

COLLECTIVE BARGAINING AGREEMENT

Between

THE TOWN OF COLCHESTER

And

LOCAL 1303-254 OF COUNCIL 4  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES AFL-CIO

TOWN HALL EMPLOYEES

July 1, 2017 - June 30, 2021

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This Agreement is entered into by and between the Town of Colchester, Connecticut, hereinafter referred to as the "Town," and Local 1303-254 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

## **ARTICLE I**

### **RECOGNITION AND SCOPE OF AGREEMENT**

1.1 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment and other conditions of employment for employees employed by the Town of Colchester as clerical employees in the offices of the Town Clerk, Tax Collector, Assessor, Parks & Recreation, Youth and Social Services, Finance, Planning and Code Administration, Public Works Administration, Police Administration, and Fire Administration as well as the Financial Assistant (Sewer and Water) excluding supervisory employees, part-time employees normally scheduled to work less than thirty (30) hours in a work week and other employees excluded under the Connecticut Municipal Employees Relations Act.

## **ARTICLE II**

### **RIGHTS OF MANAGEMENT**

2.1 The Town retains any and all rights and prerogatives of management it enjoyed prior to the execution of this Agreement except as specifically and expressly limited or modified by the provisions of this Agreement.

2.2 The Town shall have the right to hire, discipline, discharge, lay off, assign, promote, direct and control its employees and the operations, methods and management of Town business, and the Town's decision in such matters shall not be subject to contest or review, except as otherwise specifically and expressly provided herein.

2.3 The Town may continue, and may from time to time make or change, such rules or regulations as it deems appropriate for the conduct of Town business, provided that same are not inconsistent with any specific and express provisions of this Agreement. All such rules and regulations shall be observed by the employees.

2.4 Nothing herein contained shall prevent the supervisors or workfare employees from performing the duties of bargaining unit employees covered by this Agreement.

## **ARTICLE III**

### **UNION SECURITY**

3.1 All employees in the bargaining unit shall, as a condition of employment, become members of the Union in good standing, or pay a service charge equal to the cost of collective bargaining, contract administration and grievance adjustment (but not more than Union dues) for the duration of this Agreement or any extension thereof.

3.2 Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Schedule A, the Town shall deduct from the employee's pay, on a biweekly basis, in equal installments, such uniform initiation fees and/or

dues and/or service fees as the Union shall determine. The Union agrees to hold the Town harmless from damages arising from the making of authorized deductions. (See Schedule A.)

3.3 (a) 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.

(b) New employees shall sign a payroll deduction card at the time of hire. Effective the first payroll following completion of thirty (30) days of employment, it is the responsibility of the Union President to have the card completed and transmit same to the Finance Department. The Financial Officer of the Union shall notify the Town in writing of the amount of the uniform dues or service fees to be deducted.

3.4 The Union shall indemnify the Town and any Department or agent or employee of the Town and hold them harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Town or any Department or agent or employee of the Town for the purpose of complying with the provisions of this Article. The Union will refund to the Town any amount paid to the Union in error on account of the dues deduction provision.

3.5 The Town shall provide one copy of the contract to each employee upon request. New employees shall be supplied a copy of the contract at the time they are hired. The Union shall be supplied with five (5) signed copies of the contract within thirty (30) days from the date it is signed.

3.6 (a) The Town agrees to provide a bulletin board in an area mutually agreeable to the Town and Union. The bulletin board shall be used for posting Union notices and shall be restricted to the following:

1. Notices of Union recreational and social activities;
2. Notices of Union elections and results of such elections;
3. Notice of Union appointments;
4. Notice of Union meetings and reports and minutes thereof;
5. Job postings by the Town;
6. If the Union desires to post any other information or material, the Union shall first submit same to the First Selectman for approval.

The First Selectman shall have the sole discretion to approve or disapprove said posting.

(b) Prior to posting any notice on the Union bulletin board, the Union shall file one (1) copy of said notice with the First Selectman.

**ARTICLE IV**  
**DISCIPLINE AND DISCHARGE**

4.1 The disciplining of employees for breach of the Town rules, policies or practices is the right of management.

4.2 Each new employee shall serve a probationary period which shall consist of ninety (90) days of work. During such probationary period, an employee may be disciplined or discharged at the Town's discretion, and such discipline or discharge shall not be subject to the grievance or arbitration procedures of this Agreement.

4.3 No employee who has successfully completed probation shall be discharged or otherwise disciplined without just cause.

4.4 Disciplinary actions or measures will normally include, but may not necessarily include, any of the following depending upon the conduct in question:

- (a) Oral reprimand,
- (b) Written reprimand,
- (c) Suspension, or
- (d) Discharge.

**ARTICLE V**  
**SENIORITY**

5.1 An employee's seniority shall be based upon his/her length of continuous full-time service within the bargaining unit. For purposes of this Agreement "job classification" shall refer to the job titles contained in Schedule B. Seniority shall be broken by:

- (a) Voluntary resignation,
- (b) Discharge for cause;
- (c) Unauthorized absence without notifying the Town in writing, unless failure to do so is for reasons beyond the employee's control;
- (d) Layoff for a period of more than six (6) months; or
- (e) Strikes or other forms of work stoppage.

5.2 If seniority is broken, the employee shall be considered a new hire for all purposes if employment subsequently resumes.

5.3 When an employee has completed his/her probationary period, he/she shall be placed on the seniority list from the date of his/her most recent hire within his/her classification, in accordance with Section 5.1.

5.4 Full-time service shall mean at least thirty-five (35) hours of work per week, Monday through Friday, exclusive of lunch. Part-time service shall mean at least thirty (30) hours of work per week, Monday through Friday, exclusive of lunch. Part-time service shall be pro-rated and credited for seniority purposes. Employees moving from part-time to full-time status will be credited for all part-time accrued seniority.

## **ARTICLE VI** **VACANCIES AND TRANSFERS**

6.1 Full-time Vacancy. For the purposes of this Article, a full-time vacancy is created when the Town determines to increase the work force by creating a new position or by filling a vacancy in an existing position.

6.2 Posting. Notice of full-time bargaining unit vacancies shall be posted on the Union bulletin board stated in Article 3.6 for five (5) calendar days with a copy to the Union upon request, provided that the Town may also concurrently advertise the vacancy outside the bargaining unit. Such notice shall state the position, classification, the shift, the work location and the rate of pay for the job. The Town may also fill the vacancy from outside the bargaining unit, as the Town deems appropriate, if the outside applicant possesses greater skill, experience or ability, as reasonably determined by the Town, than a present employee applying for the vacancy. Vacancies will be filled by the Town as soon as practicable. As part of the application process, the Town will interview any qualified internal applicant, pursuant to the appropriate job description, from the bargaining unit along with external candidates selected by the Town for consideration, if any.

6.3 Employees chosen to fill a vacancy shall retain seniority credit for all contractual benefit purposes and shall be paid in accordance with Schedule B.

## **ARTICLE VII** **LAYOFF AND VOLUNTARY QUIT**

7.1 The Town may lay off employees within its discretion for any business reason. Where practicable, the Town will provide two (2) weeks notice in advance of a layoff.

7.2 If it is determined that layoffs are necessary, employees will be laid off by classification within a department in the following order with the exception of administrative assistants and department clerks who will be laid off by classification in the following order:

- (a) Temporary employees; seasonal employees; provisional employees;
- (b) Probationary employees;
- (c) Part-time employees;
- (d) Full-time employees.

7.3 Layoffs shall take effect, as set forth in Section 7.2, as follows: the employee with the least seniority within classification first, provided that an employee so identified for layoff may bump the least senior employee in the next lower classification, if the employee has more seniority than that employee to be bumped and is qualified to perform the duties of the position. For a period of up to twelve (12) months, laid-off full-time employees, in order of classification seniority, shall be rehired within the classification from which they were laid off or in which they have previously served and no new employees shall be hired in those classifications until the employees set forth above have been given an opportunity to return to work. Five (5) days written notification to the last known address shall be sufficient notification. If no reply is received within ten (10) days after the mailing of notification as aforesaid, or if the employee declines the recall opportunity within such time period, then the employee shall forfeit all recall rights. Returning employees, under the provisions of this section, must return to work no later than fifteen (15) calendar days from the date of the mailing of the notification.

## **ARTICLE VIII**

### **WAGES**

8.1 (a) Effective July 1, 2017, the wage rates of all bargaining unit employees shall be increased by two and one quarter percent (2.25%), resulting in the wage schedules set forth in Schedule B.

(b) Effective July 1, 2018, the wage rates of all bargaining unit employees shall be increased by two and one quarter percent (2.25%), resulting in the wage schedules set forth in Schedule B.

(c) Effective July 1, 2019, the wage rates of all bargaining unit employees shall be increased by two and one quarter percent (2.25%), resulting in the wage schedules set forth in Schedule B.

(d) Effective July 1, 2020, the wage rates of all bargaining unit employees shall be increased by two and one quarter percent (2.25%), resulting in the wage schedules set forth in Schedule B.

8.2 Full-time employees shall be entitled to longevity payments in accordance with the following schedule:

COMPLETED, CONTINUOUS YEARS OF SERVICE <u>AS OF JULY 1</u>	<u>AMOUNT</u>
6-9	\$450.00
10-14	\$500.00
15-19	\$600.00
20+	\$750.00

Part-time employees regularly scheduled to work at least thirty (30) hours per week will receive longevity payments on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work. For example, a part-time employee regularly scheduled to work thirty (30) hours per week will receive the following longevity payments:

<u>COMPLETED, CONTINUOUS YEARS OF SERVICE AS OF JULY 1</u>	<u>AMOUNT</u>
6-9	\$383.00
10-14	\$425.00
15-19	\$510.00
20+	\$595.00

8.3 Employees shall have all wages and other payments earned by an employee deposited directly to a bank or credit union account of the employee's choosing, on the normal paydays for such wages and other payments.

## **ARTICLE IX** **HOURS**

9.1 Due to the nature of the Town's duties and responsibilities in providing services to the community, the Union agrees that in cases of unusual job requirements or emergencies, starting times may be staggered to meet varying needs of the Town.

9.2 (a) The normal full-time work week for employees in the following classifications/departments shall be five (5) days per week, on a regular schedule, totaling thirty-five (35) hours each week, excluding one duty-free hour (1) for lunch (except as noted below):

Offices of the Tax Collector & Town Clerk;  
Youth & Social Services works a variable schedule of thirty-five (35) hours per week; excluding one-half (½) hour lunch (duty-free);  
The Senior Center Administrative Assistant works a thirty-seven and one half (37 ½) hours per week with a one-half (½) hour lunch (duty-free)

Authorized hours worked in excess of forty (40) hours in a work week shall be regarded as overtime and shall be paid for at the rate of one and one-half (1 ½) times the employee's regular hourly rate:

(b) The normal full-time work week for employees in the following classifications/departments shall be forty (40) hours each week, excluding one-half (1/2) hour lunch (duty-free):

Payroll &Accounts Payable Assistant  
Land Use Assistant  
Assessor's Office  
Payroll &Accounts Payable Manager

Assistant to Department Head (All Departments)  
Financial Assistant

Authorized hours worked in excess of forty (40) hours in a work week by bargaining unit employees other than the Deputy Assessor, Parks & Recreation Supervisor, and Payroll & Accounts Payable Manager, shall be regarded as overtime and shall be paid for at the rate of one and one-half (1½) times the employee's regular hourly rate.

(c) One and one half (1½) times the regular rate of pay shall be paid for all work performed on Sunday by bargaining unit employees other than the Deputy Assessor, Parks & Recreation Supervisor, and Payroll & Accounts Payable Manager.

(d) Nothing in this Article shall in any way restrict the right of the Town to increase or decrease the number of hours of work per week for any bargaining unit position.

(e) Within each department, the Town will attempt to distribute overtime equitably, within the following guidelines:

- A. Full-time employees shall be given preference on all overtime assignments.
- B. All overtime work shall be divided as equally as possible among qualified employees with weekend work given on a rotating basis.

(f) Any bargaining unit employee performing clerking beyond the regular work day (defined as 8:00 a.m. to 4:30 p.m.) shall be paid one and one-half (1 1/2) times his/her hourly rate, with a two (2) hour minimum.

(g) For the purposes of calculating overtime, hours not worked but credited to an employee include: holidays, paid sick leave, and vacation days.

9.3 There shall be no pyramiding or duplication of overtime or premium payments for the same hours worked.

**ARTICLE X**  
**HOLIDAYS**

10.1 The Town will recognize the following days as paid holidays for all employees regularly scheduled to work at least thirty (30) hours per week:

New Years' Day

Sun: Friday one-half day to Tuesday 7am  
Mon: Friday one-half day to Tuesday 7am  
Tues: Monday one-half day to Wednesday 7am  
Wed: Tuesday one-half day to Thursday 7am  
Thurs: Wednesday one-half day to Friday 7am  
Fri: Thursday one-half day to Monday 7am  
Sat: Thursday one-half day to Monday 7am

Martin Luther King Day

Sat: Closed Friday  
Sun: Closed Monday

Lincoln's Birthday (floater)

Presidents' Day (one day only; third Monday in February)

Good Friday

Memorial Day (one day only; last Monday in May)

Independence Day (one day only)

Sat: Closed Friday  
Sun: Closed Monday

Labor Day (one day only; first Monday in September)

Columbus Day (one day only; second Monday in October)

Veterans' Day (one day only)

Sat: Closed Friday  
Sun: Closed Monday

Thanksgiving Day (Thursday)

Day After Thanksgiving (Friday)

Christmas Day

Sun: Friday one-half day to Tuesday 7am  
Mon: Friday one-half day to Tuesday 7am  
Tues: Monday one-half day to Wednesday 7am  
Wed: Tuesday one-half day to Thursday 7am  
Thurs: Wednesday one-half day to Friday 7am  
Fri: Thursday one-half day to Monday 7am  
Sat: Thursday one-half day to Monday 7am

In addition to the holidays listed above, employees who are regularly scheduled to work at least thirty (30) hours per week shall be eligible for one floating holiday per year, to be scheduled by mutual agreement, at least two weeks in advance, by the employee and the First Selectman or his/her designee.

10.2 Payment for each holiday will be at the employee's regular rate of pay for the average daily straight time hours worked.

10.3 An employee working on a holiday shall be paid his/her regular straight time pay in addition to any holiday pay the employee is entitled to receive.

10.4 In order to qualify for holiday pay, an employee must work his/her scheduled workday before and after such holiday, unless the absence is authorized by the employee's supervisor or occasioned by a bona fide illness and a doctor's note confirming the illness, if requested by the Town.

10.5 Whenever any of the holidays listed in Article 10.1 occurs while an employee is on a leave of absence for illness that has been authorized by the Town, the employee shall accept the day as a holiday with no charge to sick leave.

10.6 When a holiday occurs during a regularly approved vacation, said day shall be treated as a holiday and shall not be charged against the employee's earned vacation time.

10.7 Employees shall be eligible to receive holiday pay upon hire.

## **ARTICLE XI** **VACATION**

11.1 (a) All employees shall receive their vacation time on January 1st of each year based on completed years of service as follows:

<u>Length of Service</u>	<u>Annual Vacation</u>
6mos-1yr	3 days
1 year	10 days
2 years	11 days
3 years	12 days
4 years	13 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days
More than 10 years	20 days

(b) Part-time employees regularly scheduled to work at least thirty (30) hours per week shall receive vacation on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work.

(c) The vacation chart in section (a) above shall be interpreted as follows. After six (6) months of employment, the employee shall be allotted three (3) vacation days. On the employee's one (1) year anniversary date, the employee is allotted an additional seven (7) vacation days. In the next subsequent January, the employee shall be allotted ten (10) vacation days and on the next employee anniversary date, one (1) vacation day. Vacation days shall thereafter be allotted on January 1<sup>st</sup>, based on the 11.1 (a) schedule.

11.2 The vacation period will be set by mutual agreement between the supervisor and the employees except that if there is a conflict, seniority shall govern preference within a department.

11.3 Requests for vacation shall be submitted to the employee's immediate supervisor in writing at least five (5) business days in advance. Vacation dates require approval by the Department Head upon the recommendation of the employee's supervisor, giving consideration to the Town's operating requirements. Normally, individual vacation days will be requested three (3) or more days in advance. In case of emergency or unusual circumstances, less notice may be given for vacation requests. Requests for vacation time during June, July or August must be submitted in writing to the employee's supervisor no later than April 20 of each year so that requests of all employees may be considered and staffing needs met. Employees will be allowed to carry over accrued but not used vacation days up to a maximum of ten (10) per year to a maximum accumulation of thirty (30) days.

11.4 Effective January 1<sup>st</sup> of each calendar year, each full-time employee will receive five (5) personal leave days. Employees hired during the year shall receive pro- rata personal leave days as follows:

Hired on or after January 1 through March 31 -- 3 personal days

Hired on or after April 1 through June 30 -- 2 personal days

Hired on or after July 1 through September 30 -- 1 personal day

Hired on or after October 1 through December 31 -- 0 personal days

Employees may not use personal leave during their probationary period. Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall be entitled to four (4) personal days per year. Personal days are to be used for transacting personal affairs which cannot be conducted during non-work hours.

11.5 Upon termination or retirement, each employee will be paid for accrued vacation at his/her current base rate of pay.

## **ARTICLE XII**

### **LEAVES OF ABSENCE**

12.1 – **Sick Leave.** Upon successful completion of the probationary period, full-time employees shall accrue sick leave at the rate of one (1) day per month, retroactive to the date of hire. Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall be entitled to sick leave on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work. Illness necessitating absence from work shall be reported to the employee's supervisor as early as possible. For illnesses extending more than one day, the employee, if practical, must contact his/her supervisor for approval by 4:00p.m. daily, if he/she does not expect to report to work the next day. The Town (First Selectman) may require a doctor's note confirming the illness after three (3) consecutive days of illness or where the Town suspect's abuse based on frequency of sick leave or discernible pattern of sick leave.

12.2 Employees shall be allowed to accumulate up to sixty (60) days of sick leave. The rate of sick pay shall be the employee's regular straight-time hourly rate of pay in effect from the employee's regular job at the time sick leave is being taken. Sick leave may be taken for non-service connected personal illness or disability, which renders the employee unable to perform the duties of his or her position. For the purpose of bridging the ninety (90) day waiting period for Long Term Disability (LTD) insurance under Article 13, Section 13.8, employees may accumulate up to 30 additional days of sick leave which can also be drawn from in special circumstances involving serious health conditions at the discretion of the First Selectman.

12.3 Each employee who retires with ten (10) or more years of service with the Town will be paid for accumulated sick leave at the base rate of pay. Upon the death of a current employee, the employee's designated beneficiary shall be paid for accumulated sick leave at the base rate of pay.

12.4 – **Workers' Compensation.** Employees who sustain injuries which arise out of and in the course of their employment with the Town will be eligible for workers' compensation benefits in accordance with the provisions of the Workers' Compensation Act.

12.5 – **Bereavement Leave.** In the event of a death of an employee's immediate family member or in the event that an employee experiences a miscarriage, leave with pay not to exceed three (3) consecutive working days, beginning with the date of death and ending with and/or including the day after the funeral or final services, shall be granted to a full-time employee. "Immediate family" includes the employee's spouse, parent, child, grandparent, grandchild, mother-in-law, father-in-law, grandparent-in-law, brother-in-law, sister-in-law, brother, sister or any other relative who is living in the employee's household. Additional paid bereavement leave may be granted at the sole discretion of the First Selectman.

All employees shall be granted leave with pay for a maximum of one (1) day to attend the funeral or final services of a niece, nephew, aunt or uncle.

Additional bereavement leave without pay may be given to a full-time employee at the discretion of the First Selectman, upon recommendation of the employee's supervisor.

To be eligible for such paid absence, an employee must notify the Town as early as possible prior to the first day of such absence.

**12.6 – Jury Duty.** All employees who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as a juror for each work day while on jury duty, which shall not include "on call" jury time when employees are able to be at work. The employee shall report to work for any portion of a regular work day when he/she is not required to be in court. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Town and the Town may request that the employee be excused or exempted from jury duty if, in the opinion of the Town the employee's services are essential at the time of the proposed jury service. To obtain reimbursement, the employee must present a statement from the Court showing the dates of jury service and jury fees received.

**12.7 – Military Leave.** Military leave and the rights and benefits associated therewith shall be provided in accordance with State and Federal law (USERRA), as amended from time to time. Copies of active duty orders or a written request for a military reserve leave shall be provided to the First Selectman or his/her designee as soon as the employee is informed of the dates of the military training or service.

**12.8 – Volunteer Fire and Ambulance Duty.** Any bargaining unit employee who is a member of the Colchester Hayward Volunteer Fire Department shall be released from work without loss of pay or benefits to respond to emergencies (defined as structural fires and two-toned emergencies). An employee called to an emergency shall notify the Supervisor prior to leaving any worksite and shall return to work during any regular working hours after any such emergency call.

### **ARTICLE XIII**

### **INSURANCE AND RETIREMENT**

**13.1** Each full-time (thirty-five hours per week) bargaining unit employee may elect single, two-person, or family coverage under the following benefit plans:

A High Deductible Health Plan ("HDHP") with a \$2000 individual deductible and a \$4000 two-person and family deductible which shall include post deductible prescription co-payments of \$10 generic/\$25 brand preferred/\$40 brand non-preferred. Effective July 1, 2017 employees shall contribute sixteen percent (16%) of premium costs. Effective July 1, 2018, Employees shall contribute seventeen percent (17%) of premium costs. Effective July 1, 2020, Employees shall contribute eighteen percent (18%) of premium costs.

For the 2017-2018 plan year the Town shall fund fifty percent (50%) of the applicable deductible amount into each eligible employees' Health Savings Account ("HSA"), which shall be paid in four (4) quarterly installments in July, October, January and April. Effective with the 2018-2019 plan year, the Town shall fund forty-five percent (45%) of the applicable deductible amount into each eligible employees' Health Savings Account ("HSA"), which shall be paid in four (4) quarterly installments in July, October, January and April. Such funding shall continue until otherwise agreed or arbitrated. Employees who are not

eligible for an HSA can participate in a Health Reimbursement Account (HRA) with the Town providing the same contributions towards reimbursement as in the HSA. HRA contributions shall be accessible from the commencement of the plan year.

If the Town reasonably determines that the total cost of the group health plan offered under this contract will trigger an excise tax under the Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation, during the term of this contract, the Town and the Union will, upon the request of the Town, engage in mid-term negotiations regarding the impact of such excise tax exclusively, in accordance with the Municipal Employee Relations Act.

Medical contribution credits equal to one percent (1%) of the applicable premium rates will be applied to employee payroll deductions if the employee is compliant with the Town's Wellness program. The Town's Wellness program requires employees to do the following in order to qualify for their Medical contribution credit:

- (a) Have their physician complete a preventive health attestation form indicating they are current for age appropriate screenings:
  - Physical exam
  - Breast cancer screening
  - Colon cancer screening
  - Cervical cancer screening
- (b) Have their physician provide them with biometrical results including: LDL, HDL, total cholesterol, blood glucose, height, weight, body mass index, waist circumference, blood pressure, and pulse.
- (c) Complete an on-line health risk assessment, including biometrical results.

13.2 All references in this Agreement to types of benefits are solely for the purposes of description and identification, and in all cases the terms and provisions of the insurance policies themselves shall govern any claim. The Town shall provide a copy of the insurance plans to all employees covered by this Agreement.

13.3 Nothing herein shall be interpreted to prevent the Town from obtaining substantially comparable medical benefit coverage from alternative insurance carriers, including those with preferred provider networks, or through self-insurance, so long as there is no interruption in coverage.

13.4 The Town shall maintain a plan under Section 125 of the Internal Revenue Code for the purpose of permitting employees to make their premium contributions on a pre-tax basis, to the extent provided by law.

13.5 (a) For non-Medicare eligible employees who were hired prior to July 1, 2009 and who retire with a minimum of ten (10) years of service on or after July 1, 2009, medical coverage for the most cost-effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for credible Medicare D coverage

with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage he or she will not be eligible for readmission.

(b) At such time as a retiree who retires on or after July 1, 2009 becomes eligible for Medicare, the Town shall provide for Medicare risk plan coverage as an alternative to Medicare with the cost of the monthly premium paid by the retiree as long as such plans are available to the Town. This section applies only to employees who were hired prior to July 1, 2009 and who retire with a minimum of ten (10) years of service on or after July 1, 2009.

13.6 The Town may elect to implement a program of cost containment procedures (including, but not limited to, pre-admission review, admission planning services, admission and continued stay review, second surgical opinions and hospital bill audits). Prior to implementing any such program, the Town will provide informational sessions for employees.

13.7 (a) Full time employees (those who are regularly scheduled to work at least thirty-five (35) hours per week) are eligible to participate in a Section 401(a) Plan after completing their probationary period with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 7.5% of base pay only (not including overtime, longevity, etc.) beginning at the completion of the employee's probationary period. Effective July 1, 2019 the Town and the employee will each contribute 8% of base pay only (not including overtime, longevity, etc.). Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax- basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

(b) Part-time employees (those who are regularly scheduled to work at least thirty (30) hours per week) are eligible to participate in a Section 401 (a) Plan after completing their probationary period with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 5.5% of base pay only (not including overtime, longevity, etc.) beginning at the completion of employee's probationary period. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

(c) The Town's contribution to the 401(a) plan of each bargaining unit employee hired after July 1, 2017, shall vest in accordance with the following schedule:

After one (1) year of service -- twenty percent (20%)  
After completing two (2) years of service -- forty percent (40%)  
After completing three (3) years of service -- sixty percent (60%)  
After completing four (4) years of service -- eighty percent (80%)  
After completing five (5) years of service -- one hundred percent (100%)

(d) Full-time employees (those who are regularly scheduled to work at least thirty-five hours per week) and part-time employees (those who are regularly scheduled to work at least thirty (30) hours per week) shall have the option of contributing to the Town's Section 457 Plan after satisfactory completion of their probationary period. This is in addition

to the 401(a) plan described in Section 13.7 (a) and (b) (as applicable) to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. The Town will not make matching contributions to the 457 Plan.

13.8. As set forth more fully in the long term disability plan design which will be made available to all full-time employees and part time employees (at least 30 hours of work per week), an employee who is disabled due to an accident or sickness which is not compensable under the Workers' Compensation Act and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/ sickness disability insurance payments up to 60% of his/her base rate at the time of disability to a maximum of \$2,000 per month. These benefits will be offset by weekly workers' compensation benefits (not to include specific indemnity benefits covering specific loss or disfigurement), and other state or federally mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

13.9. (a) Each full-time employee (working at least 35 hours of work per week) will be provided group life insurance in the amount of \$60,000.

(b) Each part-time employee (working at least 30 hours per week) will be provided group life insurance in the amount of \$30,000.

#### **ARTICLE XIV** **GRIEVANCE PROCEDURE AND ARBITRATION**

14.1 For the purpose of this Agreement, the term "grievance" means any dispute between the Town and the employees, or the Union, concerning the application, claim of breach or violation of a specific provision of this Agreement.

14.2 Any such grievance shall be settled in accordance with the following grievance procedure:

- a. Step 1 - The aggrieved employee and/or his or her Steward or Representative shall, within fifteen (15) working days of the time the grievant knew, or reasonably should have known, of the event or condition giving rise to the grievance, file a written grievance with his/her Department Head in an effort to resolve the grievance immediately. The Department Head shall promptly meet with the aggrieved employee and/or his/her Steward or Representative upon receipt of the grievance in an attempt to adjust the grievance at once, and shall respond to the grievance in writing no later than fifteen (15) working days after receipt of the written grievance. Nothing herein shall be construed as prohibiting an employee from attempting to resolve the matter informally with his/her supervisor, prior to filing a written grievance.
- b. Step 2- If the grievance is not settled at the first step, the aggrieved party or the Union may elect to file a written grievance within fifteen (15) working days of the Department Head's response, or the expiration of the time period for such response, with the First Selectman. The First Selectman will arrange a meeting with the grieving party and the Union within fifteen (15) working days after

receiving the grievance in an attempt to resolve the grievance. If the grievance is not resolved by the First Selectman at that meeting, an answer will be submitted to the Union and the aggrieved, in writing, within fifteen (15) working days after the above meeting has been held.

- c. Step 3 - If the Union is not satisfied with the disposition of the grievance by the First Selectmen, it may submit said grievance within fifteen (15) working days of receipt of the First Selectman's decision, or the expiration of the time period for such a decision, whichever is sooner, to the State Board of Mediation and Arbitration for arbitration in accordance with its rules and procedures. The arbitrator shall have no power to add to, subtract from, delete or modify in any way any of the specific terms of this Agreement. The ruling of the arbitrator shall be binding upon both parties, as provided by law. Each party shall pay its own arbitration costs.

14.3 Nothing herein shall be construed as prohibiting an aggrieved party from handling his or her own grievance if he or she so desires, but no agreement shall be made that is contrary to any of the terms of this Agreement. Only the Union shall have the power to submit a grievance to arbitration.

14.4 The Employer shall allow the aggrieved employee(s) and a Union representative or officer the necessary time off without loss of pay to attend grievance meetings as set forth in Section 14.2, Steps 1 through 3.

14.5 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

14.6 The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union or the Town in writing.

## **ARTICLE XV**

### **NO STRIKE- NO LOCKOUT**

15.1 During the term of this Agreement, neither the employees nor the Union (or its members, agents, representatives, employees, or persons acting in concert with or participation with any of them), shall incite, encourage or participate in any strike, walkout, work stoppage, slowdown, picketing, boycott (primary or secondary), refusal to work, sympathy strike or other such interference with work or Town operations. The Town shall not lock out employees during the term of this Agreement.

15.2 The prohibition of this Article XV shall apply whether or not (a) the dispute giving rise to the prohibited conduct is subject to arbitration (b) such conduct is in protest of an alleged violation of any state or federal law.

15.3 If any conduct prohibited by this Article XV occurs, the Union will do everything within its power to terminate such conduct.

**ARTICLE XVI**  
**SEVERABILITY**

16.1 Should any provision or part of this Agreement be declared or rendered illegal or unenforceable by legislative or judicial authority, the balance of the Agreement shall remain in full force and effect.

**ARTICLE XVII**  
**PRIOR RIGHTS AND BENEFITS**

17.1 Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that an employee has enjoyed heretofore in the courses of his/her employment, unless it is specifically superseded by a provision of this Agreement. This Article shall only apply to any such right, benefit or privilege that meets all of the following conditions. The alleged right, benefit or privilege must have been:

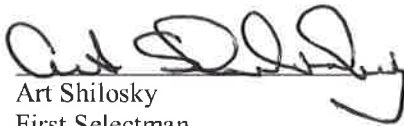
- a. A consistent and ascertainable course of conduct;
- b. Engaged in for some reasonable length of time;
- c. Of which both parties to this Agreement have been aware;
- d. Which does not vary the express, written terms of the labor Agreement;
- e. Which is in respect to a given set of specific circumstances and conditions.

**ARTICLE XVIII**  
**DURATION**


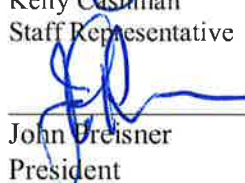
18.1 The Town and the Union agree that this agreement shall be effective as of July 1, 2017, and shall remain in full force and effect until June 30, 2021.

18.2 The parties agree that this Agreement shall automatically renew itself unless either party notifies the other no later than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

TOWN OF COLCHESTER

  
Art Shilosky  
First Selectman

LOCAL 1303-254 OF COUNCIL 4, AMERICAN  
FEDERATION OF STATE COUNTY AND  
MUNCIPAL EMPLOYEES

 3/29/17  
Kelly Cashman  
Staff Representative  
  
John Preisner  
President

**SCHEDULE A**  
(Informational Purposes Only)

**CONNECTICUT COUNCIL #4**  
**AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO**

**AUTHORIZATION FOR PAYROLL DEDUCTION**  
(PLEASE PRINT)

I hereby apply for membership in Council 4 (hereinafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assign to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed. I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

\_\_\_\_\_  
Local Number

Last Name	First Name	M.I.
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Street Address	Apt. No.
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City	State	Zip Code
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Social Security No.	Payroll No.
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Department	Telephone No.
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Signature	Effective Date
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**SCHEDULE B****EFFECTIVE DATE**

<b><u>JOB TITLE</u></b>	<b><u>Start</u></b>	<b><u>7/1/2017</u></b>	<b><u>7/1/2018</u></b>	<b><u>7/1/2019</u></b>	<b><u>7/1/2020</u></b>
		2.25%	2.25%	2.25%	2.25%
Department Clerk	\$17.15	\$17.54	\$17.93	\$18.33	\$18.74
Administrative Assistant	\$22.25	\$22.75	\$23.26	\$23.78	\$24.32
Assistant Tax Collector (Not Certified)	\$22.25	\$22.75	\$23.26	\$23.78	\$24.32
Assistant Town Clerk (Not Certified)	\$22.25	\$22.75	\$23.26	\$23.78	\$24.32
Assistant to Assessor	\$22.25	\$22.75	\$23.26	\$23.78	\$24.32
Assistant Tax Collector (Certified)	\$24.00	\$24.54	\$25.09	\$25.65	\$26.23
Assistant Town Clerk (Certified)	\$25.37	\$25.94	\$26.52	\$27.12	\$27.73
Assistant Assessor (Certified)	\$26.50	\$27.10	\$27.71	\$28.33	\$28.97
Land Use Assistant	\$25.37	\$25.94	\$26.52	\$27.12	\$27.73
Assistant to Dept. Head (Police) (40 hours/week)	\$25.37	\$25.94	\$26.52	\$27.12	\$27.73
Assistant to Dept. Head (Fire) (40 hours/week)	\$25.37	\$25.94	\$26.52	\$27.12	\$27.73
Assistant to Dept. Head (PW) (40 hours/week)	\$25.37	\$25.94	\$26.52	\$27.12	\$27.73
Accounts Payable & Payroll Coordinator	\$28.98	\$29.63	\$30.30	\$30.98	\$31.68
Payroll & A/P Assistant (40 hours/week)	\$24.00	\$24.54	\$25.09	\$25.65	\$26.23
Youth & Social Services Program Coordinator I	\$25.44	\$26.01	\$26.60	\$27.20	\$27.81
Youth & Social Services Program Coordinator II	\$27.82	\$28.45	\$29.09	\$29.74	\$30.41
Youth & Social Services Admin & Program Coordinator	\$23.83	\$24.37	\$24.92	\$25.48	\$26.05
Parks & Recreation Program Coordinator	\$26.67	\$27.27	\$27.88	\$28.51	\$29.15
Social Services Coordinator	\$22.87	\$23.38	\$23.91	\$24.45	\$25.00
Financial Assistant WPCA	\$25.92	\$26.50	\$27.10	\$27.71	\$28.33

**Annual Salaried Positions**

Deputy Assessor	\$70,480.78	\$72,066.60	\$73,688.10	\$75,346.08	\$77,041.37
Parks & Recreation Supervisor	\$55,694.49	\$56,947.62	\$58,228.94	\$59,539.09	\$60,878.72
Payroll & A/P Manager	\$69,000.00	\$70,552.50	\$72,139.93	\$73,763.08	\$75,422.75