COLLECTIVE BARGAINING AGREEMENT

between

THE TOWN OF MONTVILLE

and

TEAMSTERS LOCAL UNION 493
(TOWN HALL EMPLOYEES)

July 1, 2016 - June 30, 2020
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PREAMBLE

THIS AGREEMENT made and entered into by and between the Town of Montville, hereinafter referred to as the "Employer" or the "Town", and General Teamsters, Local Union No. 493, hereinafter referred to as the "Union." The terms and provisions of this Agreement shall be binding upon the Employer and the Union and each employee in the bargaining unit described herein.

ARTICLE I - UNION RECOGNITION

1.1 Pursuant to the certification by the Connecticut State Labor Relations Board dated May 17, 1976, the Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with the Employer in respect to rates of pay, wages, hours of employment and other conditions of employment for the following.

Assistant Town Clerk
Assistant Town Planner
Assistant Assessor
Assessor Clerk II
Assessor Clerk III
Assistant Tax Collector/Clerk I
Tax Collector Clerk II
WPCA Accountant I
Payroll Clerk Accountant I
Accounts Payable Clerk Accountant II
IT Assistant
Building Inspector II
Building Inspector III
Administrative Assistant I / Department Secretary
Administrative Assistant II / Clerk-Social Secretary
Administrative Assistant III / Floating Secretary/Receptionist
Recycling Administrator
Youth Services Program Developer/Center Supervisor
Zoning/Wetlands Officer

The Town agrees to provide the Union with thirty (30) days' notice when adding any classification that may reasonably be expected to be included in the unit.

1.2 Neither the Union nor the Town shall discriminate against an employee because of their membership in, or lack of membership in, the Union. The Employer and the Union agree there shall be no discrimination against any employee because of race, creed, color or national origin or discrimination in the payment of wages on the basis of sex. Notwithstanding anything in this Agreement to the contrary, claims of discrimination shall not be subject to the arbitration procedures.
1.3 The Town shall be allowed to hire seasonal employees and they shall be allowed to work between May 1st and October 1st. Seasonal employees shall not be covered under this Agreement.

1.4 For purposes of this Agreement, permanent part-time employees shall be defined as employees who regularly work more than twenty (20) hours and less than thirty (30) hours per week.

ARTICLE II - MANAGEMENT RIGHTS

2.1 Except as otherwise modified by this Agreement, 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, all the powers, authority and prerogatives of management including, but not limited to, the following items:

(a) the operation and direction of the Town Hall; the determination of the level of services to be provided; the increase, change or discontinuation of operations in whole or in part; and the alteration, addition, or elimination of existing methods, equipment, or facilities;

(b) the direction, control, supervision, and evaluation of employees; the establishment or change of job assignments; the determination of the location, organization, number and training of personnel of the Town Hall; the assignment of duties and work assignments in accordance with the job classification; the scheduling and assigning of leaves; the scheduling and enforcement of working hours and work breaks; the establishment and change of schedules and shifts; the assignment of overtime; the hiring, appointment and promotion of employees; and the demotion, suspension, discipline or discharge of non-probationary employees for just cause; the layoff or relief of employees due to lack of funds or of work, or the incapacity to perform duties, and the determination of job descriptions.

(c) the institution of technological changes; the revising of processes, systems or equipment;

(d) 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.

2.2 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.

2.3 The Town's failure to exercise any right in a particular way shall not be deemed a waiver of any right or preclude the Town from exercising the same in some other way not in conflict with the provisions of this Agreement.
ARTICLE III - UNION MEMBERSHIP AND DUES

3.1 As a condition of employment, each employee shall be either a member of the Union in good standing or, in lieu thereof, an agency fee payer. Union members shall pay to the Union initiation fees, Administrative dues, and monthly union dues in the amount uniformly required of its members as certified by the Union. Agency fee payers shall pay a monthly agency fee to the Union in the amount uniformly required of agency fee payers, which amount shall be certified by the Union. The obligation to pay initiation fees, Administrative dues, Union dues or Agency fees under this provision commences not later than the 31st day following the employee’s date of hire.

3.2 The Employer agrees to deduct from the wages of employees in the bargaining unit initiation fees, administrative fees, and regular monthly Union dues and/or Agency fees, provided the Employer receives an authorization card signed by such employees in a form which has been agreed to by the Employer and the Union. No deduction shall be made which is prohibited by applicable law.

3.3 The Employer shall remit to the Secretary-Treasurer of the Union once each month the deductions made in such month together with a list of the employees from whom such deductions have been made and the amounts deducted. The Union agrees to refund promptly to the Employer any initiation fees and dues found to have been erroneously or improperly deducted.

3.4 The Union shall agree to defend, indemnify, and save Employer harmless from and against any and all claims, demands, suits, or other forms 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 provisions of this Article, including attorney’s fees and costs.

3.5 Any employee who fails to become a member of the Union or an Agency Fee payer or to maintain his/her Union membership or Agency Fee status in good standing, as required, shall be discharged by the Employer upon written notice.

3.6 All moneys collected for the regular monthly dues and administrative dues by the Employer shall be held in trust by the Employer until paid to the Local Union. All dues deducted shall be paid by the 10th day of the month following the month in which they were deducted.

3.7 In the event an employee’s pay on each payroll week of the month is not sufficient to meet in full the deductions requested by the Union, the requested deductions need not be made until the first payroll week in which the employee’s pay is sufficient to meet the requested deductions in full.

3.8 When an employee has been absent from duty without pay due to extended illness or other reason, the Union will be responsible for collecting any and all dues owed for said period of time the employee was absent. The Town will reactivate and continue the deduction of dues commencing with the first payroll week in which the employee’s pay is sufficient to meet the requested deduction of dues in full.
ARTICLE IV - STEWARDS

4.1 The Employer recognizes the right of the Union to elect a Steward for the purpose of representing employees in the adjustment of grievances in accordance with the Grievance Procedure (Article V) of this Agreement.

4.2 The Union shall have the right to remove the Steward and appoint a new Steward in his/her place at any time. The Union will give the Employer written notice of any such change within forty-eight (48) hours after they occur.

4.3 The Union shall give the Employer written notice of the name of the Steward upon signing this Agreement.

4.4 The authority of the Steward shall be limited to and not exceed handling of grievances as provided in Section 4.1 above, except that the Steward shall have the authority to transmit to the proper representative of the Employer, written messages and information which originate with and are authorized by the Union.

4.5 The Steward may receive and handle grievances and shall spend no more time than is necessary on handling grievances so as not to interfere with the normal operation and procedure of business. A Steward shall be paid by the Employer at his/her regular hourly rate for the time reasonably spent during working hours in the adjustment of grievances, up to Step 2 under the Grievance Procedure.

4.6 Any employee who engages in Union business during working hours shall notify his/her supervisor and the Mayor prior to engaging in said business. Union business shall not disrupt the normal workday.

ARTICLE V - GRIEVANCE PROCEDURE

5.1 Definition. A grievance or dispute between the Employer and the Union involving the interpretation or application of the terms of this Agreement.

5.2 Grievance Procedure.

(a) Step 1 - Oral Notice to Immediate Supervisor. Not later than four (4) working days after the event giving rise to the grievance, or four (4) 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 four (4) working days thereafter.

(b) Step 2 - Written Grievance to Department Head. If the grievance is not settled at Step 1, the employee, within three (3) days of receipt of the Supervisor's response but in no event later than eleven (11) calendar days after the event giving rise to the grievance, or eleven (11) 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 Mayor or his/her designee, and the Union. Any grievance taken to the second step must be
signed by the aggrieved employee and/or the local Union representative. 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 Mayor or his/her designee shall give his/her written answer to the grievance within ten (10) calendar days after receipt of the grievance, 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 5.4 Arbitration Appeal Procedure. A copy of the written answer shall be provided to the grievant and the Union.

5.3 Written Presentation. All grievances presented at Step 2 of this procedure set forth in Section 5.2 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 of the procedure as set forth in Section 5.2 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 V may be extended only by mutual agreement of the parties in writing.

5.4 Arbitration Appeal Procedure. Any grievance as defined in Section 5.1 of this Agreement that has been properly and timely processed through the grievance procedure set forth in Section 5.2 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 5.4 within twenty (20) calendar days after receipt of the written answer of the Employer at Step 2 of the grievance procedure set forth in Section 5.2 of this Agreement shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Employer at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the Employer and the Union.

5.5 Grievances shall be submitted to the American Arbitration Association in accordance with its rules and procedures with a contemporaneous copy to the Town. The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union; otherwise, each party shall bear its own arbitration expense.

5.6 Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Employer. He/She shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. The arbitrator shall not 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/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer. The standard of proof in all cases shall be based on a preponderance of the evidence.
ARTICLE VI - DISCHARGE AND DISCIPLINE

6.1 The Employer shall not remove, dismiss, discharge, suspend or demote non-probationary employees in the bargaining unit except for just cause. Where disciplinary action is taken, the employee(s) involved shall have the right to appeal through the Grievance Procedure Step 2.

6.2 The Employer shall send contemporaneous copies of notices of such disciplinary action to the official representative of the Union.

6.3 If any disciplinary action is initiated by the Employer against any employee on the basis of a charge or complaint arising outside the Town Hall system such charge or complaint should be put in writing and signed by the complainant. In the event, such charge or complaint is not put in writing and signed by the complainant the Town shall meet with the Union prior to issuing discipline.

6.4 All warning notices shall remain in effect for a period of no more than twenty-four (24) months from the date of issue. Notwithstanding the foregoing, a warning notice may be used for purposes of progressive discipline more than twenty-four (24) months from the date of issue where the issues involved are similar and/or arise out of similar conduct.

6.5 Notwithstanding the foregoing, in cases where an Employee is charged with a felony crime arising out of employment and the Employer determines that the charge(s) will be deleterious to or bring discredit to the Town the Employer may place the employee on administrative leave, without pay.

ARTICLE VII - NEW EMPLOYEES

7.1 New employees shall serve a probationary period of nine (9) months with a thirty (30) day extension upon the request of the Town with proper notification to the Union. Notwithstanding any other provision of this Agreement, probationary employees may be disciplined and/or terminated by the Employer at any time during their probationary period without recourse to the grievance and arbitration provisions of this Agreement. Seniority shall not accrue to a probationary Employee until completion of the probationary period at which time the employee shall possess seniority as defined in Section 8.2.

ARTICLE VIII - SENIORITY

8.1 Upon written request the Town shall furnish the Union with an up-to-date department seniority list for the bargaining unit, together with the classification and rate of pay of each employee on such list.

8.2 Seniority for employees in the bargaining unit shall be defined as the total length of continuous service with the Bargaining Unit since the employee's most recent date of hire.

8.3 An employee shall lose his/her seniority only if:
(a) He/She voluntarily terminates his/her employment; or

(b) He/She is discharged for just cause; or

(c) He/She fails to return to work upon expiration of a leave of absence.

(d) He/She fails to give notice of intent to return to work after recall within thirty (30) days, or fails to return to work on the date specified for recall, as set forth in the written notice of recall.

8.4 Layoff or reduction of employees shall be done by the Employer with bumping rights to the least senior position within the bargaining unit, provided such employee is qualified for the positions as determined by the Town. Reduction of hours of employees shall be done by the Employer, with bumping rights to the least senior full-time position within the bargaining unit, provided both employees are qualified for their new positions as determined by the Town.

ARTICLE IX - WORKING CONDITIONS

9.1 Each employee shall have a fifteen (15) minute coffee or rest period in the a.m. and fifteen (15) minutes in the p.m.

ARTICLE X - INSURANCE BENEFITS FOR EMPLOYEES

10.1 This Article and the attached insurance matrix document contain summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrix are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall prevail.

Eligibility: The Town shall provide eligible employees who work thirty (30) or more hours per week, and their eligible dependents group health, hospitalization, dental and vision 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.

Change of Carriers/Funding Arrangements: The Town, however, reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or self-insure as it deems appropriate for any form or portion of the insurance coverage referred to in this article, so long as the new coverage and benefits are overall comparable or better to the conventional insurance set forth above.

Plan Design:

(1) Effective July 1, 2016, the PPO health, hospitalization, vision and dental
insurance plan design shall be as described in Appendix B1.

(2) Effective as soon as legally practicable following the ratification of the July 1, 2017-June 30, 2020 Agreement, the Town shall provide eligible employees and their eligible dependents as the primary Hospital, Medical and Prescription Plan an HD-IP partnered with an HSA ($2000 single/$4000 family), as described in Appendix B2.

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 B3. 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).

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

10.2 **Group Term Life Insurance.** The Employer shall provide a policy of life insurance on each employee with a death benefit of $75,000.

10.3 **Group Long Term Disability Insurance.** Long Term Disability Coverage after ninety (90) days of absence.

10.4 Full dental coverage under Riders A, B, C and D. Employees are responsible for paying the full cost associated with Riders B and/or C, at the Town’s rate.

10.5 Effective July 1, 2015, 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 PPO 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 as soon as legally practicable following the ratification of the July 1, 2017-June 30, 2020 Agreement, 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 July 1, 2019, each employee shall be responsible for twelve and one half percent (12.5%) 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, 2017, the Town shall contribute sixty percent (60%) of the deductible for the HDHP, provide 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. The payment shall be made in July each year.

In lieu of a non-taxable contribution to an individual’s HSA, the Town shall pay individuals ineligible to open an HSA, but who have otherwise enrolled in the HDHP, the same gross amounts as set forth above on a taxable basis.

10.6 Insurance Waiver.

(a) Notwithstanding the above, employees may elect to waive, in writing, all health insurance benefits and, in lieu thereof, be remunerated in the amount of fifty (50%) percent of the premium saved by the Town at the time of the waiver, because of said waiver, or in accordance with the following schedule, whichever is less:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$3,000</td>
</tr>
<tr>
<td>Two-Person</td>
<td>$4,000</td>
</tr>
<tr>
<td>Family</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

(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.

10.7 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 - BEREAVEMENT LEAVE**

11.1 (a) Employees shall be compensated for four (4) days to attend the funeral/memorial service in the case of a death in the immediate family, namely, spouse, mother, father, stepparents, stepchild, grandchild, or child.

(b) Employees shall be compensated for three (3) days to attend the funeral/memorial service in case of death of Sister, Brother, Grandmother, Grandfather, Brother-in-law, Sister-in-law, Mother-in-law, Father-in-law, Daughter-in-law, Son-in-law, Step brother or Step sister.

(c) Employees shall be compensated for one (1) day to attend the funeral/memorial service in the case of the death of an Aunt or Uncle, niece, nephew, or first cousin. Employees are limited to a maximum of one (1) day per fiscal year for such leave.

**ARTICLE XII - SICK LEAVE**

12.1 (a) All Full-Time and Part-Time hourly employees shall be entitled to eighteen (18) sick days with pay annually. Sick pay shall be based on average hours worked per day. Sick Leave may be used in one (1) hour increments.

All employees hired on or after the ratification of this July 1, 2016 – June 30, 2020 Agreement shall be entitled to twelve (12) sick leave days with pay annually. Sick leave days shall be earned at the rate of one (1) day per month. Sick leave pay shall be based on average base hours worked per day.

Sick Leave may be used in not less than one-quarter (1/4) hour increments.

(b) Employees shall accumulate their unused sick days from fiscal year to fiscal year, with a maximum accumulation of one hundred and thirty (130) days, provided however, such days may not be used for personal leave except during the fiscal year in which they are earned. A total of sixty-five (65) days of unused sick days that an employee may have accumulated shall be paid in full based on his/her current wages, to the employees who separate from employment in good standing with either twenty (20) years of service or upon normal retirement according to CMERS.

(c) Sick leave is a privilege, not a right. It is not intended as extra vacation time. Sick leave may be used for the personal illness or injury of the employee or his/her dependents. In addition, sick leave may be used when the employee or dependent is required to undergo medical, optical, or dental treatment which cannot be accomplished on off-duty time or for appointments that cannot be scheduled before or after normal work hours.
12.2 A Part-Time employee shall have the same schedule of sick days and accumulation as above, but will receive a paid sick day for only the days on which he/she is scheduled to report for work. Sick pay shall be based on employee's previous four (4) weeks work schedule, of average hours worked per day.

12.3 Each employee shall be allowed to use up to a maximum of six (6) sick days each fiscal year as personal days. Personal days may be used in increments of one-quarter (1/4) hour. An employee shall give the Mayor three (3) days' notice of selected day(s). The three (3) days' notice shall not apply in cases of emergency. The Mayor shall have the right to refuse any employee the selected day if his/her department requires his/her presence. The Mayor or his/her designate shall not have the right to refuse a second requested day.

12.4 For absences of more than three (3) consecutive days, a doctor's certificate shall be required by the Town.

12.5 A medical certificate acceptable to the Town from a duly licensed physician shall be required after the fifth (5th) sick leave occurrence and each subsequent sick leave occurrence each calendar year. A medical certificate may also be required whenever an employee has a pattern of absenteeism.

12.6 For prolonged illness or injury exceeding ten (10) consecutive days, a medical certificate from a licensed physician may be required from an employee for every two (2) week consecutive 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 specified 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.

12.7 The failure of the Town to request a medical certificate pursuant to the Sections of this Article shall not constitute a waiver by the Town of this provision. The actions of the Employer under this Section shall be subject to the Grievance Procedure.

12.8 The Town may refuse to pay sick leave benefits if investigation shows falsification of any claim for sick leave benefits. In addition, said employee may be subject to additional disciplinary action by the Town.

**ARTICLE XIII - LEAVE TIME**

13.1 The Employer may, in its absolute discretion, permit leaves of absences in addition to FMLA leave.

13.2 The Town will comply with the federal Family and Medical Leave Act (FMLA).

**ARTICLE XIV - HOLIDAYS**

14.1 (a) The following holidays shall be recognized as being within the terms of this agreement.
New Years' Day  Labor Day
Martin Luther King Day  Columbus Day
Good Friday  Veterans' Day
Memorial Day  Thanksgiving Day
Independence Day  Day after Thanksgiving
Presidents' Day  Christmas Day
Floating Holiday (2)

Floating Holidays: All full time employees shall receive two (2) floating holidays per annum. Each employee shall have the discretion to schedule one (1) floating holiday and the Mayor shall have the discretion to designate one floating holiday with ninety (90) days' notice. Notwithstanding the foregoing, floating holidays shall be approved subject to seniority so as not to interfere with the operational needs of the employer.

(b) Employees who do not actually work their last scheduled work day before and the first scheduled work day after a holiday shall be ineligible for holiday pay. Notwithstanding the foregoing, Employees who have leave approved in advance, e.g., vacation, personal, etc., and, employees who have medical certification documenting the need to be out of work, shall not be subject to this provision.

14.2 When a holiday falls on a Saturday the preceding Friday will be observed. When a holiday falls on a Sunday the following Monday will be observed.

14.3 All work performed on the above holidays will be paid for at one-and-one half (1 1/2) times the employee's regular hourly rate of pay in addition to the holiday pay.

14.4 When a holiday is observed while an employee is absent on authorized sick leave, no charge against his/her accrued sick leave will be made for that day. He/She shall receive the holiday pay instead.

14.5 Should a holiday occur during an employee's paid vacation, said employee shall be granted holiday pay for that day, or, in the alternative, another compensatory day off at a time mutually agreeable to the Mayor and the employee.

14.6 All full time hourly paid employees shall receive eight (8) hours pay for each recognized holiday and the hours shall be included in the total hours for the week in which the holiday falls. Permanent Part-Time and Part-Time employees shall receive holiday pay based on their average hours that they normally work.

ARTICLE XV - VACATIONS

15.1 Employees shall be entitled to vacations with full pay on the following basis:

(a) Full-Time and Part-Time Hourly Paid Employees:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Full Time Weeks</th>
<th>Part Time Weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>2 weeks</td>
<td>1 week available after 6 months</td>
</tr>
<tr>
<td>3 years</td>
<td>3 weeks</td>
<td></td>
</tr>
<tr>
<td>8 years</td>
<td>4 weeks</td>
<td></td>
</tr>
</tbody>
</table>
(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) **Part-Time Hourly Paid Employees.** Employees working hours for the previous year shall be used to compute their vacation. All hours paid to an employee shall be considered as time worked, in no event shall a Part-Time employee receive less than twenty (20) hours of vacation pay.

15.2 The employee’s anniversary date of employment will be used to determine the amount of vacation time due. An employee must take all vacation time earned during the year following the anniversary date on which it is earned. Earned vacation time shall not be carried over from year to year.

15.3 Seniority shall govern in choosing vacation and employees in the bargaining unit may take their vacation throughout the fiscal year. The employee’s direct supervisor or the Mayor, may, however, limit the number of employees on vacation at any one time because of operating requirements of the Departments. Regardless of seniority, an employee may not preempt a vacation period which another employee has already been granted.

15.4 Any employee whose employment with the Town is severed for any reason shall be paid all vacation time accrued pro-rata from his/her anniversary date, unless the employee is terminated for just cause.

15.5 Upon the death of an employee, payment for vacation time accrued to the date of such death shall be paid to such person or persons as are entitled by law to receive said compensation due the employee.

15.6 The rate of vacation pay shall be equal to the employee’s regular straight time hourly rate of pay, times the number of vacation hours taken, for the employee’s regular job on the pay day immediately preceding the employee’s vacation.

15.7 Vacation pay shall be paid to the employee on the last pay day prior to his/her leaving on vacation.

15.8 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. Authorized payments will be made in the first (1st) pay period following such employee’s anniversary date.

Effective July 1, 2017, any employee with twelve (12) or fewer hours of remaining vacation as of his/her anniversary date shall not be subject to the above provision and will be paid for unused hours in the first (1st) pay period following such employee’s
anniversary date.

*Vacation shall be used in no less than one-quarter (1/4) hour increments.

15.9 Employees are required to submit a written request prior to taking vacation.

15.10 The Mayor and/or his/her designee may allow an employee to charge sick time rather than vacation time if during an employee’s vacation period, he/she is sick as verified by a licensed physician.

ARTICLE XVI - HOURS OF WORK AND OVERTIME

16.1 There shall be two (2) classifications of employees:

(a) Full Time Employees; and

(b) Permanent Part-Time Employees.

16.2 (a) The regular work day shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday, including a one-half (½) hour lunch break (unpaid). By agreement between the Town and an employee, and upon notice to the Union, the work schedule may be amended in the interest of the parties. Additionally, upon thirty (30) days prior written notice to the Union, the Town may adjust the regular work day to provide eight (8) hours of work including a one-half (½) hour lunch break (unpaid) between the hours of 7:30 a.m. and 5:00 p.m. provided the schedule is maintained for a period of not less than sixty (60) days.

(b) The work day and workweek schedule shall be for fifty-two (52) weeks per year for each year of the Agreement.

(c) All employees who work more than four (4) consecutive hours shall be required to take an unpaid one-half (½) hour lunch period. The lunch break shall be between 11:00 a.m. and 2:00 p.m. and/or other time shall be arranged with the direct supervisor. Reasonable time shall be allowed for part-time employees to eat lunch.

16.3 (a) Time and one-half (1 ½) for all hours worked in excess of the regular eight (8) hour work day or forty (40) hour workweek. Sick leave shall not be considered time worked for purposes of calculating overtime after eight (8) hours in a weekday.

(b) Premium pay at the rate of time and one-half (1 ½) for all hours or fractions of hours worked on Saturday and Sunday.

(c) Employees who are called-in to work on Sundays shall be paid premium pay at the rate of double time for all hours worked except when the Sunday work is prearranged.

16.4 All Part-Time employees shall be paid time and one-half (1 ½) for all hours in excess of

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eight (8) hours per day or forty (40) hours each week. Paid sick leave shall not be considered as time worked. Premium pay at the rate of time and one-half (1 1/2) shall be paid for all hours worked on Saturday and Sunday. Part-Time employees shall not perform work which would deprive full time employees the overtime.

16.5 All hours worked beyond the established work day or workweek must be authorized by the Mayor or the employee's direct supervisor.

16.6 Any employee called to work other than his/her regularly scheduled hours or other than hours contiguous to the normal work day, shall receive a minimum of two (2) hours pay at the applicable rate.

16.7 **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/or manner identified by the Town. Failure to maintain accurate time records may result in discipline.

**ARTICLE XVII - WAGES**

17.1 (a) Effective and retroactive to July 1, 2016, the salary schedule in effect June 30, 2016, shall be increased by two and one-half percent (2.5%).

(b) Effective and retroactive to July 1, 2017, the salary schedule in effect June 30, 2017, shall be increased by two and one-half percent (2.5%).

(c) Effective July 1, 2018, the salary schedule in effect June 30, 2018, shall be increased by two and one-half percent (2.5%).

(d) Effective July 1, 2019, the salary schedule in effect June 30, 2019, shall be increased by two and one-half percent (2.5%).

(e) Employees who have less than two (2) years of service shall be placed in Step 1 and paid the rate as provided for in that step. Upon the anniversary date of two (2) years of service of any employee, such employee shall advance to Step 2 and shall be paid the rate provided for in that Step. Upon the anniversary date of five (5) years of service of any employee, such employee shall advance to Step 3 and be paid the rate provided for in that Step.

17.2 Employees who are appointed, in writing, 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 for at least forty (40) consecutive work hours, but in no event shall an employee be paid less than his/her present rate.

17.3 A schedule containing the classifications and hourly rate with effective dates for employees covered by this Agreement is attached hereto as APPENDIX A.

17.4 The Town may, in its sole discretion, hire or place an employee at a higher step based on an employee’s licensure and/or certification.
Note: Payday will be Thursday of each week.

ARTICLE XVIII - ACCESS TO PREMISES

18.1 A duly authorized officer or Union representative shall be permitted to enter the Employer's premises for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to.

ARTICLE XIX - BULLETIN BOARDS

19.1 The Employer shall provide bulletin board space for the posting of Union notices. The Union may post, on existing bulletin boards provided by the Town for the posting of notices by individual employees, notices concerning legitimate Union business. Notices posted shall be dated and authorized by the Union and shall not be derogatory, defamatory or scurrilous in character.

ARTICLE XX - NO STRIKE NO LOCKOUT

20.1 The Employer agrees that during the term of this Agreement there shall be no lockouts and the Union agrees that its officers, representatives or members will not directly or indirectly authorize, sanction, promote or participate in any strike, slowdown or other concerted interference with the Employers operation.

20.2 Participation in any of the foregoing prohibited acts by any employee or employees shall be cause for immediate discharge. Such discharge shall not be subject to the Grievance and Arbitration Procedures, except that a dispute as to whether a discharged employee participated in any such acts may be submitted by the Union to such Grievance and Arbitration Procedures.

ARTICLE XXI - SAVINGS CLAUSE

21.1 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 XXII - JURY DUTY

22.1 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, in accordance with applicable state and federal law(s). 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 XVII of this Agreement, less the amount received by the employee from the government. An employee who reports for such service and is excused therefrom shall immediately contact his/her immediate supervisor and report for work, if requested. 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 XXIII - MILITARY LEAVE**

23.1 The Employer will comply with its obligations under Federal and State Law.

**ARTICLE XXIV – VACANCY POLICY**

24.1 All vacant positions which the Town intends to fill within the bargaining unit shall be posted for a period of no less than five (5) working days prior to the issuance of any public notice of said vacancy. When possible, vacancies shall be posted ten (10) working days prior to the employee’s termination date. From among applicants qualified for a vacancy, the Town will award the position to the most qualified applicant, as determined by the Town, provided that, if, two (2) or more applicants are equally qualified, one or more of whom are employees, the Town will award the job to the senior employee. In any event, for eligible employees, such appointment shall be subject to a ninety (90) day trial period. If a bargaining unit member is awarded the position, he/she may return to his/her previous position at any time within the initial ninety (90) days, or in the event he/she fails to complete the trial period satisfactorily, only if the Town intends to fill the previous position and that position has not yet been filled. If the Town does not intend to fill the position, it shall notify the Union within sixty (60) days of the date the bargaining unit member begins his/her new position.

**ARTICLE XXV – PENSION**

25.1 The Town shall provide to all members of the bargaining unit the State Municipal Employees Retirement Fund, Plan B ("MERF B").

**ARTICLE XXVI - CREDIT UNION**

26.1 The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the Teamsters Credit Union once each month. The Employer shall make deductions and shall not be responsible for remittances to the Credit Union for any deductions for those weeks during which an employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deductions.

**ARTICLE XXVII - RESERVED FOR FUTURE USE**

**ARTICLE XXVIII - MISCELLANEOUS**

28.1 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.
28.2 No employee covered by this bargaining agreement shall have off-hours use of Town owned vehicles, unless authorized by the Mayor. This authorization may be revoked at any time by the Mayor. Should the Mayor revoke any such authorization, it shall not be a grievable issue.

28.3 Employees must request and receive approval in writing from the Mayor prior to attending mandatory and non-mandatory training. Included in any such request shall be all costs associated with the employee attending the training session including overtime costs, if any.

The Town shall pay all reasonable expenses, including tuition, registration fees, books, fees, necessary supplies and travel expenses including meals and lodging outside of the Town incurred by employees attending schools, conferences, in-service training, professional meetings, seminars, workshops, or trade courses.

28.4 Employees shall be paid the IRS rate per mile when using their own personal vehicles on Town business. The Town shall provide occasional business insurance for employees using personal vehicles. Employees will not be paid for mileage unless approved by the Mayor.

28.5 Employees have a responsibility to perform their duties so as to minimize injuries to themselves or coworkers. Failure to wear required safety gear, if any, use the required safety equipment, as directed, or comply with Town safety rules will result in disciplinary action by the Town.

28.6 If Town Hall should close due to inclement weather, employees, who are not on leave requested before the determination to close Town Hall, shall be paid at a straight time rate for that portion of the time that Town Hall is closed. If an employee elects not to report for duty due to inclement weather when Town Hall otherwise is open, the employee must utilize paid leave (i.e., vacation, personal, sick) for that period of time.

28.7 End of Year Payment:

(a) (Amend). Full Time Employees shall receive $20 for each full year of service as of December 1\textsuperscript{st}. Full time employees who have successfully completed their probationary period through those who have completed five (5) full years of service as of December 1\textsuperscript{st} shall receive $100.00.

(b) Permanent Part-Time Employees shall receive $10 for each full year of service as of December 1\textsuperscript{st}. Part time employees who have successfully completed their probationary period through those who have completed five (5) full years of service as of December 1\textsuperscript{st} shall receive $50.00.

**ARTICLE XXIX - EDUCATION INCENTIVE**

29.1 Any employee who successfully completes a job-related course which has been pre-approved in writing by the Mayor or his/her designee shall be reimbursed by the Town for
the course tuition and for the expense of the books required in connection with said course, per the below schedule, provided, the aforementioned reimbursement shall only be granted in connection with one (1) course per semester and a maximum of two (2) courses per fiscal year; however, the Town will provide, per fiscal year, for a maximum reimbursement pool of up to $5,000 for all employees. Further, the maximum total lifetime reimbursement for any individual employee is $20,000. Employees will sign the Incentive Reimbursement form (attached to Agreement) prior to receiving any reimbursement from the Town.

(a) Upon completion of any approved course, reimbursement shall be payable as listed:

Grade A - 100%
Grade B - 100%
Grade C - 75%

Courses or certifications graded Pass/Fail. Pass shall be 100% reimbursement; Fail shall be 0%.

(b) Since the rationale for Town reimbursement of the cost of such courses and classes is that such courses significantly improve the work of any employee, thereby benefiting the Town of Montville, any employee voluntarily resigning or is terminated for cause, shall refund the following percentages of contribution either by direct payment or by withholding of the appropriate portion of the employee's terminal pay as below.

If the employee leaves within one (1) year
If the employee leaves within 1-2 years
If the employee leaves within 2-3 years
Over three years

100% return
80% return
50% return
NO RETURN

(c) Employees participating in any such professional education shall do so during non-working hours unless otherwise approved by the Mayor or his/her designee. No compensation will be paid for any course completed prior to the signing of this Agreement.

ARTICLE XXX - RESERVED FOR FUTURE USAGE

ARTICLE XXXI - WORKERS' COMPENSATION

31.1 An employee totally disabled, unable to work, and receiving Workers' Compensation payments due to a job related injury or illness shall continue to receive their regular pay less the amount of the Workers' Compensation payment for up to six (6) months from the date of the injury or until Workers' Compensation payments cease, whichever is sooner. The intent of this provision is to ensure that employees do not earn more than base pay while receiving Workers' Compensation and differential pay.

31.2 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. Said time will be credited when compensation becomes effective. If the employee is deemed eligible for Workers’ Compensation benefits, then the Town will be provided with the payment; the Town will credit the employee for the time period up to the determination with the appropriate amount of non-taxable pay. If the employee is not deemed eligible for Workers’ Compensation, his/her absence will retroactively be charged to sick, vacation and personal leave.

**ARTICLE XXXII - DURATION**

32.1 This Agreement shall become effective July 1, 2016 and shall remain in full force and effect up to and including June 30, 2020, at which time either party may serve written notice one hundred and twenty (120) days previous of their desire to negotiate a new Agreement. Should neither party give such one hundred and twenty (120) day notice this Agreement shall remain in full force and effect until such notice is given and for sixty (60) days thereafter.

32.2 The terms and provisions of this Agreement shall be binding upon the Employer and the Union and each employee in the bargaining unit described herein.
SIGNATURE PAGE

IN WITNESS WHEREOF, said parties have caused this Agreement to be executed by their duly authorized representatives on this 1st day of August, 2017.

Signed, Sealed and Delivered in the Presence of:

THE TOWN OF MONTVILLE

BY: ____________________________
Ronald K. McDaniel, Mayor

GENERAL TEAMSTERS LOCAL 493

BY: ____________________________
President/Business Agent

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## APPENDIX A – WAGE SCHEDULE

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APPENDIX B – MEDICAL INSURANCE PLAN SUMMARY (IES)

APPENDIX B1 (2016-17 PPO Plan design)

Century Preferred
Non-Gatekeeper

$25 Office Visit Copay
$0 Wellness
$200 Hospital Copay
$125 Outpatient Surgery Copay
$25 W1/$75 UC/$100 ER Copay

Out of Network:
Deductible $400/800/1,000
Co-ins. 80/20
OOP $3,000/6,000/9,000

Public Sector Rx (P2)
$10/20/30, mail order 2x copay for
100 day supply
$2,000 CYM retail and mail order
APPENDIX B2 (July 1, 2017)

*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
- Rx 30% after deductible
- $4,000/$8,000 Out of pocket max
APPENDIX B2 (July 1, 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 $10/30/40 after deductible
$3,000/$6,000 Out of pocket max

Out-of-Network
$2,000/$4,000 Deductible
70% Co-insurance, after deductible
Rx 30% after deductible
$4,000/$8,000 Out of pocket max
APPENDIX B3
(2017-18; 2018-19; 2019-20
Buy Up PPO Plan design)

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
ATTACHMENT 1 (TEAMSTERS 93-96)

EDUCATION INCENTIVE REIMBURSEMENT AGREEMENT

NAME:  

DEPARTMENT:  

COURSE TITLE:  

COLLEGE/INSTITUTION:  

DATE OF COMPLETION:  

GRADE RECEIVED:  

COURSE COST:  $_______

I, __________________________, give my authorization to the Town of Montville to deduct from my last paycheck, any amount of reimbursed college incentive payments owed to the Town of Montville under the current bargaining agreement.

______________________________  ______________________________
Date  Employee Signature

Subscribed and sworn to before me, the undersigned officer, on this the _________ day of _____________________, 20____.

___________________________________________
Notary Public

(Seal Required)