

**AGREEMENT BETWEEN  
THE TOWN OF ROCKY HILL,  
CONNECTICUT  
AND  
THE NATIONAL ASSOCIATION  
OF GOVERNMENT EMPLOYEES  
NAGE, LOCAL RI-288**

**JULY 1, 2019 – JUNE 30, 2023**

**Table of Contents**

**ARTICLE 1 – RECOGNITION** ..... 3

**ARTICLE 2 – BARGAINING AGENTS** ..... 3

**ARTICLE 3 – GRIEVANCE PROCEDURE** ..... 4

**ARTICLE 4 – SALARIES** ..... 4

**ARTICLE 5 - INSURANCE** ..... 5

**ARTICLE 6 – VACATIONS** ..... 10

**ARTICLE 7 – SICK LEAVE**..... 13

**ARTICLE 8 – UNIFORMS AND GLASSES**..... 14

**ARTICLE 9 – HOURS OF WORK AND WORK WEEK** ..... 14

**ARTICLE 10 – CONTRACT COPIES** ..... 15

**ARTICLE 11 – SICK LEAVE AND VACATION STATEMENT** ..... 15

**ARTICLE 12 – SUBSTANCE ABUSE TESTING** ..... 15

**ARTICLE 13 – MEALS/WORKING OVERTIME** ..... 15

**ARTICLE 14 – PERSONAL DAYS**..... 15

**ARTICLE 15 – LONGEVITY PAY**..... 16

**ARTICLE 16 – EMERGENCY CALLS/STANDBY** ..... 16

**ARTICLE 17 – OVERTIME PAY** ..... 16

**ARTICLE 18 – PRESERVATION OF RIGHTS** ..... 17

**ARTICLE 19 – HOLIDAYS**..... 17

**ARTICLE 20 – MANAGEMENT RIGHTS** ..... 18

**ARTICLE 21 – NO STRIKE** ..... 18

**ARTICLE 22 – SEVERABILITY**..... 18

**ARTICLE 23 – SENIORITY**..... 18

**ARTICLE 24 – WORKING RULES AND DIRECTIVES**..... 19

**ARTICLE 25 – FUNERAL LEAVE** ..... 21

**ARTICLE 26 – EMPLOYEE RIGHTS AND REPRESENTATION** ..... 21

**ARTICLE 27 – GENERAL**..... 22

**ARTICLE 28 – RETIREMENT** ..... 22

**ARTICLE 29 – UNION SECURITY** ..... 23

**ARTICLE 30 – DURATION** ..... 24

**ARTICLE 31 – PRODUCTIVITY** ..... 24

**APPENDIX A – WAGE RATES**..... 25

**APPENDIX B – CENTURY PREFERRED PPO PLAN** ..... 27

**APPENDIX C – HIGH DEDUCTIBLE HEALTH PLAN (HDHP) WITH HEALTH SAVINGS ACCOUNT (HSA)**..... 28

**APPENDIX D – DENTAL PLAN** ..... 29

**INDEX**..... 31

**AGREEMENT BETWEEN  
THE TOWN OF ROCKY HILL, CONNECTICUT  
AND  
THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES  
LOCAL RI-288**

This Agreement is made by and between the Town of Rocky Hill, Connecticut, hereinafter referred to as the Town, and the National Association of Government Employees Local RI- 288, hereinafter referred to as the Union, for the purposes of establishing a better understanding of the rights and obligations of both the Town of Rocky Hill, as municipal employer, and the employees represented by the National Association of Government Employees.

**DEFINITION:** The title DIRECTOR as used in this contract shall refer to the Director of Community Development Services and Public Works, and the Director of Parks and Recreation.

**ARTICLE 1 – RECOGNITION**

The Town recognizes the Union as the sole and exclusive Bargaining Agent for wages, hours and other conditions of employment within the meaning of the Municipal Employees Relations Act (MERA), including all regular full-time employees and employees who work more than twenty-hours per week for the full year for the Town of Rocky Hill’s Department of Community Development Services and Public Works, and Department of Parks and Recreation inclusive of the following positions:

1. Assistant Building Official
2. Assistant Town Planner/Zoning Enforcement Officer
3. Civil Engineering Technician
4. Crew Leader
5. Deputy Fire Marshal
6. Head Mechanic
7. Maintainer I
8. Maintainer II
9. Maintainer III
10. Mechanic
11. Mechanic Aide
12. Mechanical Inspector
13. Project Engineer
14. Transfer Station Attendant

This contract excludes the Directors, Field Operations and Highway Superintendent, Recreation Supervisors and all Town Hall Custodial Employees.

**ARTICLE 2 – BARGAINING AGENTS**

**Section 1.** The Bargaining Agent for the Town shall be the Town Manager or his designee.

**Section 2.** The Bargaining Agents for employees shall consist of three (3) members of the Union and the National Representative, who shall be the Chief Negotiator.

**Section 3.** Notwithstanding negotiations, whenever a meeting takes place between the Town and the Union two (2) members of the bargaining unit shall be in attendance of said meeting.

### **ARTICLE 3 – GRIEVANCE PROCEDURE**

**Section 1.** Grievances arising out of matters covered by this Agreement and disputes on questions arising out of the employer-employee relationship will be processed in the following manner in writing:

- (a) In order to be valid, a grievance must be filed in writing within 10 working days of the event giving rise to the grievance. The written grievance shall be submitted in writing to the Director or appropriate Supervisor for his/her review and written decision, which written decision shall be rendered within 5 working days after filing of the written grievance.
- (b) In the event that the decision of the Director or appropriate Supervisor is not acceptable to the aggrieved employee and the Union bargaining agent, the matter shall be submitted in writing to the Town Manager within five (5) working days of receipt by the employee of the initial supervisory response at the first level. The Town Manager or his/her designee shall review the grievance and a decision shall be rendered within 14 working days of the date the grievance is received by the Town Manager.
- (c) In the event that the decision of the Town Manager is not satisfactory to the aggrieved employee and the Union, the matter shall be submitted by the Union within five (5) working days to arbitration by the State Board of Mediation and Arbitration. The decision of the arbitrator shall be final and binding on both parties as provided by law. The cost of arbitration shall be borne equally by the Town and the Union. Individual employees shall not have the right to appeal grievances to arbitration. In cases of employee discharge only the Town or the Union shall have the right to have the grievance arbitrated before the American Arbitration Association under its Voluntary labor Arbitration Rules.

**Section 2.** No permanent employee shall be subject to disciplinary action, discharge or suspension except for just cause. Before a suspension or discharge is final, a permanent employee shall receive a hearing before the Personnel Director. If any employee is so disciplined and in his judgment this action is taken without just cause, he may file and process his grievance through the Grievance and Arbitration procedure of this Agreement. Any such grievance must be presented within five (5) working days of being notified of the disciplinary action and the employee shall have the right to be represented by the Union. He shall be provided a copy of all charges and statements as soon as possible of any adverse action as above.

### **ARTICLE 4 – SALARIES**

**Section 1.** The wage rates for employees in the bargaining unit shall be set forth in Appendix A, which is attached hereto and made a part hereof. Wage increases will be:

July 1, 2019	2.85%
July 1, 2020	2.95%
July 1, 2021	3.00%
July 1, 2022	3.25%

**Section 2.** When an employee is promoted to a higher position, he/she shall be paid at that step of the new grade that would give him/her a raise and shall receive credit for the time such step represents for purposes of movement through the salary schedule.

In the case of absences of twenty (20) days or more, when the Crew Leader is designated by the Town Manager to fill in for the Field Operations and Highway Superintendent, on the twenty-first (21<sup>st</sup>) day, the Crew Leader shall be paid not less than the minimum rate for the position of Field Operations and Highway Superintendent, and additional compensation in lieu of overtime so he does not receive less than his current hourly rate, with overtime, retroactive to the first day.

**Section 3.** The Town shall make every effort to pay employees on their regular payday for the life of this Agreement. Where the regular payday falls on a holiday, the Town will make every effort to pay employees on the last workday before the holiday. The parties agree that payroll remittances (compensation) may be made by direct deposit or debit card.

**ARTICLE 5 - INSURANCE**

**Section 1. Introduction.** This article and summary included in the APPENDICES describe insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and APPENDICES are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or APPENDICES, the insurance policies shall always prevail.

**Section 2. Eligibility.** Health Insurance benefits shall be in accordance with the provisions set forth in this Article.

**Section 3. Group Medical Insurance.** The current health insurance plan (Century Preferred PPO Plan), including benefits and costs, shall remain in effect until June 30, 2020 as described in APPENDIX B. Effective July 1, 2020, members shall be moved into the High Deductible Health Plan (HDHP) with Health Savings Account (HSA) as described in APPENDIX C. For any employee ineligible for the HSA, the Town will establish a Health Reimbursement Account (HRA). The Town’s obligation under the HRA will be equivalent to its obligation to fund the HSA in any given year as set forth in Section 4 below.

**Section 4. Premium Share.** Effective July 1, 2019, members’ health care premium share will be as follows below:

<u>Contract Year</u>	<u>Employee Share</u>	<u>Medical Plan</u>	<u>Employer HSA Funding</u>	<u>HSA Funding Date to be Paid</u>
July 1, 2019 – June 30, 2020	16%	Century Preferred PPO Plan Only		
July 1, 2020 – June 30, 2021	10%	HDHP	100%	To be paid in full on August 1, 2020
July 1, 2021 – June 30, 2022	10%	HDHP	60%	To be paid twice annually as follows: the first payroll following August 1 and January 1
July 1, 2022 – June 30, 2023	14%	HDHP	50%	To be paid twice annually as follows: the first payroll following August 1 and January 1

Regular part-time employees who work twenty (20) hours or more per week but less than thirty five (35) hours per week shall pay sixteen percent (16%) premium share.

**Section 5. Medical Insurance Waiver.** Any employee may elect to waive group medical insurance coverage. Effective January 1, 2019, the rate of additional annual compensation shall be twenty percent (20%) of the premium rates in effect on July 1, 2008. The additional annual compensation shall be paid on a pro-rata basis each pay period and such pro-rata payments shall continue until such time as the employee terminates employment, or until his election to receive additional annual compensation is revoked in accordance with the procedure set forth below. Such additional annual compensation shall not be considered part of the employee’s annual salary or wage.

Effective December 16, 2016, no employee hired after July 1, 2015 shall be eligible for additional annual compensation in lieu of insurance coverage.

An employee’s election to select or waive group medical insurance shall remain in effect for a minimum of two (2) years or until the occurrence of a “**qualifying event**” as defined by the insurance company subject to any regulations or restrictions, including waiting periods which may be prescribed by the insurance carrier. A change in election shall also remain in effect for a minimum of two (2) years. Any employee eligible to make such election (other than an election made upon initial employment) shall make the election during the month of February by submitting the appropriate election form to the Payroll office. Such election shall become effective on the next April 1<sup>st</sup>.

A **qualifying event** is generally defined as marriage or divorce; birth, adoption, or placement for adoption; death of dependent; change in employment status of self or dependent; loss of other coverage, or loss of dependent status. If an employee has questions as to what matters to meet the definition of a **qualifying event**, the employee should reference the actual insurance policy

documents issued or possessed by the insurer, or speak with an insurance carrier representative, the Town’s Benefits Administrator, or Human Resources.

**Section 6. Group Dental Coverage.** All employees, including those hired prior to July 1, 2019 and those hired on or after July 1, 2019, may elect to enroll in the Dental Plan, as described in APPENDIX D.

**Section 7. Section 125 Pre-Tax Contribution.** In accordance with Public Act No. 07-185, any employee for which any portion of the premiums for health insurance are deducted from the employees’ pay shall be offered the opportunity to have such portion excluded from their gross income for state or federal income tax purposes, except as required under Section 125 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, from time to time amended. In order to be eligible for this benefit, a Salary Reduction Agreement signed by the employee must be submitted.

**Section 8. Retiree Medical Insurance Coverage for Employees Retiring Before July 1, 2020.** Effective with retirements under the Town of Rocky Hill Defined Benefit Pension Plan on and after June 30, 2001, the following post-retirement medical benefits shall be in effect for eligible bargaining unit members. No such benefits as set forth below shall be retroactively applicable to retirees or dependents who retired prior to June 30, 2001.

As used in this section, “Retirement,” “Retire,” or “Retiree” means a member of the bargaining unit who has retired under the provisions of the Town Defined Benefit Pension Plan (“Plan”) for bargaining unit members on or after June 30, 2001, after at least twenty (20) years of credited service under the Plan and who is receiving pension payments under the Plan and who is not eligible for any other medical insurance coverage from any other source, either in his/her own right, through a spouse or other dependent, or through any government program, including but not limited to Medicare/Medicaid. “Dependents” means eligible dependents under the rules and requirements of this contract for active employees, as well as to the applicable insurance carriers’ rules regarding the definition of dependent. No eligible dependent under this section may receive medical insurance benefits if they, individually or as the dependent of a Retiree, are or become eligible for any other medical insurance coverage from any other source, and benefits under this section shall immediately cease if such other coverage is or becomes available. “Insurance,” “Medical Insurance,” or “post retirement insurance,” means “core” medical and major medical insurance coverage as defined in applicable insurance continuation statutes (COBRA), and does not include dental coverage.

- (a) **Employees hired before June 30, 2001 who retire on and after June 30, 2001 and before July 1, 2020.** Bargaining unit members hired before June 30, 2001 who retire on and after June 30, 2001 and before July 1, 2020 with at least twenty (20) years of credited service under the Plan, may elect to continue their individual Town provided medical and major medical insurance coverage in effect (Century Preferred PPO Plan) at the Town’s expense, until such time they are eligible for Medicare at the age of sixty-five (65).

Bargaining unit members hired before June 30, 2001 who retire under the Plan on and after June 30, 2001 and before July 1, 2020 with at least twenty-five (25) years of credited service under the Plan, may also elect to continue Town provided medical and major medical insurance coverage in effect after retirement (Century Preferred PPO Plan)

at the Town's expense. For the retiree's eligible dependents, the Town will pay fifty percent (50%) of the cost of the dependent coverage and the Retiree the remaining cost, until such time as the bargaining unit member is eligible for Medicare at the age of sixty-five (65).

- (b) **Employees hired after June 30, 2001 who retire on and after June 30, 2001 and before July 1, 2020.** Bargaining unit members hired after June 30, 2001 who retire on and after that date June 30, 2001 and before July 1, 2020 with a minimum of twenty (20) years of credited service under the Plan, shall be eligible to receive continuation of individual only (single) coverage under Town provided post-retirement medical and major medical insurance plan (Century Preferred PPO Plan), with the cost fully paid by the Town, until such time the member is eligible for Medicare at the age of sixty-five (65).

No dependent coverage shall be available at Town expense, but the retiree may, upon retirement, elect to continue coverage for eligible dependents by paying the full cost of such dependent coverage. Eligibility for this benefit shall cease immediately when the Retiree is or becomes eligible for coverage under any other medical insurance coverage provided through any other source, including but not limited to an employer, the employer of a dependent, or a governmental entity, including but not limited to Medicare/Medicaid, at the age of sixty-five (65).

**Section 9. Retiree Medical Insurance Coverage for Employees Retiring On and After July 1, 2020**

- (a) **Employees hired before June 30, 2001 who retire on and after July 1, 2020.** For bargaining unit members hired before June 30, 2001 who retire on and after July 1, 2020, with at least twenty (20) years of credited service under the Plan may elect to continue their individual Town provided medical insurance coverage in effect (HDHP with HSA) at the Town's expense plus one thousand dollars (\$1000.00) in lieu of the employer's HSA contribution, until such time the employee is eligible for Medicare at age sixty-five (65). The employer's contribution shall be paid within the same timeframe as the employer's HSA contribution payments to current employees.

For bargaining unit members hired before June 30, 2001 who retire on and after July 1, 2020 with at least twenty-five (25) years of credited service under the Plan may also elect to continue their individual Town provided medical and major medical insurance coverage in effect (HDHP with HSA) at the Town's expense plus one thousand dollars (\$1000.00) in lieu of the employer's HSA contribution, until such time the employee is eligible for Medicare at age sixty-five (65); and the bargaining unit member may also elect to continue Town provided medical and major medical insurance coverage in effect (HDHP with HSA) after retirement for his/her eligible dependents, with the Town paying fifty percent (50%) of the cost of the dependent coverage plus five hundred dollars (\$500.00) in lieu of the employer's HSA contribution, until such time the employee is eligible for Medicare at age sixty-five (65). The employer's contribution shall be paid within the same timeframe as the employer's HSA contribution payments to current employees.



- (b) **Employees hired before July 1, 2012 who retire on and after July 1, 2020.** For bargaining unit members hired before July 1, 2012 and on or after June 30, 2001 who retire on and after July 1, 2020 with a minimum of twenty (20) years of credited service under the Plan shall be eligible to receive continuation of individual only (single) coverage under Town provided post-retirement medical insurance plan (HDHP with HSA), with the cost fully paid by the Town plus one thousand dollars (\$1000.00) in lieu of the employer's HSA contribution, until such time the employee is eligible for Medicare at age sixty-five (65). The employer's contribution shall be paid within the same timeframe as the employer's HSA contribution payments to current employees.

No dependent coverage shall be available at Town expense, but the retiree may, upon retirement, elect to continue coverage for eligible dependents by paying the full cost of such dependent coverage. Eligibility for this benefit shall cease immediately when the Retiree is or becomes eligible for coverage under any other medical insurance coverage provided through any other source, including but not limited to an employer, the employer of a dependent, or a governmental entity including but not limited to Medicare/Medicaid, at the age of sixty-five (65).

- (c) **Employees hired after July 1, 2012.** Employees hired after July 1, 2012 will not be eligible for post-retirement health insurance benefits.

**Section 10. Post-Retirement Insurance Continuation Benefits.** The following provisions are applicable to all retired employees who receive or apply for post-retirement medical continuation benefits.

- (a) In all cases where Retirees and/or dependents receive continued medical coverage after retirement as provided herein, the Town reserves the right to verify the eligibility and status of the Retiree and/or dependents annually or more frequently in appropriate instances.
- (b) All post retirement insurance continuations under this section must be acceptable to the applicable insurance carrier(s) and at no time shall the Town be deemed as a self-insurer in the event that all or part of coverage is canceled or changed, but the applicable insurance carrier(s) shall not cancel the coverage of an individual retiree in an arbitrary way. The nature of post-retirement coverage available to Retirees and/or dependents is also subject to changes as the coverage(s) available to active employees may change from time to time.
- (c) When any Retiree who is receiving insurance continuation from the Town under this Article is divorced or has a marriage annulled, any and all spousal (dependent) coverage which may then be provided by the Town under this provision shall immediately cease. In the event of the death of a Retiree who is receiving insurance continuation under this provision for himself/herself and eligible dependent(s), the dependent(s) shall be permitted to continue the coverage in effect after the death of the Retiree at the established 50% - 50% shared payment rate until either/or remarriage of the surviving spouse/dependent, end of dependency status, or upon eligibility for coverage under any other medical insurance program or plan, including but not limited to Medicare/Medicaid or any other government program. As stated above, the post-retirement insurance

continuation benefits provided herein shall terminate when the Retiree is or becomes eligible for any other medical insurance coverage and it is specifically to be the case that Retirees who become eligible for any government insurance continuation program such as Medicare or Medicaid and their dependents will no longer be eligible for benefits under this Article.

**Section 11. Group Life Insurance.** \$20,000 in group life insurance is provided for all employees. Basic Benefit is double in the event of accidental death. Effective July 1, 2008 this coverage will not be subject to any premium share on the part of the employee, therefore, the employee shall not have the right to waive coverage.

In addition, for Pension Plan participants, group life insurance in the amount of one and one half (1 ½) times salary is provided as part of the Retirement Plan. This amount cannot exceed \$150,000.

**Section 12. Group Long Term Disability.** Bargaining unit members shall be entitled to Long Term Disability Insurance for injury or sickness to begin on the later of: (a) the date all accrued sick leave has been used; or (b) one hundred eighty (180) days. The Town will assume the full cost of this plan.

Benefit Percent	60% of current salary
Maximum Monthly Benefit	\$5,000

**Section 13. CDL Examinations.** The Town shall pay for all medical physicals and tests if they are required either by the Town, State or U.S. government agencies in order to obtain or maintain CDL licenses. All physical examinations must be conducted by a Town authorized physician.

**Section 14. Change of Carriers/Funding Arrangements.** The Town shall have the right to change insurance carriers or to self-insure, provided the coverage offered is substantially equivalent to the current plan outlined in this article as a whole. If there is any substantial change in coverage the Town must negotiate such change prior to changing carriers. Nothing in this contract precludes the Town from merging health insurance carriers with the Board of Education as long as coverage is substantially the same as a whole with the insurance outlined in this article.

## **ARTICLE 6 – VACATIONS**

**Section 1.** On the employee's anniversary date, full-time employees shall be entitled to vacation leave as follows:

- (a) One week (5 working days) of vacation leave for each six months' full-time service to one year.
- (b) Two weeks (10 working days) each year from one (1) to three (3) years.

<u>Years of Service</u>	<u>Days</u>
3	10
4	12
5 – 6	15
7 – 8	16
9 – 10	17
11 – 15	20

One extra day for every year thereafter up to 25 days.

(c) Employees hired after July 1, 2012 will receive a maximum of twenty (20) vacation days per year.

**Section 2.** The vacation periods shall be set by mutual agreement between the department head and the employees, except that seniority shall govern preference. Vacation time must be taken in a minimum of 1 hour increments unless an employee has obtained permission of the Highway or Parks Superintendent or his designee in advance to take less than one hour’s leave in a given case.

**Section 3.** Pro rata accumulated and unused vacation pay shall be granted to the employee upon termination of service with the Town after 6 months of service as follows:

In determining an employee’s pro rata accumulated and unused vacation due upon termination, a comparison shall be made of the amounts of vacation leave credited to the employee on an annual basis since his initial employment, and the amount of vacation earned in accordance with the union contract since his initial employment.

**Section 4.** Vacation days are earned based upon full calendar months worked from the employee’s anniversary date. The calculation of vacation earned, but not yet credited to the employee’s account shall be based upon the following formula:

- (a) Vacation days due as per contract times 8 equals’ vacation allowance in hours.
- (b) Hours from (a) above, times “X” full calendar months worked beyond anniversary date divided by 12 equals’ vacation hours due.
- (c) Payment for accumulated and unused vacation days will be made to the nearest ¼ hour.
- (d) Vacation time will not be accrued during an employee’s extended absence after twelve weeks of absence.

**Section 5.** Employees, who are terminating and who have taken vacation in excess of earned vacation, shall reimburse the Town for any excess vacation taken by any one of the following means:

- (a) Deduction from final paycheck.
- (b) Deduction from any sick leave termination payment due.

**Section 6.** In the event of an employee's death, after 6 months of service, his pro rata unused accumulated vacation pay shall be paid to his estate.

**Section 7.** An employee may carry over a maximum of ten (10) vacation days from one calendar year to the next. Any such vacation carried over must be used by the following September 1<sup>st</sup>, or forfeited. Extensions will only be granted if the employee is not allowed to use vacation time due to weather related incidents or clean-up, not if employee is on an extended absence or for other reasons.

**Section 8.** Highway and Parks' employees will be granted vacation leave between November 15<sup>th</sup> and April 10<sup>th</sup> under the following conditions:

One employee in each department (Highway and Parks) may take three (3) or more days of vacation leave, if they submit a written request for such at least ten (10) business days in advance of their requested vacation leave period, and if such a request received the written approval of their respective Department Director.

When an employee has been granted vacation leave under this section, neither sick neither leave nor injury leave shall cancel the vacation granted. This does not preclude the Town's requesting the employee to reconsider and/or change the date.

**Section 9. Professional Staff Town Hall:** In addition to receiving the annual leave noted in Section 1 above, Town Hall professional staff (including Civil Engineering Technician, Project Engineer, Assistant Building Official, Mechanical Inspector, Assistant Town Planner/Zoning Enforcement Officer and Deputy Fire Marshal) will receive additional annual leave as follows:

- (a) Full time professional staff with one (1) through nine (9) years of service shall be entitled to two (2) additional annual leave vacation days
- (b) Full time professional staff with ten (10) years of service and above shall be entitled to four (4) additional annual leave vacation days.

Employees hired on or after July 1, 2019 into the following positions are NOT eligible for the additional annual leave as described above since these positions receive overtime compensation:

1. Deputy Fire Marshal
2. Assistant Building Official; and
3. Mechanical Inspector

**Section 10.** Regular part-time employees who work twenty (20) hours or more per week shall receive vacation time on a pro-rated basis. This benefit shall be pro-rated by establishing the percentage of the standard work week (for their respective position) their work week represents.

## **ARTICLE 7 – SICK LEAVE**

**Section 1.** Each employee shall be entitled to a sick leave with full pay with an unlimited accumulation. Sick leave may be earned at eighteen (18) days per year (1-1/2 days per each full calendar month). A physician's statement detailing the illness and a return to work date will be required for any employee out five (5) consecutive days or more. An independent physician's examination (fit for work examination) may be required for any employee suspected of abusing the sick leave privilege. If an employee is found NOT FIT for duty, consequences shall be in accordance with laws of the State of Connecticut.

**Section 2.** Employees hired prior to July 1, 1997, who separate from the Town service for any reason except dismissal shall be entitled to a payment for unused sick leave on the following schedule:

For separation after 20 years of service                      60% of time accrued

**Section 3.** Employees hired after June 30, 1997 shall not be entitled to any unused sick leave buy out.

**Section 4.** Regular part-time employees who work more than twenty (20) hours per week shall receive sick days on a pro-rated basis. This benefit shall be pro-rated by establishing the percentage of the standard work week (for their respective position) their work week represents.

**Section 5. Family Medical Leave Act (FMLA).** An employee who has been employed for twelve months or more is eligible to request FMLA leave for a maximum of twelve weeks for the reasons below:

- a. To care for your spouse, child or parent who has a serious health condition, or when you are unable to work because of your own serious health condition;
- b. Conditions requiring an overnight stay in a hospital or other medical care facility;
- c. Conditions that incapacitate you or your family member for more than three consecutive days and require ongoing medical treatment;
- d. Chronic conditions that cause occasional periods when you or your family member are incapacitated and require treatment by a health care provider;
- e. The birth of a child and to bond with the newborn child or for the receiving of a child for adoption or foster care and to bond with that child. Both men and women have the same right to take FMLA leave to bond with their child but it must be taken within one year of the child's birth or placement and be taken as a continuous block of leave.

An employee who has accumulated leave balances shall use available leave balances for FMLA in the following order: sick time, personal time and vacation. Health Insurance will continue to be provided and the employee will continue to make any premium share contributions even if they have exhausted all leave balances.

Employees requesting FMLA must provide the Town with appropriate notice, if the employee knows in advance that they will need FMLA as soon as the need for FMLA is known. The Town will then respond in writing within five (5) days as to whether FMLA has been granted. Pursuant to Federal law, FMLA may be granted once in a twelve month period (with the twelve month period being defined as twelve months from the actual return to work date from a previously granted FMLA).

The Town may request a medical certification from the employee. If there is a request for medical certification the employee must provide said certification within fifteen (15) days of the request. It is the employee's responsibility for the cost of providing said certification from the health care provider. If the employee fails to provide the requested medical certification, the FMLA leave request will be denied.

The medical certification must include some specific information including:

- a. Contact information for the health care provider;
- b. When the serious health condition began;
- c. How long the condition is expected to last;
- d. Whether the employee is able to work or if the family member is in need of care; and
- e. Whether the leave needs to be continuous or intermittent. If intermittent the certification should include an estimate of how much time you will need for each absence, how often each absence will be required and information establishing the medical necessity for taking such intermittent leave.

If the Town finds the necessary information is missing from the certification, it must notify the employee in writing of what additional information is needed to make the certification complete and the employee must provide the missing information within seven (7) calendar days.

If the Town has concerns about the validity of the certification, it may request a second opinion at the Town's expense. If the first and second opinions differ, the Town may request a third opinion at the Town's expense.

### **ARTICLE 8 – UNIFORMS AND GLASSES**

**Section 1.** The Town shall contribute four hundred dollars (\$400.00) toward the purchase of one pair of safety glasses per year for full-time employees required to wear glasses while working. The Town shall purchase any replacement safety glasses damaged on the job.

**Section 2.** One (1) pair of safety shoes per year will be provided for each full-time employee during the life of this Agreement. Employee must wear these shoes whenever he/she is working, but not after work. Town's replacement of shoes is predicated upon shoes not being serviceable.

### **ARTICLE 9 – HOURS OF WORK AND WORK WEEK**

**Section 1.** Normal hours of work for the Highway Department are Monday through Friday, 6:30 AM to 2:30 PM, forty (40) hours per week, eight (8) hours per day, year round, with one fifteen

(15) minute AM coffee break, a paid lunch “on the fly”, and one fifteen (15) minute PM coffee break to commence after one (1) employee returns with the “coffee.”

**Section 2.** Normal hours of work for the Parks Department are Monday through Friday, 7:00 AM to 3:00 PM, forty (40) hours per week, eight (8) hours per day, year round, with one fifteen (15) minute AM coffee break, a paid lunch “on the fly”, and one fifteen (15) minute PM coffee break to commence after one (1) employee returns with the “coffee.”

**Section 3.** The normal hours of work for the Project Engineer, Civil Engineering Technician, Assistant Building Official, Mechanical Inspector, Assistant Town Planner/Zoning Enforcement Officer and Deputy Fire Marshal shall be in accordance with the normal work day of the Town Hall or as otherwise determined by the Town Manager.

**Section 4.** The weekly payroll period for all members will begin at 12:00 AM Saturday and end at 11:59 PM the following Friday.

### **ARTICLE 10 – CONTRACT COPIES**

**Section 1.** The Town shall provide one copy of the contract for the Bargaining Committee, Union Local, Town Highway Garage bulletin board, Parks and Recreation Garage bulletin board, Directors, Field Operations and Highway Superintendent, and each employee in the bargaining unit.

### **ARTICLE 11 – SICK LEAVE AND VACATION STATEMENT**

**Section 1.** Each regular full-time employee shall receive an annual statement of accumulated sick leave and unused vacation for the preceding year in January.

### **ARTICLE 12 – SUBSTANCE ABUSE TESTING**

**Section 1.** The Town and the Union agree to comply with the provisions of the Policy on Drug and Alcohol Abuse contained in Appendix C in the Personnel Rules.

### **ARTICLE 13 – MEALS/WORKING OVERTIME**

**Section 1.** Employees assigned to winter snow and ice control duties in the Highway Department and Parks Department shall be paid a meal allowance of four hundred fifty dollars (\$450.00) each fiscal year in two (2) equal payments: 1) \$225 paid by January 31<sup>st</sup>; and 2) \$225 paid by April 1<sup>st</sup> of each year.

### **ARTICLE 14 – PERSONAL DAYS**

**Section 1.** Each regular employee shall be entitled to up to five (5) personal days per year, after completion of the probationary period. Prior approval of the Director or appropriate Supervisor shall be obtained. If personal days are to be combined with any other type of leave prior approval of the Director or appropriate Supervisor and the Town Manager must be obtained in advance. This will only be granted for extenuating circumstances and will not be allowed if the employee has enough accrued vacation or sick time to cover the requested absence. Personal time must be taken during the calendar year and cannot be carried over from one year to the next. Personal time must be taken in a minimum of 1 hour increments unless an employee has

obtained permission of the Director, or appropriate Supervisor in advance to take less than one hour's leave in a given case.

Regular part-time employees who work more than twenty hours per week shall receive personal days on a pro-rated basis. These benefits shall be pro-rated by establishing the percentage of the standard work week (for their respective position) their work week represents.

### **ARTICLE 15 – LONGEVITY PAY**

**Section 1.** Longevity pay, as noted in the Article, will be paid annually, after an employee meets the service requirement, as follows:

20 years of service - \$1000 per year

Any new employees hired after June 30, 1997, shall not be eligible for longevity.

Annual longevity payments shall be made in full upon the anniversary date of employment. The longevity provided in this Article supersedes and replaces any prior longevity pay plan existing heretofore.

### **ARTICLE 16 – EMERGENCY CALLS/STANDBY**

**Section 1.** With the exception of scheduled overtime, an employee or employees called-out after regular working hours shall be paid a minimum of four (4) hours at the applicable overtime rate. If an employee or employees are required to work more than four (4) hours, they shall be paid at the applicable overtime rate, for all hours actually worked.

If an employee receives a second call-out within four (4) hours of the initial call-out, the employee will not receive an additional minimum four (4) hours of pay for responding to the second call-out; instead, the employee will be paid a minimum of four (4) hours for the initial call-out, and then will be paid at the applicable overtime rate for all hours actually worked.

**Section 2.** Employee called out on an emergency call which continues his regular workday or which immediately precedes his regular workday shall be paid at time and one-half for all time worked outside of the regular workday.

**Section 3.** Employees assigned to standby duty, from 2:30 PM Friday to 2:30 PM the following Friday, shall be paid a minimum of four (4) hours at time and one half (1 ½) whether or not work is performed by such employees. If an employee who is assigned to standby is not available when called, such standby payment shall not be made.

### **ARTICLE 17 – OVERTIME PAY**

**Section 1.** Work hours in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1-1/2) the regular rate. Hours worked in excess of eight (8) hours in any one (1) day shall be compensated at the rate of one and one-half (1-1/2) the regular rate.

**Section 2.** All work performed on Saturday shall be compensated at the rate of one and one-half (1-1/2) the regular rate.



**Section 3.** All work performed on Sunday shall be compensated at the rate of double (2) times the regular rate.

**Section 4.** All work performed on Thanksgiving, the day after Thanksgiving, Christmas, New Year's Day and Martin Luther King Day shall be compensated at the rate of double time (2 times the regular rate) in addition to holiday pay. All other holidays will be paid at normal eight (8) hours' regular pay plus the time and one-half for all hours actually worked.

**Section 5.** In the event the Town Hall closes as a result of inclement weather, all work performed shall be compensated at a regular rate of pay up to the normal number of hours worked for that day, after which the rate of pay will be 1-1/2 time the regular rate of pay.

### **ARTICLE 18 – PRESERVATION OF RIGHTS**

**Section 1.** Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that said employees have enjoyed heretofore, except those specifically abridged or modified by this Agreement.

### **ARTICLE 19 – HOLIDAYS**

**Section 1.** Effective July 1, 2019, all full-time employees shall be entitled to the following twelve (12) holidays with pay:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Day Before or Day After Christmas; OR One-half (1/2) Day Before Christmas and One-half (1/2) Day New Year's Eve; OR as part of a four (4) day weekend should Independence Day come on a Tuesday or Thursday (at the Town Manager's discretion)
12. Christmas Day

**Section 2.** Regular part-time employees who work twenty (20) hours or more per week shall receive holiday time on a pro-rated basis. This benefit shall be pro-rated by establishing the percentage of the standard work week (for their respective position) their work week represents.

## **ARTICLE 20 – MANAGEMENT RIGHTS**

**Section 1.** It is recognized that the Town, through its Town Manager, has and will continue to retain the rights and responsibilities to direct the affairs of the department in all of its various aspects, except those specifically abridged or modified by this Agreement. Such rights and responsibilities are inherent in the Town Manager by virtue of statutory and Charter provisions; consequently, actions with respect to such rights and responsibilities are not subject to review, except those specifically abridged or modified by this Agreement.

## **ARTICLE 21 – NO STRIKE**

**Section 1.** Continuous and uninterrupted service by the Town and its employees to the citizens and orderly collective bargaining relations between the Town and its employees being essential considerations of this Agreement, the Union agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sit-downs, slowdown strikes, or concerted refusal to render services or to work, or any other curtailment or restriction of work at any time during the term of this Agreement. In the event of a violation of this Article by the Union and/or the employees, the Town may, in addition to other remedies, discipline such employees up to and including discharge.

## **ARTICLE 22 – SEVERABILITY**

**Section 1.** Should any provisions of this Agreement be contrary to law, statute, or ordinance, that provision only shall not be binding on either party; this, however, shall have no effect on any other provision of this Agreement, all of which shall remain in full force and effect for the term of the Agreement.

## **ARTICLE 23 – SENIORITY**

**Section 1.** Seniority, according to this Agreement, shall consist of the total continuous paid service of the employee with the Town as a regular full-time employee. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary layoff for a period of less than twenty-four (24) months.

**Section 2.** The seniority list shall be brought up to date upon request from the President of the Union at reasonable intervals and shall be posted in a conspicuous place.

**Section 3.** The purpose of seniority is to provide a declared policy of right or preference as to layoff, transfer, vacations and promotions.

**Section 4.** For the purpose of promotions, if in the sole and exclusive judgment of the Town, two (2) or more qualified employees are competing for a position, the Town will award the position to the most senior of such most qualified employees.

### **Section 5. – Probationary Period**

- (a) **Newly Hired Employees:** All newly hired employees shall serve a probationary period of 180 calendar days during which they may be terminated for any job-related reason without protest or challenge from the Union and without any recourse to the grievance

procedure of this contract. Upon successful completion of the probationary period, seniority shall be retroactive to the date of hire.

- (b) **Town Employees Who Transfer Into Bargaining Unit Positions:** All persons employed by the Town of Rocky Hill in non-bargaining unit positions who transfer or are assigned to bargaining unit positions shall serve a probationary period of 180 calendar days during which they may be terminated for any job-related reason without protest or challenge from the Union and without any recourse to the grievance procedure of this contract. However, such existing employees who face termination during their probationary period of employment may, in the Town's discretion, be considered for placement into another vacant Town position for which they are fully qualified as an alternative to termination, provided that such a vacant position exists and provided further that there shall be no infringement on any other Union contracts. Upon successful completion of the probationary period, seniority shall be retroactive to the date of hire.

## **ARTICLE 24 – WORKING RULES AND DIRECTIVES**

**Section 1.** The Union and the Town each considers that the creation of improved morale and efficiency will tend to improve the public service, and each will strive to attain this end. In this connection, the Union shall encourage employees to conduct themselves on the job in a workmanlike manner.

**Section 2.** All copies of written rules and directives of the Town affecting working conditions of the employees of the Highway Department and/or Parks Department shall be provided to the Union and the Union President by the Town.

**Section 3.** This Agreement shall affect only regular, employees of the Town. Part-time and seasonal employees may be used by the Town to supplement the work forces, but no part-time or seasonal employee shall be employed while employees of the unit are on layoff status.

**Section 4.** All regular full-time employees shall have first preference for all overtime work before part-time or seasonal employees are used.

**Section 5.** Snow and ice control or emergency overtime work will be offered to all available employees who are qualified to perform the job before outside sources may be used.

**Section 6.** As a condition of employment, employees are expected, unless excused by the Director or appropriate Supervisor to respond in weather-related emergencies and shall not refuse to respond in such emergencies. The Town shall pay each employee who is to be available to respond to such emergencies an annual lump sum payable no later than the last week of January. The amount of the annual lump sum shall be one thousand dollars (\$1000.00) for the Highway Department and Parks Department.

**Section 7.** An employee who is qualified, and assigned to a higher class shall be paid an additional two dollars (\$2.00) per hour for all hours worked and periods assigned in the higher classification.

**Section 8.** An employee who is absent from work due to a job-incurred injury under Worker's Compensation regulations shall be entitled to injury leave, which supplements Workers'

Compensation weekly benefit to provide full pay for a period of three (3) months. Injury leave does not charge to sick leave. Workers' Compensation weekly benefits received by the employee shall be signed over to the Town of Rocky Hill immediately, excluding any lump sum awards, which do not revert to the Town.

**Section 9.** All employees are required to inform their supervisor that they will be out sick the day before if the illness is known, or at least one (1) hour prior to the start of work if illness is not known the day before. If an employee is ill and unable to work, he/she or his representative should advise the Director or appropriate Supervisor at least 1 hour prior to the start of work on the first day and each day of his absence. All other employees must call within one half (1/2) hour of work. Sick time must be taken in a minimum of 1 hour increments unless an employee has obtained permission of the Highway or Parks Superintendent or his designee in advance to take less than one hour's leave in a given case.

**Section 10.** Any employee call for overtime during winter storms or during other emergency conditions shall be paid from the time he received the call. If he fails to report within a reasonable time, he shall go on the clock when he punches in. When the duty man places his first call to employees, when several are being called in, all employees will be on the clock at that time provided the employee receives the call and is ready to leave without delay. The duty man will punch each employee in at the time the call is made.

**Section 11.** Whenever overtime is required within a division, overtime shall be divided as equally as efficient operations permit among the employees qualified to perform the work needed. Employees who refuse overtime will be charged a turn. A record of overtime will be posted monthly by the supervisor.

**Section 12.** Employees shall be granted up to thirty (30) minutes off with pay for eating or rest while working overtime in emergency conditions, at customary times for meals. After working continuously for sixteen (16) hours during emergency conditions, including time for meal breaks, employees shall be entitled to a rest break of up to one (1) hour on Town premises. Such breaks may coincide with the meal break. At the discretion of the Field Operations and Highway Superintendent, this break may be granted on a rotational basis and at intervals of less than sixteen (16) hours.

Time off with full pay after a long snow/ice storm will be granted to the Highway and/or Parks Department crews for reason of safety, after snow/ice operations are completed at the discretion of the Department Director and Town Manager.

**Section 13.** If an operator of mechanical equipment considers that the equipment is unsafe to operate before he leaves the Garage, he/she shall not be required to operate the equipment until it is inspected by the Mechanic or supervisor on duty at the time, and found not to be defective. After certification by the Mechanic or supervisor, the employee shall commence operation of the piece of equipment.

**Section 14.** The Town shall determine what mechanisms are to be utilized to record work hours, including electronic mechanisms.

## **ARTICLE 25 – FUNERAL LEAVE**

**Section 1.** In order to permit participation in and attendance at funeral services for a member of the immediate family of an employee, a leave of absence with pay shall be granted to the employee, not to exceed four (4) days.

**Section 2.** For the purposes of this policy, the term “immediate family” shall be defined as one of the following relations: spouse, child, stepchild, parent, parent-in-law, grandparent, brother, sister, grandchild or any relative living in the household as part of the family.

**Section 3.** An absence of three (3) consecutive days off with pay shall be granted to attend the funeral of a brother-in-law or sister-in-law. One day off with pay shall be granted to attend the funeral of a grandparent-in-law, aunt or uncle. Additional time off with pay may be granted if the employee or relatives travel to the funeral in excess of 200 hundred miles.

**Section 4.** Regular part-time employees who work twenty (20) hours or more per week shall receive funeral leave on a pro-rated basis. This benefit shall be pro-rated by establishing the percentage of the standard work week (for their respective position) their work week represents.

## **ARTICLE 26 – EMPLOYEE RIGHTS AND REPRESENTATION**

**Section 1.** Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and participate in the Union or to refrain from such activities. The freedom of employees to participate in the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer.

**Section 2.** Not more than one (1) officer, representative or grievance committee member shall be granted leave with full pay for the express purpose of processing grievances with the Town upon proper notification to the Director or appropriate Supervisor at the first step of the grievance procedure.

**Section 3.** Not more than two (2) officers, representatives or grievance committee members shall be granted leave with pay for necessary time required to process grievances with the Town at second step or higher through arbitration.

**Section 4.** The members of the Union’s bargaining committee, to a maximum of three (3), who are scheduled to work an hour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, its agents or representatives and the Union for the purpose of negotiating the terms of the contract or any supplements thereof.

**Section 5.** The employee shall, with the permission of the Director or appropriate Supervisor, contact a steward during the working hours regarding an adverse action which could not be resolved at the time by a supervisor and which could not be resolved during nonworking hours. Such permission shall not be unreasonably withheld.

**Section 6.** Not more than two (2) members shall be off duty on Union business leave with pay at the same time. The Union shall be required to submit the names of the two (2) members as far in advance as practical. Up to three (3) man days per year shall be granted for Union business

leave, to attend conventions for or educational seminars of the Union, and any other off-duty Union business in this section.

### **ARTICLE 27 – GENERAL**

**Section 1.** The Town agrees that it will not subcontract work for the purpose of laying off employees. Further, the Town will make every effort to recall employees from layoff whenever the duration and nature of work to be done makes it practical to do so.

**Section 2.** Each employee shall have the right to see his personnel file upon request.

**Section 3.** Records of written reprimand or memo of oral reprimand shall be removed from an employee's personnel file in accordance with laws of the State of Connecticut. In maintaining personnel files, the Town shall respect the privacy rights of employees within constraints of applicable state law.

**Section 4.** No written reprimands or evaluations of employees shall be placed in their personnel files unless they receive a copy.

**Section 5.** In the case of a permanent full-time employee who is a member of any military reserve unit or National Guard being called to duty because of a national emergency, the Town shall pay the excess, if any, of that employee's base pay at the time of the call to duty over the total compensation received for military service. The employee may purchase Town health insurance, if desired, if not covered by the military. The employee must provide the Town with copies of pay stubs showing his/her military service pay.

Employee will not continue to receive this benefit if he/she does not return to his/her Town job within fourteen (14) days after release from the military. The employee will not lose any seniority but no additional benefits will be earned.

In the event of death, this benefit will cease immediately. This shall be for a period of the emergency only.

This shall apply to all full-time Town employees who work regular 35/40 hour work weeks.

Payment under this benefit shall be made on a monthly basis. This is in addition to any State or Federal regulation.

### **ARTICLE 28 – RETIREMENT**

**Section 1.** Rights in the pension plan shall vest fully after the conclusion of five (5) years of credited service. There shall be no vesting before that time.

**Section 2.** If employee contributions made after July 1, 1981, are returned to the employee at separation or death, employees' beneficiaries shall receive interest at five percent (5%) per annum for such contributions. Prior contributions shall earn interest at four percent (4%) per annum.

**Section 3.** Effective July 1, 1991, the existing Town pension plan shall be modified as follows:

- (a) The monthly Normal Retirement Benefit shall be 1.5% of Average Monthly Earnings, as defined in the Defined Benefit Plan, plus .6% of Average Monthly Earnings in excess of five hundred dollars (\$500.00), multiplied by total years of Credited Service, as defined in the Defined Benefit Plan, up to a maximum of thirty-five (35) years.
- (b) Effective, retroactively to July 1, 1989, through June 30, 1994, each employee shall contribute four percent (4%) of base pay toward his/her pension benefits. Effective July 1, 1994, each employee shall contribute three and one half percent (3.5%) of base pay toward his/her pension benefits. Each employee shall participate in the Defined Benefit Plan beginning at age eighteen (18).
- (c) Pursuant to Section 13.1 of the Town Defined Benefit Plan, the Town Manager shall appoint a member of the bargaining unit selected by the Union to serve on the Pension Committee. The pension committee shall meet semi-annually.
- (d) Any retirement benefits paid under this Article to an employee receiving disability payments under the Workers' Compensation Act shall be reduced by the amount of such disability payments for the period of time for which such disability payments are made.
- (e) An employee shall be permitted to purchase prior service with the Town of Rocky Hill, the United States military, the State of Connecticut or any other municipality in the State at actuarially determined rates, provided such purchase does not have any cost impact on the Town. An employee may make arrangements with the Town for a reasonable payment schedule for any such purchase of prior service.
- (f) Employees hired after July 1, 2012 will not be eligible for the Defined Benefit Pension Plan. In lieu of the Defined Benefit Pension Plan the Town will develop a Defined Contribution Plan. Employee's contributions of up to six percent (6%) of base salary will be matched by the Town at fifty (50%) up to a maximum of three percent (3%) of base salary. Employees may contribute to the Defined Contribution Plan up to the maximum allowable by law.

### **ARTICLE 29 – UNION SECURITY**

**Section 1.** The Town, upon the written authorization of members of the Union will make a bi-weekly payroll deduction for Union dues for the duration of this Agreement and any extension thereof unless and until the voluntary authorization is revoked in writing.

**Section 2.** The Union agrees to indemnify and hold harmless the Town for any loss of damages arising from the operation of this Article and any extension thereof unless and until the voluntary authorization is revoked in writing.

**Section 3.** The Union agrees to indemnify and hold harmless the Town for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim or error is made in writing to the Town within thirty (30) calendar days after the date such deductions were or should have been made.

**ARTICLE 30 – DURATION**

This Agreement shall be effective July 1, 2019 and shall remain in force and effect until June 30, 2023.

**ARTICLE 31 – PRODUCTIVITY**

**Section 1.** During the duration of this contract, representatives of the Town and the Union shall meet regularly to discuss and implement methods to improve work productively.

**Section 2.** The Town may establish a cash suggestion award program, which shall recognize savings realized through the implementation of an employee suggestion. This section would apply to an employee suggestion submitted in writing outside of productivity sessions provided in 1 above. The amount of the cash award shall be determined solely by the Town

Signed by the undersigned duly authorized representatives of the parties this 29<sup>th</sup> day of October 2019 at Rocky Hill, CT.

**For the Union:**

**For the Town:**



10/28/19



10/22/19

William Conlan, President  
NAGE Local No. 288  
Successor Contract Negotiation  
Team

Date

John Mehr, Town Manager

Date



10/29/19

Roberto Alvarado  
NAGE Local No. 288  
Successor Contract Negotiation  
Team

Date



10-25-19

Scott Stewart  
NAGE Local No. 288  
Successor Contract Negotiation  
Team

Date



**APPENDIX A – WAGE RATES**

<b><u>Mechanic</u></b>	<b>Rate</b>	<b>Year</b>	<b>Start</b>	<b>6 months</b>	<b>12 months</b>	<b>24 months</b>	<b>30 months</b>	<b>36 months</b>	<b>42 months</b>	<b>48 months</b>
		7/1/2018	32.93	33.55	34.11	35.31	35.88	36.46	36.95	37.61
	2.85%	7/1/2019	33.87	34.51	35.08	36.32	36.90	37.50	38.00	38.68
	2.95%	7/1/2020	34.87	35.52	36.12	37.39	37.99	38.61	39.12	39.82
	3.00%	7/1/2021	35.91	36.59	37.20	38.51	39.13	39.76	40.30	41.02
	3.25%	7/1/2022	37.08	37.78	38.41	39.76	40.40	41.06	41.61	42.35

  

<b><u>Mechanic Aide</u></b>	<b>Rate</b>	<b>Year</b>	<b>Start</b>	<b>6 months</b>	<b>12 months</b>	<b>24 months</b>	<b>30 months</b>
		7/1/2018	31.46	32.68	33.82	35.02	36.17
	2.85%	7/1/2019	32.36	33.61	34.78	36.02	37.20
	2.95%	7/1/2020	33.31	34.60	35.81	37.08	38.30
	3.00%	7/1/2021	34.31	35.64	36.88	38.19	39.45
	3.25%	7/1/2022	35.43	36.80	38.08	39.43	40.73

  

<b><u>Transfer Station Attendant</u></b>	<b>Rate</b>	<b>Year</b>	<b>Start</b>	<b>6 months</b>	<b>12 months</b>	<b>24 months</b>
		7/1/2018	27.44	28.84	30.32	31.80
	2.85%	7/1/2019	28.22	29.66	31.18	32.71
	2.95%	7/1/2020	29.05	30.54	32.10	33.67
	3.00%	7/1/2021	29.93	31.45	33.07	34.68
	3.25%	7/1/2022	30.90	32.48	34.14	35.81

  

<b><u>Civil Engineering Technician</u></b>	<b>Rate</b>	<b>Year</b>	<b>Start</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>
		7/1/2018	44.32	45.93	46.42	49.40	50.80	52.17
	2.85%	7/1/2019	45.58	47.24	47.74	50.81	52.25	53.66
	2.95%	7/1/2020	46.93	48.63	49.15	52.31	53.79	55.24
<b><u>Project Engineer</u></b>	3.00%	7/1/2021	48.34	50.09	50.63	53.88	55.40	56.90
	3.25%	7/1/2022	49.91	51.72	52.27	55.63	57.20	58.75

  

<b><u>Maintainer I</u></b>	<b>Rate</b>	<b>Year</b>	<b>Start</b>	<b>6 months</b>	<b>12 months</b>	<b>24 months</b>
		7/1/2018	30.14	31.26	32.34	33.56
	2.85%	7/1/2019	31.00	32.15	33.26	34.52
	2.95%	7/1/2020	31.91	33.10	34.24	35.53
	3.00%	7/1/2021	32.87	34.09	35.27	36.60
	3.25%	7/1/2022	33.94	35.20	36.42	37.79

  

<b><u>Maintainer II</u></b>	<b>Rate</b>	<b>Year</b>	<b>Start</b>	<b>6 months</b>	<b>12 months</b>	<b>24 months</b>
		7/1/2018	31.87	33.03	34.13	35.34
	2.85%	7/1/2019	32.78	33.97	35.10	36.35
	2.95%	7/1/2020	33.75	34.97	36.14	37.42
	3.00%	7/1/2021	34.76	36.02	37.22	38.54
	3.25%	7/1/2022	35.89	37.19	38.43	39.79

<b><u>Maintainer III</u></b>	<b>Rate</b>	<b>Year</b>	<b>Start</b>	<b>6 months</b>	<b>12 months</b>	<b>24 months</b>
		7/1/2018	34.69	35.91	37.17	38.38
	2.85%	7/1/2019	35.68	36.93	38.23	39.47
	2.95%	7/1/2020	36.73	38.02	39.36	40.64
	3.00%	7/1/2021	37.83	39.16	40.54	41.86
	3.25%	7/1/2022	39.06	40.44	41.86	43.22

  

<b><u>Crew Leader</u></b>	<b>Rate</b>	<b>Year</b>	<b>Start</b>	<b>6 months</b>	<b>12 months</b>	<b>24 months</b>	<b>30 months</b>
		7/1/2018	38.51	39.74	40.99	42.25	43.47
	2.85%	7/1/2019	39.61	40.87	42.16	43.45	44.71
	2.95%	7/1/2020	40.78	42.08	43.40	44.74	46.03
	3.00%	7/1/2021	42.00	43.34	44.70	46.08	47.41
	3.25%	7/1/2022	43.36	44.75	46.16	47.58	48.95

  

<b><u>Head Mechanic</u></b>	<b>Rate</b>	<b>Year</b>	<b>Start</b>	<b>6 months</b>	<b>12 months</b>	<b>24 months</b>	<b>30 months</b>	<b>36 months</b>	<b>42 months</b>	<b>48 months</b>
		7/1/2018	35.77	36.59	36.93	38.12	38.71	39.32	39.90	40.46
	2.85%	7/1/2019	36.79	37.63	37.98	39.21	39.81	40.44	41.04	41.61
	2.95%	7/1/2020	37.87	38.74	39.10	40.36	40.99	41.63	42.25	42.84
	3.00%	7/1/2021	39.01	39.91	40.28	41.57	42.22	42.88	43.52	44.13
	3.25%	7/1/2022	40.28	41.20	41.59	42.93	43.59	44.28	44.93	45.56

  

<b><u>Deputy Fire Marshal</u></b>	<b>Rate</b>	<b>Year</b>	<b>Start</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>
		7/1/2018	38.92	40.28	41.69	43.15	44.66	46.22
	2.85%	7/1/2019	40.03	41.43	42.87	44.38	45.93	47.54
<b><u>Assistant Town Planner/Zoning Enforcement Officer</u></b>	2.95%	7/1/2020	41.21	42.65	44.14	45.69	47.29	48.94
	3.00%	7/1/2021	42.44	43.93	45.46	47.06	48.71	50.41
	3.25%	7/1/2022	43.82	45.36	46.94	48.59	50.29	52.05

  

<b><u>Assistant Building Official Mechanical Inspector</u></b>	<b>Rate</b>	<b>Year</b>	<b>Start</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>
		7/1/2018	37.25	38.43	40.40	40.89	42.18
	2.85%	7/1/2019	38.31	39.53	41.55	42.05	43.38
	2.95%	7/1/2020	39.44	40.69	42.78	43.29	44.66
	3.00%	7/1/2021	40.62	41.91	44.06	44.59	46.00
	3.25%	7/1/2022	41.95	43.28	45.50	46.04	47.50

**APPENDIX B – CENTURY PREFERRED PPO PLAN**

**Employees will continue enrollment in the Century Preferred PPO Plan until June 30, 2020, as described in this appendix.**

**Anthem Century Preferred PPO Plan**

Non-Gatekeeper

**In Network**

\$15 Office Visit Co-pay

\$0 Wellness Visit Co-pay

\$200 Outpatient Surgery

\$250 Hospital Co-pay

\$15 Walk-in Clinic Co-pay

\$15 Urgent Care Facility Co-pay

\$100 Emergency Room Co-pay

**Out of Network**

Deductible \$400 / \$800 / \$1,200

Coinsurance 70 / 30

Out of Pocket Maximum \$2,400 / \$4,800 / \$7,200

**In Network RX**

Full Managed 3-tier \$5 / \$10 / \$20

Mail order 2x Co-pay

**APPENDIX C – HIGH DEDUCTIBLE HEALTH PLAN (HDHP) WITH HEALTH SAVINGS ACCOUNT (HSA)**

**Effective July 1, 2020, all employees will be enrolled in the High Deductible Health Plan (HDHP) with Health Savings Account (HSA), as described in this appendix.**

**Anthem High Deductible Health Plan with Health Savings Account**

Non-Gatekeeper

**In Network**

Deductible \$2,000 / \$4,000 Combined with Out of Network

Coinsurance 100 / 0, After Deductible

\$0 Wellness, Deductible Waived

All Other Medical 0% After Deductible

Out of Pocket Maximum \$3,000 / \$6,000

**Out of Network**

Deductible \$2,000 / \$4,000 Combined with In Network

Coinsurance 80 / 20, After Deductible

Out of Pocket Maximum \$4,000 / \$8,000

**In Network RX**

MP 4 – Essential Formulary

Rx Card \$5 / 20 / 40 / 20% to \$200 After Plan Deductible

Mail Order – 2x Copay Tiers 1 – 3, After Plan Deductible

Unlimited Maximum

## **APPENDIX D – DENTAL PLAN**

### **CO-PAY DENTAL**

The Co-Pay Dental plan covers diagnostic, preventive and restorative procedures necessary for adequate dental health.

### **COVERED SERVICES INCLUDE:**

- ✓ Oral Examinations
- ✓ Periapical and bitewing x-rays
- ✓ Topical fluoride applications for members under age 19
- ✓ Prophylaxis, including cleaning, scaling and polishing
- ✓ Relining of dentures
- ✓ Repairs of broken removable dentures
- ✓ Palliative emergency treatment
- ✓ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)\*
- ✓ Simple extractions\*\*
- ✓ Endodontics-including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

\*Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

\*\*Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

### **DENTAL AMENDATORY RIDER A - ADDITIONAL BASIC BENEFITS**

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- Inlays (not part of bridge)
- Onlays (not part of bridge)
- Crown (now part of bridge)
- Space Maintainers
- Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays, placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

### **DENTAL AMENDATORY RIDER D - ORTHODONTICS**

The following Orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

The maximum amount payable for orthodontic services is \$600.00 per member per lifetime.

### **ACCESSING BENEFITS:**

#### **Participating Dentists Benefits**

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or sixty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

#### **Non-Participating Dentists Benefits**

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

*This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*

**INDEX**

Agreement, 3, 4, 5, 7, 14, 17, 18, 19, 23, 24  
 Assistant Building Official, 3, 12, 15, 26  
 Assistant Town Planner/Zoning Enforcement  
   Officer, 3, 12, 15, 26  
 bargaining unit, 4, 7, 8, 9, 15, 19, 23  
 call-out, 16  
 CDL, 10  
 Chief Negotiator, 3  
 Civil Engineering Technician, 3, 12, 15, 25  
 Crew Leader, 3, 5, 26  
 Dental plan, 29  
 Dental Plan, 7  
 dependent coverage, 8, 9  
 Deputy Fire Marshal, 3, 12, 15, 26  
 Director, 3, 4, 12, 15, 19, 20, 21  
 discharge, 4, 18  
 disciplinary action, 4  
 duty man, 20  
 emergency, 16, 19, 20, 22, 29  
 emergency call, 16  
 employee, 13, 14  
 Field Operations and Highway Superintendent,  
   3, 5, 15, 20  
 FMLA, 13, 14  
 funeral, 21  
 grievance, 4, 18, 19, 21  
 HDHP, 2, 5, 6, 8, 9, 28  
 Head Mechanic, 3, 26  
 Health Insurance, 13  
 higher class, 19  
 Highway Department, 14, 15, 19  
 holiday, 5, 17  
 holidays, 17  
 HRA, 5  
 HSA, 2, 5, 6, 8, 9, 28  
 insurance, 5, 6, 7, 8, 9, 10, 22, 30  
 layoff, 18, 19, 22  
 life insurance, 10  
 Long Term Disability, 10  
 longevity, 16  
 Maintainer I, 3, 25  
 Maintainer II, 3, 25  
 Maintainer III, 3, 26  
 meal, 15, 20  
 Mechanic, 3, 20, 25  
 Mechanic Aide, 3, 25  
 Mechanical Inspector, 3, 12, 15, 26  
 medical certification, 14  
 Medicare, 7, 8, 9  
 military, 22, 23  
 negotiations, 4, 21  
 overtime, 5, 12, 16, 19, 20  
 Parks Department, 15, 19, 20  
 part-time, 6, 12, 13, 16, 17, 19, 21  
 pension, 7, 22, 23  
 personal time, 13  
 Personal time, 15  
 personnel file, 22  
 Personnel Rules, 15  
 post-retirement medical benefits, 7  
 PPO, 2, 5, 6, 7, 8, 27  
 premium share, 5, 6, 10, 13  
 probationary period, 15, 18, 19  
 professional staff, 12  
 Project Engineer, 3, 12, 15, 25  
 promoted, 5  
**qualifying event**, 6  
 retired, 7, 9  
 Retiree, 7, 8, 9  
 retirement, 7, 8, 9, 23  
 safety glasses, 14  
 safety shoes, 14  
 salary, 5, 6, 10, 23  
 Saturday, 15, 16  
 seniority, 11, 18, 19, 22  
 sick leave, 10, 12, 13, 15, 20  
 sick time, 13, 15  
 Snow and ice control, 19  
 State Board of Mediation and Arbitration, 4  
 Sunday, 17  
 Supervisor, 4, 15, 19, 20, 21  
 Town, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17,  
   18, 19, 20, 21, 22, 23, 24, 26  
 Town Hall, 3, 12, 15, 17  
 Town Manager, 3, 4, 5, 15, 17, 18, 20, 23, 24  
 Transfer Station Attendant, 3, 25  
 Union, 3, 4, 15, 18, 19, 21, 23, 24  
 vacation, 10, 11, 12, 13, 15  
 wage, 4, 6  
 weather-related emergencies, 19  
 winter snow and ice control, 15  
 work week, 12, 13, 16, 17, 21  
 Worker's Compensation, 19