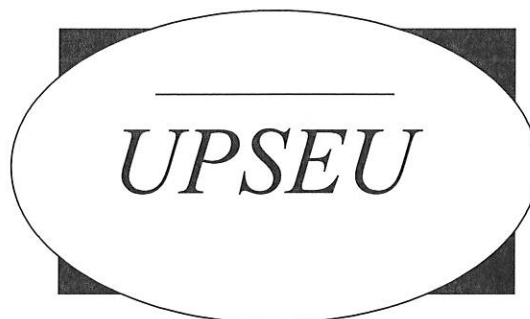


COLLECTIVE BARGAINING AGREEMENT

By and Between

The Town of Southington

and the



UNITED PUBLIC SERVICE EMPLOYEES UNION

Local 424-Unit 11

Supervisors

July 1, 2016 - June 30, 2020

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**AGREEMENT BETWEEN
THE TOWN OF SOUTHLINGTON
And
UNITED PUBLIC SERVICE EMPLOYEES
LOCAL 424-11**

This Agreement is entered into by and between the Town of Southington (hereinafter referred to as the "Town") and United Public Service Employees Union Local 424-11 (hereinafter referred to as the "Union"). It is the intention of the parties entering into this Agreement to maintain a harmonious relationship between them recognizing the legitimate needs of the employees covered as well as the obligation of the Town to the Public.

**ARTICLE I
UNION RECOGNITION**

Section 1.0

The Town recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for the following employees:

Recreation Director	Building Official
Assistant Highway Superintendent	Director of Youth Counselor Services
Assistance Finance Director	Assistant Park Superintendent
Assistant Town Engineer	Treasurer
Executive Director/Senior Center	IT Manager
Community Service Director	Assistant Town Planner
Director of Assessment & Revenue	Deputy Tax Collector
Assistant Building Inspector	
Assistant Director/Head Reference Librarian	

Section 1.1

If the Town shall create any new supervisory position(s) during the life of this Agreement, it will meet with the Union in an attempt to arrive at a mutual determination as to inclusion or exclusion from the bargaining unit. In the event they are unable to agree the Town at its option may rescind the creation of the position or refer the matter to the State Labor Relations Board for determination under Section 7-471(2) of the General Statutes in which event the Town's option to rescind will no longer be effective.

If the position(s) is determined to be within the scope of the bargaining unit the Town and the Union shall negotiate the pay rate, hours of work and any changes from the initial job description.

Section 1.2

All bargaining unit work will be done by bargaining unit employees. This does not preclude the Town from supplementing its forces with contract units or other forces.

Section 1.3

All employees of the bargaining unit will be used if possible before outside help is used.

ARTICLE II
UNION SECURITY

Section 2.0

All employees in the bargaining unit shall, from their date of hire and thereafter as a condition of employment pay an initiation fee, monthly dues, or service fees, as specified by the Secretary of the Union.

Section 2.1

The Town agrees to deduct from the pay of all its employees, who authorize such deductions from their wages, such initiation fees, dues, or service fees as may be fixed by the Union.

Section 2.2

The deduction for any month shall be made bi-weekly and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made not later than the last day of said month.

Section 2.3

The Town agrees that there will be no lockout of any of its employees during the life of this Agreement. The Union agrees there will be no strike during the life of this Agreement.

Section 2.4

The Town will place a bulletin board in an accessible place in Town Hall for exclusive use of the Union.

Section 2.5

The Town will provide each employee with a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement; new employees will be provided with a copy of this Agreement at the time of hire. Five (5) signed copies will be sent to the Union by the Town.

Section 2.6

The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Town for the purposes of complying with the provisions of this Article.

ARTICLE III
HOURS OF WORK

Section 3.0

The regular work day and work week for bargaining unit employees, except for the Assistant Director/Head Reference Librarian, shall be seven (7) hours a day and five (5) consecutive days a week, Monday through Friday, for a total of thirty-five (35) hours per week except those employees who are now regularly scheduled for forty (40) hours per week shall continue on such schedule.

The Assistant Director/Head Reference Librarian will be required to work the regular schedule of full-time library employees: Seven (7) hours per day, thirty-five (35) hours per week, Monday through Saturday, no more than two (2) days from 1:00 p.m. to 9:00 p.m., and the remaining days shall be 9:00 a.m. to 5:00 p.m. This position is assigned to a rotation schedule for work on every third Saturday.

Section 3.1

Overtime at time and one-half (1-1/2) will be paid for all hours worked beyond eight (8) hours per day, Monday through Friday and any hours worked on a Saturday. All other hours of work shall be paid at straight time except: (a) all work performed on Saturday shall be time and one-half (1-1/2); (b) all work performed on Sunday shall be at double (2) time; and, (c) double (2) time shall be paid for all work performed on holidays designated in Article IV, Section 4.0, plus holiday pay. All overtime as described in this Section shall be conditional upon the outcome of discussions and/or procedures as specified in Section 3.2 below. Overtime must be approved by the Town Manager or by the Board or agency authorizing overtime.

Employees, in lieu of the foregoing provision, may opt to participate in the "Over-35/Over-40 Comp Time" program set forth in Appendix A.

Section 3.2

The Union President or Chief Shop Steward may approach the Town Manager at anytime during the term of this Agreement to discuss an employee's eligibility for overtime pay for regularly scheduled work outside of the normal working hours as specified in Section 3.0 above. In any grievance arising from the Town's determination under this Section, the

Union will be required to show that the Town has acted unfairly and has substantially changed prior practices

ARTICLE IV **HOLIDAYS**

Section 4.0

The following holidays shall be observed as days off with full pay:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	One Half-day on Christmas Eve
July 4 th	Christmas Day
Labor Day	One Half-Day on New Year's Eve

The Assistant Director/Head Reference Librarian will follow the Holiday schedule of all full-time library employees, so long as there is no reduction in the number of holidays.

Section 4.1

Holidays falling on a Sunday shall be celebrated on Monday. Holidays falling on a Saturday shall be celebrated on the preceding day. For example, if Christmas day falls on Sunday and Christmas Eve falls on Saturday, Christmas Day will be celebrated on Monday, and the one half-day for Christmas Eve will be celebrated on Friday.

Section 4.2

If a holiday occurs while an employee is out on sick leave, the employee will have an option of accepting the day as a holiday with no charge to sick leave or of charging the day to sick leave providing a Doctor's certificate verifies the illness, and take a day off at a later date.

ARTICLE V **SENIORITY/LAYOFF/JOB POSTINGS**

Section 5.0

The Town shall prepare a list of regular full-time employees showing their seniority in length of service with the Town and deliver the same to the Union on December 1st of each year. Upon completion of their probationary period, new employees shall be added to the list.

Section 5.1

New bargaining unit employees shall serve a probationary period of six (6) months. With notice to the employee and the Union, the Town may extend the initial probation period by no more than ninety (90) calendar days. During their respective probationary period all new employees shall have no contractual seniority but shall be subject to all other provisions of the Agreement with the following exception. During their probationary period new employees shall be subject to discharge or other discipline by the Town upon a determination by the Town in its sole and exclusive discretion that services of the probationary employee have been in any way unsatisfactory. Neither the probationary employee nor the Union in such case shall have recourse to the grievance and arbitration provisions of this Agreement. All employees who have completed their contractual probationary period shall become regular full time employee(s) and his or her seniority shall date back to the original date of hire.

Section 5.2

Employees shall not be discharged without just cause, except as provided in 5.1 of this Article.

Section 5.3

The employee filling the classification to be eliminated shall be laid off upon position elimination, unless he or she is more qualified to perform the duties of an existing position, as determined by the Town Manager. In such an event, the displaced employee shall be laid off. Laid off employees shall be placed on a recall list for a period of twenty-four (24) months from their date of layoff and will be offered a bargaining unit vacancy while on recall for which they are qualified and which is of equal or lesser pay than the position from which they were laid off.

Section 5.4

The Town shall give employees affected at least two (2) weeks advance notice of layoff or wages in lieu thereof.

Section 5.5

The right of an employee to return to work upon recall shall be forfeited if not exercised within ten (10) working days of notification, which shall be deemed given on the postmarked date when sent by registered or certified mail to the last known address of the employee on file in the Town's personnel office. Any employee on layoff shall be offered reemployment prior to the Town hiring new employees provided that they meet all of the qualification for the position.

Section 5.6

All job vacancies, existing or newly created, covered by this Agreement shall be posted for a period of five (5) days and such jobs shall be filed in accordance with the Town's procedures. Any employee may apply in writing for the posted job to the Town Manager during this period.

ARTICLE VI
WAGES

Section 6.0

Classifications and wages are attached to this Agreement as part hereof, identified as Schedule A. Employees shall receive the rate of pay specified in their classification, on a biweekly basis via direct deposit.

Section 6.1

Employees hired on or before July 1, 2013, shall receive annually (on or about December 15th) a longevity payment for total years of service with the town in accordance with the schedule which follows:

After eight (8) years of service \$300.00 dollars.

After fifteen (15) years of service \$450.00 dollars.

Section 6.2

Members of the bargaining unit who are required to use their own vehicles shall be compensated at the IRS rate per mile.

ARTICLE VII
INSURANCE AND PENSION

Section 7.0

The Town shall provide and pay for the full cost of life insurance for each employee in the amount of his/her annual salary, as listed in the applicable Schedule of this Agreement, rounded to the nearest \$1,000.

Section 7.1

- A. The Town shall only provide an HSA plan, or a high deductible health care plans with a health savings account feature, including the following components:

UPSEU Local 424, Unit 11
July 1, 2016 to June 30, 2020

Cost Share Provisions	In-Network	Out-of Network (OON)
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Medical Cost Share	0%/100% (no member copays or coinsurance)	20/80% after deductible, up to co-insurance maximum
Prescription Drug Coverage	<p>July 1, 2016 - No copayments for prescription drugs</p> <p>July 1, 2017 - No copayments for prescription drugs</p> <p>July 1, 2018 and July 1, 2019 - Subject to deductible then: \$5 Generic, \$20 Preferred Brand, and \$30 Non-Preferred Brand, up to co-insurance maximum</p>	<p>July 1, 2016 - No copayments for prescription drugs</p> <p>July 1, 2017 - No copayments for prescription drugs</p> <p>July 1, 2018 and July 1, 2019 -20/80% after deductible, up to co-insurance maximum</p>
Coinsurance Maximum	<p>July 1, 2016 - \$0 Medical</p> <p>July 1, 2017 - \$0 Medical</p> <p>July 1, 2018 and July 1, 2019 - \$0 Medical \$500/\$1,500 RX</p> <p>(Includes In-Network Post Ded. RX Copays)</p>	<p>\$2,000/4,000</p> <p>(Includes OON Medical and OON RX Coinsurance)</p>
Annual Combined In and Out of Network Out-of-Pocket Maximum ⁽¹⁾	<p>July 1, 2016 - \$4,000/\$8,000</p> <p>July 1, 2017 - \$4000/\$8,000</p> <p>July 1, 2018 and July 1, 2019 -</p>	<p>July 1, 2016 - \$4,000/\$8,000</p> <p>July 1, 2017 - \$4000/\$8,000</p> <p>July 1, 2018 and July 1, 2019 -</p>

	\$2,500/\$5,500 (includes deductible and in-network and out-of-network cost shares) (Includes In-Network Post Ded. RX Copays)	\$4,500/\$9,500 (includes deductible and in-network and out-of-network cost shares)
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits

(1) Note: If a participant incurs no out-of-network services after the deductible the total Out-of-Pocket Max would be limited to \$2,500/\$5,500.

The Town shall contribute fifty percent (50%) of the applicable HSA deductible amount. The Town's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on a bi-annual basis; first payroll in July and January. The parties acknowledge that the Town's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed Supervisors. The Town shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The following premium cost sharing provisions shall apply to the HSA plan during the term of this Agreement:

Effective July 1, 2016, the Town agrees to pay eighty-four percent (84%) of the cost of coverage under the HSA plan. Effective July 1, 2017, the Town agrees to pay eighty-three percent (83%) of the cost of coverage under the HSA plan. The remaining portion of the premium costs shall be paid by the employees by way of payroll deductions.

Wellness Incentive: If an employee and the employee's enrolled spouse and dependents (if applicable) each complete one preventive physical examination during calendar year 2017 and 2018, the employee will pay the discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2018 and July 1, 2019. If an employee and the employee's enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2017 and 2018, the employee will pay the non-discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2018 and July 1, 2019. In addition,

	Discounted Contribution	Non-discounted Contribution
Effective July 1, 2018	18%	20%
Effective July 1, 2019	18%	20%

An HRA shall be made available for any employee who is precluded from participating in the HSA bank account because the individual receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Town shall not exceed the Town's annual deductible contribution for those in the HSA. Premium contributions for the individuals in the HRA shall be the same as the HSA.

The Town will be permitted to substitute a medical insurance plan for the HSA plan under the following terms and condition:

1. Anthem is substituted for an equally reputable insurance provider;
 2. the coverage for all items currently covered (*e.g.*, physician, hospitals, prescriptions, patient services, equipment, *etc.*) are all equal or better than the existing coverage;
 3. the list of participating physicians and facilities covered in-network and without additional co-pays is comparable; and
 4. the substitution is not implemented prior to either agreement of the Union or arbitration award confirming compliance with the above conditions.
- B. Accidental Death and Dismemberment coverage equal to the amount of life insurance for which the employee is eligible under Section 7.0 above.
- C. The Anthem Full Service Plan for Dental Care with the dependent child rider to age 23 and dental rider A.
- D. The Town may change the carriers for any of the foregoing insurance, provided that the benefits shall be comparable or better than those provided in the above referenced coverage.
- E. Upon retirement, an employee may purchase health insurance coverages at the employee's expense. The above coverages, excluding life insurance but including Medigap coverages, shall be available at group C.O.B.R.A. rates.
- F. Employees hired before July 1, 2016 may elect to waive all health insurance benefits. Employees electing this option will do so on July 1st. Any employee waiving

coverage for which he/she would otherwise be eligible shall be paid according to the following schedule:

1. Any employee eligible for family coverage who elects to waive health insurance coverage shall receive a payment of \$3500;
2. A Any employee eligible for 2-person coverage who elects to waive health insurance coverage shall receive a payment of \$2500;
3. Any employee eligible for single coverage who elects to waive health insurance coverage shall receive a payment of \$1500;

The annual payment as stipulated above shall be made in two equal installments on or about December 1st and June 1st.

Employees choosing this option shall be able to change their options on July 1 for any reason and/or at one other time during the year if there has been a significant change in the employee's circumstances, such as divorce, death of a spouse, *etc.*, which warrants such change of option. Such request for change must be submitted to the Town manager's office at least sixty (60) days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations, including the waiting periods, which may then be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier.

- G. Employees will have the option of purchasing long-term disability and short-term disability insurance through AFLAC at the employees' cost.

Section 7.2

Workers' Compensation. Whenever an injury occurs to an employee for which compensation is payable under the State Workers' Compensation Act, the amount of salary paid to the employee by the Town, when combined with the compensation received under the Act, shall be equal to ninety percent (90%) of his gross regular salary for the first thirty (30) days, eighty percent (80%) for the period between thirty (30) and ninety (90) days, and seventy five percent (75%) beyond ninety (90) days. In the event that the listed difference of gross regular salary is paid to an employee by the Town while he is eligible to receive compensation, all such compensation, excluding specific awards received by the employee, shall be turned over to the Town Treasury. Any employee may elect not to accept the Town's supplemental payment, and be paid only the mandated compensation provided under the Workers' Compensation Act, but in such case, said compensation shall fully extinguish, except for the provision of insurance benefits, the Town's financial liability to the employee as set forth in this Section.

In the event that an employee has reached maximum medical improvement and is unable to return to full duty after two (2) years, the Town may separate the employee from

employment, provided such determination is supported by an independent medical examination.

Section 7.3

Pension. The employees covered by this Agreement will be provided with coverage under the Connecticut Municipal Employees Retirement Fund "B" including credit for prior years of service with the Town.

Reopener for June 30, 2014 or earlier in the event the Attorney General issues an opinion regarding the grandfathering of CMERS.

ARTICLE VIII **VACATIONS**

Section 8.0

35 hour per week employees covered by this Agreement who have completed the following periods of continuous employment with the Town shall accrue vacation leave on a monthly basis as defined in the following table:

<u>Length of Continuous Service</u>	<u>Vacation Leave Accrual</u>
Six months to 1 year Employees shall not be permitted to take vacation during the first six months of employment	5.84 hrs/mo = 10 days
1 year up to but not including 5 years	5.84 hrs/mo = 10 days/yr
5 years up to but not including 10 years	8.75 hrs/mo = 15 days/yr
10 years up	11.67 hrs/mo = 20 days/yr

In addition to the 8.75 hrs/month accrued from 5 years up to but not including 10 years, an employee shall accrue an additional .59 hrs/month in years 7 and 9. (.59 hrs/month = 1 day/yr). An employee's accrual in years 7 and 9 shall not be more than 9.34 hrs/month.

In addition to the 11.67 hrs/month accrued from 10 years and up, an employee shall accrue an additional .59 hrs/month in year 11 and every other odd year

thereafter. (.59 hrs/month = 1 day/yr) (i.e., year 13, 15, 17, etc.) An employee's accrual in year 11 and every other odd year thereafter shall not be more than 12.26 hrs/month.

40 hour per week employees covered by this Agreement who have completed the following periods of continuous employment with the Town shall accrue vacation leave on a monthly basis as defined in the following table:

<u>Length of Continuous Service</u>	<u>Vacation Leave Accrual</u>
Six months to 1 year Employees shall not be permitted to take vacation during the first six months of employment	6.66 hrs/mo = 10 days
1 year up to but not including 5 years	6.66 hrs/mo = 10 days/yr
5 years up to but not including 10 years	10.00 hrs/mo = 15 days/yr
10 years up	13.33 hrs/mo = 20 days/yr

In addition to the 10.00 hrs/month accrued from 5 years up to but not including 10 years, an employee shall accrue an additional .67 hrs/month in years 7 and 9. (.67 hrs/month = 1 day/yr). An employee's accrual in years 7 and 9 shall not be more than 10.67 hrs/month.

In addition to the 13.33 hrs/month accrued from 10 years and up, an employee shall accrue an additional .67 hrs/month in year 11 and every other odd year thereafter. (.67 hrs/month = 1 day/yr) (i.e., 13, 15, 17, etc.). An employee's accrual in year 11 and every other off year thereafter shall not be more than 14.00 hrs/month.

An employee hired on or before July 1, 2013 shall not lose any unused vacation leave currently accrued, and may carry over such leave from year to year until his or her accrued and unused vacation leave is less than forty-five (45) days. Once an employee's accrued vacation leave is less than forty-five (45) days, the employee may not carry over more than forty-five (45) vacation days per year. Employees must reduce his or her accrued vacation leave down to forty-five (45) days no later than June 30, 2017. If an employee has not reduced his or her vacation days to forty-five (45) by June 30, 2017, the employee shall forfeit any days over forty-five (45) days.

For all other employees, no more than forty-five (45) accrued and unused vacation days may be carried over each year.

Section 8.1

Choice of vacation periods shall be at the employee's discretion, subject to the approval of the Town Manager, Department Head or the appropriate Board or Commission.

Section 8.2

In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick days to his sick leave.

Section 8.3

- A. In the event a 35 hour per week employee terminates his service with the Town and has vacation days accrued, he shall be paid for unused accrued hours, not to exceed thirty (30) days or 210 hours.

In the event a 40 hour per week employee terminates his service with the Town and has vacation days accrued, he shall be paid for unused accrued hours, not to exceed thirty (30) days or 240 hours.

- B. In the event of a 35 hour per week employee's death and he has vacation days accrued, his spouse and/or minor children shall receive those monies for unused accrued hours not to exceed forty-five (45) days or 315 hours. If the employee has neither spouse nor minor children, his estate shall receive those monies for the unused accrued hours, not to exceed forty-five (45) days or 315 hours.

In the event of a 40 hour per week employee's death and he has vacation days accrued, his spouse and/or minor children shall receive those monies for unused accrued hours not to exceed forty-five (45) days or 360 hours. If the employee has neither spouse nor minor children, his estate shall receive those monies for the unused accrued hours, not to exceed forty-five (45) days or 360 hours.

Section 8.4

An employee may donate vacation to seriously ill or injured members. Starting on July 1, 2013, the maximum donation shall be fifty (50) hours per employee over the life of the employee's employment with the Town.

ARTICLE IX
LEAVE PROVISIONS

Section 9.0

Sick Leave. Each 35 hour per week employee shall be entitled to a sick leave which shall accrue at a rate of 8.75 hours per month for a total of fifteen (15) working days in any fiscal year. Maximum accrual shall be 840 hours or one hundred twenty (120) working days.

Each 40 hour per week employee shall be entitled to a sick leave with full pay which shall accrue at a rate of 10 hours per month for a total of fifteen (15) working days in any fiscal year. Maximum accrual of 960 hours or one hundred twenty (120) working days.

Section 9.1

Sick leave may be used for the following purposes:

- A. Personal illness, physical incapacity, injury or exposure to contagious disease.
- B. Enforced quarantine of the employee in accordance with community health regulations.
- C. For attendance upon members of his household whose illness or injury requires the care of the employee. As used in this section, household shall mean two or more persons living together in a single dwelling unit. This provision shall also apply to care for the victims of domestic violence in accordance with state law.
- D. To meet medical or dental appointments.

Section 9.2

With respect to suspected sick leave abuse, the Department Head or the Town Manager will first verbally warn an employee that they are a sick leave abuser. Following the issuance of the verbal warning, the Department Head or the Town Manager, may, at his or her discretion seek medical verification of sick leave use for each further sick leave occurrence.

Section 9.3

Personal Leave. Each 35 hour employee may be entitled to personal leave which shall accrue at a rate of seven (7) hours per quarter for the first three quarters of each fiscal year (July 1st - one day, October 1st - one day, January 1st - one day) for a total of twenty-one (21) hours or three (3) working days in any fiscal year. Personal leave shall not be used as a vacation. Personal leave shall not carry over year to year.

Each 40 hour employee may be entitled to personal leave which shall accrue at a rate of eight (8) hours per quarter for the first three quarters of each fiscal year (July 1st - one day,

October 1st - one day, January 1st - one day) for a total of twenty-four (24) hours or three (3) working days in any fiscal year. Personal leave shall not be used as a vacation. Personal leave shall not carry over year to year.

Section 9.4

Bereavement Leave. A maximum of five (5) days with pay will be allowed in the event of a death in the immediate family. "Immediate family" shall mean: father, mother, spouse, and child. A maximum of three (3) days with pay will be allowed in the event of the death of sister, brother, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law. For aunts, uncles, and first cousins of the employee or his/her spouse or the spouse's grandparents, a maximum of one (1) day will be allowed in association with the funeral, except when such relative is an actual member of the household when three (3) days will be allowed.

It is agreed that for aunts, uncles, and first cousins of the employee or his/her spouse or the spouse's grandparents, the employee shall provide a copy of the obituary within a reasonable amount of time not to exceed thirty (30) days.

Section 9.5

Union Leave.

- A. Union Officials shall be allowed to attend Official Union conventions without loss of pay for the period required to attend the function, not to exceed one (1) week and not more than one (1) official, in any fiscal year.
- B. Three (3) employees as designated by the Union shall be allowed the necessary time off without loss of pay for the purposes of contract negotiations; no more than one from any single department.
- C. The Town agrees to recognize the Union representatives duly appointed by the Union for the purposes of adjusting grievances and other labor-related business with the Town. The Local President (or his/her designee) and aggrieved employee shall be paid for attendance at any grievance arbitration hearing or Labor Board informal or formal hearing provided the Local President (or his/her designee) and/or the aggrieved employee attend such hearing during their scheduled working hours.

Section 9.6

Jury Duty. Employees shall be granted leave with full pay for jury duty requiring an appearance before a court or other public body, such employee shall receive that portion of their regular pay which will, together with their jury duty pay, equal to their total salary or wages for the same period.

Section 9.7

Military Leave. Up to two (2) weeks military leave may be granted for service on active reserve or National Guard Duty, during which an employee shall be paid the difference between his regular salary and military base pay.

Section 9.8

- A. No employee shall lose any seniority standing because of any military service including service in the National Guard or Organized Reserves.
- B. On return from military service an employee shall be reinstated in his former job or one of like rank and shall receive credit for the yearly increments awarded during his absence on military service provided that he reports for duty within ninety (90) days of his discharge from military service.
- C. The Town will pay to the employee's Retirement Fund, the employee's annual assessment.
- D. The employee's accumulation of sick leave, upon leaving, shall be retained to his credit when he returns.

Section 9.9

Eligible employees shall be allowed leave under the Family Medical Leave Act.

Section 9.10

Each employee shall be notified in writing on or about July 15th of each year of his/her accrued vacation and sick leave, and accumulated personal leave.

ARTICLE X **SAFETY AND HEALTH**

Section 10.0

The Town Manager and the President of the Union shall comprise a Safety Committee to review the needs of the bargaining unit regularly.

Section 10.1

- A. Foul weather gear shall be furnished to all employees working in conditions exposed to severe elements, *i.e.*, rain gear, boots, etc.

- B. Steel helmets and safety glasses shall be furnished to employees working in hazardous locations and equipment.
- C. Clothing that is damaged in line of work will be replaced by the Town and is limited to a maximum of \$200 per year. Receipt(s) must be provided as a condition of reimbursement.

Section 10.2

Employees working beyond the regular working hours shall receive a meal allowance of \$10.00 per meal, if employed during the meal hour of 6:00 p.m.; and, \$6.50 per meal, if employed during the meal hours of 12:00 midnight and/or 6:00 a.m. If employed on a paid holiday or Sunday, the noon meal will also be paid at the \$6.50 rate. In order to be eligible for reimbursement under this provision, a receipt must be submitted no later than thirty (30) days after having incurred the expense.

Section 10.3

The Town shall provide, free of charge to the employee, medical injections for the prevention and treatment of the contagious diseases such as poison ivy, flu and tetanus.

ARTICLE XI **DISCIPLINARY PROCEDURE**

Section 11.0

- A. All written reprimands, suspensions without pay and discharges shall be for just cause and shall not be inconsistent with the infraction for which disciplinary action is being applied.
- B. Disciplinary action shall include:

- 1. Written reprimand;
- 2. Suspension without pay;
- 3. Discharge.

Nothing herein shall, however, preclude the Town, in cases of serious misconduct, from immediately implementing a suspension or discharge.

- C. All suspensions and discharges must be confirmed in writing with reason given and a copy given to the employees and the Union.

- D. All disciplinary action on the service record of an employee which takes place more than five (5) years before a subsequent infraction will not be used in any subsequent disciplinary action by the Town against an employee. Oral reprimands shall be removed from an employee's record after three (3) years.

Section 11.1

Any charge or complaint made by a member of the public against a bargaining unit member may be investigated by the Town. A copy of such written complaint or description of any verbal complaint must be given to the employee and the union within two (2) working days of receipt of the complaint. All complaints, verbal or written shall state the specifics of any alleged incident and names of the parties involved. Members so charged may grieve such action through the grievance procedure.

ARTICLE XII **GRIEVANCE PROCEDURE**

Section 12.0

A grievance shall be defined as an alleged misinterpretation or misapplication of a specific provision of this Agreement. Grievances will be processed in the following manner at the request of either party:

- A. Between the aggrieved employee, the Union Representative and the Town Manager.
- B. In the event there is no settlement within five (5) days in Step (A.) above, the Union may submit the matter to arbitration by the State Board of Mediation and Arbitration. The decision of the arbitrator shall be final and binding on both parties.

Grievances must be filed within twenty (20) days of the event or the employee and the Union are stopped from any future claim against the Town of Southington.

Section 12.1

Officers and Stewards of the Union shall be designated by the Union for the purpose of adjusting grievances and/or contract negotiations shall be afforded the necessary amount of time without loss of pay to conduct such business.

Section 12.2

Failure of the employees or the Union or Town to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times as to any other occurrence or occurrences, whether the circumstances are, or are not the same

ARTICLE XIII
SAVINGS CLAUSE

Section 13.0

Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE XIV
NO DISCRIMINATION

Section 14.0

Both parties agree to continue their policies of not discriminating against any employee on the basis of race, color, religion, age, sex, national origin, marital status, sexual orientation, mental disability, physical disability which is unrelated to the ability of the employee to perform a particular job, gender identity or other protected classifications under federal, state or local law. As used in this Agreement, masculine or feminine pronouns shall include reference to either sex. This provision shall be subject to the local grievance procedure only and shall not be subject to grievance arbitration.

ARTICLE XV
MISCELLANEOUS

Section 15.0

Each employee shall receive an annual written evaluation.

Section 15.1

- A. If an employee is assigned to a position within a higher pay classification for a continuous period of at least thirty (30) calendar days, he/she shall receive compensation equivalent to the pay rate in the higher classification. Such higher classification pay shall be retroactively paid from the first (1st) calendar day the employee worked in the higher classification if he/she meets the thirty (30) day requirement stated above.
- B. To be considered "assigned" to such higher classification work referenced in Section 1 above, an employee must be assigned to perform the work in the higher classification in writing by the Town Manager. A mere assumption of the duties

absent Town Manager designation shall not constitute "assignment" within the meaning of this Article.

- C. If an "assigned" employee does not possess the requisite knowledge, skills, abilities, education and/or experience required by the higher classification as determined by the Town, the Town Manager and the Union will meet to discuss an appropriate rate of compensation commensurate with the additional responsibilities. Such meeting shall take place within fifteen (15) calendar days of the Town Manager's written assignment if requested by the Union. Failure to request such a meeting shall constitute a waiver by the employee and the Union of any and all rights to claims or future claims for further consideration.

Section 15.2

All bargaining unit employees who use cars owned by the Town shall only use the cars for official Town business. The employees shall not use the Town owned cars for commuting back and forth to work and shall not use the cars for personal business at any time.

Section 15.3

The Town shall provide to each present employee, and to each new employee when he/she is hired, a copy of the contract and insurance booklets and pension booklets as produced by the State Controller's office.

Section 15.4

Employees shall be allowed to participate in the ICMA/RC 457 plan. The Town shall be liable for no contribution to the plan.

Section 15.5

Employees shall report and be responsible to their supervisors as specified below:

Ass't. Hwy. Superintendent	- applicable Department Head
Ass't. Finance Director	
Ass't. Town Engineer	
Ass't. Park Superintendent	
Ass't Town Planner	
IT Manager	
Ass't Building Inspector	
Deputy Tax Collector	
Ass't Director/Head Reference Librarian	

Director of Assessment and Revenue - Town Manager
Building Official
Director of Youth Services
Community Service Director
Treasurer
Exec. Dir./Senior Center
Recreation Director

Nothing herein shall, however, preclude the Town from establishing a different chain of command with written notice to the employee and Union.

Section 15.6

The Town shall provide each employee with a copy of his/her job description and shall provide a set of all bargaining unit job descriptions to the Local President.

ARTICLE XVI **TOWN RIGHTS**

Section 16.0

The Town reserves and retains, solely and exclusively, all its rights, express or implied, to manage the Town and its employees as such rights existed prior to the execution of this Agreement. The Union agrees that the functions and rights of management belong solely to the Town and that the Union will not interfere with the Town's exercise of these rights and functions.

1. Enumerated Rights. The exclusive functions and rights of the Town include, but are not restricted to, the right to: direct the operation of the Town in all aspects; select and employ new personnel; manage the Town and the direction of its work force; determine methods and levels of financing and budget allocation; maintain and operate buildings, lands, apparatus and other property used for Town purposes; prepare and submit budgets and, in its sole discretion, expend monies appropriated for the maintenance and operation of the Town, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine, the number of Town personnel and the methods and materials to be employed; select and determine the qualifications of employees required to promote the efficient operation of the Town; distribute work to employees in accordance with the job content and job requirements determined, and from time to time redetermined, by the Town; establish assignments for employees; transfer employees; determine the procedures for promotion of employees; create, enforce and, from time to time, change rules and regulations concerning discipline of employees; discipline, suspend or discharge employees; and, otherwise take such measures as the Town may determine to be necessary to promote the orderly, efficient and safe operation of the Town.

2. Unenumerated Rights. The listing of specific rights in subsection (1) of this section is not intended to be all inclusive, restrictive or a waiver of any rights of the Town not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Town in the past.

ARTICLE XVII
DURATION

Section 17.0

This Agreement shall be effective as of the date of ratification by both parties or by act of law, whichever is sooner and shall remain in full force and effect through the 30th day of June, 2020. It shall be automatically renewed from year to year, thereafter unless either party shall notify the other, in writing, not less than one hundred fifty (150) calendar days prior to the anniversary date, that it desires to modify this Agreement.

Section 17.1

This Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands this 5 day of August October, 2016.

**FOR THE TOWN OF
SOUTHINGTON**

Signed: Garry Brumback
Town Manager

**FOR UNITED PUBLIC SERVICE EMPLOYEES
UNION LOCAL 424-UNIT 11**

Signed: Kevin E. Boyle Jr.
UPSEU, President

Brian Lastra
Brian Lastra, Local 414-Unit 11, President

SCHEDULE A

SALARY SCHEDULE
2016-2017
(G.W.I. 2.80%)

<u>CLASSIFICATIONS</u>	<u>HOURS OF WORK</u>	<u>2016-17 ANNUAL SALARY</u>
DIRECTOR OF ASSESSMENT AND REVENUE	1820	\$103,326
EXECUTIVE DIRECTOR/SENIOR CENTER	1820	\$73,725
RECREATION DIRECTOR	1820	\$83,438
ASS'T. BUILDING INSPECTOR	1820	\$73,945
ASS'T. HIGHWAY SUPERINTENDENT	2080	\$91,477
ASS'T. PARK SUPERINTENDENT	2080	\$83,836
ASS'T. FINANCE DIRECTOR	1820	\$83,239
ASS'T. TOWN ENGINEER	1820	\$86,439 \$94,710 *
BUILDING OFFICIAL	1820	\$94,730
DIRECTOR OF YOUTH SERVICES	1820	\$77,651
COMMUNITY SERVICE DIRECTOR	1820	\$73,725
IT MANAGER	1820	\$83,239
TREASURER	1820	\$72,310
ASS'T TOWN PLANNER	1820	\$86,438
DEPUTY TAX COLLECTOR	1820	\$66,867
ASS'T DIRECTOR/HEAD REFERENCE LIBRARIAN	1820	\$70,718

*For individuals in this position who hold a professional engineering license.

SCHEDULE A

SALARY SCHEDULE
2017-2018
(G.W.I. 2.50%)

<u>CLASSIFICATIONS</u>	<u>HOURS OF WORK</u>	<u>2017-18 ANNUAL SALARY</u>	
DIRECTOR OF ASSESSMENT AND REVENUE	1820	\$105,909	
EXECUTIVE DIRECTOR/SENIOR CENTER	1820	\$75,568	
RECREATION DIRECTOR	1820	\$85,524	
ASS'T. BUILDING INSPECTOR	1820	\$75,794	
ASS'T. HIGHWAY SUPERINTENDENT	2080	\$93,764	
ASS'T. PARK SUPERINTENDENT	2080	\$85,932	
ASS'T. FINANCE DIRECTOR	1820	\$85,320	
ASS'T. TOWN ENGINEER	1820	\$88,600	\$97,078 *
BUILDING OFFICIAL	1820	\$97,098	
DIRECTOR OF YOUTH SERVICES	1820	\$79,592	
COMMUNITY SERVICE DIRECTOR	1820	\$75,568	
IT MANAGER	1820	\$85,320	
TREASURER	1820	\$74,118	
ASS'T TOWN PLANNER	1820	\$88,599	
DEPUTY TAX COLLECTOR	1820	\$68,539	
ASS'T DIRECTOR/HEAD REFERENCE LIBRARIAN	1820	\$72,486	

*For individuals in this position who hold a professional engineering license.

SCHEDULE A

SALARY SCHEDULE
2018-2019
(G.W.I. 2.2%)

<u>CLASSIFICATIONS</u>	<u>HOURS OF WORK</u>	<u>2018-19 ANNUAL SALARY</u>	
DIRECTOR OF ASSESSMENT AND REVENUE	1820	\$108,239	
EXECUTIVE DIRECTOR/SENIOR CENTER	1820	\$77,230	
RECREATION DIRECTOR	1820	\$87,406	
ASS'T. BUILDING INSPECTOR	1820	\$77,461	
ASS'T. HIGHWAY SUPERINTENDENT	2080	\$95,827	
ASS'T. PARK SUPERINTENDENT	2080	\$87,823	
ASS'T. FINANCE DIRECTOR	1820	\$87,197	
ASS'T. TOWN ENGINEER	1820	\$90,549	\$99,214 *
BUILDING OFFICIAL	1820	\$99,234	
DIRECTOR OF YOUTH SERVICES	1820	\$81,343	
COMMUNITY SERVICE DIRECTOR	1820	\$77,230	
IT MANAGER	1820	\$87,197	
TREASURER	1820	\$75,749	
ASS'T TOWN PLANNER	1820	\$90,548	
DEPUTY TAX COLLECTOR	1820	\$70,047	
ASS'T DIRECTOR/HEAD REFERENCE LIBRARIAN	1820	\$74,081	

*For individuals in this position who hold a professional engineering license.

SCHEDULE A

SALARY SCHEDULE
2019-2020
(G.W.I. 2.2%)

<u>CLASSIFICATIONS</u>	<u>HOURS OF WORK</u>	<u>2019-20 ANNUAL SALARY</u>	
DIRECTOR OF ASSESSMENT AND REVENUE	1820	\$110,620	
EXECUTIVE DIRECTOR/SENIOR CENTER	1820	\$78,929	
RECREATION DIRECTOR	1820	\$89,329	
ASS'T. BUILDING INSPECTOR	1820	\$79,165	
ASS'T. HIGHWAY SUPERINTENDENT	2080	\$97,935	
ASS'T. PARK SUPERINTENDENT	2080	\$89,755	
ASS'T. FINANCE DIRECTOR	1820	\$89,115	
ASS'T. TOWN ENGINEER	1820	\$92,541	\$101,397 *
BUILDING OFFICIAL	1820	\$101,417	
DIRECTOR OF YOUTH SERVICES	1820	\$83,133	
COMMUNITY SERVICE DIRECTOR	1820	\$78,929	
IT MANAGER	1820	\$89,115	
TREASURER	1820	\$77,415	
ASS'T TOWN PLANNER	1820	\$92,540	
DEPUTY TAX COLLECTOR	1820	\$71,588	
ASS'T DIRECTOR/HEAD REFERENCE LIBRARIAN	1820	\$75,711	

*For individuals in this position who hold a professional engineering license.

APPENDIX A

“Over-35/Over-40 Comp Time”

This program will allow employees working a 35-hour week to earn compensatory time in lieu of overtime pay for hours worked over 35 in a week. For those working a 40-hour week, compensatory time will be applicable to hours worked over 40 in a week.

1. Employees may opt to participate in this program.
2. Enrollment forms will be available to employees. The Finance Department will maintain and track the balance of the compensatory time accrued by each employee. Bi-weekly pay checks will account for compensatory time earned and/or taken.
3. For the purposes of this program, hours in excess of 35 hours in a week for employees regularly scheduled to work 35 hours will qualify for Over-35 Comp Time. Hours in excess of 40 hours in a week for employees regularly scheduled to work 40 hours will qualify for Over-40 Comp Time.
4. Once an employee opts into the program, every hour of **overtime** worked by such employee Monday through Saturday, excluding holidays, will earn that employee 1.5 hours of compensatory time to be called Over-35 Comp Time or Over-40 Comp Time. Every hour of **overtime** worked on Sunday or Holidays will earn that employee 2.0 hours of compensatory time.
5. Employees will be permitted to charge absences from work to the Over-35 Comp Time or the Over-40 Comp Time Bank. Such absences from work shall be paid at the current rate of pay earned.
6. Over-35 Comp Time and Over-40 Comp Time hours are accumulated on a fiscal year basis (July 1st through June 30th). Any accumulated hours remaining at the end of the fiscal year (i.e. June 30th) must be charged by the following January 31st.
7. Over-35 Comp Time and Over-40 Comp Time hours can be accumulated to a maximum of 105 hours in the bank.
8. At the time of separation from town service, all compensatory time shall be liquidated. Liquidation of the hours from the Over-35 Comp Time Bank or the Over-40 Comp Time shall be paid at the rate of pay earned at the time of liquidation.
9. If an employee reaches the 105-hour maximum accumulation of either Over-35 Comp Time or Over-40 Comp Time, any hour of overtime worked shall be paid

at the overtime rate and additional Over-35 Comp Time or Over-40 Comp Time will not be earned in lieu of overtime pay.

10. The term of this pilot shall be two years; however in no event shall it continue beyond June 30, 2020, unless both parties agree to extend it.
11. This agreement nullifies any past practices that may exist regarding this issue.