COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF COLCHESTER

and

MUNICIPAL EMPLOYEES UNION "INDEPENDENT" (MEUI)
LOCAL 506, SEIU, AFL-CIO, CLC

REPRESENTING
TOWN ADMINISTRATORS

July 1, 2017 – June 30, 2021

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PREAMBLE

This Agreement is made and entered into, by and between the Town of Colchester (hereinafter referred to as the "Town") and the Municipal Employees Union "Independent" (hereinafter referred to as the "Union").

ARTICLE 1
Recognition

Section 1.

The Town of Colchester herein recognizes the Municipal Employees Union Independent, Inc., as the exclusive bargaining representative of the following Administrative employees, whose job titles and/or job classifications were placed within the Administrative Unit by the Connecticut State Board of Labor under ME-19,290 or by agreement of the parties: Director of Operations, Fleet Maintenance Supervisor, Assessor, Fire Marshal, Director of Youth & Social Services, Engineer, Water Department Supervisor, Zoning Enforcement Officer/Assistant Planner and Finance Director.

The Town of Colchester herein recognizes the inclusion of positions of Wetlands Enforcement Officer and Director of Senior Services into the Local 506 (Town Administrative) Bargaining Unit through a Letter of Agreement signed on November 11, 2006. The Town of Colchester herein recognizes the inclusion of the Director of Library Services effective March 2, 2009 and the Building Official effective March 15, 2015.

Section 2.

Whenever the word "Town" is used in the agreement, it shall mean the Town of Colchester. Likewise, when the word "Union" is used it shall mean the Municipal Employees Union Independent. When the word "employee" is used it shall mean an employee in the bargaining unit.

ARTICLE 2
Non Discrimination and Affirmative Action

Section 1.

The parties agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, physical or mental disability which is unrelated to the ability of the employee to perform a particular job, sexual orientation, military service, or lawful political activity.

Section 2.

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

Section 3.

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

ARTICLE 3
Union Rights

Section 1.
The Town shall deal exclusively with the Union-designated steward or staff representative in the processing of grievances or any other aspect of the contract administration.

Section 2.
During the terms of this contract or extension thereof, all employees in the Collective Bargaining Unit shall, from the effective date of the contract or within seven (7) days from the date of their employment by the Town, as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fees shall not exceed the minimum applicable dues paid to the Union.

Section 3.
The Town agrees to immediately deduct from the pay of the bargaining unit members such membership dues, initiation fees, service fees, or reinstatement of service fees as may be fixed by the Union. Such deductions shall continue for the duration of the Agreement or any extension thereof. The Town agrees to voluntary payroll deductions for the Union's Political Action Fund. The Union agrees to indemnify and save the Town harmless against any and all claims, damages, suits or other forms of liability that shall arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Section.

Section 4.
The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in rates of fees and dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make dues deduction(s). Service fees shall be deducted automatically by the Town.

Section 5.
The deduction of Union fees and dues or service fees for any month shall be made on a bi-weekly basis during the applicable month and shall be remitted to the Financial Officer of the Union. The monthly dues and/or service fee remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made. The Union agrees to indemnify and to hold and save the Town harmless against any and all claims, damages, and suits that shall or may arise out of or by reason of any action taken by the Town for the purpose of complying with the provisions of this Article.

Section 6.
No dues or fees will be deducted from an employee who is on leave of absence and has exhausted accumulated sick leave.

Section 7.

a) The Union-designated steward shall be granted leave from duty without loss of pay or benefits for all grievance meetings between the Town and the Union, arbitration hearings and hearings before the State Board of Labor Relations when such meetings take place at a time during which the Union-designated steward is scheduled to be on duty.

b) A Union-designated steward shall have reasonable access to the work site without loss of pay or benefits for the purpose of conferring with the Employer or employees, and for the purpose of administering this Agreement after first receiving permission from his/her immediate supervisor.

c) Where the Union Staff Representative finds it necessary to enter the work site, he/she shall first advise the First Selectman or his/her designee. Such visits shall not unduly interfere with the operation of Town business.

Section 8.

The Town shall provide each member of the bargaining unit a copy of this contract within 10 days of its signing. Likewise the Town agrees to provide a copy of the contract and the name of the Union Steward or Staff Representative to all new bargaining unit members within one week of their date of initial hire.

Section 9.

The Town will provide the Union with two (2) signed contracts after the signing of the agreement.

ARTICLE 4
Prior Rights and Benefits

This Collective Bargaining Agreement contains the complete agreement of the parties with regard to all issues related to employees' wages, hours and other terms and conditions of employment.

ARTICLE 5
Prohibition of Strikes

During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slow-down of operations.

ARTICLE 6
Bargaining Unit Work

Section 1.

Subcontractors will not be used to reduce overtime or eliminate the standard work force or eliminate the hours that bargaining unit members' work.

ARTICLE 7
Seniority

Section 1.

Seniority shall be defined as status for specific purposes based on an employee's full-time continuous service with the Town, including all authorized paid or unpaid leave providing the employee returns to work immediately at the conclusion of such leave.

The Town shall prepare a list of all employees covered by this Agreement showing their seniority by length of service and deliver the same to the Union office by July 1, of each year.

No employee shall attain seniority rights under this Agreement until he/she has been continuously on the payroll of the Town for a period of 90 calendar days. Upon completion of this period, the name of the new employee shall be added to the seniority list, his/her time commencing on the date of his/her employment.

Section 2.

Until expiration of the first one hundred and eighty (180) calendar days of work (any lost time will extend the probationary period), an employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. The probationary period may be extended by the Town in the discretion of the First Selectman for an additional period not to exceed ninety (90) calendar days.

Section 3.

Seniority shall be lost only by the following events: Unauthorized absences for five (5) days without notifying the Town in writing unless failure to do so is beyond the employee's control; discharge for cause; resignation; layoff in excess of recall period; and failure to report for duty within five (5) days after notification of recall unless such time limit is waived. Seniority accumulation shall be suspended (but not lost) during layoff or during long-term leave of absence without pay (more than thirty (30) days) or leave due to job-related injury or illness which exceeds twelve (12) months.

Section 4.

Seniority shall not be lost by vacation, sick time, job related injuries (provided the employee returns to work), authorized leaves of absence, suspension, or any qualified military service as required by law, up to any limits provided for in this Agreement.

ARTICLE 8
Vacancies

Section 1.

Job vacancy is defined as an opening created by death, retirement, resignation, dismissal or transfer, or the creation of a new position in the bargaining unit. All jobs including upgradings shall be posted.

Section 2.
Prior to filling any vacant bargaining unit position, the employer shall first send notice of any such vacancy to the Union and the Union-designated steward and shall concurrently post a notice of the vacancy where such notices are normally posted. Such notice shall be posted for not less than five (5) calendar days, and the position shall not be filled prior to the expiration of the posting period.

Section 3.
Provided that no employee has recall rights to a vacant position, each vacancy may be filled by promotion based on ability, experience and seniority as reasonably determined by the Town. 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 an existing member of the bargaining unit applying for the vacancy.

Section 4.
When an employee is temporarily retained in a vacancy or new position for a period of ninety (90) calendar days, he/she shall be considered qualified and allocated to said position if the position continues to exist; otherwise, he/she shall be returned to his/her former position.

Section 5.
During the period the employee is temporarily retained in a vacancy or new position which has a higher maximum rate of pay, he/she shall temporarily be paid at minimum 2% above his/her current wage rate but no more than the maximum of the range of the higher classification.

ARTICLE 9
Hours of Work

Section 1.
Normal Workweek/Workday. Subject to the operating needs of the Town, the Fire Marshal, Building Official, Director of Operations, Fleet Maintenance Supervisor, Water Department Supervisor, Zoning Enforcement Officer/Assistant Planner, Town Engineer, Director of Senior Services, and Director of Library Services will generally work no less than forty (40) hours per week Monday through Friday; the Finance Director will generally work no less than thirty-seven and one-half (37.5) hours per week Monday through Friday; and the Assessor, Director of Youth and Social Services, and Wetlands Enforcement Officer will generally work no less than thirty-five (35) hours per week Monday through Friday. Subject to the operating needs of the Town, the normal workday for each position shall generally be as follows:

Position	Normal Workday	Lunch
Fire Marshal – Part time	n/a	n/a
Building Official	8:30 a.m. – 4:30 p.m.	"on fly"
Director of Operations	7:00 a.m. – 3:30 p.m.	1/2 hr. unpaid
Fleet Maintenance Supervisor	7:00 a.m. – 3:30 p.m.	1/2 hr. unpaid
Town Engineer	8:30 a.m. – 4:30 p.m.	"on fly"

Town Assessor	8:30 a.m. – 4:30 p.m.	1 hr. unpaid
Director of Youth & Social Services	8:30 a.m. – 4:30 p.m.	1 hr. unpaid
Water Department Supervisor	8:00 a.m. – 4:30 p.m.	1/2 hr. unpaid
ZEO/Assistant Planner	8:00 a.m. – 4:30 p.m.	1/2 hr. unpaid
Finance Director	8:30 a.m. – 4:30 p.m.	1/2 hr. unpaid
Wetlands Enforcement Officer	8:30 a.m. – 4:30 p.m.	1 hr. unpaid
Director of Senior Services	8:00 a.m. – 4:30 p.m.	1/2 hr. unpaid
Director of Library Services	8:00 a.m. – 4:30 p.m.	1/2 hr. unpaid

It is mutually understood and agreed that the normal workweek/workday for any employee will vary from time to time subject to the requirements of the job and the operating needs of the Town as directed by the First Selectman or his/her designee. The First Selectman or his/her designee will meet with employees at least two (2) weeks in advance to discuss any change in the employee's work schedule which may last for more than a two (2) week period. Members of the bargaining unit will be required to attend evening meetings or meetings at other times outside of the employee's normal work schedule. The Town agrees to notify the Union and to negotiate over the impact of any permanent schedule change.

Section 2.

Compensatory Time. Compensatory time off may be granted to bargaining unit members at the discretion of the First Selectman when he/she deems that an extraordinary amount of time is or was required to be worked. Compensatory time may be granted on an hour-for-hour basis. Compensatory time must be taken within ninety (90) days of being granted except in exceptional circumstances as approved by the First Selectman. Compensatory time shall not, under any circumstances, be granted for job-related seminars or conferences.

Financial compensation for compensatory time shall not be allowed under any circumstances at termination of employment. The decision to approve or disapprove compensatory time by the First Selectman shall not be subject to the provisions of the grievance procedure contained in this Agreement unless the Union argues that such decision was made in an arbitrary or capricious manner in relation to compensatory time granted to other employees in substantially comparable circumstances. For the sole purpose of approving and tracking compensatory time or the need for such time, bargaining unit employees will be required to document all hours worked.

Section 3.

The Director of Operations and Fleet Maintenance Supervisor shall be compensated for overtime pay for all weather related work activity. The following shall become effective only after having accumulated 80 hours of compensatory time, per contract year, for responding to said activities.

The rates used for compensatory and overtime shall be in accordance with overtime rates used for the other Town bargaining units and shall be as follows:

a. Overtime at time and one-half the equivalent of the employee's hourly rate of pay.

b. Overtime for Sundays and holidays at two times the equivalent of the employee's hourly rate of pay.

c. In excess of 12 hours worked, the employee shall receive a 2 hour rest period or the equivalent in the rate of pay.

ARTICLE 10
Layoff & Recall

Section 1.
In the event of a reduction in the work force and subsequent recall to work, the provisions of this article shall be controlling.

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

Section 3.
When it becomes necessary for the Town to reduce the work force the Town shall give not less than four (4) weeks written notice to the affected employees.

Section 4.
The Town will lay off on the basis of seniority within job titles, with the least senior employee in a job title being laid off first.

Section 5.
Likewise, if there is a recall to work the Town shall recall laid off employees on the basis of seniority within a job title, with the most senior employee within a job title being recalled first.

Section 6.
Recall rights shall expire twelve (12) months after an employee is laid off. Additionally, if an employee declines a recall opportunity, or fails to respond to a recall opportunity within five (5) days of mailing (certified or registered mail, return receipt requested) of the notice of the recall opportunity by the Town, the employee shall forfeit all recall rights.

Section 7.
Recalled employees shall return to the same status they held on the date of lay off in terms of classification, pay rate within classification, vacation and sick leave accumulation, if any, seniority, and all other benefits.

Section 8.
No seasonal or part-time employee in a department will be used to perform bargaining unit work while other employees in the department are on lay off.

ARTICLE 11
Job Descriptions

The Town shall have the right to create and revise job descriptions, subject to the Union's right to negotiate the impact, if any, of any change in a job description. Prior to creating or revising a job description, the Town will provide an opportunity for the Union to have input into the process. The Union has the right to request that the Town review and/or revise a job description.

ARTICLE 12
Performance Rating

Section 1.
Each employee will be evaluated by the end of May of each year.

Section 2.
The employee shall be given a copy of any performance rating report which he/she is required to sign at the time of receipt. An employee's signature on such form shall not be construed to indicate agreement or approval of the rating by the employees.

Section 3.
Prior to revising the performance rating form, the Town will provide an opportunity for the Union to have input into the process.

ARTICLE 13
Personnel Records

Section 1.
An employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section 2.
No new negative or derogatory material shall be placed in an employee's personnel file unless the employee has had an opportunity to sign it (indicating receipt of such material). If the employee refuses to sign, a Union steward or Staff Representative shall sign the material (indicating receipt) and be provided a copy. A copy shall be given at the time of signing. At any time, an employee may file a written rebuttal to such materials. An employee may file a grievance objecting to any negative or derogatory material placed in his/her personnel file but such grievances will not be arbitrable under Article 20, Section 4, Step IV of this Agreement unless the employee suffers loss or if the material is considered disciplinary under Article 25, Section 1 of this Agreement.

ARTICLE 14
Sick Leave

Section 1.
All bargaining unit employees shall accrue sick leave for continuous service upon hire and shall be eligible to use such time after completion of the probationary period. Sick leave accrues at the

rate of one (1) working day per completed calendar month of continuous full-time service, including authorized leave with pay, not to exceed twelve days sick leave per year, provided that:

a. Such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee at the end of the calendar month.

b. An eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records;

c. No such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than fourteen (14) working days;

d. Sick leave shall accrue for the first twelve (12) months in which an employee is receiving workers' compensation benefits.

Section 2.

Sick leave pay shall be granted to eligible employees and shall be at the employee's base rate of pay:

a. When incapacitated from performing work due to illness or injury;

b. For medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours.

c. In the event of an emergency due to a serious illness or injury to a member of the immediate family (as defined in Article 15, Section 1), provided that not more than five (5) days of sick leave per calendar year shall be granted with the approval of the supervisor for such purpose.

d. For going to, attending, and returning from funerals of persons other than members of the employee's family, if notice is given in advance and provided that not more than three (3) days of sick leave per calendar year shall be granted for such purpose. Additional time may be granted to attend other funerals with the approval of the supervisor.

e. Payment for any lost time from work due to an on-the-job injury for which the employee is not eligible for compensation under the Workers' Compensation Act.

f. An employee may use accumulated sick leave to make up the difference between workers' compensation payments and the employee's regular pay.

Section 3.

If an employee is sick while on vacation leave, the time shall be charged against accrued sick leave if supported by a medical certificate filed with the supervisor. If an employee attends a funeral during his/her vacation, such attendance will be charged to funeral leave or sick leave in accordance with the applicable contract provision. A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave.

Section 4.
An employee who has been laid off from Town service in good standing and who is re-employed within one (1) year from the effective date of his/her layoff shall retain sick leave accrued to his/her credit as of the effective date of his/her layoff.

Section 5.
Each employee who retires or resigns with ten or more years of service with the Town will be paid for accumulated sick leave at the base rate of pay. Employees hired after July 1, 2015 shall be eligible for this benefit, for up to thirty (30) days. Upon death, the employee's designated beneficiary shall be paid for accumulated sick leave at the base rate of pay.

Section 6.
Employees will have the right to accumulate up to 60 days of sick leave. For the sole purpose of bridging the ninety (90) day waiting period for Long Term Disability (LTD) insurance under Article 21, Section 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.

ARTICLE 15
Funeral Leave

Section 1.
In the event of a death in the immediate family of a full time employee, leave consisting of three (3) consecutive working days shall be granted. The employee shall be paid his/her regular rate for any of the three (3) consecutive working days which fall within his/her regularly scheduled shift and for which he/she attends the funeral. The term "immediate family" shall include the employees' spouse or partner in a civil union, child, parent, grandparent, sibling, mother or father in-law, grandchild, or any other relative who is living in the employee's household.

Section 2.
In the event of the death of a brother or sister in-law, aunt, uncle, niece or nephew of the employee or of his/her spouse or partner in a civil union, one (1) paid day leave shall be allowed as long as the employee attends the funeral and the day of the funeral is a regularly scheduled work day.

Section 3.
The First Selectman may, in his/her discretion, grant additional time off for funeral leave which will be deducted from an employee's vacation time, or personal days.

ARTICLE 16
Vacations

Section 1.
All full-time employees shall receive their vacation time on January 1st of each year based on prior year's accrual. Employees will accrue vacation days based on completed years of service as follows:

Length of Service	Annual Vacation	Accrual Rate
1 year completed	1 week (5 days)	5/12 day per month
2-7 years completed	2 weeks (10 days)	5/6 day per month
8-14 years completed	3 weeks (15 days)	1 ¼ day/month
15 -19 years completed	4 weeks (20 days)	1 2/3 day/month
20+ years	5 weeks (25 days)	2 1/12 day/month

New employees, after successfully completing their probationary period, shall earn 5/12 of a day of vacation per month, provided that the Town reserves the right to grant up to 1 ¼ days of vacation per month for new employees who have completed at least 8 years of service in a prior position(s) or who were earning at least 3 weeks of vacation per year before accepting employment with the Town.

Section 2.

Employees will be allowed to carry over accrued but unused vacation days to a maximum accumulation of 30 days.

Section 3.

a. Requests for vacation in weekly increments shall be submitted for approval to the First Selectman or his/her designee in writing at least ten (10) business days in advance.

b. Normally, individual vacation days will be requested three or more days in advance, but an employee may request such time with 24 hours' notice. In case of emergency or unusual circumstances less than 24 hours' notice may be given for vacation request.

c. Any employee may take vacation days in conjunction with personal leave days, holidays or sick leave.

Section 4.

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

ARTICLE 17
Personal Leave, Military Leave and Jury Duty

Section 1.

In addition to annual vacation, each employee shall receive four (4) personal leave of absence days on January 1st of each calendar year with pay provided twenty-four (24) hours' notice is given to the employee's immediate supervisor concerning non-emergency requests. Personal leave is to be used for transacting personal affairs which cannot be conducted during non-work hours. Use of personal leave of absence days for emergency purposes will be permitted with less than twenty-four (24) hour notice. Personal leave shall not be deducted from vacation or sick time credits. Personal leave days not taken in a calendar year shall not be accumulated.

Section 2.

Military leave and the rights and benefits associated therewith shall be provided in accordance with State and Federal law (USERRA), as it may be amended from time to time. During such

leave, the employer will pay the difference between the employee's military pay and his/her regular rate of pay for a normal work week for up to a maximum of twelve (12) months of leave.

Section 3.
An employee called to serve as a juror will receive his/her pay less pay received as a juror for each work day while on Jury Duty. An employee on jury duty shall report to work unless directed to report to Court to serve on jury duty. If an employee receives a subpoena or other order of the Court requiring an appearance during regular working hours for Town related actions, time off with pay and without loss of earned leave time shall be granted for town-related actions. In all other cases, employees may use vacation or personal time.

ARTICLE 18
Leave Balances

The Town shall notify each employee of his/her leave balances.

ARTICLE 19
Holidays

Section 1. Holidays will be observed as follows:

New Year's Day

Sun: Fri. one-half day to Tues. 7 a.m.
Mon: Fri. one-half day to Tues. 7 a.m.
Tues: Mon. one-half day to Wed. 7 a.m.
Wed: Tues. one-half day to Thurs. 7 a.m.
Thurs: Wed. one-half day to Fri. 7 a.m.
Fri: Thurs. one-half day to Mon. 7 a.m.
Sat: Thurs. one-half day to Mon. 7 a.m.

Martin Luther King Day (One day only)

Sat: Closed Fri.
Sun: Closed Mon.

Lincoln's Birthday

Floater

Presidents' Day (One day only)

Third Monday in February

Good Friday (One day only)

Memorial Day (One day only)
Last Monday in May

Independence Day (One day only)
Saturday - Closed Friday
Sunday - Closed Monday

Labor Day (One day only)
First Monday in September

Columbus Day (One day only)
Second Monday in October

Veteran's Day (One day only)
Saturday - Closed Friday
Sunday - Closed Monday

Thanksgiving Day & Day After

Thursday and Friday

Christmas Day

Sun: Friday one-half day to Tues. 7 a.m.
Mon: Friday one-half day to Tues. 7 a.m.
Tues: Mon. one-half day to Wed. 7 a.m.
Wed: Tues. one-half day to Thurs. 7 a.m.
Thurs: Wed. one-half day to Fri. 7 a.m.
Fri: Thurs. one-half day to Mon. 7 a.m.
Sat: Thurs. one-half day to Mon. 7 a.m.

Section 2.
Lincoln's Birthday will be treated as a floating holiday at the employee's option with prior approval by the First Selectman.

ARTICLE 20
Grievance Procedure

Section 1.
Definition: Grievance. A grievance is defined as and limited to a written complaint involving an alleged violation of or a dispute involving the application or interpretation of a specific provision of the Agreement or of a provision incorporated by reference.

Section 2.
Format: Grievances shall be filed on mutually agreed forms which specify (a) facts, (b) the issue, (c) date of alleged violation, (d) contract section violated, (e) the remedy or relief sought.

A grievance may be amended up to and including Step II of the grievance procedure so long as the factual basis of the complaint is not materially altered.

Whenever "days" are used in this article, it shall mean "working days."

Section 3.

Time limits: If a grievance in writing is not filed within fourteen (14) working days after the grievant knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

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

Section 4.

Step I — Immediate Supervisor. If an employee feels that he/she may have a grievance, the employee and/or Union steward or representative will first discuss the matter with the employee's supervisor, in an effort to resolve the problem informally. If unable to do so, it may be submitted in writing to the Supervisor within seven (7) days after the above meeting. The Supervisor shall reply within five (5) working days to the Steward with a copy to the Union. Those employees reporting directly to the First Selectman will submit grievances in writing directly to the First Selectman at Step II of the grievance procedure.

Step II — First Selectman. If no satisfactory resolution arises, the grievance may be submitted within five (5) days to the First Selectman. The First Selectman shall meet with the grievant to discuss and answer the grievance within ten (10) working days. In case of dismissal, suspension, demotion and class action or union grievance, the grievance shall be submitted directly to Step II.

Step III — Mediation. If the grievance is not resolved and the parties mutually agree, the grievance may be submitted to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within ten (10) days after receipt of Step II answer. A copy shall be sent to all parties.

Step IV — Arbitration. If a grievance is still not settled, it may be submitted, at the request of the Union, to arbitration. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought.

If the grievance was submitted to mediation, grievances shall be submitted to arbitration in writing and must be filed with the American Arbitration Association (AAA) no later than ten (10) days after the initial mediation session held under Step III above or as of such later date as otherwise mutually agreed in writing.

If the grievance was not submitted to mediation, grievances shall be submitted to arbitration in writing and must be filed with the AAA no later than ten (10) days after receipt of the Step II answer.

The arbitrator's award shall be binding. He shall be bound by and must comply with all the terms of this agreement and shall have no power to add to, subtract from or in any way modify the provisions of this agreement. The cost of arbitration shall be borne equally by both parties.

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

ARTICLE 21
Insurance Benefits

Section 1.

Effective July 1, 2017, all eligible bargaining unit employees may elect single, two-person, or family coverage under the Town's HDHP/HSA Plan with deductibles of Two Thousand Dollars ($2,000) for single and Four Thousand Dollars ($4,000) for two person and family coverage. In and out-of-network benefits share the same deductible. For out-of-network services the member will have an additional responsibility for twenty percent (20%) of the cost of services after the deductible under the cost share maximum ("CSM") reaches Four Thousand Dollars ($4,000) single (includes deductible) and Eight Thousand Dollars ($8,000) two person and family (includes deductible). The CSM also includes prescription co-pays after the deductible is satisfied in the amount of $10.00 generic/$25.00 formulary/$40.00 non-formulary.

For the plan year commencing on July 1, 2017, the Town shall fund fifty percent (50%) of the deductible cost through deposits to a Health Savings Account ("HSA") for each employee, with such funding being deposited in two (2) bi-annual deposits on the first payroll in July and the first payroll in January. For the plan years commencing on July 1, 2018, July 1, 2019 and July 1, 2020, the Town shall fund forty-five percent (45%) of the deductible cost through two (2) bi-annual deposits on the first payroll in July and the first payroll in January to a Health Savings Account ("HSA") for each employee. 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.

Medical contribution credits equal to one percent (1%) of the applicable premium rates will be applied through 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:

- Have their physician complete a Preventative Health Attestation Form indicating they are current for age appropriate screenings:

  - Physical Exam
  - Breast Cancer Screening
  - Colon Cancer Screening
  - Cervical Cancer Screening

- Have their physician provide them with Biometrical results including:

  - LDL, HDL, Total Cholesterol, Blood Glucose, Height, Weight, Body Mass Index, Waist Circumference, Blood Pressure Pulse

Complete an on-line Health Risk Assessment, including Biometrical Results.

Section 2.

The Town will pay the full cost of the employee's group life insurance. Said insurance shall be in the amount of $100,000. In addition, an employee may elect to double his/her life insurance coverage at his/her own expense. An employee who doubles his/her life insurance coverage shall pay the Town's term group rate for the additional life insurance by payroll deduction.

Section 3.

a) For non-Medicare eligible employees who retire on or after July 1, 1998, 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 Medicare 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, 1998 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.

Section 4.
All references in this agreement to types of benefits are solely for the purpose of description and identification, and in all cases the terms and provisions of the insurance policies themselves shall govern any claim.

Section 5.
Effective July 1, 2017, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, eighteen percent (18%) of the monthly premium cost for individual, two-person, or family medical, dental, vision and prescription drug benefit coverage under the HDHP/HSA. Pursuant to the Town's Section 125 Plan, any insurance contribution made by employees shall be made on a pre-tax basis.

Section 6.
Effective July 1, 2018, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, eighteen percent (18%) of the monthly premium cost for individual, two-person, or family medical, dental, vision and prescription drug benefit coverage under the HDHP/HSA Plan. Pursuant to the Town's Section 125 Plan, any insurance contribution made by employees shall be made on a pre-tax basis.

Section 7.
Effective July 1, 2019, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, eighteen percent (18%) of the monthly premium cost for individual, two-person, or family medical, dental, vision and prescription drug benefit coverage under the HDHP/HSA Plan. Pursuant to the Town's Section 125 Plan, any insurance contribution made by employees shall be made on a pre-tax basis.

Section 8.
Effective July 1, 2020, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, eighteen percent (18%) of the monthly premium cost for individual, two-person, or family medical, dental, vision and prescription drug benefit coverage under the HDHP/HSA Plan. Pursuant to the Town's Section 125 Plan, any insurance contribution made by employees shall be made on a pre-tax basis.

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.

Section 9.
All employees shall be enrolled in the Anthem Blue Cross Blue Shield Vision plan b with a $10.00 copay for eye exams and a $10.00 copay for materials. All employees shall be eligible to receive an annual eye exam.

Section 10.
Upon notification and explanation to the bargaining unit members of the effective changes, the Town may change or alter insurance plans and/or insurance carriers or to decide to self-insure such benefits, provided, however, that any substitute plan will offer substantially equivalent benefits and privileges provided by the plans in effect on the whole and as specified in this Agreement and provided further that it is not the Town's intent to substitute a plan or plans which restrict the employee's right to choose his or her provider of medical services.

Section 11.
As set forth more fully in the long term disability plan design which will be made available to all employees, 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 worker's 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.

Section 12.
The Town will provide insurance coverage for the Fleet Maintenance Supervisor's personal tools up to $15,000 with no deductible. The Fleet Maintenance Supervisor will provide the First Selectman with an inventory of personal tools in use for approval. Under no condition will insurance coverage be provided for tools not included in the inventory. Such inventory shall be updated immediately any time additional personal tools are to be covered.

Section 13.
The parties agree that the Town will provide bargaining unit employees with a periodontal rider chosen by the Town and subject to the monthly premium cost sharing for dental benefit coverage pursuant to Article 21, Section 5 through 8 of the current collective bargaining agreement. This periodontal rider will be in addition to the dental coverage already provided to all town employees.

ARTICLE 22
401(a)/Section 457 Deferred Compensation Plan

Section 1. 401(a) Plan.
Full-time employees will be eligible to participate in a Section 401(a) Plan after completing probation with the Town. Plan details will be provided to each eligible employee. Effective July 1, 2012, the Town and employee will each contribute eight (8.0%) percent 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. The Town's Contribution to the 401(a) Plan of each bargaining unit employee hired after January 1, 2012 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%)

Section 2. Section 457 Deferred Compensation Plan

Full-time employees shall have the option of contributing to the Town's Section 457 Plan after ninety (90) days of employment in addition to the 401(a) plan described in Section 1 to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. Employee contributions that are made to the 457 Plan are in addition to employee contributions made to the 401(a) plan. The Town will not make matching contributions to the 457 Plan.

ARTICLE 23
Safety and Health

Section 1.

Any employee involved in any accident shall immediately report said accident and any physical injuries sustained to his/her supervisor and the Union Steward. The Employer shall notify the Union of all industrial accidents requiring medical attention, "close calls," and unsafe conditions which occur as soon as practical upon their occurrence.

Section 2.

The Employer agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for bargaining unit employees and to make available to said employees protective equipment required by existing state or federal law. Employees are to use the protective equipment provided and to conduct themselves in a safe and responsible manner.

ARTICLE 24
Wages

Section 1.

Employee's pay stubs will be made available by the end of business on each biweekly payroll pay day.

Section 2.

Salary ranges for each job title are attached as Appendix B.

Section 3.

Salaries shall be increased by two and one-quarter percent (2.25%) effective July 1, 2017, July 1, 2018, July 1, 2019 and July 1, 2020.

Section 4.
Longevity. After the completion of the fifth year of service, longevity compensation shall be paid on July 1st of each fiscal year as follows:

6th to 9th year	$450
10th to 14th year	$500
15th to 19th year	$600
20 and over	$750

Employees hired on or after January 1, 2012, shall not be eligible for longevity pay.

Longevity payments, like all other wage payments, shall be made by way of direct deposit to an account designated by the employee.

ARTICLE 25
Disciplinary Action

Section 1.
"Disciplinary action" as used in this article shall be defined as limited to verbal warning, written warning, suspension or discharge or exercising a right not to reappoint an appointed official. All disciplinary action shall be for just cause.

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

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

Section 4.
An employee must be notified prior to being suspended or dismissed. Such notice shall cite the reason for the discipline, effective date of the discipline and the notice of right of appeal.

Section 5.
An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action shall be informed of his/her right to have a Union Steward present prior to the start of the meeting. If the employee decides during an interview he/she needs a representative, the meeting will come to a close until the Union representative can be present.

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

Section 7.
All disciplinary actions may be appealed through the established grievance procedure.

Section 8.
Investigation of Citizen Complaints. Citizens who complain about the performance or conduct of an employee shall be encouraged to a) identify themselves, and b) reduce their complaint to a written statement promptly, normally within ten (10) days. In such case where the complaint is not reduced to writing and signed, no employee will be disciplined solely based on an oral complaint without corroborating proof.

In the course of conducting an investigation of an employee's performance or conduct, the Town shall provide the employee who is the subject of the investigation with written notice of the charges and an opportunity to respond before making any decisions as to the consequences, if any, which shall result from the investigation of an employee's performance or conduct.

ARTICLE 26
Savings Clause

Section 1.
If any section, sentence, clause or phrase of this agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this agreement shall not be affected thereby, it being the intention of the parties in adopting this agreement that no portion thereof or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated articles, section, sentence, clause and phrase.

ARTICLE 27
Union Convention/Training Sessions

Section 1.
The Town shall, upon reasonable advance notice, permit two (2) employees to attend one convention each year without loss of pay or benefits, to be taken as a personal day.

Section 2.
The Town shall, upon reasonable advance notice, permit one (1) employee whom the Union designates, to attend a one day training session per contract year. The time shall be taken without loss of pay or benefits.

ARTICLE 28
Duration

Section 1.
The Town and the Union agree that unless a particular provision is stated to be retroactive, this Agreement shall be effective as of the date of signing and shall remain in full force and effect until June 30, 2021. The Town and the Union agree that only those employees on the active payroll as of the date of signing shall be eligible for any retroactive wages or benefits. This Agreement shall remain in full force and be effective during the period of negotiations.

Section 2.
Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement. Negotiation sessions shall commence on or about January, 2021, with an expected completion date of June 30, 2021.

ARTICLE 29
Pregnancy Leave

Section 1.
The Town will comply with all provisions of the Federal Family and Medical Leave Act in accordance with the policies of the Town.

Section 2.
Paternity Leave. Five days will be granted which shall be deducted from an employee's sick leave balance to a parent at the time of birth, adoption or taking custody of a child. Additional time may be granted to an employee who requests such time or as required by law.

ARTICLE 30
Employee Mileage Expense Reimbursement

Section 1.
Employees who wish to use their vehicles for Town business and who are authorized in advance to do so shall be entitled to reimbursement at the IRS rate and the payment shall be made within a month after submission of an itemization of mileage accrued.

Section 2.
During inclement weather, the Public Works Director shall have the authority to allow the Director of Operations to use a Town-provided vehicle for travel to and from work including use of the vehicles to respond to Town emergencies.

ARTICLE 31
Uniforms

Section 1.
The Fleet Maintenance Supervisor and the Director of Operations shall be provided with eleven (11) rental uniforms, plus two (2) jackets, to be furnished and repaired at the Town's expense. The Fire Marshal shall be provided with one (1) dress uniform to be furnished and repaired at the Town's expense.

Section 2.
The Fleet Maintenance Supervisor, the Director of Operations and the Water Department Supervisor who are required by OSHA to wear safety shoes shall receive a two hundred dollar ($200.00) safety shoe allotment on July 1st of each contract year. Upon documented proof of purchase, the employee will be reimbursed from the allotted amount within the two (2) to four (4) week period following submittal of said documentation.

Section 3.

Personal clothing, watches up to $100.00, dentures, eyeglasses, or contact lenses, damaged, lost, or destroyed during a work-related activity will be repaired or replaced by the Town, provided such loss, destruction or damage is reported within forty-eight (48) hours of its occurrence and is not in any way due to the employee's own negligence. The forty-eight (48) hour time limit shall be extended due to circumstances beyond an employee's control. All claims of lost personal property shall be subject to approval by the First Selectman or his/her designee. The Town reserves the right to reimburse the employee in lieu of repairing or replacing such items upon proper showing of receipt of purchase.

ARTICLE 32
Volunteer Fire and Ambulance Duty

Section 1.

Any bargaining unit employee who is a volunteer "Emergency Fire Responder" shall be released from work without loss of pay or benefits to respond to emergencies (defined as structural fires and two-tone emergencies) in Colchester when summoned by their Volunteer Department. 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 33
Probationary Period

Section 1.

A new employee will accrue sick leave and vacation time upon hire, and shall be eligible to use sick time after completion of ninety (90) calendar days of work. Vacation time may be used upon completion of the probationary period.

Section 2.

Employees hired during the year shall receive pro-rata personal leave days as follows and shall be allowed to use same at the completion of the probationary period:

Hired on or after January 1 through March 31--3 personal leave days
Hired on or after April 1 through June 30--2 personal leave days
Hired on or after July 1 through September 30 -- 1 personal leave day
Hired on or after October 1 through December 31 -- 0 personal leave days

Section 3.

New employees shall qualify for holiday pay upon hire.

Section 4.

Insurance coverage for new employees will commence on the ninetieth day of employment. An application of insurance will be completed on date of hire. The waiting period for new hires may be waived by the first Selectman in his/her discretion.

ARTICLE 34
Management Rights

Section 1.

Except as otherwise limited by an express provision of this Agreement the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of an agency and the method and means necessary to fill that mission, including the contracting out of work without eliminating bargaining unit positions; the discontinuing of services, positions, or programs in whole or in part as long as other non-bargaining unit employees do not perform the bargaining unit work in question; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its employees for just cause; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section 2.

Those inherent management rights not restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

ARTICLE 35
Professional Development

Section 1.

The Town shall continue to provide necessary training or continuing education to maintain certifications or other forms of job related professional development. All such training, continuing education, or job related professional development must be pre-approved by the First Selectman.

Section 2.

The Town shall pay the registration cost of job-related education or professional development courses or programs which are necessary for bargaining unit employees to obtain and/or maintain required certifications or licenses in their positions as Town employees provided that such employees obtain the approval of the First Selectman prior to registering for the course or program. It is understood that the number of requests so approved may be limited by the availability of the remaining funds budgeted annually for this purpose.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS _____ DAY OF _____, 2017

FOR THE UNION

Danielle McMullen
MEUI Representative

1/10/17
Date

John Chaponis
Union Steward

1/10/2017
Date

FOR THE TOWN OF COLCHESTER

Art Shilosky
First Selectman

1-11-2017
Date

Appendix A

TOWN OF COLCHESTER, CONNECTICUT

ADMINISTRATOR EVALUATION SHEET

Evaluation Date: _____ Evaluation Period From: _____ to _____
Employee Name: _____
Job Title: _____ Date of Hire: _____
Department: _____
Evaluator: _____

An evaluation will be completed annually using this form. The employee will complete Section A. The Supervisor will complete Section B. After both parties have completed this form a meeting will be scheduled to discuss the evaluation. The employee and the supervisor must sign this evaluation.

Section A. Employee's Comments

1. Accomplishments: (Indicate progress toward and/or completion of job related goals):

_____
_____
_____
_____
_____

2. Job Goals: (List your specific job related goals, both short and long term):

_____
_____
_____
_____
_____

3. Career Goals: (List your career goals and any specific assignments for which you have a preference during the next 3 to 5 years. These form the basis for career discussion with your supervisor):

_____
_____
_____
_____
_____

Section B. Supervisor's Evaluation

Read each of the performance criteria and definitions carefully. Understand the general scope, principle and detail of each category before an attempt is made to make your evaluation. Circle the appropriate rating and make the necessary comments that most accurately reflect and support your evaluation. Any rating in the lowest or the highest item of any category must be justified in the appropriate comment section. Use an attachment if more space is needed.

Your evaluation must be objective in that it eliminates personal prejudices, bias, or favoritism. Disregard all general impressions when evaluating specific factors.

All evaluations must be based on demonstrated performance and observed characteristics - not on anticipated or assumed performance. Use factual records, including performance standards, whenever possible.

Evaluate the employee on performance throughout the entire evaluation period. Do not evaluate on single accomplishments or failures or most recent performance.

Do not confuse performance with seniority. An employee with a short service record may be doing a more effective job than an employee with longer service.

Rating Terms:	Unsatisfactory (US)	Exceeds Expectations (EE)
	Needs Improvement (NI)	Outstanding (OS)
	Satisfactory (SA)	

1. Goal Setting

Rating

US	Fails to set goals.
NI	Sets goals when directed.
SAT	Sets readily attainable goals.
EE	Sets aggressive but attainable goals.
OS	Sets highly challenging but realistic goals.

Comments:_____

_____

_____

_____

_____

_____

2. Job Knowledge

Rating

US	Knows only the essentials of routine matters.
NI	Knowledge adequate for present job, but not informed on related work.
SAT	Satisfactory knowledge of present job, with sufficient knowledge of related jobs to effect good coordination.
EE	Well informed on details of own job and essential factors of related jobs.

OS Outstanding knowledge on all phases of own and related work.

Comments:_____

_____

_____

_____

3. Accepting Responsibility

Rating

US Unwilling to be held accountable. Entirely dependent. Noncommittal.

NI Often avoids responsibilities. Reluctant to be committed or to be held accountable.

SAT Accepts responsibility to a satisfactory degree. Willing to accept risk of authority and to be held accountable.

EE Willing to make commitments and to assume full responsibility for all activities under direct control.

OS Makes commitments and assumes full responsibility including activities not under direct control.

Comments:_____

_____

_____

_____

4. Ability to Plan and Organize

Rating

US Work frequently shows lack of proper planning.

NI Seems to understand value of planning but needs assistance with routine work.

SAT Plans routine work satisfactorily but is sometimes not effective with unusual situations.

EE Plans difficult work in an excellent manner and meets emergency situations promptly.

OS Highly competent in organizing and directing complicated procedures and operations.

Comments:_____

_____

_____

_____

5. Judgment and Decisiveness

Rating

US Exercises poor judgment. Makes rash decisions or unwilling to make decisions.

NI Noncommittal or inclined to snap judgment . Decisions of marginal value.

SAT Exercises good judgment. Decisions reasonably prompt and accurate.

EE Exercises excellent judgment. Decisions generally prompt and accurate.

OS Decisions prompt and accurate.

Comments:_____

_____

_____

_____

6. Control of Operations

Rating

US Does not know status of expense, schedule or assignments.

NI Does not adequately control expense, schedule or assignments.

SAT Maintains satisfactory control of expense, schedule or assignments.

EE Maintains consistent expense controls and performs trade off on expense and schedule or assignments in all areas with advance notice of unfavorable performance in either.

OS Excellent control of all factors of his/her operations (expense, schedule, and personnel assignments).

Comments:_____

7. Quality Assurance

Rating

US Does not assume any responsibility for quality of work performed.

NI Shows little or no interest in improving quality of work performed.

SAT Does a satisfactory job of accepting responsibility for quality of work performed.

EE Willing to make commitments and assume full responsibility towards improving quality performance.

OS Aggressively pursues quality leadership in products and services. Decisions and actions are based on improving quality culture and making the Town a recognized quality leader.

Comments:_____

8. Ability to Improve Methods

Rating

US Complacent. Does things as they have always been done.

NI Makes some effort to change, if directed.

SAT Improves methods when need is apparent.

EE Resourceful. Constantly improving ways to do things.

OS Highly innovative. Outstanding in improving methods regardless of obstacles.

Comments:_____

9. Ability to Cooperate with Others

Rating

US Obstructionist. Thinks only of his/her own unit.

NI Difficult to secure his/her cooperation.

SAT Will cooperate when the need is great.

EE Cooperative. Willing to help out other activities.

OS Exceptionally cooperative.
Comments:_____
_____
_____
_____

Overall Rating: Circle One*.

Unsatisfactory	Needs Improvement	Satisfactory	Exceeds Expectation	Outstanding

*Include justification for overall rating in the General Comments (Use reverse side if necessary)

General Comments:
_____
_____
_____
_____

Required Signatures:

Evaluator's Signature: _____ Date: _____

I understand that my signature on this evaluation does not mean that I agree with this evaluation, but that I have received a copy.

Evaluatee's Signature: _____ Date: _____

Evaluatee's Comments:
_____
_____
_____
_____

(Use reverse side if necessary)

Appendix B
Salary Ranges
2017 - 2018

Position	Salary Range
Fire Marshal – Part time	hourly
Building Official	$43,723 - $86,353
Director of Operations	$65,585 - $89,632
Fleet Maintenance Supervisor	$43,723 - $86,353
Town Engineer	$54,654 - $96,191
Town Assessor	$54,654 - $95,097
Director of Youth & Social Services	$37,325 - $79,794
Water Department Supervisor	$43,723 - $86,353
ZEO/Assistant Planner	$38,258 - $65,585
Finance Director	$49,189 - $86,353
Wetlands Enforcement Officer	$38,258 - $59,026
Director of Senior Services	$38,258 - $65,585
Director of Library Services	$54,654 - $88,540

Appendix B
Salary Ranges
2018 - 2019

Position	Salary Range
Fire Marshal – Part time	hourly
Building Official	$44,816 - $88,512
Director of Operations	$67,225 - $91,873
Fleet Maintenance Supervisor	$44,816 - $88,512
Town Engineer	$56,020 - $98,596
Town Assessor	$56,020 - $97,475
Director of Youth & Social Services	$39,214 - $81,789
Water Department Supervisor	$44,816 - $88,512
ZEO/Assistant Planner	$39,214 - $67,225
Finance Director	$50,419 - $88,512
Wetlands Enforcement Officer	$39,214 - $60,502
Director of Senior Services	$39,214 - $67,225
Director of Library Services	$56,020 - $90,754

Appendix B
Salary Ranges
2019 - 2020

Position	Salary Range
Fire Marshal – Part time	hourly
Building Official	$45,936 - $90,725
Director of Operations	$68,906 - $94,170
Fleet Maintenance Supervisor	$45,936 - $90,725
Town Engineer	$57,421 - $101,061
Town Assessor	$57,421 - $99,912
Director of Youth & Social Services	$40,195 - $83,834
Water Department Supervisor	$45,936 - $90,725
ZEO/Assistant Planner	$40,195 - $68,906
Finance Director	$51,679 - $90,725
Wetlands Enforcement Officer	$40,195 - $62,015
Director of Senior Services	$40,195 - $68,906
Director of Library Services	$57,421 - $93,023

Appendix B
Salary Ranges
2020 - 2021

Position	Salary Range
Fire Marshal – Part time	hourly
Building Official	$47,085 - $92,993
Director of Operations	$70,628 - $96,524
Fleet Maintenance Supervisor	$47,085 - $92,993
Town Engineer	$58,857 - $103,587
Town Assessor	$58,857 - $102,410
Director of Youth & Social Services	$41,200 - $85,930
Water Department Supervisor	$47,085 - $93,188
ZEO/Assistant Planner	$41,200 - $70,628
Finance Director	$52,971 - $92,993
Wetlands Enforcement Officer	$41,200 - $63,565
Director of Senior Services	$41,200 - $70,628
Director of Library Services	$58,857 - $95,348

APPENDIX C

Add HDHP Matrix

Anthem.

Lumenos

Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HSA Plan

First – Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2016, contributions can be made to your HSA up to the following:

$3,350 individual coverage
$6,750 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Earn Rewards

If you do this:	You can earn:
• Future Moms for participation and completion	Up to $200
• Healthy Lifestyles online participation	Up to $150
• ConditionCare participation and completion.	Up to $300

Some eligibility requirements apply. See page 2 for program descriptions.

Plus – To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then –

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal $0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility
In Network and Out of Network Providers

$2,000 individual coverage
$4,000 family coverage

If Needed –

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers
80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

In-Network Providers	Out-of-Network Providers
$ 4,000 individual coverage	$ 4,000 individual coverage
$ 6,850 family coverage	$ 8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896.

Colchester Board of Education

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 visits per member per calendar year. Visits in excess of 50 are covered as out-of-network.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs – copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)	Mail Order (90 day supply)
$10 Tier 1 copayment	$10 Tier 1 copayment
$25 Tier 2 copayment	$50 Tier 2 copayment
$40 Tier 3 copayment	$80 Tier 3 copayment

* For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.