

**AGREEMENT**

**FOR A**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF STONINGTON**

**AND**

**STONINGTON PUBLIC ADMINISTRATORS ASSOCIATION  
CONNECTICUT INDEPENDENT LABOR UNION, LOCAL #54  
AFFILIATED WITH THE UNITED ELECTRICAL, RADIO & MACHINE  
WORKERS OF AMERICA (UE), UE LOCAL 222, CILU/CIPU**

**JULY 1, 2022 - JUNE 30, 2025**

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## **PREAMBLE**

The parties to this agreement are the TOWN OF STONINGTON ("the Employer") and the STONINGTON PUBLIC ADMINISTRATORS ASSOCIATION ("the Union"), Connecticut Independent Labor Union, CILU #54, affiliated with the United Electrical, Radio & Machine Workers of America (UE), UE Local 222, CILU/CIPU.

## **ARTICLE I - RECOGNITION AND COVERAGE**

- 1.1 **Recognition.** The Employer recognizes the Union as the sole and exclusive bargaining agency for those employees within the meaning and purposes set forth in a recognition agreement pursuant to the Connecticut State Board of Labor Relations, Case No. ME 12,309.
- 1.2 A. **Coverage.** For the purposes of this agreement the municipal Employer and the Union mutually agree that the following classifications of employees constitute a unit appropriate for the purposes of collective bargaining with respect to wages, hours and other conditions of employment within the meaning of Sec. 7-471(3) of the Municipal Employee Relations Act:
- Deputy Assessor, Assistant Building Official, Building Official, Deputy Public Works Director, IT Manager, Recreation Division Administrator, Recycling/Solid Waste Manager, Accounting Manager, Social Services Administrator, Technology Support Specialist, Town Engineer, Civil Engineer, Town Planner, Youth and Family Services Administrator, Zoning and Wetlands Official
- B. For purposes of compensatory time, paid leave benefits and holiday pay, part-time employees shall be defined as an employee working less than thirty (30) hours per week. No other benefits apply unless specifically stated in this Agreement.

## **ARTICLE II - UNION SECURITY AND PAYROLL DEDUCTION**

- 2.1 All employees in the bargaining unit shall, may voluntarily join the Union.
- 2.2 Each employee will be offered an option to join the Union. Upon hire, the Employer may, through payroll deduction, deduct any dues authorized by the employee in writing. Each employee who elects to join the Union shall sign and deliver to the Union treasurer an authorization for the payroll deduction of membership dues of the Union. Such authorization shall be delivered to the Employer and shall continue in effect until revoked by the employee by written notice of revocation to the Employer and the Union.

- 2.3 Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this agreement as Appendix A, the Employer agrees to deduct from the employee's pay such dues as determined by the Union.
- 2.4 The Employer agrees to deduct from the wages of each employee who has provided written authorization, in accordance with Sec. 2.2, the Union dues in the amount designated in writing by Stonington Public Administrators Association, together with the initiation fee of Ten Dollars (\$10.00) for each new member and reinstatement fees for the month or months owed and to remit such check-off to Stonington Public Administrators Association, on or before the first day of the following month. Monthly remittances shall be accompanied by an itemized statement showing the name of each Union member and the amount checked off with a copy given to the local Union financial secretary.
- An employee who has worked at least five (5) days in the current month and who quits, is laid off or is discharged for cause, shall have the current month's dues deducted from his final pay.
- 2.5 The Union shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer in reliance upon certified lists furnished by the Union or for the purpose of complying with any provision of this article.
- 2.6 During the life of this agreement there shall be no strike, slowdown, suspension or stoppage of work on any part of the Employer's operation by the employees of this bargaining unit; nor shall there be any lockout by the Employer in any part of the Employer's operation affecting employees within this bargaining unit.

### **ARTICLE III - MANAGEMENT RIGHTS**

- 3.1 There are no provisions in this Agreement that shall deem to limit or curtail the Employer in any way in the exercise of the rights, powers and authority which the Employer had prior to the effective date of this contract unless, and only to the extent that, provisions of this agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Employer's rights, powers and authority include, but are not limited to: the right to manage its operations; direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension and/or discharge for just cause or layoff; the right to make all plans and decisions on all matters involving its operations, the extent to which the facilities of any department of the Town thereof shall be operated, including but not limited to additions thereto, replacements, curtailments or transfers thereof, removal of equipment, outside purchase of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; the right to maintain discipline and efficiency of employees, to prescribe rules to that effect; to establish and change standards and quality standards, determine the qualification of employees; the right to establish, create, revise and implement reasonable work rules and regulations including performance evaluations

(consistent with the Employee Personnel Policy Manual) and the criterion upon which bargaining unit members shall be evaluated which shall be used to determine promotions, layoffs, compensation and demotions, discipline and discharge for cause; to require bargaining unit members to assist the Appointing Authority/Designee in the conduct of performance evaluations of those employees personally supervised by the bargaining unit whether these employees are members of this or any other bargaining unit; and to run the department efficiently.

- 3.2 During an emergency, the Employer shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.
- 3.3 The Employer's failure to exercise any right in a particular way shall not be deemed a waiver of any right or preclude the Employer from exercising the same in some other way not in conflict with the provisions of this Agreement.

#### **ARTICLE IV - CIVIL RIGHTS**

- 4.1 Any employee found to have discriminated against another individual on the basis of any federally or state recognized protected classification including sexual harassment will be subject to disciplinary action up to and including dismissal.

#### **ARTICLE V - GRIEVANCE PROCEDURE**

- 5.1 **Definition.** A "grievance" shall be defined as a claim by an employee or a group of employees or the Union that there has been a violation, misinterpretation or misapplication of the specific provisions of this agreement.
- 5.2 **Time Limits.** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limit specified, however, may be extended by written agreement of the Union and the Employer.
- 5.3 **Step 1** Not later than fifteen (15) working days after the event giving rise to the grievance, or fifteen (15) working days after the employee shall reasonably have learned of the event giving rise to the grievance, whichever is later, the employee shall submit a written grievance to the Director of Administrative Services or his designee. Not later than fifteen (15) working days after receipt of the written grievance the Director of Administrative Services, or his designee, shall meet with the employee who may upon request be accompanied by a representative of the Union. The Director of Administrative Services, or his designee, shall give his written answer to the grievance within ten (10) working days after such meeting.

Step 2 If the Union is not satisfied with the decision at Step One, the Union shall request a meeting between the First Selectman / Chief Executive Officer and the grievant accompanied by a union representative, which may include a sub-local president and/or a representative of the national union. Any such requests shall be made in writing and must be made within fifteen (15) working days of receipt of the decision in Step One above. The First Selectman / CEO shall give his written answer to the grievance within ten (10) working days after such meeting.

Step 3 (Amend/Formerly Step 2). If the Union is not satisfied with the decision at Step 2, the Union may request mediation take place through the offices of the State Board of Mediation and Arbitration. Any such request shall be made in writing with a contemporaneous copy to the Employer and must be made within fifteen (15) working days of receipt of the decision in Step 2 above.

Step 4 (Amend/Formerly Step 3). Any grievance as defined in Sec. 5.2 of this agreement that has been properly and timely processed through the grievance procedure and that has not been resolved through mediation may be appealed to arbitration by the Union serving the Employer with a written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Sec. 5.4 within fifteen (15) working days from the conclusion of mediation shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Employer at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the Employer and the Union.

5.4 Written Presentation. All grievances presented at Step 1 of this procedure set forth in Sec. 5.3 of this agreement shall be dated and shall set forth the facts giving rise to the grievance; the provision(s) of this agreement, if any, alleged to be violated; the names of the aggrieved employee(s); the issue; the date of the alleged violation; and the remedy sought by the Union, on a mutually agreed upon form. All written answers submitted by the Employer shall be signed and dated by the Employer.

5.5 Grievances appealed to arbitration shall be submitted to the State Board of Mediation and Arbitration, with a contemporaneous copy to the Town.

5.6 Arbitrator's Jurisdiction. Jurisdiction of the authority of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this agreement at issue between the Union and the Employer. He/She shall have no authority to add to, detract from, alter, amend or modify any provision of this agreement. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding upon the aggrieved employee, the Union and the Employer.

- 5.7 Rights of Employees to Representation. No reprisals of any kind shall be taken by either party against any participant in the grievance procedure by reason of such participation. No employee shall proceed to Step 3 or 4 on his own; only the Union may submit a grievance to mediation and/or arbitration.

## **ARTICLE VI - HOLIDAYS**

- 6.1 The following days are recognized as holidays by the Employer:

|                        |                            |
|------------------------|----------------------------|
| New Years Day          | Labor Day                  |
| Martin Luther King Day | Columbus Day               |
| Presidents' Day        | Veterans' Day              |
| Good Friday            | Thanksgiving Day           |
| Memorial Day           | Day Following Thanksgiving |
| Juneteenth             | Christmas Day              |
| Independence Day       |                            |

- 6.2 Holiday during a Vacation Period. If a holiday occurs during a scheduled vacation of an eligible employee, no charge against his accrued leave will be made for that day. He shall be entitled to one additional vacation day with pay.

Part-time employees, as defined by this contract, shall be paid for holidays, consistent with the employees' normally scheduled work week. Normal work schedules will not be changed to allow the payment of holiday pay.

- 6.3 Any holiday which falls on a Saturday shall be celebrated on the preceding Friday. Any holiday which falls on a Sunday shall be celebrated on the succeeding Monday.

## **ARTICLE VII - VACATIONS**

- 7.1 All employees covered by this Agreement who are on the payroll and who have completed the requisite aggregate years of full- time employment earn vacation with pay as of their anniversary dates in accordance with the following schedule:

| <u>Anniversary</u> | <u>Vacation</u> |
|--------------------|-----------------|
| 1 Year             | 10 Days         |
| 2 Years            | 12 Days         |
| 3 Years            | 13 Days         |
| 4 Years            | 14 Days         |
| 5 Years            | 15 Days         |
| 6 Years            | 16 Days         |
| 7 Years            | 17 Days         |
| 8 Years            | 18 Days         |
| 9 Years            | 19 Days         |
| 10 - 14 Years      | 20 Days         |
| 15 Years or More   | 25 Days         |

During the first year of employment, 5 days of vacation will be provided after successful completion of the six (6) month probationary period.

Full-time bargaining unit employees reduced to part-time, as defined by this contract, shall be granted pro-rated vacation leave based on bi-weekly hours budgeted for the part-time position, not hours worked.

Part-time employees, as defined by this contract, hired after July 1, 2013 shall be granted vacation leave according to Section 7.1 of this contract. Vacation leave will be based on bi-weekly hours budgeted for the part-time position, not hours worked, after one full year of employment.

- 7.2 Vacation entitlement shall not accrue during an unpaid leave of absence.
- 7.3 Vacation days may be taken consecutively or otherwise, but the time for taking them must be by mutual agreement between the employee and the Employer. Consent of the Employer shall not be unreasonably withheld.
- 7.4 Vacation leave should be taken during the leave year beginning with the anniversary date on which the employee earns vacation leave. If an employee is unable to take their vacation time for the year because the employer is unable to grant the time off or has called the employee back from a vacation which cannot be rescheduled due to the operating needs of the employer, or due to personal circumstances, the employee may be allowed to carry the unused vacation leave into the following year provided the carried over leave is used in full during that year, subject to the approval of the Department Head and Director of Administrative Services. However, each employee shall take a minimum of 50% of their annual vacation entitlement in any one (1) year.
- 7.5 In the event said employee is terminated for a reason other than "just cause", the employee shall receive compensation for the annual vacation leave earned, but not used. Nothing contained herein shall entitle the employee to compensation where termination is for "cause".

## **ARTICLE VIII - LEAVES OF ABSENCE**

- 8.1 Sick Leave. Employees shall receive sick leave at the rate of one and one-quarter (1 1/4) working days per month (15 working days per year) to a maximum accumulation of one hundred sixty-five (165) days; provided, whenever an employee has been on sick leave for five (5) or more consecutive working days, or used sick leave during vacation, or before or after a holiday, and/or sick leave absence occurs frequently or in a pattern and the employee has been notified by his supervisor that a certificate will be required, the employee may be required to submit a certificate signed by a physician verifying the need for the sick leave, together with a statement that the employee is fit to resume work.



In exceptional cases, and at the Employer's discretion, the Employer may grant additional sick leave with or without pay. Requests for such additional sick leave shall be in writing and must be signed by the employee. Sick leave shall not accrue while an employee is on an unpaid leave of absence.

Upon retirement or death, employees or their estates will receive payment for all sick leave days accrued and not used up to a maximum of eighty (80) days. Payment for up to sixty (60) days of accrued, unused sick leave shall be included in the computation of the employee's final average earnings for the purpose of pension benefits in accordance with the pension agreement. For purposes of this provision, "retirement" shall mean that the employee retires under the Town's Defined Benefit Pension Plan at either (a) Normal Retirement and has at least ten (10) years of service; (b) Early Retirement; or (c) Disability Retirement and immediately begins receiving their pension.

For purposes of this provision, "retirement" shall mean that employees covered under the Town's Defined Contribution Plan must be at least 62 years of age with at least fifteen (15) years of service, separates employment, and files paperwork for distribution in accordance with the Town's Defined Contribution Adoption Agreement for 401(a) Defined Contribution Plan.

Employees who have accrued one hundred sixty-five (165) days of sick leave on July 1 of a fiscal year who, during the course of the fiscal year use 1) zero (0) days of sick leave shall be eligible for three (3) personal days; 2) one (1) to five (5) days of sick leave shall be eligible for two (2) personal days. In the event such employee's balance falls below the one hundred and sixty-five (165) day maximum accrual on July 1 of the fiscal year, the employee will remain eligible for personal days, as defined in this section, for that fiscal year. Said personal days must be used by June 30 of the following fiscal year. Eligible employees will not be able to carry over said personal days from year to year. Employees must work a minimum weekly work schedule of thirty-five (35) hours during the fiscal year.

Part-time Employees, as defined by this contract, shall accrue sick leave at the rate of fifteen (15) working days per year based on prorated hours/day (1 ¼ per month) to a maximum accumulated balance of thirty (30) pro-rated days or 108.00 hours. The sick leave shall be based on bi-weekly hours budgeted for part-time positions, not hours worked. Sick time shall not accrue during unpaid leave of absence. There is no payout of accrued sick leave upon termination of part-time employees.

## 8.2 Compassionate Leave.

Up to three (3) days special leave shall be allowed for a death in the immediate family of any employee covered by this Agreement. Immediate family is defined as mother, father, child, stepmother, stepfather, stepchildren, spouse, domestic partner, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, brother, sister, grandmother, grandfather or grandchild. In the event of a death in the immediate family, as defined herein, which is more than 500 miles distance, up to four (4) days special leave shall be allowed to attend the funeral. Nothing herein shall prevent the First Selectman,

or his/her designee from granting additional days leave to an employee for the events described above.

All full-time employees shall be allowed one (1) day of funeral leave following the death of an employee's uncle, aunt, niece or nephew, provided the Employee attends the funeral service. This leave will also be allowed in the event of the death of an aunt, uncle, niece or nephew of the Employee's spouse or domestic partner. Nothing herein shall prevent the First Selectman or his/her designee from granting additional days leave to an employee for the events described above.

8.3 Personal Leave.

- A. Employees shall be allowed two (2) personal leave days per year with pay.
- B. In lieu of the agreement to convert the floating holiday into an additional personal day as detailed in section 8.3A, for those full time bargaining unit positions that have been reduced to part-time employment status shall be allowed one (1) personal leave day per year with pay.

8.4 Military Leave. The Employer will comply with the provisions of the Uniform Services Employment and Reemployment Act. An employee who is unable to report for regularly scheduled work because the employee is required to report to active duty with the United States National Guard or a reserve unit of the United States Military shall, for each day of the first ten (10) work days lost because of such duty, be compensated in an amount equal to the difference, if any, between eight (8) hours pay at his straight time rate of pay and the amount earned from military service not including travel, subsistence and quarters allowance.

To receive payment the employee must present proof that he attended reserve Armed Forces or National Guard military training and the amount paid therefore.

8.5 Court Leave. An employee who has completed his probationary period and who is required to report for jury duty, shall be entitled to leave with pay for scheduled work hours lost as the result of such service, up to a maximum of thirty (30) days. Nothing herein shall prevent the First Selectman or his/her designee from granting additional leave to an employee. For each hour of leave taken, the employee will be compensated by the Employer in an amount equal to his straight-time rate of pay, less the amount received by the employee from the government. An employee who reports for such service and is excused therefrom shall immediately contact his immediate supervisor and report for work, if requested.

8.6 Professional Development Leave.

- A. A leave of absence with pay may be authorized for a permanent full-time employee to attend job-related conferences or programs which will contribute to the Employer's ability to serve the Town. All reasonable and necessary expenses

for all job-related conferences or programs approved by the First Selectman shall be reimbursed.

- B. An employee covered by this agreement may be reimbursed for tuition costs for formal courses of study which will contribute to the employee's ability to serve the Town. All tuition costs approved by the First Selectman shall be reimbursed under all of the following conditions:
- (i) Course selection must be approved by the First Selectman, in writing, prior to the employee's enrollment in the course. Failure of the First Selectman to approve any such request shall not be a grievable matter by the employee or the Union;
  - (ii) Course selection must not in any way interfere with the employee's regularly scheduled hours of employment;
  - (iii) Employees who pass job-related educational course(s) may be reimbursed for up to 100% of the amount expended by the employee in payment of tuition and books for each approved course(s), provided the employee earns a grade of "C" or higher for undergraduate and a grade of "B" or higher for graduate courses, or in the case of pass/fail, achieve a pass grade. Beginning six (6) months after the employee has satisfactorily completed an approved course, the Employer will reimburse the employee in the amount of twenty-five percent (25%) of the specified dollar amount every six (6) months until one hundred percent (100%) of the specified dollar amount is reimbursed. Employees understand and agree that they will not continue to receive reimbursement for approved courses if their employment is separated prior to any of the above-specified reimbursement payment periods.

Effective July 1, 2023

- B. An employee covered by this agreement shall be reimbursed for tuition costs for formal courses of study which will contribute to the employee's ability to serve the Town. All tuition costs approved by the First Selectman shall be reimbursed under all of the following conditions:
- (i) Employees must submit their proposed course of study, courses for which they are seeking reimbursement in the next fiscal year, and estimated costs to the Director of Administrative Services no later than January 1<sup>st</sup> preceding the start of the next fiscal year to provide time for inclusion in the annual budget;
  - (ii) Course selection must be approved by the First Selectman, in writing, by January 20th prior to the employee's enrollment in the course;

- (iii) Course selection must not in any way interfere with the employee's regularly scheduled hours of employment;
- (iv) The Town will reimburse up to two (2) undergraduate or graduate courses per fiscal year;
- (v) Employees who pass job-related educational course(s) shall be reimbursed for up to 100% of the amount expended by the employee in payment of tuition and books for each approved course(s), provided the employee earns a grade of "C" or higher for undergraduate and a grade of "B" or higher for graduate courses, or in the case of pass/fail, achieve a pass grade. Employee shall be reimbursed upon providing successful completion of the course;
- (vi) An employee will not be reimbursed under this provision until successful completion of the six (6) month probationary period;
- (vii) Employees understand and agree that they will not continue to receive reimbursement for approved courses if their employment is separated prior to the payment date;
- (viii) Failure of the First Selectman to approve any such request shall not be a grievable matter by the employee or the Union.

8.7 Union Leave. Leave of absence with pay may be granted for duly authorized members of the Union who have been selected by members of the Local to attend training sessions held by the international Union. Such leave of absence may be granted to no more than two (2) employees per year for a maximum of two (2) working days per year per employee. All such leave shall be requested from the Director of Administrative Services fifteen (15) days in advance of the leave and shall be approved or denied by the Director of Administrative Services within two (2) days after the request is made. No such request shall be denied without a good and sufficient reason. It is recognized that any employee who is granted such leave will, during the period of leave, be acting in his capacity as a representative of the Union and not as an employee of the Town, and it is therefore agreed that during the period of such leave the Employer shall have no greater obligation to such employee than it would have to an employee absent from duty on authorized leave without pay.

## **ARTICLE IX - INSURANCE AND RETIREMENT**

9.1 A. The Town shall provide eligible employees, who work thirty (30) or more hours per week, and their eligible dependents, group health, hospitalization and dental insurance. The Town reserves the right to change or provide alternate insurance carriers, benefit plans or contractual agreements. The Town will not be responsible for changes unilaterally imposed by an insurance provider so long as the Town uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another.

- B. High Deductible Health Plan (HDHP) – Effective July 1, 2013, the Town shall provide a HDHP to eligible employees. For those eligible employees hired after July 1, 2013, the HDHP shall be the only health plan available. All eligible employees hired prior to July 1, 2013, shall have the option of selecting the HDHP during the open enrollment period or upon a qualifying event.

Effective July 1, 2013, enrollees in the High Deductible Health Plan (HDHP) shall have a Health Savings Account (HSA) to offset the deductible expenses. The Town's contribution toward the deductible shall be deposited in the HSA on or about July 1<sup>st</sup> in each contract year. For employees enrolling in the HDHP during the plan year, which runs from July 1<sup>st</sup> through June 30<sup>th</sup>, the Town's HSA contribution will be prorated based on number of months covered under HDHP in that plan year. The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction, or contributed directly by the employee in his/her HSA.

The High Deductible Health Plan shall have a \$2,000 single and \$4,000 two-person/family deductible for combined in-network and out-of-network services. Prescription drugs are covered as part of the program and are subject to the deductible.

The Town shall fund the deductible as follows:

- July 1, 2022 through June 30, 2023 - fifty percent (50%)
- July 1, 2023 through June 30, 2024 – fifty percent (50%)
- July 1, 2024 through June 30, 2025 – fifty percent (50%)

A Health Savings Account (HSA) is not health insurance, it is a bank account. The parties acknowledge that the Town's contribution towards funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees. The institution selected for deposit of HSA funds shall be at the sole discretion of the Town.

- 9.2 Each employee agrees to pay the following percent for individual, two-person or family coverage:

PPO PLAN:

- July 1, 2022 through June 30, 2023 nineteen percent (19%)
- July 1, 2023 through June 30, 2023 nineteen and one-half percent (19.5%)
- July 1, 2024 through June 30, 2025 twenty percent (20%)

HDHP PLAN:

- July 1, 2022 through June 30, 2023 seventeen percent (17%)
- July 1, 2023 through June 30, 2024 seventeen and one-half percent (17.5%)
- July 1, 2024 through June 30, 2025 eighteen percent (18%)

The rates shall be determined by the insurance carrier or administrator for all health insurance benefits. The cost share shall be deducted from employees' wages on a monthly basis.

- 9.3 The Employer shall provide a policy of life insurance on each employee with a death benefit equivalent to said employee's base Annual Earnings not to exceed \$75,000 as defined in the Certificate of Group Life Insurance which is incorporated herein by reference. The premium for said coverage shall be paid one hundred percent (100%) by the Employer.
- 9.4 When an employee is injured within the scope of his/her employment, the Town will make up the difference between his/her pay under the workers compensation schedule on his/her rate of pay, not to exceed six (6) months.
- 9.5 Eligible employees shall be covered under the Town of Stonington Retirement Plan in accordance with its terms and procedures.

Effective January 1, 2014, all eligible new hires will participate in the Town of Stonington 401(a) Defined Contribution Retirement Plan. The terms of the plan shall be determined by the Town.

- 9.6 The Employer shall reimburse bargaining unit employees who routinely wear prescription glasses in the workplace up to a maximum of two hundred dollars (\$200.00) per fiscal year toward the cost of replacing approved prescription glasses which are damaged in the course of employment.
- 9.7 Waiver of Group Health Benefits: This provision shall provide 1) that the waiver payment by the Town will be not less than \$2,000 per annum; 2) that proof of alternate insurance by the employee shall be required; 3) that payment by the Town shall be pro-rated and retroactive with at least two payments per annum - one per six month period; and 4) the proposal will provide for adequate notice to the Town and compliance with appropriate regulations and restrictions. The employee is not eligible for the waiver payment if covered under a Town of Stonington/BOE sponsored health insurance plan.
- 9.8 Stipend for Cost of Group Health Benefits: Full time bargaining unit positions that have been reduced to part-time employment status on or after July 1, 2013 shall be provided a stipend payment to be used to cover the cost of paying for a private health insurance policy or COBRA. The stipend payment by the Town shall be effective commencing July 1, 2013, or upon ratification of this collective bargaining agreement, whichever occurs later. The stipend payment shall be prorated and paid in arrears with at least two (2) payments per annum – one per six month period.

The employee is not eligible for the stipend payment if the employee is eligible for coverage under their spouse or domestic partner's health insurance plan.

Such employees who have obtained private individual coverage shall receive a stipend of no less than \$4,000.00 per annum and employees who have obtained private group

coverage (two (2) or more covered) shall receive a stipend of no less than \$7,500 per annum.

The employee must provide the Town proof that a private individual or private group health insurance policy has been acquired prior to receiving any such stipend.

The stipend request will provide for adequate notice to the Town and compliance with appropriate regulations and restrictions.

## **ARTICLE X - COMPENSATION**

- 10.1 Employees covered by this agreement shall be paid in accordance with Schedule A attached.
- 10.2 The compensatory structure consists of pay grades representing a span of approximately thirty percent (30%) from the minimum rate to the maximum rate of pay. Each pay grade consists of a minimum rate, a midpoint rate and a maximum rate. The minimum rate is the normal hiring rate except in situations involving applicants with exceptional qualifications or when the labor market inhibits the ability to recruit qualified candidates at the entry rate.

Salary Progression. Salary progression from the minimum rate to the mid-point rate is generally based on the employee's length of service coupled with acceptable performance. Annual performance reviews will be conducted where an employee is hired at a rate which is less than the mid-point rate. The employee will have an opportunity to earn compensation increases annually of not less than five percent (5%) until the mid-point rate in the classification is reached, contingent on satisfactory performance. Unsatisfactory performance must be documented in writing.

Advancement beyond the mid-point is reserved for those employees who have consistently exceeded the requirement of the position. Consistency is based on performance over time, usually 2-3 years.

At the discretion of the First Selectman, merit increases above the mid-point rate may be authorized up to, and including, the maximum pay rate without violating this agreement, in accordance with the following procedure:

- (a) After an employee reaches the mid-point range, he or she may submit a request for a merit increase to his or her base salary.
- (b) The employee shall state the reasons for the requested merit increase. The reasons must include comment on critical elements of job performance, including the following:

1. Core and job specific attributes (e.g., personal traits such as initiative, timeliness, respect, cooperation, independence, follow-through, responsibility and efficiency)
  2. Technical knowledge and skills (e.g., knowing, understanding and doing the job at above expected quality levels)
  3. Interpersonal and organizational skills (e.g., characteristics needed to foster good working relationships inside and outside the organization, such as systemic and analytical thinking, conflict management, team building, customer orientation and service)
  4. Personal and professional development
- (c) The employee shall submit the request in writing to the Director of Administrative Services no later than November 15th for consideration for increases on July 1<sup>st</sup>.
- (d) The Director of Administrative Services may seek input from the employee's supervisor and then shall analyze the request and forward it with or without a recommendation to approve, modify or deny the request within twenty (20) working days to the First Selectman for his consideration. The First Selectman shall approve, modify or deny the request in writing within twenty (20) working days thereafter. The decision of the Town shall not be subject to the grievance and arbitration provisions of this Agreement and shall not be considered a violation of this contract.
- 10.3 Effective July 1, 2024, a new compensatory wage structure, Schedule B, will go into effect consisting of nine (9) steps from the minimum wage range, representing a span of approximately 30% from the minimum to the maximum at Step 9. This will replace Schedule A. The minimum is the normal hiring rate except in situations involving applications with exceptional qualifications for the position or when the labor market inhibits the ability to recruit qualified candidates at the minimum rate; if a new hire is brought in above the minimum, they must be hired onto an existing step on the wage schedule.
- A. Effective July 1, 2024, employees will move onto the new wage schedule and will move up one step:
- (i) An employee that is within .3% (point three percent) of a wage step (above or below) will move up to the next highest step.
  - (ii) Employees who are not at Step 4 or higher as of July 1, 2024 will continue to move up 5% (five percent) on their service anniversary date until they reach Step 4.



- (iii) Employees who are .6% (point six percent) or more away from a step on June 30, 2024 will move up 3% higher on the wage schedule on July 1, 2024.
  - B. All new hires after July 1, 2024, will be hired onto a step on the new wage schedule and will move up one step on their service anniversary date.
  - C. Effective with the change to the new compensatory wage structure on July 1, 2024, the merit pay process outlined in section 10.2 will no longer be in effect.
- 10.4 The Employer, the employees and the Union agree that the employees in this bargaining unit perform as executive, administrative and/or professional employees and as such are expressly exempted by the Fair Labor Standards Act and related state laws from the requirement of paid overtime. Employees may be required to regularly engage in activities necessitated by their classification outside normal business hours; i.e., evening meetings, emergencies, etc. For record keeping purposes employees will use the Town's time keeping system, as they are accountable to the Employer and the public.
- 10.5 One time monetary "awards" may be granted for exceptional performance on a particular initiative and/or project. Such "awards" are not considered increases in base pay.
- 10.6 Compensatory Time. Members of the bargaining unit shall be salaried and not eligible for overtime payments or compensatory time except as provided in Sec. 10.7. Salaried employees shall, as part of their normal responsibilities, respond to emergency situations, attend meetings outside of their normal work schedule and perform all duties required to carry out the responsibilities of their position. Deviations from the employee's normal work schedule shall be subject to the discretion of the employee's department head. In the absence of a department head, or when the department head or acting department head is an elected official, deviations from the employee's normal work schedule shall be at the discretion of the Director of Administrative Services.
- Part-time employees are eligible to receive compensatory time as provided in Sec. 10.7 at a rate based on their budgeted hours per pay period.
- Compensatory time shall be approved at the discretion of the salaried employee's department head. In the absence of a department head, or when the department head or acting department head is an elected official, compensatory time shall be approved at the discretion of the Director of Administrative Services. When compensatory time is approved, it shall be equivalent to the extra hours worked.
- 10.7 Effective as of the date of this agreement, salaried employees shall, in addition to their regular salary, be compensated with compensatory time.
- A. For all full-time employees who work beyond eighty (80) hours per pay period, provided the additional hours are the result of:

- (i) Required attendance at meetings held at night or on holidays and/or emergency situations consistent with an employee's duties and responsibilities; or
  - (ii) Prearranged work performed outside normal work hours where said work is performed in accordance with Section 10.3. Compensatory time earned will be equivalent to the extra hours worked.
- B. For full-time employees who work beyond seventy (70) hours per pay period, provided the additional hours are the result of prearranged work performed on weekends or holidays where said work is performed in accordance with Section 10.3. Compensatory time earned will be equivalent to the extra hours worked.
- C. For part-time employees, as defined in this contract, who work 20% beyond their budgeted hours per pay period, provided the additional hours are a result of:
  - (i) Required attendance at meetings held at night or on holidays and/or emergency situations consistent with an employee's duties and responsibilities; or
  - (ii) Prearranged work performed outside normal work hours where said work is performed in accordance with section 10.6.

Compensatory time earned will be equivalent to the extra hours worked.

- D. Compensatory time is not paid out upon dismissal or resignation.

Compensatory time is only paid out upon retirement (as defined in Article 8.1) or a layoff up to a maximum of forty (40) hours at straight time for part-time employees, up to a maximum of two times their budgeted hours per pay period.

Compensable hours shall not include travel time to and from meetings held within the Town of Stonington. In all cases of compensatory time, the employee must use such time within twelve (12) months' time providing such use does not unduly disrupt the operation of individual departments. If such use unduly disrupts the operation of a department, as determined by the department head, said use of time can be extended for up to six months by mutual agreement of the employee, the Department Head and the Director of Administrative Services.

- E. Notwithstanding the foregoing, in emergency situations only, any Employee called in to work other than time contiguous to the regularly scheduled hours of work, i.e., early reporting before the start of the regular work day and hours worked at the end of the regular work day, shall be paid for actual hours worked but shall be guaranteed a minimum of three (3) hours at their regular hourly rate of pay. The hourly rate is computed by taking the employee's annual salary and dividing it by the number of regular work hours in the year.

In these emergency situations, employees called in to work other than time contiguous to the regular scheduled hours of work will not receive compensatory time for working in these circumstances.

- 10.8 The Town exercises sole discretion in the assignment of duties as "Emergency Management Director". Where such assignment is made to a bargaining unit member, the Town shall provide said member, on a pro-rata basis, an annual stipend as budgeted, but not less than \$1,500 annually. Such action of assigning or not assigning such duties to a bargaining unit member shall not be deemed an extension or addition to the classifications under this agreement and may be withdrawn from and assigned outside the bargaining unit without violating this agreement or becoming subject to the grievance and arbitration provisions of this agreement.
- 10.9 The Town recognizes the position and duties of a Flood Plain Manager and shall assign such duties to the bargaining unit member of their discretion upon agreement by the bargaining unit member to accept such duties. When such assignment is made to a bargaining unit member, the Town shall provide said member, an annual stipend of \$4,000. The Town agrees not to assign Flood Plain Manager duties to any party outside of the bargaining unit. However, if no bargaining unit member accepts the position and duties, the Town has the right to assign such duties to non-bargaining unit individuals and/or outside contractors.
- 10.10 Existing descriptions of job positions shall be made part of this agreement and attached as Schedule C.

#### **ARTICLE XI - LONGEVITY**

- 11.1 Each employee covered by this agreement who has completed three (3) full years of full-time employment with the Town as of June 30th of the current fiscal year shall, commencing in the fourth year of such person's employment, receive fifty dollars (\$50.00) for each full year of full-time employment payable in one lump sum to be distributed on or before July 31st.

Each employee covered by this Agreement who has completed ten (10) full years of full-time employment with the Town as of June 30th of the current fiscal year shall, commencing in the eleventh year of such person's employment, receive an additional \$10.00 per year added to their longevity pay.

#### **ARTICLE XII - MOTOR VEHICLE AND CLOTHING ALLOWANCE**

- 12.1 A. The Town shall have the option of providing a municipal vehicle. In the event that Town provided transportation becomes unavailable when needed and the employee uses their own vehicle, they shall be entitled to reimbursement for mileage based on rates established by the Internal Revenue Service. In any case

where a Town vehicle is not available, the First Selectman or his representative shall have the discretion of making alternate arrangements or authorizing the use of private vehicles.

- B. The following represents the specific job position entitled to the assignment of a Town-owned vehicle for the term of this agreement:

Building Official

- C. The following represents the clothing allowances for specific job positions as noted for the term of this agreement:

|                              |          |
|------------------------------|----------|
| Assistant Building Official  | \$400.00 |
| Building Official            | \$400.00 |
| Solid Waste Manager          | \$400.00 |
| Town Engineer                | \$400.00 |
| Deputy Assessor              | \$400.00 |
| Deputy Public Works Director | \$400.00 |
| Zoning and Wetlands Official | \$400.00 |
| Civil Engineer               | \$400.00 |

- D. The Deputy Assessor, Assistant Building Official, Building Official, Deputy Public Works Director, Town Planner, Zoning and Wetlands Official, Civil Engineer, Recycling/Solid Waste Manager and Town Engineer at the Town's sole discretion may be provided with safety equipment including protective hats, reflective vests, and safety foot gear as needed.

### **ARTICLE XIII - MISCELLANEOUS PROVISIONS**

- 13.1 **Probationary Employees.** An employee shall be considered a probationary employee for the first six (6) months of his employment and thereafter his anniversary date shall be from his date of hire. In the case of probationary employees there shall be no seniority status or responsibility on the part of the Employer for continuous employment or for reemployment if terminated before the completion of the continuous probationary period. It is understood and agreed that during such probationary period termination or discipline shall be at the sole discretion of the Employer and such matters shall not be subject to the grievance procedure. The probationary time limit may be extended by mutual agreement between the parties.
- 13.2 **Position Openings.** All open or newly created positions which the Employer intends to fill shall be posted for one (1) week before they are publicly advertised and shall reflect the position title, rate of pay, and minimum requirements of the job. In filling such position openings the Employer shall give consideration to applicants who are currently employed within the bargaining unit, provided the applicant possesses the prerequisites of the position and is qualified in the judgment of the Employer. The Employer shall retain sole authority to hire employees. The failure of the Employer to hire a bargaining unit

applicant shall not be a grievable matter by the employee or the Union; however, the failure of the Employer to consider a bargaining unit applicant shall be grievable.

- 13.3 Headings. The paragraph captions used in this agreement are included solely for convenience and shall not affect or be used in conjunction with the interpretation of this agreement.
- 13.4 Stability of Agreement. No agreement, understanding, alteration or variation of this agreement's terms and provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.
- 13.5 Separability. If any term or provision of this agreement is, at any time during the life of this agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict of any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this agreement.


#### **ARTICLE XIV - DURATION**

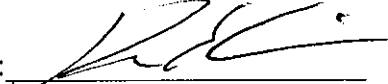
- 14.1 This agreement shall be in effect from July 1, 2022 through June 30, 2025 and thereafter shall be considered automatically renewed for successive periods of one (1) year unless either party shall, within no less than one hundred twenty (120) days from the expiration date above, serve written notice on the other party of a desire to terminate, modify, negotiate, change or amend this agreement in any manner and subject to reopening at any time by mutual agreement.

**IN WITNESS WHEREOF** the parties have caused their names to be signed on this 17th day of October, 2022.

TOWN OF STONINGTON

STONINGTON PUBLIC ADMINISTRATORS  
ASSOCIATION

BY:   
Danielle Chesebrough

BY:   
Roger H. Zier

## SCHEDULE A - WAGE SCHEDULE

WAGE INCREASES:

3.00%

2.80%

| JOB TITLES  | GRADE<br>LEVEL | 7/1/2022  | 7/1/2023  |
|---|----------------|-----------|-----------|
| <b>IT MANAGER;<br/>TOWN ENGINEER</b>  | 6              |           |           |
| MAXIMUM   |                | \$117,274 | \$120,558 |
| MID-POINT   |                | \$101,307 | \$104,144 |
| MINIMUM   |                | \$87,512  | \$89,962  |
|   |                |           |           |
| <b>DEPUTY PUBLIC WORKS DIRECTOR</b>   | 5              |           |           |
| MAXIMUM   |                | \$111,412 | \$114,532 |
| MID-POINT   |                | \$96,243  | \$98,938  |
| MINIMUM   |                | \$83,135  | \$85,463  |
|   |                |           |           |
| <b>ACCOUNTING MANAGER;<br/>BUILDING OFFICIAL;<br/>SOLID WASTE MANAGER;<br/>TOWN PLANNER</b>   | 4              |           |           |
| MAXIMUM   |                | \$105,841 | \$108,805 |
| MID-POINT   |                | \$91,430  | \$93,990  |
| MINIMUM   |                | \$78,979  | \$81,190  |
|   |                |           |           |
| <b>DEPUTY ASSESSOR</b>  | 3              |           |           |
| MAXIMUM   |                | \$100,552 | \$103,367 |
| MID-POINT   |                | \$86,859  | \$89,291  |
| MINIMUM   |                | \$75,029  | \$77,130  |
|   |                |           |           |
| <b>ZONING AND WETLANDS OFFICIAL;<br/>ASSISTANT BUILDING OFFICIAL;<br/>SOCIAL SERVICES ADMINISTRATOR;<br/>YOUTH AND FAMILY SERVICES<br/>ADMINISTRATOR;<br/>RECREATION DIVISION ADMINISTRATOR;<br/>CIVIL ENGINEER</b> | 2              |           |           |
| MAXIMUM   |                | \$85,467  | \$87,860  |
| MID-POINT   |                | \$73,830  | \$75,897  |
| MINIMUM   |                | \$63,778  | \$65,564  |
|   |                |           |           |
| <b>TECHNOLOGY SUPPORT SPECIALIST</b>  | 1              |           |           |
| MAXIMUM   |                | \$81,192  | \$83,465  |
| MID-POINT   |                | \$70,139  | \$72,103  |
| MINIMUM   |                | \$60,588  | \$62,284  |

Wages have been verified by the Finance Director

**SCHEDULE B - SPAA COMPENSATION WAGE SCHEDULE EFFECTIVE JULY 1, 2024**

| <b>JOB TITLES</b>   | <b>GRADE LEVEL</b> | <b>Minimum</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> |
|---|--------------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| IT Manager;<br>Town Engineer  | 6                  | \$89,962       | \$93,318      | \$96,798      | \$100,409     | \$104,149     | \$107,274     | \$110,492     | \$113,807     | \$117,221     | \$120,558     |
| Deputy Public Works Director  | 5                  | \$85,463       | \$88,651      | \$91,957      | \$95,387      | \$98,941      | \$101,909     | \$104,966     | \$108,115     | \$111,359     | \$114,532     |
| Accounting Manager;<br>Building Official;<br>Solid Waste Manager;<br>Town Planner   | 4                  | \$81,190       | \$84,218      | \$87,360      | \$90,618      | \$93,994      | \$96,814      | \$99,718      | \$102,710     | \$105,791     | \$108,805     |
| Deputy Assessor   | 3                  | \$77,130       | \$80,007      | \$82,991      | \$86,087      | \$89,294      | \$91,972      | \$94,731      | \$97,573      | \$100,501     | \$103,367     |
| Zoning and Wetlands Official;<br>Assistant Building Official;<br>Social Services Administrator;<br>Youth and Family Services<br>Administrator;<br>Recreation Division<br>Administrator;<br>Civil Engineer | 2                  | \$65,564       | \$68,010      | \$70,546      | \$73,178      | \$75,904      | \$78,181      | \$80,526      | \$82,942      | \$85,430      | \$87,860      |
| Technology Support Specialist   | 1                  | \$62,284       | \$64,607      | \$67,017      | \$69,517      | \$72,106      | \$74,269      | \$76,498      | \$78,792      | \$81,156      | \$83,465      |

**APPENDIX A – PAYROLL DEDUCTION**

I, \_\_\_\_\_, hereby agree to have the amount of \$ \_\_\_\_\_  
deducted from the first paycheck of each month for the following purpose: (Check one)

\_\_\_\_\_ UNION DUES

Deductions are to start the first paycheck of \_\_\_\_\_.

\_\_\_\_\_  
Employee