

**AGREEMENT**

-between-

**TOWN OF COVENTRY**

-and-

**LOCAL 1303-84 OF CONNECTICUT COUNCIL #4  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

**TOWN HALL EMPLOYEES**

July 1, 2017 - June 30, 2020

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This Agreement entered into by and between the TOWN OF COVENTRY hereinafter referred to as the "TOWN" and LOCAL 1303-84 OF CONNECTICUT COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "UNION".

## **PURPOSE**

It is the intent and purpose of the parties hereto that this Agreement promote and improve the status of the parties, provide orderly collective bargaining relations between the Town and the Union, and secure a prompt and fair disposition of grievances.

## **ARTICLE I RECOGNITION**

1.0 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment for all Town Hall employees including the Public Works Division Administrative Secretary and Engineering Technician but excluding the Town Clerk/Treasurer, Building Official, Town Engineer, Executive Secretary, Public Works Director, Animal Control Officer and Police Chief, and Police and Public Works employees included in other units.

## **ARTICLE II UNION SECURITY**

2.0 A. Each employee covered by this Agreement shall be required, as a condition of continued employment, to become a member of the Union or pay a service fee on or within thirty (30) days of the date of hiring or the effective day of this Agreement, whichever is later. Said service fee shall be in an amount determined by the Union in accord with applicable law.

B. The Union agrees to indemnify and hold harmless the Town for any loss or damage arising from the operation of this Article.

2.1 The Town agrees to deduct from the pay of each of its employees who authorize such from his/her wages, such membership dues, initiation fees, reinstatement fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof.

2.2 The deduction for any month shall be made during the first payroll period of said month and shall be remitted to Council #4, together with a list of names of employees from whose wages such deductions have been made, not later than the last day of said month.

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

2.4 The Town will place a bulletin board in an accessible place for the exclusive use of the Union, and notices shall not be derogatory in nature.

2.5 The Town will provide each employee with a copy of this Agreement within thirty (30) days after its signing. Six (6) signed copies will be given to Council #4. New employees will be given a copy of this Agreement at the time of hire.

2.6 Temporary employees who are excluded from the bargaining unit shall be employed in accordance with the following limitations:

- A. Those employed to fill a special non-permanent or intermittent need shall be employed for not more than one hundred twenty (120) days in a calendar year per Connecticut General Statutes Section 7-467, MERA.
- B. Those employed to fill the position of an employee on long-term leave (e.g., sickness, workers' compensation, leave for holding office) shall be employed for the length of the leave.
- C. Those employed to fill a vacancy shall be employed only so long as the Town has made a good faith effort at recruitment but has been unable to fill the position.

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

3.0 The regular work week shall be Monday through Wednesday, from 8:30 a.m. to 4:30 p.m., with one-half (1/2) hour for lunch; Thursday, 8:30 a.m. to 6:30 p.m., with one-half (1/2) hour for lunch; and Friday, 8:30 a.m. to 1:30 p.m., with the exception of the Public Works Division Administrative Secretary and WPCA Technician who shall work the same hours as the Public Works Union. These hours may be modified by mutual written consent of both parties. The hours of the Senior Center Coordinator shall be established by his/her Supervisor.

3.1 Time and one-half (1-1/2) will be paid for all work in excess of forty (40) hours in any one work week. Compensatory time may be granted in lieu of overtime for all hours worked beyond thirty-seven (37) hours but less than forty (40) hours. The Public Works Division Administrative Secretary and WPCA Technician shall not be eligible for overtime until he/she has worked over eight (8) hours in one day, or forty (40) hours in one week.

Employees requested to attend evening meetings may request permission to change their normal work hours for that week to accommodate the after hours meeting. If the supervisor determines that flex-time would not be advantageous for the Town, the employee's request shall be denied and the employee shall receive overtime or compensatory time for after hours work.

Compensatory time must be used within forty-five (45) days of being earned shall be paid out to the employee. In any case, the employee shall have the option of compensatory time or pay, and all compensatory time reflecting work beyond forty (40) hours in one week shall constitute compensatory time at the time and one-half rate should the employee choose to take it as compensatory time.

The Town Manager shall have the sole discretion to extend the amounts and timeframes for accrual and/or use of compensatory time to address seasonal periods and/or workloads and/or other special circumstances.

The Public Works Director may call in the Public Works Division Administrative Secretary when other overtime activity requires. The Public Works Division Administrative Secretary shall have the right to decline overtime if hazardous road conditions exist unless the Town picks him/her up from their home location within a maximum radius of fifteen (15) miles of the Public Works facility.

3.2 Double time shall be paid for all work performed on the following holidays: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving and Christmas, plus the regular holiday pay. Time and one half shall be paid for all work performed on all other holidays as listed in Section 3.4, plus the regular holiday pay. The Public Works Division Administrative Secretary shall also be entitled to double time for all authorized work performed on Sundays.

3.3 If a Town provided vehicle is not available, an employee on Town assigned business, utilizing their own vehicle, shall be reimbursed at the standard IRS rate.

3.4 The following holidays shall be observed. Said holidays shall be on the day designated by the State Legislature as the legal holiday.

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day Before Christmas
July 4th	Christmas Day
Labor Day	

The Public Works Division Administrative Secretary and WPCA Technician shall observe the same holidays as the Public Works Department, but in no case shall receive fewer holidays than fellow bargaining unit members. In the event that an additional holiday is required for equalization purposes the Public Works Division Administrative Secretary and WPCA Technician shall observe his/her birthday as a holiday. Part-time employees shall receive proportional leave based on their normal work schedule.

When the Town Manager closes the Town Hall for weather conditions, employees working that day shall be paid and no leave will be charged.

3.5 Any holiday occurring on a Sunday shall be celebrated on the Monday following. Any holiday occurring on a Saturday shall be celebrated on the preceding Friday.

3.6 When a holiday occurs while an employee is on vacation leave, he/she shall receive an additional day's vacation time which shall be added to the vacation week.

3.7 If an employee is ill for three (3) consecutive days while on vacation leave, the time may be charged to sick leave, providing the employee submits to the Town Manager a doctor's certificate attesting to the illness.

3.8 Jury Duty. Any employee within the bargaining unit who is required to serve on jury duty shall be paid the difference between his jury duty pay and the pay he or she would receive from the Town on straight time, providing notice is given promptly to the Town following notice to the employee.

#### **ARTICLE IV INSURANCE, PENSION AND WORKERS' COMPENSATION**

4.0 The Town shall provide and pay for, during the term of this Agreement, the full cost of fifty thousand dollars (\$50,000) life insurance for each employee and Accidental Death and Dismemberment coverage in the principal sum of \$30,000 including \$60,000 coverage in the event of accidental death (employee only). Employees may purchase up to an additional \$50,000 of life insurance in \$5,000 increments through payroll deduction.

4.1 A. The Town shall provide and pay for the following insurance for all employees and their enrolled dependents, or other coverage agreed to in any memorandum of understanding or side letter of agreement. Enrollment shall take place annually.

- Health Insurance. Employees may elect coverage for themselves and their enrolled dependents under one of the following plans, or other coverage agreed to in any memorandum of understanding or side letter of agreement:

1. Preferred Provider Plan (PPO)
2. HDHP/HSA with a deductible of \$1,300 for individual and \$2,600 for plus 1 and family coverage (which deductible(s) shall be subject to adjustment on an annual basis in order to qualify as a HDHP in compliance with applicable authority). The Town will contribute 75% of the annual required deductible to an HSA account on or about January 1<sup>st</sup> of each year. The employees shall be responsible for the remaining balance of the deductible and all account maintenance fees. The Town and Union agree that if an employee leaves the employment of the Town during the calendar year in which the Town has pre-funded the required deductible, or chooses to change back to another health plan during the

annual Spring Open Enrollment Period, the employee must reimburse the Town 1/12 of the Town paid deductible for each month remaining in the calendar year (e.g. July 1 change would be 6/12<sup>th</sup> or ½ reimbursement owed) as required by Federal law. The parties acknowledge that the Town's contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather related to the manner in which the deductible shall be funded for active employees. It is further understood that the Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other employees or other individuals upon their separation of employment.

As of January 1, 2018, the deductible amounts will increase to \$1,350 for individuals and \$2,700 for plus 1 or family coverage.

3. ECHIP Common Plan Comprehensive Mix Plan
4. ECHIP Common Plan HDHP/HSA with a deductible of \$2,000 for individual and \$4,000 for plus 1 and family coverage. The Town will contribute 75% of the annual required deductible to an HSA account on or about January 1<sup>st</sup> of each year. The employees shall be responsible for the remaining balance of the deductible and all account maintenance fees. The Town and Union agree that if an employee leaves the employment of the Town during the calendar year in which the Town has pre-funded the required deductible, or chooses to change back to another health plan during the annual Spring Open Enrollment Period, the employee must reimburse the Town 1/12 of the Town paid deductible for each month remaining in the calendar year (e.g. July 1 change would be 6/12<sup>th</sup> or ½ reimbursement owed) as required by Federal law. The parties acknowledge that the Town's contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather related to the manner in which the deductible shall be funded for active employees. It is further understood that the Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other employees or other individuals upon their separation of employment.

The full range of options shall be detailed Appendix B.

If, on December 1, 2018, the total cost of a group health plan or plans offered under this contract meets the contemplated thresholds that would trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation on or after that date, the Town has the right to request a reopener for negotiations on or about January 1, 2019 and/or request that successor contract negotiations commence early on or about January 1, 2019. The reopener shall be for the following purposes:

- (1) Developing one or more alternative group health plan or plans and with a total combined cost that falls below the excise tax thresholds, regardless of whether such replacement plan(s) is/are comparable to the one(s) previously in effect. Such plan(s) shall be implemented no earlier than July 1, 2019.
- (2) Determining who will be responsible for paying the cost of the excise tax.

Eligible employees will be given the option to enroll in the lower cost coverage option(s). If an employee chooses to enroll themselves or their eligible family members in a coverage option that would trigger an excise tax then they will be responsible for the agreed upon extra costs associated with participating in the higher cost plan including but not limited to the cost of any such excise tax in addition to the employees premium cost sharing requirements as set forth above.

- Anthem Blue Cross/Blue Shield Dental with Rider A (for employee only) or comparable dental plan
- Vision Care Rider

Employees shall contribute through payroll deduction the following premium cost sharing percentages of the total expense of health insurance (medical/vision and dental) for the plan the employee selected.

**Coverage under PPO with Vision Rider and Dental**

Effective 7/1/2017 through 12/31/2017 – 13.5%  
Effective 1/1/2018 through 6/30/2018 – 14.5%  
Effective 7/1/2018 through 6/30/2019 – 15.25%  
Effective 7/1/2019 through 6/30/2020 – 16.25%

**Coverage under HDHP with Vision Rider and Dental**

Effective 7/1/2017 through 12/31/2017 – 13.0%  
Effective 1/1/2018 through 6/30/2018 – 14.0%  
Effective 7/1/2018 through 6/30/2019 – 14.75%  
Effective 7/1/2019 through 6/30/2020 – 15.75%

**Coverage under ECHIP Comp Mix or HDHP  
with Vision Rider and Dental**

Effective 7/1/2017 through 12/31/2017 – 15.0%

Effective 1/1/2018 through 6/30/2018 – 15.0%

Effective 7/1/2018 through 6/30/2019 – 15.5%

Effective 7/1/2019 through 6/30/2020 – 16.0%

The Town will deduct this withholding through a Section 125 plan on a pre tax basis.

B. Benefits for part-time employees hired on or after July 1, 1995 shall be prorated on the basis of hours actually worked. Employees working less than 22 hours per week shall not be entitled to Health Insurance coverage.

C. If the Town desires to change insurance carriers the Union President shall first be notified and given the opportunity to review the proposed changes. Should the Union and the Town disagree that the alternative coverages proposed will provide equal coverage to those provided by the group plans described herein, binding arbitration as set forth in Article VII may be immediately implemented at the request of the Town or Union. Such arbitration shall take place before an impartial arbitrator. None of the individual coverages set forth in this Section shall be subject to a proposed change in carrier more than once per year. Should the Town change carriers pursuant to this Section, the privacy of the members of the unit shall be fully respected.

D. The Town reserves the right to introduce a wellness component to the insurance plans offered by the Town which shall have the effect of short-term and long-term benefits to the employees and the Town.

E. Nothing in this Agreement shall preclude the Town from implementing alternative funding and purchasing programs such as but not limited to purchasing prescription drugs through the State plan or pooling with other entities.

4.2 The pension plan in effect when this Agreement was reached shall be subject to separate negotiations in collaboration with other AFSCME units and will be subject to its own timeframes.

Upon retirement at age 65 with a minimum of ten (10) years of continuous service with the Town, the Town shall offer eligible retirees the opportunity to enter into individual contracts for the continuation of group medical insurance. Coverage will not be available to retirees who are eligible for medical benefits through other employment, or who are eligible for Medicare. Coverage must be continuous.

The individual contracts with eligible retirees will provide the eligible retiree with the opportunity to purchase for himself/herself and eligible spouse the same medical and dental insurance benefits provided to active employees, as those benefits may change from time to time, until such time the retiree and/or eligible spouse become eligible for Medicare or reach age 65, whichever is earlier. Such retiree shall be responsible for paying 100% of the cost of such benefits. The individual contracts with eligible retirees will also provide the eligible retiree with the opportunity to purchase Medicare supplements or similar insurance available to Town employees as long as such supplements are available to the Town. The retiree shall pay the full cost of this insurance.

4.3 An employee who suffers personal injury in the performance of his/her work shall be eligible for payment under the Workers' Compensation Act and shall receive the difference between his average weekly earnings for the thirteen (13) weeks prior to such injury and the weekly payment for Workers' Compensation for a maximum of three (3) months. Extensions may be granted by the Town Manager.

4.4 The Public Works Division Administrative Secretary and WPCA Technician shall be responsible for the wearing of any safety equipment as required of the Public Works employees. The Town shall pay for such equipment on the same schedule as for other Public Works employees.

4.5 A long-term disability program with a 90-day elimination period shall be provided by the Town at no additional cost to employees. During absences due to long term disabilities or workers' compensation it shall remain the employee's responsibility to continue payments for any contributory portion of Health insurance premium payments.

## **ARTICLE V VACATIONS**

5.0 Employees shall be entitled to vacation with pay at the employee's base earnings on the following accruals:

- A. Date of hire to employee's fifth year anniversary: Ten (10) work days per year. During the first six months of employment the employee may not utilize any vacation time. After six months, the employee may utilize up to five (5) days of leave to be subtracted from the first year's allotment of ten (10) days. The balance of the first year's allotment shall be available on the employee's anniversary date. In subsequent year's allocations shall only be made on the anniversary date.
- B. Five (5) years but less than ten (10) years: 15 days.
- C. Ten (10) years but less than fifteen (15) years: 20 days.

- D. At fifteen (15) years of service, each employee shall be entitled to one (1) additional day of vacation for each additional year of service to a maximum of twenty-five (25) days with twenty (20) years of service.
- E. The employee's anniversary date shall be used to determine the amount of vacation due. Five (5) days of the ten (10) days earned during the first year of employment may be taken at the end of six (6) months of employment.
- F. Part-time employees shall receive proportional leave based upon their normal work schedule.

5.1 Prorated accumulated vacation pay shall be granted to an employee who terminates his/her service with the Town, but not if he/she leaves without two (2) weeks notice.

5.2 In the event of death of the employee, his or her spouse, and/or children, and/or dependents shall receive the prorated accumulated vacation pay.

5.3 The choice of vacation shall be given by seniority.

5.4 If an employee is ill for three (3) consecutive days while on vacation leave, the time may be changed instead to sick leave, providing the employee submits to the Town Manager a doctor's certificate attesting to the illness.

5.5 Vacation pay will be given to an employee the last day prior to vacation, providing written notice is given to the Manager two (2) weeks before leaving for vacation.

5.6 Additional vacation time without pay may be granted as warranted by the Town Manager when applied for by the employee or his/her representative in writing, stating the reason for the additional leave time. The operating requirements of the Town shall have first priority.

## **ARTICLE VI SICK LEAVE, PERSONAL DAYS, AND LEAVES OF ABSENCE**

6.0 An employee shall accrue sick leave with full pay at the rate of one and one-quarter (1-1/4) days per month to a total of fifteen (15) working days during the calendar year, accumulative to a maximum of one hundred fifty (150) working days. The sick leave may be granted for the following purposes:

- A. Personal illness or physical incapacity.
- B. Exposure to a contagious disease or forced quarantine in accordance with health regulations.

- C. Illness or physical incapacity in the employee's household if such attendance is required subject to an annual limit of five (5) days per year unless the employee is on a leave of absence pursuant to the Federal Family and Medical Leave Act in which case the annual limit shall be waived.
- D. Participation in Town sponsored employee assistance program.
- E. Part-time employees shall receive proportional leave based upon their normal work schedule.
- F. An employee will be allowed to retain up to five (5) days of vacation or personal leave during an FMLA leave.

6.1 An employee, upon retirement or voluntary termination, unless he/she has less than five (5) years of continuous service shall receive, on the basis of his current wages, full compensation for any of his/her unused accumulated sick leave up to a maximum of one hundred ten (110) days. Employees hired after July 1, 1986 shall receive compensation up to a maximum of one hundred (100) days upon retirement and up to a maximum of sixty (60) days upon voluntary termination.

Employees hired after July 1, 1995 shall be entitled to compensation up to a maximum of thirty-five (35) days, not to exceed five thousand dollars (\$5,000), upon retirement, and up to a maximum of twenty (20) days, not to exceed three thousand dollars (\$3,000), upon voluntary severance. Effective January 1, 2018 the compensation amounts shall be indexed to the annual general wage increases. For the duration of this contract, general wage increases will be as follows:

Effective	Wage Increase	Max Retirement	Max Voluntary Severance
7/1/17-12/31/17	-	\$5,000	\$3,000
1/1/18-6/30/18	2.25%	\$5,113	\$3,068
7/1/18-6/30/19	2.0%	\$5,216	\$3,130
7/1/19-6/30/20	2.0%	\$5,321	\$3,193

This severance benefit shall be calculated on the average rate of pay for the last five (5) years of employment for employees hired after July 1, 1992.

Effective January 1, 2004, a Retirement Health Savings (RHS) plan through ICMA VantageCare was established by mutual agreement. This plan governs sick leave severance and shall be attached to the agreement as Appendix A.

6.2 In the event of death, his or her spouse, and/or children, and/or dependents shall receive, on the basis of the employee's current wages, full compensation for any of the employee's unused accumulated sick leave.

6.3 Employees shall receive three (3) work days' leave when a death occurs in his immediate family. Up to two (2) additional funeral leave days may be granted for death of a parent, spouse, or child. Immediate family, for the purpose of this clause, is defined as parents, grandparents, spouse, brother, sister, child, stepchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law or grandchild, and also any person who resides in the employee's household or any person assigned to the family as a foster child. Additionally up to one (1) day per year of bereavement leave may be utilized for the purpose of attending funerals of the employee's aunts or uncles.

Part-time employees shall receive proportional leave based upon their normal work schedule.

6.4 Employees shall be entitled to up to four (4) days of personal leave with pay each calendar year, on at least twenty-four (24) hours advance notice to their department head or supervisor, unless an emergency situation prevents such notice. Personal leave shall be granted unless there is demonstrable need for the employee's services, stated in writing by the department head or supervisor, on the day or days for which such leave is requested. Personal leave days are not accumulative beyond the end of any calendar year.

Part-time employees shall receive proportional leave based upon their normal work schedule.

6.5 Additional sick leave with pay may be granted as warranted by the Town Manager when applied for by the employee or his representative in writing, stating the reasons for the additional sick leave.

6.6 Any employee may be granted a leave of absence without pay upon written approval of the Town Manager. Except in unusual cases or required by law, all leaves of absence shall be unpaid. After ninety (90) days on such an absence, the employee's rights to reinstatement in that position held at the time of granting the leave of absence shall be lost unless a written request for an extension shall be received by the Town Manager within such ninety (90) day period. The Town Manager shall reply to such request in writing within ten (10) working days after receipt of the request.

## **ARTICLE VII GRIEVANCE PROCEDURE**

7.0 Grievances arising out of matters covered by this Agreement will be processed in the following manner at the request of either party.

- A. Within ten (10) working days of the occurrence of the condition giving rise to the grievance or within ten (10) working days of the employee's knowledge of its occurrence, whichever comes later, the aggrieved employee and/or Union Steward shall submit the grievance in writing to the employee's Department Head. The aggrieved employee, Union Steward and the Department Head shall arrange a meeting within ten (10) working days of the submission of the grievance. The Department Head shall provide an answer to the grievance within ten (10) working days of the date of the meeting regarding the grievance.

- B. Within ten (10) working days of the Director Head's answer in Step (A) above, the matter shall be submitted in writing by the aggrieved employee, the Union Representative or the Steward, to the Town Manager. The aggrieved employee, Union Steward and the Town Manager shall arrange a meeting within ten (10) working days of the submission of the grievance. The Town Manager shall provide an answer to the grievance in writing to the aggrieved employee and the Union Steward within ten (10) working days of the date of the meeting regarding the grievance.
- C. Within ten (10) working days of the issuance of the Town Manager's written answer as set forth in Step (B) above, the matter may be submitted by the Union for arbitration by the State Board of Mediation and Arbitration in accordance with its rules and procedures. A copy of the arbitration submission shall, at the same time, be given to the Town Manager, provided time lines shall be determined only by the date of submission to the State Board of Mediation and Arbitration. By mutual agreement of the Town and the Union, the grievance may be submitted for mediation by the State Board of Mediation and Arbitration.
- D. The arbitrator shall not have the power to add to, amend or delete any of the terms of this Agreement and the decision of the arbitrator shall be final and binding on both parties.

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

7.2 All costs of arbitration under this article shall be borne equally by the Union and the Town.

#### **ARTICLE VIII SAVINGS CLAUSE**

8.0 If any Section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provision, and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated Article, Section, sentence, clause or phrase.

**ARTICLE IX  
DISCIPLINARY PROCEDURE**

9.0 A. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which disciplinary action is being applied.

B. Disciplinary actions shall include:

- 1) a verbal warning;
- 2) a written warning;
- 3) suspension without pay;
- 4) discharge;

and shall normally follow this order, depending on the seriousness of the alleged infraction.

C. All suspensions and discharges must be for just cause, in writing, with reason stated, and a copy given to the employee and the Union within twenty-four (24) hours of suspension or discharge.

**ARTICLE X  
PRIOR BENEFITS**

10.0 Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

**ARTICLE XI  
SENIORITY, PROMOTIONS AND LAYOFFS**

11.0 The Town shall prepare a list of bargaining unit employees, showing their seniority in length of service with the Town, and deliver the same to the Union on January 31st of each year. Upon completion of their probationary period, new employees shall be added to this list.

11.1 New employees shall serve a probationary period of six (6) calendar months and shall have no seniority rights during this period but shall be subject to all other provisions of this Agreement. All employees who have completed their probationary period shall acquire length of service records as of the date of their employment. Probationary employees shall not be covered under the terms of this Agreement's grievance procedure if they are dismissed from employment.

- 11.2 A. If vacancies occur in regular positions or new positions are created, the position shall be filled by employees who have sufficient skill, ability to obtain the required position certifications per the job description within a reasonable time depending on the certification not to exceed on (1) year and ability to perform the work with a minimum period of training, in order of their seniority.
- B. When an employee is retained in a vacancy or new position for a period of four (4) calendar months, then he shall be considered qualified and allocated to said position. If the employee is proven unqualified, he shall return to his former position.
- 11.3 A. All vacancies and new positions shall be posted for a period of seven (7) days on the bulletin boards, to be provided for such purpose, prior to any action taken by the Town to fill such vacancies or new positions. If the senior employee successfully bids for the vacancy or new position the seven (7) days shall be waived. Employees wishing to be considered for assignment to such vacancies or new positions may personally or through their steward submit their request to their supervisor. Employees requesting consideration, and who were not selected for such assignment in accordance with the provisions of this Agreement, may appeal the action through the grievance procedure.
- B. Copies of the job posting and a list of persons bidding for the job, and the name of the person appointed to the job, shall be sent to the Union Secretary at the end of the posting period.
- C. Appointments shall be made not later than five (5) days after the posting period.
- D. Employees who are transferred or promoted to a position in a higher pay grade shall be placed at a step which at minimum, assures the employee an increase in salary, but in no case beyond the highest salary of that grade. Effective July 1, 2017, an employee will be placed at the step of the new grade which assures the employee a minimum of a five percent (5%) wage increase.

If an employee transfers from a position to one that is a lower classification, the salary received would be the amount that is closest available to what they were receiving at the higher grade.

11.4 A. An employee in one of the classifications listed below who fills in for the absence of the supervisor to whom he/she is the assistant shall receive the following hourly differential, in accordance with the conditions below:

Administrative Assistant	\$1.00
Assistant to Town Accountant	\$1.00
Assistant to Assessor	\$1.00
Assistant to Collector of Revenue	\$1.00
Assistant Town Clerk I	\$1.00
Planning Technician/Zoning Enforcement Officer	\$2.00*

\* Subject to a two-week maximum.

B. No differential shall be paid for the first two (2) days of work in the higher classification, except that the differential shall be paid from the first day of the supervisor's absence of one calendar week or more. The fact that an employee is not called upon to do all tasks of the higher classification shall not bar payment of the differential.

C. Each employee eligible to earn a differential shall not earn less than a total of three (3) weeks of differential during a fiscal year with the following exception:

The Planning Technician/Zoning Enforcement Officer shall be eligible for a two (2) week guaranteed payment.

Each June a review of the current fiscal year shall be undertaken and employees who have been compensated for less than three (3) or two (2), as applicable, weeks shall receive the difference between their actual differential and the minimum. Payment for this difference shall be made in the final payroll of June at applicable rate.

11.5 Layoffs shall take effect as follows within classification:

A. Probationary employees;

B. Employees working twenty (20) hours per week but less than thirty-seven (37) hours per week.

C. An employee scheduled for layoff may, if he/she desires, replace an employee covered by this contract with less seniority in an equal or lower job classification, provided the bumping employee has greater seniority and is qualified to perform the work of the employee whom he/she bumps. The employee who goes to a lower job classification shall be paid according to the pay schedule of that classification and step which is the rate nearer to his/her prior wage rate. A demoted employee shall have preference when his/her former position becomes available.

- D. An employee in a grant funded position which is eliminated due to reduced funding shall be laid off before any other employee in the same classification.
- E. Employees schedule for layoffs shall be given fourteen (14) days written notice unless financial hardship warrants faster action. This language shall not apply to furloughs.

11.6 Laid off, full-time employees within classifications with most seniority shall be rehired first, and no new employees shall be hired in these classifications until all laid off employees in those classifications have been given an opportunity to return to work. A fifteen (15) day written notice shall be sufficient when sent by registered letter to the last known address. The rehire rights shall terminate twelve (12) months from date of layoff. To be rehired, the employee must be qualified to perform the work.

- 11.7 A. Laid-off employees shall be entitled to continue, without additional expense, health insurance, for up to 3 months, providing other benefits are not available. However, such coverage shall not extend the period of COBRA coverage.
- B. Laid-off employees shall be provided up to \$500 in outplacement services of the employee's choice including, but not limited to, resume writing, training, and license fees, within first 90 days of the employee's layoff.
- C. Laid-off employees shall receive severance benefits paid at retirement basis versus termination basis.

## **ARTICLE XII MANAGEMENT RIGHTS**

12.0 Subject to the conditions of this Agreement, the Union recognizes the retention by the Town of the usual management rights, including the management of the work and the direction of the work force; the right to hire, suspend or discharge for just cause or to transfer; the right to relieve employees because of lack of work or for other legitimate reasons; and the right to determine the extent to which the facilities shall be operated, including the determination of shift hours; and the right to change methods or processes or to use new equipment.

**ARTICLE XIII  
WAGES AND CLASSIFICATION**

13.0 The job classifications in the bargaining unit shall be allocated to the salary schedule as follows:

Grade 9

Grade 8

Grade 7            Engineering Technician, WWTP Operator

Grade 6            Planning Technician/Zoning Enforcement Officer, Inland Wetlands and Soil Erosion Control Officer, Assistant Assessor.

Grade 5            Assistant Town Accountant, Assistant to Assessor, Assistant Collector of Revenue, Public Works Administrative Secretary\*\*\*, Youth Services Coordinator, Administrative Assistant, WPCA Technician, Certified Municipal Clerk, Senior Center Coordinator\*\*\*\*, Assistant Recreation Director\*.

Grade 4            Assistant to Town Accountant, Permit Technician, Administrative Secretary, Assistant Town Clerk II\*\*, Assistant to Collector of Revenue, WPCA Coordinator, Recreation Supervisor.

Grade 3            Assessor's Aide, Assistant Town Clerk I, Floating Utility Clerk, Revenue Clerk I

Grade 2            Clerk Typist, Recreation Assistant.

Grade 1            Temporary Part-time.

Part-Time        Revenue Clerk (The job description and pay rate for this position shall be developed and mutually agreed to by both parties.)

\*As soon as practicable following certification as a Certified Park and Recreation Professional (CPRP), the Assistant to the Recreation Director position shall be moved to Grade 5 provided that such upgrade shall occur no earlier than July 1, 2018.

\*\*As soon as practicable following certification as a Certified Municipal Clerk (CMC), the Assistant Town Clerk II position shall be moved to Grade 5 provided that such upgrade shall occur no earlier than July 1, 2018.

\*\*\* The parties agree to have a job study regarding the duties/compensation of the Public Works Administrative Secretary.

\*\*\*\* Senior Center Coordinator position to be reclassified to Grade 5 effective January 1, 2018.

13.1 Employees who are not at the maximum step will be given an increase on the employee's anniversary for that position. New hires will be given a step increase upon the successful completion of their initial probationary period.

13.2 The following wage schedule (schedule as of June 30, 2017) will remain effective July 1, 2017 through December 31, 2017.

<b>Pay Grade</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>
9	\$32.93	\$33.57	\$34.87	\$36.26	\$37.75	\$39.28
8	\$28.73	\$29.92	\$31.38	\$33.27	\$35.58	\$37.74
7	\$26.09	\$27.11	\$28.37	\$29.99	\$32.00	\$34.03
6	\$24.98	\$26.04	\$27.29	\$28.91	\$30.93	\$32.96
5	\$21.72	\$22.62	\$23.73	\$25.16	\$26.92	\$28.68
4	\$18.93	\$19.69	\$20.66	\$21.92	\$23.41	\$24.94
3	\$17.26	\$17.89	\$18.74	\$19.83	\$21.27	\$22.65
2	\$15.63	\$16.24	\$17.05	\$18.06	\$19.32	\$20.59
1	\$14.22	\$14.75	\$15.52	\$16.45	\$17.54	\$18.71

13.3 The following wage schedule shall be effective January 1, 2018 through June 30, 2018:

Flat \$0.60 increase:

<b>Pay Grade</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>
9	\$33.53	\$34.17	\$35.47	\$36.86	\$38.35	\$39.88
8	\$29.33	\$30.52	\$31.98	\$33.87	\$36.18	\$38.34
7	\$26.69	\$27.71	\$28.97	\$30.59	\$32.60	\$34.63
6	\$25.58	\$26.64	\$27.89	\$29.51	\$31.53	\$33.56
5	\$22.32	\$23.22	\$24.33	\$25.76	\$27.52	\$29.28
4	\$19.53	\$20.29	\$21.26	\$22.52	\$24.01	\$25.54
3	\$17.86	\$18.49	\$19.34	\$20.43	\$21.87	\$23.25
2	\$16.23	\$16.84	\$17.65	\$18.66	\$19.92	\$21.19
1	\$14.82	\$15.35	\$16.12	\$17.05	\$18.14	\$19.31

13.4 The following wage schedule shall be effective July 1, 2018 through June 30, 2019:

2.0% increase:

<b>Pay Grade</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>
9	\$34.21	\$34.86	\$36.18	\$37.60	\$39.12	\$40.68
8	\$29.92	\$31.14	\$32.62	\$34.55	\$36.91	\$39.11
7	\$27.23	\$28.27	\$29.55	\$31.21	\$33.26	\$35.33
6	\$26.10	\$27.18	\$28.45	\$30.11	\$32.17	\$34.24
5	\$22.77	\$23.69	\$24.82	\$26.28	\$28.08	\$29.87
4	\$19.93	\$20.70	\$21.69	\$22.98	\$24.50	\$26.06
3	\$18.22	\$18.86	\$19.73	\$20.84	\$22.31	\$23.72
2	\$16.56	\$17.18	\$18.01	\$19.04	\$20.32	\$21.62
1	\$15.12	\$15.66	\$16.45	\$17.40	\$18.51	\$19.70

13.5 The following wage schedule shall be effective July 1, 2019 through June 30, 2020:

2.0% increase:

<b>Pay Grade</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>
9	\$34.90	\$35.56	\$36.91	\$38.36	\$39.91	\$41.50
8	\$30.52	\$31.77	\$33.28	\$35.25	\$37.65	\$39.90
7	\$27.78	\$28.84	\$30.15	\$31.84	\$33.93	\$36.04
6	\$26.63	\$27.73	\$29.02	\$30.72	\$32.82	\$34.93
5	\$23.23	\$24.17	\$25.32	\$26.81	\$28.65	\$30.47
4	\$20.33	\$21.12	\$22.13	\$23.44	\$24.99	\$26.59
3	\$18.59	\$19.24	\$20.13	\$21.26	\$22.76	\$24.20
2	\$16.90	\$17.53	\$18.38	\$19.43	\$20.73	\$22.06
1	\$15.43	\$15.98	\$16.78	\$17.75	\$18.89	\$20.10

13.6 The Town will match dollar for dollar an employee's contribution to the ICMA Section 457 Deferred Compensation program up to one thousand dollars (\$1000) annually (\$38.46 per bi-weekly payroll). Effective July 1, 2015, the Town will match dollar for dollar an employee's contribution to the ICMA Section 457 Deferred Compensation program up to one thousand one hundred dollars (\$1100) annually (\$42.31 biweekly). Effective July 1, 2016, the Town will match dollar for dollar an employee's contribution to the ICMA Section 457 Deferred Compensation program up to one thousand two hundred dollars (\$1200) annually (\$46.15 biweekly).

**ARTICLE XIV  
LONGEVITY**

14.0 Each bargaining unit member who is actively employed on November 15 and has completed at least five years of service by November 15 shall receive a longevity payment of one hundred (\$100) dollars for each year of completed service with the Town, up to a maximum of fifteen hundred (\$1500) dollars per year.

New employees hired on or after July 1, 2014 shall be eligible for a longevity payment of five hundred dollars (\$500) after completion of ten (10) years of service and, thereafter, an additional one hundred dollars (\$100) for each year of service beyond ten (10) years up to a maximum of one thousand dollars (\$1000) annually as set forth in the schedule below.

Schedule of Longevity Payments for Employees Hired On or After July 1, 2014

<b>Years of Service</b>	<b>Longevity Payment</b>
Upon completion of 10 years	\$500
Upon completion of 11 years	\$600
Upon completion of 12 years	\$700
Upon completion of 13 years	\$800
Upon completion of 14 years	\$900
Upon completion of 15 years	\$1000

14.1 Longevity payments shall be included in the normal payroll no later than November 30. Longevity shall not be considered in any separation or retirement payouts whether in part or prorated.

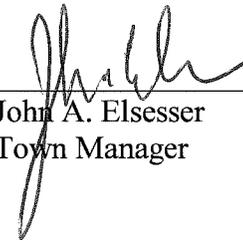
**ARTICLE XV  
DURATION**

15.0 This Agreement shall be effective as of the first day of July 2017 and shall remain in full force and effect through the thirtieth (30th) day of June 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing not more than two hundred and ten (210) days nor less than one hundred and eighty (180) days prior to the anniversary date, that it desires to modify this Agreement. Upon receipt of such notice, meetings shall begin as soon as possible to negotiate such changes, but no later than thirty (30) days after such notice has been received by either party.

IN WITNESS WHEREOF, the parties hereto have set their hands this 5<sup>th</sup> day of Dec., 2017.

TOWN OF COVENTRY

LOCAL 1303-05, AFSCME,  
CONNECTICUT COUNCIL #4

By:  12/5/17  
John A. Elsesser                      Date  
Town Manager

By:  12/5/17  
Brenda Bennett                      Date  
President

By:  11-28-17  
Attorney Anthony Bento                      Date  
Staff Representative  
Council #4, AFSCME, AFL-CIO