# **AGREEMENT**

# **BETWEEN**

# THE TOWN OF BROOKFIELD

# **AND**

# BROOKFIELD MUNICIPAL EMPLOYEES CSEA/SEIU Local 2001 Chapter I01, CTW

July 1, 2021 – June 30, 2026

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### **PREAMBLE**

This Agreement, entered into by the Town of Brookfield (hereinafter referred to as the "Town") and Brookfield Town Hall Employees, CSEA/SEIU Local 2001 Chapter I01, CTW (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious collective bargaining relations between the Town and the Union and the establishment of an equitable procedure for the negotiation of wages, hours and other conditions of employment. It is implicit that all Bargaining Unit Employees will be treated with consistency, equality, and fairness under the terms of this contract.

# ARTICLE I RECOGNITION

### Section 1.01

The Town recognizes the Union as the sole and exclusive collective bargaining representative with respect to wages, hours of work and other conditions of employment of all full-time and part-time Clerks, Secretaries, Dispatchers, Field Inspectors, Computer Operators/Bookkeepers, Assistant Assessor, Assistant Tax Collector, Assistant Town Clerk, Parks Maintenance Workers, and Custodial Employees, excluding confidential employees and those excluded by the Municipal Employee Relations Act in accordance with the certification of the Union on January 26, 1988 by the Connecticut State Board of Labor Relations as set forth in Decision No. 2616 and the expansion of the unit as set forth in Decision No. 3133 dated August 24, 1993. Also excluded are part-time employees who are regularly scheduled for less than twenty (20) hours per month.

# ARTICLE II MANAGEMENT RIGHTS

### Section 2.01

Except as otherwise abridged, modified or 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 management and all other rights, powers and authority which the Town had prior to the effective date of this Agreement. Such rights include, but are not limited to, the right to determine staffing levels and composition; to appoint, promote, demote, lay off, transfer, assign and direct personnel; to determine job content and job classification; to establish new positions and/or changes in the content of existing positions; to suspend, discharge or otherwise discipline employees; to prescribe rules and regulations to maintain the discipline of employees and the efficiency of the department; to determine the extent to which work or employment shall be increased or reduced; to plan, direct and control departmental operations and hours; and to determine and/or change methods, processes, equipment and facilities.

# ARTICLE III UNION SECURITY

# Section 3.01

Each employee has the option to join the Union. The Town agrees to deduct from the wages of each employee who has voluntarily and individually signed a payroll deduction authorization card. The amount will be certified by an officer of the Union which represents Union dues and any increases in said dues shall be provided to the Human Resources Department by the Union. Deductions shall be remitted monthly, along with the names of the employees, to the designated officer of the Union.

#### Section 3.02

In consideration of the Town entering into the provisions of this Article, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liability or costs to the Town that arise out of entering into or enforcement of this Article.

# Section 3.03

When the Town changes a job description for any position, it will provide a copy of the new job description to the Union President and each employee then employed in the said position.

# Section 3.04

The Town shall provide a bulletin board in a central location in the Town Hall, Police Headquarters and Parks Department Garage easily accessible to the majority of bargaining unit members which the Union may use to post official notices.

#### Section 3.05

The Town shall supply the Union at reasonable intervals, if the Union requests, with a list of all employees in the bargaining unit, showing their date of hire, job classifications, and rates of pay. Within thirty (30) days after a new employee has been placed on the payroll in a job covered by this Agreement, the Town shall inform the Union in writing of the name, date of hire, job classification and rate of pay of such employee, and will allow the Union President up to thirty (30) minutes, during paid working time, to provide Union orientation to the new employee(s).

# ARTICLE IV NO STRIKE/NO LOCKOUT

# Section 4.01

In accordance with the terms of the Municipal Employee Relations Act, the Union agrees not to strike or withhold services during the life of this Agreement and the Town agrees not to lockout any of its employees.

# ARTICLE V NO DISCRIMINATION

# Section 5.01

The Town and the Union shall not discriminate against any employee or group of employees because of sex, race, age, color, religious belief, national origin, physical disability, sexual orientation or marital status.

# ARTICLE VI PROBATIONARY PERIOD – NON DISPATCHERS

# Section 6.01

New employees shall serve a probationary period of one hundred and twenty (120) working days from the date of hire. Probationary employees shall be entitled to all benefits of this Agreement unless enumerated otherwise. Retention of a probationary employee is entirely within the discretion of the Town and such employee shall not have the right to appeal discipline or discharge through the grievance procedure.

# Section 6.02

Probationary Period – Existing Employees:

Current Bargaining Unit employees who assume new positions, from either part-time, full-time or to any other job title, shall serve a probationary period of sixty (60) working days. In the event any such employee is unable to complete the said (60) day probationary period, the employee shall return to the former position held.

# ARTICLE VII SENIORITY

### Section 7.01

Seniority shall date from the commencement of the employee's most recent period of continuous employment with the Town. Seniority lists shall be provided to the Union upon request by the Union President.

### Section 7.02

Seniority shall accrue during time spent by employees on any leave of absence which is approved with pay.

#### Section 7.03

Seniority shall be terminated by:

- a. Resignation. (An employee shall give at least two (2) weeks notice before leaving the employ of the Town, unless otherwise mutually agreed upon.)
- b. Retirement.
- c. Discharge.
- d. Failure to return when scheduled to report from a leave of absence or layoff.
- e. Layoff for a consecutive period exceeding the period of recall rights.
- f. Termination from employment.

# Section 7.04

### Layoff

Bargaining unit employees shall be laid off in the reverse order of their seniority by department within classification. Part-time bargaining unit employees within the classification shall be laid off before full-time bargaining unit employees are laid off. Employees shall be given a thirty (30) day notice of layoff.

# Section 7.05

#### Recall

Laid off Bargaining Unit Employees shall retain recall rights for thirteen (13) months from the date of layoff and shall be recalled in reverse order of layoff to available positions within their classification. If an employee is laid off at the end of a fiscal year, and a new budget is not passed on July 1<sup>st</sup> of the following year, his/her recall time will be extended until a budget is passed.

# ARTICLE VIII GRIEVANCE PROCEDURE

# Section 8.01

# **Purpose**

The purpose of the grievance procedure shall be to settle employee grievances as early in the procedure as possible.

#### Section 8.02

### **Definitions**

- a. A "grievance" is any difference, dispute, or disagreement arising out of the terms of this Agreement.
- b. A "grievant" is the aggrieved employee or employees or the Union.
- c. "Days" shall mean working days. Working days shall be interpreted to mean days determined by the individual grievant's work schedule.

# Section 8.03

### Procedure

# **INFORMAL STEP**

The employee and his/her Union representative may present the grievance orally or in writing to the employee's supervisor and/or the Human Resources Director for purposes of discussing such grievance with the hope of achieving a possible resolution prior to initiating the written grievance. If the informal step is commenced by written documentation, such written documentation shall be deemed to be part of the Informal Step. Nothing shall prevent an employee from discussing a contract dispute with his/her supervisor before invoking the Informal Step of the grievance procedure.

### STEP #1.

The grievance shall be submitted in writing to the First Selectman or Human Resources Director. No matter shall be subject to the grievance procedure unless submitted in writing to the First Selectman or Human Resources Director within fifteen (15) working days of the occurrence or the employee's awareness. The First Selectman or Human Resources Director will discuss the grievance with the employee and the employee's Union representative. The First Selectman or Human Resources Director shall submit his/her decision in writing to the aggrieved employee within fifteen (15) working days of receipt of the grievance.

#### **STEP #2.**

If the Union is not satisfied with the decision rendered by the First Selectman or Human Resources Director, within ten (10) working days after receipt of that decision, the Union shall notify the Town in writing of its intent to file the grievance for arbitration and its choice of arbitration agency, either the American Arbitration Association or the Connecticut Board of Mediation and Arbitration. The arbitration agency shall be determined in writing within ten (10) working days after the Union has notified the Town of its intent to proceed with arbitration. During that time, the Town shall advise the Union as to whether it agrees or disagrees with the Union's selection of the agency. If there is a disagreement, the grievance may be submitted to the American Arbitration Association and the party selecting the American Arbitration Association shall bear the full cost of the arbitration proceeding. If there is agreement on the American Arbitration Association or the agency is the Connecticut State Board of Mediation and Arbitration, the parties shall share equally in the cost of arbitration. The decision rendered by the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement. At the discretion of the Union, the Union may elect to be represented by an International Representative.

# Section 8.04

Time limits applicable to the grievance procedure may be waived or extended by mutual written agreement of the Town and the Union.

### Section 8.05

If the Town fails to provide a written response to the grievance within the time limits of Step 1, the Union may submit the grievance to the next step of the grievance procedure.

# ARTICLE IX DISCIPLINARY ACTION

### Section 9.01

Employees who have completed their probationary period shall not be discharged or otherwise disciplined except for just cause.

#### Section 9.02

A copy of any disciplinary action shall be given to the Union President or the Vice President as soon as reasonably practicable but no more than two (2) working days after the time it is given to the employee and a copy will also be placed in the employee's personnel file.

Two years following the placement of a warning or notice in the personnel file, there will be a review of the employee's progress since the warning or suspension notice.

Employees shall have the right to inspect their own personnel records that are maintained by the Town upon request. An employee may submit a personal statement regarding any matter in his/her personnel file, and such statement shall be maintained as part of his/her personnel file and shall accompany any transmittal or disclosure from such file or records made to a third party.

# ARTICLE X UNION BUSINESS LEAVE

# Section 10.01

Representatives of the Union's negotiating committee shall be given time off at no loss of pay to attend negotiating sessions when negotiations, by mutual agreement of the parties, are conducted during normal work hours, provided that no more than one (1) employee from any department shall be released to attend negotiations at any time.

# Section 10.02

Two representatives of the Union plus the grievant(s) shall be granted leave from duty with full pay for all meetings between the Town and the Union through arbitration for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty.

### Section 10.03

One member of the Executive Board shall be granted leave from duty with full pay for attendance at CSEA/SEIU Local 2001 Chapter I01, CTW Regional meetings when such meetings take place at a time during which such employees are scheduled to be on duty. The Executive Board member will be granted leave to attend no more than four (4) Regional CSEA/SEIU Local 2001 Chapter I01, CTW meetings per calendar year.

# ARTICLE XI HOURS OF WORK

### Section 11.01

Time sheets are submitted by all employees to the time keeping system and should reflect actual hours worked, and applicable time off by punching in and out.

Full-time employees (excluding custodial employees and dispatchers) shall work thirty-five (35) hours per week exclusive of a one-hour meal break to be taken in the middle of the shift.

# Section 11.02

Full-time Parks Maintenance and Building Maintenance employees shall work forty (40) hours per week. Any time worked in excess of eight (8) hours a day, shall be considered overtime and paid at time and one-half (1-1/2). Any hours worked on Saturday or Sunday or holidays shall be paid at time and one-half (1-1/2). All overtime worked must be authorized in advance by the Department Head.

#### Section 11.03

#### Overtime

Hours worked in excess of regularly scheduled hours to forty (40) hours in a week shall be paid at the straight time rate of the job performed. All hours worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half the straight time rate of the job performed. Overtime work must be authorized in advance by the department head. Time paid for sick leave, personal leave and vacation shall be included in calculating overtime hours.

# Section 11.04

# Overtime Assignment

When no employee voluntarily accepts an overtime assignment, employees may be called in on a rotating basis within their own department. The Town reserves the right to assign overtime to an employee(s) who have special knowledge or expertise to perform the overtime work without regard to the rotation or other considerations. No bargaining unit employee will be left in the building alone, with the exception of police dispatchers.

### Section 11.05

# Callback Minimum

Any employee called back to work shall be paid a minimum of three (3) hours, provided such hours of work are not contiguous to an employee's scheduled hours of work.

### Section 11.06

# Closing of Town Hall

- a. In the event that the Town has a partial closing any employee who has reported to work shall be paid for his/her regularly scheduled hours, including hours covered by the partial closing.
- b. In the event of adverse weather, employees may exercise their option to call out using vacation or personal time, and irrespective of any amount of time that the

Town is closed due to a partial or full day closing, the total hours of a full regularly scheduled work day shall be deducted from the employee's accrued leave, or if no such leave is available the absence shall be unpaid.

c. If the Town Hall has a full day closing employees shall be paid for their regularly scheduled work hours without any reduction in earned time accounts unless they have previously requested and have been approved for any sick, personal or vacation time.

Dispatchers' work schedules and time off shall not be affected by Town decisions to close Town Hall as dispatchers are employed for the specific purpose of providing services related to public safety. Therefore, dispatchers shall not receive extra compensation or compensatory time when they perform their duties during time the Town Hall is closed.

# ARTICLE XII LEAVES OF ABSENCE

# Section 12.01

# Jury Duty

Employees who are called for jury duty shall promptly provide proof of their call to jury duty and shall notify their supervisors of their scheduled service. Provide the Town receives prompt notice, such employee shall be granted a leave of absence for such periods as is required, and shall be paid the difference between their regular base pay and the amount received for jury duty. Employees shall provide the Town with proof of amounts received for jury duty. Employees who are released from jury duty either before or during regular working hours shall be expected to report to work for any remaining portion of the work day.

### Section 12.02

# Military Leave

Employees will be provided with military leave in accordance with the requirements of state and federal law.

### Section 12.03

### Funeral Leave

Employees, upon request, shall receive five (5) work days in succession for attendance at a funeral because of the death of a spouse, mother, father, child, step-child, or step-parent; three (3) work days in succession for attendance at a funeral because of the death of a grandparent, grandchild, brother, sister, mother-in-law, father-in-law, son-in-law,

daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew. Employees may be granted a fourth (4<sup>th</sup>) successive work day to attend a funeral out of state for a grandparent, grandchild, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, provided the distance of the funeral is more than 300 miles from the Brookfield Town Hall, and the fourth (4<sup>th</sup>) successive scheduled day does not fall on a non-working day, or a previously scheduled day off.

### Section 12.04

# Leave of Absence Without Pay

Unpaid leave may be granted to an employee in accordance with the Town of Brookfield Family Medical Leave Policy. Any and all unpaid leave is subject to the approval of the First Selectman, or Human Resources Director, prior to the use of any unpaid leave. The First Selectman may grant an unpaid leave of absence to an employee for purposes other than Family Medical Leave upon written request from the employee submitted to the Human Resources Director for consideration by the First Selectman, or Human Resources Director, for a period not to exceed twenty-five (25) working days. An employee who is granted a leave of absence without pay of twenty-five working days or less shall be reinstated to the position held at the time the leave was granted. A full-time employee granted a leave of absence without pay may continue the Town's medical insurance coverage at his own expense in accordance with state and federal law.

### Section 12.05

#### Pay For Time Off

Any leave days authorized with or without pay pursuant to Articles XII, XIII, and XV shall be paid and charged based on the hours the employee is regularly scheduled to work on that day.

#### Section 12.06

Family and medical leave shall be administered in accordance with applicable law and Town policy. The Town reserves the right to coordinate compensation, benefits and policies concurrently as applied to all employee leaves.

# ARTICLE XIII PERSONAL TIME AND SICK LEAVE

### Section 13.01

# Personal Days

All Full Time employees will be entitled to four (4) Personal Days in any Fiscal Year

with notification to the Department Head. New hires shall be credited with a proportionate number of personal days based upon the month hired:

Month of Hire	Number of Personal Days			
July - September	4			
October - December	3			
January - March	2			
April - June	1			

Requests for Personal Days must be submitted no less than twenty-four (24) hours in advance of the date requested and must be approved in advance by the Department Head. Failure to obtain approval may result in loss of pay for any personal day not approved.

Personal days shall accrue on a fiscal year (rather than calendar year) basis.

Personal days may be used to attend to personal business that cannot be scheduled during time off from work and may be used in hourly increments with the approval of the department head. Personal days shall not be approved as extensions of any other time off.

# Section 13.02

#### Perfect Attendance

Employees who complete the months of January through June with no sick time absences will be given an amount equal to one (1) day of pay to be paid in the next payroll period.

Employees who complete the months of July through December with no sick time absences will be given an amount equal to one (1) day of pay to be paid in the next payroll period.

### Section 13.03

The benefits described in Section 13.04 are designated for the economic protection of Town employees. They are not intended to be expended as vacation or holiday leave, but designed to provide uninterrupted income for time periods that are lost due to illness. Leave taken under this section on a feigned illness basis can result in a loss of pay and possible disciplinary action.

### Section 13.04

# A. Sick Leave Benefit

Employees shall accrue one and one quarter  $(1\frac{1}{4})$  days of sick leave for each month of service (fifteen (15) days per year).

These sick days may be used for care of a family member or equivalent relationship limited to child or stepchild, spouse or domestic partner, parent or grandparent.

Sick days may be taken in not less than one-half day increments, unless by agreement of the employee's supervisor. On a partial sick day, employees will be paid for hours actually worked.

Sick days may also be used for the employee's non-emergency medical and dental appointments.

# B. Sick Leave Carry Over

Employees may carry over up to a maximum of ninety (90) sick days.

# C. <u>Long-Term Disability</u>

Long-term disability shall continue to be available, as previously, after ninety (90) consecutive calendar days of absences. Beginning on the ninety-first (91<sup>st</sup>) calendar day of absence, the employees who are absent due to non-work-related illness or injury may be eligible for long-term disability benefits per the terms of the Town of Brookfield Long-Term Disability Policy. The insurance company for the Town of Brookfield will insist that employees who are receiving long-term disability benefits be retrained to perform another job.

# D. Voluntary Donation of Sick Leave

For employees who experience an extended, continuous disability and as a result exhaust all paid sick leave, personal leave and vacation time available, other bargaining unit employees, on a completely voluntary basis, shall be allowed to donate one or more of their accrued sick days (not to exceed ten (10) days in any fiscal year) to such employee. Donations may be made to the extent necessary to allow the recipient to complete the waiting period to file for LTD benefits. The Union shall provide the Town with appropriate records showing which employees have voluntarily agreed to donate sick leave and the amounts donated, consistent with the limitation noted above. The Town shall have no responsibility to request the donation of time or for the administration or any other aspects of this voluntary leave donation program. Donations may not be made by employees upon their separation from employment with the Town.

# Section 13.05

Employees must report their need to be absent due to sick leave to their supervisors as soon as possible. Employees shall enter a request for paid time off using the Town's time keeping system. The supervisor will either accept or reject the request. Failure to follow this procedure may result in a loss of pay. For an employee who does not have advance

notice of the need for leave, such requests shall be entered into the system upon return to work.

# Section 13.06

Whenever the Town reasonably suspects abuse of sick leave, the Town may require the employee to present a doctor's certificate certifying the employee's need to be absent from work on the day(s) in question or may take other action designated to monitor the appropriate use of the sick leave benefits. All preapproved out of pocket expense for the doctor's visit if required by the Town will be paid for by the Town. If, in the judgment of an employee's supervisor, there is any misuse or abuse of sick leave benefits, it may be grounds for either loss of pay or dismissal. The Town may refer the employee for a medical evaluation by a physician selected and paid for by the Town.

### Section 13.07

If an employee is absent as a result of injuries incurred in the performance of his/her duties and is determined to be eligible for Worker's Compensation benefits, the Town will continue to pay the employee his/her base wages and any Workers' Compensation payments will be made to the Town.

### Section 13.08

Sick days required as a result of injury in the performance of duties shall not be deducted from accumulated sick leave.

# Section 13.09

An employee who is absent from work due to illness or injury for any reason for more than seven (7) calendar days must keep the Town advised of his/her medical status. The employee must provide periodic medical documentation including, but not limited to, the expected duration of the disability, dates of treatment, prognosis for return to work and whether the employee has reached maximum medical improvement and extent to which they will able to fully perform the essential duties of the position held on the date of disability. A diagnosis shall be provided to the Town only with the authorization of the employee or if the diagnosis is not of a confidential medical condition. The employee will continue to provide updates to the Town every fourteen (14) calendar days thereafter until their return to work.

# ARTICLE XIV HOLIDAYS

#### Section 14.01

The following days shall be observed as holidays and shall be granted with pay for all full-time employees:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Lincoln's Birthday	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Any Day Decreed by Governor
Independence Day	As State Holiday

# **Section 14.02**

Holidays shall be observed as officially designated. When a holiday is designated on a Saturday, it shall be celebrated the preceding Friday. When a holiday is designated on a Sunday, it shall be celebrated the following Monday.

### Section 14.03

When a holiday occurs during an employee's regularly scheduled vacation, said holiday shall not be charged against the employee's earned vacation time.

# ARTICLE XV VACATION

#### Section 15.01

### Amount of Vacation

Full-time employees shall be eligible for a paid vacation as follows:

- 1. After six (6) months of continuous full-time service: five (5) days.
- 2. After one (1) year of continuous service, five additional days, for a total of ten (10) days each year up to five (5) consecutive years.
- 3. After five (5) years of consecutive service, fifteen (15) days.
- 4. After ten (10) years of consecutive service, twenty (20) days.
- 5. Beginning with the 16<sup>th</sup> year of continuous service, the employee shall accrue one (1) vacation day for each year worked to a maximum of twenty-five (25) days.

Full-time employees hired on or after January 1, 2011 may earn up to a maximum of twenty (20) days of vacation in accordance with the schedule referenced above.

### **Section 15.02**

The vacation year shall extend from July 1<sup>st</sup> through June 30<sup>th</sup> of each fiscal year. Vacation entitlement means vacation with pay, based on the employee's anniversary date. When additional vacation is due, it is not credited until the anniversary date occurs.

#### Section 15.03

In the event an employee becomes ill during his/her vacation, the employee shall be given the opportunity to change the vacation to sick leave, provided the employee files with her supervisor a physician's certificate confirming the illness. In the event a death occurs during an employee's regularly scheduled vacation, and that death is covered by the funeral leave provision of this Agreement, the employee shall be given the opportunity to change such vacation to funeral leave.

# **Section 15.04**

Vacation which has been accrued and is not used prior to an employee's termination shall be paid to the employee or, in the case of death, to the employee's beneficiary.

# **Section 15.05**

Payment of salary in lieu of vacation shall not be made, since the purpose of vacation is rest and relaxation.

#### Section 15.06

# Scheduling of Vacation

Employees shall schedule vacations through their respective Department Heads one (1) month in advance with preference given in order of seniority. Requests and approvals shall be made using the Town's time keeping system. Notwithstanding the foregoing, employees may request individual days of vacation (any request for less than five (5) consecutive days) which may be approved, provided the employee has requested the vacation days at least twenty-four (24) hours in advance and subject to the needs of the department as determined by the Department Head. The Department Head may elect to waive the twenty-four (24) hour notice on a case-by-case basis. Employees in the offices of the Tax Collector and Assessor will not request vacation of five (5) or more consecutive vacation days in the month of July, the first week in August, the last week in December, last week in January and first week of February, unless otherwise approved by the Department Head.

# **Section 15.07**

# No Accumulation of Vacation

Vacation must be taken in the fiscal year in which it is accrued and may not be accumulated from year to year. However, up to five (5) days of vacation may be carried over at the end of the fiscal year, provided said vacation days are used by the end of the following fiscal year.

# ARTICLE XVI INSURANCE AND PENSION

## Section 16.01

- A. <u>Health Insurance</u>. The Town shall maintain the following health insurance plan(s) for each full-time employee and where applicable their eligible dependents:
  - 1. The Comprehensive Mix Plan, as proposed by the Town, shall be the Core Plan offering. Employees shall pay, by payroll deduction, the following percentage of premium costs of such benefits.

7/1/21 - 6/30/22	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26
20%	20%	20%	20%	20%

Payments will be deducted from employees' paychecks.

2. The Preferred Provider Organization Plan (PPO) shall be the "Buy Up" plan offering. Employees electing this option shall pay one hundred percent (100%) of the extra cost associated with participating in the PPO plan as compared to the Town's share of the cost of the Comprehensive Mix Plan.

The Town shall implement and maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Town makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminated the tax exempt status of employee insurance premium contributions. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived there from. This waiver on the part of the Union shall not extend to acts which may be committed by the Town or its agent(s) other than acts in furtherance of the L.R.C. Section 125 Plan.

In lieu of the two medical benefit plan options referenced above, the Town may continue offering employees medical insurance through the Connecticut Partnership Plan 2.0 with employees contributing the same percentage of insurance premium costs as referenced above.

# B. Health Insurance – Retirees:

1. Employees who become members of the bargaining unit on January 1, 2011 or thereafter shall not be eligible for any Town contribution to any post-

employment health (or other) insurance benefits as set forth below.

- 2. Eligible employees who retire on or before June 30, 2017 shall continue to receive benefits as described below:
  - e Employees hired before January 1, 2011 who retire between age 62 and age of eligibility for Medicare and are 100% vested in the Town of Brookfield Pension Plan may continue medical coverage in the Town plan for the retiree and spouse, up to the age of eligibility for Medicare with the cost sharing shown in the chart below: The opportunity for such insurance continuance shall be offered to the retiree one time only and must be elected at the retirement. Premiums must be paid in advance on a monthly basis and shall be withdrawn from the employee's pension payments.

At retirement between ages 62 and the age of eligibility for Medicare, with ten (10) years of service, the retiree will contribute 85% of the monthly expense of the health insurance premium for the retiree and spouse. For every year of additional service, the following chart will indicate the retiree contribution:

Years of Service	Percentage (%)			
11	80			
12	75			
13	70			
14	65			
15	60			
16	55			
17	50			
18	45			
19	40			
20	35			
21	30			
22	25			
23	20			
24	15			
25	10			
Over 25	0			

• Employees hired before January 1, 2011, who did not previously exercise their right to opt out of the Town of Brookfield Medicare Supplemental Health Insurance Plan benefit and who retire at the normal age of pension eligibility (age 62) and are 100% vested in the Town Pension Plan may participate in the Town of Brookfield Medicare Supplemental Health Insurance Plan, provided the employee provides proof of Medicare Parts A&B coverage. The Medicare Supplemental Plan is of no cost to the employee and his/her eligible spouse once they become covered by Medicare for employees who retire on or before June 30, 2017.

- Eligible employees hired before January 1, 2011 and who did not previously exercise their right to opt out of this benefit and who retire after June 30, 2017 will receive postemployment medical benefits only if they meet each of the following requirements:
  - i. Must attain a minimum of twenty (20) years of service with the Town to be eligible;
  - ii. From age sixty-two (62) to Medicare eligibility must pay premium cost sharing based upon years of service (with a minimum of 20 years) as set forth above; and
  - iii. Upon attainment of Medicare eligibility and the employee providing proof of Medicare Part A and B coverage, the retiree shall pay twenty-five percent (25%) of the cost of the Medicare Supplement Plan for him/herself and spouse, provided the employee was hired prior to January 1, 2011.
- Retiree contributions to premium costs for medical (including Medicare Supplement) benefits elected shall be automatically withheld from the retiree's pension payments.

# **Section 16.02**

# Health Insurance Opt Out

Bargaining Unit Employees may choose to opt out of the Town's Health Insurance Program. Those choosing such option will receive an annual payment of \$1,200.00 to be paid in monthly installments of \$100.00 in the first pay period of each month. Thereafter, this option will be available during open enrollment in November of each year.

- Application for such option must be submitted in writing to the Human Resources Department at least one month in advance of intent to exercise this option. Annual payment will be prorated according to the month of "opt-out".
- Re-entry into the Town's Health Insurance Program can be applied for in writing at the Human Resources Department at any time and will be granted subject only to the waiting period, if any, of the Health Insurance Program's rules and regulations. Upon re-entry into the Town's Health Insurance Program or upon termination of the employee the "opt-out" payments shall cease.
- Spouses, both of whom are employed by the Town shall be entitled to a single family health insurance coverage or each to individual health insurance coverage. In the event that the spouses opt for the family coverage, they shall be entitled to one health insurance "opt-out", as referenced above.

# **Section 16.03**

#### A. <u>Life Insurance</u>

Life Insurance and Accidental Death and Dismemberment in the amount of two times salary with a minimum benefit of Twenty-five Thousand Dollars (\$25,000.00).

# B. <u>Life Insurance for Retirees</u>

Upon the Bargaining Unit Employee's normal retirement at age 62 or older, the Town will provide a life insurance policy in the amount of \$8,000.

### **Section 16.04**

# Change of Carrier

Nothing in this Agreement shall prevent the Town from changing insurance carriers or from self-insuring, provided the levels of benefits are at least comparable to those provided by the existing insurance program. In addition to the above right of the Town, the Town may also institute any carrier and/or plan changes and may self-insure any of these benefits with no less than thirty (30) days advance notice to employees and the Union, provided that in no event shall the plan terms and benefits offered to bargaining unit employees be inferior to the terms and benefits of the plan offered to other employees of the Town. In the event that the Town implements a change in carrier and/or plan and/or self-insures any of the benefits under this Article, and such change has a substantial monetary impact upon the employees, the Union may request impact bargaining and interest arbitration regarding such impact issues.

### Section 16.05

#### Pension Plan

- A. The Town and the Union agree that all the terms and provisions of the Pension Plan titled, "Town of Brookfield Pension Plan for Central Government Employees" shall apply to all eligible members of the bargaining unit who were hired by the Town on or before June 30, 2017. Though Normal Retirement Age for employees shall be sixty-two (62) years, employees shall continue to receive pension credited service beyond age 62 if they are working. Employees shall not be required to retire at age 70.
- B. The pension plan referenced in subsection A above shall include the following:

The normal retirement benefits shall be two percent (2%) of the Average Final Earnings times Years of Service of the employee's inception into the plan. Average Final Earnings shall mean the average highest annual earnings in any three year period worked (inclusive of overtime hours worked and any applicable bonuses.)

Participation in the pension plan shall be mandatory for all eligible employees.

Each employee, regardless of age, shall make pension contributions of five percent (5%) of earnings after one year of full-time service. The Town shall implement and maintain a Salary Reduction Plan pursuant to the applicable provisions of the Internal Revenue Code which plan shall be designed to permit exclusion from taxable income of the employee's pension contributions. The Town makes no representations or guarantees as to the initial or continued viability of such Salary Reduction Plan and shall incur no obligation to engage in any form of impact bargaining in the event that change in law reduces or eliminates the tax exempt status of employee pension contributions. So long as the Town makes a good faith effort to implement and maintain a Salary Reduction Plan, neither the Union nor any employee covered by this Agreement shall make any claim or demand, or maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Plan, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

## Hybrid Pension

- A. Employees hired on or after July 1, 2017 shall not participate in the Town's Pension Plan but instead shall participate in the Hybrid DB/DC Pension or 401a Plan as they may elect. A summary of the Hybrid DB/DC Pension includes the following terms:
  - (i) New employees may elect to join the Hybrid DB/DC Plan or they may decide to avoid the Hybrid DB/DC Plan and instead enroll in the DC Plan.
  - (ii) New employees that elect to avoid the Hybrid DB/DC Plan and elect the 401a Plan must contribute five percent (5%) of earnings and the Town will contribute five percent (5%) of the employee's earnings to the 401a Plan. In addition, the Town will match employee contributions up to eight percent (8%) of the employee's base pay at the rate of seventy-five percent (75%) of what the employee contributes (or a maximum Town match of eleven percent (11%) of base pay).
  - (iii) New employees who elect the Hybrid DB/DC Plan will contribute five percent (5%) of earnings. Their pension will be calculated based on the average of their highest five (5) years of earnings. Their pension multiplier is 2% and the maximum years of credited service they may accrue is twenty (20) years (so their pension will not exceed forty percent (40%) of their final average pay).
  - (iv) After such employees reach twenty (20) years of credited service they can accrue no more service in the Hybrid DB Plan (although their final average pay continues to get adjusted as their earnings change). At that point they will participate in the 401a Plan with the same terms as discussed above for employees who elect to avoid the Hybrid DB/DC Plan and select the 401a Plan benefit.

- (v) And finally, new employees who elect the Hybrid DB/DC Plan have the option each year at open enrollment to leave the Hybrid DB/DC Plan and move to the 401a Plan, but once they elect to move to the 401a Plan that election is irrevocable. If an employee leaves the Hybrid DB/DC Plan before being vested in the Hybrid Plan all her/his contributions can be maintained Hybrid DB/DC Plan and are guaranteed a five percent (5%) annual rate of return. If the employee elects to leave the Hybrid DB/DC Plan after vesting in the Plan the employee keeps the vested Hybrid DB benefit and in the future participates only in the 401a Plan.
- B. Employees hired before July 1, 2017 who are in the Town Pension Plan may make an irrevocable election to freeze their benefits under the terms of the Town's Pension Plan and following that they may participate in the 401(a) Plan. An employee who elects to participate in the 401(a) Plan must contribute the same percentage of compensation to the 401(a) Plan that he/she was contributing to the Pension Plan.
- C. Employees who divorce their spouse must promptly notify the Town of any Court Order that imposes any wage, pension or other benefit garnishment on said employee/spouse.
- D. Effective July 1, 2021, the Town shall discontinue the practice of providing employees with pension estimate calculations as the Plan Administrator will maintain such information online.

### Section 16.06

It shall be assumed that upon death of an active Bargaining Unit Employee eligible for early retirement at age 55 or older, application for retirement was filed the day prior to his/her death. Under that condition the employee's spouse (if the employee's spouse has been identified as the beneficiary) shall be awarded 100% survivor benefits computed as a normal retirement. If unmarried or widowed, or otherwise, the employee's beneficiary(ies) shall be awarded a straight life annuity that is the actuarial equivalent of 100% of the participant's accrued pension.

# **Section 16.07**

Employees will have the option of a Flexible Savings Account (also known as a flexible spending account) to be administered by the same third party administrator as the non-union plan, which will allow employees to pay (reimburse themselves) for certain out of pocket expenses with before-tax dollars.

There are two kinds of flexible accounts:

- Dependent Care Reimbursement Account \$5,000 Max. Contribution
- Health Care Reimbursement Account \$2,700 Max. Contribution

The maximum shall be adjusted periodically to be consistent with the maximum contributions allowed by IRS rules.

Within the framework of a plan qualified under IRS Section 125, an employee can establish one or both flexible accounts and fund them on a pre-tax basis. The Town shall provide employees written notification of the open enrollment periods during which they may enroll or change their annual elections qualified under IRS Section 125 at least thirty (30) days in advance of the date on which such period begins. The Town shall do the same for all other relevant benefits of this Article (e.g., Medical Benefits).

# ARTICLE XVII BENEFITS FOR PART-TIME EMPLOYEES

# **Section 17.01**

Part-time employees are those employees who are regularly scheduled to work less than thirty-five (35) hours per week.

# **Section 17.02**

Part-time employees who work more twenty (20) or more hours per week shall receive the following fringe benefits based on their hours worked: military leave, jury duty, funeral leave, and holiday pay for Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas and New Year's Day. Part-time employees are eligible for two (2) sick days after six (6) months of service and three (3) additional days after one (1) year of service to a maximum of five (5) days per calendar year. Part-time employees are eligible for two (2) vacation days after six (6) months of service and three (3) additional vacation days after one (1) year of service to a maximum of five (5) days per calendar year. Fringe benefit pay shall be based on hours regularly scheduled per week divided by five (5). Part-time employees eligible for vacation time may carry over vacation time at the end of the fiscal year, provided said vacation days are taken by the end of the following fiscal year.

# ARTICLE XVIII SALARIES

#### Section 18.01

Employees shall be paid on a bi-weekly basis beginning at the same time the Town transitions all other Town employees to such payroll cycle. All salary increases shall be paid from the effective date of the increase, and increases commencing in the middle of a pay period shall be implemented retroactively in the next pay period.

# Section 18.02

All jobs within the bargaining unit are found in Appendix A.

# **Section 18.03**

The salary schedule set forth in Appendix A shall be effective July 1, 2021. These salaries reflect a general wage increase of two and one-quarter percent (2.25%) effective July 1, 2021, a two and one-quarter percent (2.25%) general wage increase effective July 1, 2022, a two and one-quarter percent (2.25%) general wage increase effective July 1, 2023, a two and one-quarter percent (2.25%) general wage increase effective July 1, 2024, and a two and one-half percent (2.5%) general wage increase effective July 1, 2025.

Upon his/her attainment of State certification which allows the employee to serve in an acting capacity for his/her department head, the Administrative Assistants to the Assessor, Town Clerk, and/or Tax Collector shall receive an increase in compensation in the amount of two dollars (\$2.00) per hour over the employee's then current pay rate as otherwise provided in the Collective Bargaining Agreement for all hours worked provided the certification is maintained.

#### Section 18.04

# Direct Deposit

All payment for wages earned are paid electronically to the employee's designated bank account and the employee shall cooperate in effectuating this provision.

# ARTICLE XIX MISCELLANEOUS PROVISIONS

#### Section 19.01

If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement, which shall remain in full force and effect.

# Section 19.02

Whenever used in this Agreement, personal pronouns shall mean reference to both genders.

### Section 19.03

Employees who use their own vehicle to conduct Town business shall be reimbursed for mileage at the Town's current rate.

### Section 19.04

All job vacancies within the bargaining unit shall be posted. In the event the vacancy will be advertised to the general public, it shall be posted for at least five (5) calendar days prior to the advertisement. Employees shall apply for vacant jobs in writing to the Human Resources Director. Vacancies shall be filled on the basis of qualifications and ability.

# Section 19.05

# Labor/Management Committee

A Labor/Management Committee shall be established for the purpose of discussing areas of mutual concern. The committee shall consist of two (2) members of the Union and two (2) Town Representatives. The committee shall meet upon mutual agreement. If the meeting is during work hours, Union representatives shall be given time off without loss of pay to attend.

#### Section 19.06

# Longevity Bonus Awards

Eligible Full Time Bargaining Unit Employees will receive in the first pay period in January, a longevity bonus award as follows.

Years of Service	Longevity
10 – 15	\$250
16 – 20	\$300
21 – 25	\$350
26 +	\$500

### Section 19.07

#### Meetings

Work related meetings for employees will be scheduled with at least twenty-four (24) hours notice to the employees or will be held during regular working hours.

#### Section 19.08

Employees who are promoted or transferred to a new position must remain in the position one (1) year before being considered for a different assignment unless otherwise approved by the Town.

# ARTICLE XX POLICE DISPATCHERS

# **Section 20.01**

# Shift Schedule

The department will establish work shifts for all full-time dispatchers which shall be eight (8) hours in duration.

The work schedule for all full-time dispatchers shall be five (5) consecutive days of work followed by two (2) days off, followed by five (5) consecutive days of work followed by three (3) days off rotation.

Based on the rotations as listed above, dispatchers will work either a forty (40) hour workweek, or a thirty-two (32) hour workweek.

Dispatchers shall be paid for the hours they work each week.

All hours worked in excess of forty (40) hours shall be paid at the "Dispatcher overtime hourly rate" of time and one-half (1-1/2).

# Section 20.02

### Shift Bidding

Assignments to a shift schedule shall be on a bid system. The bidding cycle shall occur three (3) times per year on December 1, April 1 and August 1. Dispatcher assignments shall be bid by Police Department seniority. Dispatchers will be excluded from the bidding system if they are unable to fulfill their duties due to extended illness. For purposes of this section, "extended illness" shall be considered to include any absence due to illness or accident of more than fourteen (14) calendar days. Upon return to full duty status, said dispatcher shall be assigned to vacant shift for the remainder of the current bid period.

1. Prior to the beginning of each bid cycle, department management shall solicit a shift assignment bid from all eligible dispatchers. Each dispatcher shall submit a bid to the department in accordance with the schedule set forth below. Two dispatchers shall submit a bid per shift. Provided, however, the Department shall retain the sole discretion as to the number of dispatchers it assigns to each shift. Department management shall assign shift(s) based on bids.

#### 2. Bid Schedule:

- Bids submitted no later than October 1<sup>st</sup> for shift cycle beginning December 1<sup>st</sup>.

- Assignments posted not later than November 15<sup>th</sup>.
- Bids submitted no later than February 1<sup>st</sup> for shift cycle beginning April 1<sup>st</sup>.
- Assignments posted not later than March 15<sup>th</sup>.
- Bids submitted no later than June 1st for shift cycle beginning August 1st.
- Assignments posted no later than July 15<sup>th</sup>.

# Section 20.03

# Shift Assignment and Reassignment

The police department administration determines shifts available at the time of each new bidding cycle. Dispatchers shall be assigned based upon shift preference as expressed through the bidding procedure. When adjustments are required because dispatchers bid for a different shift than previously assigned, days off may be changed to accommodate the schedule. No overtime shall be paid to dispatchers during the bid adjustment period for changed days off unless the change results in a dispatcher working more than forty (40) hours in the pay period.

#### Midnight Shift Differential

Dispatchers shall be eligible to receive a shift differential of \$1.50 per hour for midnight shift hours.

# Section 20.04

#### Shift Switches

Dispatchers may make requests to their immediate supervisors to voluntarily switch shift assignments with other dispatchers (days, week, or entire bid period), subject to the following limitations:

All voluntary switches must be approved by the Chief of Police or his designee. Dispatchers scheduled on holidays may offer the shift to a qualified dispatcher with at least twenty-four (24) hours notice to the supervisor. All voluntary switches must be at no overtime cost to the Town and the employee accepting the shift change will ensure that the shift is worked.

# Section 20.05

# Scheduling of Training

In order to facilitate scheduling of department training, dispatchers may be reassigned to training schedules without benefit of overtime during a specified training time frame.

# Section 20.06

# Scheduling During Probationary Period

During the probationary period, probationary dispatchers may be assigned as required to facilitate their training.

# Section 20.07

#### Overtime

Only certified EMD telecommunications operators may work in the absence of the regular dispatcher. If there are certified personnel on duty who can be used for dispatching work in the absence of the regular dispatcher, such personnel may be used.

No dispatcher shall work more than sixteen (16) hours within a twenty-four (24) hour period.

Overtime work for dispatchers shall become available as follows:

In all circumstances in which a vacancy occurs in the position of dispatcher for which the Chief or his designee has chosen to fill at its sole discretion, part-time dispatchers will be given first priority to fill such vacancy unless the part-time dispatcher has already worked at least eight (8) hours within the same week. In such circumstances, the part-time dispatcher(s), having worked at least eight (8) hours within the same pay week, will be given last priority and full-time dispatchers will then be given first priority, based on hours worked, to fill the vacancy. If the vacancy is not able to be filled with full-time dispatchers then the part-time dispatchers shall be offered the opportunity to fill such vacancy regardless of the number of hours they have worked during the same pay week.

If no off-duty full or part-time dispatcher is able or willing to accept such overtime, the on-duty dispatcher shall be ordered to work the overtime for up to four (4) hours except in the case of emergencies when the dispatcher may be ordered to stay the entire shift. The dispatcher scheduled for the following shift shall be ordered in up to four (4) hours early. In lieu of ordering a dispatcher to work additional hours, other certified personnel may be used to perform the dispatching work.

# Section 20.08

For dispatchers who volunteer to perform the assignment and are properly trained, then whenever at least two (2) dispatchers are on duty, one may be assigned non-traditional dispatcher duties related to observation of prisoners, pat down and related tasks and shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay when performing such duties.

### Section 20.09

# Dispatcher Holidays

Dispatchers will be paid straight time for the following holidays:

New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and any day declared as a Special Holiday by the Governor. Holidays will be paid in the paycheck for the pay period in which the holiday falls.

In the event a dispatcher works on Thanksgiving Day or Christmas Day the dispatcher shall receive double time for hours worked.

Holiday pay differentials will be paid only for the hours worked during their shift which occur on said holiday as listed above.

#### Section 20.10

# Scheduling of Time Off-Dispatchers

Vacation and Personal time off may be taken in four (4) hour increments but for half days only at the start or end of a shift.

- Requests to take vacation and/or personal time as far in advance as possible shall be submitted to Police Department management and approval shall be subject to the operational needs of the Department.
- No more than one (1) dispatcher per shift may be approved for time off on the same days. If a request for time off is made for the same shift, the granting of the personal time off will be disallowed unless and until any overtime required to fill such day off has been filled voluntarily.

# A. <u>Dispatcher Vacation</u>:

Full time dispatch staff shall be eligible for a paid vacation based on an eight (8) hour work day as follows:

After six (6) months of continuous full-time service, 5 days (40 hours) After one (1) year of continuous full time service, 10 days (80 hours) After five (5) years of continuous full time service, 15 days (120 hours) After ten (10) years of continuous full time service, 20 days (160 hours) For every year after fifteen (15) years of continuous full time service, the employee shall accrue one 8 hour vacation day for each year worked to a maximum of 25 days (200 hours)

Employees hired on or after January 1, 2011 shall be eligible to receive up to a maximum of 20 days (160 hours) paid vacation per year.

Forty (40) hours of vacation may be carried over at the end of the calendar year and must be taken by June 30<sup>th</sup> of the following calendar year.

# B. <u>Dispatcher Personal Time</u>:

Full time dispatch staff shall be eligible for thirty-two (32) hours personal time after six (6) months of continuous full time service.

Personal hours must be used within the calendar year and cannot be carried to the following year.

# Section 20.11

In the first pay period in July, the Town will provide dispatchers four hundred and fifty dollars (\$450.00) each fiscal year for the purchase of work-related clothing, as approved in advance by the supervisor.

# Section 20.12

#### **Probationary Period**

There will be a one hundred and twenty (120) working day probationary period per the dispatcher's schedule, for any newly hired dispatcher. Probationary employees shall be entitled to all benefits of this Agreement unless enumerated otherwise. Retention of a probationary employee is entirely within the discretion of the Town and such employee shall not have the right to appeal discipline or discharge through the grievance procedure.

# ARTICLE XXI PARKS MAINTENANCE WORKERS

#### Section 21.01

The opportunity to work overtime shall be extended to each Parks Maintenance Worker on a rotational basis. Regular full-time workers shall be given first opportunity for available overtime after seasonal workers have accrued forty (40) hours first. Except in cases of emergency, bargaining unit work for special events outside of regular working hours will be offered first as overtime to employees on a rotational basis. Park Maintenance Workers who are called back to work for overtime shall be paid a minimum of three (3) hours at the applicable overtime rate from the time of reporting to work, unless the hours worked are contiguous with their regular work hours in which case they will be paid at the applicable overtime rate for actual hours worked. If a regular full time worker is incapable of performing the overtime task for which he/she is required to due to medical restrictions or other reasons, the employee shall be taken out of the rotation until

he/she can perform the task.

#### **Section 21.02**

The current practice concerning two-way radio communication shall be maintained for safety reasons.

# Section 21.03

The Town shall provide the Parks Maintenance Workers with an annual uniform allowance of two hundred seventy-five dollars (\$275.00) for the purchase of work uniforms and one hundred fifty dollars (\$150.00) shoe allowance for the purchase of work shoes from a supplier designated by the Town. (Uniform allowances will be provided in conjunction with the fiscal year budget.) Any uniforms and/or shoes issued by the Town shall remain property of the Town and will be turned into Department Management upon departing employment. Any uniforms or shoes that are damaged or destroyed on the job shall be replaced by the Town unless intentionally destroyed by the employee.

# Section 21.04

The current practice of the Grounds Supervisor performing bargaining unit work shall be continued.

#### Section 21.05

When a supervisor is aware of possible storm or other conditions, the supervisor may offer and employee the option of driving a town vehicle to the employee's residence to facilitate a quicker response after call-in for additional work. If an employee is called in, he will be paid from the time he reasonably commences his response.

### Section 21.06

Any Parks Maintenance Worker who is called in to work overtime will be entitled to a meal stipend at a rate of \$8.00 per meal Monday through Friday and \$10.00 per meal on Saturday and Sunday, which meal shall be recorded on the time keeping system.

# **Section 21.07**

Parks Maintenance Workers who are called in to work on Thanksgiving Day or Christmas Day will be paid double time for all overtime hours worked.

### Section 21.08

No vacation time will be approved for the first two (2) weeks of April and the last two (2) weeks of August unless approved by the supervisor.

Not more than one (1) employee will be allowed to take vacation time at the same time.

Vacation days must be used in four (4) hour increments.

# **Section 21.09**

Employees shall be prohibited from using their personal cell phone during work time, unless such use is for Town business.

# ARTICLE XXII DURATION

This Agreement shall be in full force and effect upon signing and shall remain in effect through June 30, 2026.

# APPENDIX A Salary Schedule

_		2021-22 Hourly	2022-23 Hourly	2023-24 Hourly	2024-25 Hourly	2025-26 Hourly
Department	Position	Rate	Rate	Rate	Rate	Rate
		\$	\$	\$	\$	\$
Town Clerk	Assistant Town Clerk	\$29.71	\$30.38	\$31.06	\$31.76	\$32.55
Town Clerk	Town Clerk Aide	\$23.92	\$24.46	\$25.01	\$25.57	\$26.21
Land Use	Administrative Assistant - Building Dept	\$27.79	\$28.42	\$29.06	\$29.71	\$30.45
Land Use	Administrative Assistant - Fire Marshal/Health	\$27.79	\$28.42	\$29.06	\$29.71	\$30.45
Land Use	Administrative Assistant - Land Use	\$27.79	\$28.42	\$29.06	\$29.71	\$30.45
Park & Rec	Administrative Assistant - Parks & Recreation	\$27.79	\$28.42	\$29.06	\$29.71	\$30.45
Park & Rec	Crew Leader	\$28.95	\$29.60	\$30.27	\$30.95	\$31.72
Park & Rec	Grounds Maintainer	\$26.32	\$26.91	\$27.52	\$28.14	\$28.84
Public Works	Administrative Assistant - Public Works	\$29.71	\$30.38	\$31.06	\$31.76	\$32.55
Public Works	Building Maintainer	\$26.32	\$26.91	\$27.52	\$28.14	\$28.84
Public Works	Custodial/Mail Carrier	\$23.53	\$24.06	\$24.60	\$25.15	\$25.78
Public Works	Custodian	\$21.84	\$22.33	\$22.83	\$23.34	\$23.92
Assessor	Assistant Assessor	\$29.71	\$30.38	\$31.06	\$31.76	\$32.55
Assessor	Assessor Aide	\$27.79	\$28.42	\$29.06	\$29.71	\$30.45
Tax Collector	Assistant Tax Collector	\$29.71	\$30.38	\$31.06	\$31.76	\$32.55
Tax Collector	Tax Collector Aide	\$23.92	\$24.46	\$25.01	\$25.57	\$26.21
Finance	Accounts Clerk - Payroll	\$29.71	\$30.38	\$31.06	\$31.76	\$32.55
Finance	Accounts Clerk - A/P	\$29.71	\$30.38	\$31.06	\$31.76	\$32.55
Police	Executive Assistant/Project Manager	\$32.42	\$33.15	\$33.90	\$34.66	\$35.53
Police	Assistant Records Clerk	\$29.71	\$30.38	\$31.06	\$31.76	\$32.55
Police	Dispatcher (FT)	\$28.08	\$28.71	\$29.36	\$30.02	\$30.77
Police	Dispatcher (PT)	\$26.32	\$26.91	\$27.52	\$28.14	\$28.84
Police	Records Aide	\$21.84	\$22.33	\$22.83	\$23.34	\$23.92
Community Ctr	Community Center Aide	\$21.84	\$22.33	\$22.83	\$23.34	\$23.92
Social Services	Social Services Aide	\$21.84	\$22.33	\$22.83	\$23.34	\$23.92
General	Clerk	\$18.99	\$19.42	\$19.86	\$20.31	\$20.82

# SIDE LETTER OF AGREEMENT CONCERNING

# **Subcontracting for Police Dispatch Operations**

The Town shall have the right to enter into a contract for regionalization of police dispatch operations and the police dispatchers will be separated from employment. The Union retains the right to negotiate the impact of regionalization.

In the event of such subcontracting, for any employee who is laid off from Town employment, the Town will use its best efforts to ensure that such employee(s) shall be given the first opportunity to apply for a comparable position with the subcontractor.

This Agreement is being made for police dispatch operations only, and does not establish precedent or past practice.