

AGREEMENT

between

THE TOWN OF MONTVILLE

and

**LOCAL 1303-051 OF COUNCIL #4
AFSCME, AFL-CIO**

July 1, 2016 - June 30, 2020

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PREAMBLE

This Agreement is entered into by and between the Town of Montville, hereinafter referred to as the "Employer" or the "Town" and Local 1303-051 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I - UNION RECOGNITION

- 1.0 The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees of the Public Works Department and the Fire Dispatch Department set forth below.

Coverage. For the purposes of this Agreement the municipal Employer and the Union mutually agree that the following classifications of employees constitute a unit appropriate for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment within the meaning of Sec. 7-471(3) of the Municipal Employee Relations Act:

Mechanic IV
Mechanic III
Mechanic II
Mechanic I
Maintainer V
Maintainer IV
Maintainer III
Maintainer II
Maintainer I
Administrative Assistant
Clerk
Bus Driver
Custodian I
Custodian II
Fire Dispatcher

ARTICLE II - UNION SECURITY

- 2.0 All employees within the bargaining unit shall become and remain members of the Union or pay a service fee equal to Union dues as a condition of continuing employment not later than thirty (30) days after their date of hire. An agency fee payer may apply to the AFSCME International Union for a rebate in accordance with the Union's existing procedure.

- 2.1 Upon receipt of individual written authorization from bargaining unit members (See Appendix A), the Town agrees to deduct Union membership dues or service fees each week from the pay of those employees who individually and in writing authorize such deductions and to remit same to the Financial Officer of the Union not later than the last day of each month.
- 2.2 The monthly dues or service fees remittance to the Union will be accompanied by a list of names of those employees from whose wages deductions for dues have been made.
- 2.3 The monthly deductions specified in the above sections may be increased or decreased by the Union with notice from the Union President to the Mayor.
- 2.4 The Union agrees to indemnify and save the Employer harmless from and against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of any action or inaction taken by the Employer for the purpose of complying with any provision of this Article, including reasonable attorney's fees and costs.
- 2.5 Any employee failing to comply with the above Section 2.0 within (30) days from the effective date of this Agreement or thirty (30) days from his/her date of hire shall be subject to immediate dismissal, upon request of the Union, if he/she continues to refuse to comply with the above Section 2.0.

ARTICLE III - MANAGEMENT RIGHTS

- 3.0 The Town shall not be limited in any way in the exercise of the functions of management and shall have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management including, but not limited to, the following items, except as modified by this Agreement:
 - a. the operation and direction of the Public Works Department;
 - b. the determination of the level of services to be provided;
 - c. the direction, control, supervision, and evaluation of employees;
 - d. the establishment or change of job assignments;
 - e. the determination and interpretation of job descriptions;
 - f. the increase, change or discontinuation of operations in whole or in part;

- g. the institution of technological changes;
- h. the revising of processes, systems or equipment;
- i. the alteration, addition, or elimination of existing methods, equipment, or facilities;
- j. the determination of the location, organization, number and training of personnel of the Public Works Department;
- k. the assignment of duties and work assignments;
- l. the scheduling and assigning of leaves;
- m. the scheduling and enforcement of working hours and work breaks;
- n. the establishment and change of schedules and shifts;
- o. the assignment of overtime;
- p. the hiring, appointment and promotion of employees;
- q. the demotion, suspension, discipline or discharge of employees;
- r. the layoff or relief of employees due to lack of funds or of work or the incapacity to perform duties;
- s. the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Town deems necessary; provided, however, that no specific provision in this Agreement is violated.
- t. During an emergency, the Town shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

ARTICLE IV - SENIORITY

- 4.0 All new employees shall serve a probationary period of nine (9) months. Probationary employees may be disciplined and/or terminated at any time during the probationary period without recourse of the grievance and arbitration provisions of this Agreement. In the event the Town determines there is justification to extend an employee's probationary period, it may do so, for a period not to exceed an additional ninety (90) days. Such extensions will be on a

case by case basis and have no precedential value. The Union shall be notified in writing of such extensions.

- 4.1 The chairman, vice chairman, secretary/treasurer (1) and two (2) stewards of the Union shall have top seniority in the event of layoff and recall. The Union agrees to indemnify, save and hold the Town harmless from any claims, suits, losses, damages or expenses arising out of or in any respect related to the application or operation of this section 4.1.

4.2 Seniority.

- a. Bargaining unit seniority is defined as the length of service of each employee within the bargaining unit.
- b. Town seniority is defined as the length of continuous service of each regular, full-time employee with the Town since the last date of hire.
- c. No rights or privileges shall accrue to employees based on seniority except as set forth in this Agreement.

- 4.3 Layoff. Layoff or reduction of employees shall be done by the Employer by classification subject to seniority within the bargaining unit. Employees shall be provided with thirty (30) days notice of layoffs, if possible. All probationary employees within a targeted classification shall be laid off before any permanent employee in the bargaining unit. Permanent employees who are laid off will be placed on the recall list for one (1) year. Reinstatement shall be in reverse order of bargaining unit seniority by classification, that is, the person with the highest bargaining unit seniority shall be rehired or reinstated first, provided, however, that he/she has the qualifications necessary to perform the work to which he/she is recalled. Any employee who refuses or fails to return to work within thirty (30) days after being offered a rehire will lose his/her seniority and will no longer be considered eligible for rehire. It shall be the responsibility of the laid off employee to notify the Employer and the Union of any changes of address.

Bumping: An employee laid off may bump the employee with the least seniority in the same classification or in a lower paid classification, if the bumping employee has more seniority than the employee he/she will bump, has previously worked in that job classification in that department, and is qualified to perform the functions of an employee in such classification, immediately, without training or breakin.

- 4.4 An employee about to be laid off will be given two (2) week's notice or the equivalent in wages.

ARTICLE V - PROMOTIONS AND VACANCIES

- 5.0 Job Posting. All vacancies which the Town intends to fill and new positions within the bargaining unit shall be posted in each department for a period of ten (10) working days prior to the issuance of any public notice of vacancy/opening.
- 5.1 In-House Promotions & Transfers. From among applicants qualified for the posted position, the Town will award the position to the most qualified applicant; provided that, if, because two (2) or more applicants are equally qualified, application of such standard results in a choice of more than one (1) applicant who might be awarded the job, the Town will award the job to the employee with the most bargaining unit seniority. The Town shall consider, among other factors, the applicants' seniority, qualifications for the job, prior attendance at work, past job performance, and technical knowledge and skills. For the purpose of determining qualifications, the Town and the Union agree to use standardized tests based on the requirements of the position. The Town will have the option of forming a panel from other municipalities to select the most qualified applicant.
- 5.2 Promotions to fill vacancies are upon a ninety (90) day qualifying period during which the employees must demonstrate to the Town that they are qualified to perform the duties of the higher job classification. In the event that employees do not satisfactorily perform during such qualified period, they shall be reinstated to their prior job classification and receive the rate of pay applicable to such job classification.
- 5.3 If a bargaining unit member becomes aware of a particular conference, seminar or training that he/she believes is appropriate for enhancing his/her skills (and/or those of other employees), bring it to the attention of the Department Head. The Mayor or Department Head will determine whether any bargaining unit member may attend the training during working hours and whether the bargaining unit member will be reimbursed for the costs to attend. The decision to grant such training shall be in the sole discretion of the Town and shall not be subject to the grievance and arbitration provisions of the Agreement.

ARTICLE VI - HOURS OF WORK AND OVERTIME

- 6.0 The regular workweek will be as follows:
- a. Eight (8) hours a day, 7:30 a.m. through 4:00 p.m.-with one-half (1/2) hour for lunch. From the third Monday in May to the second Friday in September, the working hours shall be eight (8) hours a day, within 6:00 a.m. through 4:00 p.m. with one-half (1/2) hour for lunch.

- b. Forty (40) hours a week consisting of five (5) days a week, Monday through Friday.
 - c. Management may, in its discretion, implement and/or discontinue a modified schedule for Roll Off Drivers, with an earlier start and end to the work day with five work days' notice of such change. Such schedule shall begin no earlier than 6:00 a.m. and end no earlier than 2:30 p.m.
- 6.1
- a. Time and one-half (1 1/2) shall be paid for all time worked beyond eight (8) hours in any regular work day in conjunction with 6.1 (B) below.
 - b. Time and one-half (1 1/2) shall be paid for all time worked beyond forty (40) hours in any one week.
 - c. Time and one-half (1 1/2) shall be paid for all time worked on Saturday.
- 6.2
- a. Double time shall be paid for all time worked on Sunday.
 - b. Double time shall be paid for all time worked on Holidays in addition to Holiday pay.
 - c. In the event that any Holiday falls on a Saturday, Employees shall be paid double their regular hourly rate of pay for all hours worked on the actual Holiday and paid one and one half times their regular rate on the observed Holiday.
- 6.3
- Fire Dispatchers schedule shall remain as previously agreed on, unless changed by mutual agreement between the Town and the Union. (See Appendix C.)
- 6.4
- a. Winter/Emergency Overtime: When employees are required to work overtime during winter storms and emergencies, overtime shall be offered to the most senior qualified employee first. Should they not accept the overtime, then the next senior qualified person shall be called. In the event enough employees are not available, the Town has the right to order employees to work. It is understood that all qualified employees of the bargaining unit shall be called, offered, and utilized for overtime before the use of any outside contractors. Employees must show reasonable cause for refusing overtime.
 - b. Call-in Overtime: The Town will post the overtime sign-up sheet monthly and distribute call-in overtime in accordance with established procedure. Any employee called back to work after his regular working day or on Saturday, Sunday or Holidays shall receive a minimum of three (3) hours

pay at the applicable rate. Employees must remain able and available for work for all three (3) hours. Employees called in three (3) hours prior to their regularly scheduled work day will be paid for hours worked.

In the event that an employee is called back to duty more than once within a three (3) hour period, he shall be paid for any hours actually worked on the second call that are not encompassed by the original three (3) hours.

6.5 Full time Fire Dispatchers will be offered overtime to fill vacant regular shifts before any part time dispatchers are called in. "Regular shifts" for the purposes of this section is defined as a shift normally filled by a full time dispatcher.

6.6 Overtime.

- a. A voluntary list shall be established and maintained on a monthly basis in the same manner as the Winter/Emergency list.
- b. A voluntary list with paired partners shall be made up with CDL and non-CDL drivers. In the event, that there are more CDL drivers than non-CDL drivers, then CDL drivers will be paired with CDL drivers.
- c. It is understood that the following employees shall normally be used for specific assignments as shown below:
 - (1) Office Administrative Assistant and Clerk may rotate the office duty during emergency and winter storms
 - (2) Custodial work will be assigned to the custodians on a priority basis.
 - (3) Mechanical work shall be assigned to the mechanics in order of seniority.
- d. A sign-up sheet will be posted for all scheduled overtime work. The overtime shall be offered to the most senior qualified employee.
- e. Employees engaged in a job assignment will be offered first the overtime for that assignment. If refused, the next senior employee will be offered the overtime.

6.7 In the event of an inadvertent violation of this Article, the Employer shall offer the aggrieved employee the next available overtime opportunity, as the sole remedy.

- 6.8 Pyramiding. There shall be no pyramiding of overtime premiums set forth in this Article. When two (2) conflicting premiums are applicable, the higher premium shall be paid.
- 6.9 Timekeeping. Employees are accountable to the Town and the public and, as such, are required to record their daily work hours in a format and manner identified by the Town. Failure to maintain accurate time records may result in discipline.

ARTICLE VII - CLASSIFICATIONS

- 7.0 Classifications. Employees who are appointed, in writing, by the Mayor or his/her designee, to perform work in a job classification normally requiring a higher classification rate of pay shall be paid the higher rate for any/all hours worked at the higher grade providing said employee is qualified and performs all the work of said higher classification, but in no event shall an employee be paid less than his/her present rate.

ARTICLE VIII - HOLIDAYS

- 8.0 a. All employees covered under this Agreement shall receive the following paid holidays:

New Year's Day	Good Friday
Presidents' Day	Veteran's Day
Floating Holiday*	Thanksgiving Day
Columbus Day	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Martin Luther King Day
Labor Day	Employee's Birthday

*The Mayor shall designate the floating holiday.

- b. To be eligible for holiday pay, employees must work the last scheduled day immediately before and following the holiday. Sick time cannot be used unless a doctor's note is submitted.
- 8.1 a. If a holiday falls during an employee's vacation, he/she shall be given an additional day off at his/her discretion.
- b. If a holiday falls while an employee is on sick leave, he/she shall be paid for the holiday and no deduction shall be made from his/her sick leave bank.

- c. Any holiday falling on Sunday shall be observed on Monday.
- d. Any holiday falling on Saturday shall be observed on the preceding day.
- e. In the case of Fire Dispatchers holidays shall be observed on the day of the actual holiday, or as designated by mutual agreement. The two parties shall designate holidays on or before December 31st for the following year.

ARTICLE IX - WAGES

- 9.0 All wage rates effective during the term of this Agreement shall be reduced to writing by employee and classification and added to this Agreement as Appendix B.
 - a. Effective and retroactive to July 1, 2016, the salary schedule in effect June 30, 2016, shall be increased by two and one-half (2.5%) percent.
 - b. Effective July 1, 2017, the salary schedule in effect June 30, 2017, shall be increased by two and one-half (2.5%) percent.
 - c. Effective July 1, 2018, the salary schedule in effect June 30, 2018, shall be increased by two and one-half (2.5%) percent.
 - d. Effective July 1, 2019, the salary schedule in effect June 30, 2019, shall be increased by two and one-half (2.5%) percent.
- 9.1 All employees shall be paid weekly by check.
- 9.2
 - a. The Employer shall provide each employee with a copy of the contract within thirty (30) days after it is signed by both parties. New Employees will be provided with a copy of this agreement at the time they are hired.
 - b. The Employer shall provide the Council #4 office with six (6) signed copies of the Agreement no later than thirty (30) days after it is signed by both parties.
- 9.3
 - a. There shall be three (3) steps in each classification. Employees not at the top step of their classification shall advance one (1) step on the pay plan upon completion of one full year's active service in their current step, until they reach the top step of their classification. Step advancements shall be contingent on satisfactory performance. New employees shall be hired at Step 1.

- b. Employees receiving a performance rating which is unsatisfactory shall be reevaluated in three (3) months. Performance shall continue to be evaluated in three (3) month intervals until performance is satisfactory. Employees who have received an unsatisfactory rating shall not be eligible for a step increase until they receive a satisfactory rating. The step increase shall not be retroactive. The employee's anniversary date will not change for purposes of future step eligibility. Discipline may be imposed for unsatisfactory performance.
 - c. An unsatisfactory rating that does not result in the loss of a step or discipline shall not be arbitrable. Performance ratings resulting in the loss of a step and/or discipline are grievable/arbitrable.
- 9.4 End of the Year Bonus. Full-time employees who have completed six (6) years of service shall receive annually \$20 for each full year of service up to a maximum of \$400, as of December 1st each year as an end of the year bonus. Full-time employees who successfully completed their probation period through five (5) years of service as of December 1st each year shall earn \$100. These bonuses shall be paid in separate checks in compliance with state and/or federal law.
- 9.5 Seasonal employees will be allowed between May 1st and October 31st and may receive overtime after all available/qualified union personnel have declined said overtime.

ARTICLE X - INSURANCE

- 10.0 The Employer will provide eligible employees who work thirty (30) or more hours per week and their eligible dependents, the Blue Cross/Blue Shield Century Preferred Plan with vision care, or similar group health and hospitalization insurance.

Newly hired employees are not eligible for coverage until the first of the month following thirty (30) days of employment, i.e., if an employee commences work on April 15th, he/she will not be eligible for insurance coverage until June 1st.

The Employer, however, reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or **to** self insure as it deems appropriate for any form or portion of insurance coverage referred to in this article, so long as the new coverage and benefits are similar to the conventional insurance set forth above.

a. Medical and Rx Plan Design

The health insurance plan design through June 30, 2017 shall be as follows:

<u>Medical Service</u>	<u>Employee Cost</u>
Preventive Care	0
Office Visit	\$25
Hospital Co-pay	\$200
ER Co-pay	\$100
Urgent Care Co-pay	\$75
Outpatient Surgery Co-pay	\$125
Prescription (RX)	\$10/\$20/\$30 \$2000 max then 80/20% coinsurance
Out of Network Deductible	\$400/\$800/\$1000
Out of Network Coinsurance	20% to \$3000/\$6000/\$9000

As of July 1, 2017, the Town shall provide eligible employees and their eligible dependents as the primary Hospital, Medical and Prescription Plan an HDHP partnered with an HSA (\$2000 single/\$4000 family), as described in Appendices E1 (2017-18) and E2 (2018-19).

As a secondary plan as of July 1, 2017, the Town will offer employees hired prior to May 1, 2017 a PPO, hospitalization, vision and dental insurance plan as described in Appendix E3. Employees choosing to participate in the PPO Plan are subject to a "buy up", which is the cost difference between the total annual cost for the PPO (i.e., the allocated rate for the selected coverage (single, two person, family) and the employer's total cost for the HDHP/HSA, exclusive of any deductible funding (i.e., the allocated rate for the selected coverage (single, two person, family) minus the employee cost share).

Any employee hired on and/or after May 1, 2017, must enroll in the HDHP/HSA and cannot buy up to the PPO plan.

- b. Group Dental Coverage. Full dental coverage under Rider A and Rider D600.
- c. Prescription Safety Glasses. The Town will pay for one (1) pair of regular prescription safety glasses with permanently attached side shields and one (1) pair of prescription safety sunglasses with permanently attached side shields every other year. Employees must use a vendor selected by the Town.

The Town will replace or repair the above prescription safety glasses and sunglasses which are damaged while on duty, provided the damage is not the result of normal wear and tear, or the result of negligent, reckless or intentional conduct by the employee. In order to be eligible for reimbursement, an employee must report said damage or loss to the Department Head or Mayor within forty-eight (48) hours of the damage or destruction, and explain the circumstances. The Department Head or the Mayor shall have the right to inspect the damaged items.

- 10.1 Group Term Life Insurance. The Employer shall provide a policy of life insurance on each full-time employee with a death benefit of \$50,000.
- 10.2 Long Term Disability Insurance. Long Term Disability Coverage after ninety (90) days of absence.
- 10.3 a. Cost Shares and HSA Funding

Cost Shares:

Effective January 1, 2016, each employee shall be responsible for sixteen percent (16%) of the applicable conventional premium rate (COBRA rate) determined by the insurance carrier or administrator for all health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

Effective July 1, 2017, each employee shall be responsible for eleven percent (11.0%) of the applicable allocation rate determined by the insurance carrier or administrator for all HDHP/HSA health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

Effective July 1, 2018, each employee shall be responsible for twelve percent (12.0%) of the applicable allocation rate determined by the insurance carrier or administrator for all HDHP/HSA health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

Effective June 30, 2020, each employee shall be responsible for thirteen percent (13.0%) of the applicable allocation rate determined by the

insurance carrier or administrator for all HDHP/HSA health insurance benefits excluding life insurance and accidental death and dismemberment for individual, two person and/or family coverage. An employee shall have deducted from his/her monthly wages the applicable amount.

HSA Funding:

Effective July 1, 2017, the Town shall contribute sixty percent (60%) of the deductible for the HDHP, provided the employee has set up an HSA. Effective July 1, 2018 and July 1, 2019, the Town shall contribute fifty percent (50%) of the deductible for the HDHP, provided the employee has set up an HSA. The Town shall pay individuals ineligible to open an HSA, but who have otherwise enrolled in the HDHP, the same gross amounts on a taxable basis. The contributions shall be made in July each year.

- b. Alternate Plan. The Town may implement an alternate plan as an option to the current plan(s). The Town reserves the right to determine the terms, conditions, cost shares and all substantive aspects of any alternate plan.

10.4 Waiver of Coverage.

- a. Notwithstanding the above, full-time employees may elect to waive, in writing, all medical insurance coverage outlined above. Payment to those employees waiving such coverage shall be made in June of each year for the previous year in the amount of the premium saved by the Town at the time of the waiver, because of said waiver, or the following schedule, whichever is less:

<u>Coverage</u>	<u>Payment</u>
Single	\$1,000
Two-Person	\$1,500
Family	\$2,000

This payment shall be paid in a separate check in compliance with state and/or federal law.

- b. Where a change in an employee's status prompts the employee to resume Town provided insurance coverage, the written waiver may, upon written notice to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance

carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.

- c. Notice of intention to waive insurance coverage must be sent to the Mayor not later than May 1st, to be effective on July 1st of each contract year. The election waiver coverage shall only be approved after the employee has provided the Town with proof of alternative insurance coverage.
 - d. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.
 - e. Employees are not eligible to receive any stipend for the waiver of insurance coverage if they are covered under any type of Town insurance including Town Board of Education (BOE) coverage.
- 10.5 Retirement. Each employee shall be enrolled in the Connecticut Municipal Employee Retirement System (CMERS).
- 10.6 Section 125 Plan. The Employer offers a pre-tax contribution option for employees. This employee benefit is known as a Section 125 plan. Employees electing this option shall be afforded the opportunity to make contributions toward premiums for medical insurance, dental insurance and out-of-pocket medical expenses or dependent care expenses on a pre-tax, rather than an after-tax basis.

ARTICLE XI - LEAVE

11.0 Sick Leave

- a. (1) Each employee hired prior to the June 1, 2012, shall be entitled to eighteen (18) days of sick leave annually, to be accumulated at the rate of one and one-half (1 ½) days per month. Each employee hired on or after June 1, 2012, shall be entitled to fifteen (15) day of sick leave annually, to be accumulated at the rate of one and one-quarter (1 ¼) days per month.
 - (a) A maximum of eight (8) sick leave days may be used as personal leave. Personal leave shall be used in not less than one-quarter (1/4) hour increments.
 - (b) Sick leave shall be used in not less than one-quarter (1/4) hour increments.

- b. (1) Medical Certification. A medical certificate acceptable to the Town from a duly licensed medical care provider shall be required by the Town for the following reasons:
- (a) For absences of more than three (3) consecutive days;
 - (b) If there appears to be a pattern of absenteeism;
 - (c) For prolonged illness or injury exceeding ten (10) days, a medical certificate from a licensed physician shall be required from an employee for every two (2) week period the employee is absent from work, except that one medical certificate may be acceptable to the Town if it states that the employee will be unable to work for a specific period of time. In addition, the employee shall be required to provide the Town with a medical certificate prior to returning to work indicating that in the opinion of his/her physician the employee is able to return to work and perform all duties associated with his/her position.
 - (d) After the fifth (5th) full-day of sick leave occurrence and for each subsequent sick leave occurrence each calendar year.

Nothing herein shall preclude or prohibit the Town from requesting additional information or documentation in accordance with state and/or federal law, such as the ADA, FMLA and/or Workers' Compensation Act.
 - (e) In order for an employee to schedule a personal day, an employee must provide twenty-four (24) hours advance notice. Exceptions will be granted by the Mayor or his/her designee. Requests for the use of personal days shall not be unreasonably denied.
- c. Accumulated sick days may be carried over from fiscal year to another fiscal year, but are not to be used for personal leave once they are carried over, to a total of one hundred and twenty-five (125) days maximum accumulation.
- d. Each employee who retires in accordance with the provisions for voluntary retirement, and has twenty-five (25) years of service, shall receive, based on his/her current wages, full payment for any sick leave he/she may have remaining to his/her credit, up to a maximum eighty (80) days upon normal retirement as defined under CMERS. All employees with less than

twenty-five (25) years of service shall receive up to a maximum of fifty-five (55) days upon normal retirement as defined under CMERS.

- e. Sick leave is a benefit, not a right. It is not intended as extra vacation time. Employees may use accumulated sick leave for personal illness and medical and dental appointments when unable to schedule before or after working hours. For appointments, use of sick leave is limited to the time actually required for the appointment and travel time to and from the appointment.
- 11.1 Bereavement Leave – Immediate Family. Three (3) days special leave with pay shall be granted for death in the immediate family of employee or employee's spouse. Immediate family is defined as spouse, mother, father, grandfather, grandmother, sister, brother, children, stepparents and stepchildren.
 - 11.2 Bereavement Leave – Death of Other Relatives. One (1) day special leave with pay shall be granted to attend the funeral of an employee's or his/her spouse's aunt uncle, first cousin, niece, nephew or grandchild.
 - 11.3 Bereavement Leave – Fellow Bargaining Unit Member. Special leave of one-half (1/2) day with full pay shall be granted for each occasion for an employee to attend the funeral of any fellow bargaining unit employee.
 - 11.4 Bereavement Leave – Friends. Special leave of one-half (1/2) day per occasion shall be granted, chargeable to personal leave, for an employee to attend funerals of friends.
 - 11.5 Unpaid Leave of Absence. Unpaid leaves of absence for legitimate purpose may be granted to an employee upon written request to the Employer, subject to the approval of the Mayor. A notice of such leave will be supplied to the Union President by the employee.
 - 11.6 Worker's Compensation.
 - a. In the event an employee receives Workers' Compensation, the difference between his/her base pay less taxes and compensation shall be paid by the Employer for a period not to exceed six (6) months or until maximum recovery is attained (whichever is first.) The parties intend that this language does not result in employees earning more than base pay while receiving Workers' Compensation and differential pay.
 - b. Until a determination is made as to the eligibility for Workers' Compensation payments, absences shall be charged, at the employee's option, to accumulated sick leave and/or vacation time, leave without pay

or disability leave, provided eligibility requirements are met. Employee's time will be credited when compensation becomes effective.

- c. Notwithstanding the above, if the Town, in its sole discretion, advances pay before an eligibility determination is made, and the Employee is thereafter found ineligible or the Employee's eligibility is terminated for any reason, the deficiency shall be charged at the Employee's option to accumulated sick leave and/or accumulated vacation leave. However, if an employee has not accumulated sufficient sick and annual leave to cover the period of absence, the employee shall be considered on leave with pay and shall be required to repay the Town for any salary advanced while on leave with pay in the following manner:

- (1) Sick leave;
- (2) Vacation;
- (3) Personal Leave;
- (4) Incentives;
- (5) Wages

- d. The Employer shall require an employee receiving payment under the Workers Compensation Act to submit to the Town a written medical report from the employee's doctor(s) at least once a month to certify that he/she is still injured or disabled, and is not capable to return to his/her job with the Town, and that said employee has not reached the point of maximum recovery. Failure of the employee to provide said reports will relieve the Town of its obligation to make any payment to such employee under Section 11.6 a above.

11.7 Union Business. Such Union members as the Union may designate, not to four (4), shall be allowed time off without loss of pay in order to attend scheduled collective bargaining sessions between the Town and the Union.

11.8 Military Service. The Town will comply with its obligations under Federal and/or State law(s).

11.9 Jury Duty. Any employee who has completed his/her probationary period and who is required to report for jury duty, shall be entitled to leave with pay for scheduled work hours lost as the result of such service, up to a maximum of five (5) days. For each hour of leave taken, the employee will be compensated by the Employer in an amount equal to his/her straight-time rate of pay, as specified in Article VI of this Agreement, less the amount received by the employee from the government. In order to be paid by the Employer for such leave, the employee must submit to the Employer written proof, executed by the administrator of the court, of having served, the duration of such service, and the amount of compensation of said service.

ARTICLE XII - VACATIONS

12.0 Employees hired prior to July 1, 2012 shall be entitled to vacations with full pay on the following basis.

a. Full-Time Employees:

1 year of service	2 weeks (1 week available after 6 months)
3 years of service	3 weeks
8 years of service	4 weeks

b. After completing fifteen (15) years of service an additional day of paid vacation for each year of service up to a maximum of five (5) weeks.

c. After completing twenty-five (25) years of service an additional week of paid vacation shall be provided.

12.1 Employees hired on or after July 1, 2012 shall be entitled to vacations with full pay on the following basis.

Full-Time Employees:

Completion of 1 year of service	2 weeks (1 week available after 6 months)
Completion of 5 years of service	3 weeks
Completion of 10 years of service	4 weeks

12.2 a. Employees shall be able to take vacation time off, with pay, at any time during the contract year.

b. In the event of conflicting vacation dates, seniority shall be the determining factor, provided the notice of dates in conflict shall have been within a reasonable period of at least thirty (30) days. Failure to give (30) days notice may result in loss of leave for that period.

c. Vacation leave shall only be taken in increments of a whole day or a half day.

d. In the event an employee is sick while on vacation he/she may elect to take sick leave and use his/her vacation at a later date.

e. In the event a holiday falls while an employee is on vacation an additional day shall be added to his/her vacation period or he/she may elect to take it off.

- f. Fire Dispatchers may take their vacation at any time of the year most suitable to them.
 - g. The Town may refuse a vacation request if the work load prohibits employees to be absent. The Town must allow an employee who has had a vacation request denied, to take said vacation within sixty (60) days of denial. It is understood that this language deals with vacation requests only. Except in cases of extreme emergency, once a vacation request is approved a vacation shall not be canceled.
- 12.3 a. For the purpose of computing vacation time off, the employee's date of hire shall be used. The employee shall have one (1) year to use accumulated vacation time off with pay from the anniversary of his/her date of hire.
- b. An employee shall receive vacation pay at the time of his/her vacation provided that proper notice is given.
- 12.4 In the event an employee retires or terminates in good standing all of his/her vacation pay shall be given to him/her to the full extent of his/her accumulation as of the date of his/her termination or retirement.
- 12.5 Employees shall make every effort to use all their vacation time each year. Vacation time will not be carried over from year to year. Employees may submit a request to the Mayor or his/her designee for payment of up to fifty percent (50%) of their unused vacation time. Such request must be in writing and made at least ninety (90) days prior to their anniversary date. The Mayor or his/her designee, at his/her sole discretion, may authorize payment provided the operating requirements of the Town prevented such employee from taking vacation. If payment is not authorized such employee must use any remaining vacation time prior to their anniversary date or such time will be lost.

ARTICLE XIII - DISCIPLINARY ACTIONS

- 13.0 No permanent employee shall be discharged or otherwise disciplined without just cause.
- 13.1 Disciplinary actions shall follow this order:
- a. Verbal warning;
 - b. Written warning;

- c. Written warning included with a meeting of the offending party, the Employer, and the Union to discuss the incidents leading to disciplinary action;
- d. Suspension; and
- e. Discharge.

It is mutually understood and agreed by the Town and the Union that deviation from the above order for disciplinary actions may be warranted depending upon the totality of the circumstances, including for example, the severity of the infraction and consideration of work history.

- 13.2 An employee, upon filing a written request with the Mayor, shall have the right to review his/her personnel file and respond in writing to anything contained in same. Any responses shall become a permanent part of the employee's personnel record.
- 13.3 Notwithstanding the foregoing, in cases where an Employee is charged with a felony crime or a crime arising out of employment and the Employer determines that the charge(s) will be deleterious to or bring discredit to the Employer, the Employer may place the employee on administrative leave, without pay.

ARTICLE XIV - MISCELLANEOUS

- 14.0 Uniforms: The Town will authorize each Public Works employee up to five hundred dollars (\$500.00) per fiscal year, i.e., July 1st through June 30th to purchase work uniforms and ANSI approved work boots. Dispatchers will be provided with uniforms. Foul weather gear will be provided, as needed. Clothing above the waist must contain the Montville Public Works' logo. Employees shall be required to wear approved work boots and uniforms with the Montville Public Works' logo during work hours. Failure to do so may result in disciplinary action.
 - a. Employees have a responsibility to perform their duties so as to minimize injuries to themselves or coworkers. Failure to wear required safety gear, use the required safety equipment as directed or comply with Town safety rules will result in disciplinary action by the Town.
- 14.1 Weather extremes shall be observed as negotiated in the work rules.
- 14.2 Employees assigned to any shift other than the regular day shift shall receive an additional premium of thirty (\$0.30) cents per hour added to their hourly rate.

- 14.3 Employees will be reimbursed for meal expenses actually incurred upon presentation of a receipt or a meal reimbursement form to the Director of Public Works, Fire Marshal and/or Mayor, as follows: \$7.50 for breakfast, \$10 for lunch and \$12.50 for dinner after four hours performing overtime work during snow or ice storms or hurricanes. Meals shall be allowed every four (4) hours of overtime work starting at 8 p.m. on work days, after six (6) hours worked on weekends and holidays, and every four (4) hours thereafter. Employees called to work on regular work days 4 a.m. or earlier shall receive a \$7.50 breakfast allowance. A meal reimbursement form is attached to this agreement as Appendix D.
- 14.4 During emergency situations in which an employee may be required to work long periods of time, each employee will be allowed a rest period of four (4) consecutive hours in a twenty (20) hour period. Employees are required to take their rest periods at a location(s) designated by the Town; the Town will provide bedding. At the discretion of the Employer, rest periods will be scheduled any time after an employee has completed twelve (12) to sixteen (16) hours of work. Any portion of the rest period falling during the regular work day shall be paid as time worked.
- 14.5 In the event time clocks are provided, no employee shall punch another employee's time card. Punching another employee's time card may result in disciplinary action.
- 14.6 The Town reserves the right to provide safe drivers' awards yearly and initiate quarterly safety banquets and programs, at the expense of the Town.
- 14.7 Whenever the singular number is used herein, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.
- 14.8 For only those employees required to hold valid CDLs as part of his/her primary Town job, the Town will pay for one (1) DOT/CDL physical per year. To be eligible for Town payment, the employee will utilize a licensed, qualified medical care provider selected by the Town, and the employee will submit the physical through his/her health insurance first, with the Town paying for the remainder, if any. Any additional medical tests or procedures other than the physical, or any interim physicals or tests prior to the next annual physical, will not be paid for by the Town and are the responsibility of the employee.

ARTICLE XV - GRIEVANCE PROCEDURE

- 15.0 Definition. For the purpose of this Agreement the term grievance means any dispute between the Employer and the Union or between the Employer and the

employees concerning the effect interpretation, application, claim of, breach or violation of this Agreement.

15.1 Grievance Procedure.

- a. Step 1 - Oral Notice to Immediate Supervisor. Not later than ten (10) working days after the event giving rise to the grievance, or ten (10) working days after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee shall discuss the grievance with his/her immediate supervisor. The immediate supervisor shall orally respond to the Employee not later than six (6) working days thereafter.
- b. Step 2 - Written Grievance to Department Head. If the grievance is not settled at Step 1, the employee, within five (5) calendar days of receipt of the Supervisor's response but in no event later than twenty-one (21) calendar days after the event giving rise to the grievance, or twenty-one (21) calendar days after the employee should reasonably have learned of the events giving rise to the grievance, whichever is later, shall submit the written grievance to the department head or his/her designee. The time limitations set forth above are of the essence of this Agreement. If the grievance is not submitted in writing within the time limits set forth in Step 2, it shall be deemed waived. The department head shall give his/her written answer to the grievance within six (6) calendar days after receipt of the grievance. If the department head fails to answer within the time limit set forth in Step 2, the grievance shall automatically proceed to the next step. A copy of the written answer shall be provided to the grievance committee. Any grievance taken to the second step must be signed by the aggrieved employee and/or the local Union representative.
- c. Step 3 - Written appeal to the Mayor or his/her designee. If the grievance is not settled at Step 2, the employee, not later than five (5) calendar days after receipt of the department head's written answer at Step 2, may file a written appeal of that answer to the Mayor or his/her designee. Not later than fifteen (15) calendar days after receipt of the written appeal, the Mayor or his/her designee, shall meet with the employee who may upon request be accompanied by a representative. The Mayor or his/her designee, shall give his/her written answer to the grievance within ten (10) calendar days after such meeting, which answer shall be final and binding on the employee, the Union and the Employer unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 15.3 Arbitration Appeal Procedure.

15.2 Written Presentation. All grievances presented at Step 2 and Step 3 of this procedure set forth in Section 15.1 of this Agreement shall be numbered and

dated, and shall set forth the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the names of the aggrieved employee(s); and the remedy sought by the Union. All grievances at Step 2 and Step 3 of the procedure as set forth in Section 15.1 of this Agreement shall be signed and dated by the aggrieved employee and/or his/her Local Union Representative. All written answers submitted by the Employer shall be signed and dated by the appropriate Employer representative. The time limitation set forth in Article XV may be extended only by mutual agreement of the parties in writing.

- 15.3 The Employer shall allow the employee(s) and the Union Steward or Officer(s) the necessary time off without loss of pay to resolve any such grievance up to Step Three.

Arbitration Appeal Procedure. Any grievance as defined in Section 15.0 of this Agreement that has been properly and timely processed through the grievance procedure set forth in Section 15.1 of this Agreement, and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Employer with a written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section 15.3 within twenty (20) calendar days after receipt of the written answer of the Employer at Step 3 of the grievance procedure set forth in Section 15.1 of this Agreement shall constitute a waiver of the Union's right to appeal to arbitration.

- 15.4 Grievances shall be submitted to the State Board of Labor Relations, with a contemporaneous copy to the Town, or at the Town's option and expense to the American Arbitration Association in accordance with their rules and procedures.

- 15.5 Arbitrator's jurisdiction. The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Employer. He/She shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer. The standard of proof in disciplinary cases, other than termination, shall be based on a preponderance of the evidence.

ARTICLE XVI - SAVINGS CLAUSE

- 16.0 If any term or provision of this Agreement is adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such

term or provision shall become invalid and unenforceable and the Town and the Union shall meet to negotiate a clause to replace the clause adjudged in conflict with law.

ARTICLE XVII - DURATION

- 17.0 This Agreement shall become effective July 1, 2016, and shall remain in effect until June 30, 2020, and from year to year thereafter unless either party notifies the other no later than one hundred and twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.
- 17.1 Upon receipt of such notice, meetings will begin as soon as possible to negotiate such changes, but no later than thirty (30) days after such notice has been received by either party.

SIGNATURE PAGE

IN WITNESS WHEREOF, said parties have caused this Agreement to be executed by their duly authorized representatives on this 25th day of April, 2017.

Signed, Sealed and Delivered
in the Presence of:

LOCAL 1301-51, COUNCIL #4
AFSCME, AFL-CIO

BY: Edmund Bragdon

Edmund Bragdon, President

THE TOWN OF MONTVILLE

BY: Ronald K. McDaniel

The Hon. Ronald K. McDaniel, Mayor

BY: John DeVito

John DeVito
Staff Representative for
Council #4 AFSCME, AFL-CIO

APPENDIX A - AUTHORIZATION FOR PAYROLL DEDUCTION

**CONNECTICUT COUNCIL NO. 4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO**

AUTHORIZATION FOR REPRESENTATION AND PAYROLL DEDUCTION

By: _____

PLEASE PRINT LAST NAME FIRST NAME MIDDLE NAME

To:

NAME OF EMPLOYER

Effective _____, I hereby authorize the AFSCME Connecticut Council No. 4 and/or its appropriate affiliates to be my representative for collective bargaining.

Effective _____, I hereby authorize you to deduct from my earnings each (Payroll Period) a sufficient amount to provide for the regular payments of the current rate of monthly union dues or service fees, as certified by the union. The amount deducted shall be paid to the Treasurer of _____ (Union Name and Number) of the American Federation of State, County and Municipal Employees. This authorization shall remain in effect in accordance with the working Agreement or upon termination of my employment.

SIGNATURE OF EMPLOYEE (Do Not Print)

DATE

STREET ADDRESS (Print)

PHONE NUMBER

CITY, STATE, ZIP (Print)

APPENDIX B - WAGE SCALE*

CLASSIFICATION	STEP	EXISTING	7/1/2016	7/1/2017	7/1/2018	7/1/2019
MECHANIC IV	3	\$32.16	\$32.96	\$33.79	\$34.63	\$35.50
	2	\$31.35	\$32.16	\$32.96	\$33.79	\$34.63
	1	\$30.57	\$31.38	\$32.16	\$32.96	\$33.79
MECHANIC III	3	\$28.84	\$29.56	\$30.30	\$31.06	\$31.83
	2	\$28.11	\$28.84	\$29.56	\$30.30	\$31.06
	1	\$27.41	\$28.14	\$28.84	\$29.56	\$30.30
MECHANIC II	3	\$26.53	\$27.19	\$27.87	\$28.57	\$29.28
	2	\$25.86	\$26.53	\$27.19	\$27.87	\$28.57
	1	\$25.20	\$25.88	\$26.53	\$27.19	\$27.87
MECHANIC I	3	\$23.93	\$24.53	\$25.14	\$25.77	\$26.41
	2	\$23.34	\$23.93	\$24.53	\$25.14	\$25.77
	1	\$22.76	\$23.35	\$23.93	\$24.53	\$25.14
MAINTAINER V	3	\$29.29	\$30.02	\$30.77	\$31.54	\$32.33
	2	\$28.56	\$29.29	\$30.02	\$30.77	\$31.54
	1	\$27.84	\$28.58	\$29.29	\$30.02	\$30.77
MAINTAINER IV	3	\$27.77	\$28.46	\$29.18	\$29.91	\$30.65
	2	\$27.07	\$27.77	\$28.46	\$29.18	\$29.91
	1	\$26.39	\$27.09	\$27.77	\$28.46	\$29.18
MAINTAINER III	3	\$25.06	\$25.69	\$26.33	\$26.99	\$27.66
	2	\$24.45	\$25.06	\$25.69	\$26.33	\$26.99
	1	\$23.83	\$24.45	\$25.06	\$25.69	\$26.33
MAINTAINER II	3	\$23.32	\$23.90	\$24.50	\$25.11	\$25.74
	2	\$22.74	\$23.32	\$23.90	\$24.50	\$25.11
	1	\$22.15	\$22.75	\$23.32	\$23.90	\$24.50
MAINTAINER I	3	\$18.53	\$18.99	\$19.47	\$19.95	\$20.45
	2	\$18.09	\$18.53	\$18.99	\$19.47	\$19.95
	1	\$17.65	\$18.08	\$18.53	\$18.99	\$19.47
BUS DRIVER**	3	\$21.18	\$21.71	\$22.25	\$22.81	\$23.38
	2	\$20.67	\$21.18	\$21.71	\$22.25	\$22.81
	1	\$20.17	\$20.66	\$21.18	\$21.71	\$22.25
ADMINISTRATIVE ASST.	3	\$20.55	\$21.06	\$21.59	\$22.13	\$22.68
	2	\$20.04	\$20.55	\$21.06	\$21.59	\$22.13
	1	\$19.55	\$20.05	\$20.55	\$21.06	\$21.59
CUSTODIAN II	3	\$17.65	\$18.09	\$18.54	\$19.01	\$19.48
	2	\$17.20	\$17.65	\$18.09	\$18.54	\$19.01
	1	\$16.78	\$17.22	\$17.65	\$18.09	\$18.54
CUSTODIAN I	3	\$16.28	\$16.69	\$17.10	\$17.53	\$17.97
	2	\$15.89	\$16.28	\$16.69	\$17.10	\$17.53
	1	\$15.49	\$15.88	\$16.28	\$16.69	\$17.10
FIRE DISPATCHER	3	\$23.17	\$23.75	\$24.34	\$24.95	\$25.58
	2	\$22.60	\$23.17	\$23.75	\$24.34	\$24.95
	1	\$22.03	\$22.60	\$23.17	\$23.75	\$24.34

***FIGURES SUBJECT TO APPROVAL OF FINANCE DIRECTOR.**

NOTE: The wage rate for the Senior Center Bus Driver is to fall between the current rate and the Maintainer II rate effective upon implementation of the CBA; any back pay to be determined based on current classification.

E.g., for 2015-2016, wage would have been:

\$20.17
\$20.67
\$21.18

APPENDIX C - FIRE DISPATCHERS

1. Fire Dispatchers work a forty-eight (48) hour work week composed of four (4) twelve (12) hour days.
2. Time and one-half (1 1/2) applies beyond the one twelve (12) hour day or forty (40) hour week in conjunction with Article VI, Section 1, Subsection B.
3. All working conditions and work rules shall remain consistent with past practices unless changed or modified by mutual agreement except where otherwise superseded by the terms of this Agreement.
4. The practice of allowing employees the right to exchange days or shifts by mutual agreement shall not be considered abridged or superseded by the provisions of this Agreement.
5. Fire Dispatchers shall receive the same compensation for Sick, Personal and Vacation days used equal to a normal work shift.
6. Fire Dispatchers shall receive the same compensation equal to a normal work shift for all paid holidays.
7. The Town of Montville may provide stress de-briefing to employees who suffer emotional trauma from an on-the-job incident.

This Appendix is intended to define the conditions of employment peculiar to the Fire Dispatchers and all the provisions of the contract not otherwise limited by this Appendix shall prevail.

TOWN OF MONTVILLE

By: 
The Hon. Ronald K. McDaniel, Mayor

Date: 5/2/17

LOCAL 1303, AFSCME, AFL-CIO

By: 

Date: 5/2/17

APPENDIX D - MEAL REIMBURSEMENT REQUEST

Name: _____

Pursuant to Section 15.3 of the collective bargaining agreement by and between the Town of Montville and AFSCME Council 4, Local 1303-051, I am hereby requesting reimbursement for the cost of:

- () breakfast;
- () lunch;
- () dinner

Date: _____

Amount Spent for Meal: \$ _____

Restaurant/Place Purchased: _____

My signature below indicates that I do not have a receipt for the reimbursement request and that I affirm the accuracy of the information above.

Date: _____

APPENDIX E1 – HEALTH INSURANCE PLAN DESIGN

July 1, 2017-June 30, 2018

**High Deductible Health Plan/Health Savings
Account \$2,000/4,000 Deductible
Non-Gatekeeper**

\$0 Office Visit, after deductible
\$0 Wellness, deductible waived
\$0 Hospital after deductible
\$0 Outpatient Surgery, after deductible
\$0 WI, UC, ER, after deductible

In-network

\$2,000/\$4,000 Deductible
\$0 Wellness, deductible waived
All other Medical 0% after deductible
MP4 Rx \$10/20/30 after deductible
\$3,000/\$6,000 Out of pocket max

Out-of-Network

\$2,000/\$4,000 Deductible
70% Co-insurance, after deductible

APPENDIX E2 – HEALTH INSURANCE PLAN DESIGN

July 1, 2018-June 30, 2019; July 1, 2019-June 30, 2020

**High Deductible Health Plan/Health Savings
Account \$2,000/4,000 Deductible
Non-Gatekeeper**

\$0 Office Visit, after deductible
\$0 Wellness, deductible waived
\$0 Hospital after deductible
\$0 Outpatient Surgery, after deductible
\$0 WI, UC, ER, after deductible

In-network

\$2,000/\$4,000 Deductible
\$0 Wellness, deductible waived
All other Medical 0% after deductible
MP4 Rx \$10/30/40 after deductible
\$3,000/\$6,000 Out of pocket max

Out-of-Network

\$2,000/\$4,000 Deductible
70% Co-insurance, after deductible

APPENDIX E3 – HEALTH INSURANCE PLAN DESIGN

2017-18; 2018-19; 2019-20 Buy Up PPO Plan Design

PPO
Century Preferred
Non-Gatekeeper

\$30 Office Visit Copay
\$0 Wellness / \$75 High Cost Imaging
\$300 Hospital Copay
\$150 Outpatient Surgery Copay
\$30 WI / \$75 UC / \$150 ER Copay

Out of Network:
Deductible \$400/800/1000
Co-ins. 80/20
OOP Max \$1,200/\$2,400/\$3,000

Managed MP4 Rx
\$10/30/40 mail order 2x copay for 90 day supply
\$2,000 CYM retail and mail order

MEMORANDUM OF UNDERSTANDING - CERTIFICATION PROCEDURE

In order for an employee to be certified, he/she must meet the following requirements:

- Hold a valid C.D.L.
- Complete a total of 80 cumulative hours of driving time in or operating the vehicle to be certified in. (40 hours must be in inclement weather.)
- Any part of an hour shall equal one (1) hour.

Once hours have been completed, the employee shall drive with a certification driver present for the purposes of certification. Certification drivers may be from a municipality other than the Town of Montville.

An Employee must obtain and maintain the necessary licenses required by their classification or the employee shall be subject to termination.

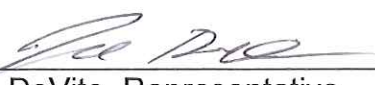
A Maintainer I shall advance to Maintainer II after three (3) years of service and receipt of the required certifications. Any Maintainer I who is certified as described above, but who has not yet met his/her three (3) years of service, may operate snow plow vehicles/equipment. Advancement to Maintainer III, IV and V is not an automatic progression. Maintainer III, IV and V vacancies which the Town intends to fill are governed by Article V of the collective bargaining agreement.

TOWN OF MONTVILLE

By: 
The Hon. Ronald K. McDaniel, Mayor

Date: 5/2/17

LOCAL 1303, AFSCME, AFL-CIO

By: 
John DeVito, Representative

Date: 5/2/17

MEMORANDUM OF UNDERSTANDING - QUALIFICATIONS

WHEREAS, the parties have negotiated, in the course of collective bargaining, written Job Descriptions which set forth the qualifications, duties and responsibilities for the positions of Mechanic IV, Mechanic III, Mechanic II, Mechanic I, Maintainer V, Maintainer IV, Maintainer III, Maintainer II, Maintainer I, Administrative Assistant, Clerk, Bus Driver, Custodian I, Custodian II and Fire Dispatcher; and

WHEREAS, certain existing employees do not have the essential qualifications of their classifications;

NOW THEREFORE,

The parties agree that Edmund Bragdon is grandfathered from the requirement to possess State Certification as a Telecommunicator; and

The parties agree that the Maintainer V classification shall include leadman responsibilities; and

The parties agree that the Town will permit specific employees to obtain training for a higher job classification when equipment is available and conditions will allow.

Executed by the duly authorized representatives of the Town of Montville and Local 1303, AFSCME Council #4, AFL-CIO.

TOWN OF MONTVILLE

LOCAL 1303, AFSCME, AFL-CIO

By: 

The Hon. Ronald K. McDaniel, Mayor

By: 

John DeVito, Staff Representative

Date: 5/2/17

Date: 5/2/17

MEMORANDUM OF UNDERSTANDING - SNOWPLOWING

WHEREAS, the parties have negotiated, in the course of collective bargaining, written Job Descriptions which set forth the qualifications, duties, and responsibilities for the positions of Maintainer V, Maintainer IV, Maintainer III, Maintainer II, Maintainer I, and Fire Dispatcher; and

WHEREAS, certain existing employees do not have the essential qualifications of their classifications to plow snow as a Maintainer;

NOW THEREFORE, the parties have agreed that Edmund Bragdon will be allowed to plow snow under the following classifications:

Edmund Bragdon in the Maintainer IV classification

The parties have agreed that if the dispatchers are working Dispatch, they will arrange for coverage according to the Collective Bargaining Agreement (all full time personnel offered first, then part time). If Dispatchers are working, get called in for assignment, they will finish their shift at the Maintainer rate, and after a total of 8 hours worked will go into the overtime Maintainer rate. If Dispatchers are working, get called in for assignment and can not get coverage, they will not be permitted to leave Dispatch.

TOWN OF MONTVILLE

LOCAL 1303, AFSCME, AFL-CIO

By: _____

The Hon. Ronald K. McDaniel, Mayor

By: _____

John DeVito, Staff Representative

Date: _____

5/2/17

Date: _____

Matthew E. Auger

April 25, 2017

Raymond L. Baribeault, Jr.

James P. Berryman

Michael A. Blanchard

Eric W. Callahan

Michael P. Carey

John A. Collins, III

Jeanette M. Dostie

Eileen C. Duggan

Bryan P. Fiengo

Jeffrey W. Hill

Carolyn P. Kelly

Kristi D. Kelly

Robert B. Keville

Roger T. Scully

Robert G. Tukey

In Memoriam

Andrew J. Brand

James F. Brennan

James J. Courtney

L. Patrick Gray, III

Michael V. Sage

Matthew Shafner

Max M. Shapiro

Charles J. Suisman

Louis C. Wool

Mr. John DeVito
Staff Representative
AFSCME Council 4
444 East Main St.
New Britain CT

Re: Town of Montville –and- Public Works Employees
Local 1303-051, AFSMCE, AFL-CIO Negotiations
Our File No.: 53300

Dear John:

Please consider this a side letter to the July 1, 2016 – June 30, 2020 Collective Bargaining Agreement between the Town of Montville ("Town") and Local 1303-051 (Public Works Employees), AFSMCE, AFL-CIO ("Union").

The purpose of this side letter is to clarify the agreement of the parties regarding Custodians. The parties agree as follows:

- 1) Effective upon implementation of the July 1, 2016 – June 30, 2020 Collective Bargaining Agreement, Karl Hildebrand shall be moved to the first (lowest) step of Custodian II. Any retroactive pay due to Mr. Hildebrand shall be based on his current classification as Custodian I, Step 3.
- 2) Custodians assigned to Administrative Assistant duties will receive the first (lowest) step Administrative Assistant wage rate.
- 3) Notwithstanding the foregoing, when Tiffany Williams is assigned to perform Administrative Assistant duties, she shall be paid as an Administrative Assistant, Step 2.
- 4) All other terms and conditions of the Collective Bargaining Agreement between the Town and the Union dated July 1, 2016 through June 30, 2020 shall remain in effect.

Of Counsel

{I01434248.DOCX; v.}
Hinda K. Kimmel


Richard A. Schatz

Blum, Shapiro & Company, P.C.

December 6, 2016

Please kindly sign below confirming the Union's acceptance of the same.

Town of Montville:



Eileen Duggan, Labor Counsel
Ronald M. Daniel, Mayor

Union:



John DeVito, Staff Representative

April 25, 2017

Matthew E. Auger

Raymond L. Baribeault, Jr.

James P. Berryman

Michael A. Blanchard

Eric W. Callahan

Michael P. Carey

John A. Collins, III

Jeanette M. Dostie

Eileen C. Duggan

Bryan P. Fiengo

Jeffrey W. Hill

Carolyn P. Kelly

Kristi D. Kelly

Robert B. Keville

Daniel L. King

Roger T. Scully

Robert G. Tukey

In Memoriam

Andrew J. Brand

James F. Brennan

James J. Courtney

L. Patrick Gray, III

Michael V. Sage

Matthew Shafner

Max M. Shapiro

Charles J. Suisman

Louis C. Wool

Mr. John DeVito
Staff Representative
AFSCME Council 4
444 East Main St.
New Britain CT

Re: Town of Montville –and- Public Works Employees
Local 1303-051, AFSMCE, AFL-CIO Negotiations
Our File No.: 53300

Dear John:

Please consider this a side letter to the July 1, 2016 – June 30, 2020 Collective Bargaining Agreement between the Town of Montville (“Town”) and Local 1303-051 (Public Works Employees), AFSMCE, AFL-CIO (“Union”).

The purpose of this side letter is to clarify the agreement of the parties regarding the “grandfathering” of those employees currently exceed the revised maximum amount of sick leave which may be accumulated. The parties agree as follows:

1) Effective upon implementation of the July 1, 2016 – June 30, 2020 Collective Bargaining Agreement, Section 11 – Sick Leave is amended to reduce the maximum amount of sick leave that can be carried over from one fiscal year to another fiscal year from one hundred and fifty (150) days to one hundred and twenty-five (125) days.

2) As of March 16, 2017, five (5) employees exceed one hundred and twenty-five (125) days, as follows:

Edmund Bragdon	150.00
Donald Bunnell	143.81
John Carlson	138.35
Robert Clark	128.63
Corey Gaetano	129.17

{!01434262.DOCX; v.}
Of Counsel


Hinda K. Kimmel

The parties agree these employees may retain their current levels of sick leave, not to exceed a maximum of one hundred and fifty (150) days. If and when any of these employees drops below one hundred and twenty five (125) days, that employee will be subject to the one hundred and twenty five (125) day maximum.

- 4) All other terms and conditions of the Collective Bargaining Agreement between the Town and the Union dated July 1, 2016 through June 30, 2020 shall remain in effect.

Please kindly sign below confirming the Union's acceptance of the same.

Town of Montville:



Eileen Duggan, Labor Counsel
Ronald McDaniel, Mayor

Union:



John DeVito, Staff Representative