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**TOWN OF PLAINVILLE**

**AND**

**PLAINVILLE TOWN HALL CLERICAL/LIBRARY/DISPATCH EMPLOYEES**

**LOCAL 1303-472 OF COUNCIL #4**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

**AFL-CIO**

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**COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2022 - June 30, 2025**

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## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
Article I	- Recognition	1
Article II	- Town Rights and Responsibilities	1
Article III	- No Strike - No Lockout	2
Article IV	- Dues Deduction and Union Security	2
Article V	- Seniority	4
Article VI	- Hours and Overtime	7
Article VII	- Holidays	9
Article VIII	- Leave	10
	Sickness and Injury Leave	12
	Death in Family	13
	Jury Leave	14
	Maternity Leave	14
	Military Leave	14
	Union Business Leave	15
	Personal Leave	15
Article IX	- Disciplinary Procedure	15
Article X	- Grievance Procedure	16
Article XI	- Insurance and Pension	18
Article XII	- Working in Another Classification	23
Article XIII	- General	23
Article XIV	- Rates of Pay	25
Article XV	- Savings Clause	26
Article XVI	- Duration	26
Appendix A	- Wage Rates and Grades	28

THIS AGREEMENT entered into by and between the TOWN OF PLAINVILLE State of Connecticut (hereinafter referred to as the "Town") and LOCAL 1303-472 OF COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "UNION") effective July 1, 2019, has as its purpose the promotion of harmonious relations between the Town and Union; the establishment of an equitable and peaceful procedure for the resolution of differences; more effective service in the public interest; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment as provided for by the General Statutes of the State of Connecticut.

## **ARTICLE I** **RECOGNITION**

**Section 1.0.** The Town hereby recognizes the Union as the exclusive collective bargaining agent, for the purpose of collective bargaining in respect to rates of pay, hours, wages, hours of employment and other conditions of employment for the unit consisting of all employees who work for the Town Hall, Police Dispatchers, Recreation, Public Library and, excluding supervisory and confidential employees as defined in the Act, but including employees otherwise eligible to vote, employed by the Town of Plainville.

## **ARTICLE II** **TOWN RIGHTS AND RESPONSIBILITIES**

**Section 2.0.** It is recognized that the Town, through its Town Manager, has and will continue to retain all the rights, authority and responsibilities heretofore held by the Town, by virtue of any statutory and Charter provisions, ordinances, regulations or other lawful provisions,

over the direction of the operations, practices, procedures and regulations with respect to the bargaining unit employees, except those specifically abridged or modified by this agreement.

**Section 2.1.** Such rights and responsibilities shall include, but not be limited to, the following: determine the standards of services to be offered by the Town employees; determine the standards of selection for Town employment; direct its employees; take disciplinary action; hire, assign transfer, promote or layoff its employees; issue and enforce rules and regulations; determine work schedules and hours; determine the content of job classifications; and fulfill its responsibilities to the citizens of Plainville.

**Section 2.2.** Action with respect to such rights and responsibilities are not subject to review, except as they are specifically provided for in this Agreement.

**Section 2.3.** The Town and the Union agree that there shall be no discrimination against any employee because of race, color, religion, age, political affiliation, physical handicap, sex, national origin, or union membership or lack thereof.

### **ARTICLE III** **NO STRIKE - NO LOCKOUT**

**Section 3.0.** The Union agrees that it will not call or support any strike, work stoppage, work slowdown or any other action against the Town that would impede the proper functioning of the Town government and the public safety of the community. The Town agrees that it will not lock out any employees at any time.

### **ARTICLE IV** **DUES DEDUCTION AND UNION SECURITY**

**Section 4.0. Deduction of Union Dues** The Town agrees to deduct bi-weekly dues from the pay of those employees who individually request in writing that such deductions be made. The



amounts to be deducted shall be certified to the Town by the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to AFSCME, Council 4, by the last payday of the current month after such deductions have been made. The itemized statement shall include the employee's name, address and amount of dues deducted.

The Union agrees to indemnify and to save and hold the Town harmless from any claim, liability, loss or damage incurred or arising out of this Union Security Article or its implementation.

**Section 4.1.** The Town agrees to deduct from the pay of bargaining unit members who authorize such deductions from their wages, such amounts as each individual employee wishes to contribute per pay period to the National People Committee of AFSCME. It is understood that such contributions are voluntary and are not required as a condition of employment. The Union shall provide the Town authorization for payroll deductions signed by the employee, with the deduction amount per pay period clearly indicated. The Town agrees that the total amount deducted, along with a list of names of contributors and individual contributions, shall be forwarded to Council 4 AFSCME on a monthly basis. Checks for such amounts shall be made payable to the National People Committee.

**Section 4.2.** The Town will provide each employee with an electronic copy as well as a printed copy of this Agreement, within thirty (30) days after the date of the signing of this Agreement. New employees will be provided with an electronic copy as well as a printed copy of this Agreement at the time of hire. Five (5) signed copies will be sent to the Council #4 office, as well as an electronic workable copy, by the Town within thirty (30) days after the signing of this Agreement.

## **ARTICLE V** **SENIORITY**

**Section 5.0. Seniority** Seniority is hereby defined as the employee's continuous length of service with the Town of Plainville. Seniority shall be considered broken, and the employee shall forfeit all rights and benefits under this Agreement, for such reasons as resignation or separation; discharge; layoff of more than two (2) years or the employee's accumulated seniority, whichever is less; overstaying a leave of absence, taking a leave of absence for the purpose of working at another occupation and disability or illness for a period exceeding the available leave of absence. Seniority shall not be considered broken because of absence due to authorized leave, workers' compensation, vacation or layoff of less than two (2) years.

**Section 5.1. Probation** New employees shall serve a probationary period of one hundred and fifty (150) calendar days of employment, during which they shall attain no seniority rights under this Agreement. During such probationary period, the employee may be terminated at the sole discretion of the Town for any reason whatsoever, and in such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon satisfactory completion of the employee's probationary period, seniority shall date back to the original date of employment.

**Section 5.2. Employee List** The Town shall prepare a list of employees within the Bargaining Unit showing seniority in length of service with the Town and deliver same to the Union on January 30 of each year. Unless mistakes are brought to the attention of the Town Manager within fifteen (15) days of the delivery of the list, the list shall be considered to be correct.

**Section 5.3. Vacancies** When a vacancy in the Bargaining Unit exists or new positions are created which are to be filled, the Town shall furnish the Union president with such openings and he/she shall upon receipt post such vacancy in every building where unit employees work for a period of five (5) working days and interested employees may make a written application within such posting period. The most qualified employee applicant shall be given the first opportunity to fill a vacancy in a bargaining unit position. In assessing an applicant's qualifications for a position, the Town shall consider the person's skill, knowledge, experience, prior job performance, and any other relevant factors the Town reasonably believes to be applicable to the position. In the event that two or more employees are equally qualified and determined to be the most qualified applicants, the Town shall appoint the most senior candidate. In the event there are no qualified applicants, the job will be filled from outside available sources. Any employee moved to any job under the above procedures shall serve an additional sixty (60) day probationary period.

- A. During this time the Town, under its sole discretion, shall be able to return the employee to the former job and rate of pay in the event he or she fails to demonstrate the ability to do the job.
- B. If during the probationary period the employee decides not to remain in the position, he or she may return to the formerly held position.
- C. In such cases, the employee shall retain all seniority rights of his or her former job.

**Section 5.4. Workforce Reduction** In the event there is a reduction in or proposed reduction in the number of employees or work hours, the employee with the least seniority in the job group affected shall be laid off first. The Town shall notify the Union President as soon as practical, but in no event, less than forty eight (48) hours prior to the time affected employees are notified. The Town shall notify the least senior employee within the affected group at least fourteen (14) calendar days before the effective date of the layoff.

**Section 5.5. Layoff** The layoff of employees covered by this Agreement shall be by

inverse order of hiring by classification within group and recall shall be by seniority within group. In order to administer this layoff article, group shall be defined as follows: Finance and General; Police Dispatchers; Library; and Recreation. The Town shall follow these guidelines when administering a layoff within a group:

- A. Temporary and seasonal employees;
- B. Probationary employees - part-time before full time;
- C. Regular part-time employees before regular full time;
- D. Full time employees with the least seniority first.

An employee who receives such notice may elect in writing, within seven (7) calendar days thereafter, to bump into a lower job classification within the group, provided that the employee has more seniority than the least senior employee within that group. The employee to be bumped shall have the same bumping rights positions held by less senior employees in a same or lower job classification within that group, provided that such bumping rights are exercised prior to the initial date of layoff. Employees exercising their bumping rights shall have thirty (30) working days to demonstrate ability to perform essential duties in the lower classification.

**Section 5.6. Recall** Employees who are laid off or bumped into a lower job classification under this Article shall have recall rights as follows:

- A. The affected employee shall notify the Town Manager in writing at the time of lay off that he/she requests placement on a recall list.
- B. Employees who are bumped to a lower job classification shall have recall rights to return to his/her former job classification. When an employee is bumped to a lower job classification, he/she shall be placed on the appropriate pay scale and step that represents the least reduction to the pay of the employee.
- C. For a period of two (2) years, the affected employee shall have the right to be recalled to the job within the group from which he/she was laid off, if a position should become vacant or be reinstated or to a position in a lower job if qualified.

- D. No person shall be newly employed within the group in a job classification within that group in which an employee is still on lay off with recall rights. An employee who declines an offer of re-employment to their former position shall forfeit recall rights. Failure to respond to a notice of re-employment within five (5) working days after receipt of notice shall be deemed a refusal to accept re-employment.

**Section 5.7. Transfers** Transfer of employees between departments may be initiated by the Town Manager. In making personnel transfers, the needs and the interest of the affected parties shall be taken into account, but the interests of the Town and its operations will be the primary consideration in making personnel transfers. Such transfers shall be considered as lateral transfers only and will not result in a change in the hourly rate of pay to affected employees.

## **ARTICLE VI** **HOURS AND OVERTIME**

**Section 6.0. Town Hall** Employees within the Town Hall Group shall work a 35 hour week, Monday through Friday as their regular work week. For any work performed in excess of seven (7) hours in a day or thirty-five (35) hours in a week, but not in excess of forty (40) hours per week, such employees shall be paid their regular hourly rate of pay. For work performed in excess of forty (40) hours per week, such employees shall be paid one and one-half times their regular hourly rate of pay.

### **Section 6.1. Dispatchers**

- A. Dispatchers within the Police Department shall work a forty hour work week. Shift hours of dispatchers in the Police Department shall remain as under current practice. Dispatchers shall bid their shifts by seniority and such bid shall be for six (6) consecutive work weeks as long as consistent with the operating needs of the Department. For work performed in excess of eight (8) hours a day or forty (40) hours per week, such employees shall be paid one and one-half times his/her regular hourly rate of pay.

- B. For employees in the Police Dispatcher Group, the work day and week shall include a paid thirty (30) minute meal period.

**Section 6.2. Library**

- A. Employees within the Library Group shall work a thirty-five (35) hour week, Monday through Saturday, with the exception of July and August when the work week is Monday through Friday, as their regular work week. For any work performed in excess of seven (7) hours in a day or thirty-five (35) hours in a week, but not in excess of Forty (40) hours per week, the employees shall be paid their regular rate of pay. For work performed in excess of forty (40) hours in a week such employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay.
- B. Should any employee in the library group be scheduled to work the day after Thanksgiving or on a Saturday of a three or four day holiday weekend, such employee shall be paid at the amount of one and one-half (1 ½) times his/her regular hourly rate of pay for those hours worked, and shall not be required to take another day off during that week.

**Section 6.3.** Overtime work shall be divided as equally as efficient operations permit among employees. A record of overtime work will be maintained by the Town and will be available for examination upon reasonable request.

**Section 6.4.** When any employee is called to work outside his/her regularly scheduled working hours, he/she shall be paid from the time called in providing he/she clocks in within one-half (1/2) hour after the call-in. There shall be a three (3) hour minimum in all call-in situations.

**Section 6.5.** The Town shall have the right to reduce the workweek from five (5) to four (4) workdays, provided that employees whose work week is so reduced, as determined by the Town, shall continue to work the same number of hours each week. For employees whose days are reduced from five (5) to four (4), all PTO time shall be allocated on an hourly basis.



## **ARTICLE VII** **HOLIDAYS**

**Section 7.0.** The following days in each year shall be observed as paid holidays

when they fall on a normal work day:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Day After Thanksgiving Day
Washington/President Day	Labor Day	1/2 Day Before Christmas Day
Good Friday	Columbus Day	Christmas Day
Veteran's Day	1/2 Day Before New Year's Day	

For holidays occurring on a Saturday, Friday shall be observed as the holiday and for holidays occurring on a Sunday, Monday shall be observed as the holiday.

**Section 7.1. Dispatchers** Members of the Police Dispatcher Group shall be granted these holidays in the form of compensatory time and members of the group who are on vacation or regular day off shall, in addition, receive a compensatory day off, except that the Day After Thanksgiving shall not be considered a holiday, but Easter Sunday shall be considered a holiday. Dispatchers who work on New Year's Day, Good Friday, Easter Sunday, Memorial Day, July 4<sup>th</sup> and Labor Day shall be paid time and one-half (1 1/2) times their hourly rate for all hours worked, and shall receive a compensatory day off. Dispatchers who work Thanksgiving and Christmas, shall be paid two (2) times their hourly rate for all hours worked, and shall receive a compensatory day off.

**Section 7.2.** In order to qualify for holiday pay, the employee must work a full scheduled day or be on approved leave on those work days immediately preceding and following the holiday. Failure to meet this requirement will result in forfeiture of holiday pay. Should any employee in other than Police Dispatcher Group be called in to work on a holiday, they shall receive pay in the amount of time and one-half times the normal hourly rate of pay in addition to

the holiday pay for the actual number of hours worked with a minimum of three (3) hours. With the approval of the Town Manager employees will have the option of requesting equivalent time off providing said time is equal to equivalent overtime pay.

**Section 7.3.** For purposes of computing holiday premium pay, the holiday shall be the day on which the holiday is observed as per Section 7.0 of this Article.

**Section 7.4. Perfect Attendance** In addition to the holidays provided above, if any employee shall have a perfect attendance record during a calendar quarter, i.e., January-March, April-June, July-September, October-December, he/she shall receive one (1) additional day off. Absence for vacation, personal days, funerals or jury leave will not mar perfect attendance; absence for sick leave, suspension and tardiness of more than five (5) total minutes per calendar quarter will mar perfect attendance within any one quarter. Extra days earned under this provision shall be taken at a time mutually agreeable between the Town and the employee. Days earned in this manner must be utilized in the fiscal year earned with the exception of any day earned in the three-month period ending June 30th.

## **ARTICLE VIII** **LEAVE**

### **Section 8.0. Vacation Leave**

- A. Vacation periods not exceeding three (3) weeks in duration may be selected by the employees according to seniority by group consistent with the needs of the Town.
- B. Vacation periods in excess of three (3) weeks may be granted with prior approval of the Town Manager.
- C. Effective the 2014-15 contract year and thereafter - **Employees hired prior to August 1, 1995** shall be granted time off with pay for vacations according to the following schedule:



- |     |                                     |   |
|-----|-------------------------------------|---|
| (1) | After completing 1 year's service:  | 10 days   |
| (2) | After completing 5 year's service:  | 15 days   |
| (3) | After completing 10 year's service: | 20 days   |
| (4) | After completing 20 year's service: | 1 additional day per year until five (5) additional days are reached. |

Said vacation shall be determined and accrued as of the employee's anniversary date of hire.

- D. Effective the 2014-15 contract year and thereafter - **Employees hired on or after August 1, 1995** shall be granted time off with pay for vacations according to the following schedule:

- |     |                                       |         |
|-----|---------------------------------------|---------|
| (1) | After completing 1 year service:      | 10 days |
| (2) | After completing 7 year's service:    | 15 days |
| (3) | After completing 15 years of service: | 20 days |

Said vacation shall be determined and accrued as of the employee's anniversary date of hire.

- E. Seniority by group shall prevail in the selection of vacation. A vacation schedule shall be posted by the Town Manager, or his agent, no later than April 1st of each year. Employees shall indicate their preference of vacation time no later than the last day of April of each year. Employees not signing this list by the required time shall relinquish their right of seniority in selecting their vacation.
- F. Each employee shall be required to take their vacation during the year. Vacation may not be accumulated or carried over to the next year without prior approval of the Town Manager. The Town will allow an employee to carry over up to 5 vacation days into the next year.

For the 2014-15 contract year and thereafter, the vacation period shall be the one year period in between the employee's employment anniversary date and each employee shall be required to take their vacation during that year. Vacation may not be accumulated or carried over to the next year following the employee's anniversary date of hire without prior approval of the Town Manager. The Town will allow an employee to carry over up to 5 vacation days into the next year following the employee's anniversary date of hire.

- G. When a holiday occurs during a regular vacation, such holiday shall not be charged to the employee's earned vacation time.

- H. An employee who is separated, discharged or retired from the Town service shall be paid the total of their accrued vacation leave prior to the date of such separation, discharge or retirement.
- I. In the event of the death of an employee, the employee's accrued vacation shall be paid to the employee's dependents and/or survivors.
- J. The minimum vacation period which may be taken at any one time is two (2) hours (one quarter of a workday) for employees working forty (40) hours per week and one and three-quarters (1¾) hours (one quarter of a workday) for employees working thirty-five (35) hours per week.
- K. Vacation pay is equal to the employee's regular straight time rate of pay times the number of hours in a normal work week.

#### **Section 8.1. Sickness and Injury Leave**

Employees on the payroll as of July 1, 1991 shall earn fifteen (15) days of paid sick leave.

Employees hired after July 1, 1991 shall earn twelve (12) days of paid sick leave.

- A. An employee may be absent from work with pay during such period as actual illness or injury prevents him/her from performing his/her duties. Each such absence will be supported by a physician's statement if absence exceeds three (3) days unless waived by the Town due to the nature of the illness or injury. In order for an absence to be counted as a sick leave day, an employee shall notify the designated person or office no later than 1/2 hour before his/her normal time for reporting to work.
- B. For employees on the payroll as of July 1, 1991, the annual sick leave allowance shall be credited to each such employee at the rate of one and one-quarter (1 1/4) working days per month, which may be accumulated up to one hundred and fifty (150) working days. For employees hired after July 1, 1991, the annual sick leave allowance shall be credited to each such employee at the rate of one and one (1) working days per month, which may be accumulated up to one hundred and twenty (120) working days.
- C. Sick leave shall be taken in minimum blocks of one-fourth (1/4) day. If the Town should feel at its sole discretion that any employee is abusing sick leave, it may require the employee to present a medical statement for use of sick leave provided that the Town has notified the employee prior to the illness or injury.
- D. Any employee absent from work because of injury sustained in the course of his/her work, for which he/she is entitled to compensation under the Worker's Compensation Act, shall have the payment supplemented by the Town in an amount equal to the difference between amount of the employees regular straight time and the amount of Worker's Compensation received by the employee. Said payment by the Town shall

be paid during the time of said illness or injury and, in no case, shall exceed one (1) year. If the Town shall have paid the employee an amount greater than said difference, such employee shall pay over and assign to the Town the appropriate amount of Worker's Compensation payments received by the employee. Lump sum Worker's Compensation payments for indemnification to the employee for permanent injuries received by him/her shall not be paid over or assigned to the Town.

- E. Time lost for Worker's Compensation injuries shall not be counted against sick leave.
- F. Employees may use sick leave if a member of the employee's family is so ill as to require the employee's presence at home. For this type of use of sick leave, the Town may require at its discretion appropriate affidavits by a physician.
- G. In the event of an employee's death, his/her spouse and/or children will receive, on the basis of the employee's current regular wages, one (1) day's pay for every one (1) day of unused sick leave.
- H. Upon retirement, said employee shall receive, on the basis of his/her current regular pay, one (1) day's pay for every three days (3) of unused sick leave.
- I. When an employee has depleted his/her accumulated sick leave allowance, the Town Manager may authorize a loan of sick leave to be repaid when the employee's sick leave has accumulated to five (5) days. Requests of this type must be in writing.
- J. Any employee covered by this Agreement who is laid off shall be paid, on the basis of his/her current regular pay, one (1) day's pay for every three (3) days of unused sick leave accumulated at the time of the layoff.

#### **Section 8.2. Death in Family**

- A. In the event of a death in the immediate family, special leave of five (5) working days with pay, from the date of death, shall be granted an employee in the event of death of his/her spouse/domestic partner, child, father or mother.
- B. Special leave of three (3) working days with pay, from the date of death, shall be granted an employee in the event of death of his/her sister, brother, father-in-law, mother-in-law, grandchild or relative domiciled in the employee's household.
- C. Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her grandmother, grandfather, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

- D. Under extenuating circumstances, two (2) additional days with pay may be granted under Section 3 A, B and C above, with the written approval of the Town Manager.

### **Section 8.3. Jury Leave**

Any employee called to Jury Duty shall be paid the difference between the employee's regular base rate of pay and the fee received for serving as a juror. An employee called to jury duty shall furnish the Town with a notice to serve and evidence of attendance.

### **Section 8.4. Maternity Leave**

- A. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, shall be treated as temporary disabilities for all job related purposes.
- B. Accumulated sick leave shall be available for use during period of such disability at the employee's option. Unpaid disability leave beyond accumulated sick leave shall be available for such reasonable period of time as a female employee is determined by the physician to be disabled from performing her job because of pregnancy or conditions attendant thereto, and in no case, shall exceed six (6) months duration. The Town shall have the right to obtain such determination from a physician of its own choice at no cost to the employee.
- C. During this leave of absence, the employee shall continue to accrue seniority, re-employment rights and continuation of medical insurance.
- D. Any employee who becomes pregnant shall notify the Town Manager at least three (3) months prior to expected delivery. Said leave will begin when, in the opinion of the doctor, she is physically unable to work and will end when, in the opinion of the doctor, she is physically able to return to work, but in no case shall exceed six (6) months.

### **Section 8.5. Military Duty**

- A. Any regular employee who leaves the service of the Town to join the military forces of the United States during time of war or national emergency, or who is inducted by the Selective Service, shall be granted an unpaid leave of absence, with accumulation of seniority and re-employment rights provided under applicable statutes.
- B. Any regular employee who is required to serve on active military reserve duty shall be granted up to two (2) weeks leave, not charged to any other type of leave. During this period, the employee shall be paid the difference between his/her regular rate of Town pay and military pay.

#### **Section 8.6. Union Business Leave**

- A. The members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purposes of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.
- B. Two (2) members of the Union Grievance Committee plus the Grievant shall be granted leave from duty with full pay for all meetings between the Town and the Union through arbitration, for the purposes of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.
- C. Officers of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for the bargaining unit for the purpose set forth in this section, shall not exceed an aggregate of ten (10) working days in any fiscal year.
- D. The Town Manager upon his written approval may extend the provision of Subsection "C" by adding no more than three (3) days within any fiscal year.

#### **Section 8.7. Personal Leave**

- A. The Town shall provide three (3) personal days each fiscal year to bargaining unit employees but when used, such days will no longer be deducted from sick leave. Such days are non-cumulative meaning they must be used each fiscal year and if not used shall be forfeited. Any employee hired after the signing of the 2016-19 Agreement shall be granted personal leave at the time of hire on a prorated basis from the date of hire.

### **ARTICLE IX** **DISCIPLINARY PROCEDURE**

**Section 9.0.** No employee covered under terms of this Agreement shall be disciplined, including suspended, dismissed or demoted except for just cause.

**Section 9.1.** Any suspension or discharge shall be stated in writing, including reasons for such action and a copy given to the employee and Union as soon as possible after such suspension or discharge.

**Section 9.2.** Discipline shall normally adhere to the following pattern:

- A. Oral Warning
- B. Written Warning
- C. Suspension without pay
- D. Discharge

This does not preclude the Town from immediate suspension or discharge.

**Section 9.3.** In the event of a discharge, the matter shall be referred to Step 3 of the grievance procedure.

## **ARTICLE X** **GRIEVANCE PROCEDURE**

**Section 10.0.** A grievance is defined as any complaint or request of any employee or the Union which involves the interpretation or application of or compliance with any provision of this Agreement. A grievance must be in writing, and of such form as agreed to by the Town and the Union. Said grievance shall state in what manner the contract was misinterpreted or misapplied.

**Section 10.1.** Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may process the grievance from the next succeeding step following that which the employee has utilized. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

- A. **STEP ONE.** Any employee or the Union who has a grievance shall reduce the grievance to writing and submit it within fifteen (15) working days from the date of the occurrence to the Head of the Department who shall use his/her best efforts to settle the dispute. The Department Head's decision shall be submitted in writing to the aggrieved employee and his/her representative, within ten (10) working days of receipt of the grievance.



- B. STEP TWO. If no agreement is reached with the decision rendered by the Head of the Department, the Union shall submit the grievance in writing within seven (7) working days to the Town Manager. The Town Manager or his/her designee shall convene a meeting within thirty (30) calendar days of the submission of the grievance and shall respond in writing within ten (10) working days of the meeting, which time limit may be extended at the request of the Town Manager or his/her designee. The Town Manager shall render his decision in writing to the aggrieved employee and his/her representative.
- C. STEP THREE. If no agreement is reached with the decision rendered by the Town Manager, the Union may submit the grievance to arbitration to the Connecticut State Board of Mediation and Arbitration ("Board") within fifteen (15) working days after receipt of the written decision of the Town Manager. As described below, the parties may mutually agree to mediation services prior to the grievance arbitration hearing. The arbitration hearing shall be before a panel of arbitrators and the decision rendered by the arbitrator shall be final and binding upon both parties. The Town shall have (fifteen) 15 working days from its receipt of notice from the union of the union's filing for arbitration within which to elect to have the grievance arbitrated through the American Arbitration Association, expedited procedures, except that either party shall be allowed to file a brief. If the Town elects such forum, it shall pay all costs of the Association and the Arbitrator. The decision rendered by the Arbitrator shall be final and binding upon both parties.
- D. MEDIATION. The mediation services of the Board may be used after the second step above, provided both parties mutually agree. A request for mediation shall be filed with the Board by the employee or his/her representative within five (5) working days after receipt of the written decision of the Town Manager.
- E. MEETINGS. If either of the parties related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and, if satisfactory to the other party, a meeting shall be promptly scheduled. Such procedure shall not extend the time limitations above.
- F. REPRESENTATION. The employee, the Union or the Town shall have the right, at his/her or its own expense, of choice of representation whenever representation is desired.

Section 10.2. In the event of a discharge, the matter shall be referred to Step three of the grievance procedure.

**ARTICLE XI**  
**INSURANCE AND PENSION**

**Section 11.0. Life Insurance** The Town shall provide and pay for a life insurance policy covering the base salary of all regular employees who have completed their probationary period. The Town shall also furnish such regular employees with an accidental death and dismemberment policy equivalent to an employee's base salary, up to a maximum of \$100,000. Coverage amounts will be reduced in conformance with an ADEA reduction schedule.

**Section 11.1. Medical/Dental Insurance** The only medical insurance plan offering shall be the State of Connecticut Partnership 2.0 Plan ("SPP"), including any subsequent amendments or modifications made to the SPP by the State and its employee representatives, or one that is comparable in accordance with the contract terms. The premium rate, terms and administration of the SPP shall be as established by the SPP and any changes to those shall be applicable to all bargaining unit employees.

The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee insured. No portion or percentage shall be paid by the Town. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration. The Union shall hold the Town harmless for any errors the SPP administrators may make in administering the HEP.

In the 2022-2023 contract year, employees will contribute the first nineteen percent (19%) of the premium or premium equivalent costs of medical insurance benefits elected. In addition to



the first nineteen percent (19%) of premium or premium equivalent costs, employees shall be responsible for paying fifty percent (50%) of any increases in premium costs in excess of twelve and one-half percent (12.5%) that may be incurred from the prior year.

During the 2023-2024 contract year, employees will contribute the first nineteen- and one-half percent (19.5%) of the premium or premium equivalent costs of medical insurance benefits elected. In addition to nineteen- and one-half percent (19.5%) of premium or premium equivalent costs, employees shall be responsible for paying fifty percent (50%) of any increases in premium costs in excess of twelve and one-half percent (12.5%) that may be incurred from the prior year

During the 2024-2025 contract year, employees will contribute the first twenty percent (20%) of the premium or premium equivalent costs of medical insurance benefits elected. In addition to the twenty percent (20%) of premium or premium equivalent costs, employees shall be responsible for paying fifty percent (50%) of any increases in premium costs in excess of twelve and one-half percent (12.5%) that may be incurred from the prior year

Employees shall contribute towards the cost of individual employee Delta Dental Plan dental insurance premiums at the same rate as they contribute towards the cost of employee medical insurance premiums as set forth above, as those premium cost shares may change from year to year. Dependent coverage will be made available at the employee's expense.

Employees shall have the opportunity to enroll in the vision care benefits offered through EyeMed, at full cost to the employee.

Should alternative health insurance become available through the State of Connecticut, the Federal government, or a similar pooling concept which would provide comparable coverage in terms of level of benefits, number of providers, and at a lower cost to the Town and employees, then at the request of either the Town or the Union the parties shall meet to discuss possible

inclusion into such a plan. Such a discussion shall not constitute a contract reopener under the Municipal Employee Relations Act ("MERA").

**Section 11.2. Insurance Waiver** Employees who are eligible to receive health insurance benefits may elect to waive any such coverage in writing and in lieu thereof receive a yearly sum for non-participation to be paid in one installment as follows: \$1,000 for waiver of individual coverage; \$1,500 for waiver of employee plus one coverage; and \$2,000 for waiver of family coverage. Employees may elect to make such waiver at any time by notifying the Town in writing that he/she is canceling his/her participation and coverages and the participation and coverages of his/her dependents in the Town's insurance plan. The Town will make such payment within thirty (30) days of the effective date of such waiver. Employees who have chosen to waive insurance coverage shall be able to renew their participation in an insurance plan during the open enrollment period in May and June of any fiscal year, or at one other time during each year if there has been a significant change in the employee's circumstances due to a major life event such as divorce, marriage, death of a spouse or birth of a child which warrants such change in option. If the employee must re-enroll in the Town's insurance, waiver payments shall be pro-rated based on the number of months in any given year that the employee waives insurance coverage and the employee must reimburse the Town for those months that the employee will be on the Town's insurance. If the employee leaves employment during the fiscal year in which a waiver payment was received, the waiver payment shall be prorated and the Town shall be reimbursed through the payment the employee receives for unused, accrued paid benefits and if those funds are insufficient any remaining amount shall be offset by the employee's last paycheck with the Town. If an employee's spouse is also employed by the Town or the Plainville Board of Education, the employee can choose to enroll the employee, the spouse and any dependents in the health insurance

offered through either the Town or through the spouse, but a waiver payment shall not be available to an employee who enrolls in their spouse's insurance when such insurance is provided by either the Town or the Board of Education. Also, in no event shall the employee, the spouse and/or any dependents be insured at the same time under health insurance coverage through both the Town and/or Board of Education (double coverage).

**Section 11.3. Medical Cost Containment** The Town shall have the right to change carriers as long as comparable coverage and service is maintained. The Union shall be notified of any and all changes.

The Town reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for certain designated surgical procedures.

**Section 11.4. Pension**

- A. The retirement plan in effect on March 1, 1999 shall continue in full force and effect, without modification.
- B. Employees shall be given an annual statement of their pension fund account, including contributions, pension calculations and interest earned.
- C. Effective July 1, 1999, any new employee shall not be eligible to participate in the Town of Plainville Defined Benefit Plan (Pension Agreement). All new employees shall participate in the Town of Plainville Defined Contribution Plan (#10-7380) with the Town contributing seven (7) percent of the employees wages and the employee contributing four and one half (4.5) percent of their respective wages. Effective July 1, 2018, the Town shall contribute eight (8) percent of the employees wages and the employee shall contribute five and one half (5.5) percent of their respective wages. Effective July 1, 2019, the Town shall contribute nine (9) percent of the employees wages and the employee shall contribute six and one half (6.5) percent of their respective wages.
- D. The Union shall receive annual reports on the financial status of the Pension Plan.

- E. It is understood that the pension plan for the bargaining unit is not the "Town of Plainville Retirement Plan for Town and Board of Education Employees Represented by AFSCME, Council 4, Local 1303 as amended and restated as of January 1, 2005" Plan.

**Section 11.5. Medical Coverage for Retirees**

- A. Any employee legally retired from Town employment shall have the option to pay for coverage through the Town plan, the Blue Cross and Blue Shield over 65 Plan, if eligible for that coverage.
- B. Effective July 1, 1999 any employee who retires with twenty (20) years of service and a minimum age of fifty-five (55) shall be entitled to a medical stipend of one thousand five hundred dollars (\$1,500.00) per year for a period of three (3) consecutive years as follows.
- If the employee is not eligible for Medicare this will entitle the employee to a reduced premium through the Town's medical plans (same as current employees) or two (2) payments each year at the rate of seven hundred fifty dollars (\$750.00) per payment payable on January 1<sup>st</sup> and July 1<sup>st</sup> of each year of their eligibility.
  - If the employee is eligible for Medicare this will entitle the employee to a reduced premium for "Blue Cross 65" through the Town or two (2) payments each year at the rate of seven hundred fifty dollars (\$750.00) per payment payable on January 1<sup>st</sup> and July 1<sup>st</sup> of each year of their eligibility.

No employee shall be eligible for more than three (3) consecutive years of payments, regardless of the method of the stipends.

Effective July 1, 2019, the medical stipend described above shall be three thousand dollars (\$3,000.00) per year for a period of five (5) consecutive years. No employee shall be eligible for more than five (5) consecutive years of payments, regardless of the method of the stipends.

**Section 11.6. Long Term Disability** The Long Term Disability Insurance providing up to a maximum of \$1,500/month shall remain in effect.

**Section 11.7.** All references in this Agreement to types of benefits are solely for the purpose of description and identification and in all cases the terms and provisions of the insurance policies themselves shall govern any claim.

**Section 11.8.** The Town shall provide employees with insurance informational booklets and keep them updated.

## **ARTICLE XII** **WORKING IN ANOTHER CLASSIFICATION**

### **Section 12.0.**

- A. **Short-term Assignment.** A short-term assignment is defined as an assignment which does not require an employee to perform a particular task, for which he/she is qualified in the opinion of the Town to perform, for more than four (4) consecutive working hours.
- B. **Temporary Assignment.** A temporary assignment is defined as an assignment to an employee to perform a particular task in a higher classification for which he/she is qualified to perform, for a period of more than four (4) consecutive working hours.
- C. **Long-term Assignment.** A long-term assignment is defined as either a promotion to a higher classification or a temporary assignment lasting more than five (5) consecutive working days to a higher classification for which he/she is qualified to perform.

**Section 12.1.** An employee assigned on a temporary or long-term basis other than training purposes shall be paid at the step on the wage schedule of the higher job classification that is the same step as his/her current classification.

## **ARTICLE XIII** **GENERAL**

**Section 13.0. Discharge** The Town shall, as soon as practical, notify the Union in writing of any discharge or dismissal and the reason or reasons for such action.

**Section 13.1. Contracted Work** The Town shall retain the right to establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so

performed unless, in the sole judgement of the Town, it can be done more economically or expeditiously otherwise.

**Section 13.2. Personnel File** Each employee shall have the right to see his/her personnel file upon request to the Town Manager.

**Section 13.3. Bulletin Board** The Town shall provide bulletin board space for the Union located in designated areas for the posting of notices concerning Union business and activity.

**Section 13.4.** The Town shall give each employee a copy of this Agreement.

**Section 13.5. Coffee Breaks** Each employee shall have two fifteen (15) minute coffee breaks daily Monday thru Thursday and one fifteen (15) minute coffee break on Friday.

**Section 13.6. Safety** The Town and Union shall cooperate fully in matters of safety, health and sanitation affecting each employee.

**Section 13.7. Time Recording** Appropriate time recording devices implemented by management shall be used by employees as the means of recording all time worked.

**Section 13.8. Training** Any employee who is required by the Town to attend any training or conferences shall be reimbursed any expenses associated with such training or conferences. Time spent at required training shall be considered as time worked during normal scheduled work hours.

**Section 13.9. New Classifications** When the Town creates a new classification, it will give written notice to the Local Union President. The Union may request in writing, within thirty (30) days of the Town's written notice that the parties meet to negotiate an appropriate rate for such job classification. Any disputes that may arise as a result of the negotiations shall be resolved through the grievance and arbitration procedure of the Agreement. The Union may elect to process the grievances at the Town Manager's level through arbitration.



**Section 13.10. Mileage** When the Town requires an employee to use his/her personal automobile for Town business, such employee shall be reimbursed for the required travel at the IRS Mileage rate per mile.

**Section 13.11. Job Descriptions** Each employee's job description will be reviewed by the Department Head/Supervisor with the employee no less than once every five (5) years beginning July 1, 2006.

**Section 13.12. Clothing/Uniform Allowance for Dispatchers** Each Dispatcher will receive a stipend in the amount of \$150, paid in July of each year, that shall be used for the purchase of clothing items that comply with the Police Department's Uniform Policy. Effective July 1, 2017, the allowance shall be \$200.

#### **ARTICLE XIV** **RATES OF PAY**

**Section 14.0.** Effective July 1, 2022 to June 30, 2025, the rates of pay are shown on Appendix A attached to this agreement and are made a part thereof. Appendix A reflects the following changes:

July 1, 2022	3.0% Increase on all wages
July 1, 2023	3.0% Increase on all wages
July 1, 2024	3.0% Increase on all wages

**Section 14.1.** Any employee eligible for a wage step increase shall receive it effective on their employment/promotion anniversary date until the maximum rate for their classification is reached.

**Section 14.2.** All employees shall be paid at the hourly rates of pay as shown in Appendix A.

**Section 14.3.** All wages will be paid bi-weekly and through direct deposit to accounts designated by employees. Paychecks shall be delivered electronically.

**Section 14.4.** The Town shall continue to offer a 457 deferred compensation plan. Employees can choose to participate voluntarily and contributions to the plan are made by employees exclusively through payroll deduction in the amounts described in the plan.

**ARTICLE XV**  
**SAVINGS CLAUSE**

**Section 15.0.** The Town and the Union agree that if any provision of this Agreement is determined to be unlawful by a court or legal agency of competent jurisdiction or by legislative enactment, such decision shall apply only to such specific provision and the remaining provisions shall remain in full force and effect consistent with prevailing principles of contract interpretation.

**ARTICLE XVI**  
**DURATION OF AGREEMENT**

**Section 16.0.** The effective date of this Agreement, except as noted specifically elsewhere in this Contract, shall be July 1, 2022 and it shall remain in effect until June 30, 2025. After that date, this contract shall remain in effect during negotiations until agreement is reached and signed to change or modify this Agreement.

**Section 16.1.** At least one hundred twenty (120) days before expiration of this Contract, the parties agree to meet and begin negotiations on a new agreement.



IN WITNESS HEREOF, the parties hereto have set their hands this 27<sup>th</sup> day  
of June, 2022.

FOR THE TOWN OF PLAINVILLE

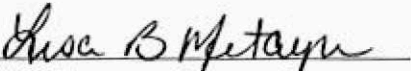


Robert E. Lee  
Town Manager

FOR LOCAL 1303-472 OF COUNCIL #4,  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO



President, Local 1303-472

  
Witness Lisa B metayer

  
AFSCME Council 4 Representative

**APPENDIX A - WAGE PLAN  
THIRTY - FIVE (35) HOUR A WEEK EMPLOYEES  
CONTRACT PERIOD JULY 1, 2022 - JUNE 30, 2025**

<b>Job Title(s)</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	
<b>Library Tech. Asst. Office Professional</b>						
July 1, 2022	20.63	22.20	23.10	24.21	25.29	3.00%
July 1, 2023	21.25	22.87	23.79	24.94	26.05	3.00%
July 1, 2024	21.89	23.56	24.50	25.69	26.83	3.00%
<b>Asst. Town Clerk Bookkeeper Circulation Supervisor</b>						
July 1, 2022	23.68	24.74	25.88	27.09	N/A	3.00%
July 1, 2023	24.39	25.48	26.66	27.90	N/A	3.00%
July 1, 2024	25.12	26.24	27.46	28.74	N/A	3.00%
<b>Adm. Asst. Assessor Adm. Asst. Finance Adm. Asst. Revenue Collector Recreation Coordinator</b>						
July 1, 2022	25.34	26.51	27.68	28.90	N/A	3.00%
July 1, 2023	26.10	27.31	28.51	29.77	N/A	3.00%
July 1, 2024	26.88	28.13	29.37	30.66	N/A	3.00%
<b>Reference Librarian</b>						
July 1, 2022	27.00	28.08	29.20	30.37	N/A	3.00%
July 1, 2023	27.81	28.92	30.08	31.28	N/A	3.00%
July 1, 2024	28.64	29.79	30.98	32.22	N/A	3.00%

**APPENDIX A - WAGE PLAN  
FORTY (40) HOUR A WEEK EMPLOYEES  
CONTRACT PERIOD JULY 1, 2022 - JUNE 30, 2025**

<b>Job Title(s)</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	
<b>Police Dispatcher</b>						
July 1, 2022	24.21	25.34	26.51	27.68	28.90	3.00%
July 1, 2023	24.94	26.10	27.31	28.51	29.77	3.00%
July 1, 2024	25.69	26.88	28.13	29.37	30.66	3.00%
<b>Accounting Analyst</b>						
<b>Police Communication Supervisor</b>						
July 1, 2022	29.05	30.34	31.70	33.11	N/A	3.00%
July 1, 2023	29.92	31.25	32.65	34.10	N/A	3.00%
July 1, 2024	30.82	32.19	33.63	35.12	N/A	3.00%