

TOWN OF GRISWOLD  
BUILDING DEPT.

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**AGREEMENT**

**BETWEEN**

**THE TOWN OF GRISWOLD**

**-and-**

**LOCAL 1303-133 OF COUNCIL #4  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES  
AFL-CIO**

**(TOWN HALL EMPLOYEES)**

**JULY 1, 2014 – JUNE 30, 2019**

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## **AGREEMENT**

This Agreement entered into as of the first day of July, 2014 by and between the Town of Griswold, hereinafter referred to as the "Employer" and the Griswold Town Hall Employees Local 1303-133 of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

## **ARTICLE I - RECOGNITION**

### **Section 1.1**

The employer recognizes the Union as the sole and exclusive representative with respect to all matters of wages, hours and other conditions of employment for all employees of the Griswold Town Hall hired to work and working fifteen (15) hours per week on a regular basis per year, but excluding all elected officials.

### **Section 1.2**

All collective bargaining shall be conducted by authorized representatives of the Union and authorized representatives of the Town.

### **Section 1.3**

A part-time employee shall be defined as an employee working less than 20 hours per week. Part-time employees are not eligible for insurance benefits contained in Article XIV of the contract. Employees who are regularly scheduled to work less than thirty five (35) hours per week shall receive a pro-rated share of all other benefits (excluding insurance) contained in the contract.

## **ARTICLE II - UNION SECURITY AND PAYROLL DEDUCTION**

### **Section 2.1**

All employees in the bargaining unit shall, as a condition of employment, become a member of the Union in good standing, or pay a service charge for the duration of this Agreement or any extension thereof.

### **Section 2.2**

Upon receipt of a signed authorization form from the employees involved, a copy of which is attached to this Agreement as Appendix A, the Employer agrees to deduct from the employee's Pay, each payroll period, such dues and/or service fees as determined by the Union.

### **Section 2.3**

The amount will be certified by a responsible Union Officer in writing and may be raised or lowered by the Union at any time upon notification by said officer to the Employer.

### **Section 2.4**

Such payroll deductions, as provided herein, shall be remitted to the Council #4 Office of the Union by the fifteenth (15<sup>th</sup>) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

### **Section 2.5**

The provisions of this Article, as outlined above, constitute an agency shop and not a closed Union shop agreement.

### **Section 2.6**

The Union shall indemnify and hold the Town harmless for any damages, fees, costs or assessments incurred by reason of carrying out the deduction provisions of this Article, including but not limited to the claim of assignment of wages to the Union for membership dues. Notwithstanding the provisions of this Article, The Town reserves the right to protect the confidentiality of its records and the disclosure of these records shall be limited to matters directly related to any dispute that the Union is required to defend under this provision.

## **ARTICLE III - SENIORITY**

### **Section 3.1**

Seniority, according to this Agreement shall consist of the length of accumulated continuous paid service each employee has with the Employer as a bargaining unit employee.

### **Section 3.2**

If an employee is scheduled for elimination or layoff and said person is senior and qualified in accordance with the functions of said position said employee shall have the right to bump into an equal to or lower classification (based on salary).

### **Section 3.3**

Seniority shall be the factor used to determine vacation preference, preference for promotion and/or transfer, in the event more than one bargaining unit employee, who applies, meets the qualifications for a posted position layoff and recall and in all other matters where consideration for seniority may be considered a factor.

### **Section 3.4**

Seniority is forfeited under any of the following circumstances:

- 1) Voluntary resignation
- 2) Discharge for just cause
- 3) Failure to return to work within fifteen (15) days of the mailing of notification of recall, by registered mail, to the last known address of a laid-off employee.
- 4) Failure to show up for work for three (3) consecutive days without notifying the Town, except in cases of emergency.

### **Section 3.5**

A corrected seniority list, which includes each employee by name, classification and rate of pay, will be provided by the employer to each employee during the months of March and September.

### **Section 3.6**

In the event a layoff is proposed, or pending, the Employer shall inform the Union President no less than ten (10) working days prior to any proposed layoff actions.

### **Section 3.7**

Layoffs shall take effect in the following manner:

- a) Seasonal employees.
- b) Temporary employees.
- c) Part-time employees working less than fifteen (15) hours.
- d) Bargaining unit employees. A bargaining unit member whose job is eliminated and/or who is laid off may exercise the following bumping rights:

#### **GROUP A:**

Assessor  
Bookkeeper  
Building Official  
Director of Parks and Recreation / Youth & Family Services  
Director of Senior Citizens Center  
Planner  
Sanitarian  
Social Worker

**GROUP B:**

Assistant Assessor  
Assistant Bookkeeper  
Assistant Tax Collector  
Assistant Town Clerk  
Assistant to the Building Official  
Assistant to the Director of Senior Citizens Center  
Assistant to the Town Planner  
Clerk Full-Time  
Clerk Part-Time  
Custodian  
Assistant to the Director of Parks and Recreation / Youth and Family Services  
Secretary to Assessor  
Senior Citizens Bus Driver

A Group A employee may bump the least senior employee within Group A provided he/she is qualified to perform immediately the duties and responsibilities of the position into which he/she is bumping. If the employee is not qualified to bump into the least senior Group A position, he/she may then bump the least senior employee in Group B, provided he/she is qualified to perform immediately the duties.

A Group B employee may bump the least senior employee within Group A and B provided he/she is qualified to perform immediately the duties and responsibilities of the position into which he/she is bumping.

**Section 3.8**

No seasonal, temporary or part-time employees will be used while regular employees are on layoff.

**Section 3.9**

Recall shall be by seniority preference with the most senior employee on layoff recalled first, etc.

**Section 3.10**

Newly hired employees shall serve a probationary period of six (6) months. During the probationary period the employee shall be subject to all clauses of this Agreement, but shall be on probation and may be disciplined and/or discharged by the Town without recourse to the grievance and arbitration provisions provided herein, and shall not receive Holiday pay.

**Section 3.11**

For the purposes of paid leave, longevity and seniority, all time worked for the Town of Griswold under any State or Federally funded program, excluding workfare, shall be

included in determining the leave, longevity and seniority.

## **ARTICLE IV - PROMOTIONS AND TRANSFERS**

### **Section 4.1**

All vacant positions within the bargaining unit shall be posted for a period of no less than five (5) days in each area serviced by bargaining unit members prior to the issuance of any public notice of said vacancy.

### **Section 4.2**

- a) All vacancies shall be filled by the most senior qualified employee requesting such vacancy prior to hiring from the outside. The employee appointed to such position shall serve a promotional probationary period of ninety (90) calendar days. During the ninety (90) calendar day promotional probationary period, the most senior qualified employee shall receive the middle pay rate. Upon successful completion of the promotional probationary period, the employee shall receive the one year pay rate.

When an employee is retained in a vacancy or new position beyond probation, then he/she shall be considered permanent and allocated to said position.

- b) No employee will be required to undergo testing for any position which may have been reevaluated, renamed, realigned, or is similar in nature to a position for which the employee has previously qualified.

### **Section 4.3**

Any employee who receives a promotion under the provisions outlined herein shall be returned to the position he/she previously held in the event the position is not funded for the fiscal year immediately following the promotion.

## **ARTICLE V - HOURS OF WORK, OVERTIME**

### **Section 5.1**

The basic work week is thirty-five (35) hours, Monday through Friday.

### **Section 5.2**

The basic work week shall be seven (7) hours per day Monday through Friday, between the hours of 8:30 A.M. and 4:00 P.M., with one-half (1/2) hour unpaid for lunch. Employees may be required to engage in activities necessitated by their classification outside of the regularly scheduled work hours, i.e., evening meetings.

The Town reserves the right to change the basic schedule (with two weeks written notice to the Union) to the following: The work week shall be seven (7) hours per day Monday through Wednesday, between the hours of 8:30 a.m. and 4:00 p.m., with one-half (1/2) hour unpaid for lunch. On Thursday the hours shall be extended to 6:30 p.m. and on Friday the hours shall be reduced to 1:00 p.m. This extended hour program for Thursdays shall not affect Senior Center employees who shall remain on the basic work week schedule set forth in sentence 1 of this section. Employees working the extended hours set forth above for Thursday shall not be entitled to receive overtime pay under section 5.3. Employees working the extended hours set forth above for Thursday shall receive a third (3<sup>rd</sup>) fifteen (15) minute break period which will be staggered among department employees in order to insure coverage for citizens coming into said departments. Employees working the reduced hours will only receive one (1) fifteen (15) minute break. Leave time taken under the Thursday extended day schedule set forth above shall be calculated in hourly increments. Finally, the Town shall have the absolute right to return to the basic work week schedule set forth in sentence 1 of this section provided it gives the Union two (2) weeks written notice of said changes.

### **Section 5.3**

Employees who are assigned to work outside their regularly scheduled work hours by the First Selectman or because of requirements of their positions in meeting public needs, shall be paid at the rate of time and one-half their hourly rate for all hours worked outside their regularly scheduled work hours (in no cases less than seven (7) consecutive hours in any one day) with the approval of First Selectman. The First Selectman must approve all employees' attendance at evening meetings.

### **Section 5.4 (Salaried Exempt Employees)**

Effective July 1, 2016, Article V, Sections 5.1, 5.2 and 5.3 are no longer applicable to the full-time positions of Town Planner, Assessor, Director of Parks and Recreation/Youth and Family Services and Director of Senior Citizens Center and Social Services. Rather, the following language shall apply to Employees.

The full-time positions of Town Planner, Assessor, Director of Parks and Recreation/Youth and Family Services and Director of Senior Citizens Center and Social Services Agent ("exempt employees") agree that they perform as executive, administrative and/or professional employees and, as such, are expressly exempted by the Fair Labor Standards Act and related state laws from the requirement of paid overtime. These exempt employees may be required to regularly engage in activities necessitated by their classification outside of normal business hours, i.e., evening meetings. These exempt employees are accountable to the Town and the public and, as such, employees shall use the time card system utilized by all other bargaining unit members. Failure to maintain accurate time records may result in discipline.

The work schedules for the Town Planner, Assessor, Director of Parks and Recreation/Youth and Family Services and Director of Senior Citizens Center and Social Services Agent shall be solely determined by the Town. The Town will notify the employee(s) and Union of any changes to the work schedule with two (2) weeks prior notice.

Employees must comply with Article IX and Article X of the CBA regarding the use of vacation and sick leave. The parties agree that Employees shall work during normal work hours as determined by the Town and must use their vacation and sick leave in the same manner as all other bargaining unit members.

Exempt employees shall submit to the First Selectman or his/her designee a listing of regular night meetings which they are required to attend. The First Selectman or his/her designee must approve all employees' attendance at evening meetings. Moreover, in the event any exempt employee must perform work on weekends consistent with scheduled events, the First Selectman or his/her designee may, with two (2) weeks prior notice, alter the employee's regular work schedule for that week.

#### **Section 5.5**

Hourly non-exempt employees who are assigned to work on a holiday by the First Selectman or because of the requirement of their positions in meeting the needs of the public shall be paid at the rate of time and one-half their hourly rate for all such time worked in addition to the holiday pay.

#### **Section 5.6**

The Town Hall custodian will work a five (5) day forty (40) hour week, Monday through Friday commensurate, with his/her existing schedule.

#### **Section 5.7**

Any Hourly non-exempt employee assigned or called in to work outside of, but not contiguous with, the end of their regularly scheduled work hours shall receive a minimum of two (2) hours pay at the applicable rate for any such assignment or call-in.

#### **Section 5.8**

All employees shall receive a fifteen (15) minute break between 10:00-11:30 a.m. and 2:00-3:00 p.m. Said break shall be taken at a time that does not interfere with the operation of the Town. The break must be confirmed by the employees' supervisor and cannot be taken so as to be combined with the employees' lunch break.

### **ARTICLE VI - WAGES AND CLASSIFICATIONS**

#### **Section 6.1**

Effective and retroactive to July 1, 2014, all positions of the bargaining unit shall receive a wage increase of 2.5%. Effective July 1, 2015, all positions of the bargaining unit shall receive a wage increase of 2.5%.

- a) The parties have agreed, consistent with state and federal wage and hour laws, to convert the hourly, non-exempt positions of full-time Town Planner, Assessor,

Director of Parks and Recreation/Youth and Family Services and Director of Senior Citizens Center and Social Services Agent to salaried exempt positions as of July 1, 2016. In order to transition these employees, the parties have negotiated, during the reopener, salaries that consider the amount of premium pay and/or overtime previously earned by these positions under the applicable Collective Bargaining Agreement.

- b) Effective and retroactive to July 1, 2016, the following hourly non-exempt positions of the bargaining unit shall receive a wage adjustment of fifty cents (\$0.50) and a general wage increase of 2.25%. Effective July 1, 2017, the following hourly non-exempt positions of the bargaining unit shall receive a wage adjustment of fifty cents (\$0.50) and a general wage increase of 2.25%. Effective July 1, 2018, the following hourly non-exempt positions of the bargaining unit shall receive a wage adjustment of fifty cents (\$0.50) and a general wage increase of 2.5%:

Assistant Assessor, Assistant Bookkeeper, Assistant Tax Collector, Assistant Town Clerk, Assistant to the Building Official, Assistant to the Director Parks and Recreation/Youth & Family Services, Assistant to the Director of the Senior Citizens Center, Assistant to the Town Planner, Bookkeeper, Clerk (Full-Time), Clerk (Part-Time), Sanitarian, Secretary to Assessor, Senior Citizens Bus Driver, and Social Worker,

- c) Effective and retroactive to July 1, 2016, the following hourly non-exempt positions of the bargaining unit shall receive a general wage increase of 2.25%. Effective July 1, 2017, the following hourly non-exempt positions of the bargaining unit shall receive a general wage increase of 2.25%. Effective July 1, 2018, the following hourly non-exempt positions of the bargaining unit shall receive a general wage increase of 2.5%:

Custodian and Part-time Building Official.

## **Section 6.2**

The wage schedule will be attached as Appendix B to this Agreement.

## **Section 6.3**

Classifications for newly created positions including, for example, required skills, knowledge, abilities, education, experience, training, licenses and/or certifications; duties performed; and rates of pay shall be discussed with the Union in accordance with the provisions of the Municipal Employee Relations Act prior to the filling of any such newly created position.

## **Section 6.4**

Existing classifications of positions shall continue to exist unless altered or otherwise amended by mutual agreement or if removed for budgetary or operational reasons.

Said decision shall not be arbitrary or capricious.

**Section 6.5**

Any employee assigned to work in a higher classification for fifteen (15) consecutive work days shall receive the pay rate for that classification for all such hours worked.

**ARTICLE VII - TRANSPORTATION AND TRAVEL**

**Section 7.1**

Employees required to use their own personal vehicle for official business shall be compensated at the rate set by the Internal Revenue Service.

**ARTICLE VIII - HOLIDAYS**

**Section 8.1**

Each employee shall receive the following holidays off with full pay:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Fourth of July	Day after Thanksgiving
President's Day	Labor Day	Christmas Day
Floating Holiday	Columbus Day	November Election Day
Good Friday	Veteran's Day	

Any other day declared a holiday by State or Federal Statute or Town offices are closed.

**Section 8.2**

- a) Any holiday which occurs on a Saturday will be celebrated the proceeding Friday.
- b) Any holiday which occurs on a Sunday will be celebrated on the next day (Monday).

**Section 8.3**

Newly hired employees will not be eligible to receive any holiday off with pay which occurs during their probationary period.

## **ARTICLE IX - VACATIONS**

### **Section 9.1**

In each fiscal year a full time employee shall receive earned vacation leave with pay according to the following schedule:

After one (1) year	Ten (10) days
After five (5) years	Fifteen (15) days

One additional day for each year after five (5) years to a maximum of twenty (20) days annually.

### **Section 9.2**

Each employee shall receive vacation with pay on the Friday prior to vacation in accordance with existing practice.

### **Section 9.3**

Vacation time shall be used during the fiscal year and shall not accumulate from year to year.

### **Section 9.4**

Employees may take vacation at any time during the year with prior approval of the employee's supervisor, First Selectman, or First Selectman's designee. In the case of vacation leave requests of five (5) days or more, however, employees should request approval from the First Selectman at least two (2) weeks in advance; the First Selectman retains the discretion, nonetheless, to approve such requests when made within the two (2) week period.

## **ARTICLE X - SICK LEAVE**

### **Section 10.1**

- a) Each employee shall earn sick leave with pay at the rate of one and 1/6 day of sick leave for each month of service or 14 days per year to one hundred twenty (120) days.
- b) An employee, upon retirement per CMERS, resignation, termination or death, shall receive, on the basis of his/her current wages, full compensation for any of his/her accumulated sick leave. Employees hired after July 1, 2014 shall only be entitled to payout of up to sixty (60) days.

- c) In the event of an employee's death, his/her spouse, and/or minor children and/or estate shall receive on the basis of the employee's wages, full compensation for any of the employee's unused accumulated sick leave.

### **Section 10.2**

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

- a) Illness or injury, except where arising solely out of or in the course of employment by an employer other than the Town.
- b) When the employee is required to undergo medical, optical or dental treatment and only when this cannot be accomplished on off-duty hours.
- c) When the serious illness of a member of the employee's immediate family requires his/her personal attendance, if supported by medical certificate. For the purposes of this section, immediate family is defined in the same manner as set forth in Section 12.1.
- d) Medical Certification of illness/injury and ability to return to work from a medical care provider shall be provided in the event of an absence due to illness or injury of five (5) or more days. In addition, in the case of a pattern of absenteeism, a medical certificate may be requested by the First Selectman. Nothing in this paragraph or section, however, shall preclude or prohibit the Town from requesting additional information or documentation in accordance with state and/or federal law, such as the ADA, Workers' Compensation Act, etc.

### **Section 10.3**

The Town will comply with the Family and Medical leave Act.

## **ARTICLE XI - UNION BUSINESS LEAVE**

### **Section 11.1**

The First Selectman or his/her designated representative shall authorize reasonable leave so that designated Union members may bargain collectively for rights and privileges, when such sessions are scheduled during working hours.

### **Section 11.2**

Two Union Officers and/or members of the Union shall be allowed the necessary time off without loss of pay for the purposes of resolving grievances.

### **Section 11.3**

Two (2) Union Officers, as designated by the Union, shall be allowed a combined total of six (6) days leave annually, without loss of pay, for the purposes of attending official union seminars, conferences, conventions, and/or legislative hearings.

## **ARTICLE XII - FUNERAL LEAVE**

### **Section 12.1**

In the event of death in any employee's or employee's spouse's immediate family, any employee shall be granted up to five (5) working days of leave without loss of pay. For the purposes of this section, immediate family is defined as: spouse, mother, father, brother, sister, daughter, son, mother-in-law, father-in-law, and the same step relations. Three (3) working days with pay shall be allowed for the death of grandparent, grandchild, brother-in-law, sister-in-law, son-in-law and daughter-in-law, aunt and uncle, and same step-relations. One (1) working day with pay shall be allowed per annum to attend the funeral or memorial service for an individual not referenced herein. The employee must provide the First Selectman or his/her designee with proof of the employee's relationship to the deceased for funeral leave of three (3) or five (5) days. If more time is needed, personal or vacation time may be taken.

### **Section 12.2**

Funeral leave in addition to leave granted in Section 12.1 above may be granted by the First Selectman or his/her designated representative.

## **ARTICLE XIII - MILITARY LEAVE AND JURY DUTY**

### **Section 13.1**

Time off for military service shall be afforded in accordance with applicable law.

### **Section 13.2**

Any employee called to report for jury duty will be allowed the necessary time off. The employer shall make up the difference between the pay received for jury duty and the employee's regular pay, if any, and in accordance with applicable law.

## **ARTICLE XIV - INSURANCE**

### **Section 14.1**

The Employer shall provide to employees and their dependents the insurance coverage set forth in Appendix C. The Employer shall also provide the following:

- a) \$20,000 Group Life Insurance for each employee.
- b) \$5,000 Group Life Insurance for each employee who retires from the town until age 65 when only \$2,000 group life insurance will be provided until age 80.

#### **Section 14.2**

Effective July 1, 2014, the Town will pay 87% of the medical benefit premium with the employees paying 13% through regular payroll deductions. Effective July 1, 2015, the Town will pay 85% of the medical benefit premium with the employees paying 15% through regular payroll deductions. Effective July 1, 2016, the Town will pay 84% of the medical benefit premium with the employees paying 16% through regular payroll deductions. Effective July 1, 2017, the Town will pay 83% of the medical benefit premium with the employees paying 17% through regular payroll deductions. Effective July 1, 2018, the Town will pay 82% of the medical benefit premium with the employees paying 18% through regular payroll deductions.

The Town shall calculate and develop allocation rates annually, which shall take into account and cover all costs of the plan set forth in Appendix C. Annual employee contributions, as described above, shall be based on the annual allocation rates.

#### **Section 14.3**

Change of Carriers: The Town reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of the insurance coverage referred to in this article, so long as the new coverage and benefits are substantially equivalent to the conventional insurance set forth above. For purposes of this paragraph, substantially equivalent means disruption not less than 90% of network services then-currently available.

The Town shall provide all of the insurance programs outlined above or substantial equivalents to each of its retired employees at their own expense until such age that the retiree is eligible for Medicare. No employee hired on or after July 1, 2014 shall be eligible to purchase and/or participate in retiree health insurance.

In addition, the Town may offer one and/or more alternate health insurance plans as an option(s) to the primary health insurance plan, including, but not limited to, an HDHP/HSA. The Town reserves the right to determine the terms, conditions, cost shares, and all other substantive aspects of any alternate plan.

#### **Section 14.4**

Each employee may elect to not participate in the health insurance coverage. Any such election not to participate shall be made in writing and except as herein provided shall be irrevocable for the remainder of the applicable fiscal year.

Employees shall be paid a stipend of fifty percent (50%) of the cost of the premiums for coverage for which such employee would otherwise have been eligible on or before

June 30 of the fiscal year during which such election is in effect. Employees hired on or after July 1, 2014, who waive insurance shall only be eligible for fifty percent (50%) of the cost of the premium for individual coverage only, had such employee been eligible for the same on or before June 30<sup>th</sup> of the fiscal year during which such election is in effect.

Any election not to participate shall continue in effect unless revoked within the first two weeks of any fiscal year. Any payments under this section shall be prorated on a monthly basis for any employee who works less than a full year. Any employee who has elected not to participate in the health insurance coverage may change his/her election during the fiscal year subject to the enrolment requirements of the insurance carriers, only upon showing that such employee is no longer covered by his or her spouse's health insurance program. Effective July 1, 2015, employees otherwise covered by Town of Griswold or Town of Griswold Board of Education Insurance shall not be eligible for this waiver stipend.

#### **Section 14.5**

The Town will maintain procedures to allow for employee health insurance premium sharing payments to be made with pre-tax dollars in accordance with section 125 of the Internal Revenue Code.

#### **Section 14.6**

The parties agree that medical insurance shall be provided for domestic partners of employees in accordance with State law.

#### **Section 14.7**

Should a law be passed by the state that allows municipal employees or municipalities to join the state medical insurance plan or should the current MEHIP provisions be expanded, the parties agree to meet and discuss that option and if both parties agree, make the insurance change, if applicable.

If at any point it becomes possible for the Employer to purchase health insurance less expensively by participating in the State of Connecticut Employee Health Insurance Plan (s) or through MEHIP, negotiations may be reopened on health insurance only. Such re-opener shall occur only upon written demand of the Union.

Should the parties not come to an agreement during said re-opener of health insurance; the issue will not be submitted to arbitration.

### **ARTICLE XV - PENSION**

#### **Section 15.1**

Each employee shall participate in the CMERS.

## **ARTICLE XVI - DISCIPLINARY PROCEDURE AND DISMISSAL**

### **Section 16.1**

No employee shall be discharged or otherwise disciplined without just cause.

### **Section 16.2**

Normally, disciplinary actions shall follow this order:

- a) Verbal warning
- b) Written warning
- c) Suspension
- d) Discharge

### **Section 16.3**

All disciplinary actions including (a) above may be subject to the grievance procedure.

### **Section 16.4**

Written and verbal warnings shall be removed from the employee's records three (3) years after said violation had occurred provided there have been no additional written or verbal warnings for the same offense during that period.

## **ARTICLE XVII – DISCRIMINATION**

### **Section 17.1**

The provisions of this contract shall be applied equally to all employees without discrimination because of age, sex, marital status, disability, race color, creed, national origin, political affiliation or Union membership and/or as otherwise provided in state and/or federal law.

For purposes of this Article, discrimination is defined as under state and/or federal employment law. An arbitrator shall not have jurisdiction to hear or decide (i.e., grievance shall not be arbitrable) a claim of discrimination which has been filed, prior to the filing of the grievance, in State or Federal Court and/or with a state or federal agency or commission including, but not limited to, the Connecticut Commission on Human Rights and Opportunities (CHRO), Equal Employment Opportunity Commission (EEOC) and/or the State Board of Labor Relations.

### **Section 17.2**

Nothing herein shall be construed as requiring any employee to reside within the Town of Griswold upon completion of the initial probationary period of employment with the employer.

## **ARTICLE XVIII - SCOPE**

### **Section 18.1**

The terms and provisions herein contained constitute the entire Agreement between the Town and the Union and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.

### **Section 18.2**

Should a dispute, pertaining to negotiable matters not covered by this Agreement, arise between the parties hereto, the parties agree to discuss the matters.

### **Section 18.3**

It is hereby agreed and understood that any employee benefit or prior practice or employer benefit or prior practice that has been in existence, shall continue to exist unless specifically superseded or eliminated by a provision of this Agreement.

## **ARTICLE XIX - MISCELLANEOUS**

### **Section 19.1**

- a) The employer agrees to provide each employee with a copy of the signed agreement within thirty (30) days after the execution date thereof.
- b) The employer agrees to provide new employees with a copy of this agreement at their time of hire.
- c) The employer agrees to provide the Council #4 Office of the Union with six (6) original, signed, contracts at the time of the signing.

### **Section 19.2**

Copies of all job posting<sup>5</sup> and work rules shall be posted in each office where bargaining unit employees are employed, in an area customarily frequented by bargaining unit employees, and a copy of each will be provided to the Union President.

### **Section 19.3**

The employer agrees to allow the Union use of the bulletin board for purposes of posting material relating to Union business.

### **Section 19.4**

Each employee shall be paid by check weekly in accordance with existing practice. The Town shall have the right, with at least one hundred and twenty (120) days notice, to implement bi-weekly pay. Prior to implementation, the Town will meet with the Union to discuss the process for implementation.

### **Section 19.5**

Any employee who provides at least two (2) weeks notice prior to resigning from the Town shall receive full pay for all unused vacation pay on the books remaining to his/her credit.

### **Section 19.6**

All paid leave shall be computed as time worked.

### **Section 19.7**

Each employee shall receive three (3) personal days annually without loss of pay.

### **Section 19.8**

No employee hired by the Town on a temporary or interim, or to fill in for an ill or vacationing employee, or to subsidize, the forces during peak work periods, shall be paid more than the minimum rate of the classification for the position in which the employee is to be utilized.

### **Section 19.9**

The Town may hire more than one permanent part-time employee within a department to perform bargaining unit work, provided that the permanent part-time employees are not performing the same work as any Bargaining Unit member in that department and does not reduce his/her hours, absent agreement between the Town and the Union.

### **Section 19.10**

Any employee who wishes to further their education in a field directly related to their employment by taking a course, shall be allowed a payment of \$600.00 per semester. The employee must maintain a C or better grade point average and must attend a college or university or school of higher learning accredited by the State of Connecticut Board of Education. The employee must obtain written permission from the Board of

Selectman as to whether the course taken by the employee would be in the best interest of the Town. The Board's decision is non-grievable.

### **Section 19.11**

The Union covenants and agrees that it will not use present as evidence in any forum a document known as the Swords report (job study). The Union also covenants and agrees not to offer or present as evidence any document, clause or agreement which references in any way the Swords Report or job study describing the Swords report.

## **ARTICLE XX - LONGEVITY**

### **Section 20.1**

Longevity payments for long and faithful service shall be paid to employees on the following basis:

<u>Aggregate Year of Service</u>	
5 years but less than 10 years	\$375.00
10 years but less than 15 years	\$475.00
15 years but less than 20 years	\$675.00
20 years and over	\$775.00

### **Section 20.2**

The total longevity payment shall be determined as of June 30<sup>th</sup> annually and due and payable on November 30<sup>th</sup> annually.

### **Section 20.3**

Only employees on the payroll on the specified date of longevity payment shall receive longevity payment; except that employees who retire during a fiscal year shall not be required to be on the payroll on the date the longevity payment is made. Employees who retire during a fiscal year shall receive a pro-rated longevity payment in consideration of the amount of time worked in that current fiscal year.

## **ARTICLE XXI - GRIEVANCE PROCEDURE**

### **Section 21.1**

The basis for a grievance may result from a complaint concerning discharge, suspension, layoff or reduction in grade, or a conflict resulting from the application, meaning or interpretation of the provisions of this Agreement.

## **Section 21.2.**

Should any employee(s) feel aggrieved an adjustment may be sought as follows:

Step 1: The employee shall present his/her grievance to his/her supervisor (provided that position is outside of the bargaining unit) within fifteen (15) working days after its occurrence. The supervisor will attempt to resolve the grievance at once or submit a written answer to the employee within five (5) working days. In the event the supervisor is a bargaining unit member or the First Selectman rendered the decision giving rise to the grievance, the grievance shall be submitted in writing directly to the First Selectman within fifteen (15) working days after its occurrence.

Step 2: If the employee is not satisfied with the decision of the supervisor he/she may, within five (5) working days after receiving the decision outlined in Step 1 above, reduce the grievance to writing and submit it to the First Selectman. The First Selectman will render a decision in writing within fifteen (15) days thereafter with copies to the employee(s) and the Union.

Step 3: In the event the matter is not resolved in Step 2 above, the Union only may submit the matter to the State Board of Mediation and Arbitration for arbitration in accordance with its rules, providing that the grievance must be submitted for arbitration within twenty (20) days following the Step 2 answer or when the answer from Step 2 should have been submitted.

Notwithstanding, the mediation services of the State Board of Mediation and Arbitration may be used at any step of the grievance procedure.

The parties may mutually agree to submit the grievance to the American Arbitration Association for arbitration, in which case the parties shall share the cost of arbitration equally.

The Town may unilaterally elect to have the grievance transferred to the American Arbitration Association for arbitration, in which case the Town shall assume all the costs associated with the arbitration.

If the grievance is heard before the American Arbitration Association, the parties agree to utilize M. Jackson Webber as the neutral arbitrator.

## **Section 21.3.**

The jurisdiction and authority of the arbitrator and his/her 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 Employer. 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 Employer 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 Employer. The standard of proof in all cases shall be based on a preponderance of the evidence.

#### **Section 21.4**

The employees will be allowed the necessary time off without loss of pay for the purposes of resolving grievances as provided in the foregoing procedures.

#### **Section 21.5**

Nothing herein shall be construed as prohibiting any employee from processing his/her own grievance up to and including Step 2 above. Only the Union will have the right to file for mediation and/or arbitration unless waived in writing by the Union.

### **ARTICLE XXII - MANAGEMENT RIGHTS**

#### **Section 22.1**

Under applicable statute the rights, powers, and authority held by the Town under the Town Charter, or other lawful statutory provisions over matters involving the operations of the Town including, but not limited to, the management and the direction of the working force is the responsibility of the employer, including the right to hire, transfer, promote, retain, discipline, or discharge for proper cause, make reasonable rules, maintain efficient operation, to release employees due to lack of work, to determine the methods, processes used, introduce new or improved facilities, and extend, limit or curtail its operations, when in its sole discretion it may deem it advisable to do so, provided this will not be used for the purpose of discrimination against the Union or any employee or to avoid, or be inconsistent with, any of the provisions of this Agreement and in accordance with the provisions of the Municipal Employee Relations Act in all matters relevant to collective bargaining.

### **ARTICLE XXIII - SAVINGS CLAUSE**

#### **Section 23.1**

In the event that any article, section or portion of this Agreement is declared invalid by statute or legal process, then such specified article, section or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective and negotiations concerning the portion ruled invalid shall begin immediately between the parties.

## **ARTICLE XXIV - REOPENER CLAUSE**

### **Section 24.1**

This Agreement may be reopened on any provision provided that the Employer and the Union agree in writing to such effect.

### **Section 24.2**

The employer and the Union negotiating committee agree to meet upon written request by either party for the purpose of interpretation, implementation and administration of this Agreement.

### **Section 24.3**

This Agreement may be altered or modified only by mutual written agreement signed by the parties hereto and neither party shall request, or demand any provision which will in any manner abrogate the understanding set forth herein.

## **ARTICLE XXV - DURATION**

### **Section 25.1**

This Agreement shall become effective July 1, 2014 and shall remain in effect until June 30, 2019 and from year to year thereafter unless either party notifies the other no less than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

### **Section 25.2**

Upon receipt of such notice, meetings will begin within thirty (30) days to negotiate such amendments and/or changes.

### **Section 25.3**

This Agreement shall remain in full force and effect during such negotiations in accordance with the provisions of the Municipal Employee Relations Act.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11<sup>th</sup>  
day of August, 2016.

FOR THE TOWN

[Signature] 8-31-16  
Signed: First Selectman

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

FOR THE UNION

[Signature]  
Signed: Union President

[Signature]  
Signed: \_\_\_\_\_

[Signature]  
Signed: \_\_\_\_\_

[Signature]  
Signed: Staff Representative  
Council #4

**APPENDIX A – PAYROLL DEDUCTION**

**Page 1 of 1**

**CONNECTICUT MUNICIPAL COUNCIL #4  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-  
CIO**

**AUTHORIZATION FOR PAYROLL DEDUCTION**

**By:**

Please print last Name first Name Middle

**To:**

Name of Employer

Effective \_\_\_\_\_ I hereby authorize you to deduct from my earnings each \_\_\_\_\_ a sufficient amount to provide for the regular payment of the current rate of monthly union dues, and/or service fees as certified by the Union. The amount deducted shall be paid to the Treasurer of Local 1303 of Council #4 of the American Federation of State, County and Municipal Employees. This authorization shall remain in effect in accordance with the working agreement or until termination of my employment.

**Signature:**

**DO NOT PRINT**

**Street Address**

**Phone Number**

**City and State (Print)**

**Zip Code**

**APPENDIX B - HOURLY WAGE SCHEDULE****JULY 1, 2016**

POSITION	START RATE	START RATE \$0.50 + WAGE ADJUST (IF ANY)	START RATE WITH GWI OF 2.25%		RATE AFTER ONE YEAR	RATE AFTER ONE YEAR + \$0.50 WAGE ADJUST (IF ANY)	RATE AFTER ONE YEAR + GWI OF 2.25%
Sanitarian	\$31.00	\$31.50	\$32.21		\$34.10	\$34.60	\$35.38
Bookkeeper	\$19.98	\$20.48	\$20.94		\$21.98	\$22.48	\$22.99
Social Worker	\$17.76	\$18.26	\$18.67		\$19.53	\$20.03	\$20.48
Clerk Part-Time	\$16.99	\$17.49	\$17.88		\$18.69	\$19.19	\$19.62
Assistant Assessor	\$16.68	\$17.18	\$17.57		\$18.34	\$18.84	\$19.26
Assistant Bookkeeper	\$16.67	\$17.17	\$17.56		\$18.34	\$18.84	\$19.26
Assistant Tax Collector	\$16.67	\$17.17	\$17.56		\$18.34	\$18.84	\$19.26
Assistant Town Clerk	\$16.68	\$17.18	\$17.57		\$18.34	\$18.84	\$19.26
Asst to the Building Official	\$16.68	\$17.18	\$17.57		\$18.34	\$18.84	\$19.26
Asst to the Town Planner	\$16.68	\$17.18	\$17.57		\$18.34	\$18.84	\$19.26
Asst to Dir of Senior Citizens Center	\$10.51	\$11.01	\$11.26		\$11.56	\$12.06	\$12.33
Clerk - Full Time	\$15.69	\$16.19	\$16.55		\$17.26	\$17.76	\$18.16
Secretary to Assessor	\$15.69	\$16.19	\$16.55		\$17.26	\$17.76	\$18.16
Senior Citizens Bus Driver	\$12.80	\$13.30	\$13.60		\$14.08	\$14.58	\$14.91
Asst to Dir of Parks and Rec Youth & Family Services	\$10.82	\$11.32	\$11.57		\$11.90	\$12.40	\$12.68
Building Official (PT / Hourly)	\$37.22	\$37.22	\$38.06		\$40.94	\$40.94	\$41.86
Custodian	\$18.83	\$18.83	\$19.25		\$20.71	\$20.71	\$21.18

**SUBJECT TO THE APPROVAL OF THE FINANCE DIRECTOR**

**APPENDIX B**

**HOURLY WAGE SCHEDULE  
JULY 1, 2017**

<b>POSITION</b>	<b>START RATE</b>	<b>START RATE + \$0.50 WAGE ADJUST (IF ANY)</b>	<b>START RATE + GWI OF 2.25%</b>		<b>RATE AFTER ONE YEAR</b>	<b>RATE AFTER ONE YEAR + \$0.50 WAGE ADJUST (IF ANY)</b>	<b>RATE AFTER ONE YEAR + GWI OF 2.25%</b>
Sanitarian	\$32.21	\$32.71	\$33.45		\$35.38	\$35.88	\$36.69
Bookkeeper	\$20.94	\$21.44	\$21.92		\$22.99	\$23.49	\$24.02
Social Worker	\$18.67	\$19.17	\$19.60		\$20.48	\$20.98	\$21.45
Clerk Part-Time	\$17.88	\$18.38	\$18.79		\$19.62	\$20.12	\$20.57
Assistant Assessor	\$17.57	\$18.07	\$18.48		\$19.26	\$19.76	\$20.20
Assistant Bookkeeper	\$17.56	\$18.06	\$18.47		\$19.26	\$19.76	\$20.20
Assistant Tax Collector	\$17.56	\$18.06	\$18.47		\$19.26	\$19.76	\$20.20
Assistant Town Clerk	\$17.57	\$18.07	\$18.48		\$19.26	\$19.76	\$20.20
Assistant to the Building Official	\$17.57	\$18.07	\$18.48		\$19.26	\$19.76	\$20.20
Assistant to the Town Planner	\$17.57	\$18.07	\$18.48		\$19.26	\$19.76	\$20.20
Asst to Dir of Senior Citizens Center	\$11.26	\$11.76	\$12.02		\$12.33	\$12.83	\$13.12
Clerk - Full Time	\$16.55	\$17.05	\$17.43		\$18.16	\$18.66	\$19.08
Secretary to Assessor	\$16.55	\$17.05	\$17.43		\$18.16	\$18.66	\$19.08
Senior Citizens Bus Driver	\$13.60	\$14.10	\$14.42		\$14.91	\$15.41	\$15.76
Asst to Dir of Parks and Rec Youth & Family Services	\$11.57	\$12.07	\$12.34		\$12.68	\$13.18	\$13.48
Building Official (PT/Hourly)	\$38.06	\$38.06	\$38.92		\$41.86	\$41.86	\$42.80
Custodian	\$19.25	\$19.25	\$19.68		\$21.18	\$21.18	\$21.66

**SUBJECT TO THE APPROVAL OF THE FINANCE DIRECTOR**

# APPENDIX B

## HOURLY WAGE SCHEDULE JULY 1, 2018

POSITION	START RATE	START RATE + \$0.50 WAGE ADJUST (IF ANY)	START RATE + GWI OF 2.5%		CURRENT RATE AFTER ONE YEAR	RATE AFTER ONE YEAR + \$0.50 WAGE ADJUST (IF ANY)	RATE AFTER ONE YEAR + GWI OF 2.5%
Sanitarian	\$33.45	\$33.95	\$34.80		\$36.69	\$37.19	\$38.12
Bookkeeper	\$21.92	\$22.42	\$22.98		\$24.02	\$24.52	\$25.13
Social Worker	\$19.60	\$20.10	\$20.60		\$21.45	\$21.95	\$22.50
Clerk Part-Time	\$18.79	\$19.29	\$19.77		\$20.57	\$21.07	\$21.60
Assistant Assessor	\$18.48	\$18.98	\$19.45		\$20.20	\$20.70	\$21.22
Assistant Bookkeeper	\$18.47	\$18.97	\$19.44		\$20.20	\$20.70	\$21.22
Assistant Tax Collector	\$18.47	\$18.97	\$19.44		\$20.20	\$20.70	\$21.22
Assistant Town Clerk	\$18.48	\$18.98	\$19.45		\$20.20	\$20.70	\$21.22
Asst to the Building Official	\$18.48	\$18.98	\$19.45		\$20.20	\$20.70	\$21.22
Asst to the Town Planner	\$18.48	\$18.98	\$19.45		\$20.20	\$20.70	\$21.22
Asst to Dir of Senior Citizens Center	\$12.02	\$12.52	\$12.83		\$13.12	\$13.62	\$13.96
Clerk - Full Time	\$17.43	\$17.93	\$18.38		\$19.08	\$19.58	\$20.07
Secretary to Assessor	\$17.43	\$17.93	\$18.38		\$19.08	\$19.58	\$20.07
Senior Citizens Bus Driver	\$14.42	\$14.92	\$15.29		\$15.76	\$16.26	\$16.67
Asst to Dir of Parks and Rec Youth & Family Services	\$12.34	\$12.84	\$13.16		\$13.48	\$13.98	\$14.33
Building Official (PT/Hourly)	\$38.92	\$38.92	\$39.80		\$42.80	\$42.80	\$43.76
Custodian	\$19.68	\$19.68	\$20.17		\$21.66	\$21.66	\$22.20

**SUBJECT TO THE APPROVAL OF THE FINANCE DIRECTOR**

## APPENDIX B - SALARIED WAGE SCHEDULE

JULY 1, 2016 – JUNE 30, 2019

POSITION	7/1/2016	12/1/16	7/1/2017	7/1/2018
Town Planner	\$78,855.60	\$78,855.60	\$80,432.71	\$82,041.37
Assessor	\$54,908.40	\$54,908.40	\$56,006.57	\$57,126.70
Director Parks and Recreation/ Youth & Family Services	\$46,642.60	\$47,500.00	\$47,500.00	\$48,450.00
Director of Senior Citizens Center and Social Services Agent	\$46,044.60	\$47,500.00	\$47,500.00	\$48,450.00

**SUBJECT TO THE APPROVAL OF THE FINANCE DIRECTOR**

## **APPENDIX C - INSURANCE SUMMARY OF BENEFITS**

## MEDICAL BENEFIT SUMMARY

Administered by  
UnitedHealthcare

Visit  
[www.osc.  
ct.gov/  
ctpartner](http://www.osc.ct.gov/ctpartner)  
[click "provider  
networks"]  
to search  
the list of  
network  
providers.

### IN NETWORK

### CT Partnership Plan w/ Health Enhancement Program

Deductible	Not applicable*
Coinsurance	Not applicable
Max Out-of-Pocket Limit	Not applicable
Medical Office Visit	\$15 Co-pay
Specialist Office Visit	\$15 Co-pay
Vision Exams (one per calendar year)	\$15 Co-pay
Inpatient Hospital	\$0 Co-pay
Outpatient Surgical	\$0 Co-pay
Emergency Room	\$35 Co-pay (waived if admitted)
Urgent Care	\$15 Co-pay
Walk In	\$15 Co-pay
Lab/ X-Ray	\$0 Co-pay
High Cost Radiological & Diagnostic Tests	\$0 Co-pay

\* Waived for enrollees in Health Enhancement Program. Non-HEP-Enrollees are subject to \$350 Ind/\$1,400 Family In-network deductible.

### PREVENTATIVE SERVICES

### CT Partnership Plan w/ Health Enhancement Program

Primary Care (Adult and Child Wellness Exams)	\$0 Co-pay
Gynecologist Wellness	\$0 Co-pay
Mammogram	\$0 Co-pay
Lifetime Maximum	Unlimited

### PRESCRIPTION COVERAGE

### MAINTENANCE DRUGS      NON-MAINTENANCE DRUGS      HEP CHRONIC CONDITION DRUGS

Generic	\$5	\$5	\$0
Preferred/Listed Brand Name	\$10	\$20	\$5
Non-Preferred/Non-Listed Brand Name	\$25	\$35	\$12.50
Annual Maximum	Unlimited		

### OUT OF NETWORK

### CT Partnership Plan w/ Health Enhancement Program

Annual Deductible	\$300 individual/\$900 family
Coinsurance	20% of allowable UCR charges
Max Out-of-Pocket Limit	\$2,300 individual/\$4,900 family
Lifetime Maximum	Unlimited

**ADDITIONAL  
MEDICAL  
BENEFIT  
INFORMATION**

Visit  
www.OSC.  
ct.gov/  
ctpartner  
[click "provider  
networks"]  
to search  
the list of  
network  
providers.

**IN NETWORK**

**CT Partnership Plan  
w/ Health Enhancement Program**

Deductible	Not applicable*
Acupuncture (20 visits/year)	\$15 Co-pay
Chiropractic	\$0 Co-pay
Nutritional Counseling (3 visits/year)	\$0 Co-pay
Physical/Occupational Therapy	\$0 Co-pay
Durable Medical Equipment	\$0 Co-pay
Routine Hearing Screening (as part of an exam)	\$15 Co-pay

**UnitedHealthcare/Oxford Contact Information**

Live, knowledgeable customer service representatives are available for current State of Connecticut Partnership members toll-free at 800-385-9055 from 8am to 6pm EST, Monday through Friday.

If you prefer, you may also visit <http://partnershipstateofct.welcometouhc.com> to search for a participating physician or facility, to learn about your health plan, to find the status of claims, or obtain additional information about discount programs offered to State of Connecticut Partnership members.

Cigna Healthcare Financial Exhibit for  
**State of Connecticut- Enhanced Plan with HEP**  
 Effective Date: July 01, 2014



This is a summary of benefits for your dental plan. All deductibles, plan maximums, and service specific maximums (if any and otherwise) reset accumulate between in and out of network.

Cigna Healthcare Financial Exhibit for State of Connecticut- Enhanced Plan with HEP		
<b>Calendar Year Maximum</b> (Class I, II, III, Prosthetic Expenses)	\$3,000, Class I Applies No calendar year max for Periodontal Maintenance & Periodontal Scaling & Root Planing	\$3,000, Class I Applies No calendar year max for Periodontal Maintenance & Periodontal Scaling & Root Planing
<b>(Dental Implants)</b>	\$500	\$500
<b>Calendar Year Deductible</b>		
Per Individual	\$25	\$25
Per Family	\$75	\$75
<b>Class I Expenses - Preventive &amp; Diagnostic Care</b>		
Oral Exams Cleanings Radiographic X-Rays Fluoride Application Sealants New Radiographic X-Rays	100%, No Deductible	100%, No Deductible Reimbursement based on Maximum Allowable Charge
<b>Class II Expenses - Basic Restorative Care</b>		
Fillings Space Maintainers (limited to post-orthodontic treatment) Emergency Care to Relieve Pain Oral Surgery - Simple Extractions Oral Surgery - All Except Simple Extractions Surgical Extraction of Impacted Teeth Anesthetics Major Periodontics Minor Periodontics Root Canal Therapy / Endodontics Retains, Rebases, and Adjustments Repairs - Bridges, Crowns, and Inlays Repairs - Dentures Brush Repair	80%, After Deductible	80%, After Deductible Reimbursement based on Maximum Allowable Charge
<b>Class III Expenses - Major Restorative Care</b>		
Crowns / Inlays / Onlays Crown over Implant Full or Partial Dentures	60%, After Deductible	60%, After Deductible Reimbursement based on Maximum Allowable Charge
<b>Class IV Expenses - Orthodontia</b>		
Coverage for Children & Adults Lifetime Maximum	50%, No Other Deductible \$1500	50%, No Other Deductible \$1500 Reimbursement based on Maximum Allowable Charge
<b>Class Expenses 5 - Periodontal Maintenance</b>		
	100% No deductible No Maximum	100% No deductible No Maximum Reimbursement based on Maximum Allowable Charge
<b>Class Expenses 7 - Prosthetics</b>		
Bridges Dentures	50% After Deductible	50% After Deductible Reimbursement based on Maximum Allowable Charge
<b>Class II Expenses - Scaling and Root Planing</b>		
Scaling and Root Planing	80%, After Deductible No Maximum	80%, After Deductible No Maximum Reimbursement based on Maximum Allowable Charge
<b>Class IX Expenses - Implants</b>		
Calendar Year Max	50%, After Deductible \$500 maximum	50%, After Deductible \$500 maximum Reimbursement based on Maximum Allowable Charge
<b>Missing Tooth Provision</b>	No Indefinite	
<b>Late Entrant Limit</b>	No coverage until next open enrollment	
<b>Pre-treatment Review</b>	Available on a voluntary basis when extensive work in excess of \$200 is proposed.	
<b>Out-of-Network Reimbursement</b>	Maximum Allowable Charge	
<b>Student/Dependent Age</b>	18/19	

P0002 (N9001 DNSF) Network Prepared by Underwriting.

02/13/2014 12:58 PM

Cigna Healthcare Financial Exhibit for  
**State of Connecticut- Enhanced Plan with HEP**  
 Effective Date: July 01, 2014

**Cigna Dental PPO/Indemnity Exclusions and Limitations:**

Procedure	Exclusions & Limitations
Exams	Two routine and two periodontal cleanings per calendar year
Prophylaxis (cleanings)	Two per calendar year
Fluoride	2 per calendar year for people under 16
X-Rays (routine)	Bitewings: 1 per calendar year
X-Rays (non-routine)	Full mouth: 1 every 5 calendar year, Panorax: 1 every 5 calendar year
Model	Payable only when in conjunction with Ortho workup
Minor Pulp (non-surgical)	Various limitations depending on the service
Period Surgery	Various limitations depending on the service
Crowns and Inlays	Replacement every 7 years
Prosthetic Over Implants	1 per every 7 years if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges.
Bridges	Replacement every 7 years
Dentures and Partial	Replacement every 7 years
Retainers, Rebases	Covered if more than 6 months after installation
Adjustments	Covered if more than 6 months after installation
Repairs - Bridges	Reviewed if more than once
Repairs - Dentures	Reviewed if more than once
Sealants	Limited to posterior teeth. One treatment per tooth every three years up to age 16
Space Maintenance	Limited to non-orthodontic treatment
Allomelo Benefit	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.

**Benefit Exclusions:**

- \* Services performed primarily for cosmetic reasons
- \* Replacement of a lost or stolen appliance
- \* Replacement of a bridge or denture within five years following the date of its original installation
- \* Replacement of a bridge or denture which can be made useable according to accepted dental standards
- \* Procedures, appliances or restorations, other than full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of TMJ, stabilize periodontally involved teeth, or restore occlusion
- \* Veneers of porcelain or acrylic materials on crowns or pontics on or replacing the upper and lower first, second and third molars
- \* Bite registrations; precision or semi-precision attachments; splinting
- \* Instruction for plaque control, oral hygiene and diet
- \* Dental services that do not meet common dental standards
- \* Services that are deemed to be medical services
- \* Services and supplies received from a hospital
- \* Charges which the person is not legally required to pay
- \* Charges made by a hospital which performs services for the U.S. Government if the charges are directly related to a condition connected to a military service
- \* Experimental or investigational procedures and treatments
- \* Any injury resulting from, or in the course of, any employment for wage or profit
- \* Any sickness covered under any workers' compensation or similar law
- \* Charges in excess of the reasonable and customary allowances
- \* To the extent that payment is unlawful where the person resides when the expenses are incurred
- \* Procedures performed by a Dentist who is a member of the covered person's family (covered person's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents)
- \* For charges which would not have been made if the person had no insurance; For charges for unnecessary care, treatment or surgery
- \* To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
- \* To the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Cigna HealthCare will take into account any adjustment option chosen under such part by you or any one of your Dependents.
- \* In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

*This benefit summary highlights some of the benefits available under the proposed plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your insurance certificate or plan description.*

**Benefits are insured and/or administered by Cigna HealthCare.**

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Prepared by Underwriting  
 Cigna Care Network (P0002/NS901 DNSP)

03/13/2014 12:58 PM

# Use Maintenance Choice to Fill Your Long-Term Medications

## ABOUT THE CVS CAREMARK RETAIL NETWORK

**Will I receive a new ID card when I enroll in the Health Enhancement Program?**

Yes. You will receive two prescription drug cards per family. Please show this new card to your pharmacist to ensure the pharmacy has updated information.

**Do I only have to use a CVS/pharmacy?**

CVS Caremark pharmacy network contains more than 67,000 participating retail pharmacy chains and independent pharmacies. You can use any participating pharmacy to fill your acute (short-term) medications (30 day supply or less).

For maintenance medications (long-term), you are allowed one 30 day -fill only at any participating retail pharmacy. After the first 30 day fill, you must fill your prescription through the CVS Caremark Mail Service Pharmacy, CVS/pharmacy or other pharmacies that participate in the State of Connecticut Maintenance Drug Network.

## ABOUT MAIL SERVICE and the STATE OF CONNECTICUT MAINTENANCE DRUG NETWORK

**Where can I fill maintenance prescriptions?**

The choice is yours. You can order 90-day supplies of maintenance medications at:

**Mail Service:** Register for mail service by phone (FastStart® toll free at 1-800-875-0867 from 8am -8:30pm Mon – Friday) or log on to [www.caremark.com](http://www.caremark.com) and sign in or register, if necessary. Have your Prescription Card number, the names of your medicines, your doctor's information and your payment information ready. We handle the rest.

**CVS/pharmacy** – Visit your local CVS/pharmacy. If you are currently using CVS/pharmacy to fill your maintenance medications, you can continue to do so. Your CVS/pharmacist can dispense your 90-day supply of a maintenance medication for one copay.

**State of Connecticut Maintenance Drug Network** – Fill your maintenance medications at a participating State of Connecticut Maintenance Drug Network Pharmacy. If your pharmacy is participating in the State of Connecticut Maintenance Drug network, you can use the pharmacy to dispense your 90-day supply of a maintenance medication.

**How long does it take for my prescriptions to arrive by mail?**

Please allow 7-10 days for delivery from the time the order is placed. You can check your refill status on-line or by calling toll-free at 1-800-318-2572. **Please note:** Mail order packaging accommodates all temperature sensitive drugs.

**How should I ask my doctor or other prescriber to write my prescription in order to receive the maximum benefit for my maintenance medication?**

Remind your doctor or other prescriber to write a "90-day supply plus refills," when clinically appropriate, for maintenance medications. CVS Caremark must fill your prescription for the exact quantity of medication that your doctor or healthcare provider prescribes, up to your plan design limit. When you need to take your maintenance medication right away, ask your doctor or other prescriber for two prescriptions:

- The first for up to a 30-day supply
- The second for up to a 90-day supply, with refills when clinically appropriate

Have the short-term supply filled immediately at any CVS Caremark participating retail pharmacy. Then you have the choice to fill your maintenance medication using Mail Service Pharmacy, CVS/pharmacy, or a pharmacy participating in the State of Connecticut Maintenance Drug Network.

## ABOUT THE CVS CAREMARK DRUG LIST

**What is a drug list?**

It is a list of preferred prescription medications that have been chosen because of their clinical effectiveness and safety. This list is typically updated every three months. The drug list promotes the use of preferred brand-name medications and generic medications whenever possible. Generic medications are therapeutically equivalent to brand-name medications and must be approved by the U.S. Food and Drug Administration (FDA) for safety and effectiveness. Generally, generic medications cost less than brand-name medications. You can get a drug list by either visiting [www.caremark.com](http://www.caremark.com) or by calling Customer Care toll-free at 1-800-318-2572.

**Where can I get a drug list brochure?**

You can get a drug list brochure by visiting [Caremark.com](http://Caremark.com) or by calling a Customer Care Representative toll-free at 1-800-318-2572. To save money, have your doctor or other prescriber choose a generic or preferred brand-name medication from the CVS Caremark Drug List, if appropriate. You may want to take the list with you when you visit your doctor or other prescriber.

4330-016-0104-00-0015

State of Connecticut Partnership Plan - Vision		
Effective Date: July 01, 2014		
This is a summary of benefits for your vision plan.		
Benefit	In-Network	Out-of-Network
Multiple Copy	\$0	N/A
Single Vision Lenses	Covered in Full	\$40 Allowance
Bifocal Lenses	Covered in Full	\$65 Allowance
Trifocal Lenses	Covered in Full	\$75 Allowance
Latitudinal Lenses	Covered in Full	\$100 Allowance
Contact Lenses (Retail Allowance)		
Elective	\$580 Allowance	\$345 Allowance
Therapeutic	Covered in Full	\$845 Allowance
Frame (Retail Allowance)	\$175 Allowance	\$125 Allowance

Frequency is 12 months for lenses, contact lenses, and frames.

**In-Network Benefits Include:**

One pair of prescription plastic or glass lenses, all ranges of prescriptions (powers and prism)

**Lens Options:**

Standard Polycarbonate: covered for under 16 years of age; min. 20% save, \$40 out-of-pocket max. for adults  
 Oversize lenses: covered under plan  
 Rose Tints: #1 and #2 - covered under plan  
 Solid Tints: min. 20% save, \$16 out-of-pocket max.  
 Gradient Tints: \$20 out-of-pocket max.  
 Standard photochromics: 20% save, \$78 out-of-pocket max.  
 Standard anti-reflective coating: min. 20% save, \$45 out-of-pocket max.  
 Standard scratch/UV coating: min. 20% save, \$17 out-of-pocket max.  
 Progressive lenses: covered up to bifocal lens amount with 20% savings on the difference;  
 \$81 out-of-pocket max. for standard lens

One frame of choice covered up to retail plan allowance, plus a 20% savings on amount that exceeds frame allowance.  
 One pair or a single purchase supply of contact lenses - in lieu of lenses and frame benefit. (may not receive contact lenses and frames in same benefit year). Allowance applied towards cost of supplemental contact lens professional services (including the fitting and evaluation), and contact lens materials.  
**Vision Network Savings Program**  
 Minimum 20% savings on additional purchases of frames and/or lenses, including lens options, with a valid prescription; offered savings does not apply to contact lens materials. Check with your Cigna Vision Network Provider for details.

**To Locate a Provider:**

1. [www.cigna.com](http://www.cigna.com) Online Provider Directory:  
 Click on "Find a Doctor" at the top of the page.  
 Choose the "Eye Doctor" radio button and enter your search criteria.
2. [www.myCigna.com](http://www.myCigna.com): You can search for a provider by name, specialty or location after you enroll for coverage and your plan has taken effect.



APPENDIX D – REQUEST FOR VACATION FORM

REQUEST FOR VACATION



This form must be used when an employee wishes to use five or more consecutive vacation days. Please fill out this form at your earliest possible convenience. This form must be signed by your department head which will confirm there is no issue with the office being covered. The form will then be submitted to the finance department for verification of availability of time requested. The form will then be sent to the First Selectman to sign off and then returned to the employee, to finalize the procedure. The time is not considered to be approved until the form has been completely filled out and returned to the employee.

\*It is understood that unforeseen emergencies may arise in which you may have to use your vacation time. If an emergency arises and you will be out for more than five consecutive days which you would like deducted from your vacation time, you must verbally notify the First Selectman immediately and complete this form and hand it in upon your return to work.

Name of Employee: \_\_\_\_\_

Department: \_\_\_\_\_

#of Work Days Requested: \_\_\_\_\_

Dates Requested: \_\_\_\_\_

Signature of Employee \_\_\_\_\_

Signature of Department Head: \_\_\_\_\_

Availability Verified by Finance: \_\_\_\_\_

Signature of First Selectman: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING (MOU) RE: ERIN HOUK**

**MEMORANDUM OF UNDERSTANDING (MOU) RE: ERIN HOUK**

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN THE**

**TOWN OF GRISWOLD**

**-AND-**

**LOCAL 1303-133, COUNCIL #4, AFSCME  
(TOWN HALL EMPLOYEES)**

**THIS AGREEMENT** between the Town of Griswold ("Town"), Local 1303-133, Council #4, AFSCME ("Union"), and Erin Houk ("Employee") is made and entered into the day and year signed below, and provides as follow:

1. The Town and Union are parties to a collective bargaining agreement with the term July 1, 2013-June 30, 2014 ("CBA"). Section 14.4 in the CBA reads as follows:

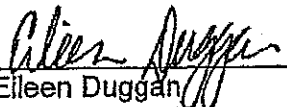
Each employee may elect to not participate in the health insurance coverage. Any such election not to participate shall be made in writing and except as herein provided shall be irrevocable for the remainder of the applicable fiscal year.

Employees making such election shall be paid a stipend of fifty (50) percent (50%) of the cost of the premiums for coverage for which such employee would otherwise have been eligible on or before June 30 of the fiscal year during which such election is in effect. Employees hired on or after July 1, 2014, who waive insurance shall only be eligible for fifty percent (50%) of the cost of the premium for individual coverage only, had such employee been eligible for the same on or before June 30<sup>th</sup> of the fiscal year during which such election is in effect.


Any election not to participate shall continue in effect unless revoked within the first two weeks of any fiscal year. Any payments under this section shall be prorated on a monthly basis for any employee who works less than a full year. Any employee who has elected not to participate in the health insurance coverage may change his/her election during the fiscal year subject to the enrolment requirements of the insurance carriers, only upon showing that such employee is no longer covered by his or her spouse's health insurance program. Employees otherwise covered by Town of Griswold or Town of Griswold Board of Education Insurance shall not be eligible for this waiver stipend.

2. The parties hereby agree that it was the intent of the Town to exclude Erin Houk from the language which states "Employees hired on or after July 1, 2014, who waive insurance shall only be eligible for fifty percent (50%) of the cost of the premium for individual coverage only, had such employee been eligible for the same on or before June 30<sup>th</sup> of the fiscal year during which such election is in effect."
3. Thereby, the parties agree that Ms. Houk's option to be paid the stipend in lieu of insurance coverage is grandfathered.
4. It is expressly understood between the parties that this MOU has been created on a non-precedent setting basis but that its terms are nonetheless binding on the parties and that the MOU may be used by the parties to enforce its terms.
5. This MOU constitutes the entire understanding by and between the parties regarding the subject matter herein, and specifically supersedes all conversations, discussions, representations and agreements by and between the parties regarding the subject matter herein.

For the Town:

  
Eileen Duggan  
Labor Counsel

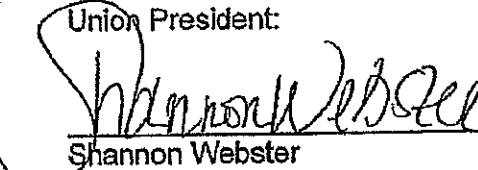
For the Union:

  
Scott Soares  
Staff Representative

Employee:

  
Erin Houk

Union President:

  
Shannon Webster

**MEMORANDUM OF UNDERSTANDING (MOU) RE: COMP. TIME**

**MEMORANDUM OF UNDERSTANDING (MOU) RE: COMP. TIME**

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN THE**

**TOWN OF GRISWOLD**

**-AND-**

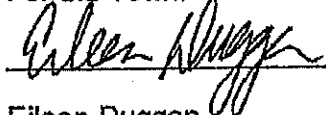
**LOCAL 1303-133, COUNCIL #4, AFSCME  
(TOWN HALL EMPLOYEES)**

**THIS AGREEMENT** between the Town of Griswold ("Town"), Local 1303-133, Council #4, AFSCME ("Union"), and Shannon Webster ("Employee") is made and entered into the day and year signed below, and provides as follow:

1. The Town and Union are parties to a collective bargaining agreement with the term July 1, 2013-June 30, 2014 ("CBA").
2. Employee is a member of the bargaining unit.
3. Article V – Hours of work, Overtime – addresses compensation for hours worked outside of an employee's regularly scheduled hours of work.
4. Employee regularly works six (6) hours per day. On or about July 2014, Employee was subpoenaed to attend Superior Court and appeared in Superior Court on a matter related to her job duties and responsibilities. Employee worked six and one half (6.5) hours, and was compensated at straight time for all hours worked. Despite the clear contract language in Section 5.3 that time and one half (1.5) is paid only after an employee works more than seven (7) hours in a day, the Union maintains that the Town traditionally has paid employees time and one half (1.5) for all hours worked outside the regular hours of work.
5. Pending ratification of the CBA currently being negotiated (but in no case later than December 31, 2014), the Town will compensate members at time and one half (1.5) for all hours worked outside the regular hours of work and/or allow employees to earn compensatory time as has been allowed. Pending ratification of the CBA currently being negotiated (but in no case later than December 31, 2014), the Town will implement the clear language in Section 5.3 that employees must work more than (7) hours in a day to then receive time and one half (1.5) for hours in excess of seven (7) hours in a day; the Town further will not provide employees with compensatory time.

6. The Employer has compensated Employee at her time and one half rate for the one half (.5) hour worked above her regular hours of work on July 2014.
7.
  - a) The parties agree and acknowledge that Section 5.3 otherwise is clear in providing that an employee must actually work more than seven (7) hours in a day to be eligible for time and one half (1.5) pay for actual hours worked in excess of seven (7) hours in a day. The parties agree and acknowledge that this clear language will be implemented and enforced pursuant to paragraph 5, above, thus extinguishing any past practice claim by the Union as to receipt of time and one half (1.5) pay for hours actually worked less than seven (7) in one day. The Union further waives any claims for time and one half pay, subject to the time frame set forth in paragraph 5, above, for any hours worked by an employee outside his/her regular hours, but less than seven (7) hours in one day.
  - b) The parties further agree that the CBA does not provide for the earning of compensatory time. Section 5.3 as noted in (a), is clear regarding pay for hours actually worked outside of an employee's regularly scheduled hours of work. Any practice of earning compensatory time shall cease, subject to the time frame set forth in paragraph 5, above.
8. Individuals with compensatory time as of the ratification date shall be frozen at the total amount of pay at the time of ratification. Employees with compensatory time as of ratification may choose to be paid out as soon as reasonably practicable at the rate of one (1) hour straight pay for every three (3) hours of compensatory time or in full pursuant to a schedule of payments (twelve (12) equal monthly payments from the date of election). Employees must make election within thirty (30) calendar days of signing of the CBA by both parties.
9. It is expressly understood between the parties that this MOU has been created on a non-precedent setting basis but that its terms are nonetheless binding on the parties and that the MOU may be used by the parties to enforce its terms.
10. This MOU constitutes the entire understanding by and between the parties regarding the subject matter herein, and specifically supersedes all conversations, discussions, representations and agreements by and between the parties regarding the subject matter herein.

For the Town:



Eileen Duggan  
Labor Counsel

For the Union:



Scott Soares  
Staff Representative

**MEMORANDUM OF UNDERSTANDING (MOU) RE: BEVIN/AUBIN**

**MEMORANDUM OF UNDERSTANDING (MOU) RE: BEVIS/AUBIN**

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN THE**

**TOWN OF GRISWOLD**

**-AND-**

**LOCAL 1303-133, COUNCIL #4, AFSCME  
(TOWN HALL EMPLOYEES)**

**THIS AGREEMENT** between the Town of Griswold ("Town"), Local 1303-133, Council #4, AFSCME ("Union"), and Erika Bevis ("Ms. Bevis"), and Ryan Aubin ("Mr. Aubin") is made and entered into the day and year signed below, and provides as follow:

1. The Town and Union are parties to a collective bargaining agreement with the term July 1, 2013-June 30, 2014 ("CBA"). The recognition clause in the CBA currently reads as follows:

**Section 1.1**

The employer recognizes the Union as the sole and exclusive representative with respect to all matters of wages, hours and other conditions of employment for all employees of the Griswold Town Hall working 120 days per year or more but excluding all elected officials, and employees of the Griswold Public Health Nursing Association.

**Section 1.2**

All collective bargaining shall be conducted by authorized representatives of the Union and authorized representatives of the Town.

**Section 1.3**

A part-time employee shall be defined as an employee working less than 20 hours per week. Part-time employees are not eligible for insurance benefits contained in Article XIV of the contract. Employees who are regularly scheduled to work less than thirty five (35) hours per week shall receive a pro-rated share of all other benefits (excluding insurance) contained in the contract.

2. Effective upon ratification of the contract currently under negotiations, the following positions will be voluntarily recognized as part of this bargaining unit: Assistant to the Director of Parks and Recreation / Youth & Family Services and Director of Parks and Recreation/Youth & Family Services. The persons currently holding the positions are Erika Bevis and Ryan Aubin.
3. The recognition clause shall be amended to read as follows:

**Section 1.1**

The employer recognizes the Union as the sole and exclusive representative with respect to all matters of wages, hours and other conditions of employment for all employees of the Griswold Town Hall hired to work and working fifteen (15) or more hours per week on a regular basis but excluding all elected officials.

Section 1.2

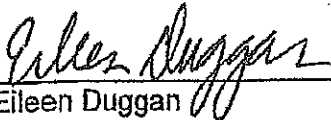
All collective bargaining shall be conducted by authorized representatives of the Union and authorized representatives of the Town.

Section 1.3

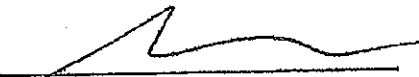
A part-time employee shall be defined as an employee working less than fifteen (15) hours per week. Part-time employees are not eligible for insurance benefits contained in Article XIV of the contract. Employees who are regularly scheduled to work less than thirty five (35) hours per week shall receive a pro-rated share of all other benefits (excluding insurance) contained in the contract.

4. Ms. Bevis generally is scheduled to work an average of nineteen and one-half (19 ½) hours per week.
5. The amount of any leave for which Ms. Bevis is entitled shall be based on a nineteen and one-half (19 ½) hour work week. Should Ms. Bevis's hours worked for fiscal year 2014 - 2015 be fewer than 1014 (19.5 times 52), her amount of leave for 2015 - 2016 shall be based on her annual hours for 2014 - 2015 divided by 52.
6. Vacation leave and longevity pay, pursuant to Article IX and Article XX of the contract, will be based on Ms. Bevis's total years of employment.
7. Ms. Bevis shall not be entitled to compensation at time and one-half until she has worked over thirty-five (35) hours in a week.
8. For purposes of bargaining unit seniority and bumping rights, the date of entry into the bargaining unit (date of ratification of contract) shall be the effective seniority date for Ms. Bevis and Mr. Aubin.
9. The parties agree that all aspects of the terms and conditions of employment for the positions of Director of Parks and Recreation/Youth & Family Services and Assistant to the Director of Parks and Recreation/Youth & Family Services shall otherwise be subject to negotiation/arbitration.
10. It is expressly understood between the parties that this MOU has been created on a non-precedent setting basis but that its terms are nonetheless binding on the parties and that the MOU may be used by the parties to enforce its terms.
11. This MOU constitutes the entire understanding by and between the parties regarding the subject matter herein, and specifically supersedes all conversations, discussions, representations and agreements by and between the parties regarding the subject matter herein.


For the Town:

  
Eileen Duggan  
Labor Counsel

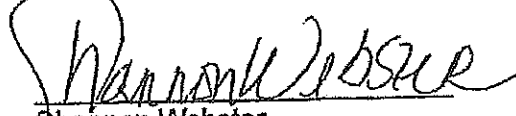
For the Union:

  
Scott Soares  
Staff Representative

Employee:

  
Erica Bevis

Union President:

  
Shannon Webster

Employee:

  
Ryan Aubin

**MEMORANDUM OF UNDERSTANDING (MOU) RE: SALARIED EMPLOYEES**

**MEMORANDUM OF UNDERSTANDING (MOU) RE: SALARIED EMPLOYEES**

**BETWEEN THE**

**TOWN OF GRISWOLD**

**-AND-**

**LOCAL 1303-133, COUNCIL #4, AFSCME  
(TOWN HALL EMPLOYEES)**

**THIS AGREEMENT** between the Town of Griswold ("Town"), Local 1303-133, Council #4, AFSCME ("Union"), and the following employees: Mario Tristany, Evelyn Spagnolo, Ryan Aubin and Tina Falck ("Employees"), is made and entered into the day and year signed below, and provides as follow:

1. The Town and Union are parties to a collective bargaining agreement with the term July 1, 2014-June 30, 2018. The parties are in the midst of ratifying the terms of a reopener to that agreement, which would extend the term to July 1, 2014-June 30, 2019 ("CBA").
2. Employees are all full time employees of the bargaining unit and hold the following four (4) positions: 1) Town Planner, 2) Assessor, 3) Director of Parks and Recreation/Youth and Family Services and 4) Director of Senior Citizens Center and Social Services Agent. In the event the position of Building Official becomes a full time position, the new employee or the incumbent, shall be subject to the terms of this MOU.
3. The parties have agreed, consistent with state and federal wage and hour laws, to convert the hourly, non-exempt positions of full-time Town Planner, Assessor, Director of Parks and Recreation/Youth and Family Services and Director of Senior Citizens Center and Social Services Agent to salaried exempt positions as of July 1, 2016. In order to transition these employees, the parties have negotiated, during the reopener, salaries that consider the amount of premium pay and/or overtime previously earned by these positions under the applicable collective bargaining agreement.
4. Article V, Section 5.1 of the CBA (Hours of Work, Overtime) provides that the basic work week is thirty-five (35) hours, Monday through Friday.
5. Article V, Section 5.2 of the CBA provides as follows:

The basic work week shall be seven (7) hours per day Monday through Friday, between the hours of 8:30 A.M. and 4:00 P.M., with one-half (1/2) hour unpaid for lunch.

Employees may be required to engage in activities necessitated by their classification outside of the regularly scheduled work hours, i.e., evening meetings.

The Town reserves the right to change the basic schedule (with two weeks written notice to the Union) to the following: The work week shall be seven (7) hours per day Monday through Wednesday, between the hours of 8:30 a.m. and 4:00 p.m., with one-half (1/2) hour unpaid for lunch. On Thursday the hours shall be extended to 6:30 p.m. and on Friday the hours shall be reduced to 1:00 p.m. This extended hour program for Thursdays shall not affect Senior Center employees who shall remain on the basic work week schedule set forth in sentence 1 of this section. Employees working the extended hours set forth above for Thursday shall not be entitled to receive overtime pay under section 5.3. Employees working the extended hours set forth above for Thursday shall receive a third (3<sup>rd</sup>) fifteen (15) minute break period which will be staggered among department employees in order to insure coverage for citizens coming into said departments. Employees working the reduced hours will only receive one (1) fifteen (15) minute break. Leave time taken under the Thursday extended day schedule set forth above shall be calculated in hourly increments. Finally, the Town shall have the absolute right to return to the basic work week schedule set forth in sentence 1 of this section provided it gives the Union two (2) weeks written notice of said changes.

6. Article V, Section 5.3 of the CBA provides as follows:

Employees who are assigned to work outside their regularly scheduled work hours by the First Selectman or because of requirements of their positions in meeting public needs, shall be paid at the rate of time and one-half their hourly rate for all hours worked outside their regularly scheduled work hours (in no cases less than seven (7) consecutive hours in any one day) with the approval of First Selectman. The First Selectman must approve all employees' attendance at evening meetings.

Director of Parks and Recreation/Youth & Family Services, Assistant to the Director of Parks and Recreation / Youth and Family Services, Director of Senior Citizens Center and Social Services Agent, Social Worker and Assistant to Director of Senior Citizens Center may be required to perform work on weekends consistent with scheduled program events. During such weeks, the First Selectman may, with two (2) weeks prior notice, alter the employee's regular work schedule for that week such that program events fall within the weekly number of regularly scheduled work hours for the position.

7. The parties agree that effective July 1, 2016, Article V, Sections 5.1, 5.2 and 5.3 of the CBA is no longer applicable to the full-time positions of Town Planner, Assessor, Director of Parks and Recreation/Youth and Family Services and Director of Senior Citizens Center and Social Services. Rather, the following language shall apply to Employees:

The full-time positions of Town Planner, Assessor, Director of Parks and Recreation/Youth and Family Services and Director of Senior Citizens Center and Social Services Agent ("exempt employees") agree that they perform as executive, administrative and/or professional employees and, as such, are expressly exempted by the Fair Labor Standards Act and related state laws from the requirement of paid overtime. These exempt employees may be required to regularly engage in activities necessitated by their classification outside of normal business hours, i.e., evening meetings. These exempt employees are accountable to the Town and the public and, as such, employees

shall use the time card system utilized by all other bargaining unit members. Failure to maintain accurate time records may result in discipline.

The work schedules for the Town Planner, Assessor, Director of Parks and Recreation/Youth and Family Services and Director of Senior Citizens Center and Social Services Agent shall be solely determined by the Town. The Town will notify the employee(s) and Union of any changes to the work schedule with two (2) weeks prior notice.

Employees must comply with Article IX and Article X of the CBA regarding the use of vacation and sick leave. The parties agree that Employees shall work during normal work hours as determined by the Town and must use their vacation and sick leave in the same manner as all other bargaining unit members.

Exempt employees shall submit to the First Selectman or his/her designee a listing of regular night meetings which they are required to attend. The First Selectman or his/her designee must approve all employees' attendance at evening meetings. Moreover, in the event any exempt employee must perform work on weekends consistent with scheduled events, the First Selectman or his/her designee may, with two (2) weeks prior notice, alter the employee's regular work schedule for that week.

8. Article V, Sections 5.4 through 5.6 of the CBA (renumbered under the reopener to Sections 5.5 through 5.7) shall not apply to full-time positions of Town Planner, Assessor, Director of Parks and Recreation/Youth and Family Services and Director of Senior Citizens Center and Social Services.
9. The parties agree that the job descriptions for the Director of Senior Citizens Center and Social Worker positions will be merged into one job description and called the Director of Senior Citizens Center and Social Services Agent. In addition, the duties for this position will include serving as the Municipal Agent for the Elderly. As such, the salary for this position takes into account the \$7,000 currently received by Ms. Falck as a separate stipend, and Ms. Falck will no longer receive a separate stipend for serving as Municipal Agent for the Elderly.

The parties further agree that if the State of Connecticut no longer mandates that the Town have a municipal agent for the elderly, the existing wage rate will be decreased by \$7,000.

10. The parties acknowledge and agree that under federal law as of December 1, 2016, one aspect of the test for salaried exempt employees is annual compensation of at least \$47,500. Two full-time positions - Director of Parks and Recreation/Youth and Family Services and Director of Senior Citizens Center - will be below \$47,500 after the application of general wage increases on July 1, 2016. In order to meet the threshold compensation amount for salaried exempt status, the compensation for these two positions shall increase per Exhibit A to this MOU.
11. It is expressly understood between the parties that this MOU has been created on a non-precedent setting basis but that its terms are nonetheless binding on the parties and that the MOU may be used by the parties to enforce its terms.

This MOU constitutes the entire understanding by and between the parties regarding the subject matter herein, and specifically supersedes all conversations, discussions, representations and agreements by and between the parties regarding the subject matter herein.

12. The parties agree that they will meet in six (6) months (during the month of January 2017) to review the hours worked by Employees and determine whether any salary adjustments are necessary. In the interim, the Town agrees to provide the Union with a monthly breakdown of Employees' hours.

For the Town:

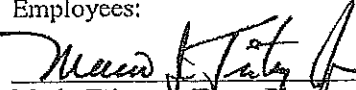
  
Kevin Skulczyck, First Selectman

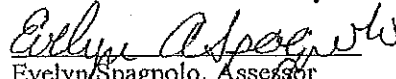
Date: 8-31-16

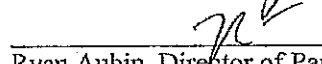
For the Union:

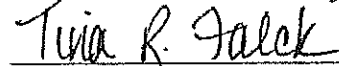
  
Scott Spares, Staff Representative

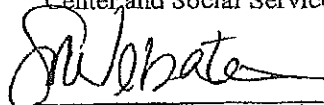
Employees:

  
Mario Tristany, Town Planner

  
Evelyn Spagnolo, Assessor

  
Ryan Aubin, Director of Parks and  
Recreation/Youth and Family Services

  
Tina Falck, Director of Senior Citizens  
Center and Social Services Agent

  
Shannon Webster, Union President

**EXHIBIT A - SALARIED WAGE SCHEDULE**

**JULY 1, 2016 – JUNE 30, 2019**

<b>POSITION</b>	<b>7/1/2016</b>	<b>12/1/16</b>	<b>7/1/2017</b>	<b>7/1/2018</b>
Town Planner	\$78,855.60	\$78,855.60	\$80,432.71	\$82,041.37
Assessor	\$54,908.40	\$54,908.40	\$56,006.57	\$57,126.70
Director Parks and Recreation/ Youth & Family Services	\$46,642.60	\$47,500.00	\$47,500.00	\$48,450.00
Director of Senior Citizens Center and Social Services Agent	\$46,044.60	\$47,500.00	\$47,500.00	\$48,450.00

**SUBJECT TO THE APPROVAL OF THE FINANCE DIRECTOR**

SIDE LETTER RE: HOLIDAY PAY March 31, 2015

Mr. Scott Soares  
Service Representative  
AFSCME, Council 4  
444 E Main Street  
New Britain CT 06051

Re: Town of Griswold -and- Local 1303-133, Council 4, AFSCME  
Our File No.: 51184

Dear Mr. Soares,

This correspondence is intended to serve as a side letter to the July 1, 2014 - June 30, 2018 Collective Bargaining Agreement between the Town of Griswold ("Town") and Local 1303-133, Council 4, AFSCME, AFL-CIO ("Union") regarding part-time employees.

The parties have agreed that a part-time employee shall receive holiday pay only on those days that the holiday falls on his/her regularly scheduled work day. For example:

During the week of Thanksgiving, an employee regularly scheduled to work Monday, Tuesday and Wednesday for six (6) hours each day, will work his/her regularly scheduled hours of work and not receive any additional holiday pay for Thanksgiving and/or the Day After Thanksgiving. During the week of Labor Day, the employee will receive six (6) hours of holiday pay on Monday, and then will work six (6) hours on Tuesday and Wednesday.

All other terms and conditions of the Collective Bargaining Agreement between the Town and the Union for the period July 1, 2014 – June 30, 2018, remain in full force and effect and are applicable to this Agreement.

*Eileen Duggan*  
Eileen Duggan  
Labor Counsel

Scott Soares  
Staff Representative

