

**THE
TOWN OF GUILFORD**

AND

**THE
GUILFORD SUPERVISORS ASSOCIATION**

AGREEMENT

JULY 1, 2017 TO JUNE 30, 2020

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AGREEMENT

THIS AGREEMENT, is made and entered into between the Town of Guilford, a municipal corporation located in the County of New Haven and the State of Connecticut, acting herein through the Board of Selectmen (hereinafter referred to as the "Town") and Guilford Supervisors Association (hereinafter referred to as the "GSA").

ARTICLE 1 RECOGNITION

Section 1.1 Recognition. The Town hereby recognizes the GSA as the sole and exclusive representative of a bargaining unit consisting of specified Full-Time Supervisors of the Town of Guilford, as more specifically listed by title in Exhibit A of this Agreement. Excluded from such unit are all those employed by the Guilford Board of Education; all employees of the police and fire departments; and all other employees of the Town, including but not limited to all of the elected officials, administrative officials and board and commission members, all confidential employees, and all other supervisors and department heads as defined in the Municipal Employees Relations Act.

Coincident with entering into this Recognition Agreement, the parties have agreed on a list of job titles constituting Exhibit A of this Agreement. Should the parties disagree in the future as to additions to, deletions from, or modifications of the list of job titles to be included in the unit, each party shall be free to seek resolution of the question by the Connecticut State Board of Labor Relations in accordance with the law.

Section 1.2 Probationary Period. A working test period of up to one hundred eighty (180) full calendar days during which time an employee is required to demonstrate ability to meet acceptable standards of performance.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1 Management Rights. 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, regulation, agreement 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 and job descriptions; exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its legal responsibilities.

Section 2.2 Subcontracting. It shall be the policy of the Town that work which can be properly, safely and economically performed by bargaining unit 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 GSA an explanation of the work to be subcontracted and an opportunity to bargain over the effects of the decision to subcontract.

ARTICLE 3 LIFE INSURANCE

Section 3.1 Employee Life Insurance. Effective on the first of the month following sixty (60) days of continuous employment, employees are covered in the amount of \$100,000 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).

Section 3.2 Retirement Life Insurance. Upon retirement with ten (10) years of service and age sixty (60), the GSA member's life insurance will continue at the Town's expense for five (5) additional years at which time it will cease.

ARTICLE 4 MEDICAL INSURANCE

Section 4.1 Group Health Insurance (Medical and Dental). The Town shall provide medical insurance for all employees and eligible dependents with the limiting age in accordance with the state and federal laws. Coverage will be effective the first of the month following sixty (60) days of continuous employment.

The Town shall provide the Full Service Dental Plan for individual employees and eligible dependents, including additional basic benefits with the limiting age for dependents being nineteen (19) years of age. Effective July 1, 2018, Employees will pay 20% of the dental premium as a cost sharing contribution for enrollment in the dental plan.

It is understood that the Town may change insurance carriers/administrators. Such change in carriers shall result in substantially equivalent benefits to those enjoyed under the prior insurance policies.

A summary of benefits of such insurance shall be available to each employee.

If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 49801, any other local, state or federal statute or regulation, The Town of Guilford reserves the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds. Eligible employees will be given the option to enroll in the lower cost coverage option(s). If the employee chooses to enroll themselves or their eligible family members in a coverage option or options that triggers an excise tax, 100% of any such excise tax will be borne solely by the employee.

Employee cost sharing will be as follows, based on the choice of the employee. Once chosen the employee may only change plans during the yearly open-enrollment period.

a. PPO-1

Effective July 1, 2017 to June 30, 2018 employees who choose PPO-1 shall contribute, through payroll deductions, seventeen percent (17%) premium sharing. (including dental).

Effective July 1, 2018 the PPO-1 will no longer be offered to the GSA.

b. PPO-20

Effective July 1, 2017 to June 30, 2018 employees who choose the PPO-20 plan shall contribute, through payroll deductions, twenty percent (20%) premium sharing (including dental).

c. High Deductible/HSA

Effective July 1, 2018 through June 30, 2020, in accordance with the provisions set forth below the core health plan will be a High Deductible/Health Savings Account health insurance plan ("HSA Plan")

Effective July 1, 2018, the HSA Plan shall be the core insurance plan. For any employee who remains enrolled in the PPO 20 plan during the 2018-2019 and/or 2019-2020 contract year, the Town will pay the same total dollar amount toward the premium cost for the PPO 20 plan as the Town pays toward the premium cost for the HSA Plan for an employee enrolled at the same coverage level (individual, two-person or family). The employee shall pay 100% of the difference between the Town's total dollar premium contribution and the total premium cost for the PPO 20 plan, as applicable.

Effective July 1, 2018 to June 30, 2019 employees who choose the HSA Plan shall contribute, through payroll deductions, twenty percent (20%) premium sharing.

Effective July 1, 2019 to June 30, 2020 employees who choose the HSA Plan shall contribute, through payroll deductions, twenty percent (20%) premium sharing.

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.

Effective July 1, 2018, for each eligible Employee enrolled in the HSA Plan, the Town will fund seventy percent (70%) of the applicable deductible amount. 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 single installment, on or about July 1, 2018.

Effective July 1, 2019, for each eligible Employee enrolled in the H.S.A. Plan, the Town will fund fifty percent (50%) of the applicable deductible amount. For the July 1, 2019 through June 30, 2020 contract year, the Town shall deposit its portion of the contribution toward the HSA Plan deductible into the HSA accounts in two equal installments, on or about July 1, 2019 and on or about January 1, 2020.

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 actively employed Supervisors. The Town shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

Section 4.2 Medical Waiver. Members of the GSA who are eligible for health insurance coverage under this section may voluntarily elect to waive such coverage, in whole or in part, provided that such waiver does not conflict with the rules, regulations and requirements of the appropriate insurance carrier(s).

Employees electing such waiver shall have their payments frozen at \$350.00 per month for waiving single coverage, \$800.00 per month for waiving two person coverage, and \$1000.00 per month for waiving family coverage. All employees hired full time on or after July 1, 2011 electing such waiver shall receive payment from the Town in the amount of \$200 per month. There shall be no waiver payment for only waiving Dental Coverage.

In order to exercise this waiver option, employees must apply in writing to the Human Resources Department no later than May 30th in any year covered by this Agreement with such waiver to be effective the following July 1st. All waiver applications must be completely voluntary on the part of the employee and must be accompanied by a signed waiver of coverage document acceptable to the Town and proof of insurance elsewhere. Employees whose waiver applications are acceptable to the Town shall receive monthly payments from the Town.

Any 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 notices upon the Human Resource Department. Upon receipt of such revocation notice, the Human Resource 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.

Any employee who is covered for Group Health Insurance through another employee of the Town of Guilford or the Guilford Board of Education will be ineligible to receive a medical waiver payment.

Section 4.3 Retirement Medical Coverage.

- a. All employees at retirement with at least ten (10) years of service at age sixty (60) or later may have their medical benefits continued at their expense until age sixty-five (65).
- b. Employees hired prior to 7/1/2007 who retire prior to July 1, 2012 with twenty-five (25) or more years of service, may request to enroll in the Town's "Over 65" supplemental plan after the employee enrolls in Medicare Part A and Medicare Part B. The Town will pay thirty percent (30%) of the cost of "Over 65" supplemental insurance for the employee only. The "Over 65" Plan will be what the Town is offering at the time the employee retires and is subject to change thereafter.
- c. Employees hired prior to 7/1/2007 who retire on or after July 1, 2012 with twenty-five (25) or more years of service, may request to enroll in the Town's "Over 65" supplemental plan after the employee enrolls in Medicare Part A and Medicare Part B. The Town will pay forty percent (40%) of the cost of "Over 65" supplemental insurance for the employee only. The "Over 65" Plan will be what the Town is offering at the time the employee retires and is subject to change thereafter.

- d. Employees hired prior to 7/1/2008 who retire on or after July 1, 2012 with twenty-five (25) or more years of service, may request to enroll in the Town's "Over 65" supplemental plan after the employee enrolls in Medicare Part A and Medicare Part B. The Town will pay fifty percent (50%) of the cost of "Over 65" supplemental insurance for the employee and spouse. The "Over 65" Plan will be what the Town is offering at the time the employee retires and is subject to change thereafter.

ARTICLE 5 HOLIDAYS

Section 5.1 Recognized Holidays. The following holidays shall be granted with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

Section 5.2 Holiday Falling on Weekend. If any of the above listed holidays fall on Sunday, the following Monday shall be considered the holiday; if on Saturday, the preceding Friday will be considered the holiday.

Section 5.3 Work on Holidays. Employees who perform work on holidays shall be entitled to comparable time off on another day within the next two (2) weeks or will be forfeited.

ARTICLE 6 VACATION

Section 6.1 Vacation Period. All employees shall earn annual Vacation at their current rate of pay based upon length of service as of July 1st of each year. All vacation time shall be taken in a Fiscal Year (July 1-June 30) except that up to five (5) vacation days may be carried over to the following September 30th.

<u>Date of Employment</u>	<u>Vacation Period</u>
January 1 to June 30	After completion of six (6) months service, two (2) weeks in the Fiscal Year
July 1 to October 31	After completion of six (6) months service, one (1) week in the Fiscal Year
November 1 to December 31	No vacation in the Fiscal Year

<u>After Completion of:</u>	<u>Vacation Period</u>
5 years service	3 weeks vacation
10 years service	4 weeks vacation
20 years service	5 weeks vacation

At termination, any unused accrued vacation will be paid.

Section 6.2 Holiday Celebrated During Vacation. Observed holidays shall not be considered as part of vacation time.

Section 6.3 Sickness While On Vacation. An employee who becomes ill while on vacation may not charge such illness to sick leave unless confirmed by a medical certificate in writing to the First Selectman from a practicing physician.

ARTICLE 7 SICK LEAVE

Section 7.1 Sick Leave Schedule. All 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. Current Employees:

On July 1st of each successive year after completion of the schedule outlined in Section 7.1.a., all employees will be granted one (1) additional day of sick leave up to a maximum of fifteen (15) additional days, with a maximum total of twenty-five (25) days per year.
(Example- An employee who begins work on September 1, 2011 would receive five (5) days sick leave March 1, 2012 and then ten (10) additional days sick leave on July 1, 2012. The same employee would receive eleven (11) days sick leave on July 1, 2013.)

Section 7.2 Sick Leave Approval. Sick leave is to be used only with the approval of the First Selectman and only for personal illness, quarantine, or personal injury. Employees may use sick leave to attend doctor's appointments and for medical procedures which cannot be scheduled outside normal working hours.

Section 7.3 Family Sick Leave. Up to three (3) days sick leave may be granted for each initial occurrence of illness in the immediate family, defined for these purposes as spouse, domestic partner, child, mother or father.

Section 7.4 Doctor's Certificate. If an employee is out ill or injured for five (5) consecutive calendar days or if absent again after only one (1) day return to work, he or she must submit a doctor's certificate stating the nature of the illness or injury and the expected duration. Failure to provide such certificate shall be sufficient to deny payment for such leave.

Section 7.5 Maximum Accumulation. All unused sick leave may be accumulated up to a maximum of one hundred forty (140) days.

Section 7.6 Short Term Disability. Short Term Disability shall consist of 66 2/3% of salary with a maximum of \$100.00 per day with benefits commencing after all accrued sick leave, vacation leave, and personal leave is expended. The accrued benefit is payable for a maximum of sixty-five (65) working days. In order to receive Short Term Disability payments, the employee must:

- a. Be employed by the Town of Guilford full-time for three (3) months;
- b. Be under the care of a doctor during the entire period of disability; and
- c. Complete and submit a signed Family and Medical Leave Act (FMLA) Form WH-380-E to the Human Resources Office. This form is to be used to determine eligibility for Short Term Disability benefits even if the employee is not eligible for FMLA at the time.

LIMITATIONS

- a. If disabled twice by the same cause, and these periods of disability are separated by less than three (3) weeks of work, the employee would be eligible for one Maximum Period of benefits. If these periods of disability are separated by three (3) weeks or more of work, the employee would be eligible for a Maximum Period of benefit for each period of disability.
- b. This benefit does not cover disability caused by war or any act of war, or occupational injury or illness for which the employee is entitled to Workers' Compensation.
- c. If a paid holiday falls during an approved short-term disability period, such holiday time will also be subject to the same 66 2/3% of salary limitation.

Section 7.7 Retirement Sick Leave. Cumulative sick leave up to seventy (70) days shall be paid at retirement for employees hired on or prior to July 1, 1992 with at least ten (10) years of service and age sixty (60) or older. Cumulative sick leave up to seventy (70) days shall be paid at retirement for employees hired on or prior to July 1, 1992 with at least twenty (20) years of service and age fifty-five (55) or older. Employees who were hired after July 1, 1992 will receive no payment for unused sick leave upon retirement.

ARTICLE 8 PERSONAL TIME

Section 8.1 Personal Time Allotment. An employee, after successful completion of the probationary period, will be allowed five (5) personal leave days with pay each fiscal year. Such time off will be limited to not less than one-half day at a time and shall not be accumulated from year to year. However, at termination, any unused personal time up to five (5) days will be paid.

Section 8.2 Personal Time Approval. An employee is required to make a request in writing to the First Selectman in advance, except in the case of an emergency or special circumstance, a verbal request to the First Selectman will suffice.

ARTICLE 9 OTHER LEAVES OF ABSENCE

Section 9.1 Leave of Absence Without Pay. The First Selectman may grant a Leave of Absence without pay for personal reasons for periods beyond those allowable with pay. Leave of Absence without pay shall not be granted for more than twelve (12) months except for military leave. During such Leave of Absence, the employee must pay the Town their cost sharing amount per Article 4 in order to continue Group Health Insurance. No medical waiver will be paid to an employee who is on a Leave of Absence without pay.

Upon expiration of a regularly approved leave without pay, the employee shall be reinstated to the position held at the time leave was granted, without loss of seniority, status, or benefits. Failure on the part of an employee on leave to report promptly at its expiration may be cause of dismissal.

Section 9.2 Employee Request. A regular employee requesting a leave of absence must state in writing the reasons for such request and the time required. Such request must be approved by the First Selectman prior to taking the leave. Failure to return to work after the expiration date or failure to request an extension renewal in advance will be deemed sufficient reason for terminating employment.

Section 9.3 Civil Leave. An employee shall be granted leaves of absence, designated as civil leave, for jury or other civic duty requiring the appearance before a court or other public body. Such leave shall only be during that part of the day that appearance is required. Such employees shall receive their regular salary. Fees received from Court must be turned in to the Town.

Section 9.4. Funeral Leave. Full-time regular employees shall be granted a leave of absence with pay for a period of up to five (5) working days when a death has occurred in their immediate family (mother, father, brother, sister, spouse, domestic partner, child, grandparents, grandchild, father in-law or mother in-law) upon request to the First Selectman for attendance at the memorial service or funeral and for a period of bereavement. This time may be extended by the First Selectman in exceptional cases. One (1) day with pay will be granted for death of any other relative or close friend, providing the employee attends the memorial service or funeral.

Section 9.5 Maternity Leave. The employee is responsible for notifying Human Resources Department and the First Selectman in advance of intent to request maternity leave. The request shall include approximate dates and anticipated duration, to allow time to prepare for staffing adjustments.

The purpose of the following guidelines is to provide fair and equitable administration and reasonable leave of absence for temporary disability resulting from pregnancy.

- a. A personal physician's statement concerning the anticipated date and a certification of the employee's ability to perform her full duties during pregnancy is required.
- b. Disagreements between the Town's physician and the employee's personal physician may be settled by an independent third party physician, chosen by the Town.
- c. Human Resources may require monthly physician's statements regarding the advisability and capability of the employee to continue work.
- d. An employee may return with full seniority if she has contacted management. She must keep the Town informed of her desire to work. If the employee cannot return to work within ninety calendar days, she must furnish proof of continuing temporary disability to extend beyond the maximum time limit. Reemployment will be provided for the same or an equivalent position except where business necessity makes this impractical.
- e. Employees may use all accumulated sick leave pay during a maternity absence. Employees without accrued sick leave may keep their Group Health Insurance in effect by paying their applicable cost sharing per Article 4 directly to the Town during the period of the leave of absence.
- f. The Town should provide gainful employment and make use of employee's skills for as long as the employee is incapacitated.

Section 46a-60 of the Connecticut General Statutes makes it unlawful to: (1) terminate an employee because of pregnancy, (2) refuse a reasonable leave of absence for disability resulting from pregnancy, or (3) to deny to said employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by said employer. The law also requires reinstatement to the original or an equivalent job with full seniority and benefits upon signifying her intent to return.

The Employee is responsible for completing and submitting a signed Family and Medical Leave Act (FMLA) Form WH-380-E to the Human Resources Office. This form is to be used to determine eligibility for Maternity Leave even if the employee is not eligible for FMLA at the time.

At the conclusion of maternity leave, an employee may return to work upon furnishing a doctor's statement certifying the employee's ability to return to work. The employee will be reinstated to her original position or an equivalent job with full seniority and benefits upon signifying her intent to return.

Additionally an employee wishing part-time work upon her return from maternity leave may be allowed temporary part-time work under the following conditions:

- a. Part-time work must be available in the Department
- b. It does not place unreasonable stress upon the Department or its employees;
- c. It does not incur unreasonable costs to the Town;
- d. It must be fully approved by the First Selectman.
- e. It must be for no more than a combined total for both leave and part-time employment of sixteen (16) consecutive weeks;
- f. It must be agreed that at the end of the part-time employment the employee will return to full-time work
- g. Benefits during the part-time period will be based on actual hours worked and the employee may be required to pay for continuation of benefits until her return to full-time employment.

Section 9.6 Military Leave. Employees of the Town who are members of a Reserve Unit of the Army, Navy, Marines Corps, Coast Guard or Air Force of the United States or Connecticut shall be entitled to absent themselves from their duties while engaged in required field training in such a unit. No such employee shall be subjected to any loss or reduction of seniority, vacation or holiday privileges. While engaged in such training, the Town shall pay the difference between the employee's compensation for military activities and his/her regular compensation, up to a maximum of ten (10) working days per fiscal year.

The following shall apply in accordance with §7-462 of the Connecticut General Statutes. Any employee who leaves the service of the Town for the purpose of entering the armed forces of the United States shall be reinstated in his/her former position and duties, provided he/she makes application for return to such service within ninety (90) days after he/she has received a certificate of satisfactory service from the armed forces. The First Selectman shall certify in writing that such employee is able and qualified to perform the work required and that there is work available. In considering the factor of availability of work, the Town shall replace by the returning employee any employee, with less service, who was employed for the purpose of filling the position vacated by such returning employee. Any employee returning to the service of the Town shall be credited with the period of such service in the armed forces to the same extent as though it had been part of the term of service to the Town.

This Section shall not apply to any employee of the Town for a period of more than three (3) years in addition to war service or compulsory service and the ninety (90) days period hereinbefore provided for.

Section 9.7 Injury Leave. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of his/her duties within the meaning of the Connecticut Workers' Compensation laws. Employees of the Town of Guilford are covered by Workers' Compensation insurance and are paid stated amounts due to injuries sustained on the job. Injuries must be reported immediately to the supervisor or department head and proper forms completed to qualify for insurance coverage which is regulated by the State.

Section 9.8 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 Worker's 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.

ARTICLE 10 DISCIPLINARY ACTIONS

Section 10.1 Types of Disciplinary Action. The type of disciplinary action taken will vary with the severity of the situation in accordance with the following graduated discipline measures: oral and/or written reprimand, suspension, discharge. Discharge of the employee may be necessary if, after remedial and/or disciplinary measures have been tried, an employees' performance, conduct or other satisfactory behavior does not improve. Certain offenses may occur which are of such seriousness that withholding of increment, suspension or immediate dismissal of an employee may be necessary. Notwithstanding the foregoing, no employee shall be disciplined, including discharged, except for just cause.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 11.1 Grievance Defined. A Grievance for the purposes of this procedure shall mean a dispute concerning the interpretation and/or application of any of the specific provisions of this bargaining agreement, except for a dispute concerning the termination of an Administrative Officer of the Town of Guilford as set forth in Section 11.5 of this Article below. A Grievance may be filed by an individual employee or the GSA, both referred to as the "Grievant".

Section 11.2 Grievance Procedure.

Step One. Within twenty (20) calendar days from the date the Grievant knew, or in the exercise of reasonable diligence should have known, of the event or facts giving rise to the Grievance, the Grievant shall present the Grievance in writing to the First Selectman. The Grievance must set forth a brief description of the claim (on which the Grievance is based) and specify the Article and Section of this Agreement allegedly violated. Within twenty (20) calendar days of the receipt of the Grievance, the First Selectman shall convene a meeting to review the nature of the facts of the Grievance. He/she shall call the employee, his/her GSA representative(s), the Director of Human Resources, or any person involved in the Grievance to attend such meeting. Within twenty (20) calendar days following such meeting, the First Selectman shall render a decision in writing to all concerned.

Step Two. In the event that the Grievant is not satisfied with the decision at Step One, and wishes to proceed further, the GSA must file a Demand for Arbitration with the American Arbitration Association within fifteen (15) calendar days of the Step One reply, for processing of the Grievance in accordance with the AAA Voluntary Rules for Labor Arbitration. The Demand for Arbitration must be made in writing by certified mail, return receipt requested, with a copy to the First Selectman postmarked within the fifteen (15) calendar days immediately following the Grievant's receipt of the First Selectman's response at Step One. Nothing herein shall preclude the parties from mutually agreeing to select the Connecticut State Board of Mediation and Arbitration or an arbitrator of recognized competence independent of AAA. The Arbitration shall be conducted in accordance with the applicable rules of the chosen tribunal and the decision shall be final and binding upon the parties. 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 the Agreement. The Arbitrator shall not have the power to add to, modify, or subtract from the Agreement. Arbitration filing fees and expenses shall be shared equally by the parties. Each party shall be responsible for the cost of presenting its respective case.

Section 11.3 Time Limits. The time limits specified herein are of the essence and may only be extended by mutual agreement of the Town and the GSA. Failure by the Grievant to process a Grievance within the time limits provided herein shall be deemed a waiver of such Grievance, and the Grievance shall be considered resolved in accordance with the position of the Town. Failure by the Town representatives to issue a decision within the time limit required at Step One, shall enable the Grievant or the GSA to process the Grievance to Arbitration at Step Two within the fifteen (15) calendar days following the due date of the Step One decision.

Section 11.4 GSA Grievance. The GSA may file a Grievance on its own initiative only if the alleged facts on which the Grievance is based directly affect employees in different departments or the bargaining unit as a whole, such as, for example, a claim that the Town failed to observe a holiday recognized by this Agreement. Grievances filed by the GSA must be filed at Step One directly with the First Selectman and in all respects must comply with the provisions of this Agreement.

Section 11.5 Termination. This Grievance Procedure and the accompanying Arbitration process shall not be available for the purpose of challenging the termination of a bargaining unit employee who is an Administrative Officer of the Town of Guilford and is prior to removal for cause afforded the opportunity for a termination hearing by the Guilford Charter, State Statute, or for any other reason. However, any bargaining unit employee who had no such right and was not afforded such right, shall have the right within fifteen (15) calendar days immediately following the issuance of any termination decision to proceed directly to binding arbitration before the American Arbitration Association in accordance with Step Two above without first resorting to the filing of a Grievance with the First Selectman under Step One of the Grievance Procedure. The sole issues in any such Arbitration would be whether the Town terminated the employee for cause, and what remedy, if any, should result from that determination.

ARTICLE 12 GENERAL SAVINGS CLAUSE

Section 12.1 Savings Clause. If any provision of this Agreement is adjudicated invalid by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

ARTICLE 13 DISCRIMINATION AND COERCION

Section 13.1 Discrimination. The policy of the Town and the GSA is not to discriminate against any employee due to race, color, sex, age, creed, marital status, political affiliation or GSA activities.

Section 13.2 Coercion. Neither the GSA nor any of its representatives shall intimidate or coerce employees nor will they solicit members or conduct any GSA activities during working hours other than those essential to collective bargaining and handling of grievances in the manner so provided herein.

ARTICLE 14 NO STRIKE/NO LOCKOUT

Section 14.1 No Strike. The GSA 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 14.2 No Lockout. The Town shall not lock out any employees covered by this Agreement during this Agreement.

ARTICLE 15

RETIREMENT PLANS

Section 15.1 Defined Benefit Pension Plan. Any member of the GSA who was as of June 30, 2011 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. For terminations of employment on and after July 1, 2011, 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. Employees who were hired prior to July 1, 1992, terminate service on and after July 1, 2011, have completed twenty (20) years of Credited Service, and who are fifty-five (55) years of age or older, may likewise elect an actuarially reduced early retirement benefit. There shall be no early retirement benefit for an employee who has less than ten (10) years of Credited Service upon termination.
- b. Effective for retirements or terminations of employment on and after January 1, 2013, an employee shall not be eligible to elect to receive his/her pension benefit in the form of a lump sum payment as described in Section 8.5 of the Pension Plan.
- c. Effective July 1, 2011, an employee's maximum Credited Service will be capped at thirty-five (35) years. When an employee reaches thirty-five (35) years of Credited Service as defined by the Pension Plan, their Compensation Base as defined by the Pension Plan will be frozen and will not increase or decrease due to subsequent potential earnings if the employee continues to work for the Town. In addition, when an employee reaches thirty-five (35) years of Credited Service as defined by the Pension Plan, they will no longer be required to contribute to the Pension Plan as described therein, even if the employee continues to work for the Town. However, any employee with more than thirty five (35) years of Credited Service as defined by the Pension Plan as of June 30, 2011 will have their maximum Credited Service capped at forty (40) years. When such employee reaches forty (40) years of Credited Service as defined by the Pension Plan, their Compensation Base as defined by the Pension Plan will be frozen and will not increase or decrease due to subsequent potential earnings if the employee continues to work for the Town. In addition, when such employee reaches forty (40) years of Credited Service as defined by the Pension Plan, they will no longer be required to contribute to the Pension Plan as described therein, even if the employee continues to work for the Town. As of July 1, 2014, any employee who reaches their maximum Credited Service will be allowed at their option to enroll in the Defined Contribution Plan as described in Section 15.2 below.
- d. Effective July 1, 2015, employees enrolled in the Pension Plan who have not reached their maximum Credited Service will contribute three and three quarters percent (3.75%) of their straight time earnings to the Pension Plan.

Section 15.2 Defined Contribution Plan. Employees hired by the Town of Guilford on or after July 1, 2011, 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 within the GSA unit on and after July 1, 2011, 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 GSA position on or after July 1, 2011, 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. Members of the GSA beginning employment with the Town on or after July 1, 2011 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 15.3 Plan Language Prevails. Sections 15.1 and 15.2 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 incorporating the above provisions shall prevail over the summary language contained in this Article.

ARTICLE 16 WAGES

Section 16.1 Current Employees.

- a. Effective July 1, 2017 through June 30, 2018 the wage increase for the members of the GSA shall be two and one-half percent (2.50%).
- b. Effective July 1, 2018 through June 30, 2019 the wage increase for the members of the GSA shall be two and three-quarters percent (2.75%).
- c. Effective July 1, 2019 through June 30, 2020 the wage increase for the members of the GSA shall be two and three-quarters percent (2.75%)

Section 16.2 New Hires. The Town reserves the right to hire any new member of the GSA at a rate deemed appropriate by the Town for the position at the time of hire and based upon the experience of the candidate. Such employee would then receive a wage increase to the rate determined at time of hire, on July 1 of each succeeding year during the term of the Agreement, per the above schedule of general wage increases.

ARTICLE 17 DURATION

Section 17.1 Complete Agreement. 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.

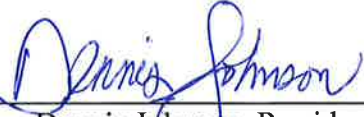
Section 17.2 Effective Dates. The provisions of this Agreement shall be effective as of July 1, 2017 and shall remain in full force and effect until June 30, 2020.


Section 17.3 Collective Bargaining. 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.

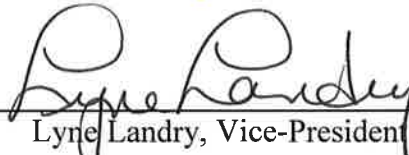
This Agreement was signed and dated by the respective parties at Guilford, Connecticut.

GUILFORD SUPERVISORS ASSOCIATION

TOWN OF GUILFORD

By: 
Dennis Johnson, President
Dated: 8/28, 2017

By: 
Joseph S. Mazza, First Selectman
Dated: 9/5/, 2017

By: 
Lyne Landry, Vice-President
Dated: 8/28, 2017

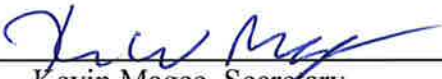
By: 
Kevin Magee, Secretary
Dated: August 28, 2017

EXHIBIT A

GUILFORD SUPERVISORS ASSOCIATION MEMBERS

ASSESSOR

BUILDING OFFICIAL

LIBRARY DIRECTOR

DIRECTOR - GUILFORD YOUTH AND FAMILY SERVICES

DIRECTOR OF HEALTH

DIRECTOR OF SOCIAL SERVICES

ENVIRONMENTAL PLANNER

PARKS AND RECREATION DIRECTOR

TAX COLLECTOR

TOWN CLERK

TOWN ENGINEER/PUBLIC WORKS DIRECTOR

TOWN PLANNER