

Collective Bargaining Agreement

Between

Town of Waterford

- and -

Local 818 Of Council 4, AFSCME, AFL-CIO

July 1, 2020 - June 30, 2023

TABLE OF CONTENTS

Contents

ARTICLE I - GENERAL PURPOSE.....	1
ARTICLE II - RECOGNITION AND SECURITY	2
ARTICLE III - DUES.....	3
ARTICLE IV- GRIEVANCE PROCEDURE.....	4
ARTICLE V - MANAGEMENT RIGHTS	6
ARTICLE VI - SALARY SCHEDULE/CLASSIFICATION PLAN	7
ARTICLE VII - INSURANCE AND PENSION	7
ARTICLE VIII - HOLIDAYS	10
ARTICLE IX – VACATIONS	11
ARTICLE X – LONGEVITY.....	12
ARTICLE XI - SICK LEAVE.....	12
ARTICLE XII - INJURY LEAVE	13
ARTICLE XIII - PERSONAL LEAVE.....	14
ARTICLE XIV - MILITARY LEAVE	14
ARTICLE XV - OTHER LEAVE	14
ARTICLE XVI - FUNERAL LEAVE.....	14
ARTICLE XVII - GENERAL PROVISIONS.....	14
ARTICLE XVIII - PROFESSIONAL EDUCATION.....	16
ARTICLE XIX - PERSONNEL FILES	17
ARTICLE XX - NO DISCRIMINATION	17
ARTICLE XXI – CLOTHING	18
ARTICLE XXII - DURATION.....	18
SIGNATURE PAGE	19
APPENDIX A.....	20
GGA CLASSIFICATION SCHEDULE 2020-2021	20
GGA CLASSIFICATION SCHEDULE 2021-2022	21
GGA CLASSIFICATION SCHEDULE 2022-2023	22
APPENDIX B	23

This Agreement is entered into by and between the Town of Waterford hereinafter referred to as the "Town" or "Employer" as represented by the Chief Executive and American Federation of State, County and Municipal Employees, hereinafter referred to as AFSCME or "Union" on behalf of the Waterford General Government Administrators Unit, hereinafter referred to as the "bargaining unit."

ARTICLE I - GENERAL PURPOSE

- 1.1 **Objective.** It is the objective of this Agreement to encourage and strengthen an orderly, harmonious relationship between the parties in order that more efficient and progressive public services shall be rendered to all citizens of Waterford. The signatories to this Agreement hereby pledge to maintain and improve the present high standards of service in an efficient and economical manner.
- 1.2 **Vacancies.** Whenever there is a vacancy in any position represented by the Union, said vacancy shall be clearly posted and any member of the bargaining unit who meets the qualifications of the job description and so desires to fill the vacancy, shall upon filing an application be given an interview. Such posting of vacancies shall be for a five (5) day period. In the event there are no bargaining unit members who meet the qualifications of the job description, the Town may offer the position to a non-bargaining unit applicant. The bargaining unit Secretary shall be sent a copy of such vacancy notification at the time of posting. A location within each building in which a Union member has an office shall be provided by the Town for such postings.
- 1.3 **New Positions.** Whenever there is a new full-time position established by the Town, management shall notify the President of the bargaining unit of its intent to assign said position to a negotiating unit. New Positions which are considered professional, technical, supervisory, administrative or salaried positions, shall be offered first for inclusion in this bargaining unit. Said new position shall be included in Appendix "A" under the established classification and shall continue as a position with all others listed therein unless mutually agreed by the parties hereto that a position shall be removed from the bargaining unit Section 3.2 notwithstanding.
- 1.4 **Seniority**
 - a. Seniority is hereby defined as an employee's length of continuous service in the Waterford GGA bargaining unit, measured from his or her most recent date of entry into the bargaining unit.
 - b. In the event of a layoff, the affected employee shall be given at least two (2) weeks' notice in writing and the order of layoffs shall be as follows:

Probationary Employees (by seniority)

If the Town determines that a layoff is thereafter required among full-time employees, said layoff will be in the department/classification as determined by the Town.

Laid-off employees shall be subject to recall in inverse order of layoff for eighteen (18) months from the date of layoff. A qualified laid off employee shall be afforded an opportunity for re-employment prior to new employees being hired, provided such laid off employee responded to a call to report for work not more than seven (7) calendar days after receipt of notice sent to her/him by registered mail to her/his last known mailing address. If such laid off employee fails to report for work within fifteen (15) calendar days of receipt of notice sent to him/her by registered mail to her/his last known post office address, (s)he shall lose all rights of recall. An employee returning to work under this provision shall retain all seniority rights that existed at the time of layoff.

- c. Seniority shall be lost for the following reasons only: a) voluntary quitting; b) failure to return to work from an approved leave and (c) discharge for just cause.

ARTICLE II - RECOGNITION AND SECURITY

- 2.1 Recognition and Positions. The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees within the Bargaining Unit set forth below. For the purposes of this Agreement the municipal Employer and the Union mutually agree that the following classifications of employees constitute a unit appropriate for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment within the meaning of Sec. 7-471(3) of the Municipal Employee Relations Act and recognized by the Connecticut State Board of Labor Relations in Case No. ME-29,310, Decision No. 4548:

Accountant, Assessor, Assistant Assessor, Assistant Building Official, Assistant Director Public Works, Assistant Director Recreation and Parks, Assistant Director Senior Services, Assistant Director Utility Commission, Planner, Building Official, Emergency Management Administrative Officer, Environmental Planner, General Foreman, Director of Senior Services, Program Coordinator/Recreation, Program Coordinator/Youth Services, Purchasing Agent, Deputy Town Clerk, Youth Services Director and Zoning Official.

- 2.2 Legality. Should any article, section or portion of this Agreement be held unlawful or unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific article, section or portion of this Agreement. The parties will meet and discuss the abrogated provision within thirty (30) days and the remainder of the Agreement shall remain in full force and effect.

- 2.3 Bargaining Committee. The names of the duly chosen representatives of bargaining unit shall be submitted to the Chief Executive of the Town and shall include no more than three (3) members.
- 2.4 Duties of Bargaining Committee. The duly constituted representatives of the bargaining unit shall have the right and duty to the employees in the bargaining unit to:
- a. Represent said employees in discussions relative to employment with the administration or its duly authorized representative.
 - b. Represent said employees in grievance procedures as set forth in this Agreement, subject to Sec. 7-468 (d) of the General Statutes.
- 2.5 Rights of Bargaining Committee. Employees who are designated or elected for the purposes of adjusting or assisting in the administration of this Agreement, shall, at the discretion of the Chief Executive, be permitted a reasonable amount of time free of their regular duties to fulfill these obligations at no loss of pay, which have as their purpose the maintenance of harmonious and cooperative relations between the employer and the employee, and uninterrupted operation of government.
- 2.6 Non-Discrimination. The Town agrees there will be no discrimination against any employee because of his or her duties as a bargaining unit Officer, agent or committee member.
- 2.7 Meeting Room Authorization. The bargaining unit membership shall be allowed to hold its meetings at any Waterford Meeting Room upon request and upon notification to the proper authorities, at no cost to the bargaining unit, other than janitorial fees, if applicable.
- 2.8 Retroactivity. When it is determined, under the provisions of Section 5.2 that an employee is to become a permanent employee, all provisions of this contract shall be provided retroactively to the date of hire unless otherwise provided for in this agreement.
- 2.9 Application of Provisions. Whenever any member of the bargaining unit is summoned to work other than during normal office hours, all provisions of this Agreement shall apply from the time of call until the member returns home. Such return time is not to exceed one hour from completion of work assignment.

ARTICLE III - DUES

- 3.1 Union Security and Payroll Deduction. All employees in the bargaining unit shall be offered the option to, join the Union or pay an agency fee to the Union. The agency fee shall be established by the Union and set in accordance with law.

Upon receipt of a voluntarily signed authorization form from the employee involved, a copy of which is attached to this agreement as Appendix B, the Employer agrees to

deduct Union membership dues or service fees each week from the pay of an employee who voluntarily, individually and in writing authorizes such deductions. Such authorization shall continue in effect until revoked by the employee by written notice of revocation to the Employer and the Union.

The Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon certified lists furnished by the Union or for the purpose of complying with any provision of this Article, including attorneys' fees and costs.

- 3.2 Such payroll deductions, as provided herein, shall be remitted to the Council #4 Office of the Union by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

ARTICLE IV- GRIEVANCE PROCEDURE

- 4.1 Definition. A "Grievance" shall mean a complaint by a bargaining unit member or the bargaining unit as a whole asserting that there has been a violation, misinterpretation or inequitable application of the provisions of this Agreement, or that he or she or it has been treated unfairly or inequitably by act or condition which is contrary to established policy or practice governing or affecting employees and their employment or has a problem concerning the interpretation or application of any provisions, rule or regulation pertaining to:

- a. discharge, suspension or other disciplinary actions
- b. charge of discrimination
- c. employee working conditions

- 4.2 Time Limits. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limit specified, however, may be extended by written agreement of the Union and the Employer.

- 4.3 Grievance Procedure:

Step 1: Written grievance to First Selectman or his designee. Not later than ten (10) working days after the event giving rise to the grievance, or ten (10) working days after the employee shall reasonably have learned of the event giving rise to the grievance, whichever is later, the employee shall submit a written grievance to the First Selectman's office. Not later than ten (10) working days after receipt of the written grievance the First Selectman, or his/her designee, shall meet with the employee and, if the employee so desires, a representative of the Union. The First Selectman, or his/her designee, shall give his/her written answer to the grievant within ten (10) working days after such

meeting. A copy of such response shall simultaneously be provided to the Local Union President.

Step 2: If the Union is not satisfied with the decision at Step 1, the Union may request mediation take place through the offices of the State Board of Mediation and Arbitration. Any such request shall be made in writing with a contemporaneous copy to the First Selectman's office and must be made within fifteen (15) working days of receipt of the decision in Step 1 above.

Step 3:

- a. Any grievance as defined in Section 4.1 of this Agreement that has been properly and timely processed through the grievance procedure may be appealed to arbitration by the Union by serving the First Selectman's office with a written notice of its intent to appeal. Such appeal shall be made by the Union to the Connecticut State Board of Mediation and Arbitration (CSBMA) or the American Arbitration Association (AAA). The Union may appeal a grievance to arbitration in accordance with this Section 4.3 within fifteen (15) working days from the conclusion of mediation or if no mediation is requested within fifteen (15) days of receipt of the decision in Step 1 above, with a contemporaneous copy to the Town.
- b. Within fifteen (15) working days after the Union has timely filed for arbitration with the CSBMA in compliance with paragraph (a), the Town may, in its sole discretion, notify the Union that it wants the matter heard by the AAA and submit a demand for arbitration under the expedited rules of the AAA. If the matter is heard by the AAA, pursuant to this provision (b), the Town agrees to pay the full costs of the AAA administrative fees and arbitrator's fee.

4.4 Written Presentation. All grievances present at Step 1 of this procedure set forth in Section 4.3 of this Agreement shall be dated and shall set forth the facts giving rise to the grievance; the provision(s) of this Agreement, if any, alleged to be violated; the names of the aggrieved employee(s); and the remedy sought by the Union.

4.5 Arbitrator's Jurisdiction. Jurisdiction of the authority of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement. He/She shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding upon the aggrieved employee, the Union and the Employer.

ARTICLE V - MANAGEMENT RIGHTS

5.1 The Employer shall continue to have, whether exercised or not, all the functions of management and shall have retained and reserved unto itself the right to exercise all the powers, authority and prerogatives of management, except as specifically abridged or modified by a specific provision in this Agreement, including, but not limited to, the following items. And further provided that any impact on wages, hours or work conditions shall be first negotiated with the Union.

- a. the operation of the Town;
- b. the determination of the level of services to be provided;
- c. the direction, control, supervision and evaluation of employees;
- d. the establishment of job assignments;
- e. the determination of job descriptions;
- f. the increase, change or discontinuation of operations in whole or in part;
- g. the institution of technological changes;
- h. the revising of processes, systems or equipment;
- i. the alteration, addition or elimination of existing methods, equipment or facilities;
- j. the determination of the location, organization, number and training of personnel of the Town;
- k. the hiring, appointment and promotion of employees;
- l. the demotion, suspension, discipline or discharge of non-probationary employees for just cause;
- m. the layoff of employees due to lack of funds or of work;
- n. the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Employer deems necessary, provided, however, that no specific provision in this Agreement is violated.

5.2. Probationary Period. Each newly hired employee covered by this Agreement shall be on a twelve (12) months probationary period. During the twelve (12) months probationary employment, the employee will not be subject to any terms or conditions of this Agreement, with the exception of Wages, Holidays, Funeral Leave, Retirement Plan, and Indemnification pursuant to Section 17.4 of this Agreement. Group Health Insurance shall become effective the first of the month following the first day of employment and/or as required by law. Notwithstanding the above, vacation leave shall be available to employees after the completion of six (6) months continuous service with the Town under the terms set forth in Article IX of this Agreement.

The discipline or discharge of any employee who is in Probation status shall not be a violation of this Agreement. Employees may be disciplined or discharged during the probationary period without cause. The Employee and the Union shall have no recourse to the grievance procedure. The time period described in this Article for fulltime employees shall mean twelve (12) calendar months of actual service. It shall be the exclusive right of the Chief Executive or the appropriate Board or Commission or

Department Head, whichever is applicable, to determine at the end of the probationary period, whether the employee is to become a permanent employee, or is to be terminated.

ARTICLE VI - SALARY SCHEDULE/CLASSIFICATION PLAN

6.1 Management Professional Classification System. Each bargaining unit position shall be classified in accordance with the classification plan as reflected in Appendix A. Changes in position classifications shall be done in accordance with those policies and procedures as are established by the Personnel Review Board, which shall be subject to the grievance procedures listed under Article IV, and shall otherwise remain in full force and effect during the term of this Agreement. The parties agree that requests for changes to bargaining unit position classifications/wages shall not be forwarded to the Personnel Review Board absent Union agreement and Town agreement.

6.2 Salary Schedule. The annual salary for those employees whose positions are covered herein shall be in accordance with the Salary Schedule as reflected in Appendix A.

The S-1 Step shall serve, together with the position's maximum salary, as a salary range for hiring purposes. The Town would be allowed to fill vacancies at its discretion within the salary range.

6.3 Wages – July 1, 2020. Effective and retroactive to this date, each member of the bargaining unit, employed as of the date of the Tentative Agreement (3/15/2021), shall receive a two and one-quarter percent (2.25%) salary increase. (See attached Appendix "A").

6.4 Wages - July 1, 2021. Effective this date, each member shall receive a two and one-quarter percent (2.25%) salary increase. (See attached Appendix "A").

6.5 Wages - July 1, 2022. Effective this date, each member shall receive a two and one-quarter percent (2.25%) salary increase. (See attached Appendix "A").

ARTICLE VII - INSURANCE AND PENSION

7.1 a. (1) The Town shall provide eligible employees and their eligible dependents as the sole and primary Hospital, Medical and Prescription Plan an HDHP partnered with an HSA (\$2000 single/\$4000 family), as described in Appendix B.

(2) The Town will contribute fifty percent (50%) of the \$2000/\$4000 deductible, provided the employee has set up an HSA. This payment will be made in two equal installments on or about July 1st and January 1st.

In lieu of a non-taxable contribution to an individual's HSA, the Town shall pay individuals ineligible to open an HSA, but who have otherwise

enrolled in the HDHP, the same gross amounts as set forth above on a taxable basis.

- (3) Each Employee shall be responsible for eleven percent (11%) of the applicable fully insured premium rates or fully insured equivalent rates determined by the insurance carrier or administrator for all health insurance benefits excluding life insurance and accidental death and dismemberment for single, two person or family coverage.

Effective July 1, 2021, each Employee shall be responsible for twelve percent (12%) of the applicable fully insured premium rates or fully insured equivalent rates determined by the insurance carrier or administrator for all health insurance benefits excluding life insurance and accidental death and dismemberment for single, two person or family coverage.

Effective July 1, 2022, each Employee shall be responsible for thirteen percent (13%) of the applicable fully insured premium rates or fully insured equivalent rates determined by the insurance carrier or administrator for all health insurance benefits excluding life insurance and accidental death and dismemberment for single, two person or family coverage.

- b. Alternative Plan. The Town may offer one or more alternative health insurance plan. Each employee may choose whether or not to enroll in any alternative plan. The Town reserves the right to determine the terms, conditions, cost shares and all substantive aspects of any alternative plan.
- c. Master Group certificates and/or policies are available in the Human Resources office for more specifics. The master certificates and/or policies are the governing documents concerning the Town's insurance plan designs; the information contained herein and in the contract appendices is therefore intended as a summary.
- d. The employee contributions in this article will be deducted on a pre-tax basis.

7.2 a. The Town will provide full dental coverage with additional basic benefits and orthodontia benefits with the employee paying the percentage cost share equal to that of the HDHP plan. The Dental plan is described in summary form in Appendix C.

- b. The Town will provide a vision rider as described in summary form in Appendix D with the employee paying the percentage cost share equal to that of the PPO plan.

7.3 Change of Insurance Carrier. The Town shall have the right to change insurance carriers and/or to self-insure and/or fully insure in whole or in part, in order to provide insurance

coverage as set forth above, provided further that coverages which result from change in carriers and/or self-insurance are substantially equivalent or better than the coverage described above in terms of coverage, benefits and administration. The absence of assignment of benefits afforded through Anthem Blue Cross and Blue Shield provider network shall not act as a bar to the consideration of alternative carriers.

The President of the Union shall be notified in writing within thirty (30) days of any intention to change carriers and shall have a reasonable opportunity to review the proposed changes. Should the Union and the Town disagree that the changes proposed will provide coverages substantially equivalent to the coverages, benefits and administration described above at no additional cost to staff members, the disagreement(s) shall be subject to arbitration before the State Board of Mediation and Arbitration. The status quo will be maintained during the above procedures.

7.4 Waiver of Coverage:

- a. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all health insurance and dental coverages outlined above and, in lieu thereof, shall receive an annual payment of One Thousand Dollars (\$1,000.00) in cash provided they are not covered under another Waterford Town or Board of Education Health Plan. Payment to those employees waiving such coverage shall be made in equal payments during the months of November, January, April and June.
- b. Where a change in an employee's status prompts the employee to resume Town-provided insurance coverage, the written waiver may, upon written notice to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.
- c. Notice of intention to waive insurance coverage must be sent to the Human Resources Director not later than October 1, to be effective on January 1 of each contract year. The election to waive coverage shall only be approved after the employee has provided the Town with proof of alternative insurance coverage.
- d. Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

7.5 The Town agrees to provide a life insurance benefit of each employee in the amount of one hundred thousand dollars (\$100,000).

- 7.6 Retirement Plan. All current employees are covered under the provisions of the Municipal Employees Retirement Fund Plan B.
- 7.7 HRA. For each employee hired before July 1, 2006, the Town will establish a health reimbursement arrangement account (HRA) for the benefit of said employee. Employees who retire from service to the Town under the terms of this Agreement and only their spouses at the time of their retirement will be eligible to receive benefits from the HRA. Succeeding spouses will not be eligible to receive benefits from the HRA. Any balance remaining in an employee's HRA at the time of his or her death and death of their eligible spouse will revert to the Town. The HRA will be funded pursuant to Article 11, Section 11.5 of this Agreement. No employee hired on or after July 1, 2006 shall be eligible for the HRA.
- 7.8 Long Term Disability. Subject to the limitations set forth below, the Town shall provide, and share the cost with eligible employees, Long Term Disability Insurance, or substantially equivalent long term disability insurance. The employee will be responsible for fifty percent (50 %) of the premium cost of this insurance. The Town shall be responsible for the remaining fifty percent (50%).

The Town's total premium liability cap shall not be more than Two Hundred Fifty Dollars (\$250.00) per month.

The employee contributions in this article will be deducted on a pre-tax basis.

ARTICLE VIII - HOLIDAYS

- 8.1 List. Each employee shall receive thirteen (13) paid holidays during each calendar year as listed and any additional Waterford holidays duly established during the terms of this Agreement.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day
Floating Holiday*	

*Each employee shall receive one floating holiday, which shall be taken on any work day from the Monday after Thanksgiving through the day after Christmas, at the option of the employee, provided, however, that the choice of such day shall be subject to the approval of the First Selectman, depending upon the staffing requirements of the Town.

- 8.2 Holiday Work Provision. When an employee is required to work on a holiday as set forth in Section 8.1, of this Article, he/she shall be given a due day, if not otherwise compensated for that holiday, upon notification of and approval from his/her immediate supervisor.

ARTICLE IX – VACATIONS

9.1 Description. Employees shall be granted time off with pay for vacation as follows:

a. Each employee who has completed one (1) year of service with the Town shall be entitled to a vacation of ten (10) working days annually.

1) Notwithstanding the above, after an employee has completed six (6) months continuous service with the Town, that employee, with prior approval of his/her supervisor, may take the pro rata share of his/her vacation leave set out above.

2) This subsection does not expand the amount of leave to which an employee is entitled on an annual basis according to this agreement.

3) This subsection applies to vacation leave only. It does not create an entitlement to vacation pay as contemplated in Article 9.1 (d) or (e) for any employee with less than one (1) year of service with the Town.

b. Each employee with five or more years of service with the Town shall be entitled to the following vacation benefit annually:

5 years of service	15 days
6 years of service	16 days
7 years of service	17 days
8 years of service	18 days
9 years of service	19 days
10 years of service	20 days
11 years of service	21 days
12 years of service	22 days
13 years of service	23 days
14 years of service	24 days
15 years of service	25 days

c. Selection for vacation leave shall be by employee seniority.

d. Pro-rata earned accumulated vacation pay shall be granted to an employee at the rate of pay in effect at the time of termination in the event he or she terminates service with the Town.

e. In the event of an employee's death, the individual designated as beneficiary on employee's Town-sponsored life insurance shall be paid for employee's earned vacation leave (i.e., leave actually on the books) as of the date of the employee's death.

f. In the event of illness during an employee's vacation period, the employee shall not be charged with vacation leave providing a doctor's certificate verifies illness upon request of the Chief Executive.

- g. When a holiday occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation.
- h. Vacation time may be accumulated to a maximum of forty (40) days per year. Accumulated vacation leave shall not exceed forty (40) days at the conclusion of any anniversary year. Leave in excess of forty (40) days shall be forfeited. Employee hired after October 6, 2014, shall eligible to accumulate to a maximum of twenty-five (25) days per year. Accumulated vacation leave shall not exceed twenty-five (25) days at the conclusion of any anniversary year. Leave in excess of twenty-five (25) days shall be forfeited.
- i. The Chief Executive may grant exceptions to Section 9.1 (h) above.

ARTICLE X – LONGEVITY

- 10.1 **Rates.** Longevity Pay shall mean a salary additive payment based on length of continuous service to the Town, paid annually to employees hired on or before October 6, 2014, covered herein on the first pay date of their anniversary month of hire, as follows:

10-15 years - 1% 15-20 years - 1.5% 20-25 years - 2.0% 25 + years – 2.25%

ARTICLE XI - SICK LEAVE

- 11.1 **Definition.** Sick leave shall be considered to be absence from work with pay for the following reasons:
- a. Illness or injury except where directly traceable to employment for the Town of Waterford and covered by Workers' Compensation.
 - b. When the employee is required to undergo medical, optical or dental treatment, and only when this cannot be accomplished during non-working hours.
 - c. In the event of critical illness, or severe injury, or maternity in the immediate family, creating an emergency which requires the attendance or aid of the employee, as much as five (5) working days leave with pay shall be granted within the calendar year, and such leave shall be charged to either the employee's regular sick leave or vacation leave.
 - d. A medical certificate signed by a licensed physician or other practitioner whose method of healing is recognized by the State authorities, may be required for any period exceeding three (3) working days as supporting evidence when sick leave is requested.
- 11.2 **Allowance.** Sick leave allowance shall be earned by each employee at the rate of 1 ¼ days per month for a total of fifteen (15) days per year, commencing with the month of hire, accumulated to one hundred seventy-five (175) days. Employees hired after

October 6, 2014, shall be eligible to accumulate up to one hundred and twenty (120) days.

- 11.3 Accumulation While on Leave. Sick leave shall continue to accumulate during any authorized leave with pay. No sick leave shall accrue during a leave of absence without pay or while an employee is under suspension.
- 11.4 Medical Examination. The Town may provide a physician to make any necessary examination or investigation of any alleged abuses of sick leave or injury leave. The cost of such examination shall be paid by the Town. In extenuating circumstances, the Chief Executive may grant additional sick leave.
- 11.5 HRA Funding and Sick Leave Payment Upon Separation from Employment.
- (1) Effective July 1, 2017, for eligible employees as identified in Article 7.7, annually, in the month of the employee's service anniversary with the Town, sick leave in excess of an employee's maximum accrual pursuant to Article 11.2 shall be deposited in the employee's HRA on a two (2) days to one (1) day basis. For every two (2) days of sick leave in excess of an employee's maximum accrual pursuant to Article 11.2, one (1) day shall be deposited in the employee's HRA at the dollar value determined pursuant to this Article.
 - (2) Upon death or termination of employment, for any reason, an employee, or the individual designated as beneficiary on employee's Town-sponsored life insurance, shall be paid: Fifty percent (50%) of his/her accumulated sick leave for one (1) through thirty (30) days, Seventy-five percent (75%) of his/her accumulated sick leave from thirty-one (31) through one hundred (100) days, and one hundred percent (100%) of his/her accumulated sick leave from one hundred and one (101) days through one hundred seventy-five (175) days (175 days maximum), provided he/she has accumulated a minimum of thirty (30) days.
 - (3) For the purposes of this section, the dollar value of a day of sick leave shall be computed as the employee's annual salary on the date of retirement divided by two hundred sixty (260) days. Payment shall include fractional days as payable as fractions.

ARTICLE XII - INJURY LEAVE

- 12.1 Conditions. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an illness, accident or injury which occurred while the employee was engaged in the performance of his duties. Employees of the Town are covered by Workers' Compensation and are paid stated amounts due to injuries sustained on the job. The employee shall be paid by the Employer the difference between his regular pay and Workers' Compensation for up to nine (9) months from the date of injury.

Until a determination is made as to the eligibility for Workers' Compensation payments, absences shall be charged, at the employee's option, to accumulated sick leave and or vacation time, or leave without pay. Employee's time will be credited when compensation becomes effective.

ARTICLE XIII - PERSONAL LEAVE

- 13.1 Conditions. All employees covered under this Agreement shall be entitled to three (3) Personal Leave Days per calendar year. Said leave must be approved in advance by the immediate administrative supervisor.

ARTICLE XIV - MILITARY LEAVE

- 14.1 The Town will comply with its obligations under Federal and/or State Law(s).

ARTICLE XV - OTHER LEAVE

- 15.1 Term. The Chief Executive may grant leave of absence without pay for a period not to exceed one (1) year. Recommendation for such leave of absence shall be by the appropriate Board or Commission.
- 15.2 Conditions. During the period of Leave of Absence, the employee shall not be credited for length of service, accrued sick leave, vacation leave or other due leave time. However, any previous benefits earned and/or accumulated, will be retained to his/her credit when reinstated.
- 15.3 Disability. The Town will comply with any applicable State and/or Federal Laws.

ARTICLE XVI - FUNERAL LEAVE

- 16.1 Immediate Family. Special leave, not to exceed five (5) calendar days with pay shall be granted an employee in the event of the death of a spouse, mother, father, child/stepchild, sister, brother, grandmother, grandfather or grandchild.
- 16.2 Other. Special leave, not to exceed three (3) calendar days, with pay, shall be granted for the purpose of attending a family funeral in the event of the death of a brother-in-law, sister-in-law, mother-in-law, father-in-law, step mother, step father, aunt, uncle, niece or nephew.
- 16.3 Additional. Additional days may be granted by the Chief Executive under extenuating circumstances.
- 16.4 Funeral Leave - Additional. All funeral leave, under this Article, must be taken within fourteen (14) days after the death unless a longer period is approved by the Chief Executive on a case by case basis.

ARTICLE XVII - GENERAL PROVISIONS

- 17.1 Gender. All reference to employees in this Agreement designates both sexes and wherever the male gender is used it shall be construed to include male and female employees.

- 17.2 No Lock-out or Strike. The Town agrees that there will be no lock-out of an employee(s) during the term of this Agreement and the Association agrees that there will be no strike or work stoppage, or slowdown of work, during the term of this Agreement.
- 17.3 Changes to Agreement. No Agreements, understandings, alterations, or variations of this Document, or terms or provisions herein contained, shall bind the parties hereto unless made and executed in writing by the parties hereto.
- 17.4 Indemnification. The Town shall protect all bargaining unit members from damage suits in accordance with Section 7-101 a, b, c and d of the Connecticut General Statutes.
- 17.5 Re-Opener Clause. Any portion of this Agreement may, by mutual agreement, be re-opened for discussion and amendment through a written memorandum of understanding between the Union and the Chief Executive.
- 17.6 Hours of Work. The normal or basic office hours for members of the Association shall be eight (8) consecutive hours between the hours of 7:00 a.m. until 6:00 p.m., with said hours determined in the operational convenience of the Town, Monday through Friday, with one hour for lunch, for total of seven (7) hours per day and thirty-five (35) hours per week.
- Note:** Leave accrual and use will continue to be determined on an 8 hour day. Employees will continue to earn leave in 8 hour blocks, and any leave, or partial leave, day must total 8 hours.
- 17.7 Timekeeping. Employees are accountable to the Town and the public and, as such, are required to record their daily work hours on a weekly basis in a format and manner identified by the Town.
- 17.8 Position Descriptions. The Union acknowledges that the Town is fully and exclusively responsible for deciding what the duty and responsibility content of each position shall be, and for the accuracy and adequacy of descriptions. Two complete sets of current job descriptions for all bargaining unit members shall be provided, one to the Union and, one to the Chief Executive for record. No substantive changes or additions will be made to the duties or responsibilities of the members covered by this Agreement without prior written agreement between the Chief Executive and the Union. The Town shall have the exclusive right to develop descriptions for all new positions which shall be added to the established set upon adoption.
- a. Description Appeal. The Town agrees that when an employee believes his/her position description does not accurately or adequately describe continuing duties and responsibilities exclusive of details or temporary assignments, an employee may discuss and review the matter with the Director of Human Resources. The review shall include discussion with the supervisor, employee, and if desired by the employee, he/she may be accompanied by an Union/Unit representative. Upon completion of the discussion and review, if it is determined by management and union to have merit, a new or amended description shall be submitted to the Chief Executive and Personnel Review Board (if applicable), for final approval.

- b. Personnel Rights. The right to appeal the classification of a position without fear, restraint, prejudice, or reprisal is retained by all employees.
- 17.9 Emergency Work. Some members of the bargaining unit by the nature of their positions, are often called upon to perform Emergency work. In recognition of this Emergency Work, the following provisions are agreed:
- a. Emergency. Whenever any member is called in to work and actually reports for work for any emergency outside of normal working hours, he/she shall be paid for all hours worked at time and one half (1.5) times his/her hourly rate. The hourly rate shall be computed by dividing current salary by 2080. For the purpose of this Agreement, an emergency shall be defined as: Police call for a pending or natural emergency or any other call upon certification by immediate administrative supervisor regarding the nature of said call.
- 17.10 Compensatory Time. When any exempt Employee works in excess of 40 hours per week, he/she shall receive compensatory time of equal time off, to be taken upon the prior approval of the immediate administrative supervisor. Such time off shall be taken within 120 days of the date the excess time was worked. For purposes of this section only, the term "works" includes sick, holiday and personal time.
- 17.11 Separability and Stability of Agreement. In the event any of the provisions of this Agreement shall be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XVIII - PROFESSIONAL EDUCATION

- 18.1 Incentive. The Town agrees that an amount of Five Hundred Dollars (\$500.00) will be paid to an employee who has successfully completed and received a Bachelors Degree or Masters Degree in a curriculum which encompasses requirements of the present position description, provided such curriculum is recommended and funded by the appropriate agency, and approved by the Chief Executive. Such payments will be made on a one time basis only. This payment will only be made if the courses of instruction are taken and completed while in the employ of the Town of Waterford, or as otherwise approved by the Chief Executive.
- 18.2 Costs. The Town agrees to pay costs of tuition incurred by the employee in seeking such degrees subject to the following conditions:
- a. Upon completion of any approved course, reimbursement shall be payable as listed below:

Grade A - 100%	Grade B - 90%
Grade C - 75%	
 - b. Since the rationale for Town reimbursement of the cost of such courses and classes is that such courses significantly improve the work of the employee, thereby benefiting the Town of Waterford, any employee voluntarily resigning,

shall refund the following percentages of contribution either by direct payment or by withholding of the appropriate portion of the employee's terminal pay as below:

If the employee leaves within one (1) year	100% return
If the employee leaves within 1 -2 years	80% return
If the employee leaves within 2 - 3 years	50% return
Over three years	NO RETURN

- 18.3 Conditions. Employees participating in any such professional education shall do so during non-working hours unless otherwise approved by the Chief Executive. No compensations will be paid for any degree received prior to the signing of this Agreement.
- 18.4 Applicability. The provisions of this Article shall not abridge the provisions of any other educational program currently approved and funded by any Town agency.

ARTICLE XIX - PERSONNEL FILES

- 19.1 Each employee shall have the right to see and review his or her personnel file upon request by appointment with the First Selectman or his/her designee.
- 19.2 The employee may submit a written notation regarding any material placed in his/her personnel file, and the same shall be attached to the file copy of the material in question. There shall be only one official personnel file per employee kept in the central office.
- 19.3 Each employee will be given copies of any material and/or evaluation reports placed in the employee's personnel file.

ARTICLE XX - NO DISCRIMINATION

- 20.1 No Discrimination. In the administration of this Agreement, neither the Town nor the Union shall discriminate against any employee because of that employee's race, color, sex, religion, creed, national origin, ancestry, age, marital status, sexual orientation, political affiliation or union (non-union) membership, or because the employee is a veteran, or against qualified individuals with a disability.
- 20.2 Interpretation. This Article XX shall be interpreted in accordance with applicable federal and state law.
- 20.3 Waiver of Contractual Rights. If an employee claiming a violation of this Article elects to proceed to an administrative agency or to Court during the pendency of the grievance or at any time prior to the issuance of the written opinion and award of an arbitrator, the grievance will be considered to have been withdrawn.

ARTICLE XXI – CLOTHING

- 21.1 The Town will make available to employees who, when discharging their duties to the Town, have consistent and substantial exposure to the public, two (2) "Polo" type shirts with collars and which bear a method of identifying the wearer as a representative of the Town and one (1) safety vest per calendar year of this Agreement. The employees' supervisor will be responsible for distribution of the shirts to those employees who should receive them pursuant to this Agreement.

ARTICLE XXII - DURATION

- 22.1 This Agreement shall be effective as of the first day of July, 2020 and shall remain in full force and effect through the 30th day of June, 2023. It shall then be automatically renewed thereafter unless either party shall notify the other in writing, one hundred and twenty (120) days prior by registered mail, return receipt requested, that it desires to modify or amend this Agreement. In the event that such notice is given, negotiations shall begin immediately.

SIGNATURE PAGE

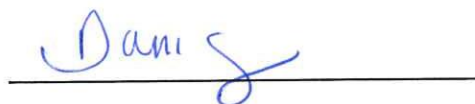
18th IN WITNESS WHEREOF, the parties have caused their names to be signed on this the day of May, 2021.

THE TOWN OF WATERFORD



ROBERT J. BRULE
FIRST SELECTMAN/CHIEF EXECUTIVE

GENERAL GOVERNMENT
ADMINISTRATORS



APPENDIX A

GGA CLASSIFICATION SCHEDULE 2020-2021

Class	Position	Department	Min. (S-1)	Existing	Max. (S-7)
A	Program Coordinator	Recreation & Parks	\$53,956	\$61,662	\$67,445
	Program Coordinator	Youth Services	\$53,956	\$56,549	\$67,445
	Program Coord (DFC Grant)	Youth Services	\$53,956	\$ -	\$67,445
B	Assistant Director	Senior Services	\$62,464	\$67,103	\$78,080
	Deputy Town Clerk	Town Clerk	\$62,464	\$73,592	\$78,080
	Municipal Facilities Mgr.	Public Works	\$62,464	\$70,500	\$78,080
C	Zoning Official	Planning & Zoning	\$70,587	\$72,175	\$88,234
	Environmental Planner	Planning & Zoning	\$70,587	\$96,794	\$88,234
	Asst. Building Official	Building Department	\$70,587	\$87,930	\$88,234
	Asst. Building Official	Building Department	\$70,587	\$78,221	\$88,234
	Purchasing Agent	Finance Department	\$70,587	\$78,421	\$88,234
	Assistant Director	Recreation & Parks	\$70,587	\$80,373	\$88,234
	Assistant Assessor	Assessor	\$70,587	\$98,493	\$88,234
	Emergency Mgmt. & Comm. Supervisor	Emergency Management	\$70,587	\$76,881	\$88,234
D	Youth & Family Services Director	Youth Services	\$75,925	\$87,112	\$94,906
	Building Official	Building Department	\$75,925	\$96,684	\$94,906
	Planner	Planning & Zoning	\$75,925	\$96,794	\$94,906
	Accountant	Finance Department	\$75,925	\$85,063	\$94,906
	Senior Services Director	Senior Services	\$75,925	\$85,128	\$94,906
E	Assistant Director	Utility Commission	\$81,000	\$101,371	\$101,250
	General Foreman	Public Works	\$81,000	\$99,543	\$101,250
	Assessor	Assessor	\$81,000	\$98,160	\$101,250
F	Assistant Director	Public Works	\$86,000	\$106,198	\$107,500

Employees hired on or before July 1, 2020, who are at or above the salary range maximum during the term of the July 1, 2020-June 30, 2023 agreement, shall continue to receive the general wage increases set forth in the July 1, 2020-June 30, 2023 agreement.

GGA CLASSIFICATION SCHEDULE 2021-2022

Class	Position	Department	Min. (S-1)	Existing	Max. (S-7)
A	Program Coordinator	Recreation & Parks	\$53,956	\$63,049	\$67,445
	Program Coordinator	Youth Services	\$53,956	\$57,821	\$67,445
	Program Coord (DFC Grant)	Youth Services	\$53,956	\$ -	\$67,445
B	Assistant Director	Senior Services	\$62,464	\$68,613	\$78,080
	Deputy Town Clerk	Town Clerk	\$62,464	\$75,248	\$78,080
	Municipal Facilities Mgr.	Public Works	\$62,464	\$72,086	\$78,080
C	Zoning Official	Planning & Zoning	\$70,587	\$73,799	\$88,234
	Environmental Planner	Planning & Zoning	\$70,587	\$98,972	\$88,234
	Asst. Building Official	Building Department	\$70,587	\$89,908	\$88,234
	Asst. Building Official	Building Department	\$70,587	\$79,981	\$88,234
	Purchasing Agent	Finance Department	\$70,587	\$80,185	\$88,234
	Assistant Director	Recreation & Parks	\$70,587	\$82,181	\$88,234
	Assistant Assessor	Assessor	\$70,587	\$100,709	\$88,234
	Emergency Mgmt. & Comm. Supervisor	Emergency Management	\$70,587	\$78,611	\$88,234
D	Youth & Family Services Director	Youth Services	\$75,925	\$89,072	\$94,906
	Building Official	Building Department	\$75,925	\$98,859	\$94,906
	Planner	Planning & Zoning	\$75,925	\$98,972	\$94,906
	Accountant	Finance Department	\$75,925	\$86,977	\$94,906
	Senior Services Director	Senior Services	\$75,925	\$87,043	\$94,906
E	Assistant Director	Utility Commission	\$81,000	\$103,652	\$101,250
	General Foreman	Public Works	\$81,000	\$101,783	\$101,250
	Assessor	Assessor	\$81,000	\$100,367	\$101,250
F	Assistant Director	Public Works	\$86,000	\$108,587	\$107,500

Employees hired on or before July 1, 2020, who are at or above the salary range maximum during the term of the July 1, 2020-June 30, 2023 agreement, shall continue to receive the general wage increases set forth in the July 1, 2020-June 30, 2023 agreement.

GGA CLASSIFICATION SCHEDULE 2022-2023

Class	Position	Department	Min. (S-1)	Existing	Max. (S-7)
A	Program Coordinator	Recreation & Parks	\$53,956	\$64,468	\$67,445
	Program Coordinator	Youth Services	\$53,956	\$59,122	\$67,445
	Program Coord (DFC Grant)	Youth Services	\$53,956	\$ -	\$67,445
B	Assistant Director	Senior Services	\$62,464	\$70,157	\$78,080
	Deputy Town Clerk	Town Clerk	\$62,464	\$76,941	\$78,080
	Municipal Facilities Mgr.	Public Works	\$62,464	\$73,708	\$78,080
C	Zoning Official	Planning & Zoning	\$70,587	\$75,459	\$88,234
	Environmental Planner	Planning & Zoning	\$70,587	\$101,199	\$88,234
	Asst. Building Official	Building Department	\$70,587	\$91,931	\$88,234
	Asst. Building Official	Building Department	\$70,587	\$81,781	\$88,234
	Purchasing Agent	Finance Department	\$70,587	\$81,989	\$88,234
	Assistant Director	Recreation & Parks	\$70,587	\$84,030	\$88,234
	Assistant Assessor	Assessor	\$70,587	\$102,975	\$88,234
	Emergency Mgmt. & Comm. Supervisor	Emergency Management	\$70,587	\$80,380	\$88,234
D	Youth & Family Services Director	Youth Services	\$75,925	\$91,076	\$94,906
	Building Official	Building Department	\$75,925	\$101,083	\$94,906
	Planner	Planning & Zoning	\$75,925	\$101,199	\$94,906
	Accountant	Finance Department	\$75,925	\$88,934	\$94,906
	Senior Services Director	Senior Services	\$75,925	\$89,001	\$94,906
E	Assistant Director	Utility Commission	\$81,000	\$105,983	\$101,250
	General Foreman	Public Works	\$81,000	\$104,073	\$101,250
	Assessor	Assessor	\$81,000	\$102,625	\$101,250
F	Assistant Director	Public Works	\$86,000	\$111,030	\$107,500

Employees hired on or before July 1, 2020, who are at or above the salary range maximum during the term of the July 1, 2020-June 30, 2023 agreement, shall continue to receive the general wage increases set forth in the July 1, 2020-June 30, 2023 agreement.

APPENDIX B
HDHP PLAN/HSA DESIGN – EFFECTIVE UPON/AFTER RATIFICATION

BENEFIT COST SHARES	
	Combined Deductible In and Out-of-Network Deductible: \$2,000 Individual, \$4,000 Two or More No Referrals Required In Network Medical and RX Coinsurance 100% Out-of-pocket Maximum \$2,000 Individual, \$4,000 Two or More Lifetime Maximum In-Network - Unlimited Out-of-Network Benefits Medical and RX Coinsurance 80% / 20% Out-of-pocket Maximum \$4,000 Individual, \$8,000 Two or More Lifetime Maximum Out-of-Network – Unlimited Combined In/Out-of-Network Out-of-pocket Maximum \$4,000 Individual, \$8,000 Two or More
PREVENTIVE CARE	Only In-Network Benefits Illustrated Below Annual
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible

Chiropractic	50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
INPATIENT HOSPITAL	Note: All hospital admissions require pre-cert
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery Facility Charges	100% after deductible

Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible No Age or Cycle Limits GIFT & ZIFT are covered
Prescription Drugs	After the deductible prescriptions will be subject to copays of: \$0 Generic/\$15 Listed Brand/\$30 Non-Listed Brand with 2x Mail Order Co-pay Maximum co-pays after deductible = \$500/\$1,000

The parties acknowledge that the Town's fifty percent (50%) contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

In addition to the insurance offerings, the Town may implement such Wellness Incentive Plan(s) as may be suitable and desirable.