

AGREEMENT
BETWEEN
THE TOWN OF GUILFORD
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 424-UNIT 92
COMMUNICATIONS AND POLICE DISPATCHERS

JULY 1, 2018- JUNE 30, 2021

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PREAMBLE

This agreement by the TOWN OF GUILFORD (hereinafter referred to as "the Town") and the UNITED PUBLIC SERVICE EMPLOYEES UNION (hereinafter referred to as "the Union") has as its purpose, the promotion of harmonious relations between the Town and the Union and establishment of an equitable and peaceful procedure for the negotiations of wages, hours and other conditions of employment.

RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time civilian communication dispatchers of the Communications Service and the Police Department.

The parties recognize the existence of two separate Town Departments, the Police Department and the Communications Service. Unless expressed to the contrary in this Agreement, all rights and obligations accrue on a departmental basis.

ARTICLE 1 **DISCRIMINATION AND COERCION**

Section 1. The policy of the Town and the Union is not to discriminate against any employee due to race, ancestry, color, sex, age, religious creed, marital status, political affiliation or union activities.

Section 2. Neither the Union nor any of its representatives shall intimidate or coerce employees nor will it solicit or conduct any union activities during working hours other than those essential to collective bargaining and handling of grievances in the manner so provided herein.

ARTICLE 2 **NO STRIKE/NO LOCKOUT**

Section 1. The Union agrees that, pursuant to Section 7-475 C.G.S., it will neither call, support nor encourage any work stoppage, strike or engage in any slowdown, sick-out, refusal to work open shifts or mandated overtime, or any other activity which affects the employee's performance of his/her work.

Section 2. The Town shall not lock out any employees covered by this Agreement during this Agreement.

ARTICLE 3 **UNION SECURITY**

Section 1. All present bargaining unit employees and all bargaining unit employees hired after the date this Agreement is signed shall, as a condition of employment, become and remain members of the Union within thirty (30) calendar days after this Agreement is signed or after their date of hire, whichever is applicable, or pay an agency fee.

Section 2. The Town agrees to deduct Union membership dues or agency fees weekly from the pay of those employees who individually and in writing authorize such deductions. The Town will remit to the Union, once each month, on or before the last day of the month in which such deductions are made, the dues or agency fees deducted, together with a list of employees from whose wages these sums have been deducted. Such dues or agency fees deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees to hold the Town harmless from damages arising from the making of authorized deductions.

Section 3. The signing of this Agreement shall not abrogate any employee's rights or privileges to which he is entitled by ordinance, charter, and Board rulings, unless such right or privilege is specifically covered by one or more terms of this Agreement.

ARTICLE 4 **MANAGEMENTS RIGHTS**

Section 1. Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town, pursuant to any charter, general or special statute, ordinance, regulations, agreements regarding reorganization, or other lawful provision, over the complete operations, practices, procedures and regulations with respect to employees of the Town shall remain solely and exclusively in the Town, including, but not limited to, the following: to determine the standards of services to be offered by Town employees, determine the standards of selection for Town employment; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; subcontract work; issue work rules and regulations, personnel policy manuals, personnel

procedures and policies, to enforce them, and from time to time in its discretion change them; maintain the efficiency of governmental operations; determine work schedules; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its legal responsibilities.

Section 2. It shall be the policy of the Town that work which can be properly, safely and economically performed by bargaining union employees covered by this Agreement shall be assigned to and performed in accordance with this Agreement. In the event that the Town deems it necessary to subcontract work that has been assigned and performed by employees in the bargaining unit, it agrees to give the Union an explanation of the work to be subcontracted and an opportunity to bargain over the effects of the decision to subcontract.

ARTICLE 5 **DISCIPLINE**

Section 1. The Fire Chief and the Chief of Police shall exercise full disciplinary authority. All disciplinary action shall be applied in a fair and equitable manner, shall be consistent with the infraction for which disciplinary action is being applied and, if above a verbal warning, may be challenged under the grievance and arbitration provisions of this Agreement.

Section 2. All discipline shall be for just cause.

Section 3. It is understood that both the Fire Chief and the Chief of Police shall have the authority to discipline and to recommend termination of employment of employees assigned to their respective departments.

Section 4. Each employee shall have the right to see and review his/her personnel file by appointment with the Human Resources Department or in the case of police dispatchers, the Chief of Police. The Town shall provide copies of all materials in the file upon request of the employee. The employee shall have the right to respond in writing to all items in his/her personnel file. Such responses shall be made part of the file. No separate personnel files shall be maintained other than the one in the Human Resources Department or the Police Department.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. Grievance Defined:

A grievance, for purposes of this procedure, shall mean a dispute concerning the interpretation and/or application of any of the specific provisions of this collective bargaining agreement.

Section 2. Procedures:

Step One. Within ten (10) calendar days from the date the employee knew, or in the exercise of reasonable diligence should have known, of the event giving rise to the grievance, the employee and/or Union steward shall present the grievance in writing to the Fire Chief or his/her designee (for communications dispatchers) or the Chief of Police or his/her designee (for police dispatchers). The parties shall attempt to resolve the matter at this level. In any event, the Fire Chief or his/her designee or the Chief of Police and his/her designee shall respond to the grievance in writing within ten (10) calendar days.

Step Two. If the employee is dissatisfied with the response at Step One, the employee and/or Union steward shall, within ten (10) calendar days after receiving such decision, submit the grievance in writing, to the Fire Commission (for communications dispatchers) or to the Police Commission (for police dispatchers). The Fire Commission or the Police Commission, as the case may be, shall then place the grievance on the agenda for the next regularly scheduled meeting of the Fire Commission or the Police Commission. The Fire Commission or Police Commission shall reply to the grievance in writing within ten (10) calendar days after the date of the meeting.

Section 3. In the event the employee is not satisfied with the decision in Step 2, the Union may file a request for arbitration in writing within fifteen (15) calendar days of the date of Step 2 reply. Said request is to be filed with the Connecticut State Board of Mediation and Arbitration, as to communications employees with a copy to the Fire Chief, and as to Police employees with copy to the Chief of Police.

Section 4. The arbitrator provided for in Step 3 shall conduct a hearing in accordance with the current rules of the Tribunal at which the facts and arguments relating to the grievance shall be heard. The arbitrator's jurisdiction to make an award shall be limited by the submission and confined to the interpretation and application of the provisions of this Agreement. The arbitrator shall not have jurisdiction to make an award which has the effect of amending, altering, modifying, enlarging or ignoring the provisions of this Agreement in effect at the time of the occurrence. The decision of the arbitrator shall be final and binding upon both parties, provided it is in accordance with the law.

Section 5. Arbitration filing fees and expenses shall be paid as required by the tribunal. Each party shall be responsible for the cost of presenting their respective case.

Section 6. Mediation: The mediation services of the State Board of Mediation and Arbitration may be utilized, provided either party so desires, as long as it does not otherwise delay the time limit specified above.

Section 7. Meetings: If either of the parties related to the grievance process desires to meet for the purposes of oral discussion, a meeting shall be requested and scheduled.

Section 8. Any time limit specified in this Article may be extended by mutual written agreement of the parties.

ARTICLE 7 **SENIORITY**

Section 1. Seniority, for the purpose of this Agreement, is defined as the total length of an employee's most recent period of full-time continuous service in his/her assigned department, either police or communications. There shall be separate seniority lists and transfer of seniority from one department to the other shall be allowed in cases of permanent full-time position transfers between departments. Seniority will not be accrued during suspensions, layoffs, or unpaid leaves, but seniority rights accrued prior to such absence will not be lost upon reinstatement. If a suspension is reversed through binding arbitration, seniority will not be lost. Exceptions to the accrual provisions above may be made by mutual agreement.

Section 2. A seniority list shall be furnished to the Union upon request of the Union President, and unless mistakes are brought to the attention of the department head within 30 days the list shall be considered to be correct.

Section 3. No employee shall attain seniority or other rights under this Agreement until he/she completed one hundred eighty (180) calendar days of continuous service within his/her department. Paying a probationary employee at a higher grade shall not waive the probationary period required by this Section. The Probationary period may be waived, at the Town's discretion, for employees with prior part-time experience in the department. During such period, he/she shall be on probation and may be terminated by the Town in its sole discretion for any reason whatsoever, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of the Agreement. Upon completion of his/her probationary period, an employee's seniority shall date back to the commencement of their employment within the Department.

Section 4. If an employee resigns voluntarily or is discharged for just cause he/she shall lose all seniority.

Section 5.

a. The order of layoff for dispatcher employees within the departments covered by this Agreement shall be within the seniority group as follows:

1. Temporary and seasonal employees;
2. Trainees, probationary employees and part-time employees before full-time; and
3. Full-time employees with the least seniority first, provided remaining employees are capable and available of doing the work of the laid-off employees.

b. The Town shall notify any full-time employee to be laid off and the Union President at least two weeks before the effective date of the layoff.

Section 6. Employees who are laid-off under this Article shall have recall rights as follows:

- a. The affected employee shall notify his/her immediate supervisor at the time of layoff that he/she requests placement on the recall list.
- b. For period of twenty-four (24) months, or for a period not to exceed his/her length of employment, whichever is less, the affected employee shall have the right to be recalled to the job title from which he was laid off if a position should become vacant.

c. No person shall be newly employed in a department until all persons on the recall list for that department have been notified by certified mail, and such persons either are offered recall, or declined such recall offer. An employee who declines an offer of recall shall forfeit recall rights. Failure to respond in writing within two weeks to a notice of an opening shall be deemed a refusal to accept recall.

ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 1. All police dispatchers shall work a forty (40) hour work week, including a daily one half (½) hour paid lunch.

Police Department Dispatchers shall bid their shifts based on seniority for two (2) months (fifty six [56] days) at a time in two (2) twenty-eight (28) day periods. All bidding shall be completed fifty-six (56) days from the first day of the shift bid for.

Section 2. All full-time communications dispatchers shall work a forty (40) hour work week, eight (8) consecutive hours per day, five (5) days per calendar week. The Town shall make reasonable efforts to schedule two (2) days off consecutively.

Communications dispatchers shall work in accordance with the following schedules:

(1st) 8:00 a.m. - 4:00 p.m.: half (½) hour working paid lunch; half (½) hour break or payment for half (½) hour at time and one-half if no break is provided.

(2nd) 4:00 p.m. - 12:00 mid: half (½) hour working paid lunch; half (½) hour break or payment for half (½) hour at time and one-half if no break is provided.

(3rd) 12:00 mid - 8:00 a.m.: half (½) hour working paid lunch; half (½) hour break or payment for half (½) hour at time and one-half if no break is provided.

Coverage for breaks will be arranged by the Town, at its sole discretion, using whatever Town personnel it deems appropriate.

Section 3. Shifts involving different hours for both departments may be created at the department head's discretion.

All full-time regular employees shall be required to work the hours of the work period to which they are assigned for each twenty eight (28) day period, unless work requirements demand otherwise. The work period schedule shall be posted not less than two (2) weeks before each shift change, subject to changes arising from emergency conditions.

Sections 4. Once assigned there shall be no exchanging shifts or workdays without the express written approval of the department head. All requests for such exchanges must be in writing submitted at least forty eight (48) hours in advance of the proposed exchange. Exchange of shifts or workdays may be permitted subject to the approval of the department head but may be terminated or disallowed at any time at the sole discretion of the department head.

Section 5. All bargaining unit employees shall be assigned their work hours by the department head.

Section 6. No employee may work over forty (40) scheduled hours a week without obtaining the approval, in writing in each case, of the department head.

Section 7. Overtime in the Communications Service shall first be offered to full-time regular employees on the basis of seniority. If, after calling those full-time dispatchers eligible for overtime, no dispatcher has accepted the assignment, the department head shall assign that overtime at his/her discretion.

Section 8. Overtime for the dispatchers assigned to the Police Department will be offered to the employees in as fair and equitable a manner as possible. On any occasion that a Police Dispatcher works more than sixteen (16) consecutive hours he/she shall be given eight (8) consecutive hours off prior to reporting back to duty.

Section 9. Police Officers may be assigned police dispatcher duties at the discretion of the Chief of Police.

Section 10. Dispatchers assigned to the Communications Department shall not be permitted to work in the Police Department without the express written approval of both the Fire Chief and the Chief of Police. Dispatchers assigned to the Police Department shall not be permitted to work in the Communications Department without the express written approval of both the Fire Chief and the Chief of Police. Such approvals shall be in the sole discretion of the Fire Chief and the Chief of Police.

Section 11. Individual records of work hours and hourly rates of pay will be available for inspection by the employee during the Town Hall's regular working hours.

Section 12. The Town shall have the right to require overtime from full-time regular dispatchers. Dispatchers in each department agree that dispatching duties are their full-time employment and will not accept outside employment within the Town or employment outside of the Town which will interfere, as determined by their department head, with their regular full-time duties, including mandatory overtime.

Section 13. There shall be a 3-hour minimum pay at the hourly rate of time and one half in all call in situations. Such call-ins shall be noted on the overtime list as "C.I."

Section 14. Trainees and probationary employees will not be offered extra work unless there are no other employees available.

Section 15. If no employee accepts an offer of extra work, the work shall be assigned to any junior regular employee available for work, to any part-time employee or to any probationary employee available for work in that order.

Police Dispatchers may not be ordered to duty for more than twelve (12) hours in any workday, unless no other dispatcher is available and dispatch is understaffed.

Section 16. The on-duty senior dispatcher required to train other employees shall receive an additional seventy-five cents (\$.75) per hour for the time spent with the trainee. A police dispatcher will receive one hour of comp time for each four hours worked training a police officer.

Section 17. In all cases of overtime within the bargaining unit, the employee seeking overtime must, in the reasonable judgment of the Town, have the proven capability of doing the available work. The Town's judgment in this regard shall be subject to the grievance and arbitration procedure.

ARTICLE 9 **HOLIDAYS**

Section 1.

1. The following days are holidays to be observed by all full-time employees in accordance with the provisions of this Article:

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Martin Luther King Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
	Christmas Day

2. The twenty-four (24)-hour observation of Christmas Day and New Year's Day begins at 12:00 a.m. on December 25 and 12:00 a.m. on January 1.

Section 2. A full-time employee will be paid up to eight (8) hours, at his/her base hourly rate, for the number of hours equal to his/her regular working schedule during such week for the holidays listed above provided the following conditions are met:

- a. Such employee has been employed at least thirty (30) days prior to any holiday listed above;
- b. The employee must have worked his/her last scheduled workday prior to and the next scheduled working day after such holiday;
- c. Absence from work on such days will not disqualify an otherwise eligible employee when such absence is due to:
 - i. Death in his/her immediate family as defined in Article 12, Section 2.a.
 - ii. Jury duty;
 - iii. Being on an approved vacation;
 - iv. Authorized sick leave.

Section 3. Full-time personnel scheduled to work on a holiday shall be paid at a rate of time and one-half his/her base hourly rate of pay for number of hours he/she works on such holiday. In addition, the employee will receive a compensatory day off or will be paid for eight (8) hours at his/her regular rate. If the compensatory time is not taken within sixty (60) days of said holiday the employee will be paid eight (8) hours at his/her rate.

Section 4. Whenever any holiday falls during the paid sick leave or paid vacation of a full-time employee, said holiday shall not be charged against the employee's vacation time or sick leave. The employee shall be given another day off to compensate for said holiday at a time mutually agreeable to the parties. If a mutually agreeable day cannot be scheduled within three (3) months of the holiday, the employee shall receive eight (8) hours pay at his/her regular rate. Such holidays may not be used more than two (2) days in any single week.

ARTICLE 10 **VACATIONS**

Section 1. All regular full-time employees shall be granted time off with pay for vacation according to the following schedule:

a. New Employees

1. Date of Hire from January 1-June 30
After completion of six (6) months' service, two (2) weeks vacation.
2. Date of Hire from July 1-October 31
After completion of six (6) months' service, one (1) week vacation.
3. Date of Hire from November 1-December 31
No vacation time until July 1st of the following year.

- b. On July 1st of each successive year, all employees will be granted their full allotment of two (2) weeks vacation for that fiscal year.
- c. From year five (5) through year nine (9), the employee will be granted three (3) weeks vacation.
- d. From year ten (10) through year nineteen (19), the employee will be granted four (4) weeks vacation.
- e. From year twenty (20) and each year forward, the employee will be granted five (5) weeks vacation.

f. For purposes of calculating vacation time, each July 1st, regardless of hire date will be counted as one (1) year.

(Example: An employee who begins work on September 1, 2008 would receive one week of vacation on March 1, 2009 and then two (2) additional weeks on July 1, 2009. The same employee would begin receiving three (3) weeks vacation on July 1, 2013.)

Section 2. All vacations should be taken within the fiscal year and at times satisfactory to the department head. Employees may carry over one-half (½) of their accrued vacation leave into the next fiscal year provided that it is used prior to September 1 of that year.

Section 3.

Communications Department:

Employees by seniority shall indicate their preference of vacation time, in writing, no later than thirty (30) days prior to the requested time.

Police Department:

All vacation selection within the bidding period is based on seniority. Vacation requests shall be submitted at the time the employee bids his/her shift. If a vacation selection cannot be approved, the employee will be so notified and may be offered other available vacation dates within the existing bidding period.

Section 4. Employees who are eligible for vacation and whose employment is terminated shall be paid an amount equal to all accumulated vacation earned but not taken, except that an employee who is terminated for cause shall not be entitled to receive pay for accumulated vacation.

Section 5. Except as otherwise may be provided herein, employees who work on their vacation, holidays or other paid time shall be paid straight time wages for such hours worked unless the hours exceed forty (40) in any seven (7) day work week. Vacation pay for hourly employees will be based on the normally scheduled work hours.

Section 6. Employees who are scheduled for or are on vacation but are ordered and required to report for work shall have the option of receiving time and one-half for such hours worked or the opportunity to select other vacation time subject to the approval of the department head,

provided the ordered and required work is in excess of twelve (12) working hours in any workweek.

Section 7. Employees shall be allowed to take vacation on a day to day basis up to fifty (50%) of their allotment.

Section 8. Vacation time shall be taken in increments of one (1) day.

ARTICLE 11

WORKER'S COMPENSATION

Section 1. Workers' Compensation: Employees who are unable to work because of compensable injuries and who are found eligible to receive Workers' Compensation benefits and are receiving the same, shall have their employment continued on injury leave for a period of twelve (12) months (except in cases of assault which shall be unlimited) from the date of the first absence or until they are able to return to work, whichever is the shorter period. During such injury leave, employees shall receive the difference between the monies received from Workers' Compensation and their weekly base pay for up to three (3) months and only the monies received from Workers' Compensation for up to nine (9) additional months without reduction in sick leave. If the employee is unable to return to work at the end of the twelve (12) month period, he/she shall be separated from service of the Town and shall be eligible to receive thereafter whatever Workers' Compensation benefits and/or Pension benefits to which the employee may be entitled, if any.

Section 2. If it is eventually determined that the employee is not entitled to Workers' Compensation benefits, the employee shall make the Town whole for all monies received.

Section 3. Nothing herein shall prohibit an employee from petitioning the Board of Selectmen for an extension of unpaid leave up to a maximum of six (6) months. Such application must include a written certification of a physician that the employee will be physically able to return to perform the essential functions of his/her regular job at the end of the extended leave period requested.

ARTICLE 12

LEAVE PROVISIONS

Section 1. Personal Leave Days:

After six (6) months of employment, each full-time employee may be allowed three (3) personal leave days to be used during the fiscal year. However, an employee hired between November 1 and December 31 shall not receive any initial personal leave days until July 1. Such requests are to be made in writing and approved by the respective chief or designee at least forty-eight (48) hours in advance of the day(s) so requested, except in emergency circumstances provided the chief or his designee is notified and approves the absence. Personal leave shall be taken in increments of one-half (1/2) day.

Section 2. Bereavement Leave:

- a. Leave of up to five (5) consecutive working days without loss of pay shall be granted to a full-time employee in the event of a death in his/her immediate family. "Immediate family" is defined as spouse, father or mother, son or daughter, brother or sister, grandparents or grandchildren, mother-in-law or father-in-law, or any person regularly domiciled in the employee's home.
- b. Leave of up to one (1) working day without loss of pay shall be granted to a full-time employee on the day of the funeral in the event of the death of a relative not considered to be a member of the immediate family, namely uncle or aunt, brother-in-law, sister-in-law, niece or nephew, providing the employee actually attends the funeral.

Section 3. Jury Leave:

Any employee called to jury duty shall be paid the difference between the employee's regular base rate of pay and the fee received for serving as a juror. An employee called to jury duty shall furnish the Town with a notice for service and evidence of attendance. The Town may request exclusion for any employee who has received notification of jury duty.

Section 4. Special Leave:

Special leave may be granted by the department head to an employee with five (5) or more years of service if unusual circumstances require the employee to be away from his/her work for an extended period of time. When such leave is granted, the employee's group insurance benefits may be continued by the employee at his/her own expense. An employee returning

from a special leave is not guaranteed his/her job; such reinstatement will be within sole discretion of the department head.

ARTICLE 13 **SICK LEAVE**

Section 1.

- a. Sick leave shall be considered an absence from duty with pay due to illness or injury except where traceable to employment with an employer other than the Town.
- b. Sick leave shall also be available when an employee is required to undergo medical, optical or dental treatment, but only when this cannot be accomplished on off-duty time.
- c. Sick leave shall also be available when the serious illness of a member of the employee's immediate family requires his/her personal attendance. A medical certificate will be required for leave of more than one (1) day.
- d. Sick leave may be used in one (1) hour increments as required by law.

Section 2. A medical certificate, acceptable to the department head, may be required:

- a. For frequent or habitual absences, as determined by the employer, or when in the judgment of the department head there is a reasonable cause for requiring such certificate.
- b. For any period of absence consisting of more than three (3) consecutive working days.
- c. When a member of the immediate family is critically ill or disabled.

Section 3. All regular full-time employees shall be granted time off with pay for sick leave according to the following schedule:

- a. New Employees:
 - 1. Date of Hire from January 1-June 30
After completion of six (6) months' service, ten (10) days sick leave.
 - 2. Date of Hire from July 1-October 31
After completion of six (6) months' service, five (5) days sick leave.
 - 3. Date of Hire from November 1-December 31
No sick leave until July 1st of the following year, at which time they will be granted ten (10) days sick leave.
- b. On July 1st of each successive year after completion of the schedule outlined in Section 3.a, all employees will be granted one additional day of sick leave up to a maximum of fifteen (15) additional days, with a maximum of twenty-five (25) days per year.

(Example- An employee who begins work on September 1, 2008 would receive five (5) days sick leave March 1, 2009 and then ten (10) additional days sick leave on July 1, 2009. The same employee would receive eleven (11) days sick leave on July 1, 2010.)

Section 4. All unused sick leave may be accumulated up to a maximum of one hundred forty (140) days.

Section 5. Full-time employees hired into a bargaining unit position prior to July 1, 1994 shall, upon retirement from the Town after age fifty-five (55) with at least ten (10) years of service, be paid a maximum of seventy (70) days of their accumulated sick leave. Full-time employees hired into a bargaining unit position between July 1, 1994 and June 30, 1997 shall, upon retirement from the Town after age fifty-five (55) with at least ten (10) years of service, be paid a maximum of fifty (50) days of their accumulated sick leave. Full-time employees hired into a bargaining unit position on and after July 1, 1997 shall, upon retirement from the Town after age fifty-five (55) with at least ten (10) years of service, be paid a maximum of thirty (30) days of their accumulated sick leave. Full-time employees hired into a bargaining unit position on and after October 1, 2013 shall not be paid for any accumulated sick leave upon severance from the Town for any reason.

ARTICLE 14 **GROUP HEALTH INSURANCE**

Section 1. Group Health Insurance: The Town shall provide a Group Health Insurance and Dental Insurance for all employees and eligible dependents. Coverage will be effective the first of the month following sixty (60) days from the date of hire.

The Town shall provide the Full Service Dental Plan for individual employees and eligible dependents, including additional basic benefits with the limiting age being under nineteen (19) for unmarried dependent children.

Full-Time Employees at retirement with at least ten (10) years of service at age fifty-five (55) or later may have their medical benefits continued at their expense until age sixty-five (65).

It is understood that the Town may change insurance carriers/administrators. Such change in carriers shall result in comparable benefits to those enjoyed under the policy/policies being replaced.

Employees will make cost sharing payments via payroll deduction for the plan chosen with pre-tax dollars as long as that option is available under law.

Once chosen the employee may only change plans during the yearly open-enrollment period, or in accordance with qualifying events, consistent with IRS Section 125.

Section 2: PPO Plan

The PPO Plan shall continue to be offered as an option through June 30, 2021.

Effective July 1, 2018, Employees who choose the PPO Plan shall contribute, through payroll deductions, eighteen percent (18%) of the HSA plan's allocation rates, plus the difference in allocation rates between the PPO and HSA plans, offset by the Town's proposed deposit amount into the HSA plan. Effective July 1, 2019, Employees who choose the PPO Plan shall contribute, through payroll deductions, nineteen percent (19%) of the HSA plan's allocation rates, plus the difference in allocation rates between the PPO and HSA plans, offset by the Town's proposed deposit amount into the HSA plan. Effective July 1, 2020, Employees who choose the PPO Plan shall contribute, through payroll deductions, twenty percent (20%) of the HSA plan's allocation rates, plus the difference in allocation rates between the PPO and HSA plans, offset by the Town's proposed deposit amount into the HSA plan. Chosen tier of coverage (employee, employee+1, or family) by the employee will dictate the allocation rate. Chosen tier of coverage (employee, employee +1, or family) will dictate the dollar value of the HSA deductible to be deposited into the employee's bank account.

Example: In year one (HSA allocation rate X 18%) + (PPO allocation rate – HSA allocation rate) – (60% X HSA deductible)

Effective July 1, 2018, Employees will pay eighteen percent (18%) of the Dental Premium as a cost sharing contribution for enrollment in the Dental Plan. Effective July 1, 2019, Employees will pay nineteen percent (19%) of the Dental Premium as a cost sharing contribution for enrollment in the Dental Plan. Effective July 1, 2020, Employees will pay twenty percent (20%) of the Dental Premium as a cost sharing contribution for enrollment in the Dental Plan.

Section 3: High Deductible/Health Savings Account (HSA) Plan

Effective July 1, 2018 through June 30, 2021, in accordance with the provisions set forth below the core health plan will be a High Deductible/Health Savings Account (HSA) Plan.

Effective July 1, 2018 employees who choose the HSA plan shall contribute, eighteen percent (18%) premium cost sharing through payroll deductions. Effective July 1, 2019 employees shall contribute nineteen percent (19%) premium cost sharing through payroll deductions. Effective July 1, 2020, employees shall contribute twenty percent (20%) premium cost sharing through payroll deductions.

The HSA plan will include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	N/A	\$3,000/\$6,000
Cost Share Maximum (individual/aggregate family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense, subject to post-deductible drug co-payments as set forth below.	

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$5/15/30 (retail), and at two times co-payment for mail order.

For each eligible Employee, the Town will fund sixty percent (60%) of the applicable deductible amount for the period July 1, 2018 – June 30, 2019; fifty percent (50%) for the period July 1, 2019 – June 30, 2020; and fifty percent (50%) for the period July 1, 2021 – June 30, 2021.

For the July 1, 2018 through June 30, 2019 contract year, the Town shall deposit its portion of the contribution toward the HSA plan deductible into the HSA accounts in a lump sum in July, 2018. In each subsequent year the Town shall deposit half of its portion of the contribution on July 1 and half on January 1. The Town's contribution toward the funding of the deductible shall not be deemed an element of the underlying insurance plan. Rather, the Town's contribution

toward the funding of the deductible shall relate solely to the manner in which the deductible shall be funded for active Employees. The Town shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

Section 4: Voluntary Waiver:

Employees who are eligible for health insurance coverage under this section may voluntarily elect to waive such coverage provided that such waiver does not conflict with the rules, regulations and requirements of the appropriate insurance carrier(s).

In order to exercise this waiver option, employees must apply in writing to the Human Resources Office. All waiver applications must be accompanied by a signed waiver of coverage document acceptable to the Town, with proof of insurance provided. Said waiver is only payable if the employee is included as one of the individuals waiving coverage and shall remain in effect until revoked as provided below.

Employees electing such waiver and hired prior to September 1, 2005 shall be paid, effective July 1, 2018, \$500 per month for waiving single coverage, \$1,000 per month for waiving two-person coverage, and \$1,300.00 per month for waiving family coverage. Effective July 1, 2019, the amounts shall be \$450 single, \$950 two-person, and \$1,250 family. Effective July 1, 2020, the amounts shall be \$400 single, \$900 two-person, and \$1,200 family. There shall be no waiver payment for only waiving Dental Coverage.

Employees electing such waiver and hired on or after September 1, 2005 but prior to October 1, 2013 shall be paid effective July 1, 2018, \$250 per month for waiving single coverage, \$500 per month for waiving two-person coverage, and \$650.00 per month for waiving family coverage. Effective July 1, 2019, the amounts shall be \$225 single, \$475 two-person, and \$625 family. Effective July 1, 2020, the amounts shall be \$200 single, \$450 two-person, and \$600 family. There shall be no waiver payment for only waiving Dental Coverage.

Employees hired on or after October 1, 2014 electing such waiver shall receive a monthly payment from the Town in the amount of \$200.00. There shall be no waiver payment for only waiving Dental Coverage.

Any Employee who would otherwise be eligible for Group Health Insurance through another employee or retiree of the Town of Guilford will be ineligible to receive any payment through the health waiver process.

Any Full-Time Employee who obtained a voluntary waiver of health insurance coverage pursuant of this section may revoke this waiver at any time by serving written revocation notice to the Human Resources Department. Upon receipt of such revocation notice, the Human Resources Department will notify the appropriate insurance carrier(s) of the reinstatement request and take steps to have the coverage(s) reinstated. All such reinstatements shall be subject to all requirements of the applicable carrier(s) including, but not limited to, any mandatory waiting periods.

ARTICLE 15 **LIFE INSURANCE**

Section 1. After the first of the month following sixty (60) calendar days of service, employees are covered in the amount of \$75,000 for Term Life Insurance with double indemnity for Accidental Death and Dismemberment. Such insurance will be reduced by 35% at age seventy (70) and reduced by 50% at age seventy-five (75).

ARTICLE 16 **RETIREMENT PLANS**

Section 1. Defined Benefit Pension Plan: Any employee who was as of October 1, 2013 covered by and participating in the Town of Guilford Employees' Pension Plan (Pension Plan) as amended from time to time by the Board of Selectmen, shall be entitled to such coverage as provided by the terms of the Pension Plan for the duration of the Agreement, with the following amendments that will be made to the Pension Plan:

- a. Effective beginning with the payroll period following the 2014 signing of the contract, employees will be vested in the Pension Plan after five (5) years of Credited Service.
- b. Effective for terminations of employment on and after the 2014 signing of the contract, only employees who have completed ten (10) years of Credited Service and are sixty (60) years of age or older shall be entitled to an actuarially reduced early retirement benefit.,

- c. Effective for retirements or terminations of employment on and after the 2014 signing of the contract, employees shall not be eligible to elect to receive a pension benefit in the form of a lump sum payment as described in the Pension Plan.
- d. Subject to the totality of the terms of the Pension Plan, the retirement benefit of any bargaining unit employee who is a Participant in the Defined Benefit Pension Plan and who retires prior to July 1, 2018 shall be calculated using a two percent (2.00%) multiplier. Any such employee retiring on and after July 1, 2018 shall, also subject to the terms of the Plan, have a retirement benefit calculated using a two and one-quarter percent (2.25%) multiplier, in exchange for increased employee contributions as set forth in subsections e., f., and g. below. (The terms of any Pension Plan Amendment adopted by the Board of Selectmen shall prevail over this summary description of the increased multiplier.)
- e. Effective July 1, 2015, employees will continue to contribute three percent (3.00%) of their straight time earnings to the Pension Plan.
- f. Effective and retroactive to July 1, 2016, employees shall contribute five percent (5.00%) of their straight time earnings to the Pension Plan.
- g. Effective July 1, 2017, employees shall contribute six percent (6.00%) of their straight time earnings to the Pension Plan.

Section 2. Defined Contribution Plan: Employees hired by the Town of Guilford on or after October 1, 2013, shall not be covered by or allowed to become Participants in the Town of Guilford Employees' Pension Plan. Rather, those hired or transferred into a full-time position on and after October 1, 2013, will be enrolled in a Defined Contribution Plan as approved and amended from time to time by the Board of Selectmen. An exception to the foregoing shall be as follows: if the Town of Guilford transfers a then-current Guilford employee to a full-time position on or after October 1, 2013, and the employee is on the last workday prior to the effective date of the transfer a Participant in the Town of Guilford Employees' Pension Plan, that employee shall be allowed to continue participation in the Defined Benefit Pension Plan according to its terms as amended from time to time, in lieu of coverage under the Defined Contribution Plan.

The initial Defined Contribution Plan will follow these guidelines:

- a. Employees beginning employment with the Town on or after October 1, 2013 will have three percent (3%) of their base salary deducted from each pay period for a minimum contribution to a Defined Contribution Plan.
- b. Participants may contribute additional amounts in full percentage values up to a total of eight percent (8%) of their base salary each pay period.
- c. The Town will match the participant's contributions, beginning with the minimum contribution of three percent (3%) and up to the maximum contribution of eight percent (8%).
- d. Employee contributions are vested immediately.
- e. Town contributions are vested under the following schedule:

up to one (1) year continuous service:	0%
one (1) year continuous service:	20%
two (2) years continuous service:	40%
three (3) years continuous service:	60%
four (4) years continuous service:	80%
five (5) years continuous service:	100%

Section 3. **Plan Language Prevails:** Sections 1 and 2 above contain summaries of expected plan provisions. The final amended language of the Defined Benefit Pension Plan and the final language of the Defined Contribution Plan shall incorporate the basic benefits described in the summary language contained in this Article.

ARTICLE 17

GENERAL PROVISIONS

Section 1. If any article or Section of this Agreement is declared invalid said invalidity shall not affect the balance of this Agreement.

Section 2. There shall be no alteration, variation or modification or amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties.

Section 3. Whenever the term "department head" is used in the Agreement it shall refer to the Fire Chief or his/her designee for those dispatchers assigned to the Communications Department and to the Chief of Police or his/her designee for those dispatchers assigned to the

Police Department. There shall be a lead man serving as first line working supervisor, in the Communications Service. The lead man shall be a member of the union, but shall perform such supervisory duties as are assigned by the Town in its sole discretion.

Section 4. Each department head shall have the authority to assign non-bargaining unit personnel to perform bargaining unit work, except where it conflicts with other provisions of this Agreement.

Section 5. All dispatchers assigned to the Police Department shall be subject to all Police rules, regulations, and policies; however, all terminations or disciplinary actions shall be conducted in accordance with this Agreement.

Section 6. Each Police Department dispatcher shall be entitled to an annual clothing allowance in the amount of four hundred twenty-five dollars (\$425) for Fiscal Year 2018-2019; four hundred fifty dollars (\$450) for Fiscal Year 2019-2020; and four hundred seventy-five dollars (\$475) for Fiscal Year 2020-2021. . Such clothing allowance is to be used for the purchase of items and the maintenance of uniforms for the performance of the employee's duties.

Such clothing allowance for Police Department dispatchers shall be paid directly to the employee during the month of July of each fiscal year. The employee is responsible for ensuring that their uniforms and equipment are maintained according to the requirements set forth in the Guilford Police Department Duty Manual, sections 14-01 and 14-02.

Section 7. All present Communication dispatchers and future Communication dispatchers shall be required to attend state sponsored EMT classes within twelve (12) months of the execution of this contract or within twelve (12) months of their hire date, whichever is first, as a condition of employment. Exceptions may be made upon written request by the Fire Chief.

Section 8. In the event that there is a consolidation of the Fire EMS Dispatch Center and the Police Dispatch Center, the Town will make a reasonable effort to provide training to persons who are full-time bargaining unit employees at the time of consolidation. The purpose of this training shall be to enable such employees to qualify for the positions and obtain such certifications as may be required to fill the positions. The Town shall determine in its discretion the number and requirements of such positions and the qualifications needed to fill them.

ARTICLE 18

DURATION

Section 1. The parties agree that the above sections constitute the full and complete agreement between them and supersede all prior understandings, practices, procedures, and policies for the employees covered by this Agreement, whether written or oral.

Section 2. The provisions of this Agreement and the attached salary schedule shall be effective as of July 1, 2018 and shall remain in full force and effect until June 30, 2021.

Effective July 1, 2018 through June 30, 2019, the general wage increase for dispatchers in the Communications and Police Departments shall be two and one-half percent (2.50%).

Effective July 1, 2019 through June 30, 2020, the general wage increase for dispatchers in the Communications and Police Departments shall be two and three-quarters percent (2.75%).

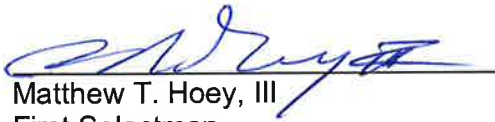
Effective July 1, 2020 through June 30, 2021, the general wage increase for dispatchers in the Communications and Police Departments shall be two and three-quarters percent (2.75%).


Section 3. Retroactivity: There shall be no retroactivity and any changes in the contract contained in the Successor Agreement shall be effective beginning with the payroll period following the Board of Selectmen approval and signing of the contract, unless otherwise provided as to specific items. Retroactivity shall be paid only to employees who remain in the employ of the Town as of the date of the Board of Selectmen approval and signing of the contract.

Section 4. Each party agrees that with respect to the terms applicable to all bargaining unit personnel they have bargained over all mandatory subjects of bargaining and neither party shall be required to bargain over any subject matter of any kind during the life of this Agreement unless having agreed to do so in writing.

Entered into at Guilford, Connecticut as of this 28th day of June 2018.

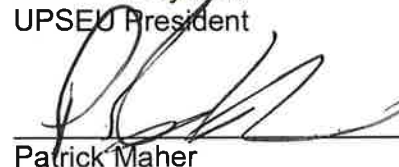
For the Town of Guilford


Matthew T. Hoey, III
First Selectman


Christopher M. Hodgson
Town Counsel

For the United Public Service
Employees Union


Kevin E. Boyle, Jr.
UPSEU President


Patrick Maher
Union President

APPENDIX A

Guilford Dispatcher Wages-UPSEU

FISCAL YEAR	Effective July 1, 2018	Effective July 1, 2019	Effective July 1, 2020
INCREASE	2.50%	2.75%	2.75%
PROBATIONARY	\$ 18.38	\$ 18.89	\$ 19.41
GRADE C	\$ 20.24	\$ 20.80	\$ 21.37
GRADE B	\$ 22.29	\$ 22.90	\$ 23.53
GRADE A	\$ 24.56	\$ 25.24	\$ 25.93

The Union Lead Person will receive an additional \$1.75 per hour in addition to their wage level.

The probationary wage shall be applicable to a dispatcher employee for a period of six (6) calendar months from the first regular duty assignment after appointment as a probationary employee. The probationary dispatcher employee will advance in wage rate to Grade C wage rate for the next succeeding period of twelve (12) calendar months so long as that dispatcher employee receives a satisfactory performance evaluation as determined by his/her department head. The dispatcher employee will proceed to Grade B wage rate for the next succeeding period of twelve (12) calendar months from Grade C wage rate. The dispatcher employee will advance to Grade A wage rate thereafter.

At its discretion the Town may assign lateral or new hires to a higher grade.

Paying a probationary employee at a higher grade shall not waive the probationary period required by Article VII, Section 3 of this Agreement.

NOTE: Wages shall be increased retroactively only for bargaining unit employees on payroll on the date of signing.