

**AGREEMENT BETWEEN**  
**TOWN OF ROCKY HILL**  
**AND**  
**MUNICIPAL EMPLOYEES UNION**  
**“INDEPENDENT” (MEUI)**  
**LOCAL #506, SEIU, AFL-CIO, CLC**  
**(TOWN HALL SUPERVISORY BARGAINING UNIT)**

**July 1, 2021 – June 30, 2025**

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**TOWN OF ROCKY HILL  
AND  
MEUI LOCAL 506**

**PREAMBLE**

This Agreement is made and entered into effective the first day of July, 2021, by and between the Town of Rocky Hill (hereinafter referred to as “Town”, and the Municipal Employees Union “Independent” Local 506, SEIU (hereinafter referred to as “Union” or “MEUI”).

**ARTICLE 1 – RECOGNITION**

**Section 1. \*** The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours and other conditions of employment as stated in the Municipal Employees Relations Act for the positions whose job titles/job classifications were placed within the confines of the supervisory bargaining unit certified as appropriate by the Connecticut State Board of Labor Relations, namely:

1. Assistant Assessor
2. Building Official
3. Economic Development Director
4. Field Operations and Highway Superintendent
5. Fire Marshal
6. IT Technician – General
7. IT Technician – Systems
8. Recreation Supervisor
9. Recreation / Aquatics Supervisor
10. Senior Services Coordinator
11. Tax Collector
12. Town Assessor
13. Town Engineer
14. Town Planner / ZEO
15. Treasurer / Accounting Manager
16. Web and Media Communications Coordinator
17. Youth & Family Services Coordinator

**Section 2.** As used in this Agreement, the term “employee” or “employees” denotes an employee or group of employees who is a member of the above-described certified bargaining unit: the word “Town” means the Town of Rocky Hill, acting through its Town Council or Town Manager or his/her designee; the word “Union” or “MEUI” means the Municipal Employees Union Independent, the labor organization certified as bargaining agent in case number ME-20, 226.

\*The parties recognize and agree that the bargaining unit, as originally certified in case ME-20,226, also included the positions of Assistant Recycling Coordinator, Early Childhood Development Coordinator, Human Services Coordinator, IT Technical Assistant, and Recreation Superintendent, which positions were subsequently eliminated due to an administrative restructuring. It is agreed, however, that should any or all of these positions be reinstated by the Town in the future, the positions shall be included in this bargaining unit.

## **ARTICLE 2 – NON-DISCRIMINATION**

**Section 1.** As provided by applicable state and federal anti-discrimination statutes, no one subject to the terms of this Agreement shall engage in acts of unlawful discrimination on the basis of protected class status as defined by the Connecticut Fair Employment Practices Act (C.G.S. § 46a-60).

**Section 2.** The rights of all parties as provided under the Municipal Employee Relations Act, as enforced by the State Board of Labor Relations, are hereby acknowledged by all persons and parties subject to this Agreement.

## **ARTICLE 3 – UNION SECURITY, UNION RIGHTS, AND MANAGEMENT RIGHTS**

**Section 1.** The Union shall designate and make known to the Town one employee to act as Union Steward and two (2) employees to act as alternate union stewards in the absence of the Steward. The Town will deal with the Union Steward (or the outside Union Staff Representative, as the case may be) in the processing of grievances and other aspects of contract administration.

**Section 2.** During the term of this contract or any extension thereof, all employees in the bargaining unit as defined in Article 1 shall, from the effective date of this contract, or within thirty (30) days from the date of their initial start of employment with the Town in a bargaining unit position, as a condition of employment, either become and remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fee shall not exceed the minimum applicable dues paid to the Union by Union members.

**Section 3.** The Town agrees to deduct from the pay of the bargaining unit members such membership dues, initiation fees, service fees, or reinstatement of service fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof.

**Section 4.** The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in rates of fees and dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make dues deductions. Service fees shall be deducted automatically by the Town from employees who choose not to join the Union.

**Section 5.** The deduction of Union fees and dues or service fees for any month shall be made on a bi-weekly basis during the applicable month and shall be remitted to the financial officer of the Union monthly. The monthly dues and/or service fee remittance to the Union will be accompanied by a list of names of employees from whose wages dues or service fee deductions have been made.

**Section 6.** No dues or fees will be deducted from an employee who has exhausted accumulated sick leave or other paid leave benefits and who is therefore on unpaid leave.

**Section 7.** The Town agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works. The bulletin board space shall be for Union information only.

**Section 8.** The Union agrees to indemnify and hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, action taken by the Town for the purpose of compliance with the Union security/membership/fee provisions of this Article.

**Section 9.** The outside Union Staff Representative shall be permitted to visit any employee in the bargaining unit at his/her work location for the purpose of grievance processing and other legitimate Union business matters, provided that the Town is notified in advance of the visit and that there is no unreasonable interference with or interruption of work output and job performance. Any steward who is released from his/her work assignment to fulfill his/her duties as a representative of the Union, shall lose no pay or benefits.

**Section 10.** When collective bargaining meetings are, by agreement of the parties, scheduled to take place during regular working hours, up to three (3) members of the bargaining unit shall be permitted to participate without loss of pay.

**Section 11.** Unless expressly and specifically relinquished, abridged or limited by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town, pursuant to any charter, general or special statute, ordinance, regulations, agreements regarding reorganization, or other lawful provision, over the complete operations, practices procedures and regulations with respect to employees of the Town, shall remain solely and exclusively in the Town. Such rights and responsibilities are inherent in the Town by virtue of statutory and Charter provisions and the terms of this Agreement; consequently, actions with respect to such rights and responsibilities are not subject to review, except those specifically abridged or modified by a specific provision of this Agreement, shall not be subject to the grievance and arbitration provisions of this Agreement.

**Section 12.** The Town shall provide each member of the bargaining unit a copy of this contract within ten (10) days of its signing. Likewise, the Town agrees to provide a copy of this

contract and the name of the Union Steward or Staff Representative to all bargaining unit members within one week of their date of initial hire.

#### **ARTICLE 4 – PRIOR RIGHTS AND BENEFITS**

**Section 1.** This Agreement sets forth the wages, hours, and working conditions of employees in the bargaining unit, provided that employees shall continue to enjoy any past benefits universally applied to them prior to this contract, which benefits were not reduced to writing.

#### **ARTICLE 5 – BARGAINING UNIT WORK**

**Section 1.** The Town and the Union agree to be bound by the rulings, requirements and guidelines set forth in decisions of the Connecticut State Board of Labor Relations (SBLR) as to whether or not the Town may contract or subcontract bargaining unit work during the term of this agreement.

#### **ARTICLE 6 – SENIORITY**

**Section 1.** Seniority is defined as “continuous, unbroken service with the Town.” The employee’s earned seniority shall not be lost because of absence due to approved or legally mandated family leave, medical leave, bereavement leave, jury duty, personal leave, or authorized leave, or while on layoff status for up to two (2) calendar years and eligible for recall. Seniority and seniority rights will not be accrued during approved unpaid leaves of absence or layoff for up to two (2) calendar years, but such rights will not be lost by the employee because of such leave.

- a. New employees in the bargaining unit shall be considered probationary during their first 180 days of employment. During such probationary period, the employee shall not attain seniority rights under this Agreement, and such probationary employee will be subject to discharge without notice for any reason by the Town without access to the grievance procedure.
- b. Following the termination of a probationary employee, the employee shall be entitled to a conference with a town representative if requested by the employee and/or the Union within ten (10) working days.
- c. At the successful completion of the probationary period, seniority shall be retroactive to date of hire.

**Section 2.** An employee shall lose his/her seniority if he/she (a) quits, resigns or is discharged; (b) exceeds an approved leave of absence without satisfactory explanation; (c) fails to return from a layoff within twelve (12) working days after date of notice to return by mail; or (d) is laid off and not recalled within two calendar years from the effective date of the layoff.

## **ARTICLE 7 – VACANCIES**

**Section 1.** Except in emergency situations, employees will be made aware, through posting or advertising, at least one week in advance of a bargaining unit vacancy to be filled or a new unit position which has been created so that each employee who is interested will have the opportunity to apply for said opening(s). Vacancies will be advertised both inside and outside the bargaining unit. Appointment to bargaining unit positions and promotions within the bargaining unit shall be made by merit upon competitive application and examination in accordance with the merit plan for the Town of Rocky Hill as provided under Town Charter and Personnel Rules and, as such, shall not be subject to collective bargaining except as provided by law.

**Section 2.** If the Town Manager or Town Council appoints a bargaining unit member to temporarily fill a higher paid unit position for more than thirty (30) consecutive days, then the temporary appointee shall begin to receive the higher rate of pay starting with the thirty first (31<sup>st</sup>) day and forward into the future for the duration of the temporary appointment.

## **ARTICLE 8 – LAYOFF AND RECALL**

**Section 1.** In the event that the Town determines that there is a need for a reduction in the number of employees in the bargaining unit, the Town shall first determine the number, and position description(s) to be affected. Then, the least senior employee in each affected position(s) shall be selected for layoff.

**Section 2.** The employee(s) thus identified for layoff shall be notified of his/her identification for said layoff and shall then be given an opportunity to exercise bumping rights by bumping a less senior employee in the bargaining unit in another unit job, provided that the more senior staff member is qualified. The employee who is thus “bumped” shall be laid off, and there shall be no bumping cycles deeper than one “bump” per layoff. Any temporary, federally funded employees and probationary employees in a position identified for layoff shall be laid off first before non-probationary employees in the position.

- a. No employee in a layoff situation shall be permitted to bump into a position of higher pay than that held at time of notification of identification for layoff. It shall be the employee’s obligation to advise the Town, in writing, of any change of address during the recall period.

**Section 3.** No person shall be hired into the bargaining unit until all qualified persons subject to recall have either been offered reemployment or declined such reemployment offer. Any employees who decline an offer of reemployment after recall or who fail to respond to a recall notice, shall forfeit all recall rights. If a person on recall fails to respond to a letter notifying the employee of recall opportunity within twelve (12) working days of the date of the letter, the employee shall lose all recall rights.



**Section 4.** Laid off employees whose names are on the recall list will be given consideration for opportunities to work for the Town in bargaining unit, temporary, part-time, or seasonal employment as such employment opportunities may from time to time exist.

**Section 5.** Recall rights shall expire and any employment relationship cease after two (2) years from the effective date of the layoff has elapsed.

**Section 6.** Within two (2) weeks after the Town Manager receives written notice of action by the Town Council determining that a reduction in force in the bargaining unit is necessary, the Town shall notify the Union of the impending reduction in force and agree to meet with the Union on request to review the reduction in force situation including a discussion of possible alternatives.

**Section 7.** Bargaining unit members assigned to positions which are eliminated by the Town Council as part of a reduction in force shall be given at least four (4) weeks' notice prior to the effective date of the layoff, provided this shall not apply to employees who are bumped in connection with a reduction in force. Notice shall be deemed to be given when the Town either notifies the employee whose position is being eliminated or the Union.

## **ARTICLE 9 – HOURS OF WORK**

**Section 1.** The regular base work week for full-time employees other than the Fire Marshal shall be thirty-five (35) hours, and the regular base workday shall be seven (7) hours work with a one (1) hour lunch break. The Fire Marshal will work a forty (40) hour workweek with an eight (8) hour work day with a one (1) hour lunch break. Normal hours of work for full-time employees shall be from 8:30 a.m. to 4:30 p.m., normal hours for the Fire Marshal shall be from 7:00 a.m. to 4:00 p.m. The Field Operations and Highway Superintendent will work a thirty-five (35) hour work week with a one (1) hour lunch break. Normal hours for the Field Operations and Highway Superintendent will conform to the hours of work for the Highway Department and will be from 6:30 a.m. to 2:30 p.m. This shall not be construed as a guarantee of any minimum number of available hours or a limitation of any maximum number of hours which must be worked. Overtime payment or compensatory time shall not be provided. It is agreed that the nature of Town work, service to the public, requires attendance at evening and weekend meetings, and interaction with members of the public outside of normal business hours which do not qualify as overtime hours.

**Section 2.** Based upon the needs of members of the public served by unit members, the Town may from time to time establish special work hours and assign employees to them (Example: Human Services will work from 1:00 p.m. to 9:00 p.m. each Thursday from Labor Day to Memorial Day).

**Section 3.** Employees and their direct supervisors, by mutual agreement, may develop alternative work schedule arrangements, while continuing to ensure members work the total

number of weekly hours set forth in this collective bargaining agreement. Direct supervisors are accountable for securing the prior written approval of the Town Manager for arrangements that extend beyond twenty (20) business days (long-term arrangements).

Such arrangements are only available if the supervisor determines it to be reasonable, such as allowing a member to:

- Arrive earlier and leave earlier;
- Arrive later and leave later; or
- Arrive later or leave earlier on the day that follows a particularly long evening work-related event.

Alternative work schedule arrangements must not negatively impact the member's work, office coverage, customer service, the work of other employees, or overall business continuity, productivity, and quality. Such arrangements are not intended to enable unorthodox or impractical work schedules (i.e. working weekends instead of two weekdays or working a full work week within a four-day period each week, etc.).

Alternative work schedule arrangements may be adjusted or revoked by management at any time, with two weeks' notice to the member where possible. The employee may also request to discontinue an approved arrangement.

## **ARTICLE 10 – JOB DESCRIPTIONS**

**Section 1.** The Town may create or revise job descriptions, subject to a duty to bargain with the Union over the impact of the changes on the bargaining unit.

**Section 2.** The Union may request that the Town review and/or revise a job description, and the Town agrees to consider any such request in good faith.

**Section 3.** All job descriptions must be approved by the Rocky Hill Town Council.

## **ARTICLE 11 - PERSONNEL RECORDS**

**Section 1.** Each employee shall have the right to see and review his/her personnel file upon request by appointment with the Director of Human Resources, Town Manager or his/her designee. The Town shall provide copies of all materials in the file upon request of the employee with no charge for the first twenty-five (25) pages.

**Section 2.** The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

**Section 3.** No negative or derogatory material shall be placed in an employee's personnel file without notice to the employee. At any time, an employee may file a written rebuttal to such materials. An employee may file a grievance objecting to any negative or derogatory material placed in his/her personnel file.

**Section 4.** All employment records shall be retained in accordance with the State of Connecticut's Records Retention Schedule.

## **ARTICLE 12 - SICK LEAVE**

**Section 1.** Sick leave with pay shall be granted to all full-time, permanent and probationary employees at the rate of one and one half (1 1/2) workdays for each full month worked. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion but shall be allowed only in case of actual sickness, disability of the employee, or at the discretion of the supervisor, in the case of sickness in the immediate family requiring the employee's attendance upon the ill family member, medical and dental appointments, or quarantine restrictions.

**Section 2.** Continued abuse of sick leave privilege shall be considered sufficient cause for suspension or dismissal. To receive compensation while absent on sick leave, the employee shall notify his/her supervisor, prior to the time set for beginning his/her daily duties, as may be specified by the supervisor. Failure to notify to supervisor prior to within one half (1/2) hour of the employee's starting time, may subject the employee to disciplinary action.

**Section 3.** When absence is for more than three (3) workdays, the employee may be requested to obtain a physician's certificate. Where a certificate is required and is not presented, at the discretion of the supervisor, such absence may be applied to the balance of any approved leave, to leave without pay, or may be grounds for disciplinary action. A request for a sick leave form must be filled out immediately upon the employee's return to work. When sick leave abuse is suspected, a doctor's certification may be required for all absences.

**Section 4.** Sick leave shall be recorded regularly in the personnel records, and the Town Manager and or his/her designee shall review all such records periodically. Sick leave pay shall supplement weekly accident and sickness payments made under the Town's insurance program so that the employee receives his/her full pay and not full pay plus accident and sickness payment. The employee's sick leave account will be charged on a pro-rata basis (percentage of total payment represented by sick leave).

**Section 5.** Effective July 1, 2008 the maximum accumulation of sick leave will not exceed two hundred (200) days which counts towards unused sick leave payouts for all eligible employees who have not yet attained the maximum accumulation at the time of the contract. More than two hundred (200) days may be accumulated to be used in conjunction with FMLA and short-term disability but will not be included in any unused sick leave payouts.

**Section 6.** Unused Leave Payments: A separating employee shall receive full payment for all earned but unused vacation leave. In addition, employees separating from the Town service in good standing shall be entitled to a payment for unused sick leave (up to a maximum of 200 days) per the below schedule:

- For separation after 20 years of service – 60% of time accrued
- For separation after 10 years of service – 40% of time accrued
- For separation after 5 years of service – 20% of time accrued

Additionally, with regard to the above schedule, those employees *who may have already exceeded the maximum accumulation* as referred to in Section 5 above, shall be entitled to a payment for unused sick leave greater than the maximum 200 days in accordance with the above schedule.

These allowances do not extend the separation date.

Employees hired after July 1, 2014 shall not be eligible for the benefit outlined in Section 6 above.

### **ARTICLE 13 - VACATION LEAVE**

**Section 1.** An employee shall be entitled to one (1) week (five (5) working days) of vacation leave after six (6) months of service.

**Section 2.** Employees with one (1) year of service shall be entitled to ten (10) days of vacation leave. Upon completion of one (1) year of service, an employee shall be granted vacation leave as follows:

<b><u>Upon Completion of:</u></b>	<b><u>Employee Granted:</u></b>
2 <sup>nd</sup> year	11 days
3 <sup>rd</sup> year	12 days
4 <sup>th</sup> year	13 days
5 <sup>th</sup> & 6 <sup>th</sup> year	15 days
7 <sup>th</sup> & 8 <sup>th</sup> year	16 days
9 <sup>th</sup> year	17 days
10 <sup>th</sup> , 11 <sup>th</sup> , 12 <sup>th</sup> year	18 days
13 <sup>th</sup> & 14 <sup>th</sup> year	19 days
15 <sup>th</sup> year	20 days

**Section 3.** Earned vacation must be taken during the calendar year and generally shall not accrue from year to year. However, an employee may carry-over a maximum of ten (10) vacation days without prior approval of management, from one calendar year to September 30<sup>th</sup> of the following year. Vacation time in excess of ten (10) days shall be forfeited if not used by

September 30<sup>th</sup> of the following year. Requests to carry-over more than ten (10) vacation days must be submitted in writing to an employee's respective supervisor and the Town Manager for review and written approval, if the department work schedule positively precludes taking the vacation within the calendar year.

**Section 4.** An employee, who on December 31<sup>st</sup> of the preceding year was continuously and actively employed for twelve (12) months, will be entitled to his/her full vacation leave as of January 1<sup>st</sup>. Requests for vacations must be submitted to the employee's supervisor at least one (1) week in advance of the starting date. Vacation leave requests must be approved by the Director or his/her designee. In the event of any conflict on dates when vacation leave is requested, seniority shall govern priority. Vacation leave shall be scheduled within a department so service is not adversely affected. Vacation schedules shall be determined by the employee's supervisor.

**Section 5.** An employee who works less than six (6) months shall not be entitled to a vacation, or vacation pay, upon separation. For full-time employees who have worked longer than six (6) months, accumulated vacation will be paid upon separation.

**Section 6.** Additional salary in lieu of vacation will not be paid to an employee, since the purpose of a vacation is rest and relaxation.

**Section 7.** Vacation Leave, Professional Staff (for employees hired prior to July 1, 2014): In addition to receiving the annual leave noted in Section 2, Town Hall Professional Staff will receive additional annual leave as follows:

- a. Staff people with one (1) through nine (9) years of service shall be entitled to two (2) additional annual leave (vacation) days;
- b. Staff people with ten (10) years of service and above shall be entitled to four (4) additional annual leave (vacation) days.

**Section 8.** No more than two (2) weeks' vacation may be used at any one time without prior written permission from the Director or his/her designee. Requests for vacation beyond two (2) weeks at any one time will only be granted for extenuating circumstances and will not be granted if deemed detrimental to the operation of the employee's department. Requests not filed for extended vacation leave in a timely manner will be automatically rejected. The Town reserves the right to limit the number of employees on vacation at any given time, but within these limitations seniority shall govern.

#### **ARTICLE 14 - PERSONAL LEAVE**

**Section 1.** Personal Leave: Each employee shall receive up to five (5) days of personal leave upon completion of his/her probationary period.

## **ARTICLE 15 – MILITARY LEAVE**

**Section 1.** Military Leave: Military leave not to exceed fifteen (15) business days annually shall be granted to full-time permanent employees when required to serve on active duty, reserve or National Guard duty, and the employee's regular salary shall be continued provided the employee signs over military pay to the Town. In the case of a permanent full-time employee who is a member of any military reserve unit or National Guard being called to duty because of a national emergency, the Town shall pay the excess, if any, of that employee's base pay at the time of the call to duty over the total compensation received for military service. The employee may purchase Town health insurance, if desired, if not covered by the military. The employee must provide the Town with copies of pay stubs showing his/her or her military service pay. The employee will not continue to receive this benefit if he/she does not return to his/her Town job within fifteen (15) business days after National emergency or orders have ended or is released from the military. The employee will not lose any seniority but no additional benefits will be earned. In the event of death, this benefit will cease immediately. This shall be for a period of the emergency only.

This shall apply to all full-time Town employees who work regular 35/40-hour work weeks.

Payment under this benefit shall be made on a monthly basis.

This is in addition to any State or Federal regulation.

## **ARTICLE 16 - LEAVE BALANCE INFORMATION**

**Section 1.** The Town shall notify employees of their leave balances annually as of January 1.

## **ARTICLE 17 - HOLIDAYS**

**Section 1.** Employees shall be granted time off with pay for the twelve (12) holidays listed below:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day

9. Thanksgiving Day
10. Day after Thanksgiving
11. Day Before or Day After Christmas; OR one-half (1/2) Day Before Christmas and one-half (1/2) Day New Year's Eve; OR as part of a four (4) day weekend should Independence Day fall on a Tuesday or Thursday (at the Town Manager's discretion).
12. Christmas Day

When a holiday falls on Saturday, the preceding Friday shall be the day off; when a holiday falls on Sunday, the following Monday shall be the day off.

**Section 2.** Probationary employees shall be eligible for paid holidays.

**Section 3.** Employees shall not be paid for holidays unless they work the last day prior to the holiday and the next work day after the holiday, unless such employees are on approved leave, or unless they are excused from the requirement by the Director after making a request in advance of the holiday.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

**Section 1.** The purpose of this Grievance Procedure in this contract is to resolve, at the lowest possible administrative level, any and all contract grievances which arise during the term of this contract. A grievance is defined as "a written complaint involving an alleged violation of or dispute involving the application or interpretation of a specific provision of this Agreement or of a provision incorporated by reference."

**Section 2.** Time Limits and Procedures

- a. Grievances shall be filed on mutually agreed forms which specify: 1) facts; 2) the issue; 3) date of alleged violation; 4) contract section violated; and 5) the remedy or relief sought;
- b. A grievance may be amended up to and including Step 2 of the grievance procedure so long as the factual basis of the complaint is not materially altered;
- c. Whenever "days" are used in this Article, it shall mean "working days," excluding holidays and weekends.

**Section 3.** Time Limits: If a grievance is not filed in writing within thirty (30) working days after the grievant knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived. If the Union requests information regarding a possible grievance and does so within the time limit provided for in this

agreement, the Union shall have ten (10) days from the Town's response to the request to file a grievance.

The time limits specified within this Article, except for the initial filing of a grievance, may be extended by mutual agreement of the Union and the Town, provided that if a grievance is not submitted to a higher step in the grievance procedure in a timely manner, it shall be deemed settled on the basis of the answer of the Town representative at the last step considered. Failure by a representative of the Town to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.

**Section 4.** Step 1 - Immediate Supervisor

If an employee feels that he/she may have a grievance, he/she, together with the Union Steward may discuss the matter with his/her supervisor, in an effort to resolve the problem informally. If unable to do so, and if the grievance is to be pursued, it shall be reduced to writing and submitted to the immediate supervisor within seven (7) days after the above informal meeting. The supervisor shall reply within five (5) days to the steward, with a copy to the Union.

**Section 5.** Step 2 - Town Manager

If no satisfactory resolution arises, the grievance may be submitted to the Town Manager within five (5) working days after the issuance of the decision at Step 1. The Town Manager shall meet with the grievant to discuss the grievance and shall answer the grievance within ten (10) working days following the meeting.

**Section 6.** Step 3 - Mediation

If the grievance is not resolved following the Town Manager's level, either party may submit the matter to a mediator appointed by the Connecticut State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance. A mediation request must be filed in writing within ten (10) days after receipt of the Town Manager's response and a copy of the request must be sent to the other party.

**Section 7.** In disciplinary cases involving the dismissal or suspension without pay of an employee, the grievance procedure shall begin directly at Step 2, at the level of the Town Manager.

**Section 8.** Step 4 - Arbitration

If a grievance has still not been settled, it may be submitted at the request of the Union only, to arbitration. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought by the Union. The written request for arbitration must be filed in writing with the Connecticut State Board of Mediation and Arbitration, not less than ten (10) days after the conclusion of the mediation session under Step 3 if mediation occurs and, if no mediation occurs, within twenty (20) days following the Town Manager's response under Step 2.



**Section 9.** The arbitrator or arbitration panel designated shall hear and decide only one grievance at a time and their award shall be final and finding as provided by law. The arbitrator shall be bound by and must comply with all the terms of this agreement and shall have no power to add to, subtract from, or in any way modify the provision of this agreement. Any costs of arbitration shall be borne equally by both parties.

**Section 10.** Nothing in this Article shall preclude an arbitrator or panel from ruling on both the arbitrability and the merits of the case or shall preclude the Town and the Union from combining two or more grievances together for a hearing before the same arbitrator, provided both the Town and the Union must agree in writing before more than one case can be heard at a time.

**ARTICLE 19 - INSURANCE**

**Section 1.** Introduction: This article and summaries included in the APPENDICES describe insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and APPENDICES 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 APPENDICES, the insurance policies shall always prevail.

**Section 2.** Eligibility: Health Insurance benefits shall be in accordance with the provisions set forth in this Article.

**Section 3.** Group Medical Insurance: The current health insurance plan (Century Preferred PPO Plan), including benefits and costs, shall remain in effect until June 30, 2022 as described in APPENDIX B. Effective July 1, 2022, members shall be moved into the High Deductible Health Plan (HDHP) with Health Savings Account (HSA) as described in APPENDIX C. For any employee ineligible for the HSA, the Town will establish a Health Reimbursement Account (HRA). The Town’s obligation under the HRA will be equivalent to its obligation to fund the HSA in any given year.

**Section 4.** Premium Share: Effective July 1, 2021, members’ health care premium share will be as follows below:

<b>Contract Year</b>	<b>Employee Share</b>	<b>Medical Plan</b>	<b>Employer HSA Funding</b>	<b>HSA Funding Date to be Paid</b>
July 1, 2021 – June 30, 2022	16%	Century Preferred PPO Plan Only		
July 1, 2022 – June 30, 2023	10%	HDHP	100%	To be paid in full on August 1, 2022

Contract Year	Employee Share	Medical Plan	Employer HSA Funding	HSA Funding Date to be Paid
July 1, 2023 – June 30, 2024	10%	HDHP	60%	To be paid twice annually as follows: the first payroll following August 1 and January 1
July 1, 2024 – June 30, 2025	14%	HDHP	50%	To be paid twice annually as follows: the first payroll following August 1 and January 1

**Section 5.** Medical Insurance Waiver: Employees may elect, on a completely voluntary basis, to waive their right to participate in the medical/dental insurance plan offered by the Town. In consideration for the voluntary waiver of such coverage and upon presentation of proof of alternate insurance then in place covering the employee, the Town will pay to the qualifying employee the following amounts \$350 (single); \$750 (2 person); and \$925 (family) per month. In the event of changed circumstances that require the qualifying employee to revoke his/her insurance waiver, the employee must provide the Town with notice of such changed circumstances and return any money received from the Town in exchange for such waiver to the Town on a prorated basis. Insurance coverage waivers are subject to any limitations or restrictions, which may be imposed by the applicable insurance carriers. Qualifying employees who waive insurance coverage and subsequently apply for reinstatement shall be subject to all restrictions for reinstatement imposed by the applicable insurance carriers, including all waiting periods. Such additional annual compensation shall not be considered part of the employee's annual salary or wage but will be considered taxable income.

Employees not receiving this benefit on July 1, 2014 will not be eligible for the benefit outlined in Section 5 above.

An employee's election to select or waive group medical insurance shall remain in effect for a minimum of two (2) years or until the occurrence of a "qualifying event" as defined by the insurance company subject to any regulations or restrictions, including waiting periods which may be prescribed by the insurance carrier. A change in election shall also remain in effect for a minimum of two (2) years. Any employee eligible to make such election (other than an election made upon initial employment) shall make the election during the month of February by submitting the appropriate election form to the Payroll office. Such election shall become effective on the next April 1<sup>st</sup>.

A **qualifying event** is generally defined as marriage or divorce; birth, adoption, or placement for adoption; death of dependent; change in employment status of self or dependent; loss of other coverage, or loss of dependent status. If an employee has questions as to what matters to meet the definition of a qualifying event, the employee should reference the actual insurance policy documents issued or possessed by the insurer, or speak with an insurance carrier representative, the Town's Benefits Administrator, or Human Resources.

**Section 6.** Group Dental Coverage: All employees, including those hired prior to July 1, 2021 and those hired on or after July 1, 2021, may elect to enroll in the Dental Plan, as described in APPENDIX D.

**Section 7.** Section 125 Pre-Tax Contribution: In accordance with Public Act No. 07-185 any employee for which any portion of the premiums for health insurance are deducted from the employees' pay shall be offered the opportunity to have such portion excluded from their gross income for state or federal income tax purposes, except as required under Section 125 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, from time to time amended. In order to be eligible for this benefit a Salary reduction Agreement signed by the employee must be submitted.

**Section 8.** Retiree Medical Insurance Coverage for Employees Retiring Before July 1, 2022:

- a. **Twenty (20) Years of Full-Time Service:** Medical insurance benefits in effect (PPO Plan) will be continued for retirees, until the retiree's date of eligibility to be covered by Medicare, provided the employee at date of retirement had twenty (20) years of full-time continuous service with the Town at his/her normal or early retirement date and attained at least age fifty-five (55) at time of retirement. The Town will pay the full cost of the coverage for the individual retiree only, and the retiree may continue said coverage in effect for his/her spouse, with the Town paying for one half (1/2) the cost of such spousal coverage, and the retiree paying for the remainder of the coverage. The retiree's payment must be received in advance, monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. This insurance continuation will not be available for any otherwise eligible individual who has or is eligible for similar group coverage through another employer. Upon the eligible retiree's eligibility for Medicare benefits, the Town will assume the full cost of a policy providing supplemental Medicare and Major Medical coverage for the retiree, and one-half (1/2) of the cost for a spouse. The spouse may be included in this supplement coverage provided the retiree pays the cost, in advance, monthly or quarterly. If an employee dies his/her spouse may continue this benefit. Any employee hired after January 1, 2009 will not be eligible for this benefit.
- b. **Fifteen (15) Years of Full-Time Service:** Bargaining unit members Employees hired prior to July 1, 2009 who retire before July 1, 2022. The Group Insurance Program in effect (PPO Plan) will be provided for retirees, but not the spouse or dependents, from

employee's date of retirement to age sixty-five (65), provided the employee had fifteen (15) years of full-time service at his/her normal or early retirement date and attained at least age fifty-five (55). The Town will pay the full cost of the coverage. A spouse may be included at retiree's full cost, if paid in advance monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. The Town will continue to pay the full cost of the medical coverage upon employee's retirement unless employee has similar group coverage with a new employer. At age sixty-five (65), the Town will assume full cost of supplemental Medicare or Medicare Risk coverage per the retiree's choice, but not spouse; spouse may be included provided retiree pays full cost, in advance, monthly or quarterly.

- c. Ten (10) Years of Full-Time Service: Major medical insurance benefits in effect (PPO Plan) will be continued for retirees, but not spouse or dependents, from employee's date of retirement to eligibility for Medicare, provided the employee had ten (10) years of full-time service at his/her normal or early retirement date and attained at least age fifty-five (55). In this case, the retiree will pay the full cost of this coverage. The retiree's payment must be received in advance, monthly or quarterly. A spouse of a vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. This coverage will terminate if the employee has similar group coverage with a new employer. At eligibility for Medicare, the retiree may obtain supplemental Medicare coverage for retiree and spouse provided the retiree pays full cost for both, in advance, monthly or quarterly. Employees hired after July 1, 2009 will not be eligible for this benefit.

**Section 9.** Retiree Medical Insurance Coverage for Employees Retiring On and After July 1, 2022:

- a. Twenty (20) Years of Full-Time Service: Medical insurance benefits in effect (HDHP with HSA) will be continued for retirees, until the retiree's date of eligibility to be covered by Medicare, provided the employee at date of retirement had twenty (20) years of full-time continuous service with the Town at his/her normal or early retirement date and attained at least age fifty-five (55) at time of retirement. The Town will pay the full cost of the coverage for the individual retiree only plus one thousand dollars (\$1000.00) in lieu of the employer's HSA contribution, and the retiree may continue said coverage in effect for his/her spouse, with the Town paying for one half (1/2) the cost of such spousal coverage plus five hundred dollars (\$500.00) in lieu of the employer's HSA contribution, and the retiree paying for the remainder of the coverage. The retiree's payment must be received in advance, monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. This insurance continuation will not be available for any otherwise eligible individual who has or is eligible for similar group coverage through another employer. Upon the eligible retiree's eligibility for Medicare benefits, the Town

will assume the full cost of a policy providing supplemental Medicare and Major Medical coverage for the retiree, and one-half (1/2) of the cost for a spouse. The spouse may be included in this supplement coverage provided the retiree pays the cost, in advance, monthly or quarterly. If an employee dies his/her spouse may continue this benefit. Any employee hired after January 1, 2009 will not be eligible for this benefit.

- b. Fifteen (15) Years of Full-Time Service: Bargaining unit members hired prior to July 1, 2009 who retire on and after July 1, 2022. The Group Insurance Program in effect (HDHP with HSA) will be provided for retirees, but not the spouse or dependents, from employee's date of retirement to age sixty-five (65), provided the employee had fifteen (15) years of full-time service at his/her normal or early retirement date and attained at least age fifty-five (55). The Town will pay the full cost of the coverage plus one thousand dollars (\$1000.00) in lieu of the employer's HSA contribution. A spouse may be included at retiree's full cost, if paid in advance monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. The Town will continue to pay the full cost of the medical coverage upon employee's retirement unless employee has similar group coverage with a new employer. At age sixty-five (65), the Town will assume full cost of supplemental Medicare or Medicare Risk coverage per the retiree's choice, but not spouse; spouse may be included provided retiree pays full cost, in advance, monthly or quarterly.
  
- c. Ten (10) Years of Full-Time Service: Major medical insurance benefits in effect (HDHP with HSA) will be continued for retirees, but not spouse or dependents, from employee's date of retirement to eligibility for Medicare, provided the employee had ten (10) years of full-time service at his/her normal or early retirement date and attained at least age fifty-five (55). In this case, the retiree will pay the full cost of this coverage. The retiree's payment must be received in advance, monthly or quarterly. A spouse of a vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. This coverage will terminate if the employee has similar group coverage with a new employer. At eligibility for Medicare, the retiree may obtain supplemental Medicare coverage for retiree and spouse provided the retiree pays full cost for both, in advance, monthly or quarterly. Employees hired after July 1, 2009 will not be eligible for this benefit.

**Section 10.** Group Life Insurance: \$20,000 in group life insurance is provided for all bargaining unit employees. Basic benefit is doubled in the event of accidental death. Effective January 1, 2009 this coverage will not be subject to any premium share on the part of the employee therefore the employee shall not have the right to waive coverage. In addition, for participants in the Defined Benefit Plan and Defined Contribution Plan, group life insurance in the amount of one and one-half (1-1/2) times the bargaining unit employee's salary, up to a maximum of \$150,000, is provided.

**Section 11.** Group Long Term Disability: Employees' shall be entitled to Long Term Disability Insurance for injury or sickness to begin on the later of: (a) the date all accrued sick leave has been used; or (b) one hundred eighty (180) days.

Benefit Percent	60% of current salary
Maximum Monthly Benefit	\$5,000

The Town will assume the full cost of this plan.

**Section 12.** Change of Carriers/Funding Arrangements: The Town reserves the right to change insurance providers as long as the insurance is substantially equivalent to the current plan outlined in this article as a whole.

## **ARTICLE 20 - RETIREMENT**

**Section 1.** The Town maintains a retirement system for bargaining unit employees which is coordinated with Social Security coverage, and eligible bargaining unit members shall enjoy pension rights as stated in said plans.

**Section 2.** Rights in the Town of Rocky Hill Pension Plan for Regular Employees – as Amended and Restated (“Defined Benefit Plan”) shall vest fully after the conclusion of five (5) years of credited service. There shall be no vesting before that time.

**Section 3.** Each employee hired prior to January 1, 2014 who qualifies for the Defined Benefit Plan shall contribute three percent (3%) of his/her base salary to the Defined Benefit Plan via payroll deduction.

**Section 4.** Pursuant to Article VII of the Defined Benefit Plan, the Town Manager shall appoint a member of the bargaining unit, selected by the Union, to serve on the Pension Committee.

**Section 5.** Employees hired after January 1, 2014 will not be eligible for the Defined Benefit Plan. Each employee hired after January 1, 2014 who qualifies for the Defined Contribution Plan shall contribute to the Defined Contribution Plan via payroll deduction. Employees' contributions of six percent (6%) of base salary will be matched by the Town at three percent (3%) of base salary.

**Section 6.** With regard to the Defined Benefit Plan and Defined Contribution Plan, copies of plan descriptions and other documents describing the plan which are in the possession of Town Officials shall be furnished to bargaining unit employees upon request. Mention of the plan in this Agreement is illustrative only and does not change or alter the provisions of the plan.

**Section 7.** The parties agree that there shall be no changes to the existing pension plan for twenty (20) years from June 30, 2014 through June 30, 2034. The Union agrees that until July 1, 2034, it will not submit, propose or demand in any negotiations or discussion for a successor agreement or otherwise any changes, alteration, modifications or improvements to the Town of Rocky Hill Defined Benefit Plan or any new or improved benefits relating to pensions and/or retirement.

**ARTICLE 21 - WORKERS' COMPENSATION / INJURY LEAVE**

**Section 1.** Any employee involved in any accident shall immediately report said accident and any physical injuries sustained to his/her supervisor and the Union Steward.

**Section 2.** Workers' Compensation leave, as distinguished from sick leave shall mean paid leave given to an employee due to absence from duty cause by an accident or injury that occurred while the employee was engaged in the performance of his/her duties. The Town shall supplement payments due to the employee under Workers' Compensation so that the employee will receive full pay during his/her absence for a period not to exceed ninety (90) working days. In order for the employee to be eligible for full pay from the Town while out of work because of an injury covered by Workers' Compensation, the employee must agree, in writing, in advance, to sign over to the Town his/her Workers' Compensation benefit checks when they are issued. In the event of a Workers' Compensation injury causing temporary disability and absences of less than four (4) days, the employee shall receive his/her regular salary for such periods since payments are not made under Workers' Compensation for such accidents. In the event of a permanent total disability or death resulting from an accident on the job, supplemental payments shall be made to the employee or the employee's next of kin, for a period not to exceed six (6) calendar months. All payments on injury leave shall be subject to the same rules and regulations as Workers' Compensation Insurance and shall not be payable if the injury is the result of intoxication or willful misconduct on the part of the employee.

**ARTICLE 22 – WAGES, LONGEVITY AND COMPENSATION**

**Section 1.** Employees shall receive their paychecks via direct deposit, bi-weekly, prior to the end of the work day on pay day. Employees leaving on vacation will, on written request submitted five (5) days in advance, be given their current and/or vacation paycheck(s) in advance.

**Section 2.** Salaries for bargaining unit positions are attached hereto as an Appendix A. Wage increases will be as follows:

7/1/2021	2.85%
7/1/2022	2.95%
7/1/2023	3.00%
7/1/2024	3.25%

**Section 3.** Annual longevity payments for full-time bargaining employees as follows:

Upon completion of 5 years of service	\$425
Upon completion of 10 years of service	\$525
Upon completion of 15 years of service	\$750
Upon completion of 20 years of service	\$1,000

Employees hired on or after July 1, 2014 are not eligible for longevity payments. Annual longevity payments may be made in full upon the anniversary date of employment. If such date falls on a Saturday, employee will receive his/her payment on Friday and if it falls on Sunday, shall receive his/her payment on Monday.

**Section 4.** Employees in the positions listed below are required to respond to emergency calls or to meet the deadlines imposed by budgets, audits, tax assessments or some other extension of regular duty required to meet statutory requirements as determined by the Town Manager.

Employees in the following positions will receive a one-time lump sum payment of three thousand dollars (\$3,000.00) annually, in the last paycheck in January:

1. Assistant Assessor
2. Building Official
3. Field Operations and Highway Superintendent
4. Fire Marshal
5. Town Assessor
6. Tax Collector
7. Treasurer / Accounting Manager

Employees in the following positions will receive a one-time lumpsum payment of one thousand five hundred dollars (\$1,500.00) annually, in the last paycheck in January:

1. IT Technician – General
2. IT Technician – Systems

**Section 5.** When employees in the positions of: 1) Senior Services Coordinator; 2) Town Engineer; and 3) Youth and Family Services Coordinator are directed by the Director/Department Head or Town Manager to perform duties associated with the Town's Emergency Operations Center ("EOC"), they will be compensated as specified below:

- a. Employees in the above-listed positions will be paid their regular, hourly rate of pay if they are directed to perform job duties associated with the EOC during their normal work hours (as defined in Article 9 – Hours of Work), if Town Hall is open for regular business.



- b. Employees in the above-listed positions will be paid time and one-half their regular hourly rate of pay if they are directed to perform job duties associated with the EOC outside of their normal work hours (as defined in Article 9 – Hours of Work) if Town Hall is closed for regular business (i.e., during a storm emergency).

Employees in other positions not listed above may receive this benefit if only if 1) directed to perform duties associated with the EOC, and 2) following the prior approval of the Town Manager.

**Section 6.** With regard to gratuities or gifts, each employee of the Union shall abide by the definitions, allowances and prohibitions set forth in the Town of Rocky Hill’s Personnel Rules.

### **ARTICLE 23 - DISCIPLINE / DISCIPLINARY ACTION**

**Section 1.** “Disciplinary action” as used in this Article shall be defined as limited to verbal warning, written warning, suspension, and discharge. All disciplinary action shall be for just cause.

**Section 2.** All disciplinary actions shall be consistent with the infraction for which discipline is being applied.

**Section 3.** Progressive disciplinary procedures will be followed unless the subject infraction is of such a nature to warrant more severe disciplinary action. Such discipline may include verbal warning, written warning, suspension or dismissal.

**Section 4.** All disciplinary actions may be appealed through the established grievance procedure.

**Section 5.** An employee who is required to attend a meeting with his/her supervisor under circumstances where the employee reasonably believes that disciplinary action may result, shall be entitled to have a Union Steward present at the meeting.

**Section 6.** Whenever it becomes necessary to discipline an employee or apprise an employee of his/her shortcomings, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee.

### **ARTICLE 24 - FITNESS FOR DUTY**

**Section 1.** Employees may be required to be subject to an examination by a licensed physician for good cause.

**Section 2.** Cost of town-required examinations not covered by insurance, shall be paid by the Town.

**Section 3.** All employees will be subject to the provisions of the Town of Rocky Hill Zero Tolerance Drug and Alcohol Policy.

### **ARTICLE 25 - SAVINGS CLAUSE**

**Section 1.** If any provision in this Agreement is declared illegal or invalid by a court or administrative agency of competent jurisdiction, then the rest of this agreement shall not be affected and the parties shall promptly commence negotiations to replace the provision(s) declared illegal or invalid.

### **ARTICLE 26 - UNION CONVENTION / TRAINING LEAVE**

**Section 1.** The Town shall, upon reasonable advance notice, permit two employees to attend one conference or convention each year without loss of pay or benefits.

**Section 2.** The Town shall, upon reasonable advance notice, permit three employees whom the Union designates, to attend a one-day training session per contract year. This time shall be taken without loss of pay or benefits.

**Section 3.** The total days of paid leave accorded to eligible employees under Sections 1 and 2 above shall not exceed five (5) days per year for the entire bargaining unit.

### **ARTICLE 27 - FMLA**

An employee who has been employed for twelve months or more is eligible to request FMLA leave for a maximum of twelve weeks for the reasons below:

- a. To care for your spouse, child or parent who has a serious health condition, or when you are unable to work because of your own serious health condition;
- b. Conditions requiring an overnight stay in a hospital or other medical care facility;
- c. Conditions that incapacitate you or your family member for more than three consecutive days and require ongoing medical treatment;
- d. Chronic conditions that cause occasional periods when you or your family member are incapacitated and require treatment by a health care provider;
- e. The birth of a child and to bond with the newborn child or for the receiving of a child for adoption or foster care and to bond with that child. Both men and women have the same right to take FMLA leave to bond with their child but it must be taken within one year of the child's birth or placement and put be taken as a continuous block of leave.

An employee who has accumulated leave balances shall use available leave balances for FMLA in the following order: sick time, personal time and vacation. Health Insurance will continue to be provided and the employee will continue to make any premium share contributions even if they have exhausted all leave balances.

Employees requesting FMLA must provide the Town with appropriate notice, if the employee knows in advance that they will need FMLA as soon as the need for FMLA is known. The Town will then respond in writing within five (5) days as to whether FMLA has been granted. Pursuant to Federal law, FMLA may be granted once in a twelve-month period (with the twelve-month period being defined as twelve months from the actual return to work date from a previously granted FMLA).

The Town may request a medical certification from the employee. If there is a request for medical certification the employee must provide said certification within fifteen (15) days of the request. It is the employee's responsibility for the cost of providing said certification from the health care provider. If the employee fails to provide the requested medical certification, the FMLA leave request will be denied.

The medical certification must include some specific information including:

- a. Contact information for the health care provider;
- b. When the serious health condition began;
- c. How long the condition is expected to last;
- d. Whether the employee is able to work or if the family member is in need of care; and
- e. Whether the leave needs to be continuous or intermittent. If intermittent the certification should include an estimate of how much time you will need for each absence, how often each absence will be required and information establishing the medical necessity for taking such intermittent leave.

If the Town finds the necessary information is missing from the certification, it must notify the employee in writing of what additional information is needed to make the certification complete and the employee must provide the missing information within seven (7) calendar days.

If the Town has concerns about the validity of the certification, it may request a second opinion at the Town's expense. If the first and second opinions differ, the Town may request a third opinion at the Town's expense.

## **ARTICLE 28 - MILEAGE REIMBURSEMENT**

**Section 1.** When an employee is required and authorized in advance by the Town to use his/her own motor vehicle to perform Town business or attend conferences at the direction of the Department Head, he/she shall be reimbursed at the IRS rate. Employees are encouraged to use Town vehicles for Town business when available. The Town will reimburse employees for out-of-pocket, automobile related expenses upon presentation of a proper receipt.

**ARTICLE 29 - VOLUNTEER FIRE / AMBULANCE DUTY**

**Section 1.** So long as essential Town functions are covered, a bargaining unit employee who is a member of the Volunteer Fire Department or Volunteer Ambulance Association shall be released from work without loss of pay or benefits to respond to emergencies. The officer on the scene will determine which volunteers are needed.

**ARTICLE 30 - PROBATIONARY PERIOD BENEFIT ACCRUAL**

**Section 1.** A newly hired employee shall accrue paid leave time under this agreement starting with date of hire, but shall not be eligible to begin to use such time until after the successful completion of the probationary period as set forth in Article 6 (Seniority) of this agreement.

**Section 2.** Insurance coverage for newly hired eligible employees will commence within fifty (50) days of the date of hire, unless eligibility requirements are changed by the applicable carrier(s).

**Section 3.** New employees shall qualify for holiday pay upon hire.

**ARTICLE 31 - LEAVES WITHOUT PAY**

**Section 1.** Leaves of absence without pay and benefits may be granted by the Town Manager in his/her sole discretion for a limited, definite period of time not to exceed twelve (12) months, upon written application from the employee, for the following reasons:

- a. For other personal or family reasons;
- b. During such leave of absence, the Town may employ an individual to work in the absent bargaining unit member's place, and such individual's employment shall effectively cease with the member's return to duty; or may be continued at the sole discretion of the Town.

**Section 2.** During such leave without pay, the employee shall not accrue additional seniority nor accrue any earned leave of any kind, but shall maintain his/her seniority and leave balance eligibility as it was in effect on the date of the start of the leave.

**Section 3.** The grant or denial of any leave request under this Article will not establish or be claimed as a practice or precedent in any other leave requests.

### **ARTICLE 32 - BEREAVEMENT LEAVE**

**Section 1.** Full-time employees shall be granted a leave of absence with pay for up to three (3) days for the purpose of attending the funeral of a member of their immediate family or for the purpose of attending to other family obligations in conjunction with the funeral involving a member of the immediate family, provided such leave is requested and approved in advance, in writing, by the respective Director or his/her designee. Up to two (2) additional days may be granted by the Town Manager in his/her discretion in limited instances where extensive travel is required.

**Section 2.** “Immediate family” shall be defined to be Father, Mother, Sister, Brother, Husband, Wife, Child, Mother-in-Law, Father-in-Law, Grandparent, Grandchild, Step-parents, Brother-in-Law, Sister-in-Law, Domestic Partner, Aunt, Uncle, Cousin, Niece, Nephew or other permanent member of the employee’s household.

### **ARTICLE 33 - DAY OF MOURNING / SNOW DAY**

**Section 1.** Day of Mourning: The Town Manager in his/her discretion may declare any workday to be a Town day of mourning, on which day employees shall not be required to work in order to be paid. Personnel required to work on this day, shall have a day off at a different time.

**Section 2.** Snow Day: The Town Manager in his/her discretion may establish a paid snow day on a day that the Town Hall is closed due to a heavy snowfall.

### **ARTICLE 34 - JURY DUTY LEAVE**

**Section 1.** Employees called to jury duty shall inform their immediate supervisors at the time of notification. The Town may request a copy of the court notice the employee receives for jury duty. Such employee shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive his/her normal salary and shall promptly remit to the Town all compensation received for jury service, not to exceed two (2) weeks per jury service.

### **ARTICLE 35 - PROFESSIONAL REIMBURSEMENT**

**Section 1.** Reimbursement, up to \$2,000, per Town budget year (July 1 – June 30) for a Bachelor’s degree and up to \$2,400 per Town budget year (July 1 – June 30) for a Master’s degree in tuition and books paid upon the satisfactory completion of a previously approved course in a systemized educational program in an accredited college or university.

**Section 2.** Requests for tuition reimbursement in Section 1 above shall be submitted prior to February 1 each year to the Town Manager’s office to provide time for inclusion in the annual budget if approved by the Town Council.

**Section 3.** The Town shall provide funding for payment of professional licenses/certifications required by the employee's job.

**Section 4.** The Town shall provide funding for payment of membership fees in one professional association per employee. Fees for additional memberships may be paid by the Town with prior approval from the Town Manager.

### **ARTICLE 36 - UNIFORMS**

**Section 1.** For employees in the positions listed below, the Town will contribute toward the cost of safety shoes and/or safety glasses. The contribution amount for either one or both items combined, shall not exceed three hundred dollars (\$300.00) annually for any one individual employee.

1. Assistant Assessor
2. Building Official
3. Field Operations and Highway Superintendent
4. Fire Marshal
5. Town Assessor
6. Town Engineer
7. Town Planner/ZEO

The Town's replacement of safety shoes and safety glasses is predicated upon these items not being serviceable, as determined by the supervisor.

### **ARTICLE 37 - ACCESS TO INFORMATION**

**Section 1.** The employer agrees to provide non-privileged information to the Union in compliance with the State's Freedom of Information Act on the written request of the Union, and the Union agrees to provide non-privileged information to the Town on written request in accordance with the provisions of the Municipal Employee Relations Act. Claimed violations of this article shall not be subject to arbitration under the grievance procedure of this Agreement and shall instead be pursued by the offended party through an appropriate administrative complaint with the state agency having proper jurisdiction.

### **ARTICLE 38 - EMPLOYEE PROTECTION**

**Section 1.** In accordance with the provisions of the state statutes, the Town shall protect all bargaining unit employees from financial loss and expense arising from lawsuits related to the performance of their job duties.

**ARTICLE 39 – DURATION**

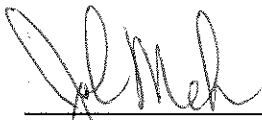
**Section 1.** This Agreement shall become effective July 1, 2021 upon signing after ratification by the Union and the Town Council and shall remain in full force and effect through and including June 30, 2025.

**Section 2.** Negotiations for a successor contract shall commence in January 2025 in accordance with the timeline for commencement of negotiations contained in MERA.

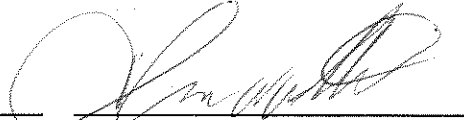
WHEREFORE, THE Town and the Union, by their undersigned duly authorized representatives have signed this contract at Rocky Hill, CT on this 23<sup>rd</sup> day of June 2021.

**For the Town of Rocky Hill**

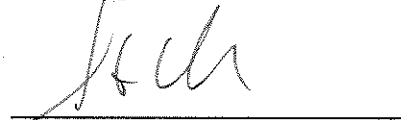
**For the Municipal Employees Union  
“Independent” (MEUI), Local #506**

  
\_\_\_\_\_  
John Mehr  
Town Manager

6/23/21  
Date

  
\_\_\_\_\_  
Tom White  
Staff Representative

6/23/2021  
Date

  
\_\_\_\_\_  
Stephen Sopolak  
Union Steward

6/23/21  
Date

**APPENDIX A – WAGE SCHEDULE**

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Assistant Recycling Coordinator	7/1/2021	68,462	70,516	72,632	74,810	
	7/1/2022	70,482	72,596	74,774	77,017	
	7/1/2023	72,596	74,774	77,018	79,327	
	7/1/2024	74,956	77,204	79,521	81,906	
IT Technical Assistant	7/1/2021	75,213	77,471	79,795	82,188	
	7/1/2022	77,432	79,756	82,149	84,612	
	7/1/2023	79,755	82,149	84,613	87,151	
	7/1/2024	82,347	84,818	87,363	89,983	
IT Technician: General	7/1/2021	76,926	79,233	81,611	84,058	
	7/1/2022	79,196	81,571	84,018	86,538	
	7/1/2023	81,571	84,018	86,539	89,134	
	7/1/2024	84,222	86,748	89,351	92,031	
Recreation Supervisor, Early Childhood Development Coordinator, Web and Media Communications Coordinator, Senior Services Coordinator	7/1/2021	83,061	85,553	88,120	90,764	
	7/1/2022	85,511	88,077	90,719	93,441	
	7/1/2023	88,076	90,719	93,441	96,244	
	7/1/2024	90,939	93,668	96,478	99,372	
Assistant Assessor, IT Technician: Systems, Youth and Family Services Coordinator	7/1/2021	88,049	90,690	93,411	96,213	
	7/1/2022	90,646	93,365	96,167	99,051	
	7/1/2023	93,366	96,166	99,052	102,023	
	7/1/2024	96,400	99,291	102,271	105,338	
Building Official, Economic Development Director, Tax Assessor Tax Collector, Town Engineer	7/1/2021	102,511	107,873	112,188	118,155	121,929
	7/1/2022	105,535	111,055	115,498	121,640	125,526
	7/1/2023	108,701	114,387	118,963	125,290	129,292
	7/1/2024	112,234	118,104	122,829	129,362	133,494
Fire Marshal, Town Planner/ZEO	7/1/2021	116,144	119,628	123,217	126,914	130,721
	7/1/2022	119,571	123,157	126,852	130,658	134,577
	7/1/2023	123,158	126,852	130,658	134,578	138,614
	7/1/2024	127,160	130,975	134,904	138,951	143,119
Treasurer/Accounting Manager	7/1/2021	118,377	121,929	129,377	133,146	138,319
	7/1/2022	121,869	125,526	133,194	137,074	142,400
	7/1/2023	125,525	129,292	137,190	141,186	146,672
	7/1/2024	129,605	133,494	141,648	145,774	151,439
Field Operations and Highway Superintendent	7/1/2021	115,316	119,929	124,726	129,716	134,904
	7/1/2022	118,718	123,467	128,406	133,542	138,884
	7/1/2023	122,280	127,171	132,258	137,548	143,050
	7/1/2024	126,254	131,304	136,556	142,019	147,699



**APPENDIX B – CENTURY PREFERRED PPO PLAN**

**Employees will continue enrollment in the Century Preferred PPO Plan until June 30, 2022, as described in this appendix.**

**Anthem Century Preferred PPO Plan**

Non-Gatekeeper

**In Network**

\$15 Office Visit Co-pay

\$0 Wellness Visit Co-pay

\$200 Outpatient Surgery

\$250 Hospital Co-pay

\$15 Walk-in Clinic Co-pay

\$15 Urgent Care Facility Co-pay

\$100 Emergency Room Co-pay

**Out of Network**

Deductible \$400 / \$800 / \$1,200

Coinsurance 70 / 30

Out of Pocket Maximum \$2,400 / \$4,800 / \$7,200

**In Network RX**

Full Managed 3-tier \$5 / \$10 / \$20

Mail order 2x Co-pay

**APPENDIX C – HIGH DEDUCTIBLE HEALTH PLAN (HDHP) WITH HEALTH SAVINGS ACCOUNT (HSA)**

**Effective July 1, 2022, all employees will be enrolled in the High Deductible Health Plan (HDHP) with Health Savings Account (HSA), as described in this appendix.**

**Anthem High Deductible Health Plan with Health Savings Account**

Non-Gatekeeper

**In Network**

Deductible \$2,000 / \$4,000 Combined with Out of Network

Coinsurance 100 / 0, After Deductible

\$0 Wellness, Deductible Waived

All Other Medical 0% After Deductible

Out of Pocket Maximum \$3,000 / \$6,000

**Out of Network**

Deductible \$2,000 / \$4,000 Combined with In Network

Coinsurance 80 / 20, After Deductible

Out of Pocket Maximum \$4,000 / \$8,000

**In Network RX**

MP 4 – Essential Formulary

Rx Card \$5 / \$20 / \$40 / 20% to \$200 After Plan Deductible

Mail Order – 2x Copay Tiers 1 – 3, After Plan Deductible

Unlimited Maximum

## **APPENDIX D – DENTAL PLAN**

### **CO-PAY DENTAL**

The Co-Pay Dental Plan covers diagnostic, preventative and restorative procedures necessary for adequate dental health.

#### **COVERED SERVICES INCLUDE:**

- ✓ Oral Examinations
- ✓ Periapical and bitewing x-rays
- ✓ Topical fluoride applications for members under age 19
- ✓ Prophylaxis, including cleaning, scaling and polishing
- ✓ Relining of dentures
- ✓ Repairs of broken removable dentures
- ✓ Palliative emergency treatment
- ✓ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth) \*
- ✓ Simple extractions\*\*
- ✓ Endodontics-including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

\*Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

\*\*Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

### **DENTAL AMENDATORY RIDER A - ADDITIONAL BASIC BENEFITS**

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- Inlays (not part of bridge)
- Onlays (not part of bridge)
- Crown (now part of bridge)
- Space Maintainers
- Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays, placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

### **DENTAL AMENDATORY RIDER D - ORTHODONTICS**

The following Orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

The maximum amount payable for orthodontic services is \$600.00 per member per lifetime.

### **ACCESSING BENEFITS:**

#### **Participating Dentists Benefits**

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or sixty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

#### **Non-Participating Dentists Benefits**

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

*This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*

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**MEMORANDUM OF AGREEMENT BETWEEN  
THE TOWN OF ROCKY HILL**

**&**

**MUNICIPAL EMPLOYEES UNION "INDEPENDENT"  
LOCAL #506, SEIU, AFL-CIO, CLC (Town Hall Supervisory Bargaining Unit)**

This Agreement is made by and between the Town of Rocky Hill, Connecticut (*Town*) and the Municipal Employees Union "Independent" - Local #506, SEIU, AFL-CIO, CLC (Town Hall Supervisory Bargaining Unit) (*MEUI*).

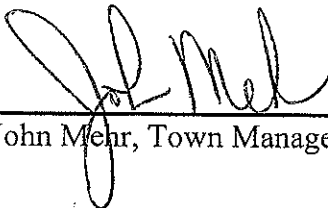
In connection with collective bargaining agreement negotiations, members employed by the Town as of the date the successor contract is fully executed, shall be paid a one-time, lump sum signing bonus of seven hundred dollars (\$700.00) following full execution, by both parties, of the successor contract between the Town and MEUI, dated July 1, 2021 to June 30, 2025; to be paid only upon approval of the subject Tentative Agreement by the Union and by the Town. Payment shall be made as follows:

- A. Lump sum payment deposited into members' Health Savings Account.
  - The Union will provide to the Town a list of members who prefer that the lump sum payment be deposited into their Health Savings Accounts associated with the High Deductible Health Plan referenced in the successor contract dated July 1, 2021 to June 30, 2025. This lump sum payment will be deposited into members' Health Savings Accounts no later than July 15, 2022.
- B. Lump sum payment minus legally required deductions paid to members.
  - The Union will provide to the Town a list of members who prefer that the lump sum payment, minus legally required deductions, be made directly to them. Such payment will be made via check payable to the member, within ten (10) business days following the full execution of the successor contract dated July 1, 2021 to June 30, 2025.


This is a one-time agreement into which both parties now enter without prejudice as to any employee of the Town, and without precedent as to any other current or future matter, case, grievance or dispute.

For The Town of Rocky Hill

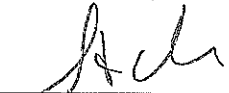
For the Municipal Employees Union  
"Independent" - Local #506, SEIU, AFL-CIO,  
CLC (Town Hall Supervisory Bargaining Unit)  
(MEUI)

  
\_\_\_\_\_  
John Mehr, Town Manager

6/23/21  
\_\_\_\_\_  
Date

  
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Tom White, Staff Representative

6/23/2021  
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