

AGREEMENT
BETWEEN
TOWN OF LISBON
AND
M.E.U.I.
JULY 1, 2019 - JUNE 30, 2022

88156

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MEMORANDUM OF AGREEMENT.....45

PREAMBLE

This Agreement has as its purposes and intent the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the creation of an environment in which the Town and the Union can cooperate to achieve their joint objectives.

ARTICLE 1

Recognition

Section One. The Town of Lisbon herein recognizes the Municipal Employees Union Independent, Inc., as the exclusive bargaining representative for full-time and part-time employees of the Town as defined by the Act, including the Working Foremen, Maintainers, Assistant Town Clerk, Senior Citizen Van Driver, Senior Coordinator/Municipal Agent for the Elderly, Fire Marshal, Nutrition Site Server, Assessor's Clerk, Bookkeeper, Assessor and Administrative Assistant to the First Selectman.

Section Two. If the Town shall create any new job classifications which might be included in the Bargaining Unit, during the life of this Agreement, it shall notify the Union, so as to reach a mutual determination regarding inclusion in or exclusion from the bargaining unit. If the parties cannot reach a mutual determination, either party may refer the matter to the State Labor Board.

Section Three. Whenever the word "Town" is used in the Agreement, it shall mean the Town of Lisbon. Likewise, when the word "Union" is used it shall mean the Municipal Employees Union Independent. When the word "employee" is used it shall mean an employee in one of the bargaining units.

ARTICLE 2

Non Discrimination and Affirmative Action

Section One. The parties agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, physical or mental disability or lawful political activity.

Section Two. The Town and the Union shall not discriminate against an employee on the basis of membership or non-membership or lawful activity on behalf of the bargaining unit.

Section Three. No employee shall be coerced or intimidated or suffer any reprisal, either directly, or indirectly, from either party, as a result of the exercise of his/her rights under this Agreement.

ARTICLE 3

Management Rights

Section One. There are no provisions in this Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to this time unless, and only to the extent that the provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Town's rights, power and authority include, but are not limited to, the right to manage its operation, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, or layoff; to discipline for just cause; the right to make all plans and decisions on all matters involving its operations, the extent to which facilities of any department thereof shall be operated, additions thereto, replacements, curtailments, or transfers thereof, removal of equipment, outside purchases of products or services (without unreasonably diminishing Bargaining Unit work), the scheduling of operations, means and processes of operations, the direction of employees, the setting of work schedule, the materials to be used, the right to issue rules, policies and regulations, including those affecting working conditions which are not mandatory subjects of bargaining, and from time to time to change said rules and policies and enforce them, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees, to establish and change performance standards, determine the qualifications of employees, regulate quality and quantity of performance and to administer the Town's business efficiently; and to fulfill all the Town's legal responsibilities.

ARTICLE 4

Union Rights

Section One. The employer shall deal exclusively with the Union-designated stewards or staff representatives in the processing of grievances or any other aspect of the contract administration.

Section Two. Upon receipt of a signed authorization form from the employee involved, the Town agrees to deduct from the pay of the said employee such membership dues, initiation fees, or reinstatement of service fees as may be fixed by the Union. Such deductions shall continue unless otherwise revoked in writing. . The Town agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on this subject.

Section Three. 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.

Section Four. The deduction of Union dues for any month shall be made on a monthly basis during the applicable month and shall be remitted to the Financial Officer of the Union. The monthly dues remittances to the Union will be accompanied by the list of names of employees from whose wages dues and deductions have been made.

Section Five. The Union agrees to hold and save the Town harmless against any and all claims, damages, reasonable attorney fees, and suits that shall or may arise out of or by reason of any action taken by the Town for the purpose of complying with the provisions of this article.

Section Six. The Town shall provide the Union with electronic notification of the name, job title, and person contact information (where permitted by the employee) within five (5) days of the date of hire.

Section Seven. The Town agrees to provide space on a bulletin board in the Town Hall and Town Garage for the exclusive use of the Union. The bulletin board space shall be for Union information only.

Section Eight. Union Staff Representatives and stewards shall be permitted reasonable time to visit any employee of the bargaining unit at their work site for the purpose of discussing, processing or investigating filed grievances, or fulfilling the Union's role as a collective bargaining agent.

Any steward or committee member 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 Nine. Union stewards during Town time, shall restrict their activities to the receipt and investigation of grievances, participation in the grievance procedure and negotiation of contracts. Stewards shall be allowed a reasonable amount of time for these purposes. Membership meetings shall be held after normal working hours.

Section Ten. Union stewards, before absenting themselves from work, for the purposes specified in this article shall request permission from the First Selectman or Supervisor. If permission is denied, the First Selectman will advise the steward in writing of the reasons for denying the request and make provision for an alternative date and time. The determination by the First Selectman of whether it is in the best interests of the department to release the employee from work at a particular time for the activity specified, shall not be subject to grievance procedure (unless a pattern of abuse is apparent), provided said permission is granted within a reasonable period of time not to exceed one (1) week after the request was made.

Section Eleven. The Town agrees to provide a copy of this contract to all new Bargaining Unit members within one (1) week of their date of initial hire.

ARTICLE 5

Selection and Appointment

Section One. Subject to the terms and conditions of this Agreement or unless otherwise provided by law, the Board of Selectmen or designee shall be responsible for the selection, employment, assignment, transfer and dismissal of all persons covered by this Agreement.

Section Two. Except in extraordinary circumstances, a written notice of resignation shall be filed with the immediate supervisor at least two (2) weeks in advance of termination of employment.

ARTICLE 6

Salary

Section One. Salary schedules of all positions covered by this Agreement are set forth in the Appendices attached hereto and made a part of this Agreement. Effective and retroactive to July 1, 2019, all employees not on top step shall advance one step and be placed accordingly on the salary schedule and shall receive a two and one-half percent (2.5%) general wage increase. Effective July 1, 2020, all employees not on top step shall advance one step and be placed accordingly on the salary schedule including a two and one-half percent (2.5%) general wage increase. Effective July 1, 2021 all employees not on top step shall advance one step and be placed accordingly on the salary schedule including a two and one-half percent (2.5%) general wage increase.

- a) On the first pay period of December of each year of the Agreement, any employees working less than twenty (20) hours per week shall receive a stipend of \$250 paid separately than their weekly wage payment, which shall not be added to the base salary paid to said employees.
- b) On the first pay period of December of each year of the Agreement, any employees working at least 20 hours/week but less than 30 hours per week shall receive a stipend of \$350, paid separately than their weekly wage payment, which shall not be added to the base salary paid to said employees.
- c) On the first pay period of December of each year of the Agreement, any employees working between 30 and 40 hours/week shall receive a stipend of \$450, paid separately than their weekly wage payment, which shall not be added to the base salary paid to said employees.

It is understood and agreed to that the annual stipends described in paragraphs a) through d) above are only for the term of the 2019-2022 Agreement, shall sunset with the expiration of the Agreement and shall not be binding on the parties in successor contract negotiations.

Section Two. Time cards for each employee covered by this Agreement shall be submitted to the First Selectman or designee bi-weekly as specified. Time clocks will continue to be used for highway personnel, Town Hall employees and employees of the Senior Center.

Section Three. Employees shall be paid on Thursdays bi-weekly for hours worked in the previous two (2) week period.

Section Four. An employee who is demoted shall be placed on the salary scale at the step closest to his/her current wages at time of demotion.

Section Five. An employee who is promoted shall be placed at the step in the new salary scale which produces a pay increase of an increment.

Section Six. New employees shall be hired at Step 1. Upon completion of the probationary period, the employee shall move one (1) step effective the following July 1. All eligible employees shall move up one (1) step on July 1 of each year of the Agreement.

Section Seven. Employees who are non-certified (Assistant Town Clerk and Assessor Clerk) shall be hired in the appropriate level. The Assistant Town Clerk shall become a notary public within a reasonable amount of time following the signing of this Agreement and maintain a notary public designation throughout his/her employment as Assistant Town Clerk. The cost of attaining and maintaining a notary public designation shall be paid for by the Town. The Assessor shall be certified at the time of hiring and placed at the appropriate certified grade level set forth in Appendix A. The Assessor's Clerk and Assistant Town Clerk, if certified, shall be placed at the certified grade level set forth in Appendix A.

ARTICLE 7

Personal Leave

Section One. In addition to annual vacation, each employee shall receive personal leave of absence days on July 1 of each fiscal year as follows:

<u>Employee Average Hours Per Week</u>	<u>Personal Days</u>
40	3
20-39	2
Under 20	0

Regardless of the number of positions held by an employee, the number of personal days for any year shall not exceed three (3). Use of personal leave days shall be for the purpose of conducting private affairs including observance of religious holidays, holiday or any other reason. Personal leave days not taken in a fiscal year shall not be accumulated. Employees who work twenty (20)

or more hours a week but work less than full-time shall have personal leave time pro-rated based on the average day.

Section 2. Except in cases of emergency, the employee shall make his/her request to his/her supervisor at least one (1) week in advance of the day to be taken, specifying that the time is to be for personal business. Unless expressly permitted by the immediate supervisor, the time requested shall not be immediately prior to or subsequent to designated holidays or vacation days of the employee.

ARTICLE 8

Miscellaneous

Section One. Employees who attend an educational conference, seminar or other similar type of job related function with the approval of the First Selectman, shall be reimbursed for transportation expenses portal to portal, tuition or fees, and program/event-related meals and mileage. There shall be no loss of pay for attendance at such conferences. Where state statute or regulation mandates payment of a per diem in addition to pay, employee shall receive same.

ARTICLE 9

Seniority

Section One. Seniority shall be defined as status for specific purposes as outlined in this Agreement consisting of the length of accumulated continuous service with the employer. "Continuous service" includes all authorized paid or unpaid leave providing the employee returns to work immediately at the conclusion of such leave. Employees regularly scheduled to work an average of thirty (30) or more hours per week shall be considered full-time employees.

Section Two. Part-time employees' seniority shall be computed from the date of hire and shall be pro-rated according to hours worked. The Town shall prepare a list of all employees covered by this Agreement, showing their seniority in the length of service and deliver the same to the Union office by July 1 of each year. Unless the Union objects within thirty (30) days of receipt, the seniority on said list shall be binding on all parties.

Section Three. No employee shall attain seniority rights under this Agreement until he/she has been continuously on the payroll of the Town for a period of six (6) months and successfully completed the six (6) month probationary period. Upon completion of this six (6) month probationary period, the name of the new employee shall be added to the seniority list, his/her time commencing on the date of his/her employment.

Section Four. As set forth herein seniority shall be used to determine vacation preference, preference for promotion and transfer, layoff and recall, and in all other matters where consideration of seniority may be considered a factor.

Section Five. Seniority shall be broken only by the following events: discharge for just cause, retirement, resignation, layoff in excess of recall period, and failure to report for duty within fifteen (15) days after notification of recall unless such time limit is waived. Seniority accumulation shall be suspended (but not broken) during layoff or during long-term leave of absence without pay (more than thirty (30) days) or job related leave which exceeds twelve (12) months.

Section Six. Seniority shall not be broken by vacation, sick time, job related injuries (provided the employee returns to work), authorized leaves of absence, suspension, or any mandatory call to military service, up to any limits provided for in this Agreement.

ARTICLE 10

Vacations

Section One. The employer hereby agrees to grant vacation and basic straight time vacation pay on July 1 of each year to full-time employees in accordance with the following schedule:

- (a) Employees who have been in continuous employ of the Town for one (1) year or more, but less than two (2) years, are allowed one (1) week of vacation.
- (b) Employees who have been in continuous employ of the Town for two (2) years or more, up to three (3) years, are allowed two (2) weeks' vacation.
- (c) Employees who have been in continuous employ of the Town for three (3) years or more, up to five (5) years, are allowed three (3) weeks' vacation.
- (d) Employees who have been in continuous employ of the Town for five (5) or more years are allowed three (3) weeks vacation, plus one (1) additional vacation day for each year of employment beyond the initial five (5) years. In no event shall an employee who has been in the continuous employ of the Town for more than five (5) years exceed four (4) weeks of vacation time.
- (e) Effective July 1, 2016 for employees who have been in continuous employ of the Town for ten (10) or more years are allowed four (4) weeks vacation, plus one (1) additional vacation day thereafter for each year of employment beyond the initial ten (10) years. In no event shall an employee who has been in the continuous employ of the Town for more than ten (10) years exceed five (5) weeks of vacation time. This provision does not have retroactive application prior to July 1, 2016, therefore any employee with more than ten (10) years of continuous employ with the Town at that time will receive one (1) additional vacation day beginning with the 2016-17 contract year. In the 2017-18 contract year, the

employee shall receive one (1) additional day and so on until the employee reaches the maximum of five (5) weeks of vacation.

Section Two. The employer hereby agrees to grant vacation and basic straight time vacation pay on July 1 of each year to part-time employees in accordance with the following schedule:

- (a) Employees who have been in continuous employ of the Town for one (1) year or more, but less than two (2) years, are allowed one (1) week of vacation.
- (b) Employees who have been in continuous employ of the Town for two (2) years or more, up to five (5) years, are allowed two (2) weeks vacation.
- (c) Employees who have been in continuous employ of the Town for five (5) years or more are allowed three (3) weeks' vacation.

Section Three. Vacation leave shall not be granted to employees with less than twelve (12) months' service; however, upon completion of twelve (12) months of service, employees shall have accrual of vacation from their original date of employment.

Section Four. The scheduling of vacation periods shall be compiled by the First Selectman. Requested dates for vacation leave shall be granted with due consideration to the wishes of the employee, except that it may be deferred by the First Selectman so as not to conflict with the emergency or peak workloads of the department. For priority vacations in accordance with Section Five, requests shall be made in writing no later than April 15th of any year for approval no later than April 30th. Absent permission from the First Selectman, no more than two (2) weeks shall be taken between June 15th and September 15th.

Section Five. Provided the request is made in the time set forth in Section Four above, whenever there shall be a conflict in requested dates, preference shall be given to the department heads, foremen and then employees according to seniority. No more than one-half of the department staff may be on vacation at any one time.

Section Six. When an employee is separated from Town service, he shall be paid his pro rata accumulated vacation leave. In the event of an employee's death, such payment shall be made to his dependent survivor, or his estate if there is no dependent survivor. Such payment will be made within two (2) weeks of date of expiration, in a lump sum, providing it does not cross the fiscal year. In the event it does cross the fiscal year, payment will be made in two (2) installments.

Section Seven. Payment of schedule vacation time off will be made on the pay day previous to starting the vacation if all provisions of department vacation policy have been adhered to.

Section Eight. When an employee is unable to use his/her vacation time due to the operational needs of the department, he/she must submit a request for payment in lieu of

vacation, on forms provided by the Town for vacation that cannot be taken. Such time shall not exceed 1/2 of his/her earned vacation or one (1) week, whichever is less.

All requests for payment in lieu of vacation will be submitted to the payroll department by June 1 of the fiscal year involved. Payments will be made on the last payday in June. Payment shall be at the wage rate in effect at the time the vacation was accumulated.

Section Nine. In lieu of payment for unused vacation as provided in Section Eight of this article, an employee may carry over vacation time into the following year. A total of five (5) days may be accumulated in addition to the present year's vacation time.

ARTICLE 11

Probationary Period

Section One. A new employee will accrue sick leave and vacation time upon hire, and shall be eligible to use sick leave after completion of the six (6) months probationary period and shall be eligible to use vacation time after one (1) year.

Section Two. Qualified employees hired after July 1 through December 15 shall receive up to two (2) personal leave days to be used following the first six (6) months of employment.

Section Three. New employees shall qualify for holiday pay upon hire, subject to Article 19, Sections Five and Six.

Section Four. Insurance coverages for new eligible employees will commence on the first day of the month following commencement of employment or as soon as coverage can be provided retroactively on the first day of the month. An application of insurance will be completed on date of hire.

Section Five. Until expiration of the first six (6) months probationary period (any lost time will extend the probationary period), a newly hired employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. However, if requested, an employee who does not successfully complete his/her six (6) month probationary period shall be entitled to a conference with the First Selectman to discuss reasons for the termination.

ARTICLE 12

Hours of Work, Overtime

Section One. The normal daily work schedules and average hours of work per week for all positions in the bargaining unit generally shall be as follows:

Position	Normal Daily Work Schedule	Average Hours of Work Per Week
Administrative Assistant to the First Selectman	9:00 a.m. - 3:00 p.m.	30
Assessor (Certified)	9:00 a.m. - 3:00 p.m.	30
Assessor Clerk	Varied Hours	20 - depending on Assessor's workload
Assistant Town Clerk (Non-certified)	Varied Hours	20
Bookkeeper	Varied Hours	19 ½ to 30 as determined by the First Selectman
Fire Marshal	Varied Hours	6
Foreman	7:00 a.m. - 3:00 p.m.	40
Maintenance	7:00 a.m. - 3:00 p.m.	40
Nutrition Site Server	Varied Hours	20 (See Section 9)
Senior Coordinator/Municipal Agent	9:00 a.m. - 3:00 p.m.	30
Senior Van Driver	10:00 a.m. - 3:00 p.m.	25

Section Two. All employees shall be entitled to one (1) fifteen minute break.

Section Three. Town employees in the Bargaining Unit shall be deemed as either full-time or part-time employees. Full-time employees shall mean employees who normally work an average of thirty (30) or more hours per week. Part-time employees shall mean employees who normally work an average of less than thirty (30) hours per week.

Section Four. The Assessor, Administrative Assistant to the First Selectman and Senior Coordinator/Municipal Agent are responsible for the scheduling of their own hours subject to approval by the First Selectman.

Section Five. Employees who arrive late or depart early due to weather/emergencies (late openings or early dismissals) shall be paid for the entire day.

Section Six. All employees will receive two weeks' written notice of any permanent change in the established work week.

Section Seven. Overtime.

- (a) Employees' overtime will be paid at the rate of time and one-half for work actually performed over forty (40) hours in a seven (7) day period. For purposes of this Section, the work week shall begin at 12:01 a.m. on Sunday. Compensatory time may be allowed at the mutual discretion of the First Selectman and employee and will be used at time and one-half for work actually performed over forty (40) hours in a seven (7) day period, or at straight time for hourly employees who work less than forty (40) hours a week. Compensatory time must be used by the employee within sixty (60) days of its accumulation and cannot be carried over into the next fiscal year. If said compensatory time is not utilized in the required period, then the Town shall compensate the employee for same on a straight-time or overtime basis, depending on how it was accountable.
- (b) Any employee who works on a Holiday as such is defined in Article 19 of this Agreement shall be paid overtime at the rate of time and one-half for work actually performed. Additionally, the employee shall receive holiday pay which amounts to eight (8) hours pay at straight time which will be added to the amount paid at time and one half the regular rate for all hours actually worked on the holiday. The eight (8) hours of holiday pay shall be counted as "hours worked" for purposes of calculating the total number of hours worked per week and in qualifying for overtime payment subject to the provisions of Section 7. (a), above.
- (c) Unscheduled overtime must be pre-approved by the First Selectman or designee in order for an employee to receive any overtime payments or compensatory time.

Section Eight. In the event an employee is called in to work prior to the start of his/her shift or after his/her shift has ended, he or she shall be paid for the time worked, or credited with compensatory time.

Section Nine. No portion of the twenty (20) hours worked per week by the Nutrition Site Server shall be for sole coverage for the Senior Coordinator, and if it is discovered that any portion of the twenty (20) hours is used for anything other than fulfilling the duties described in the Nutrition Site Server's job description, the First Selectman shall have the sole discretion to reduce hours to a level of between 15 and 19 hours per week.

Section Ten. In the event Town Hall or the Senior Center is closed for a full or part day due to a weather emergency or other exigent circumstance, employees at the affected site with varied hours as described in Section One of this Article will not be paid for the time Town Hall or the Senior Center is closed, but shall be given the opportunity to make up the lost time within thirty (30) calendar days of the closure. Full-time or part-time employees at the affected site with unvaried hours shall receive paid time off for the time that Town Hall or the Senior Center is closed.

Section Eleven. The Foreman of the Garage shall be able to take the Town truck home so that he can respond to Town related emergencies. Personal use of the Town truck is not permitted.

Section Twelve. The hours of work for the Town Garage shall be as follows for the time period of Memorial Day to Labor Day: Monday through Friday, 6:00 a.m. to 2:00 p.m.

ARTICLE 13

Job Descriptions

Section One. The Town agrees to negotiate over changes to the job descriptions, which changes are mandatory subjects of bargaining.

Section Two. The Town agrees to provide the Union with copies of any new proposed job descriptions two (2) weeks prior to implementation.

Section Three. In the event that the work assigned to an employee materially varies from his or her job description, the employee may utilize the grievance process to seek appropriate redress or adjustment.

ARTICLE 14

Personnel Records

Section One. An employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file. The Union may similarly be permitted to examine and copy an employee's personnel records upon presentation of written authorization by the appropriate employee.

Section Two. No written evaluations, written warnings, reprimands or notice of other disciplinary action of an employee shall be placed in his/her personnel file without notice to the employee. Delivery of a copy to an employee marked "cc personal file" shall be adequate notice. Employees may make a written response to any material which is contained in their files, and such response will be attached to the material.

ARTICLE 15

Sick Leave

Section One. All Bargaining Unit employees shall accrue sick leave for continuous service upon hire and shall be eligible to use such time after completion of the probationary period. Sick leave accrues as follows:

Full-Time Employees (30 hours or more/week)	One (1) working day per completed calendar month
Part-Time Employees (less than 30 hours/week)	One-half (½) working day per completed calendar month

For persons working less than thirty (30) hours per week, their working day shall be their average working day for the prior month. For persons holding more than one (1) position with the Town, the maximum amount of sick leave which can be accumulated shall be one working day per completed calendar month.

Section Two. Employees may accumulate up to sixty-five (65) sick leave days.

Section Three.

- (a) An employee who is laid off or separated from service (other than through termination for cause) after ten (10) years or more of service shall receive payment for one-quarter (1/4) of accumulated sick time not to exceed fifteen (15) days.
- (b) Upon retirement, an employee shall be paid one-half (1/2) of his or her accrued accumulated sick days up to a maximum of thirty (30) accumulated sick days.
- (c) Sick leave shall continue to be accumulated during the time an employee is on authorized sick leave, injury leave, or vacation time. Sick leave shall not accumulate during leaves of absence without pay.
- (d) Upon death of an employee, fifty percent (50%) of accumulated sick days shall be paid in a lump sum to his/her designated beneficiary or to the employee's estate, at the employee's then current rate of pay to a maximum of thirty (30) days.
- (e) At the discretion of the Board of Selectmen, an employee may be granted additional sick time against future accumulation.
- (f) The Town may require verification of illness or injury in the form of a physician's certificate, if the Town has reason to believe that an employee is abusing the sick leave provisions of this Agreement, and this request for verification is made prior to the employee's returning to work. The Town shall require verification in the form of a physician's certificate of any non-FMLA qualifying illness or injury requiring an employee to be absent for five (5) or more days. Such verification must be provided to the Town prior to the employee's return to duty. Failure to provide verification of illness or injury may result in a warning letter issued by the Town indicating suspected abuse of sick leave and may bar the employee from returning to work until such time as a sufficient verification is provided. If an

employee cannot produce sufficient verification, the employee shall remain on paid leave, if available, or unpaid leave if no paid leave remains. The employee may subsequently be required to present verification for a period not to exceed one (1) year from the date of the warning letter. Such verification shall state the nature and duration of the illness. Failure to provide such verification upon request during such year may be sufficient reason to deny sick leave pay.

Section Four. Sick leave pay shall be paid at the employee's average daily rate of pay:

1. When incapacitated from performing work due to illness or personal injury, including work-related injury, provided that, for employees receiving worker's compensation, the total of such leave pay and compensation shall not exceed the employee's average daily rate of pay.
2. For medical, dental or eye examination or treatment for which arrangements cannot be made outside of the working hours, provided the employee attains a certificate from his/her doctor which is to be filed with the supervisor. Employees shall make every effort to schedule such examinations and/or treatments at times least disruptive to their work schedule. Absent extenuating circumstances employees shall only be absent for the time necessary to engage in examinations or treatments, which includes reasonable travel time to/from such appointment, and shall work the remainder of that day.

Section Five. If an employee is sick while on vacation leave, the time shall be charged against accrued sick leave if supported by a certificate from his/her doctor filed with the supervisor. A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave.

Section Six. In the event of serious illness or injury to a member of the immediate family, up to five (5) days of sick leave per calendar year shall be granted with the approval of the First Selectman. Such days shall be deducted from the employee's accumulated sick leave.

Section Seven. Any employee required to report for jury duty shall receive the difference between his/her pay, if any, and full pay from the employer during this period.

Section Eight. Requests for unpaid leaves of absence up to one (1) year may be made. Approval of such requests shall be at the discretion of the Board of Selectmen or designee. If approved, the employee will reimburse the Town for the cost of continuing group medical and life insurance benefits. The Board may impose conditions on said leave, including:

- (a) No step advancement;
- (b) No sick leave, personal leave, holidays or insurance benefits (unless reimbursed as stated above);
- (c) No accumulation of seniority but no break in service;

- (d) No unemployment compensation;
- (e) No employment elsewhere, unless agreed by the Board of Selectmen;
- (f) Date of return to employment shall be stated at time of leave request;
- (9) Failure to return on scheduled date of return shall constitute resignation;
- (h) Upon return from leave, all effort shall be made to place the employee in the same, or a comparable position; and
- (i) Periodic reporting of leave status in a form as requested by the Board of Selectmen.

Section Nine. Funeral Leave.

- (a) In the event of a death in the immediate family of an employee, leave consisting of three (3) consecutive workdays shall be granted. The employee shall be paid his/her current rate for any of the three (3) consecutive days which fall within his/her regularly scheduled workdays and for which he/she attends the funeral. The term "immediate family" shall include the employee's spouse, mother, father, sister, child, brother, mother-in-law, father-in-law, grandchild, stepmother, stepfather, stepbrother, stepsister, or any other person who is an actual member of the employee's household.
- (b) In the event of the death of a grandparent, aunt, uncle, niece or other relative or nephew of the employee or of his spouse, two (2) days' paid leave shall be allowed, as long as the employee attends the funeral and the day of the funeral or a necessary travel day to the funeral is a scheduled work day.
- (c) The First Selectman may, in his discretion, grant additional time off for funeral leave, which will, at the employee's discretion, be deducted from an employee's sick leave, personal leave, or vacation time.

Section Ten. Military Leave.

- (a) Any full-time employee who leaves the service of the Town to join the military forces of the United States during time of an officially declared war, or other military emergencies, or who is inducted by the Selective Service, shall be placed on military leave without pay.
- (b) Such leave shall extend for the period of service with military forces and for ninety (90) days after discharge from the service.

- (c) Any employee on military leave who applies for reemployment to the Town within ninety (90) days from the date of his or her discharge shall be entitled to the position he or she held at the time military leave commenced.
- (d) Time so spent on military leave shall be considered as continuous employment with the Town.
- (e) Military leave shall be granted, not to exceed three (3) weeks, to full-time employees when required to serve on active reserve or National Guard Duty. During this period the employee shall be paid the difference, if any, between regular pay and military pay.
- (f) Leave provided in Section 10 shall not be charged to leave and vacation balances.
- (g) In the event family medical coverage is not available during military leave caused by an emergency, the Town shall continue said coverage.

Section Eleven. Union Business Leave.

- (a) Two (2) members of the Bargaining Unit shall be granted leave from duty with pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the Agreement.
- (b) One (1) member of the union grievance committee, the aggrieved and required employee witnesses shall be granted leave from duty with full pay for all meetings between the Town and the Union, and hearings before the State Board of Mediation and Arbitration, for the purpose of processing grievances when such meetings take place during which such members are scheduled to be on duty.

ARTICLE 16

Vacancies

Section One. A vacancy is defined as an opening created by death, retirement, resignation, dismissal or transfer, or the creation of a new position in the bargaining unit.

Section Two. A promotion is defined as the appointment of an employee to a position paid at a higher rate of pay.

Section Three. All vacancies shall be posted for a period of ten (10) calendar days in Town Hall, the Highway Garage, and the Senior Center, with a copy forwarded to the Union.

Section Four. Vacancies shall be filled first by a qualified employee who has re-employment rights, defined as someone in a similar classification to the vacated position who has recall rights as described in Article 17 and meets the minimum qualifications under the job

description for that position. If said employee lacks a license or similar qualification as required under the job description and could reasonably be expected to obtain or satisfy same within sixty (60) days, the vacancy shall not be filled for that period of time, to allow the employee to seek to qualify. If no qualified employee with re-employment rights exists, the vacancy shall be filled by the Board of Selectmen from among qualified members of the bargaining unit who have applied to fill the vacancy. If no bargaining unit members or any employees with recall rights are qualified for the position, the vacancy may be filled from outside the bargaining unit.

Section Five. An employee who has been promoted shall be placed at the lowest step in the higher class or grade which produces a salary increase equal to at least one step in grade.

Section Six. An employee who performs the work of a higher classification for a period of five (5) or more consecutive working days, shall be paid at the lowest step in the higher class or grade which produces a salary increase equal to at least one step in grade. In the event an employee temporarily works out of class for more than five (5) days, any pay raise hereunder will cease when the temporary assignment ceases. An employee who performs the work of a lower classification shall be compensated at the employee's normal rate of pay.

Section Seven. In the case of candidates who have equal qualification for a vacancy, the Town will award the position based on seniority.

Section Eight. The promotional Working Test Period will be ninety (90) calendar days of work, and in cases of failure to successfully complete the working test period, the employee shall revert back to his/her old position.

ARTICLE 17

Layoff and Recall

Section One. In the event of a reduction in the work force and subsequent recall to work, the provision of this article shall be controlling.

Section Two. Prior to reducing the work force, the Town shall layoff all temporary, seasonal, federally funded employees and employees who have not completed their initial working test period first.

Section Three. When the Town determines that a reduction in the work force is necessary, the Town shall notify the Union and shall meet to discuss the possible alternative proposals (1) to avoid the layoff or (2) to mitigate the impact on employee(s).

Section Four. When it becomes necessary for the Town to reduce the work force, the Town shall give not less than four (4) weeks' written notice to the affected employee.

Section Five. The Town agrees that seniority shall control who is laid off among similarly classified positions, with the least senior employee being laid off first. Similarly

classified Positions shall be defined as positions with similar activities and responsibilities and with similar minimum qualifications under the job descriptions.

Section Six. Likewise, if there is a recall to work, the Town shall recall laid off employees by classification on the basis of seniority with the most senior qualified employee being recalled first. Employees on layoff shall retain recall rights for a period of eighteen (18) months from the date of layoff, or a period equal to their seniority within classification, at the time of layoff, whichever is less. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty no more than ten (10) days after receipt of such notification. The time limit may be waived by agreement of the parties for good cause. Recalled employees shall return to the same status they held on the date of layoff in terms of classification, pay rate within classification, vacation and sick accumulation, if any, seniority, and all other benefits (including pension to the extent permitted).

Section Seven. In lieu of layoff, an employee may bump into a lower grade provided he/she is qualified, as determined by the Board of Selectmen, to perform the work available or becomes qualified within sixty (60) calendar days, and has more overall seniority than the person he/she replaces.

Section Eight. When an employee, as a result of layoff, transfers to a classification with a lower salary range by bumping, his/her rate of pay in the lower classification shall be the rate of pay closest to that held by the employee at the time of transfer.

Section Nine. No seasonal, temporary or part-time employee shall be hired to perform work of a laid off Bargaining Unit member while said member is laid off.

ARTICLE 18

Leave Balances

Section One. The Town shall notify each employee of his/her leave balances. Such an accounting shall be given no later than May 1st of each year.

ARTICLE 19

Holidays

Section One. All employees who work twenty (20) or more hours per week as described in Article 12, Section One of this Agreement shall be entitled to the following paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Day After Christmas

Section Two. The Assessor's Clerk and Fire Marshal shall be entitled to the following paid holidays:

Thanksgiving
Christmas
Day After Christmas

Section Three. Holiday pay shall be pro-rated to the average work day, based on the previous fiscal year, or, if not in Town employment for the full year, the prior six (6) months.

Section Four. In the event Town Hall must close to be utilized as a polling place for election day, those employees eligible for holidays who cannot as a result of said closure perform their jobs shall receive Election Day as an additional holiday, provided those employees are not being paid for working at the polling places.

Section Five. To qualify for holiday pay, the employee must have completed thirty (30) days of employment.

Section Six. In order for an employee to qualify for holiday pay, he/she must work on the work days prior to and subsequent to the holiday, unless otherwise approved of in advance by the First Selectman.

ARTICLE 20

Grievance Procedure

Section One. The purpose of the grievance procedure shall be to settle employee grievances in a timely fashion so as to insure efficiency and employee morale.

Section Two. A grievance shall mean a complaint by an employee, or a group of employees that his/her/their rights under the specific language of this Agreement have been violated or that as to his/her/them, there is a misinterpretation or misapplication of the specific provisions of this Agreement.

Section Three. Format. Grievances shall be filed on mutually agreed forms which specify (a) facts, (b) the issue, (c) date of alleged violation, (d) contract section violated, (e) the remedy or relief sought. A grievance may be amended up to and including Step II of the grievance procedure so long as the factual basis of the complaint is not materially altered.

Whenever "days" are used in this article, it shall mean "calendar days." If the last calendar day falls on a weekend or holiday, the last day shall be construed as the first working day thereafter.

Section Four. Time Limits. If a grievance in writing is not filed within twenty (20) calendar days after the grievant knows or should have known of the act or conditions in which the grievance is based, then the grievance shall be considered to have been waived. The time limits specified within this article except for the initial filing may be extended by mutual agreement of the Union and the Town or its designee, provided that, if a grievance is not submitted to a higher step in the below procedure, it shall be deemed settled on the basis of the answer in the last step considered. Failure by the Town to render a 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 Five. An employee may elect to file his grievance at Step I or Step II. In case of dismissal, suspension, demotion and class action or union grievance, the grievance shall be submitted directly to Step III.

Step I - Informal Procedure - Immediate Supervisor. If an employee feels that he may have a grievance, he and/or his Union steward and/or representative will first discuss the matter with the employee's supervisor, in an effort to resolve the problem informally. If unable to do so, it may be submitted to the supervisor in writing within seven (7) days after the above meeting. An employee who elects to bypass the informal procedure, shall submit his grievance in writing to the immediate supervisor.

Step II - Formal Procedure immediate Supervisor. The employee and his Union Representative and Steward shall meet within ten (10) days after receipt of the grievance to discuss the grievance. The supervisor shall render a decision in writing within ten (10) days of the meeting.

Step III - First Selectman. If no satisfactory resolution arises, the grievance may be submitted within seven (7) days thereafter to the First Selectman. The First Selectman/management designees, the employee and his Union Representative and Steward shall meet within ten (10) days after receipt of the grievance to discuss the grievance. The First Selectman shall render a decision in writing within ten (10) days of receipt of the grievance.

Step IV - Board of Selectmen. If no satisfactory resolution occurs, the grievance shall be submitted to the Board of Selectmen within seven (7) days of receipt of the grievance. The Board shall meet with the employee and his Union Representative and Steward at its next regular meeting or at a special meeting which is agreeable to the parties to hear the grievance. The Selectmen shall render a decision within seven (7) days the meeting.

Step V - Mediation. If the Grievance is not resolved, either party may submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within ten (10) days after receipt of Step IV answer.

Step VI - Arbitration. If a grievance is still not settled, it may be submitted, at the request of the Union, to arbitration. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought. Grievances shall be submitted in writing and must be filed with the Connecticut Board of Mediation and Arbitration no later than ten (10) days after the mediation or ten (10) days after receipt of the Step IV answer.

The arbitrator designated shall hear and decide only one (1) grievance at a time, unless the parties agree to combine grievances. The arbitrator's award shall be binding. 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 provisions of this Agreement. The cost of arbitration shall be borne equally by both parties, although the filing party shall bear the filing fee with the State Board.

Nothing in this section shall preclude an arbitrator from ruling on both the arbitrability and the merits of a case or for the Town and the Union from combining grievances.

ARTICLE 21

Insurance Benefits

Section One. The Town shall provide each full-time employee, defined as employees who work in positions with a stated minimum average work week of thirty (30) hours or more, with the following medical/insurance benefits, or their equivalents, as appropriate for an individual employee, an employee and spouse, or an employee family plan:

- (a) Blue Cross "Century Preferred PPO"

Effective July 1, 2019:

- Office co-pay - \$20
- Inpatient hospital co-pay - \$100
- Outpatient surgery co-pay - \$50
- Emergency room co-pay - \$50
- Urgent Care co-pay - \$25
- Rx – 3-tier formulary plan with \$10 co-pay for generics, \$20 for formulary and \$30 for non-formulary, with two times (2x) the respective co-pay for mail order (90 day supply) and an annual \$4,000 maximum

- (b) \$50,000 Life Insurance policy (for employees only)

(c) Dental Indemnity with Dental Amendatory Rider A (see Appendix)

(d) Vision Care Plan (see Appendix)

Effective July 1, 2019 and for the life of the Agreement, such employees shall contribute, through payroll deductions, thirteen percent (13%) of the premium cost for any of the above individual, spouse and/or family coverage selected from (a) and (c) above.

(e) Employees shall have the option to enroll in a High Deductible Health Plan (“HDHP”) and Health Savings Account (“HSA”), as explained in the Summary of Benefits provided in the attached Appendix that satisfies the various applicable requirements of the Internal Revenue Code and its interpretative regulations. The plan shall have the following benefit elements:

	In Network Expenses	Out of Network Expenses
Base Insurance Plan	PPO	
Annual deductible	\$2,000 (single); \$4,000 (two (2) person/family)	
Co-Insurance	0% after deductible.	20% after deductible, up to co-insurance maximum
Co-Insurance Maximum	\$0	\$2,000/\$4,000
Out of Pocket Maximum	\$2,000/\$4,000	\$4,000/\$8,000
Preventive Medicine	\$0 – covered at 100%	
Prescription Drugs	0% after deductible	20% after deductible, up to co-insurance maximum

The prescription plan shall require mandatory generic drug substitution where a generic drug is available. This provision shall not apply where a physician requires use of a brand name drug due to employee’s medical/allergic reasons.

The Town shall contribute 50% of the annual plan deductible. Contributions shall be deposited into the employee’s Health Savings Account (“HSA”) account on the first regular pay day of the contract year.

The Town shall have no obligation to fund any portion of the deductible amount for retired employees or other employees upon their separation from employment with the Town. In the event an employee is not eligible for a Health Savings Account because that employee is Medicare eligible, the Town shall establish a Health Reimbursement Account and shall make a maximum annual reimbursement that equals the amount of the Town’s annual contribution to the HSA. The insurance carrier shall provide a third party administrator to administer such medical reimbursements.

If at any time the deductible levels described above do not comply with the Internal Revenue Code and its interpretative regulations, the Town shall have the right to adopt the next higher deductibles that comply with the Internal Revenue Code and its interpretative regulations.

HEALTH SAVINGS ACCOUNT (HSA):

The Town shall establish for each individual member of the plan a health savings account (HSA) with a financial institution. Into each employee's account the Town will deposit the applicable deductible contribution described above. These payments will be made in full for each contract year on the first regular pay day of the contract year. The basic set up and monthly administrative expense to establish the health savings account shall be paid by the Town. Employees may contribute the balance of the deductible and up to the statutory maximum on a pre-tax basis.

Employees choosing to enroll in this plan shall pay 16% of the annual premium cost of the plan.

Section Two. Changes in Benefits. The Town shall reserve the right to change the companies providing health, life, dental and other forms of insurance with the understanding that such change shall provide coverage, benefits and service equal to or better than that which had previously been provided. Notice of such change shall be given to the employees in advance and informational sessions shall be held ninety (90) days prior to such change.

Section Three. The Town will maintain in effect for the duration of this contract its Section 457 Public Employee Deferred Compensation Plan as a contributory plan available to employees. Employees may voluntarily contribute to their accounts and the Town shall not be required to make any contributions to the plan. Contributions that employees choose to make shall be deposited into the accounts on a bi-weekly basis. In the event an employee makes an early withdrawal of funds from the Plan, such withdrawal shall only be for unforeseen emergencies as described in the Plan document and the applicable IRS Regulations as amended (i.e., severe hardship to the participant resulting from an unexpected illness or accident to the participant or a dependent or other similar extraordinary and unforeseeable circumstances). In the case of an early withdrawal for unforeseen emergencies, only the employee's contributions shall be distributed. (See attached Memorandum of Agreement- note: the contribution percentages described in the attached Memorandum of Agreement were deleted through the negotiation of the 2007-2010 Collective Bargaining Agreement and the inclusion of Article 35-Pension).

Section Four. The Town shall maintain a Section 125 Salary Reduction Agreement which will permit exclusion of employee's co-pay amounts from the taxable income. The Town makes no representations or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes,

penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

Section Five. Employees who work less than thirty (30) hours per week may purchase insurance coverage through the Town at the established COBRA rates.

Section Six. Payment In Lieu of Insurances. Eligible Town employees may elect not to participate in the health and dental insurance benefits listed in Section One (a) and (c) above. Any such election not to participate in the Town's health and dental insurance programs shall be made in writing as described below or within the first two weeks of employment, and except as provided herein, shall be irrevocable for the remainder of that contract year. Any eligible Town employee making such written election shall be paid a stipend equivalent to the cost of one-half of the premium for individual medical insurance coverage. Such stipend shall be paid in four (4) equal quarterly payments for the prior quarter. Any election not to participate in the Town's health and dental insurance programs shall continue in effect unless revoked within the first two weeks of any contract year. Any payments under this paragraph shall be prorated on a monthly basis for any eligible employee who works less than a full contract year.

Any eligible Town employee who has elected not to participate in the Town's health and dental insurance programs, as provided herein, may change his/her election during the open enrollment period subject to the enrollment requirements of the insurance carriers, only upon showing that such employee is no longer covered by his/her spouse's health insurance program. An employee must elect not to participate in both health insurance and dental insurance to be eligible for the payment described above.

Where a change in an employee's status prompts the employee to resume Town provided health and dental insurance coverage, the prior written waiver may, following written request to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible. Such coverage shall be subject to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers.

In order to receive full payment, notice of intent to waive insurance coverage shall be sent to the First Selectman not later than May 1 of each year for a waiver to be effective July 1.

Notwithstanding the above, the Town shall continue to provide life insurance to such employee who chooses to waive health and dental insurance coverage, at no cost to the employee.

Section Seven. For an employee who retires on or after his/her Medicare eligibility date, the Town shall make available a Medicare Supplemental Insurance Policy, which currently is Anthem Group Retiree Plan F with Blue Script Drug Benefit. The Retiree shall pay the quoted group rate for the Anthem Group Retiree Plan F if such group rates are available. If group rates are not available, the employee shall pay the individual rate quoted by the insurance carrier. The Retiree and his/her spouse shall be permitted to enroll in the Anthem Group Retiree Plan F by paying one hundred percent (100%) of the cost.

ARTICLE 22

Disciplinary Procedures

Section One. "Disciplinary action" as used in this Article shall be defined as limited to verbal warning, written warning, suspension or discharge. All disciplinary action shall be for just cause.

Section Two. All disciplinary actions shall be consistent with the infraction for which discipline is being applied. Any supervisor of an employee may, for good cause, issue a verbal or written warning. An employee may only be discharged by the Board of Selectmen. An employee may be suspended by the First Selectman.

Section Three. 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 Four. An employee must be notified prior to being suspended or dismissed. The employer shall notify the employee of his right to appeal written warnings in writing and supply two copies to the employee. Such notice shall cite the reason for the discipline, effective date of the discipline and the notice of right of appeal

Section Five. An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action shall be informed of his/her right to have a Union Steward present prior to the start of the meeting. If the employee decides during an interview he/she needs a representative, the meeting will come to a close until the Union representative can be present.

Section Six. 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 private setting that will not cause embarrassment to the employee or supervisor.

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

Section Eight. The parties agree that the non-reappointment of an Assistant Town Clerk in accordance with Connecticut General Statutes § 7-19 shall not be subject to challenge through the Grievance Procedure. If the Assistant Town Clerk is not going to be reappointed, then he/she shall be provided three (3) weeks' notice of the Town Clerk's intention not to so reappoint. If said notice is not fully provided, the Town shall either pay the outgoing Assistant Town Clerk the wages for the number of days by which the notice was short, or the Town shall allow said Assistant Town Clerk to work said number of days beyond the scheduled day of non-reappointment.

ARTICLE 23

Employee Protection

Section One. All bargaining unit employees shall be protected against lawsuits related to the performance of their job duties in accordance with Conn. Gen. Stat. 7-101a.

Section Two. Employees will undertake to carry out properly any work assignment given to them, with the exception of any assignment which poses an immediate threat to their health and safety. In the event any grievance arises over the propriety of the assignment of the work, the work will be performed by the employee without undue interruption and the employee shall have the right to have the grievance disposed of in accordance with the grievance procedure established herein.

ARTICLE 24

Savings Clause

Section One. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated articles, section, sentence, clause and phrase.

ARTICLE 25

Access to Information

The Employer agrees to provide non-privileged information to the Union in compliance with the Freedom of Information Act.

ARTICLE 26

Union Convention/Training Sessions

Section One. The Town shall, upon reasonable advance notice, permit two (2) employees in the bargaining unit to attend one (1) one-day convention each year without loss of pay or benefits.

Section Two. The Town shall, upon reasonable advance notice, permit two (2) employees whom the Union designates, one day each annually to attend training sessions, seminars, conferences, conventions or legislative hearings. The time shall be taken without loss of pay or benefits.

ARTICLE 27

Strikes and Lockouts

Section One. During the term of this Agreement there shall be no lockouts on the part of the Town, and the Union shall abide by the requirements of C.G.S. Section 7-475.

ARTICLE 28

Duration

Section One. This Agreement shall become effective July 1, 2019, and shall remain in full force and effect until the 30th day of June, 2022. This Agreement shall remain in full force and be effective during the period of negotiations.

Section Two. Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement. Negotiation sessions shall commence on January 1, 2019, with an expected completion date of June 30.

ARTICLE 29

Employee Expense

Section One. Subject to review by the Board of Selectmen, employees who use their own vehicles for Town business shall be entitled to compensation at the IRS approved amount.

ARTICLE 30

Volunteer Fire Duty/Ambulance

Section One. Any bargaining unit employee who is a member of the Lisbon Volunteer Fire Department and/or Volunteer Ambulance Service shall be released from work without loss of pay or benefits to respond to emergencies. The First Selectman or Road Foreman shall determine if an employee's service is required in response to an emergency call and if he/she determines that the service is not required he/she may order the employee back to work. If any bargaining unit employee is a member of the Volunteer Fire Department and/or Volunteer Ambulance Service and is called to respond to an emergency, the Town shall only be required to

compensate the employee up to the amount of time remaining on that particular shift. Once released by the officer on the scene, the employee shall immediately return to complete whatever tasks, if any, remain from prior to responding to the emergency call and shall be compensated at his/her normal rate of pay to complete such tasks provided that the employee's hours have not reached the point at which this Agreement or the law requires the payment of overtime. For purposes of this provision, an emergency shall mean activity engaged in performing rescue and response services which includes but is not limited to life safety and/or fire suppression activities.

ARTICLE 31

General Provisions

Section One. Any memoranda of understanding or written agreement duly signed hereinafter entered into between the parties to this Agreement shall be incorporated and remain part of this Agreement.

Section Two. The Town agrees to reimburse an employee for the cost of CDL required physical examinations, or any portion thereof which is not paid for by the employer-provided health insurance coverage listed in Article 21 herein. An employee whose position requires a CDL must have his/her physician verify that the employee has been examined pursuant to the CDL certifications and is fit to operate a vehicle requiring a CDL. In the event the employee has not received such verification, or if a question arises concerning such verification, the Town may send the employee to a doctor of the Town's choosing to obtain such certification.

ARTICLE 32

Uniforms (Highway Personnel Only)

Section One. One hundred seventy five dollars (\$175.00) per year for hard toe steel shank shoes allowance shall be paid on July 1st of each year, provided the employee receiving said allowance shall submit a receipt of purchase for said shoes to the First Selectman no later than two (2) weeks after said shoes are purchased, and provided the employee receiving such allowance shall wear said shoes while on the job.

Section Two. The Employer shall provide each employee over each two (2) year period with eleven (11) shirts, eleven (11) pants and two (2) jackets, provided the employee receiving said shirts, pants and jacket shall wear same while on the job. The Town shall be responsible for cleaning and reasonable repair of said shirts, pants and jackets. Damaged or ruined shirts, pants or jackets will be replaced as needed when unusable ones are turned in.

Section Three. The Town shall provide all eligible employees with one set of prescription safety glasses per contract to be paid for by the Town up to one hundred and seventy-five dollars (\$175.00) provided that employees have submitted a receipt.

ARTICLE 33

Scheduled and Unscheduled Overtime for Highway (Highway Personnel Only)

Section One. Scheduled overtime shall be that which is necessary for the timely completion of regular work in process. When scheduled overtime is required, an employee will be notified by his/her supervisor or the First Selectman, at least one and one-half (1 ½) days in advance of the day that work is to be performed. Scheduled overtime will be from 7:00a.m. to 3:00p.m.

Section Two. Employees who are required to work scheduled or unscheduled overtime on Christmas shall receive double-time for all hours worked.

Section Three. Unscheduled overtime shall be that which is required of employees to perform in the event of storms or other natural or man-made emergency. . It is understood that responding to emergency, unscheduled overtime situations is an essential aspect of the job and all employees must respond in the event they are called, unless they are on a pre-approved day off (personal or vacation leave). When unscheduled overtime is required, employees will be called in by the appropriate supervisor or held over as necessary. Any employee called in for unscheduled overtime will have their meals reimbursed by the Town at a maximum rate of nine dollars (\$9.00) for breakfast and lunch and twelve dollars (\$12.00) for dinner, provided employees have submitted a dated receipt. A receipt is not required where an employee purchases their meal from a local establishment at which the Town has an arrangement, in which case the employee is required to sign the appropriate documentation at the establish after which the Town is billed for the meal. The maximum amount of meal reimbursement described above applies at any such establishment. Breakfast, lunch or dinner will be reimbursed only if the employee has worked at least four (4) hours of unscheduled overtime immediately preceding the time of the meal.

Section Four. An employee engaged in extended work or snow operations shall be entitled to an optional two (2) hour rest break at the employee's discretion without loss of pay or benefits after working twelve (12) consecutive hours. Employees may leave the highway garage during the two (2) hour rest break provided that the employee punches out on the highway garage time clock and punches back in within the two (2) hour period and is ready to work at the conclusion of the two (2) hour rest break. If the optional two (2) hour rest break is not utilized during snow operations, it is forfeited at the conclusion of such operations.

Section Five. While there is no standby requirement for employees with a snow and ice assignment, it is understood that employees are provided with Town issued and paid for cellphones for the purpose of responding to emergency overtime situations because responding to calls of this nature are an essential aspect of the job. No employee will be subject to disciplinary action for failing to remain at home awaiting a notice to report for snow and ice work. It is expected that the employee will respond to the call if an employee is contacted by

his/her supervisor and that he/she is expected to report to work to perform such work, unless the employee is on a pre-approved leave (personal, vacation). If an employee fails to report except under the exceptions described above, he/she may be subject to disciplinary action. An employee who is consistently unavailable may be subject to disciplinary action.

Section Six. If an employee assigned to winter maintenance operations is off-duty and observes that weather conditions are impairing highway travel or that hazardous driving is likely to result, he/she will make a completed phone call to his/her assigned work location for instructions whether he/she is to report for work. If the supervisor is absent from his/her office, he/she will assign an Authorized Spokesperson to speak for him/her. The employee will be expected to follow the instructions he/she receives. The Town reserves the right to call in non-bargaining unit personnel, if such additional personnel are needed and if they are not replacing otherwise available Bargaining Unit personnel.

Section Seven. Employees are to arrive at their designated location within a reasonable amount of time, but in no event shall this time be more than one (1) hour from the time of the call from the Town for overtime or weather related emergencies. They shall be paid from the initial call-in, not to exceed one (1) hour unless approved by the supervisor.

Section Eight. All qualified Bargaining Unit Employees from Highway will be used for scheduled and unscheduled overtime prior to work being given to non-bargaining unit employees. During snow work operations, two men will be assigned to each truck after eight (8) hours, upon the request of the driver subject to the Town's approval. The riders will assist the driver in backing operations, etc. A non-bargaining unit holder of a CDL can be called in as a driver if no bargaining unit drivers are available.

Section Nine. The employer shall survey Bargaining Unit employees to determine willingness to work overtime. Subject to the provisions of the overtime section, voluntary overtime shall be distributed equally as practical among qualified volunteers with similar skills and duties. Overtime shall be reasonably equalized over each six (6) month period. (November through April, May through October). When an employee refuses voluntary overtime, the hours offered shall be charged to the employee as worked, for equalization purposes.

When there are insufficient volunteers who normally do such work available for overtime work, the employer will endeavor to distribute such overtime work among all qualified volunteers.

Overtime records shall be maintained at each facility, which utilizes employees on overtime. The Foreman shall not be equalized on this overtime list. Such records shall be maintained or posted in an area convenient to the employees and shall be kept in a manner easily understandable by the employees. Such records shall also be available for inspection by the Union.

Section Ten. An employee who is required to report to work on an overtime basis shall receive a minimum of two (2) hours' pay. An employee who is recalled within two (2) hours

after being released from work shall be considered to have never been released and shall be paid accordingly.

If the employee is recalled within two (2) hours of a prior release, the two (2) hour guarantee shall begin with the time of release, rather than the time of recall.

This Section shall apply to Highway employees only.

Section Eleven. If during extended work or operations an employee becomes fatigued, he/she may request to be relieved from duty. In such cases, the supervisor shall arrange for any required relief personnel and shall arrange for the release of the fatigued employee as quickly as possible. An employee who is released shall not be required to report again for at least eight (8) hours. Release time shall be without pay, except that if the release falls within the employee's normal work schedule, the time shall be charged to vacation, personal leave or earned time, at the request of the employee. Following twenty-four (24) hours of snow duty, the Supervisor may request that an employee be released from duty for eight (8) hours.

Section Twelve. Employees who live out of town shall be allowed to remain at the garage between a late night and their next shift.

Section Thirteen. Any Bargaining Unit member who is not in the Highway Department but who volunteers for highway work hereunder shall be treated in the same manner as Non-Bargaining Unit personnel for purposes of this Article.

ARTICLE 34

Personnel Evaluation

The Town reserves the right during the pendency of this contract to propose and implement a system of personnel evaluations. The Town agrees, if and when it implements any such system, to propose said system to the Union, which agrees to negotiate same in good faith prior to implementation. Such negotiations shall include the issue of whether step movement under the salary schedule shall be contingent upon a satisfactory personnel evaluation.

ARTICLE 35

Pension

Effective upon final approval by the State of Connecticut Municipal Employees Retirement System Commission, all bargaining unit employees that qualify shall be covered by the Municipal Employees Retirement System (MERS) with the employee contributions and benefits provided for in accordance with MERS and the Connecticut General Statutes, as amended from time to time.

ARTICLE 36

Family and Medical Leave

An employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. § 1601, *et seq.*, shall be granted up to twelve (12) weeks of unpaid FMLA leave during a twelve (12) month period in accordance with the applicable provisions of the FMLA. Any accumulated paid leave time must be substituted for unpaid FMLA leave and exhausted first, and said paid leave shall be included in, and shall not be in addition to, the aforementioned twelve (12) weeks of allowable leave as permitted by the Act. The 12-month period shall be measured from the 12-months commencing on the date the employee first takes FMLA. A medical certificate as provided in the FMLA shall be required for FMLA leave situations. Employees on FMLA leave without pay shall continue to accumulate paid sick leave as described in the provisions of this Agreement, and the continuity of employment shall be preserved for purposes of seniority. Employees on FMLA leave shall have their health insurance coverage maintained during such leave on the same terms as if they had continued to work including their premium cost share; provided if the employee fails to return to work under circumstances described by the FMLA, the employee shall be liable for the retroactive premium payments in accordance with the FMLA.

IN WITNESS WHEREOF, the parties have set their hands this 17 day of July, 2019.

Signed, Sealed and Delivered
in the Presence of:

TOWN OF LISBON

Witness

Eraine Joseph

By:

Tom Sparkman, First Selectman

Witness

Margaret D. Wakely

THE MUNICIPAL EMPLOYEES UNION
INDEPENDENT, INC.

Witness

Eraine Joseph

By:

Theo Horesco
Its Duly Authorized Representative

Witness

Holly Smelser

APPENDIX A
TOWN OF LISBON
EMPLOYEE GRADES

	<u>Position</u>	<u>Grade</u>
1.	Administrative Assistant to the First Selectman	VIII
2.	Assessor (Certified)	IX
3.	Assessor Clerk	III
4.	Assistant Town Clerk (Non-certified)	IV
5.	Bookkeeper	IV-A
6.	Fire Marshal	VII
7.	Foreman	VIII
8.	Maintenance	V
9.	Nutrition Site Server	I
10.	Senior Coordinator/Municipal Agent	VIII
11.	Senior Van Driver	III

APPENDIX B-1

TOWN OF LISBON

PAY SCALE

EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2017

EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
I	14.15	14.79	15.31	15.92	16.57	17.33
II	15.29	15.89	16.49	17.19	17.88	18.74
III	16.48	17.18	17.87	18.61	19.29	20.27
IV	17.82	18.58	19.27	20.05	20.86	21.86
IV-A	18.53	19.29	20.07	20.87	21.68	22.73
V	19.24	20.01	20.86	21.69	22.49	23.61
VI	20.78	21.67	22.47	23.39	24.33	25.47
VII	22.45	23.37	24.28	25.27	26.24	27.55
VIII	24.10	25.25	26.22	27.31	28.36	29.74
IX	25.47	26.61	27.25	29.03	30.36	31.71

APPENDIX B-2

TOWN OF LISBON

PAY SCALE

EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
I	14.50	15.16	15.70	16.32	16.99	17.77
II	15.68	16.28	16.90	17.62	18.32	19.21
III	16.89	17.61	18.31	19.08	19.77	20.78
IV	18.27	19.05	19.75	20.55	21.38	22.41
IV-A	19.00	19.77	20.57	21.39	22.22	23.30
V	19.72	20.51	21.38	22.23	23.05	24.20
VI	21.30	22.21	23.03	23.98	24.94	26.11
VII	23.01	23.95	24.89	25.90	26.90	28.24
VIII	24.70	25.88	26.87	27.99	29.07	30.48
IX	26.11	27.27	27.94	29.75	31.12	32.51

APPENDIX B-3

TOWN OF LISBON

PAY SCALE

EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2022

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
I	14.86	15.54	16.09	16.72	17.41	18.21
II	16.07	16.69	17.33	18.06	18.78	19.69
III	17.32	18.05	18.77	19.56	20.27	21.30
IV	18.73	19.52	20.25	21.06	21.91	22.97
IV-A	19.47	20.27	21.09	21.93	22.78	23.89
V	20.21	21.02	21.91	22.79	23.63	24.80
VI	21.83	22.77	23.61	24.57	25.57	26.76
VII	23.58	24.55	25.51	26.55	27.57	28.95
VIII	25.32	26.52	27.55	28.69	29.80	31.24
IX	26.76	27.96	28.63	30.50	31.90	33.32

APPENDIX C

DENTAL INSURANCE AND VISION CARE

CO-PAY DENTAL BENEFITS

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

Covered services include:

- ◆ Oral Examinations
- ◆ Periapical and bitewing x-rays
- ◆ Topical fluoride applications for those under age 19
- ◆ Prophylaxis, including cleaning, scaling and polishing
- ◆ Repair of 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 inlays, 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.

ACCESSING BENEFITS:

Participating Dentists Benefits

When receiving care from one of over 1,800 Participating Dentists, the member simply presents an identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a participating Dentist, we will pay the lesser of eighty percent of the dentist's usual charge or eighty percent of the Usual, Customary and Reasonable charge as determined by us. The dentist accepts the allowance upon which the payment is based as payment in full and will make no additional charge to the member except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay the lesser of eighty percent of the dentist's charge or 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 Co-Pay Dental Plan. 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.

**DENTAL AMENDATORY RIDER A
ADDITIONAL BASIC BENEFITS**

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross & Blue Shield will pay the lesser of fifty percent of the dentist's usual charge or fifty 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 fully 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. 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.

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 (not 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 to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

If the member is not covered by Dental Amendatory Rider C (Prosthodontics) we will pay for the following types of crowns, inlays or onlays, but only when there is clinical evidence that amalgam or synthetic fillings would not be satisfactory for the retention of the tooth:

- ◆ One tooth on either side or two teeth on one side of a replacement for missing teeth, as part of a fixed bridge.
- ◆ No benefits will be provided for the tooth replacements.
- ◆ Space maintainers – payment will be made for devices to preserve space due to premature loss of primary teeth, but not for interceptive orthodontic devices. Payment will be made for up to two devices per member per lifetime.

TOWN OF LISBON

VISION CARE PLAN

ANTHEM BLUE CROSS & BLUE SHIELD'S VISION CARE RIDER OFFERS:

- ◆ Yearly eye examination for vision corrections
- ◆ Coverage for prescription lenses (single-vision, bifocals, trifocals), frames and contact lenses with fitting, adjustment and aftercare for maintenance of comfort and efficiency.
- ◆ In-plan and out-of-plan coverage.

ACCESSING BENEFITS:

- ◆ Participating providers will bill Anthem Blue Cross & Blue Shield directly. The member pays the provider directly for any charges which exceed the maximum allowance.
- ◆ Non-participating providers require payment from the member who, in turn, submits the itemized bill to Anthem Blue Cross & Blue Shield for reimbursement to the allowable schedule.

VISION EXAM COVERAGE:

Exam with dilatation of pupils (cycloplegia) and post cycloplegic visit if required. Up to \$50 per calendar year

Exam without cycloplegia Up to \$50 per calendar year

OPTICAL SERVICES:

Frames for prescription lenses Up to \$28 per calendar year

Single vision lenses Up to \$33.50 per calendar year

Bifocal lenses Up to \$52 per calendar year

Trifocal lenses Up to \$84 per calendar year

Contact lenses when used to correct visual acuity to 20/70 or when medically necessary Up to \$225 per calendar year

Contact lenses when used for any other reason, equivalent to amount payable for single vision Up to \$33.50 per calendar year per

PRINCIPAL LIMITATIONS & EXCLUSIONS:

Services, frames and lenses required by the employer as a condition of employment. Sunglasses, tinted glasses or industrial glasses unless they are prescription lenses. Contact lenses for cosmetic, convenience or any purpose other than correction of visual acuity to 20/70 or medical necessity as determined by Anthem Blue Cross & Blue Shield, will be covered in an amount up to the single prescription lenses indemnity amount subject to the annual maximum.

*TOWN OF LISBON
AND
MUNICIPAL EMPLOYEES UNION INDEPENDENT
RETIREMENT PLAN
MEMORANDUM OF AGREEMENT*

INTL/21624/2/41629.1
10/17/95-JKL/HI

A. ELIGIBILITY

Employees hired after July 1, 1995 shall be eligible for inclusion in the retirement plan after a one-year waiting period commencing with their date of hire. Current employees shall be included in the retirement plan effective July 1, 1995.

B. BENEFITS

(1) The retirement plan for eligible employees shall be the Town of Lisbon Deferred Compensation Plan (Section 457 Public Employee Deferred Compensation Plan). The Town shall contribute four (4%) percent of an employee's pay to the individual account set up for him/her under the plan. Employees shall be required to contribute two (2%) percent of their pay to their accounts. The contributions shall be deposited into the accounts on a bi-weekly basis. The administration of the plan shall be in accordance with the group annuity contract between the Town and the applicable company.

(2) It is agreed that Mr. J. Potts shall be entitled to two hundred dollars (\$200.00) per month if he retires between the date of this Agreement and the date on which he reaches his 72nd birthday. Said dollar amount shall be paid monthly until Mr. Potts attains the age of 72 and shall be in addition to the benefit he may accrue as a result of his participation in the Section 457 Plan described above (should he elect to participate). If Mr. Potts retires after his 72nd birthday, he shall solely be eligible for any benefit he may be entitled to under the Section 457 Plan.

(3) It is understood that the issue of a Long Term Disability Plan will be raised by the Union in the negotiations of the collective bargaining agreement which agreement is scheduled to commence on July 1, 1998.

C. DURATION

The pension provisions of the collective bargaining agreement shall not be reopened until the time for negotiations for the successor agreement to the 1993-1995 collective bargaining agreement.

Joy C. Byles
For the Union
Joy Byles, MEUI
12/1/98

James Wright
For the Town
James Wright, First Selectman
12-1-98

COPY
12/1/98

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