Absence without pay beyond any accumulated leaves shall be available for such reasonable further period of time as an employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto, or the need for continued child care, provided a request is made to the Director of Human Resources. The commencement and termination dates of the leaves, provided above shall be mutually agreed upon between the employee and the Director of Human Resources, provided, however, that the unpaid leave of absence shall not exceed ninety (90) days.

The employee shall provide a two (2) week notice of her intention to return to duty and shall submit a satisfactory medical report from her physician stating that the employee is able to resume her normal duties. She will then be reinstated to her former position. The provisions covered in this Section shall not be in contravention of the Family and Medical Leave Act of 1993 or state statutes covering the same subject.

ARTICLE XII - WORKERS' COMPENSATION **(OCCUPATIONAL DISABILITY)**

Section 12.01

Effective July 1, 2012, the Town will provide Workers' Compensation benefits under the terms of the Connecticut Workers' Compensation Act provided that any employee who wishes to be paid her/his regular wages for any day she/he is eligible to receive Workers' Compensation benefits shall be required to utilize one-quarter of one (1) sick day, to the extent such days are available to such employee in which case the Town shall pay the employee her/his regular base pay for such day subject to the maximum limits presently set forth below based on length of service and

the Workers' Compensation payments shall be remitted by the employee to the Town.

LENGTH OF SERVICE

3 months to 1 year

1 year to 5 years

5 years to 10 years

Over 10 years

BENEFITS

1 working day at full pay for each month of service

12 working days at full pay

20 working days at full pay

30 working days at full pay

- a) An Employee's anniversary date shall be used to determine their length of service and eligibility for occupational disability benefits.
- b) When eligibility for occupational disability benefits at full pay under the terms set forth above is exhausted, payment will continue in accordance with the Connecticut Workers' Compensation Act.
- c) Unused occupational disability benefits will not accumulate from one fiscal year to the next under any circumstances. If an employee is absent under the occupational disability leave on the date of the Town's new fiscal year, they shall continue to be eligible to utilize available sick leave to receive such benefits based on length of service to which they were entitled at the onset of the current leave until such benefits are exhausted; and they shall not be entitled to additional occupational disability benefits except as provided for in sub-section b above until said employee has returned to active employment (with a doctor's certificate certifying as to recovery) for a period of sixty (60) consecutive working days. Upon such return and completion of sixty (60) working days, they shall be reinstated for occupational disability benefits for the fiscal year in accordance with the provisions of this Article.

ARTICLE XIII - FUNERAL LEAVE

Section 13.01

An employee, upon request, shall receive time off from the date of death through the date of the funeral if a death occurs in the employee's immediate family. The employee will receive regular pay for regularly scheduled work days during that period up to a maximum of four (4) days. Immediate family shall be defined as: spouse, parent, child, brother, sister, father- or mother-in-law, grandparent, brother-in-law, sister-in-law, civil

union partner, and any person living in the employee's household who takes the place of a relative mentioned above.

Section 13.02

Permission for time off with pay due to the death of a relative outside the immediate family shall be limited to one (1) day through the date of the funeral.

ARTICLE XIV - JURY DUTY

Section 14.01

The employee shall notify his/her supervisor as soon as is practicable that the employee has been summoned for jury duty and of the dates for required service. The employee shall provide the Supervisor with written verification of the dates on which the employee has been required to attend court for jury duty service. In the absence of verification, the Town shall have no obligation to pay the difference between the employee's regular pay and jury duty pay.

ARTICLE XV - LEAVE OF ABSENCE

Section 15.01

An employee requesting a leave of absence without pay may be granted same at the discretion of the Town upon reasonable cause being given by the employee. Such leave shall not exceed ninety (90) days but may be extended in cases of emergency for up to an additional ninety (90) days. During such leave of absence, health and life insurance benefits for the employee will remain in effect. Family health benefits will remain in effect if employee contributions covering the duration are paid prior to the start of the leave. Seniority will continue to accumulate during the leave to a maximum of thirty (30) days. An employee on a leave of absence will forfeit 1/12th of the vacation days earned as of the following July 1st for each thirty (30) calendar days of absence.

Section 15.02

If any member of the Military Reserve or National Guard is called for training, the Town will pay the differences, if any, between the employees' gross service pay and the gross regular pay for the period of their required absence up to a maximum of thirty (30) days. Such time shall not be charged to the employees' vacation.

Section 15.03

Each employee may use up to three (3) personal days with pay during each fiscal year. Such request for time must be made as early as possible to the Support Services Commander or designee. Requests should be made at least eight (8) hours before the shift begins, unless leave is an emergency circumstance which must be disclosed for consideration. Said personal days will not be unreasonably withheld, provided, however, that it is the Support Services Commander's sole discretion to approve the leave. A request for personal leave after the beginning of the shift may be made and granted provided no overtime is required.

Section 15.04

Employees shall be eligible for leave in accordance with the Family Medical Leave Act based on the Federal and/or the Connecticut State Statutes.

ARTICLE XVI - PENSION PLAN

Section 16.01

A Pension Plan, as approved by the Representative Town Meeting of the Town, is part of the Agreement.

Section 16.02

Except as otherwise provided in Section 16.12 for employees hired after July 1, 2012, employees covered by this Agreement who are eligible for benefits under this Plan, the annual benefit will be equal to 1.25% of high annual salary up to a maximum of \$7,800 plus 2.3% of the high annual salary in excess of \$7,800 multiplied by their number of credited years of service with the Town.

The high salary for determining benefits for eligible employees under the Plan shall mean their highest salary obtained in any year of employment including base salary and longevity pay, if any, obtained.

Section 16.03

The rate of contribution shall be four percent (4%) of the basic annual salary including longevity pay, if any, as set forth in Appendix A. - Wages.

Section 16.04

All employees hired prior to July 1, 2012 shall become members of the Town of Fairfield Employees' Retirement Plan.

Section 16.05

Employees covered by this Agreement shall become eligible for normal retirement benefits under the Plan as described in Section 16.02 of this Article at the age of sixty-two (62) or older with at least ten (10) years of credited service.

Section 16.06

Early Retirement

Employees covered by this Agreement shall become eligible for early retirement benefits under the Plan at the age of fifty-five (55) or older with at least fifteen (15) years of continuous service with the Town under the "Early Retirement" benefit provision. Early retirement benefits shall be determined by computing the benefit to which the employee would be entitled if he or she were sixty-two (62) and reducing that amount by 5/9 of 1% for each month the employee is younger than age 62.

Section 16.07

The Plan will also provide for the earned rights benefits to those eligible under the system who fail to select options prior to their death while still in the employ of the Town.

Section 16.08

A cost of living adjustment based on movement in the Consumer Price Index shall be made for retirees in accordance with Plan regulations. Any increase reflected by a change in the Index shall be limited to a maximum of three percent (3%) per year.

Section 16.09

Retiree Health Insurance

Effective July 1, 2005 employees retiring in accordance with the normal or disability provisions of the Town Employees Retirement Plan and their eligible dependents at the time of retirement will have the same health insurance coverage as negotiated for active employees now and in the future. Such coverage shall be reduced to a Medicare Carve-Out for those covered upon reaching the age of 65. The cost of Medicare shall be borne by the retiree. Effective July 1, 2002, eligible dependents of deceased employees who retire under the Town of Fairfield Employees' Retirement System shall continue to be covered by the same health benefit provision with no premium cost to the eligible dependent(s). Such coverage shall be

changed to a Medicare Carve-Out upon reaching age 65. The cost of Medicare Part B shall be paid by the dependent. Coverage shall cease if eligible dependent remarries or when the dependent dies.

For eligible employees who retire on or after July 1, 2012, the following terms shall apply:

- a) Following retirement and continuing until the eligible retiree becomes eligible for Medicare, the medical (health, vision, prescription and dental) benefits for retired employees and eligible dependents shall be the same as for active employees. Such benefits will be subject to all cost containment provisions applicable to active employees, including but not limited to deductibles and copays, carrier, plan design, insured/self-insured funding as such terms and conditions may be changed from time to time in the future for active employees.
- b) Upon reaching Medicare eligibility, the eligible retiree shall elect Medicare benefits in lieu of the Town's medical benefit plan, and shall also be covered by the Town's Medicare Supplemental Plan.
- c) Eligible retiree and their eligible dependents, whether covered by the Town sponsored medical benefit plan or other Medicare Supplemental Plan, shall pay the same percentage share of premiums or premium equivalent costs as active employees contribute towards medical benefits under the Town sponsored plan, as such percentage amounts may change from time to time in the future, except that the four (4) bargaining unit employees who have achieved twenty (20) or more years of service with the Town as of the date of this Agreement (namely, Maria Lobo, Elizabeth Rodriguez, Robert Rindgen and Lynn Erazmus) shall not contribute towards premium or premium equivalent costs following their retirement from the Town.

Dependent retiree insurance coverage and pension benefits shall be available only to those individuals who are legal dependents of the retiree at the time of retirement, but not to any individual who may become a dependent of the retiree subsequent to the retiree's date of retirement.

Section 16.10

Any employee who has had prior active duty in the Armed Forces of the United States shall be eligible to purchase said prior U.S. military service equal to the amount of time served on active duty up to a maximum of four (4) years at the rate of five percent (5%) of such employee's annual base salary at the date of hire. Current employees must make their election prior to 12/31/97 and must complete payment by 12/31/99.

Employees hired subsequent to the date of this Agreement shall indicate their election to purchase such military time on or before the second anniversary of their hire and must complete the payment of such credit on or before the tenth (10th) anniversary of their hire. Any Military Service Credit Time shall be added to such employee's current service only after such employee has qualified for normal retirement.

Section 16.11

The Town shall establish a Section 414(h) Plan in accordance with the Internal Revenue Code. The effective date will not be earlier than January 1, 2003, provided approval is received by that time.

Section 16.12

All employees hired on or after July 1, 2012 shall participate in a 401(a) plan with no eligibility or vesting rights in the Town's existing Pension System referenced in Section 16.01. The employee shall be required to contribute at least four percent (4%) of their base pay to the Plan but may contribute up to the maximum allowed by law. The Town shall match the employee's contribution up to a maximum of five percent (5%) of such base pay. The Town's contribution shall not vest until the employee has been continuously employed for five (5) years.

The Town shall provide long term disability benefits (LTD) for the permanent and total disability of employees hired on or after July 1, 2012 at the rate of fifty percent (50%) of base salary. This benefit will be provided through insurance.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 17.01

The purpose of this procedure is to provide an orderly method of adjusting grievances. Any employee or group of employees who feel aggrieved concerning the interpretation or application of any provision, rule, or regulation covered by this Agreement, including a claim of unjust discrimination or harassment, may seek adjustment as follows:

Step One: Within forty five (45) calendar days of the occurrence of the alleged grievance, the employee and his or her steward shall have the option to first present the problem to the Support Services Commander or designated representative orally or in writing. The Support Services Commander shall respond orally if presented orally or in writing if so presented. If the problem is not resolved within a period agreed upon by both the union and the Support Services Commander or in the absence of such an agreement within forty five (45) calendar days, the employee or the steward may initiate Step 2 of this procedure.

Step Two: If the employee and steward feel there should be further review, the facts pertaining to the problem shall be presented in writing to the Chief of the Police Department or designated representative within forty five (45) calendar days of the decision made in Step One. If no written notice is filed within forty five (45) calendar days, the decision in Step One will stand without being subject to further appeal. Upon receiving written notice of the grievance, the Chief of the Police Department or designated representative shall arrange to and shall meet with the representatives within forty five (45) calendar days for the purpose of adjusting or resolving such grievance. The Chief of the Police Department or designated representative shall render a decision in writing within forty five (45) calendar days of such meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may within forty five (45) calendar days of such decision initiate Step Three of this Procedure.

Step Three: Further review of such grievance may be requested by presenting in writing such grievance to the Director of Human Resources. Within forty five (45) calendar days after the Director of Human Resources receives such grievance, he/she shall meet with the union representatives

for the purpose of adjusting or resolving such grievance. The Director of Human Resources shall render a decision concerning said grievance within forty five (45) calendar days of such meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may, within forty five (45) calendar days of such decision, initiate Step Four of this Procedure.

Step Four: If the Union feels there should be further review, the Union shall file a notice of intent, in writing, with the Town Human Resources Director to submit the matter to arbitration with the American Arbitration Association. Only the Union may demand arbitration. If such notice is not filed within forty five (45) calendar days of the decision rendered in Step Three, such decision in Step Three shall stand without being subject to further appeal. Selection of the arbitrator shall be in accordance with the rules of the American Arbitration Association. The Arbitrator selected shall have no authority to change, alter, or amend the language of the Agreement. The fees and expenses of the arbitrator shall be shared equally by all parties and the decision of the arbitrator shall be final and binding.

Section 17.02

When practicable, the Town will provide suitable space for arbitration proceedings. When such space is not available, the cost of other suitable space will be borne equally by the Union and the Town.

Section 17.03

When it becomes necessary to process a grievance under the procedure outlined in this Article during normal working hours, the Town will pay one representative designated by the Union for reasonable time spent necessary to present the grievance in Step One. When a grievance is carried to Step Two, Three, and Four, the Town will pay up to two (2) designated representatives for reasonable time spent necessary to present the grievance in these steps.

Section 17.04

If the Town fails to meet with the Union or fails to render a decision within the time limit specified, a grievance shall automatically be moved to the next following step of the grievance procedure. If the Union fails to meet the time limits at any step in the procedure, the decision at the previous step will be considered final and not subject to further appeal.

Section 17.05

The Union will file and maintain a current list of authorized representatives of the Union with the Chief of Police and the Human Resources office. For the purpose of this Article, authorized representatives are defined as Executive Board Member, Chief Steward, or Steward.

Section 17.06

Union business time off will not be chargeable and shall not apply to any employee in connection with the processing of a grievance, Labor/Management negotiations or a labor/management meeting. Prior approval from the Department Head or authorized representative is required for paid absence. Both parties recognize the need to use discretion and not abuse this provision.

Section 17.07

If an employee is directed to report to his or her supervisor's office, the employee may request to have the Chief Steward or designated representative present at said meeting, if in the opinion of the employee, the meeting may involve disciplinary action against the employee. Management shall not schedule investigatory interviews at times when a Union Steward is not scheduled to work.

Section 17.08

Discipline of any employee shall be imposed only for just cause. Discipline under this Section means oral reprimand, written reprimand, suspension, demotion, or discharge. The employee may request and receive a copy of any charge made against him or her. Documentation used to substantiate the action will be provided to the employee and Union upon request and in keeping with the freedom of information statute. This documentation may include tapes, letters, or other appropriate material.

ARTICLE XVIII - SAFETY AND HEALTH

Section 18.01

The Employer shall provide a safe and healthy workplace. Employees who do not observe safe work practices shall be subject to disciplinary action.

Section 18.02

A Safety and Health Committee consisting of two designated employees from the Town including the Town Risk Manager and two designated union

representatives shall be established and shall meet as needed but not less than every quarter. Said committee shall meet to resolve differences, recommend remedies, safety standards and other safety programs. Recommendations made by the committee shall be implemented by the Town within a reasonable period of time and as soon as fiscally practical. Time spent on such committee activity shall be paid at the normal hourly wage rate.

ARTICLE XIX - BULLETIN BOARD

Section 19.01

The Town will make a bulletin board available for the use of the union for posting of notices. All postings are subject to the approval of the Chief of Police or his designated representative.

ARTICLE XX - PRIOR PRACTICE

Section 20.01

All rights, privileges, and benefits which employees had prior to the execution of this contract which are not specifically provided for or abridged by this contract are hereby incorporated and protected by this contract.

ARTICLE XXI - WAGES

Section 21.01

There shall be general wage increases as follows:

Effective July 1, 2014 – 2.0% general increase
Effective July 1, 2015 – 2.0% general increase
Effective July 1, 2016 – 2.0% general increase
Effective July 1, 2017 – 2.0% general increase
Effective July 1, 2018 -- 2.0% general increase

The following wages rates shall apply to all bargaining unit employees on the applicable effective dates:

<u>ECC SALARY SCHEDULE</u>						
	<u>STEP 1</u>	<u>STEP2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>10 years</u> <u>STEP 5</u>	<u>15 years</u> <u>STEP 6</u>
<u>TELECOMMUNICATOR I</u>						
Effective July 1, 2014-2%	\$38,894.00	\$42,601.00	\$46,305.00	\$50,009.00	\$52,008.00	\$54,674.00
	\$20.01	\$21.91	\$23.82	\$25.72	\$26.75	\$28.12
Effective July 1, 2015-2%	\$39,671.88	\$43,453.02	\$47,231.10	\$51,009.18	\$53,048.00	\$55,767.00
	\$20.41	\$22.35	\$24.30	\$26.24	\$27.29	\$28.69
Effective July 1, 2016-2%	\$40,465.32	\$44,322.08	\$48,175.72	\$52,029.36	\$54,109.00	\$56,883.00
	\$20.82	\$22.80	\$24.78	\$26.76	\$27.83	\$29.26
Effective July 1, 2017-2%	\$41,274.62	\$45,208.52	\$49,139.24	\$53,069.95	\$55,191.00	\$58,021.00
	\$21.23	\$23.26	\$25.28	\$27.30	\$28.39	\$29.85
Effective July 1, 2018-2%	\$42,100.12	\$46,112.69	\$50,122.02	\$54,131.35	\$56,295.00	\$59,181.00
	\$21.66	\$23.72	\$25.78	\$27.85	\$28.96	\$30.44
<u>TELECOMMUNICATOR II</u>						
Effective July 1, 2014-2%		\$47,231.00	\$50,934.00	\$55,011.00	\$57,212.00	\$60,082.00
		\$24.30	\$26.20	\$28.30	\$29.43	\$30.91
Effective July 1, 2015-2%		\$48,175.62	\$51,952.68	\$56,111.22	\$58,356.00	\$61,284.00
		\$24.78	\$26.72	\$28.86	\$30.02	\$31.52
Effective July 1, 2016-2%		\$49,139.13	\$52,991.73	\$57,233.44	\$59,523.00	\$62,509.00
		\$25.28	\$27.26	\$29.44	\$30.62	\$32.15
Effective July 1, 2017-2%		\$50,121.92	\$54,051.57	\$58,378.11	\$60,714.00	\$63,760.00
		\$25.78	\$27.80	\$30.03	\$31.23	\$32.80
Effective July 1, 2018-2%		\$51,124.35	\$55,132.60	\$59,545.68	\$61,928.00	\$65,035.00
		\$26.30	\$28.36	\$30.63	\$31.86	\$33.45

Step increases shall continue to be effective on the actual anniversary date of employment, where applicable.

Section 21.02

Shift Differential

Effective July 1, 1993, there shall be a shift differential of thirty-five cents (\$0.35) per hour for hours worked on the evening shift (3-11, 4-12 midnight, 5-1 am) and seventy cents (\$0.70) per hour for hours worked on the midnight shift (11-7 am, 12 midnight- 8 am). Effective July 1, 1997, the shift differential shall be forty-five (\$0.45) per hour for hours worked on the evening shift and ninety cents (\$0.90) per hour for hours worked on the

midnight shift. It is understood that the shift differential pay shall not be included in the calculation of earnings for pension purposes. The shift differential is included in the calculation of overtime rate, where applicable.

Effective July 1, 1999, the shift differential shall be fifty-five cents (\$0.55) per hour for hours worked on the evening shift and one dollar ten cents (\$1.10) per hour for hours worked on the midnight shift.

Effective July 1, 2002, the shift differential shall be sixty-five cents (\$0.65) per hour for hours worked in the evening shift and one dollar thirty cents (\$1.30) per hour for hours worked in the midnight shift. Effective July 1, 2004, the shift differential shall be seventy five cents (\$0.75) per hour for hours worked on the evening shift and one dollar fifty cents (\$1.50) per hour for hours worked on the midnight shift.

Section 21.03

Longevity

Effective July 1, 2009, each employee who has completed five (5) years of service as of December 1 of each year shall be paid an annual increment in the amount of Five Hundred Dollars (\$500.00). This payment shall not be counted as wages for the calculation of earnings for pension purposes.

Effective July 1, 2009, *each* employee who has completed Ten (10) years of service as of December 1, of each year shall be paid an annual increment in the amount of Seven Hundred Dollars (\$700.00). This payment shall not be counted as wages for the calculation of earnings for pension purposes.

Effective July 1, 2009, each employee who has completed fifteen (15) years of service as of December 1 of each year shall be paid an annual increment in the amount of Nine Hundred Dollars (\$900.00). This payment shall not be counted as wages for the calculation of earnings for pension purposes.

Effective July 1, 2009, each employee who has completed twenty (20) years of service as of December 1 of each year shall be paid an annual increment in the amount of Eleven Hundred Dollars (\$1,100). This payment shall not be counted as wages for the calculation of earnings for pension purposes.

ARTICLE XXII - SAVINGS CLAUSE

Section 22.01

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force.

ARTICLE XXIII - UNION BUSINESS LEAVE

Section 23.01

Two stewards shall be granted leave from duty with full pay for all joint meetings between the Town and the Union concerning negotiations of the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty.

The stewards of the union shall not be impeded or prevented from performing the duties of the office in the conduct of the business of the Union during their regular working hours, so long as such activity does not interfere with their normal and customary duties and responsibilities.

The Union shall be allotted five (5) working days with pay per fiscal year to attend seminars, conventions, and other Union business meetings.

ARTICLE XXIV - COURT APPEARANCES

Section 24.01

The Town agrees to pay telecommunicators, if required to appear in any State or Federal Court or administrative agency as a result of police or fire department incidents, at their normal rate of pay if said appearance is at a time when a telecommunicator is on duty, or at their normal overtime rate if required to appear at a time when scheduled to be off duty, (four hours minimum on a day off) or for hours exceeding their normal working hours on any given day. Telecommunicators must provide their supervisor(s) with copies of any subpoenas or ordered appearances as soon as possible upon receiving them. This provision does not apply when an employee is required to appear in a contested matter which the employee has initiated against the Town, the Police Department, and/or the Fire Department.

ARTICLE XXV - DISABILITY INSURANCE

Section 25.01

The Town shall provide the opportunity to participate in a long-term disability plan paid for in full by the employee, except to the extent that the Town has agreed to pay for long-term disability insurance for employees hired after July 1, 2012 in Section 16.12. The Town shall agree to a payroll deduction only.

ARTICLE XXVI – STANDARD OPERATING PROCEDURES

The current Standard Operating Procedures (SOPs) applicable to employees shall continue in effect subject to the following terms. In the event the Town desires to alter or delete any existing SOP it shall notify the Union and upon request shall meet with the Union to discuss such change. The Town shall have the right to alter or delete any SOP as deemed necessary provided that the Town agrees that it shall not alter or delete any of the following existing SOPs without first bargaining over such changes with the Union:

Sections 2.2 (Discipline), 2.3 (Dress Code), 2.4 (On Duty Absences), 2.6 (Holiday Time out of the Room), 2.10 (Tardiness), 2.11 (Change of Shift Procedures), 2.12 through 2.16 (Discipline), 2.17 (Misuse of Sick Leave), 2.18 (Arriving late for Work), 2.22 (Scheduling), 2.23 (Banked Time), 2.24 through 2.28 (Overtime), 2.29 (Filling Short Term Vacancies), 2.30 (Filling Long Term Vacancies), 2.32 through 2.33 (Vacation), 2.39 (Center Rules and Regulations relating only to work schedule posted quarterly; each employee shall be provided a headset and Lights on in the Hallway), and 2.51 (Personnel Files).

With respect to any changes of any other SOPs that impact terms and conditions of employment, the Town will notify the Union and honor any obligation it may have to engage in impact bargaining following such SOP change.

ARTICLE XXVII - TERM OF AGREEMENT

Section 27.01


The duration of this contract shall commence July 1, 2014 and shall extend through June 30, 2019.

Either party wishing to amend or modify any provisions of this contract must notify the other party in writing. The Union shall notify the First Selectman with a copy to the Director of Human Resources or the Town shall notify the Union by notice to the President of the Union. Such notice shall be given no more than one hundred and eighty (180) days nor less than one hundred and fifty (150) days prior to the applicable expiration date. If said notice is not given in writing, the Agreement shall remain in full force and effect for the next fiscal year.

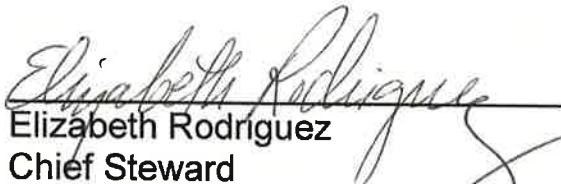
IN WITNESS WHEREOF, the parties have set their hands and seals this 22nd day of March, 2018.

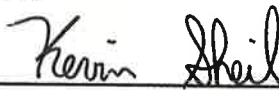
TOWN OF FAIRFIELD



Michael C. Tetreau


Emmet Hibson

COMMUNICATIONS WORKERS
OF AMERICA (CWA),
LOCAL 1103


Elizabeth Rodriguez
Chief Steward


Kevin Sheil
President, CWA Local 1103


Kevin Scrobola
Business Agent, CWA Local 1103

Ratified by the RTM: October 23, 2017

Effective January 1, 2018 Medical Insurance Co-pays as set forth below shall be in effect:

Town of Fairfield Century Preferred Plan (In-Network Benefits Only) Plan Change		
Benefit Description	Current Plan	Effective July 1, 2012 2018
Medical Benefits - Anthem	Century Preferred	Century Preferred
Deductible (ind/fam)	No Charge	No Charge
Coinsurance	0%	0%
Out-of-Pocket Maximum ⁽¹⁾	No Charge	\$3K/\$6K/\$9K
Lifetime Maximum	Unlimited	Unlimited
Office Visit Copays	\$20	\$25
Specialist Copays	\$20	\$30
Hospital Copay	\$150	\$300
Urgent Care Copay	\$50	\$75
Emergency Room Copay	\$100	\$200
Outpatient Surgery Copay	No Charge	\$100
Well Child Care	\$20	\$0
Periodic, Routine Health Exam	\$20	\$0
Routine Eye Exams	\$20	\$0
Routine OB/Gyn Exam	\$20	\$0
Mammography	No Charge	No Charge
Hearing Screening	\$20	\$0
Outpatient MH/SA	\$20	\$30
Diagnostic Lab and X-Ray	No Charge	No Charge
Allergy Services	No Charge	No Charge
Semi-Private Room	\$150	\$300
Inpatient MH/SA	\$150	\$300
Skilled Nursing Facility	\$150	\$300
Rehabilitative Services	No Charge	No Charge
Outpatient Surgery	No Charge	\$100
Ambulance	No Charge	No Charge
Outpatient Rehabilitative Services	\$20	\$30
Durable Medical Equipment	No Charge	No Charge
Prescription Drugs – Express Scripts & Anthem Plan ⁽²⁾	Century Preferred	Century Preferred
Retail Generic	\$10	\$10
Retail Brand Formulary	\$20	\$20
Retail Brand Non-Formulary	\$35	\$35
Mail Order Generic	\$20	\$20
Mail Order Brand Formulary	\$30	\$40
Mail Order Brand Non-Formulary	\$40	\$70
Rx Annual Maximum	Unlimited	Unlimited

⁽¹⁾ Out-of-Pocket maximum equals deductible plus coinsurance maximum

⁽²⁾ assumes mandatory generic substitution and maximum 30 day supply at retail

Prescription drug option requires mandatory mail at two time retail for maintenance drugs.

Out of Network Plan Changes

Benefit Description	Current Plan	Effective January 1, 2018
Medical Benefits - Anthem	Century Preferred	Century Preferred
Deductible (ind/fam)	\$200/\$400/\$500	\$400/\$800/\$1000
Out-of-Pocket Maximum ⁽¹⁾	\$600/\$1000/\$150 0	\$800/\$1600/\$200 0
Emergency Room Copay	\$100	\$200