

**AGREEMENT BETWEEN THE
TOWN OF ROCKY HILL
AND
TOWN HALL EMPLOYEES
LOCAL 1303-112 OF COUNCIL #4
AFSCME, AFL-CIO
July 1, 2024 – June 30, 2028**

Table of Contents

PREAMBLE 4

ARTICLE 1 - RECOGNITION..... 4

ARTICLE 2 - GRIEVANCE PROCEDURE 5

ARTICLE 3 - WORKERS’ COMPENSATION..... 6

ARTICLE 4 - UNION MEETING PLACE..... 7

ARTICLE 5 - APPOINTMENTS & PROBATION 7

ARTICLE 6 - PROTECTION OF THE EMPLOYEE 8

ARTICLE 7 – LONGEVITY..... 8

ARTICLE 8 - VACATION 8

ARTICLE 9 - PERSONAL LEAVE 10

ARTICLE 10 - BEREAVEMENT..... 11

ARTICLE 11 - LEAVE WITHOUT PAY 11

ARTICLE 12 - SICK LEAVE 12

ARTICLE 13 – TRAVEL..... 14

ARTICLE 14 - WORK WEEK 14

ARTICLE 15 - HOLIDAYS..... 16

ARTICLE 16 - PENSION PLAN 17

ARTICLE 17 - WAGES..... 17

ARTICLE 18 - PART-TIME EMPLOYEES 18

ARTICLE 19 - NO STRIKE/LOCKOUT 19

ARTICLE 20 - MANAGEMENT AND EMPLOYEE RIGHTS..... 19

ARTICLE 21 – MISCELLANEOUS 20

ARTICLE 22 - INSURANCE 22

ARTICLE 23 - CHILD-REARING LEAVE..... 28

ARTICLE 24 - SENIORITY..... 28

ARTICLE 25 - LAYOFFS 29

ARTICLE 26 - DISCIPLINE..... 30

ARTICLE 27 - DRUG TESTING 31

ARTICLE 28 - DURATION 31

APPENDIX A 32

WAGE SCHEDULE 32

APPENDIX B 33

**CLASSIFICATION OF BARGAINING UNIT POSITIONS FOR LAYOFF AND
 RECALL** 33

APPENDIX C 34

**NOTICE OF CHANGES UNDER HIPAA TO COBRA CONTINUATION COVERAGE
 UNDER GROUP HEALTH PLANS**..... 34

APPENDIX D 36

CENTURY PREFERRED PPO PLAN..... 36

APPENDIX E 37

**HIGH DEDUCTIBLE HEALTH PLAN (HDHP) WITH HEALTH SAVINGS
 ACCOUNT (HSA)**..... 37

APPENDIX F 38

DENTAL PLAN 38

INDEX..... 40

PREAMBLE

The following Agreement by and between, respectively, the Town of Rocky Hill, hereinafter referred to as the “Town” and Local 1303-112 of Council #4, AFSCME, AFL-CIO, hereinafter referred to as the “Union” is negotiated pursuant to the Municipal Employee Relations Act, Connecticut General Statutes Section 7-460, et seq.

ARTICLE 1 - RECOGNITION

Section 1.

With the exclusion of the Administrative Assistant to the Town Manager and the Administrative Aide to the Director of Finance, the Town hereby recognizes the Union as the exclusive representative and collective bargaining agent for the bargaining unit consisting of Rocky Hill Town Employees as defined under Case No. ME-4923 of the Connecticut State Board of Labor Relations, and the Youth Services Counselor.

Section 2.

The three (3) Union Officers or their designee shall be permitted to sit in on all contract negotiations without loss of pay during working hours. In addition, the Union shall be authorized up to five (5) man-days per year without loss of salary or pay for the purpose of attending Union Conventions or Workshops. Two (2) Union Officers shall be permitted to sit in on all grievance meetings.

Section 3.

The Union shall have reasonable access to work locations for purposes of processing grievances or concerning matters within the scope of representation provided that the supervisor of such work location is notified prior to entry. Such access shall not interfere with the work process, safety, or security of the work location.

Section 4.

Employees who are currently not members of the Union shall not be required to become members of the Union or be required to pay any service fees to the Union during the life of this Agreement.

Section 5.

The Town agrees to deduct from the pay of all its employees who authorize such deduction from their wages, such membership dues, initiation fees and reinstatement fees or service fees as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement or any extension thereof. The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues. In addition, the Union shall furnish the Town with an authorization card signed by the employee authorizing the Town to make such deduction(s). This authorization card is to be accepted by the Town. The Town shall notify the Union, in writing, of all new hires in this bargaining unit.

Section 6.

The Town shall send all dues or fees deductions to Council #4 monthly accompanied by a list of names of employees from whose wages dues and fees deductions have been made.

Section 7.

The Union agrees to indemnify and hold harmless the Town any loss or damages arising from the operation of Section 4 and Section 5. 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 of error is made in writing to the Town within thirty (30) days after the date such deductions were or should have been made.

Section 8.

The Town shall, within fifteen (15) working days after receipt of notice from the Union, notify any employee who is not a member in good standing in the Union, or who does not pay to the Union a fee as established by the Union, of his/her violation of Article I of this Agreement.

Section 9.

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.

Section 10.

The Town agrees to provide the Council #4 Office of the Union with four (4) original, signed, contracts at the time of the signing.

ARTICLE 2 - GRIEVANCE PROCEDURE

Section 1.

This procedure is established to seek an equitable resolution of problems that arise as a result of an employer-employee relationship within the Town.

A grievance shall mean a complaint by an employee or group of employees that his or their conditions of employment have been affected by a violation, misinterpretation or misapplication of the specific provisions of this Agreement, or that an employee has been terminated, suspended, fined, reduced in grade or disciplined in any other manner without just cause.

Step (1) – Any employee or group of employees shall, with or without a Union representative, discuss his or their grievance with his or their immediate supervisor.

Step (2) – If the grievance is not resolved to the satisfaction of the employee(s) by the immediate Supervisor, the employee(s) and/or Union may submit such grievance in writing, on a standard Union grievance form, to the Town Manager of the Town of Rocky Hill. Within five (5) working days of the submission of the grievance to Step 2,

the Town Manager shall meet with the employee and his representative for the purpose of resolving the grievance. The Town Manager shall have three (3) working days from the date of such meeting at Step (2) to give his answer to the employee and the Union in writing at Step 2.

Step (3) – If the grievance is not resolved to the satisfaction of the Union at Step 2 the Union may, within fifteen (15) working days of the answer at Step 2, submit such grievance or dispute to the Connecticut State Board of Mediation and Arbitration, which arbitration panel or arbitrator shall hear the dispute and render a decision which shall be final and binding on all parties.

Section 2.

Time extensions beyond those stipulated in this Article may be arrived at by mutual agreement, in writing, of the parties.

Section 3.

If the Town fails to meet and/or to answer any grievance within the prescribed time limits of this Article, such dispute may be processed to the next step.

Section 4.

Nothing contained herein shall prevent any employee from presenting his own grievance at Step 1 and Step 2 or to have Union representation at any step. The Union, however, must receive a copy of the grievance and any decisions and may be present and state its views at any step of the Grievance Procedure.

Section 5.

Any fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

Section 6.

All grievances and responses shall be transmitted by certified or registered mail, return receipt requested, or by hand delivering same to the party involved.

Section 7.

Any grievance which is not presented in writing at Step 2 within ten (10) working days of the event of occurrence giving rise thereto shall be waived, and any decision not appealed within the specified time limits shall be considered settled according to the decisions at the previous step.

ARTICLE 3 - WORKERS' COMPENSATION

Section 1.

Injury leave, as distinguished from sick leave shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was

engaged in the performance of his duties. The Town shall supplement payments due the employee under Workers' Compensation so that the employee will receive full pay during his absence for an additional period not to exceed four (4) calendar months and 90% of full pay during his absence for an additional period not to exceed two (2) calendar months. In order for the employee to be eligible for full pay from the Town while out of work because of an injury covered by Workers' Compensation, the employee must agree, in writing, in advance to sign over to the Town his Workers' Compensation benefit checks when they are issued. In the event of an injury causing temporary disability and absences of less than seven (7) days, the employee shall receive his regular salary for such periods since payments are not made under Workers' Compensation for such accidents. In the event of a permanent total disability or death resulting from an accident on the job, supplemental payments shall be made to the employee, or the employee's next of kin, for a period not to exceed six (6) calendar months. All payments on injury leave shall be subject to the same rules and regulations as Workers' Compensation insurance and shall not be payable if the injury is the result of intoxication or willful misconduct on the part of the employee. Lost time under injury leave shall not be charged to vacation or sick leave accruals.

ARTICLE 4 - UNION MEETING PLACE

Section 1.

The union may call meeting in the Town Hall or the Town Library before or after working hours whenever necessary, provided that such meetings do not conflict with work or other scheduled activities or programs and upon twenty-four (24) hours' notice to the Town.

ARTICLE 5 - APPOINTMENTS & PROBATION

Section 1.

Both parties agree to continue their policies of not discriminating against any employee on the basis of political affiliation, race, color, religion, sex, national origin, marital status, physical or mental disability which is unrelated to the ability of the employee to perform a particular job. As used in this Agreement, masculine or feminine pronouns shall include reference to either sex.

Section 2.

Vacancies in positions covered by this Agreement shall be posted for ten (10) days prior to filling the vacancy. When the qualifications of candidates for a position covered by this Agreement are relatively equal, the most senior bargaining unit member shall be given the position.

Section 3.

When a vacancy is filled in the bargaining unit, the Town will send an email to the Union President indicating the name and start date of the new employee.

Section 4.

All new appointments shall be subject to a probationary period of twelve (12) months. At the end of such probationary period, the employee shall be paid in accordance with the provisions of Appendix A.

Section 5.

All newly promoted employees shall be subject to a probationary period of six (6) months. Any new employee promoted for such a probationary period and who fails to complete such probationary period successfully, shall be reinstated to his or their previous position or equivalent without loss of seniority, pension rights, ranks, grade or pay of his previous position.

ARTICLE 6 - PROTECTION OF THE EMPLOYEE

Section 1.

The Town will not use outside contractors to perform work customarily performed by members of the bargaining unit if the effect of such contracting is to deprive any member of the unit of a full work week as defined in this Agreement.

ARTICLE 7 – LONGEVITY

Section 1.

Effective July 1, 1997, longevity pay will be paid annually, after an employee meets the service requirement, as follows:

5 years of service	\$425
10 years of service	\$525
15 years of service	\$725
20 years of service	\$1000

Annual longevity payments shall be made in full upon the anniversary date of employment.

Employees hired after March 1, 2017 will be eligible to receive longevity pay in the amount of \$1000, after completing 10 years of service.

ARTICLE 8 - VACATION

Section 1.

A full-time employee shall be entitled to five (5) paid days of vacation leave upon completion of six (6) months of service, not to be used until satisfactory completion of the first six months of the probationary period. Full time employees shall be granted vacation leave as follows:

Upon Completion of:	Employee Granted:
1 year	10 days
2 years	11 days
3 years	12 days

4 years	13 days
5 & 6 years	15 days
7 & 8 years	16 days
9 years	17 days
10, 11 & 12 years	18 days
13 & 14 years	19 days
15 years	20 days

Vacation time cannot be taken in less than one (1) hour increments.

Section 2.

A full-time employee, who on December 31st of the preceding year was continuously and actively employed for twelve (12) months, shall be entitled to his vacation leave as of January 1st.

Section 3.

A maximum of ten (10) vacation days may be carried over into the ensuing year without prior approval of management. Requests to carry-over more than ten (10) vacation days must be submitted in writing to an employee’s respective supervisor and the Town Manager for review and written approval. The vacation carry-over must be used before September 30th of the following year.

Section 4.

The vacation schedule shall be approved by the department head or by the head of the office if the office is not part of a department. The Town reserves the right to limit the number of employees on vacation at any given time, but within these limitations seniority shall govern vacation selections.

Section 5.

Pro-rated accumulated vacation pay from the date of employment to the end of the preceding month shall be granted to an employee in the event the employee terminates service with the Town, providing the employee gives the Town at least two (2) weeks advance notice of said employee’s desire to terminate.

Section 6.

Unless waived by his Supervisor or the Town Manager, no more than two (2) weeks’ vacation may be taken at any one time.

Section 7.

Impact of Seniority. With regard to bargaining unit employees working in the Police Department, preference as to the time of vacation shall be given to employees of greater seniority.

Prime Time. The Police Department recognizes certain periods as “prime time” for vacation requests. Bargaining unit employees working in the Police Department shall submit vacation time requests as follows:

- a. *Summer Prime Time* vacation shall be June 1st through Labor Day.

Requests for vacation during the *Summer Prime Time* shall be submitted no later than April 1st. If the Police Chief, or his/her designee, receives no objections within three (3) business days from employees with no seniority, he/she may grant the junior employee the time requested and consider seniority rights of senior employees to be waived for that time period.

- b. *Winter Prime Time* vacation shall be November 15th through January 31st.

Requests for vacation during the *Winter Prime Time* shall be submitted no later than September 1st. If the Police Chief, or his/her designee, receives no objections within three (3) business days from employees with no seniority, he/she may grant the junior employee the time requested and consider seniority rights of senior employees to be waived for that time period.

Advance Vacation Planning. An employee who wishes to establish an advanced, long-term commitment for a vacation may do so by preparing a request to the Police Chief or his/her designee. The Police Chief or his/her designee shall email notice to the affected employee(s) and, if he receives no objections within three (3) business days from employees with more seniority, he may grant the junior employee the time requested and consider seniority rights of senior employees to be waived for that time period.

ARTICLE 9 - PERSONAL LEAVE

Section 1.

Each regular employee shall be entitled to up to five (5) unspecified personal days per year. Prior approval of the appropriate department head shall be obtained. Personal time must be taken in a minimum of 1 hour increments unless an employee has obtained permission of the Town Manager or his designee in advance to take less than one hour's leave in a given case.

Section 2.

Absence for jury duty during the year shall be granted when an employee is required to serve. Such employee will be compensated the difference between the amount he/she receives for jury duty and the amount he/she would normally earn for a regular work day, excluding overtime. Employees must notify their Supervisor immediately on receipt of jury notices.

Section 3.

Personal leave may not be accumulated from year to year.

ARTICLE 10 - BEREAVEMENT

Section 1.

Full-time employees shall be granted a leave of absence with pay for up to three (3) days for the purpose of attending the funeral of a member of their immediate family or for the purpose of attending to other family obligations in conjunction with the funeral involving a member of the immediate family, provided such leave is requested and approved in advance, in writing, by the respective Director. Up to two (2) additional days may be granted by the Town Manager in his/her discretion in limited instances where extensive travel is required.

“Immediate family” shall be defined to be Father, Mother, Sister, Brother, Husband, Wife, Child, Mother-in-Law, Father-in-Law, Grandparent, Grandchild, Step-parents, Brother-in-Law, Sister-in-Law, Domestic Partner, or other permanent member of the employee’s household. Employees shall be granted up to one (1) day paid leave of absence to attend the funeral of an Aunt, Uncle, Cousin, Niece, or Nephew.

Part-time employees will be eligible for bereavement leave, but shall be granted on a pro rata basis.

ARTICLE 11 - LEAVE WITHOUT PAY

Section 1.

Leave of absence without pay and benefits may be granted by the Town for a limited, definite period not to exceed twelve (12) months for the following reasons:

- (a) For health reasons after expiration of sick leave and upon written recommendation of a medical professional.
- (b) For other personal or family reasons.
- (c) During such leave of absence, the Town may employ an individual to work in the absent bargaining unit member’s place, and such individual’s employment shall effectively cease with the member’s return to duty; or may be continued at the sole discretion of the Town.

Section 2.

During such leave of absence the employee shall continue to earn seniority.

Section 3.

During such leave of absence, the employee at his sole expense, may continue his group insurance benefits. An employee who wishes to continue his group insurance coverage shall pay for such coverage in full and in advance on a monthly basis.

Section 4.

No more than one (1) bargaining unit employee from any department or office shall be on such unpaid leave at any time. A total of not more than three (3) bargaining unit employees from any and all departments or offices shall be on such leave at any time. Such leave shall not be unreasonably denied by the Town.

ARTICLE 12 - SICK LEAVE

Section 1.

Sick leave with pay shall be granted to all full-time permanent and probationary employees at the rate of one and one-quarter (1-1/4) work days for each full month worked. Sick leave shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed only in case of actual sickness, disability of the employee, or at the discretion of the Supervisor in case of sickness in the immediate family requiring his attendance upon the ill member, medical-dental appointments, and quarantine restrictions.

Section 2.

Effective July 1, 2008 sick leave may be accumulated from July 1, 2008 without limitation.

Section 3.

Frequent and repeated use of the sick leave privilege may be considered sufficient cause for disciplinary action, the severity of which may be dependent on such factors as repeat offenses or prior disciplinary action (these may not be the only factors considered in the disciplinary action taken). To receive compensation while absent on sick leave, the employee shall notify his Supervisor as far ahead as possible of the time set for beginning his daily duties. Failure to notify the Supervisor in such a manner may subject the employee to disciplinary action.

Section 4.

A physician's statement detailing the illness and a return to work date will be required for any employee out four (4) consecutive days or more. When a certificate is requested and is not presented, at the discretion of the Supervisor, such absence may be applied to the balance of any approved leave, to leave without pay, or may be grounds for disciplinary action. A request for sick leave form must be filled out immediately upon the employee's return to work.

Section 5.

Sick leave shall be recorded regularly in the personnel records, and the Town Manager shall review all such records periodically. Sick leave pay shall supplement weekly accident and sickness payments made under the Town's insurance program so that the employee receives his full pay and not full pay plus accident and sickness payment. The employee's sick leave account will be charged on a pro-rated basis (percentage of total payment represented by sick leave).

Section 6.

When a full-time employee can no longer work because of pregnancy, based upon a physician's certification, she may request and shall be granted disability leave, which shall run as long as she is physically disabled. Such leave shall be with pay to the extent of accumulated sick leave.

Section 7.

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
For separation after 10 years of service	40% of time accrued
For separation after 5 years of service	20% of time accrued

Section 8.

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

Section 9.

An independent physician's examination (fit for work examination) at the expense of the Town may be required for any employee suspected of abusing the sick leave privilege. If an employee is found to be NOT FIT for work, consequences shall be in accordance with the laws of the State of Connecticut.

Section 10.

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 for FMLA in the following order: sick time, personal time and vacation time. 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 the employee 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 13 – TRAVEL

Section 1.

All authorized travel for business will be reimbursed to the employee at the current IRS rate per mile.

ARTICLE 14 - WORK WEEK

Section 1.

The regular base work week for full-time employees shall be thirty-five (35) hours, and the regular base workday shall be seven (7) hours of work with a one (1) hour unpaid lunch break. Normal hours of work for full-time employees shall be from 8:30 a.m. to 4:30 p.m. This shall not be construed as a guarantee of any minimum number of available hours or a limitation of any maximum number of hours which must be worked.

- (a) It is agreed that the nature of Town work includes service to the public, and thus may require attendance at evening and weekend meetings, and interaction with members of the public outside of normal business hours.
- (b) Based upon the needs of members of the public served by unit members, the Town may from time to time establish special work hours and assign employees to them. For example, employees assigned to the Tax Office, Finance or Police Department may begin or end their work day outside of regular business hours in response to specific work product deadlines—including but not limited to tax season, budget preparation, or in response to subpoenas, etc.
- (c) Employees and their direct supervisors, by mutual agreement, may develop alternative work schedule arrangements, while continuing to ensure members work the total number of weekly hours set forth in this collective bargaining agreement. Direct supervisors are accountable for securing the prior written approval of the Town Manager for alternative work schedule arrangements that extend beyond twenty (20) business days (hereinafter referred to as “long-term alternative work arrangements”).

Such arrangements are only available if the supervisor determines it to be reasonable, such as allowing a member to:

- Arrive earlier and leave earlier;
- Arrive later and leave later; or
- Arrive later or leave earlier on the day that follows a particularly long evening work-related event.

Alternative work schedule arrangements must not negatively impact the member’s work, office coverage, customer service, the work of other employees, or overall business continuity, productivity, and quality. Such arrangements are not intended to enable unorthodox or impractical work schedules.

Alternative work schedule arrangements may be adjusted or revoked by management at any time, with two weeks’ notice to the member where possible. The employee may also request to discontinue an approved arrangement.

Section 2.

All hours over thirty-five (35) but not over forty (40) in any given work week shall be compensated at straight time. All hours over forty (40) in any given work week shall be

compensated at time and one-half (1 ½). All hours worked by a part-time employee in excess of his/her normal work day will be compensated at straight time.

With regard to Mini-Bus Drivers, all hours worked on Saturdays and/or Sundays shall be compensated at time and one-half.

Section 3.

In the event Town Hall is closed, all employees required to report into work will receive one and one half (1 ½) times their regular rate of pay for hours actually worked. This provision does not apply to employees working remotely from home.

Section 4.

Pay periods shall be consistent with the current practice of bi-weekly pay. Payment shall be by direct deposit.

ARTICLE 15 - HOLIDAYS

Section 1.

Effective July 1, 2020, all full-time employees shall be entitled to the following thirteen (13) holidays with pay:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. 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)
13. Christmas Day

Section 2.

Any employee required to work on a scheduled holiday with advanced approval of the Town Manager shall receive additional compensation at double time (2 x hourly rate) for each such scheduled holiday. Paid holidays shall not apply to part-time (less than 20 hours per week) or per diem employees. Probationary employees shall be eligible for paid holidays. When a holiday falls on Sunday, the following Monday shall be the day off. For Town Hall employees, when a holiday falls on Saturday, the preceding Friday shall be the day off.

ARTICLE 16 - PENSION PLAN

Section 1.

All members of the bargaining unit shall participate in the Town's pension plan, subject to the following:

- (a) Normal retirement age shall be sixty-two (62).
- (b) Employee contribution shall be four (4%) through December 31, 1991 and shall reduce to three and one-half percent (3-1/2%) from January 1, 1992 through December 31, 1997 and 3% thereafter.
- (c) Employees hired after January 1, 2014 will not be eligible for the Defined Benefit Pension Plan. In lieu of the Defined Benefit Pension plan the Town has developed a Defined Contribution Plan. Employees will contribute six percent (6%) of their base salary which will be matched by the Town at five (5%) of their base salary.
- (d) The parties agree that there shall be no changes to the existing pension plan for twenty (20) years from June 30, 2013 through June 30, 2033. The union agrees that until July 1, 2033, it will not submit, propose or demand in any negotiations or discussion for a successor agreement or otherwise any changes, alteration, modifications or improvements to the Town of Rocky Hill pension plan or any new or improved benefits relating to pensions and/or retirement.

ARTICLE 17 - WAGES

Section 1.

The wage rate for employees in this bargaining unit shall be set forth in Appendix A, which is attached hereto and made part thereof. Wage increases will be 3.50% effective July 1, 2024; 3.50%; effective July 1, 2025; 3.60% effective July 1, 2026; and 3.70% effective July 1, 2027.

Section 2.

Movement between steps will occur annually, on the employee's anniversary date of hire or promotion.

Section 3.

When an employee’s supervisor is absent from work and the employee assumes additional duties as a result of the supervisor’s absence or assumes a job of higher classification, the employee shall receive \$2.00 additional pay per hour if the following positions in the following offices are the **SOLE EMPLOYEE** providing coverage in the offices for the full workday:

Tax Assessor’s Office	Deputy Assessor Technical Assistant III
Tax Collector’s Office	Technical Assistant III Deputy Tax Collector
Town Clerk’s Office	Assistant Town Clerk Technical Assistant III – Assistant Registrar of Vital Statistics
Human, Youth & Senior Services Office	Administrative Assistant I

Section 4.

Any employee contributions to the Town of Rocky Hill Retirement Plan will be tax deferred as per IRS Statute 414(h)(2).

Section 5.

All Mini-Bus Drivers hired after July 1, 2016 will be classified as labor grade four (4). In July of 2024, Town will conduct a review of Grade 5 positions for the purpose of potential reclassification.

Section 6.

After July 1, 2016, the salary scale for new hires classified as labor grade eight (8) will not exceed step five (5).

ARTICLE 18 - PART-TIME EMPLOYEES

Section 1.

Any employee scheduled to work more than twenty (20) hours but less than thirty (30) hours per week shall be entitled to purchase at forty-five (45) percent of group rates individual and family life and medical insurance benefits equivalent to those provided under this contract to employees working thirty-five (35) hours per week (full-time employees). Any employee scheduled to work thirty (30) or more hours per week shall be entitled to life and medical insurance benefits equivalent to those provided under this contract to full-time employees. All other benefits, including paid leave of any kind, shall be available on a pro-rated basis to employees scheduled to work less than thirty-five (35) hours per week.

Section 2.

Any employee who works a shift of six (6) or more hours shall be entitled to a meal break of a minimum of thirty (30) minutes.

Section 3.

Part-time employees shall accumulate seniority on the same basis as full-time employees, except that they shall receive benefits on a pro-rated basis as provided in Section 1 of this Article.

ARTICLE 19 - NO STRIKE/LOCKOUT

Section 1.

The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, stoppage of work, or interference with the governmental functions of the Town of Rocky Hill. Any employee who participates in any such action shall be subject to disciplinary action at the discretion of the Town, up to and including discharge.

Section 2.

The Town shall not engage in any lockout of employees.

ARTICLE 20 - MANAGEMENT AND EMPLOYEE RIGHTS

Section 1.

The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- (a) To determine the care, maintenance and operation of equipment and property used for an on behalf of the purposes of the Town.
- (b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedure.
- (c) To discontinue processes or operations or to discontinue their performance by employees.
- (d) To select and to determine the number and types of employees required to perform the Town's operations.
- (e) To employ, transfer, promote or demote employees, or to lay off employees for lack of work when it shall be in the best interests of the Town or the department.

- (f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, and to add to, delete from, amend or change such rules and regulations as the Town may in its judgement see fit from time to time, provided such rules and regulations and changes therein are made known in a reasonable manner to the employees affected by them.
- (g) To ensure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- (h) To establish contract or subcontracts for municipal operations provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members.
- (i) To establish, implement, amend or change job descriptions and duties.

Section 2.

The salaries and other conditions of employment set forth in this Agreement are based on job duties as they existed at the time of negotiation of this Agreement. In the event of any substantial change in such duties during the term of this Agreement, the Union shall have the right to negotiate the impact of such changes on salaries and other conditions of employment.

ARTICLE 21 – MISCELLANEOUS

Section 1.

The Town shall permit use of bulletin boards located in the Town Hall (staff lounge), Police Department, Records Room, Library, Fire Department and Human Services Department and Recreation Department, for the purpose of displaying Union materials. Prior to advertisement, notices of all new positions and vacancies will be provided to the Union President for in-house employee first consideration.

Section 2.

Evening meetings. Any employee required to attend meetings in the capacity of taking meeting minutes during the evening shall be paid a minimum as follows:

- (a) Effective 1 July 2005, \$40.00 plus one and one-half (1-1/2) times their hourly rate for any time in excess of three (3) hours.

Section 3.

In order that employees may perform their work more efficiently and be able to qualify for position of increasing difficulty and responsibility, the Town Manager or his/her designee shall promote a system of employee training. The Town shall support a three-part training program:

- (a) On-the-job training in the immediate tasks of the job.
- (b) Attendance at special short courses, conferences and meetings on matters of immediate concern to the current performance on the job, as approved by the Town Manager.
- (c) Reimbursement of not more than \$2,000 in one fiscal year for tuition fees and books paid upon the satisfactory completion of a previously approved course in a systematized education program in an accredited college or university.
- (d) Requests for tuition reimbursement in (c) above shall be requested prior not later than February 15th to be considered for the next fiscal year's budget commencing on July 1st.
- (e) The Town will pay all required fees and materials for required attendance by an employee for items in (b) above.

Section 4.

Customer Service Policy: The employees of the Town of Rocky Hill are committed to provide responsive, consistent, efficient and accurate services to the citizens of our community. Through our work environment quality service will be delivered through a caring environment that delivers services with respect for the needs and the diversity of all members of the Rocky Hill community. It is the Town's belief that this standard of service promotes all that is positive about our Town and includes in the term "customer" all residents, taxpayers, co-workers and general public who utilize the Town's facilities. In order to best achieve this commitment to provide a wide range of quality service from diverse departments, the Town supports the philosophy of public service that is embodied in the following statements:

- ✓ We care about our community and its people.
- ✓ We believe in provided customer service that meets the diversity of our community and provides services to all customers in a fair and equitable manner.
- ✓ We will support the policies established by our local elected and appointed officials.
- ✓ We will seek to identify creative and innovative approaches to serve our customers.
- ✓ We believe in meeting our customer's needs by providing friendly, courteous and efficient service.
- ✓ We will strive to make decisions with input from those most likely to be affected.
- ✓ We will consider the knowledge and perspective of our customers and respond to their ideas and concerns.
- ✓ We affirm that all officials and employees have the responsibility of meeting a high standard of excellence within the parameters of their particular job in order to ensure quality services from the Town of Rocky Hill.

Section 5.

Cross-training will be required in all departments where it is conducive without any salary adjustment.

Section 6.

Personnel Records. All employment records shall be retained in accordance with state and federal regulations regarding the same, as well as in accordance with records retention regulations and schedules.

Each employee shall have the right to see and review his or her personnel file upon written request and by appointment with the Town Manager, Director of Human Resources or his/her designee. The Town shall provide copies of all materials in the file upon request of the employee at no charge.

No negative or derogatory materials shall be placed in an employee's personnel file without notice to the employee. At any time, an employee may file a written rebuttal to such materials.

Section 7.

Eyeglasses. The Town will cover the cost of eyeglasses that meet the employee's prescription needs, at a cost up to three hundred dollars (\$300.00) per fiscal year, provided the Town receives, in advance of providing any reimbursement amount: 1) documentation of the prescription signed by a licensed medical provider (should be submitted to Human Resources for inclusion in the personnel/medical file); and 2) a receipt or invoice documenting that the eyeglasses were purchased by the employee for the employee. Replacement of eyeglasses covered under this provision shall be predicated upon the eyeglasses not being serviceable for both identifiable and safety reasons.

ARTICLE 22 - 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. New employees or employees who working hours are increased to thirty (30) hours or more per week shall decide (after notifications by the Town) within four (4) calendar months of service to the Town of Rocky Hill as to whether they wish to sign up for all available insurance coverage.

Section 3.

Group Medical Insurance. Effective July 1, 2020, members were moved into the High Deductible Health Plan (HDHP) with Health Savings Account (HSA) as described in APPENDIX E. 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, 2024, members’ health care premium share will be as follows below:

Contract Year	Employee Share	Medical Plan	Employer HSA Funding	HSA Funding Date to be Paid
July 1, 2024 – June 30, 2025	10%	HDHP	60%	To be paid in full on August 1
July 1, 2025 – June 30, 2026	10%	HDHP	60%	To be paid in full on August 1
July 1, 2026 – June 30, 2027	12%	HDHP	60%	To be paid in full on August 1
July 1, 2027 – June 30, 2028	12%	HDHP	60%	To be paid in full on August 1

Part-time employees will continue to contribute per Article 18.

Section 5.

Insurance Waiver. Employees may elect, on a completely voluntary basis, to waive their right to participate in the medical/dental insurance plan offered by the Town. In consideration for the voluntary waiver of such coverage and upon presentation of proof of alternate insurance then in place covering the employee, the Town will pay to the qualifying employee the following amounts for waiving health insurance coverage: \$500 (single); \$1,000 (2 person); and \$1,200 (family).

Employees hired after March 1, 2017 are no longer eligible to receive a payout for waiving insurance benefits.

In the event of changed circumstances that require the qualifying employee to revoke his/her insurance waiver, the employee must provide the Town with notice of such changed circumstances and return any money received from the Town in exchange for such waiver to the Town on a prorated basis. Insurance coverage waivers are subject to any limitations or restrictions, which may be imposed by the applicable insurance carriers. Qualifying employees who waive insurance coverage and subsequently apply for reinstatement shall be subject to all restrictions for reinstatement imposed by the applicable insurance carriers, including all waiting periods. Such additional annual compensation shall not be considered part of the employee's annual salary or wage but will be considered taxable income.

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, 2020 and those hired on or after July 1, 2020, may elect to enroll in the Dental Plan, as described in APPENDIX F.

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, 2021.

(a) Twenty (20) Years of Full-Time Service and Attained Age 55

The Town will pay the full cost of group medical/dental insurance coverage in effect (Century Preferred PPO Plan) for the employee and fifty percent (50%) for the employee's spouse upon employee's retirement from employee's date of retirement to Medicare Part A eligibility, unless the employee has similar group coverage with a new employer. The retiree's payment must be received in advance, monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. Upon Medicare Part A eligibility, the retiree must enroll in Medicare Part A and B. The Town will assume

full cost of supplemental Medicare coverage for retiree and one half (½) for the retirees spouse provided retiree pays all costs, in advance, monthly or quarterly. If an employee dies his/her spouse may continue this benefit. Any employee hired after January 1, 2009 will not be eligible for this benefit.

(b) Fifteen (15) Years of Full-Time Service for employees hired prior to January 1, 2009

The Group Insurance Program as negotiated will be provided for retirees, but not the spouse or dependents, from employee's date of retirement to age sixty-five (65), provided the employee had fifteen (15) years of full-time service at his normal or early retirement date and attained at least age fifty-five (55).

The Town will pay the full cost of the coverage in effect (Century Preferred PPO Plan). A spouse may be included at retiree's full cost, if paid in advance monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. The Town will continue to the full cost of the medical coverage upon employee's retirement unless employee has similar group coverage with a new employer. At age sixty-five (65), the Town will assume full cost of supplemental Medicare or Medicare Risk coverage per the retirees' choice, but not spouse; spouse may be included provided retiree pays full cost, in advance, monthly or quarterly.

(c) Ten (10) Years of Full-Time Service

Group Medical/Dental insurance benefits in effect (Century Preferred PPO Plan) will be continued for retirees, but not spouse or dependents, from the employee's date of retirement to Medicare Part A eligibility. In this case, the retiree will pay the full cost of this coverage. The retiree's payment must be received in advance, monthly or quarterly. A vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. This coverage will terminate if the employee has similar group coverage with a new employer. Upon Medicare Part A eligibility, the retiree may obtain supplemental Medicare coverage for retiree and spouse provided retiree enrolls in Medicare Part A and B. The retiree will assume full cost of the supplemental Medicare coverage and will pay in advance monthly or quarterly. Employees hired after January 1, 2009 will not be eligible for this benefit.

Section 9.

Retiree Medical Insurance Coverage for Employees Retiring On and After July 1, 2021.

(a) Twenty (20) Years of Full-Time Service and Attained Age 55

The Town will pay the full cost of group medical/dental insurance coverage in effect (HDHP with HSA) for the employee plus one thousand dollars (\$1000.00) in lieu of the employer's HSA contribution and fifty percent (50%) for the employee's spouse plus five hundred dollars (\$500.00) in lieu on the employer's HSA contribution upon employee's retirement from employee's date of retirement to Medicare Part A eligibility, unless the

employee has similar group coverage with a new employer. The retiree's payment must be received in advance, monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. Upon Medicare Part A eligibility, the retiree must enroll in Medicare Part A and B. The Town will assume full cost of supplemental Medicare coverage for retiree and one half (½) for the retiree's spouse provided retiree pays all costs, in advance, monthly or quarterly. If an employee dies his/her spouse may continue this benefit. Any employee hired after January 1, 2009 will not be eligible for this benefit.

(b) Fifteen (15) Years of Full-Time Service for employees hired prior to January 1, 2009

The Group Insurance Program as negotiated will be provided for retirees, but not the spouse or dependents, from employee's date of retirement to age sixty-five (65), provided the employee had fifteen (15) years of full-time service at his normal or early retirement date and attained at least age fifty-five (55).

The Town will pay the full cost of the coverage in effect (HDHP with HSA) plus one thousand dollars (\$1000.00) in lieu of the employer's HSA contribution. A spouse may be included at retiree's full cost, if paid in advance monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. The Town will continue to the full cost of the medical coverage upon employee's retirement unless employee has similar group coverage with a new employer. At age sixty-five (65), the Town will assume full cost of supplemental Medicare or Medicare Risk coverage per the retirees' choice, but not spouse; spouse may be included provided retiree pays full cost, in advance, monthly or quarterly.

(c) Ten (10) Years of Full-Time Service

Group Medical/Dental insurance benefits in effect (HDHP with HSA) will be continued for retirees, but not spouse or dependents, from the employee's date of retirement to Medicare Part A eligibility. In this case, the retiree will pay the full cost of this coverage. The retiree's payment must be received in advance, monthly or quarterly. A vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. This coverage will terminate if the employee has similar group coverage with a new employer. Upon Medicare Part A eligibility, the retiree may obtain supplemental Medicare coverage for retiree and spouse provided retiree enrolls in Medicare Part A and B. The retiree will assume full cost of the supplemental Medicare coverage and will pay in advance monthly or quarterly. Employees hired after January 1, 2009 will not be eligible for this benefit.

Section 10.

Group Medical/Dental Insurance upon Death of Employee.

- (a) In the event of an employee's death, the spouse may remain on the insurance program, paying the full cost of the premium.
- (b) Once the spouse of an employee who died while actively employed and who was covered under section (a) above become eligible for Medicare he/she shall transfer to the Town's Supplemental Medicare Insurance fifty percent (50%) of the premium cost, payable monthly in advance provided the spouse enrolls in Medicare Part A and B.

Section 11.

COBRA Continuation Coverage and HIPAA. The Town is in compliance with State and Federal laws.

- (a) Full group health insurance coverage for eligible employees and their dependents may be continued in force (in accordance with Federal COBRA regulations) for a specific statutory period of time for employees and/or dependents that would otherwise lose their coverage. Such coverage is subject to individual election by the employee and each dependent and is available at the Town's cost plus two percent (2%); payable monthly in advance.
- (b) Employees, who would otherwise lose their group health insurance coverage, and who are eligible for Medicare may also continue coverage of their individual group health insurance coverage (in accordance with COBRA regulations) for a specific statutory period of time and is available at the Town's cost plus two percent (2%); payable monthly in advance.
- (c) Notice of changed under HIPAA to COBRA Continuation Coverage under Group Health Plans (see Appendix C).

Section 12.

Group Life Insurance. \$20,000 in group life insurance is provided for all AFSCME employees. Basic benefit is doubled in the event of accidental death. Effective September 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 the Pension Plan participants, group life insurance in the amount of one and one half (1 ½) times salary is provided as part of Retirement Plan. This amount cannot exceed \$150,000 and is not subject to premium share.

Section 13.

Group Long Term Disability. AFSCME employees 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.

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

The Town will assume the full cost of this plan.

Section 14.

Group Short Term Disability. Short term disability insurance coverage for the employee providing a \$50.00 weekly maximum benefit for a maximum period of 26 weeks.

Section 15.

Change of Carriers/Funding Arrangements. The Town reserves the right to change insurance carriers or to self-insure, as long as the insurance 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 23 - CHILD-REARING LEAVE

Section 1.

An employee who is expecting a child, or whose spouse is expecting a child, may be granted in the Town's discretion, a long-term leave without pay or benefits not to exceed one (1) year for the purposes of child-rearing, starting as agreed to by the parties. The employee shall request such leave at least sixty (60) days prior to the anticipated commencement of such leave. Such leave shall be granted for a definite term, at the conclusion of which the employee shall return to work.

ARTICLE 24 - SENIORITY

Section 1.

Seniority shall be defined as the length of employment within the bargaining unit.

Section 2.

Seniority and all seniority rights shall be deemed lost only by the following:

- (a) Discharge.
- (b) Failure to respond to recall.

Section 3.

The employer shall prepare a list of employees showing their seniority in length of service and deliver the same to the Union upon request on or after January 1 of each year. The seniority list shall include the name, job title and seniority date of each employee in the bargaining unit.

Section 4.

The employer shall forward a Payroll Add-On Form to the Union President for new bargaining unit employees who work twenty (20) or more hours per week on an annualized basis and who are not members of another bargaining unit.

ARTICLE 25 - LAYOFFS

Section 1.

Layoffs shall occur by classification and labor grade from least senior to most senior:

- (a) Temporary or seasonal employees
- (b) Probationary employees
- (c) Part-time employees
- (d) Full-time employees

Section 2.

For the purposes of layoffs, temporary employees shall be defined as those employees who work less than sixty-five (65) days in any one (1) calendar year.

Section 3.

Any employee identified for layoff in Labor Grade II or above may bump the least senior employee in the lower labor grades provided the employee meets the qualifications of the position as set by the Town and has more seniority than the bumped employee. An employee who bumps to a lower salary grade shall be placed on the step closest to his/her current salary but not more.

Section 4.

Laid off employees and employees who have bumped to a lower grade shall be placed on a recall list in order of seniority for a period of two (2) years from the date of their layoff or the date they bumped to a lower labor grade.

Section 5.

Recall shall be in order of seniority from most senior to least senior provided the employee meets the qualifications of the position.

Section 6.

No new employee shall be hired into a position from which an employee was laid off or bumped until all employees on the recall list have declined the position offered.

Section 7.

Whenever a laid off employee and employees who have bumped to a lower grade shall be removed from the recall list when:

- (a) Two (2) years have elapsed since their layoff or their bumping to a lower grade; or
- (b) The employee declines a position in the same or higher classification and labor grade as the employee occupied prior to layoff or bumping.

Section 8.

For the purpose of this Article only, bargaining unit positions are grouped in classifications as listed in Appendix B.

Section 9.

An employee scheduled for layoff shall be given no less than two (2) weeks' notice or the equivalent in wages, if possible.

Section 10.

The Town will consult with the Union at least one (1) week prior to giving notice of layoffs.

ARTICLE 26 - DISCIPLINE

Section 1.

No employee shall be disciplined except for just cause.

Section 2.

All discipline, beyond an oral warning, shall be stated in writing, with reason given, and copies shall be provided to the employee and the Union President at the time of discipline.

Section 3.

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

ARTICLE 27 - DRUG TESTING

The Town and the Union hereby agree to the conditions and terms regarding the implementation of the Zero Tolerance Drug/Alcohol Policy, currently set forth in Appendix C of the Town of Rocky Hill Personnel Rules.

ARTICLE 28 - DURATION

Section 1.

This contract contains the full and complete agreement between the parties on all negotiable issues, and neither party shall be required during the term of this contract to negotiate on any issue, whether it is covered or not covered herein. However, if the parties voluntarily elect to enter into such negotiations, any agreement reached shall be reduced to writing, and upon ratification by both parties, shall become a part hereof.

Section 2.

In the event that any Federal or State Legislation, or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

Section 3.

This Agreement shall become effective upon ratification by both parties and shall remain in full force and effect thru June 30, 2028 and from year to year thereafter unless modified, as set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands this 7th day of May, 2024.

For The Town of Rocky Hill

**For The American Federation of State, County
and Municipal Employees, AFSCME, AFL-CIO,
Local 1303-112 of Council #4**



Ray Carpentino, Town Manager

5/7/24
Date



Patrick Sampson, Staff Representative

7 May 24
Date



Kristin Olzacki-Owen, President

May 7, 24
Date

APPENDIX A
WAGE SCHEDULE

Labor Grade 1		<u>Min</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>			
Start	07/01/23	48,441	49,211	49,981	51,568	53,196			
3.50%	07/01/24	50,137	50,933	51,730	53,373	55,058			
3.50%	07/01/25	51,892	52,716	53,541	55,241	56,985			
3.60%	07/01/26	53,760	54,613	55,469	57,229	59,037			
3.70%	07/01/27	55,749	56,634	57,521	59,347	61,221			
Labor Grade 2		<u>Min</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>			
Start	07/01/23	54,778	55,582	56,404	58,065	59,807			
3.50%	07/01/24	56,695	57,527	58,378	60,097	61,926			
3.50%	07/01/25	58,680	59,541	60,422	62,201	64,038			
3.60%	07/01/26	60,792	61,684	62,597	64,440	66,353			
3.70%	07/01/27	63,042	63,967	64,913	66,824	68,740			
Labor Grade 3		<u>Min</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>			
Start	07/01/23	56,211	57,062	57,914	59,649	61,440			
3.50%	07/01/24	58,179	59,059	59,941	61,736	63,591			
3.50%	07/01/25	60,215	61,126	62,039	63,897	65,817			
3.60%	07/01/26	62,383	63,327	64,273	66,198	68,186			
3.70%	07/01/27	64,691	65,670	66,651	68,647	70,709			
Labor Grade 4		<u>Min</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>			
Start	07/01/23	59,626	60,522	61,419	63,270	65,163			
Administrative Secretary	3.50%	61,713	62,641	63,569	65,485	67,444			
Technical Assistant II	3.50%	63,873	64,833	65,793	67,777	69,805			
Police Records Clerk II	3.60%	66,172	67,167	68,162	70,217	72,317			
Library Technician	3.70%	68,621	69,652	70,684	72,815	74,993			
Mini Bus Driver (after 7/1/16)									
Labor Grade 5		<u>Min</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>		
Start	07/01/23	63,027	63,980	64,940	66,884	68,898	70,962		
Administrative Assistant I	3.50%	65,233	66,220	67,213	69,225	71,309	73,445		
Technical Assistant III	3.50%	67,516	68,537	69,565	71,648	73,805	76,016		
Mini Bus Driver	3.60%	69,946	71,005	72,070	74,227	76,462	78,753		
Asst. Reg. of Vital Statistics	3.70%	72,534	73,632	74,736	76,973	79,291	81,666		
Labor Grade 6		<u>Min</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>		
Start	07/01/23	71,544	72,618	73,711	75,922	78,194	80,548		
Office Manager	3.50%	74,048	75,159	76,291	78,579	80,931	83,367		
Youth Services Counselor	3.50%	76,640	77,790	78,961	81,330	83,764	86,285		
Administrative Assistant II	3.60%	79,399	80,590	81,803	84,258	86,779	89,391		
	3.70%	82,336	83,572	84,830	87,375	89,990	92,699		
Labor Grade 7		<u>Min</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>		
Start	07/01/23	74,103	75,215	76,341	78,633	80,981	83,411		
Deputy Assessor	3.50%	76,696	77,847	79,013	81,385	83,816	86,330		
Deputy Tax Collector	3.50%	79,381	80,572	81,778	84,234	86,749	89,352		
	3.60%	82,238	83,472	84,722	87,266	89,872	92,569		
	3.70%	85,281	86,561	87,857	90,495	93,198	95,994		
Labor Grade 8		<u>Min</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Start	07/01/23	81,766	82,992	84,236	86,770	89,367	92,047	94,811	97,659
Senior Accountant	3.50%	84,628	85,897	87,185	89,807	92,495	95,269	98,130	101,077
Assistant Town Clerk	3.50%	87,590	88,904	90,236	92,950	95,732	98,603	101,564	104,615
	3.60%	90,743	92,104	93,485	96,296	99,178	102,153	105,221	108,381
	3.70%	94,101	95,512	96,944	99,859	102,848	105,933	109,114	112,391
Labor Grade 9		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>			
Start	07/01/23	88,308	92,599	96,890	101,214	105,506			
Administrator of Finance & Operations	3.50%	91,398	95,840	100,282	104,756	109,199			
	3.50%	94,597	99,194	103,791	108,423	113,021			
	3.60%	98,003	102,765	107,528	112,357	117,122			
	3.70%	101,629	106,568	111,506	116,514	121,455			

APPENDIX B

CLASSIFICATION OF BARGAINING UNIT POSITIONS FOR LAYOFF AND RECALL

LABOR GRADE	CLASSIFICATION	POSITION TITLE
I	A	Clerk/Receptionist Records Clerk I
II	B	Secretary I
III	C	Technical Assistant I
IV	D	Administrative Secretary Technical Assistant II Police Records Clerk II Mini-Bus Driver (employees hired after 7/1/16) Library Technician
V	E	Administrative Assistant I Technical Assistant III Assistant Registrar of Vital Statistics Mini-Bus Driver (employees hired before 7/1/16)
VI	F	Office Manager Youth Services Counselor Administrative Assistant II
VII	G	Deputy Assessor Deputy Tax Collector
VIII	H	Senior Accountant Assistant Town Clerk
VIII	I	Administrator to Finance & Operations

In July of 2024, Town will conduct a review of the following Grade 5 positions for the purpose of potential reclassification.

APPENDIX C

NOTICE OF CHANGES UNDER HIPAA TO COBRA CONTINUATION COVERAGE UNDER GROUP HEALTH PLANS

On August 21, 1996, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) was signed into law (Pub. L. 04-191). HIPAA Section 421 makes changes, described below; to three areas in the continuation coverage rules applicable to group health plans under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended. These three areas relate to the disability extension, the definition of qualified beneficiary and the duration of COBRA continuation coverage. These changes are effective beginning January 1, 1997, regardless of when the event occurs that entitles an individual to COBRA continuation coverage.

Section 421 (e) of HIPAA requires group health plans that are subject to COBRA to notify, by November 1, 1996, individuals who have elected COBRA continuation coverage of these changes. The Department is issuing this release to apprise employers and plan administrators of the changes in the continuation coverage rules made by HIPAA and to inform them of their obligation under HIPAA to notify qualified beneficiaries of such changes. Such notification must be given to qualified beneficiaries by November 1, 1996. The following is a discussion of the specific changes in the continuation coverage rules made by HIPAA.

Disability Extension: Under current law, if an individual is entitled to COBRA continuation coverage because of a termination of employment or reduction in hours of employment, the plan generally is only required to make COBRA continuation coverage available to that individual for 18 months. However, if the individual entitled to the COBRA continuation coverage is disabled (as determined under the Social Security Act) and satisfies the applicable notice requirements, the plan must provide COBRA continuation coverage for 29 months, rather than 18 months. Under current law, the individual must be disabled at the time of the termination of employment or reduction in hours of employment. HIPAA makes changes to the current law to provide that, beginning January 1, 1997, the disability extension will also apply if the individual becomes disabled at any time during the first 60 days of COBRA continuation coverage. HIPAA also makes it clear that, if the individual entitled to the disability extension has non-disabled family members who are entitled to COBRA continuation coverage, those non-disabled family members are also entitled to the 29 month disability extension.

Definition of Qualified Beneficiary: Individuals entitled to COBRA continuation coverage are called qualified beneficiaries. Individuals who may be qualified beneficiaries are the spouse and dependent children of a covered employee and, in certain cases, the covered employee. Under current law, in order to be a qualified beneficiary, an individual must generally be covered under a group health plan on the day before the event that causes a loss of coverage (such as a termination of employment, or a divorce from or death of the covered employee). HIPAA changes this requirement so that a child who is born to the covered employee, or who is placed

for adoption with the covered employee, during a period of COBRA continuation coverage is also a qualified beneficiary.

Duration of COBRA Continuation Coverage: Under the COBRA rules there are situations in which a group health plan may stop making COBRA continuation coverage available earlier than usually permitted. One of those situations is where the qualified beneficiary obtains coverage under another group health plan. Under current law, if the other group health plan limits or excludes coverage for a preexisting condition of the qualified beneficiary, the plan providing the COBRA continuation coverage cannot stop making the COBRA continuation coverage available merely because of the coverage under the other group health plan. HIPAA limits the circumstances in which plans can apply exclusion for preexisting conditions. HIPAA makes a coordinating change to the COBRA rules so that if a group health plan limits or excludes benefits for preexisting condition but because of the new HIPAA rules those limits or exclusion would not apply to (or would be satisfied by) an individual receiving COBRA continuation coverage, then the plan providing the COBRA continuation coverage can stop making the COBRA continuation coverage available. The HIPAA rules limiting the applicability of exclusions for preexisting conditions become effective in plan years beginning on or after July 1, 1997 (or later for certain plans maintained pursuant to one or more collective bargaining agreements).

Effect of this Release: As noted above, the Department is issuing this release to advise employers and plan administrators of their obligation to notify, by November 1, 1996, qualified beneficiaries of these statutory changes. The Department, as matter of enforcement policy, will deem that supplying qualified beneficiaries with a written copy of the information described above (or with a copy of this release) constitutes compliance with the notice requirement in Section 421 (e) of HIPAA if this information is sent to each qualified beneficiary by first class mail at the last known address of the qualified beneficiary by November 1, 1996.

APPENDIX D
CENTURY PREFERRED PPO PLAN

Employees will continue enrollment in the Century Preferred PPO Plan until June 30, 2021, 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 E
**HIGH DEDUCTIBLE HEALTH PLAN (HDHP) WITH
HEALTH SAVINGS ACCOUNT (HSA)**

Effective July 1, 2021, 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 F
DENTAL PLAN

CO-PAY DENTAL

The Co-Pay Dental plan covers diagnostic, preventative 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

Administrative Assistant I, 18, 33, 34
 Administrative Assistant II, 33, 34
 Administrative Secretary, 33, 34
 Assistant Town Clerk, 18, 33, 34
 Asst. Reg. of Vital Statistics, 33
 bereavement, 11
 carry-over, 9
 Clerk/Receptionist, 33, 34
 COBRA, 3, 27, 35, 36
 compensation, 12, 17, 24
 contractors, 8
 deductions, 5
 Defined Benefit, 17
 Defined Contribution, 17
 Dental, 24, 25, 26, 27, 39, 40
 department head, 9, 10
 Deputy Assessor, 18, 33, 34
 discipline, 20, 30
 Drug/Alcohol Policy, 31
 emergency, 39
 fees, 4, 5, 6, 21
 Fire, 20
 FMLA, 13, 14
 funeral, 11
 grievance, 4, 5, 6
 HDHP, 3, 23, 26, 38
 holidays, 16, 17
 HRA, 23
 HSA, 3, 23, 26, 38
 Human Services, 20
 insurance, 7, 12, 18, 22, 23, 24, 25, 26, 27, 28, 40
 jury duty, 10
 layoffs, 29, 30
 leave of absence, 11, 12
 Library, 7, 20, 33, 34
 Library Assistant, 33, 34
 longevity, 8
 Medicare, 25, 26, 27
 meeting minutes, 20
 membership dues, 4
 Mini Bus Driver, 33
 Office Manager, 33, 34
 part-time, 16, 17
 pension, 8, 17
 personal days, 10
 personnel file, 22, 31
 Personnel Rules, 31
 Police Department, 10, 20
 Police Records Clerk II, 33, 34
 PPO, 3, 23, 25, 37
 pregnancy, 13
 premium share, 14, 23, 27, 28
 probationary period, 8
 qualifications, 7, 29, 30, 40
 qualifying event, 24
 Records Clerk I, 33, 34
 retirement, 17, 25, 26
 salary, 4, 7, 17, 18, 22, 24, 28, 29
 Secretary I, 33, 34
 Senior Accountant, 33, 34
 seniority, 8, 9, 10, 11, 19, 29, 30
 sick leave, 6, 11, 12, 13, 28
 spouse, 13, 25, 26, 27, 28, 35
 straight time, 16
 Technical Assistant, 18, 33, 34
 Technical Assistant II, 33, 34
 Technical Assistant III, 18, 33, 34
 Town, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34
 Town Hall, 7, 16, 17, 20
 Town Manager, 4, 5, 9, 10, 11, 12, 16, 17, 21, 22, 32
 training, 21, 22
 tuition reimbursement, 21
 Union, 4, 5, 6, 7, 19, 20, 29, 30, 31
 Union President, 7, 20, 29, 30
 vacancies, 20
 vacancy, 7
 vacation, 7, 9, 10, 13
 wage, 17, 24
 work week, 8, 16
 Workers' Compensation, 7
 Youth Services Counselor, 4, 33, 34