

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

**The Town of Southington**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
Local 424-Unit 35  
(Southington Municipal Employees)**

**July 1, 2022 – June 30, 2026**

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**ARTICLE I**  
**RECOGNITION**

**Section 1.0**

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment for the following employees:

All employees of the Town Hall and Municipal Center Departments, including the Calendar House (Senior Citizen Center), Fire Department Clerical, Police Department Custodian, Clerical (Police Records Clerk, Supervisor - Police Records Clerk, Information Technology Coordinator), Community Services, Water Pollution Control Clerical, and the Highway/Parks Department Bookkeeper/Administrative Assistant II, excluding the Town Manager, the Secretary to the Town Manager, Chief Building Officer, Finance Director, Assistant Director of Finance, Director of IT, IT Manager, Director of Recreation, Youth & Senior Services, Assistant Superintendent of Highway/Parks, Director of Public Works, Director of Community Services, Director of Economic Development, Deputy Tax Collector, Director of Assessment & Revenue, Deputy Assessor, Town Engineer, Assistant Town Engineer, Assistant Building Inspector, Assistant Town Planner, Treasurer, Youth Services Coordinator, elected officials; all employees in the Library/Barnes Museum excluding substitutes, pages, Assistant Director/Head Reference Librarian and the Library Director.

**ARTICLE II**  
**UNION SECURITY**

**Section 2.0**

The Town agrees to deduct Union membership dues bi-weekly from the pay of those employees who individually and in writing authorize such deductions. The Town will remit such deductions to the Union once each month, on or before the 15<sup>th</sup> day of the month after which such deductions are made, together with a list of employees from whose wages these sums have been deducted.

In the event that Agency Fee union deductions become permissible by State and/or Federal law as a condition of employment, the parties agree that the Employer shall deduct the designated Agency Fee amount as provided in writing by UPSEU from those employees who individually and in writing authorize such deductions. The parties further agree that such Agency Fee union deductions shall be remitted to UPSEU either weekly, bi-weekly, or on a monthly basis.

**Section 2.1**

Effective July 1, 2014, the deduction for any month shall be made bi-weekly and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made not later than the last day of said month.

**Section 2.2**

The Union agrees to indemnify and save the Town harmless from any and all claims, suits or other forms of liability arising out of the Town's acting to implement this Article.

### Section 2.3

The Town agrees that there will be no lockout of any of its employees during the life of this Agreement.

### Section 2.4

The Town will place a bulletin board in each free-standing Town building utilized by bargaining unit members for the exclusive use of the Union.

### Section 2.5

The Town will provide each employee with a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement; new employees will be provided with a copy of this Agreement at the time of hire. Three (3) signed copies will be sent to the UPSEU Office by the Town.

## **ARTICLE III** **HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY**

### Section 3.0

- A. Town Hall, Municipal Center, Community Services, and Calendar House employees, with the exception of Professional Drivers: Seven (7) hours per day, thirty-five hours per week, Monday through Friday, from 8:30 a.m. to 4:30 p.m., with one (1) hour for lunch and the regular workweek will be thirty-five (35) hours. The workday for Professional Drivers shall be either from 8:00 a.m. to 4:00 p.m. or 8:30 a.m. to 4:30 p.m., Monday through Friday, with one (1) hour for lunch and the regular work week shall be thirty-five (35) hours.
- B. Police Records Clerk, Supervisor Police Records Clerk, Information Technology Coordinator: Seven (7) hours per day, thirty-five hours per week, Monday through Friday, from 8:00 a.m. to 4:00 p.m., with one (1) hour for lunch and the regular workweek will be thirty-five (35) hours.
- C. Highway/Parks Administrative Assistant II(s) and Fire Department employee(s): Seven (7) hours per day, thirty-five hours per week, Monday through Friday, from 8:00 a.m. to 3:30 p.m., with one-half (1/2) hour for lunch, from 12:00 noon to 12:30 p.m., and the regular workweek shall be thirty-five (35) hours. The Highway/Parks Administrative Assistant II(s)/Typist and Fire Department employee(s) are considered Town Hall positions for all other aspects of this Agreement.
- D. Full-time Library Employees\*, excluding Administrative Assistant II/Bookkeeper, Cataloger and full-time Custodian: Seven (7) hours per day, thirty-five (35) hours per week, Monday through Saturday, no more than two (2) days from 12:00 p.m. to 8:00 p.m. or 10:00 a.m. to 6:00 p.m., and the remaining days shall be from 9:00 a.m. to 5:00 p.m., with one (1) hour for lunch or dinner.  
  
\*These employees are assigned to a rotation schedule for work on every third Saturday commencing with the Saturday following Labor Day through June 30<sup>th</sup>.
- E. Catalogue Library Aide\*, Technical Catalogue Aide\*: Seven hours per day, thirty-five hours per week, Monday through Saturday, from 9:00 a.m. to 5:00 p.m. with one (1) hour for lunch.  
  
\*These employees are assigned to a rotation schedule for work on every third Saturday commencing with the Saturday following Labor Day through June 30<sup>th</sup>.

- F. Library Administrative Assistant II/Bookkeeper and Cataloger: Seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday, from 9:00 a.m. to 5:00 p.m., with one (1) hour for lunch
- G. Curator - Barnes Museum: Seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday 9:00 a.m. to 5:00 p.m., with four (4) nights per month, no more than two (2) nights per week, as needed for programming and events, hours to be determined based on need; and with the exception of one (1) Saturday per month for the months of September through June, commencing with the Saturday following Labor Day, and Monday through Friday for the months of July and August, with one (1) hour for lunch.
- H. Outreach Coordinator/Preservationist - Barnes Museum: Four (4) hours per day, twenty (20) hours per week, between the hours of 7:00 a.m. and 5:00 p.m., Monday through Wednesday and Friday, Thursday from 7:00 a.m. to 7:00 p.m. and for one (1) Saturday for the months of September through June, commencing with the Saturday following Labor Day.
- I. Custodian - Library: Seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday, from 7:00 a.m. to 3:00 p.m., with one (1) hour for lunch.
- J. Custodian Police Department - Forty (40) hours per week, Monday, Wednesday and Friday from 5:00 a.m. to 1:00 p.m., with one (1) hour for lunch, Tuesday and Thursday from 6:00 a.m. to 2:00 p.m., with one (1) hour for lunch, and Saturday from 7:00 a.m. to 12:00 p.m. for Custodian.
- K. In addition to the above, each department within the Town Hall or Municipal Center will have the option of remaining open until 7:00 p.m. on Thursdays. Employees required to work beyond seven (7) hours on such day shall be released early from work on another mutually agreed day during that work week. Premium pay will be required for any hours on such extended day only if the employee's hours exceed his/her regularly scheduled workweek and only for those hours exceeding said regular schedule. In the event that a Town celebrated holiday falls on a Friday, during that week there will be no Thursday night hours for all employees, unless mutually agreed upon by the employee and the Department Head.

### **Section 3.1**

An employee that is scheduled to work less than thirty-five (35) hours per week, but twenty (20) hours or more per week for fifty (50) weeks or more per year will be considered a permanent part-time employee under the terms and conditions of this Agreement.

The normal scheduled workday of part-time employees, except Library employees, will be between 8:30 a.m. and 4:30 p.m., Monday through Friday. The normal scheduled workday hours for part-time Library employees will be between the hours of 9:00 a.m. and 8:00 p.m., Monday through Thursday, and 9:00 a.m. through 5:00 p.m., Friday and Saturday. The normal scheduled hours of work for a part-time employee on any scheduled day shall consist of at least one period of a minimum of four consecutive hours, with additional periods of less than four consecutive hours scheduled at the discretion of the Department. Call-ins not on the posted schedule shall be subject to the minimum pay provisions contained in this Article.

### **Section 3.2**

A. Time and one-half (1-1/2) shall be paid for:

1. Employees regularly scheduled for a forty (40) hour week:

- (a) All work performed in excess of eight (8) hours in any one day, or over forty (40) hours in any one week.
- (b) All work performed on Saturday (or on an employee's 6<sup>th</sup> day in any calendar week) not in an employee's regular schedule.

2. Employees regularly scheduled for a thirty-five (35) hour week:

- (a) All work performed in excess of seven (7) hours in any one (1) day, or over thirty-five (35) hours in any one (1) week.
- (b) All work performed on Saturday (or on an employee's 6<sup>th</sup> day in any calendar week) not in an employee's regular schedule.

On a quarterly basis, employees, in lieu of the foregoing provision, may opt to participate in the "Over-35/Over-40 Comp Time" program set forth in Appendix A.

### **Section 3.3**

Double (2) time shall be paid for:

A. All work performed on Sunday.

B. All work performed on holidays designated in Article IV, Section 4.0, in addition to holiday pay. In the case of Christmas, New Year's Day and July 4, if an employee works the actual day of the holiday (versus the Town observed holiday) he/she shall be paid double time. If an employee works both the observed and actual holiday (of the three stated above), he/she shall be paid double-time for working the observed holiday and time and one-half for working the actual holiday, unless either falls on Sundays for which double time is regularly paid.

### **Section 3.4**

When an employee is called in to work outside his regularly scheduled working hours he shall be paid a minimum of three (3) hours at time and one-half (1-1/2) his regular hourly rate if the call-in is from Monday through Saturday and double his regular hourly rate if the call-in is on Sunday and/or holidays provided in Article IV.

### **Section 3.5**

Part-time and/or probationary employees will not be called to work overtime—unless there are no full-time employees available.

**Section 3.6**

- A. All overtime work, within classification shall be distributed equally within forty (40) hours, during the fiscal year. Any employee not equalized with forty (40) hours shall be compensated his regular hourly rate for the number of hours required to be equalized.—Overtime earned or charged shall be posted on a monthly basis.
- B. An employee who does not avail himself of the opportunity to work outside his regular hours overtime will be charged on the overtime chart as though he had worked.
- C. In no case shall an employee in a lower classification be called in outside his/her working hours and be upgraded, unless all employees in the grade required worked or were charged.

**Section 3.7**

The Union shall be given a list of all overtime hours and hourly rate paid to specific employees upon request.

**Section 3.8**

All bargaining unit work will be done by bargaining unit employees, except to the extent of current practices.

**Section 3.9**

All qualified employees of the bargaining unit will be used, before outside help.

**ARTICLE IV**  
**HOLIDAYS**

**Section 4.0**

The following holidays shall be observed as days off with full pay:

- |                          |                           |
|--------------------------|---------------------------|
| New Year’s Day           | Labor Day                 |
| Martin Luther King Day   | Columbus Day              |
| President’s Day          | Veteran’s Day             |
| Good Friday              | Thanksgiving Day*         |
| Memorial Day             | Day after Thanksgiving*   |
| July 4 <sup>th</sup>     | Christmas Day             |
| ½ Day on Christmas Eve** | ½ Day on New Year’s Eve** |

\*On the Saturday following Thanksgiving, Library employees working on that day shall receive overtime payment of 1.5 times their normal rate of pay if such employees work the prior Monday, Tuesday and Wednesday, and would be eligible for overtime in accordance with the Town’s and the Union’s collective bargaining agreement counting Thanksgiving and the day after Thanksgiving as time worked.

\*\* Employees will work the first half of their scheduled shifts and get the 2<sup>nd</sup> half of their shift off for the ½ holiday.

There shall be no loss of wages for Union employees impacted by early closing of Town facilities.

**Section 4.1**

The following shall be observed as days off with full pay, for part-time employees:

New Year's Day	July 4th	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving
Memorial Day	Veteran's Day	Christmas Day

There shall be no loss of wages for Union employees impacted by early closing of Town facilities.

**Section 4.2**

Holidays falling on Sunday shall be celebrated on Monday. Holidays falling on a Saturday shall be celebrated on the preceding day.

**Section 4.3**

Part-time employees will be given the opportunity to make up any hours lost due to a holiday closing for which they are not entitled to full pay.

**Section 4.4**

If a holiday occurs while an employee is out on sick leave, the employee will have an option of accepting the day as a holiday with no charge to sick leave or of charging the day to sick leave providing a Doctor's certificate verifies the illness, and take a day off at a later date.

**ARTICLE V**  
**SENIORITY, LAYOFF AND RECALL**

**Section 5.0**

- A. Seniority shall be defined as the length of an employee's continuous service since original date of hire with the Town. Seniority shall be broken by discharge, voluntary termination, or termination of recall provision-rights.
- B. Departmental seniority as applied solely to Section 5.3(A) shall be defined as the length of an employee's continuous service since original date of hire, transfer or promotion into a department. Such seniority shall be broken by discharge, voluntary termination or termination of recall provision rights.
- C. For the purposes of this Article there shall be seventeen (17) departments as follows:

Assessor's	Finance	Planning & Zoning
Building	Fire Dept. Clerical	Sewer
Community Services	Highway/Parks Clerical	Tax
Economic Development	Library/Barnes Museum	Town Clerk
Engineering	Recreation	Youth Services
	Calendar House (Senior Citizen Center)	
	Police Dept. (Custodian, Clerical)	



**Section 5.1**

The Town shall prepare a list of full-time and a list of part-time employees showing their seniority with the Town and within their department and deliver the same to the Union President on December 1st of each year. Upon completion of their probationary period, new and regular employees who were transferred or promoted shall be added to this list(s).

**Section 5.2**

New bargaining unit employees shall serve a probationary period of six (6) calendar months. With due notice to the probationary employee and the Union, the Town may extend or reduce the initial probationary period by no more than ninety (90) days. During their probationary period all new employees shall have no contractual seniority but shall be subject to all other provisions of the Agreement with the following exception. During their probationary period new employees shall be subject to discharge or other discipline by the Town upon a determination by the Town in its sole and exclusive discretion that the services of the probationary employee have been in any way unsatisfactory. Neither the probationary employee nor the Union in such case shall have recourse to the grievance and arbitration provisions of this Agreement. All employees who have completed their contractual probationary period shall be permanent employees and their seniority shall date back to the original date of hire.

**Section 5.3**

A. Promotions

1. All job openings occurring within the bargaining unit shall be posted to the affected department first, posted within that particular department for three (3) working days. If the position remains open after the three (3) working days, it shall be posted to the entire bargaining unit for five (5) working days. Job openings shall be filled by employees who possess the skills and ability as defined in "Minimum Qualifications" of the job, in order of Departmental seniority. The decision as to whether a job opening exists shall be the sole discretion of the Town. If there are no applications from the affected department, then the job opening will be posted to the rest of the bargaining unit on Union bulletin boards for a period five (5) working days. Seniority, for the purposes of this Section, shall mean Departmental seniority. The Town may use competitive examinations to assure that minimum qualification are met. If written exams are given, any exam study material will be available to interested employees and the exams shall be scheduled for simultaneous completion by all applicants; this does not, however, preclude the Town from having practical exams that do not require study materials or simultaneous scheduling.

2. For the purposes of this Article there shall be seventeen (17) departments as follows:

- |                      |  |                   |
|----------------------|--|-------------------|
| Assessor's           | Finance                                | Planning & Zoning |
| Building             | Fire Dept. Clerical                    | Sewer             |
| Community Services   | Highway/Parks Clerical                 | Tax               |
| Economic Development | Library/Barnes Museum                  | Town Clerk        |
| Engineering          | Recreation                             | Youth Services    |
|                      | Calendar House (Senior Citizen Center) |                   |
|                      | Police Dept. (Custodian, Clerical)     |                   |

3. Part-time employees in the bargaining unit may apply for full-time job openings, and shall be considered with full-time employee applicants. Seniority shall be calculated on a pro-rated basis.

**B. Vacancies/Transfers**

All job openings for a department shall be posted within that particular department for three (3) working days. If the position remains open after the three (3) working days, it shall be posted to the entire bargaining unit for five (5) working days. Employees may submit their application through "frontline." Job openings shall be filled by employees who possess the skills and ability as defined in "Minimum Qualifications" of the job, in order of their Town seniority. The Town may use competitive exams to assure that minimum-qualifications are met. If written exams are given, any exam study material will be available to interested employees and the exams shall be scheduled for simultaneous completion by all applicants; this does not, however, preclude the Town from having practical exams that do not require study materials or simultaneous scheduling.

- C. Part-time employees in the bargaining unit may apply for full-time job openings and shall be considered with other full-time employee applicants. Seniority shall be calculated on a pro-rated basis.
- D. For the purposes of this Section, all vacancies shall be defined as a bargaining unit position opened as a result of promotion, demotion, termination, resignation, retirement, death, the creation of a new position or expansion of a part-time position to a full-time position.
- E. Unless the parties agree in writing otherwise or the Town in its sole discretion decides to eliminate the position, job openings shall be filled within ninety (90) days of the date of an employee vacating a position or of the establishment of a new position. The Department Head shall establish a minimum requirement of personnel for his Department and shall maintain at least this minimum during the term of this Agreement.
- F. Employees submitting an application who were not given the assignment in accordance with the provisions of this Agreement may appeal the action through the grievance procedure.

**Section 5.4**

When a permanent employee is retained in a vacancy, in a regular or newly created position, and wishes to remain in the position, in any Department for sixty (60) days pursuant to this Agreement, then the employee shall be considered qualified and allocated to said position, if the position continues to exist, otherwise he/she shall return to his/her former position.

**Section 5.5**

Copies of job postings, a list of the persons bidding for the job, and the name of the person appointed shall be sent to the Union President at the time of appointment.

**Section 5.6**

- A. When the Town determines that layoffs are necessary, they shall take effect in the inverse order of Town seniority in the classification affected in the following order:
  - (i) Temporary and seasonal employees;
  - (ii) Part-time probationary employees;
  - (iii) Full-time probationary employees;
  - (iv) Full-Time and Permanent Part-Time employees
  - (v) By seniority of the remaining employees in the classification, except a part-time employee may not bump a full-time employee.
  
- B. A permanent employee scheduled for layoff under 5.6(v) above or displaced due to the involuntary elimination of his/her position, if he/she so desires, may, if qualified, bump an employee with less Town seniority in the following order:
  - (i) Within the same classification in the same department from which the employee is being laid off;
  - (ii) Within the same classification in a different department, that has the classification;
  - (iii) Within a lower classification in the same department from which the employee is being laid off; and
  - (iv) Within a lower classification in a different department, that has the employee with the least town seniority in that whole classification. For purpose of this Section 5.6, there are seventeen (17) departments:

Assessor's	Finance	Planning & Zoning
Building	Fire Dept. Clerical	Sewer
Community Services	Highway/Parks Clerical	Tax
Economic Development	Library/Barnes Museum	Town Clerk
Engineering	Recreations	Youth Services
	Calendar House (Senior Citizen Center)	
	Police Dept. (Custodian, Clerical)	

**Section 5.7**

Laid off employees, within classification, with the most seniority shall be rehired first, and no new employees shall be hired in these classifications until all laid off employees in these classifications have been given an opportunity to return to work. These recall provisions shall apply for no more than twenty-four (24) months from the date of layoff.

An employee who has been laid off shall be responsible for keeping the Town informed as to his/her current address. The Town shall only be required to send any recall notice to the address which is maintained in the Town's employment records. If that notice is returned as not deliverable, he/she shall be no longer eligible for recall and he/she shall have his/her name removed from the recall list.

An employee notified that an opening exists shall have five (5) working days from his/her receipt of the recall notice which shall be sent by certified mail, return receipt requested, to notify the office of the Town Manager of his/her availability. The recalled employee must then report to work within fourteen (14) days from the receipt of recall notice, or he/she shall no longer be eligible for recall and he/she shall have his/her name removed from the recall list.

## **Section 5.8**

Officers and stewards of the Union shall have super seniority in the event of a layoff, provided they are capable of performing the job they are preempting.

## **ARTICLE VI WAGES**

### **Section 6.0**

Wage scales, classifications of positions and class specifications shall be negotiated and made a part of this Agreement and will reflect a 2.40% general wage increase effective and retroactive to July 1, 2022; a 2.40% general wage increase effective July 1, 2023; a 2.40% general wage increase effective July 1, 2024; and a 2.0% general wage increase effective July 1, 2025.

### **Section 6.1**

- A. A labor/management committee of four (4) persons, two of which will be appointed by the Union and two of which will be appointed by the Town, shall be responsible for screening all disputes regarding job classifications. The committee will review all requests for upgrading or downgrading of bargaining unit positions.
- B. If the committee rejects the requested reclassification, the committee's decision shall be final. If the committee finds merit in the request, it shall be referred to the Town personnel consultant for review. Said consultant shall issue his/her opinion on the request within sixty (60) calendar days of receipt of the committee's recommendation. The consultant shall be mutually agreed upon by the Town and the Union. In the circumstance that the mutually agreed consultant is not available, the Town and the Union will meet again to mutually agree on a new consultant.
- C. If there is disagreement between the committee and the personnel consultant, the matter will be submitted to the SBMA. The SBMA Panelist's decision will be final. The cost is to be divided equally between the Town and the Union. It is agreed by the Town and Union that this procedure does not constitute mid-term bargaining.

### **Section 6.2**

An employee promoted to a higher classification or working in a higher classification than his/her own shall be paid for the full workday at the step on the scale for the higher classification he/she had attained on the wage schedule for his/her own classification. When it is necessary to assign an employee to a higher classification such assignment shall be made from among the employees in the next lower classification and department by order of departmental seniority.

When it is necessary to assign an employee temporarily to a lower classification, such assignment shall be made from among the employees in the affected classification and department by inverse order of departmental seniority. The affected employee shall receive his/her normal rate of pay. In no event shall another employee be upgraded to a classification while an incumbent of that classification is performing work of a lower classification.

**Section 6.3**

Wages shall be given to employees bi-weekly via direct deposit.

**Section 6.4**

Employees hired on or before the date of the Town Council’s ratification of the July 1, 2013- June 30, 2016 Agreement shall receive annually (on or about December 15<sup>th</sup>) \$200.00 after eight (8) years of service and \$400.00 after fifteen (15) years of service.

**Section 6.5**

Employees hired on or before the date of the Town Council’s ratification of the July 1, 2013-June 30, 2016 Agreement shall receive annually (on or about December 15<sup>th</sup>) proration of the following amounts according to hours worked per week (20/35 or 25/35):

After eight (8) years of service	\$200.00
After fifteen (15) years of service	\$400.00

For Library employees, January 1, 1987, will begin the schedule for determining anniversary date for years of service.

For all other employees, July 1, 1988, will begin the schedule for determining anniversary date of years of service.

**ARTICLE VII  
INSURANCE & PENSION**

**Section 7.0**

The Town shall only provide a high deductible health care plan with a health savings account feature (“HSA plan”), including the following components:

	In-Network	Out-of Network (OON)
<b>Annual Deductible (individual/aggregate family)</b>	<b>\$2,000/\$4,000</b>	
<b>Medical Cost Share</b>	<b>0%/100%</b> <i>(no member copays or coinsurance)</i>	<b>20/80%</b> after deductible, up to co-insurance maximum
<b>Prescription Drug Coverage</b>	<b>Subject to deductible, then \$5 Generic, \$20 Preferred Brand, and \$30 Non-Preferred Brand, up to co-insurance maximum</b>	<b>20/80%</b> after deductible, up to co-insurance maximum
<b>Coinsurance Maximum</b>	<b>\$0 Medical &amp; \$500/\$1,500 RX</b>	<b>\$2,000/4,000</b> <i>(includes OON Medical and OON RX Coinsurance)</i>
<b>Annual Combined Out-of-Pocket Maximum</b>	<b>\$2,500/\$5,500</b> <i>(includes deductible and in-network cost shares)</i>	<b>\$4,500/\$9,500</b> <i>(includes deductible and in-network and out of network cost shares)</i>
<b>Lifetime Maximum</b>	<b>Unlimited</b>	<b>Unlimited</b>
<b>Preventive Care</b>	<b>Deductible not applicable</b>	<b>20%</b> after deductible, subject to co-insurance limits

The Town shall contribute fifty percent (50%) of the applicable HSA deductible amount. The Town’s contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on a bi-annual basis; first payroll in July and January. The parties acknowledge that the Town’s contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Town shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

An HRA shall be made available for any employee who is precluded from participating in the HSA bank account because the individual receives Medicare and/or veterans’ benefits. The annual maximum reimbursement by the Town shall not exceed the Town’s annual deductible contribution for those in the HSA. Premium contributions for the individuals in the HRA shall be the same as the HSA.

The following premium cost sharing provisions shall apply to the HSA plan during the term of this Agreement:

Effective and retroactive to July 1, 2022, the Town agrees to pay eighty percent (80%) of the cost of coverage under the HSA plan for the duration of this contract, so long as an employee and the employee’s enrolled spouse and dependents (if applicable) satisfy the wellness incentive as set forth below. If wellness incentive is not satisfied as set forth below, the Town agrees to pay seventy-eight (78%) of the cost of coverage under the HSA plan for the duration of the contract.

Wellness Incentive: If an employee and the employee’s enrolled spouse and dependents (if applicable) each complete one preventive physical examination during calendar year 2023, the employee will pay the discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2024. If an employee and the employee’s enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2023, the employee will pay the non-discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2024. If an employee and the employee’s enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2023, but do complete one preventative physical examination during calendar year 2024, the employee will pay discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2025.

	Discounted Contribution	Non-discounted Contribution
Effective July 1, 2022	20%	22%

The Town will be permitted to substitute a medical insurance plan for the HSA/HRA plan under the following terms and conditions:

1. Anthem is substituted for an equally reputable insurance provider;
2. The coverage for all items currently covered (e.g., physician, hospitals, prescriptions, patient services, equipment, etc.) are all equal to or better than the existing coverage;
3. The list of participating physicians and facilities covered in-network and without additional co-pays is comparable; and

4. The substitution is not implemented prior to either an agreement of the Union or arbitration award confirming compliance with the above conditions.
- B. For the employee only, a life insurance policy with accidental death and dismemberment coverage in the principal sum equal to each employee's yearly wage, rounded to the nearest \$1,000.
- C. Anthem Full Service Plan Dental Plan with the Dependent Child Rider and Rider A.
- D. Employees hired before ratification of the July 1, 2016 to June 30, 2019 Agreement may elect to waive all health insurance benefits and, in lieu thereof, be remunerated in the total amount of \$1,500 for single coverage, \$2,500 for 2-person coverage and \$3,500 for family coverage. Such remuneration shall be paid in two 50% installments per year, the first on or about December 1 and the second on or about June 1. Employees choosing this option shall be able to change their option on July 1, for any reason, and/or at one other time during each year, if there has been a significant change in the employee's circumstances, such as divorce, death of a spouse, etc., which warrants such change in option. Such request for change must be presented, in writing, to the Town Manager's office at least sixty (60) days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations including waiting periods, which may then be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier.

Employees hired after ratification of the July 1, 2016 to June 30, 2019 Agreement are not eligible for the waiver of health insurance benefit.

- E. Upon retirement, an employee may purchase health insurance coverages at the employee's expense. The above coverages, excluding life insurance but including Medigap coverages, shall be available at group rates.

### **Section 7.1**

Whenever an injury occurs to an employee for which compensation is payable under the State Workers' Compensation Act, the amount of salary paid to the employee by the Town, when combined with the compensation received under the Act, shall be equal to ninety percent (90%) of his gross regular salary for the first thirty (30) days, eighty percent (80%) for the period between thirty (30) and ninety (90) days, and seventy five percent (75%) beyond ninety (90) days. In the event that the listed difference of gross regular salary is paid to an employee by the Town while he is eligible to receive compensation, all such compensation, excluding specific awards received by the employee, shall be turned over to the Town Treasury. Any employee may elect not to accept the Town's supplemental payment, and be paid only the mandated compensation provided under the Workers' Compensation Act, but in such case, said compensation shall fully extinguish, except for the provision of insurance benefits, the Town's financial liability to the employee as set forth in this Section.

In the event that an employee has reached maximum medical improvement and is unable to return to full duty after two (2) years, the Town may separate the employee from employment, provided such determination is supported by an independent medical examination.

### **Section 7.2**

The employees covered by this Agreement will be provided with coverage under the Connecticut Municipal Employees Retirement Fund "B" including credit for prior years of service with the Town. Employee pension contributions shall be on a pre-tax basis.

**ARTICLE VIII**  
**VACATIONS**

**Section 8.0**

35 hour per week employees covered by this Agreement who have completed the following periods of continuous employment with the Town shall accrue vacation leave on a monthly basis as defined in the following table:

<u>Length of Continuous Service</u>	<u>Vacation Leave Accrual</u>
Six months- 1 year <i>Employees shall not be permitted to take vacation during the first six months of employment</i>	5.84 hrs/mo = 10 days
1 year up to but not including 5 years	5.84 hrs/mo = 10 days/yr
5 years up to but not including 10 years	8.75 hrs/mo = 15 days/yr
10 years up	11.67 hrs/mo = 20 days/yr

In addition to the 8.75 hrs/month accrued from 5 years up to but not including 10 years, an employee shall accrue an additional .59 hrs/month in years 7 and 9. (.59 hrs/month = 1 day/yr). An employee's accrual in years 7 and 9 shall not be more than 9.34 hrs/month.

In addition to the 11.67 hrs/month accrued from 10 years and up, an employee shall accrue an additional .59 hrs/month in year 11 and every other odd year thereafter. (.59 hrs/month = 1 day/yr). (i.e., year 13, 15, 17, etc.). An employee's accrual in year 11 and every other odd year thereafter shall not be more than 12.26 hrs/month.

40 hour per week employees covered by this Agreement who have completed the following periods of continuous employment with the Town shall accrue vacation leave on a monthly basis as defined in the following table:

<u>Length of Continuous Service</u>	<u>Vacation Leave Accrual</u>
Six months- 1 year <i>Employees shall not be permitted to take vacation during the first six months of employment</i>	6.66 hrs/mo = 10 days
1 year up to but not including 5 years	6.66 hrs/mo = 10 days/yr
5 years up to but not including 10 years	10.00 hrs/mo = 15 days/yr
10 years up	13.33 hrs/mo = 20 days/yr

In addition to the 10.00 hrs/month accrued from 5 years up to but not including 10 years, an employee shall accrue an additional .67 hrs/month in years 7 and 9. (.67 hrs/month = 1 day/yr). An employee's accrual in years 7 and 9 shall not be more than 10.67 hrs/month.



In addition to the 13.33 hrs/month accrued from 10 years and up, an employee shall accrue an additional .67 hrs/month in year 11 and every other odd year thereafter. (.67 hrs/month = 1 day/yr) (i.e., 13, 15, 17, etc.). An employee's accrual in year 11 and every other odd year thereafter shall not be more than 14.00 hrs/month.

No more than thirty (30) accrued and unused vacation days may be carried over each year.

**Section 8.1**

After one (1) year of service, part-time employees shall accrue vacation leave as follows: 3.33 hours/per month = 10 days/yr. Part-time employees shall not accrue more than ten (10) day of vacation leave each year.

**Section 8.2**

Choice of vacation periods shall be by seniority with the most senior employee having the first choice, *etc.* When a junior employee requests a vacation at least two (2) months in advance, seeking specified dates, said request shall be posted within the department for a two (2) week period during which senior employees can state their preference pursuant to this section. Once the junior employee's request is approved, said vacation will not be rescinded.

**Section 8.3**

In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick days to his sick leave.

**Section 8.4**

A. In the event a 35 hour per week employee terminates his service with the Town and has vacation days accumulated from previous years, he shall be paid for unused accumulated days, not to exceed thirty (30) days or 210 hours.

In the event a 40 hour per week employee terminates his service with the Town and has vacation days accumulated from previous years, he shall be paid for unused accumulated days, not to exceed thirty (30) days or 240 hours.

B. In the event of a 35 hour per week employee's death and he has vacation days accumulated from previous years, his spouse and/or minor children shall receive those monies for unused accrued days not to exceed forty-five (45) days or 315 hours. If the employee has neither spouse nor minor children, his estate shall receive those monies for the unused accumulated days, not to exceed forty-five (45) days or 315 hours.

In the event of a 40 hour per week employee's death and he has vacation days accumulated from previous years, his spouse and/or minor children shall receive those monies for unused accrued days not to exceed forty-five (45) days or 360 hours. If the employee has neither spouse nor minor children, his estate shall receive those monies for the unused accumulated days, not to exceed forty-five (45) days or 360 hours.

**ARTICLE IX**  
**LEAVE PROVISIONS**

**Section 9.0 - Sick Leave**

Each 35 hour per week employee shall be entitled to a sick leave which shall accrue at a rate of 8.75 hours per month for a total of fifteen (15) working days in any fiscal year. Maximum accrual shall be 840 hours or one hundred twenty (120) working days. Employees may take leave in one (1) hour increments. NOTE: Doctor's certificate for more than three (3) consecutive days.

Each 40 hour per week employee shall be entitled to a sick leave with full pay which shall accrue at a rate of 10 hours per month for a total of fifteen (15) working days in any fiscal year. Maximum accrual of 960 hours or one hundred twenty (120) working days. Employees may take leave in one (1) hour increments. NOTE: Doctor's certificate for more than three (3) consecutive days.

**Section 9.1 - Sick Leave Part-Time**

Part-time employees shall be entitled to a sick leave of fifteen (15) days in any fiscal year with full pay based on their regular daily hours of work accrued on a monthly basis. Unused sick leave may be accumulated from year to year to a total of one hundred twenty (120) days. Note: Doctor's certificates for more than three (3) days.

**Section 9.2 - Sick Leave Use**

Sick leave may be used for the following purposes:

- A. Personal illness, physical incapacity, injury or exposure to contagious disease.
- B. Enforced quarantine of the employee in accordance with community health regulations.
- C. For attendance upon members of his household whose illness or injury requires the care of the employee. As used in this section, household shall mean two or more persons as defined by the Federal FMLA. This provision shall also apply to care for the victims of domestic violence in accordance with state law.
- D. To meet medical or dental appointments.

**Section 9.3**

Upon retirement or termination of services with the Town, employees hired prior to July 1, 1989 shall be entitled to full compensation in a lump sum for that portion of unused sick leave which has been accumulated as provided in Section 9.0. Employees hired after July 1, 1989 shall not be entitled to compensation for that portion of unused sick leave which has been accumulated as provided in Section 9.0 and Section 9.1.

**Section 9.4**

In the event of the death an employee hired prior to July 1, 1989, his/her spouse or minor children shall receive, on the basis of the employee's current wages, full compensation for any of the employee's accumulated sick leave. If the employee has neither spouse nor children the pay shall be given to the estate of the deceased employee.

### **Section 9.5 - Personal Leave**

Employees shall get a total of three (3) personal days per fiscal year. Personal days will be credited as follows: July 1<sup>st</sup> - one day, October 1<sup>st</sup> - one day, January 1<sup>st</sup> - one day. Personal leave shall not be used as a vacation. Personal leave shall not carry over year to year.

### **Section 9.6 - Bereavement Leave**

A maximum of five (5) days with pay will be allowed in the event of a death in the immediate family. "Immediate family" shall mean: father, mother, spouse, child and step-child. A maximum of three (3) days with pay will be allowed in the event of the death of sister, brother, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law. For aunts, uncles, and first cousins of the employee or his/her spouse or the spouse's grandparents, a maximum of one (1) day will be allowed in association with the funeral, except when such relative is an actual member of the household when three (3) days will be allowed.

It is agreed that for aunts, uncles, and first cousins of the employee or his/her spouse or the spouse's grandparents, the employee shall provide a copy of the obituary within a reasonable amount of time not to exceed thirty (30) days.

### **Section 9.7 - Union Leave**

Union Officials shall be allowed to attend Official Union conventions without loss of pay for the period required to attend the function, not to exceed two (2) weeks and not more than two officials, in any fiscal year.

### **Section 9.8 - Jury Duty/Civil Duty**

Employees shall be granted leaves with full pay for jury duty or any other civic duty requiring an appearance before a court or other public body. Leaves with pay for jury duty shall be limited in accordance with applicable law.

### **Section 9.9 - Military Leave**

Unless otherwise required by state or federal law, up to two (2) weeks military leave may be granted for service on active reserve or National Guard Duty, during which an employee shall be paid the difference between his regular salary and military base pay. All Military Leave shall comply with USERRA and applicable state law.

### **Section 9.10**

- A. No employee shall lose any seniority standing because of any military service including service in the National Guard or Organized Reserves.
- B. On return from military service an employee shall be reinstated in his former job or one of like rank and shall receive credit for the yearly increments awarded during his absence on military service provided that he reports for duty within ninety (90) days of his discharge from military service.
- C. The Town will pay to the employee's Retirement Fund, the employee's annual assessment.
- D. The employee's accumulation of sick leave, upon leaving, shall be retained to his credit when he returns.

**Section 9.11 - Connecticut Pregnancy Discrimination Act**

- A. An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable state and federal statutes.
- B. Employees shall not be precluded from using accrued vacation leave during such childbearing leave, but shall make a written commitment stating they will return to work after vacation leave is taken.

**Section 9.12**

An employee may donate vacation to seriously ill or injured members.

**ARTICLE X**  
**SAFETY & HEALTH**

**Section 10.0**

The Town Manager and the officers of the Union shall comprise a Safety Committee to review the needs of the departments regularly. Also included will be the Department Heads.

**Section 10.1**

- A. Foul weather gear shall be furnished to all employees working in conditions exposed to severe elements, *i.e.*, rain gear, boots, etc. The Town shall reimburse employees annually for shoes and/or boots necessary for each employee to perform his or her job up to \$250. In order to be eligible for reimbursement under this provision, a receipt must be submitted no later than thirty (30) days after having incurred the expense.
- B. Hardhats and safety glasses shall be furnished to employees working in hazardous locations and equipment.
- C. Clothing that is damaged in line of work will be replaced by the Town.

**Section 10.2**

Employees working beyond the regular working hours shall receive a meal allowance of \$15.00 per meal if employed during the meal hour of 6:00 p.m. and \$15.00 if employed during the meal hours of 12:00 midnight and/or 6:00 a.m. If employed on a paid holiday or Sunday, the noon meal shall also be paid at the \$15.00 rate. This provision shall not apply to the police clerical employee working 11:00 a.m. to 7:00 p.m. on Thursdays. In order to be eligible for reimbursement under this provision, a receipt must be submitted no later than thirty (30) days after having incurred the expense.

**Section 10.3**

The Town shall provide, free of charge to the employee, medical injections for the prevention and treatment of work-related diseases, such as hepatitis, influenza, tetanus, and poison ivy.

**Section 10.4**

The Town shall pay the cost of the Bus Drivers Public Utility Commission license and annual physical.

**Section 10.5**

The Town shall provide and pay the cost of a uniform service for employees who continuously work outdoors.

**ARTICLE XI**  
**DISCIPLINARY PROCEDURE**

**Section 11.0**

- A. Employees shall not be disciplined, suspended or discharged without just cause, except as provided in Article V, Section 5.2. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which disciplinary action is being applied. Employees shall not be subject to any disciplinary inquiries without being offered the opportunity for Union representation before the meeting commences.
- B. Disciplinary actions shall include:
  - (i) Oral Warning;
  - (ii) Written Warning;
  - (iii) Suspension without pay;
  - (iv) Discharge.
- C. Any discipline must be confirmed in writing with reason given and a copy given to the employee and the Union President and the Union Representative.
- D. An oral warning on the service record of an employee which takes place more than eighteen (18) months before a subsequent infraction will not be used in any subsequent disciplinary action by the Town against an employee. A written warning on the service record of an employee which takes place more than two (2) years before a subsequent infraction will not be used in any subsequent disciplinary action by the Town against an employee. A suspension without pay on the service record of an employee which takes place more than five (5) years before a subsequent infraction will not be used in any subsequent disciplinary action by the Town against an employee.

**ARTICLE XII**  
**TOWN RIGHTS**

**Section 12.0**

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 performance of its employees; determining the mission of the Town's departments and the methods and means necessary to fulfill that mission, including 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 action against Town employees for legitimate reasons; layoff because of lack of work; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

**ARTICLE XIII**  
**GRIEVANCE PROCEEDINGS**

**Section 13.0**

Grievances arising out of matters covered by this agreement and disputes and consultations on any questions arising out of the Employer-Employee relationship-will be processed in the following manner at the request of either party:

- A. Between the aggrieved employee, the Union Representative and the immediate supervisor.
- B. In the event there is no settlement within ten (10) days in Step (A) above, the matter may be submitted by the aggrieved employee, the Union Representative and/or Steward/Union Officer, to the Town Manager or, in the case of Police Clericals, to the Police Commission. The Town Manager shall arrange a meeting with all those concerned present, to review the facts. Grievance hearings for Police Clericals will be held at special meetings of the Police Commission scheduled during the workday.
- C. In the event there is no settlement within fifteen (15) days in Step (B) above, the Union may submit the matter to arbitration by the State Board of Mediation and Arbitration. The decision of the arbitrator shall be final and binding on both parties.
- D. Grievances must be filed within thirty (30) days of the event or the employee and the Union are stopped from any future claim against the Town.

**Section 13.1**

Officers or Stewards of the Union shall be designated by the Union for the purpose of adjusting grievances and/or contract negotiations shall be afforded the necessary amount of time without loss of pay to conduct such business.

**Section 13.2**

The Department Head and the Union Committee from the employees of his department shall meet periodically at a time mutually convenient for the purpose of discussing matters of mutual interest, performance of work, employee behavior and working conditions with the intent to avoid the necessity for the individual recourse to the formal grievance procedure and to generally promote a satisfactory relationship.

**Section 13.3**

Failure of the employees or the Union or Town to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not the same.

**ARTICLE XIV**  
**SAVINGS CLAUSE**

**Section 14.0**

Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

**ARTICLE XV**  
**NO DISCRIMINATION**

**Section 15.0**

The Town agrees to follow the then-existing Connecticut “No Discrimination” statutes.

**Section 15.1**

As used in this Agreement, masculine or feminine pronouns shall include reference to either sex.

**ARTICLE XVI**  
**MISCELLANEOUS**

**Section 16.0**

Effective upon signing, all bargaining unit employees who use their vehicles to perform Town business shall be reimbursed at the current IRS mileage rate.

**Section 16.1**

The appropriate office shall be notified by the employee’s regularly scheduled starting time if the employee is not reporting to work.

**Section 16.2**

All bargaining unit employees who use cars owned by the Town shall only use the cars for official Town business. The employee shall not use the Town owned cars for commuting back and forth to work and shall not use the cars for any personal business at any time.

**ARTICLE XVII**  
**HOURS OF WORK AND BENEFITS FOR PART TIME EMPLOYEES**

**Section 17.0**

It is agreed that permanent part-time employees shall be included in all sections of the Agreement between the Town of Southington and UPSEU - Local 424-Unit 35, Southington Municipal Employees, except where expressly modified.

**ARTICLE XVIII**  
**TUITION AND BOOK REIMBURSEMENT**

**Section 18.0**

Town shall establish a Tuition and Book Reimbursement Plan effective upon signing. Employees who participate in outside accredited trade or college programs shall be reimbursed at seventy-five (75%) percent if they obtain B or above or, if pass/fail course, a passing mark. The Town's maximum liability shall be four thousand seven hundred (\$4,700) per year for the bargaining unit, with a maximum of five hundred dollars (\$500) per semester for any individual employee.

**ARTICLE XIX**  
**DURATION**

**Section 19.0**

This Agreement shall be effective upon ratification by the parties, except where otherwise stated, and shall remain in full force and effect until the 30th day of June 2026. It shall automatically be renewed from year to year, thereafter, unless either party shall notify the other in writing 180 days prior to the anniversary date that it desires to modify the Agreement.

IN WITNESS WHEREOF, the parties have set their hands this 12 day of December 2022.

**FOR THE TOWN OF SOUTHLINGTON**

  
\_\_\_\_\_  
SIGNED: Mark Sciota  
Town Manager

**FOR UNITED PUBLIC SERVICE  
EMPLOYEES UNION, Local 424 - Unit 35**

  
\_\_\_\_\_  
SIGNED: Nicole Kent  
President, Local 424-35

  
\_\_\_\_\_  
SIGNED: Kevin Boyle, Jr.  
UPSEU, President



APPENDIX A

JOB CLASSIFICATION AND WAGE SCHEDULE

<b>JOB CLASSIFICATION</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
<b>GRADE 2</b> Clerk	28.48	29.16	29.86	30.46
<b>GRADE 3</b> Administrative Assistant Bus Driver Community Services Aide Custodian Records Clerk	30.22	30.95	31.69	32.32
<b>GRADE 4</b> Administrative Assistant/Bookkeeper Assessment Technician Interdepartmental Library Assistant Librarian Assistant Office Assistant Tax Clerk / Cashier II Records Clerk, Supervisor	31.90	32.67	33.45	34.12
<b>GRADE 5</b> Administrative Assistant II Administrative Assistant II / Accounting Administrative Assistant II / Bookkeeper Assistant Clerk Community Services Assistant Library Technician Assistant Outreach Coordinator / Preservationist Tax Clerk / Cashier III	33.18	33.98	34.80	35.50
<b>GRADE 6</b> Administrative Assistant III Adult Program Coordinator / Public Relations Assistant to Town Clerk Curator, Library/Barnes Librarian (children's, reference, etc.) Program Coordinator	34.42	35.25	36.10	36.82

<b>JOB CLASSIFICATION</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
Sewer Account Clerk Youth Prevention Coordinator				
<b>GRADE 7</b>	<b>35.68</b>	<b>36.54</b>	<b>37.42</b>	<b>38.17</b>
Accounts Payable Coordinator Engineering - Survey Technician				
<b>GRADE 8</b>	<b>36.88</b>	<b>37.77</b>	<b>38.68</b>	<b>39.45</b>
Engineering - GIS Technician Head Librarian (children's, collections, reference, etc.) Inspector, Engineering Survey Crew Chief with LS* Youth Counselor I Zoning Enforcement Officer				
<b>GRADE 9</b>	<b>38.10</b>	<b>39.01</b>	<b>39.95</b>	<b>40.75</b>
Payroll Coordinator Youth Counselor II				
<b>GRADE 10</b>	<b>39.33</b>	<b>40.27</b>	<b>41.24</b>	<b>42.06</b>
Inspector, Electrical (Grade 10 or 11 if has professional license) Inspector, Plumbing (Grade 10 or 11 if has professional license)				
<b>GRADE 11</b>	<b>40.63</b>	<b>41.61</b>	<b>42.61</b>	<b>43.46</b>
Accountant Assistant Building Official Deputy Town Clerk Information Technology Coordinator				

\* Survey Crew Chief with LS (incumbent grandfathered and not required to obtain a license).

## APPENDIX B

### **“Over-35/Over-40 Comp Time”**

This program will allow employees working a 35-hour week to earn compensatory time in lieu of overtime pay for hours worked over 35 in a week. For those working a 40-hour week, compensatory time will be applicable to hours worked over 40 in a week.

1. On a quarterly basis, employees may opt to participate in this program. This program is strictly voluntary and there shall be no pressure from any source on the employee’s choice.
2. Enrollment forms will be available to employees. The Finance Department will maintain and track the balance of the compensatory time accrued by each employee. Bi-weekly pay checks will account for compensatory time earned and/or taken.
3. For the purposes of this program, hours in excess of 35 hours in a week for employees regularly scheduled to work 35 hours will qualify for Over-35 Comp Time. Hours in excess of 40 hours in a week for employees regularly scheduled to work 40 hours will qualify for Over-40 Comp Time.
4. Once an employee opts into the program, every hour of **overtime** worked by such employee Monday through Saturday, excluding holidays, will earn that employee 1.5 hours of compensatory time to be called Over-35 Comp Time or Over-40 Comp Time. Every hour of **overtime** worked on Sunday or Holidays will earn that employee 2.0 hours of compensatory time.
5. Employees will be permitted to charge absences from work to the Over-35 Comp Time or the Over-40 Comp Time Bank. Such absences from work shall be paid at the current rate of pay earned.
6. Over-35 Comp Time and Over-40 Comp Time hours are accumulated on a fiscal year basis (July 1<sup>st</sup> through June 30<sup>th</sup>). Any accumulated hours remaining at the end of the fiscal year (i.e. June 30<sup>th</sup>) must be charged by the following January 31<sup>st</sup>.
7. Over-35 Comp Time and Over-40 Comp Time hours can be accumulated to a maximum of 105 hours in the bank.
8. At the time of separation from town service, all compensatory time shall be liquidated. Liquidation of the hours from the Over-35 Comp Time Bank or the Over-40 Comp Time shall be paid at the rate of pay earned at the time of liquidation.
9. If an employee reaches the 105-hour maximum accumulation of either Over-35 Comp Time or Over-40 Comp Time, any hour of overtime worked shall be paid at the overtime rate and additional Over-35 Comp Time or Over-40 Comp Time will not be earned in lieu of overtime pay.
10. The term of this program shall in no event continue beyond June 30, 2026, unless both parties agree to extend it.
11. This agreement nullifies any past practices that may exist regarding this issue.

