

**TOWN OF LITCHFIELD**

**And**

**LITCHFIELD MUNICIPAL EMPLOYEES UNION  
AFSCME, AFL-CIO  
LOCAL 1303-329 OF COUNCIL #4**

**JULY 1, 2016 through JUNE 30, 2020**

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**TOWN OF LITCHFIELD  
AND  
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LOCAL 1303-329 OF COUNCIL #4 AFSCME, AFL-CIO**

**PREAMBLE**

The primary purpose of any municipal government is to guard, foster and promote the welfare of the community. A well-governed, healthy and prosperous community cannot neglect, in the one hand, its moral and legal obligations to its employees, while then recognizing on the other hand, the requirement that the employees of the municipality accept the realities and limitations of the municipality's sourcing of financing.

**ARTICLE 1  
AGREEMENT**

**AGREEMENT** entered into by and between the Town of Litchfield, hereinafter referred to as the "Town", and the Litchfield Municipal Employees Union, Local 1303-329 of Council 4, AFSCME hereinafter referred to as the "Union".

**ARTICLE 2  
RECOGNITION**

The Town recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages/salaries, hours and other conditions of employment for the Administrative Secretary/Central Services Coordinator; Assistant Town Clerk/Assistant Registrar of Vital Statistics; Assistant to the Assessor; Assistant to the Tax Collector; Assistant to the Finance Director; Secretary to the Land Use/Zoning Enforcement Admin.; Secretary to the Building Official/ADA Coordinator; Secretary to the Fire Marshal; Social Services Coordinator; Finance Department Account Clerk; Executive Secretary Public Works Department; Asst. Park & Recreation Coordinator; Animal Control Officer; Clerk/Typist and Office Clerk. Pursuant to the Town recognizing all new employees for the purpose of collective bargaining, this recognition shall not be applicable to seasonal, temporary, and part-time employees of the Park and Recreation Department.

**ARTICLE 3  
AGENCY SHOP AND DUES CHECK OFF**

**SECTION 1**

All employees in the bargaining unit as set out in Article 2 who are members of the Union must pay monthly dues uniformly required of all union members for the duration of the Agreement.

**SECTION 2**

All employees in the unit as set out in Article 2 who are not Union members, as a condition of continued employment, shall pay to the Union each month a service charge as a contribution toward the cost of administration of this Agreement. The amount of such service charge shall be equivalent to the proportionate costs of collective bargaining, grievance adjustment and contract administration equivalent to the amount uniformly required of Union members.

**SECTION 3**

Upon receipt of individual written authorization from Union members, the Town agrees to deduct Union dues or service charges monthly from earned wages and remit promptly to said Union not later than thirty (30) days after deductions are made. Said dues or service charges shall be made payable to "Local 1303, Council #4, AFSCME".

**SECTION 4**

The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, lawsuits or other forms of liability including reasonable attorneys' fees that shall or may arise out of, or by reasons of, action taken by the Town for the purpose of complying with the provisions of this Article.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

**SECTION 1**

There are no provisions in this Agreement that shall deem to limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to the effective date of this contract unless and only to the extent that provision 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 Town's rights, powers and authority include, but are not limited to, the right to manage its operation and assignments; the right to make all plans and decisions on all matters involving its operations and assignments, the scheduling of operations and assignments; means and processes of operations and assignments; the materials to be used; and the right to introduce new and improved methods and facilities and to change existing methods and facilities; and to run the Department efficiently.

**ARTICLE 5**  
**WAGES AND PREMIUM PAY**

**SECTION 1 – WAGES**

(a.) **General Wage Increase:** All employees shall receive a general wage increase as follows:

Retroactive to July 1, 2016 and through June 30, 2017 - 3%  
July 1, 2017 through June 30, 2018 - 3%  
July 1, 2018 through June 30, 2019 - 3%  
July 1, 2019 through June 30, 2020 - 3%

(b.) **New Hire Rate:** All new employees hired on or after July 1, 2016 and on or before June 30, 2020 shall be hired at the following rate based on their job classification:

- (1) Executive Secretary, et al
- (2) Assistant to Finance Director
- (3) Clerk Typist

The new hire rate shall increase each contract year by the same percentage as the general wage increase. Therefore, the hire rates during the term of this Agreement shall be as follows:

<b><u>Date of Hire/Job Classification</u></b>	<b><u>Hire Rate</u></b>
<b>EXECUTIVE SECRETARY, ET AL</b>	
Hired on or after July 1, 2016 and on or before June 30, 2017	\$19.80
Hired on or after July 1, 2017 and on or before June 30, 2018	\$20.39
Hired on or after July 1, 2018 and on or before June 30, 2019	\$21.00
Hired on or after July 1, 2019 and on or before June 30, 2020	\$21.63
<b>ASSISTANT TO FINANCE DIRECTOR</b>	
Hired on or after July 1, 2016 and on or before June 30, 2017	\$22.04
Hired on or after July 1, 2017 and on or before June 30, 2018	\$22.70
Hired on or after July 1, 2018 and on or before June 30, 2019	\$23.38
Hired on or after July 1, 2019 and on or before June 30, 2020	\$24.08
<b>CLERK TYPIST</b>	
Hired on or after July 1, 2016 and on or before June 30, 2017	\$15.41
Hired on or after July 1, 2017 and on or before June 30, 2018	\$15.87
Hired on or after July 1, 2018 and on or before June 30, 2019	\$16.35
Hired on or after July 1, 2019 and on or before June 30, 2020	\$16.84

**SECTION 2 – OVERTIME**

Overtime at the rate of time and one-half (1 ½) of the employee’s regular rate shall be paid for all hours approved by the employee’s supervisor and worked in excess of eight (8) hours in any one day or forty (40) hours in any work week. Employees must record all hours worked on a daily basis, including the time of arrival at work, the beginning and ending of their lunch period and the time out at the end of the day.

**SECTION 3 – HOLIDAY PAY**

Any employee working on a holiday as defined in Article 12 shall receive one and one-half (1 ½) times his regular rate of pay for the hours so worked, plus pay at the regular rate for hours worked on the holiday.

**SECTION 4 – LONGEVITY**

Each employee shall receive a longevity payment within thirty (30) days of the anniversary date of his/her employment based on years of service with the Town as follows:

5- 9 years	\$400
10-14 years	\$600
15-19 years	\$650
20 or more years of service	\$750

**SECTION 5**

The Assistant Town Clerk who is required to cover the position of Town Clerk for over ten (10) consecutive workdays shall be paid for all hours at an additional fifteen percent (15%) of his/her hourly rate.

**SECTION 6**

Employees who were hired on or before June 30, 2005 and currently receive a \$500 payment for State certification for their work in the Tax Collector’s and Town Clerk’s office will continue to receive this payment each year by December 1<sup>st</sup>. All employees that are hired on or after July 1, 2005 and obtain a State certification necessary for their work in the Tax Collector and Town Clerk’s offices shall receive a one-time payment of \$500 upon receipt of the state certification and shall not receive any subsequent payment for any recertification.

**ARTICLE 6**  
**SICK LEAVE**

**SECTION 1**

In cases where a permanent full-time employee is absent due to illness, injury or disability, the employee shall be provided with sick leave benefits for in under this Article.

**SECTION 2**

For purposes of this Article (and Article 9), illness, injury and disability shall be defined as including pregnancy disability and complications due to pregnancy and as excluding any and all illnesses, injuries or disabilities covered by Connecticut Workers' Compensation Act.

**SECTION 3**

- (a.) Sick leave credit shall be earned by each permanent employee at the rate of one and one-quarter (1 ¼) days for each calendar month of service, not to exceed 150 days. Part-time employees shall earn pro-rated sick leave credit based on their regular work schedule. In case of retirement or death, 1/3 of the accumulated sick leave will be paid as terminal pay.
- (b.) Sick leave earned in any month of service shall be available at any time during any subsequent month.
- (c.) An employee who accrues sick leave days beyond the maximum set forth in Section 3 (a.) shall receive pay for those additional days including partial thereof at twenty dollars (\$20.00) per day each calendar year. Payment shall be made not later than January 31<sup>st</sup> of the following year.
- (d.) Each employee shall receive in writing the accumulated sick days earned by February 15<sup>th</sup> of every calendar year.

**SECTION 4 - SICK LEAVE ACCUMULATION**

- (a.) Sick leave shall continue to accumulate during vacation
- (b.) No credit for sick leave shall be granted for time worked by an employee in excess of his normal work week.

**SECTION 5 – MEDICAL CERTIFICATE REQUIRED**

A medical certificate acceptable to the First Selectman may be required

- (a.) For any period of absence consisting of four (4) or more consecutive working days.

- (b.) For any prolonged illness or injury, a medical certificate will be required for every pay day period thereafter. A pay period shall be construed to be two weeks and a certificate shall be submitted along with payroll sheets, except that one (1) medical certificate is acceptable to cover several weeks if it states that the employee will be unable to work to the specified period of time.
- (c.) In any instance where the First Selectman has reasonable cause to believe that sick leave is abused, the Town may require the employee to submit to an examination by a doctor of the Town's choosing.

**SECTION 6**

Any employee who, by reason of an extended illness, injury or disability has exhausted his/her sick leave shall be entitled to use accumulated vacation time and his or her personal days, if available. Thereafter, he or she may request Unpaid Leave in accordance with Article 10.

**SECTION 7**

Jury duty leave with pay shall be granted in accordance with Connecticut State Statute Section 51-247. The employee shall notify the Town two (2) weeks prior to jury duty date.

**SECTION 8**

An employee may take up to five (5) days per calendar year as family illness days. Said days shall be subtracted from their sick leave accrual. Family shall be defined as a member of the immediate family or a live-in relative within the household.

**ARTICLE 7**  
**PERSONAL LEAVE**

**SECTION 1**

All full time and part time employees shall be allowed three (3) days of personal leave with pay each calendar year. Part-time employees shall be allowed pro-rated paid personal leave based on the regular work schedule. Personal leave shall be pro-rated during the first year of employment based on employee's date of hire.

**SECTION 2**

Application for leave in the above position shall be made to the Department Head at least twenty-four (24) hours before taking such leave except in cases of emergency. In cases of emergency, the employee shall prepare a written request upon return to work.

**SECTION 3**

Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the employee is entitled. Such personal leave shall not be cumulative.

**ARTICLE 8**  
**FUNERAL LEAVE**

**SECTION 1**

Employees shall be entitled to five (5) days leave of absence with pay when a death of a spouse or child occurs.

Employees shall be entitled to four (4) days leave of absence with pay when a death occurs in the immediate family. The "immediate family" for this purpose shall be defined as mother, father, current mother-in-law, current father-in-law, son-in-law or daughter-in-law, sister, brother, step-parent, grandchildren, or most recent foster parents, step-children or foster children, former legal guardian or any relative domiciled in the employee's household.

**SECTION 2**

In the case of death of current brother-in-law, current sister-in-law, aunt, uncle and grandparents of an employee, three (3) days of funeral leave with pay shall be granted to an employee.

**SECTION 3**

In the case of death of a co-worker, one (1) day of funeral leave with pay shall be granted to an employee.

**SECTION 4**

Up to three (3) days of paid sick leave may be used to extend funeral leave, upon prior approval of the First Selectman, which approval shall not be unreasonably withheld.

**SECTION 5**

Funeral leave can be taken for pre and post funeral-related business.

**SECTION 6**

Part-time employees shall receive pro-rated paid funeral leave based on their regular work schedule.

**ARTICLE 9**  
**PREGNANCY DISABILITY LEAVE**

**SECTION 1**

A pregnant employee may continue to work so long as she wishes prior to delivery, provided she can fully and effectively perform the duties of her position. Any pregnant employee who become disabled due to pregnancy or medical complications related to pregnancy and is unable to perform her normally assigned duties, shall submit a written statement from her physician indicating her present physical condition, the expected date of child birth, the nature of the assigned duties and probable duration of that disability.

**SECTION 2**

Any employee so disabled shall be granted paid sick leave to the extent accrued, after which time the employee shall be entitled to use accumulated vacation time and her personal days, if available. Thereafter, the employee may request unpaid leave in accordance with Article 10.

**SECTION 3**

Any pregnant employee requesting leave time prior to becoming disabled may do so by using her accumulated vacation and personal days if available.

**SECTION 4**

Any employee returning from pregnancy disability leave shall be reinstated to the original job she held at the time such pregnancy disability leave commenced or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits.

**SECTION 5**

Any employees previously disabled as a result of pregnancy or medical complications related to pregnancy must return to her job when she is physically able to perform her duties. The Town may require medical proof from a doctor of the Town's choosing of any disability which it considers unduly long in duration. Failure to return from pregnancy disability leave on her expected return date shall be cause for termination of the employee's services. This Section does not apply if the employee has properly and timely requested Unpaid Leave in accordance with Article 10 or, if in advance of such return date, presents a physician's statement that the employee is still disabled due to pregnancy or medical complications related to pregnancy.

**ARTICLE 10**  
**UNPAID LEAVE**

An employee may request from the First Selectman an extended leave without pay for any purpose, including child rearing and illnesses, injuries or disabilities which continue beyond accumulated sick leave, provided such request must be in writing and be submitted two weeks

prior to commencement of such leave. The employee's written request for such leave must also include the proposed duration thereof, and will be considered only after exhaustion of any vacation entitlement.

## **SECTION 2**

Such leave may be granted for a period not to exceed sixty (60) calendar days. The employee shall have no right to extend the duration of this leave; provided, however, that unpaid leave may be extended at the discretion of the First Selectman if the employee submits a request for extension in writing prior to the end of the initial unpaid leave period.

## **SECTION 3**

An employee on an unpaid leave shall be entitled to receive life, health and dental insurance benefits on the same terms and conditions as provided to active employees. All retirement and other related employee benefits shall be continued in full at no cost to the employee.

## **SECTION 4**

Except as provided in Article 9, Section 4

Any employee returning from unpaid leave of not more than sixty (60) calendar days shall be reinstated to his/her position held at the commencement of said unpaid leave; and

Any employee returning from unpaid leave in excess of sixty (60) days may be reinstated to his/her position held at the commencement of said unpaid leave or, if no vacancy or opening exists in that position, to the first equivalent vacant position for which the employee is qualified.

## **SECTION 5**

Denial of unpaid leave may not be arbitrated

***NOTE: WHEN A CONFLICT WITH FEDERAL FAMILY MEDICAL LEAVE ACT EXISTS WITH REGARD TO CERTAIN SECTIONS OF 9 & 10 HEREWITH, THE FEDERAL ACT SHALL SUPERSEDE THOSE CONTRACT LEAVE PROVISIONS ONLY.***

## **SECTION 6**

The Union President (or any designee of the Union President who is approved by the First Selectman at his discretion) may take up to five (5) days off from work without pay in one of the three years of this Contract to attend either the State Labor Council Convention, Council #4 Convention, or the AFSCME International Convention.

**ARTICLE 11**  
**VACATION**

**SECTION 1**

The vacation year shall be the 12-month period following an employee's anniversary hire date. All vacations must be completed during that year and are not cumulative on a yearly or monthly basis, provided however, an employee may carry over up to five (5) vacation days to the following vacation year, provided further, however, that the employee shall make his/her request for carryover, in writing to the First Selectman by the last day of the vacation year in which the Vacation was intended to be used. Any carried over vacation time must be used within 4 months.

Each permanent full time employee shall be granted vacation leave with pay in accordance with the following schedule:

<b><u>Service</u></b>	<b><u>Vacation Allowance</u></b>	<b><u>Accrual Formula Days Per Month</u></b>
Completed 1 year on anniversary date	10 calendar days	.833
Completed 2-10 years on anniversary date	15 calendar days	1.25
Completed 11 years on anniversary date	20 calendar days	1.67

After twenty (20) years of continuous service, the employee shall receive one (1) day additional vacation time for each year employed up to 24 years. Schedule as follows:

Completed 20 years on anniversary date	1 calendar day	1.75
Completed 21 years on anniversary date	2 calendar days	1.83
Completed 22 years on anniversary date	3 calendar days	1.92
Completed 23 years on anniversary date	4 calendar days	2.00
Completed 24 years on anniversary date	5 calendar days	2.08

Part-time employees shall be granted pro-rated vacation leave with pay, based on their regular work schedule.

**SECTION 2 – CREDIT UPON TERMINATION**

Upon termination of employment, a permanent employee who has worked longer than one year will receive within 30 days of termination, any vacation pay which he/she has earned the previous year (anniversary date of hire) but not received and a pro-rated share for each full month of service up to termination.

**SECTION 3 – BREAK IN SERVICE**

Vacation time shall be determined by the length of continuous service. For purposes of computing vacation time, employees who leave the Town’s service and are later restored shall be considered as new employees.

**SECTION 4**

Vacation preference slips will be distributed no later than December 1<sup>st</sup>. Choice of vacation dates will be granted whenever practicable, subject to the need of the department with approval by the First Selectman, and subject further to the requirement that all employees be given the opportunity to schedule up to two (2) weeks vacation before additional vacation time is scheduled. Vacations scheduled in excess of two weeks must be approved by the First Selectman. Any conflict in scheduling vacations will be resolved in favor of the employee having greater department seniority. Any employee, who fails to submit his/her choice of vacations days by February 15<sup>th</sup>, will forfeit vacation choice by seniority for that year.

**SECTION 5**

Vacation days must be used in increments of whole or half days or hours.

**SECTION 6**

In the event of the death of any employee, his/her prorated vacation pay shall be paid to his/her designated beneficiary within thirty days.

**SECTION 7**

When a holiday occurs during a regular vacation, said holiday shall not be charged against the employee’s earned vacation.

**ARTICLE 12**  
**HOLIDAYS**

**SECTION 1**

The following holidays shall be paid for under the following conditions

- |   |                  |                           |
|---|------------------|---------------------------|
| New Year’s Day  | Memorial Day     | Thanksgiving Day          |
| Martin Luther King Day  | Independence Day | Day after Thanksgiving    |
| Labor Day   |                  | Christmas Eve Day – ½ day |
| President’s Day   | Columbus Day     | Christmas Day             |
| Good Friday   | Veteran’s Day    | New Year’s Eve – ½ day    |
| Floating Holiday of Employee’s choosing with Supervisor Approval. |                  |                           |

**SECTION 2**

The holiday must fall on a regularly scheduled workday except:

- (1.) Any holidays falling on Sunday shall be observed on the following Monday. If it becomes necessary for an employee to work on a Sunday on which the actual holiday occurs, such Sunday shall not be construed as a holiday.
- (2.) Holidays falling on Saturday shall be celebrated on the preceding Friday. If it becomes necessary for an employee to work on a Saturday on which the actual holiday occurs, such Saturday shall not be construed as a holiday.

**SECTION 3**

If a holiday occurs during an employee's paid sick leave, he shall receive full pay for the day, and the day shall not be charged against his sick leave allowance, providing that such employee shall not be paid sick leave allowance for that holiday.

**SECTION 4**

If a holiday occurs during an employee's scheduled vacation, he shall be granted an extra day off without loss of pay.

**SECTION 5**

Part-time employees shall be paid holiday pay based on the average hours per day that they worked during the holiday week.

**ARTICLE 13**  
**MILEAGE**

Employees shall receive the current I.R.S rate in effect per mile for the use of their personal automobiles when engaged in Town business and between town office buildings, and written prior authorization has been granted.

**ARTICLE 14**  
**INSURANCE AND HEALTH BENEFITS**

**SECTION 1**

All employees whose regular work schedule is twenty-five (25) hours or more per week will pay the same premium sharing as a full-time employee.

Employees whose regular work schedule is less than twenty-five (25) hours per week will not be eligible for health insurance coverage.

## **SECTION 2 – MEDICAL INSURANCE**

The employee and his/her eligible dependents will receive the following insurance paid for by the Town of Litchfield.

### **BlueCare POS Plus Option I :**

(b) Employees who are enrolled or wish to enroll in the Anthem BlueCare POS Plus Option I Plan are eligible to receive benefits under this plan until June 30, 2017. Effective July 1, 2017, this plan will no longer be provided. Employees shall pay fourteen percent (14%) of the applicable premium for coverage through payroll deduction during the period from July 1, 2016 through June 30, 2017. This plan includes (lifetime maximum unlimited participating providers, physicians & hospital; \$1,000,000 lifetime maximum nonparticipating, physicians & hospitals) \$0 co-payments for preventive health care services; \$20 office visit (participating providers); Emergency Room visit co-pay: \$100; managed care; Prescription Drug Rider (Co-payments: retail prescription co-pays are: \$10/prescription generic drugs, \$25/prescription brand name formulary (preferred), \$40/prescription brand name non-formulary (non-preferred)); Mail Order Prescription Drug Rider (Co-payments: \$20/prescription generic drugs, \$50/prescription brand name formulary (preferred), \$80/prescription brand name non-formulary (non-preferred)); Unlimited maximum per covered person per calendar year; Flexible Dental Plan.

In accordance with law, benefits may be available to children of employees to age 26.

**OR**

### **Health Savings Account**

(c) Employees who wish to enroll in a high deductible plan with a health savings account shall pay fourteen percent (14%) of the applicable premium for coverage through payroll deduction during the period from July 1, 2016 through June 30, 2017. This plan includes a \$1500 deductible for individual coverage and a \$3000 deductible for couple and family coverage with no copays owed after the deductible is met.

Effective July 1, 2016 the Town will contribute fifty percent (50%) of the deductible amount as follows: for employees who enroll in the HSA plan on a quarterly basis at the beginning of each quarter provided, however, that the quarterly payment covering the quarter in which the employee separates from employment with the Town shall be prorated through the date of separation of employment. If the Town makes a quarterly payment and the employee separates from employment prior to the end of the quarter for which the Town has made advance payment, the employee shall be required to reimburse the Town for the overpayment. The Town and the employee shall agree on a payment plan that would require the employee to repay the overpaid amount within 90 days of the employee's date of separation of employment. If the employee can demonstrate a hardship or a catastrophic injury or illness to him/herself or a covered dependent, the Town will make the contribution in advance promptly upon receipt of documentation showing the hardship.

The plan includes the following:

- pays 100% of covered services subject to plan provisions and limitations for in-network services after the out-of-pocket maximum is met; 80% for out-of-network services
- preventive services are 100% covered; not allocated toward deductible amount
- Employee contributions to their HSA may be made on a pre-tax basis (in accordance with applicable law) and may be made through payroll deductions.
- Town will pay maintenance/bank account fee to maintain HSA accounts

Effective July 1, 2017 Town will offer only the HDHP plan.

Town will contribute to the deductible the following amounts:

- 75% of the deductible for the plan year from 7/1/17 through 6/30/18
- 60% of the deductible for the plan year from 7/1/18 through 6/30/19
- 50% of the deductible for the plan year from 7/1/19 through 7/20/20

Employees will pay the following percentage of the premiums:

- 12% July 1, 2017 through June 30, 2018
- 13% July 1, 2018 through June 29, 2020
- 15% June 30, 2020

### **SECTION 3 – LIFE INSURANCE**

All full-time employees shall receive \$50,000 life insurance benefit (term policy). All part-time employees shall receive a \$30,000 life insurance benefit. The Town shall pay one hundred percent (100%) of the cost of this policy.

### **SECTION 4 - FAMILY DENTAL INSURANCE**

All employees and their families shall be eligible to enroll in Blue Cross/Blue Shield Flexible Dental Plan, which shall consist of 80% Preventive and Diagnostic; 50% Basic Services Including Anesthesia; 50% Major Services; and \$50/\$150 Deductible Shared between Basic and Major Services, \$1,000 calendar year maximum.

### **SECTION 5**

The Town reserves the right to change medical and life insurance carriers that will provide coverage that is substantially equivalent to the coverage now in effect. The Union will be given thirty (30) days notice of any proposed changes and an opportunity to review the same with the Board of Selectmen prior to implementation of any changes.

### **SECTION 6**

Eligible employees shall be entitled to participate in the Town's Flexible Benefit Plan.

**ARTICLE 15**  
**RETIREMENT PLAN**

**SECTION 1**

The Town participates in the Federal Social Security Program, contributions being based on Federal regulations.

**SECTION 2**

2.1 The Town shall continue to provide "The Town of Litchfield Amended and Restated Municipal Employees Retirement Plan effective October 1, 1989" for the Town's permanent full time employees meeting eligibility requirements as set forth in the contract with the insuring company. This shall be known as the "Defined Benefit Plan".

2.1.1 Employees hired prior to July 1, 2012 who are vested in the Defined Benefit Plan may continue their participation in the Defined Benefit Plan and shall contribute 1% of their Annual Compensation to the Plan:

2.1.2 Employees hired on or after July 1, 2012 may not participate in the Defined Benefit Plan. Those employees shall participate in the Town's Defined Contribution Plan. Under the terms of the Defined Contribution Plan, the Town will contribute 3% of an eligible employee's wages and eligible employees may contribute up to the maximum amount allowed by law.

2.2 All employees shall be provided copies of the plans upon request.

**ARTICLE 16**  
**DISMISSALS**

**SECTION 1**

The Town shall not discipline or discharge an employee without just cause after the employee's completion of the six-month probationary period referenced in Article 20, Section 2. Any discipline or discharge after the six-month probationary period is subject to the grievance procedure. The employee and Union President shall receive a written notice that a disciplinary action has been taken against an employee. Employees shall be advised of his/her right to Union representation in advance.

**SECTION 2**

In cases of illegal act or gross misconduct, the employee shall be immediately suspended pending final disciplinary action including discharge.

**ARTICLE 17**  
**GRIEVANCE PROCEDURE**

**SECTION 1**

A grievance shall mean a violation, misinterpretation, misapplication or infringement of any provision of this Agreement.

A grievance shall include facts that form the basis of the grievance provided that the Union may include additional facts to support its grievance upon the Town's written assertion that the facts alleged are insufficient.

The First Selectman may, at his discretion, skip the Level One step and immediately process the grievance to Level Two where the grievance is not based on a decision that was made by the employee's supervisor.

**SECTION 2**

- (1.) **Level One – Department Head** – The Grievant and the Union shall first present the grievance in writing to the appropriate Department Head within ten (10) working days of its occurrence. The Department Head shall make careful inquiry into the facts and circumstances of the Grievant's complaint. The appropriate Department Head shall attempt to resolve the problem promptly and fairly and shall give his written decision and the reasons therefore to the employee within ten (10) working days from the date of submission of the grievance.
- (2.) **Level Two – First Selectman** – If the Grievant and the Union are dissatisfied with the decision rendered at Level One, they may submit the grievance, in writing, to the First Selectman within five (5) working days after receipt of the decision in Level One above. The First Selectman shall conduct a separate investigation and shall render his/her decision, in writing with the reasons therefore to the Grievant and Department Head, within ten (10) working days from the date of submission of the grievance.
- (3.) **Level Three – Board of Selectmen** – If the Grievant and the Union are dissatisfied with the decision rendered at Level Two, they may submit the grievance, in writing, to the Board of Selectmen within five (5) working days after receipt of the decision in Level Two above. The Board of Selectmen in such matters shall within twenty (20) working days or the next regular scheduled meeting of the Selectmen, whichever is later, after receipt of the appeal, meet with the aggrieved person and the Union for the purpose of reviewing the grievance.

The Town or its designated Board of Selectmen shall, within five (5) working days, render its decision and the reasons therefore in writing to the grievant.

- (4.) **Level Four – Impartial Arbitration** – If the Union is dissatisfied with the decision rendered at Level Three, it may within ten (10) working days after receipt of the Board of Selectmen’s decision, submit the matter to arbitration.

The Connecticut Board of Mediation and Arbitration shall act as the administrator of the proceedings.

Said State Board shall hear and decide only one (1) grievance in each case and shall be bound by and must comply with all the terms of this Agreement. Said State Board shall have no power to add to, delete from or modify in any way the provision of the Agreement.

The decision of the State Board of Mediation and Arbitration shall be final and binding on all parties, unless the same is contrary to law.

### **SECTION 3**

Employees who attend grievance meetings, arbitration or prohibited practice hearings during work hours shall not suffer a loss of pay. The employee(s) shall notify their supervisor two (2) workdays prior of such attendance.

## **ARTICLE 18** **RESIGNATIONS**

### **SECTION 1**

Written notice of resignation should be filed with the First Selectman or his/her designee at least two weeks in advance of separation where possible. This notice should include a statement of the reasons for this action.

### **SECTION 2**

An employee who resigns shall be entitled to pay, up to and including, the last day of work.

### **SECTION 3**

In addition, the employee shall be paid for accumulated vacation time which is due, but has not taken.

## **ARTICLE 19** **VACANCIES**

### **SECTION 1**

All vacancies and new positions shall be posted at all work sites for seven (7) working days with notice given to the Union President in writing of such said posting. When a vacancy exists or a new position is created, the employee with the highest department seniority from within the

department wherein the vacancy or new position exists shall be given first opportunity to fill the position, provided he/she is qualified and has the fitness and ability to perform the work. If he/she refuses, it shall go to the next senior person who has qualified and has the ability and fitness to perform the work.

## **SECTION 2**

If no employee in the department wherein the vacancy or new position exists has qualified, the position shall be filled by an employee from other departments in the bargaining unit, with the employee with the highest seniority being given the first opportunity to fill the position, provided he/she is qualified and has the ability and fitness to perform the work. If he/she refuses, it shall go to the next senior person, provided he/she is qualified.

## **SECTION 3**

The person appointed to the vacancy or new position and the Union President shall be notified, in writing, of the appointment. When an employee receives another position within the bargaining unit, the employee must be notified in writing within five (5) days and to include a start date not to exceed thirty (30) working days, which may be extended by mutual agreement.

## **SECTION 4**

If no employees in the bargaining unit are qualified, the Town may fill the position as it sees fit.

# **ARTICLE 20** **SENIORITY**

## **SECTION 1**

Seniority shall be defined as the length of full time continuous service from the employee's last date of hire with the Town. Part-time service for selected seniority benefits may be added under provisions of Section 5 of the Article.

## **SECTION 2**

All new employees shall service a probationary period of six (6) months and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement, except the right to grieve their discharge during the probationary period.

## **SECTION 3**

An employee shall lose all seniority under any of the following circumstances:

- (a.) He/she resigns voluntarily
- (b.) He/she is discharged for just cause.

- (c.) He/she fails to return from layoff to work within ten (10) working days after the Town has notified him/her to return to work by registered mail at his/her last known address.
- (d.) He/she retires
- (e.) He/she fails to return from an approved leave of absence.

#### **SECTION 4**

The Town shall establish a seniority list, and a copy shall be delivered to the President of the Union on or before January 15<sup>th</sup> of each year. Any objection by the Union to seniority list shall be reported to the Town within ten (10) working days.

#### **SECTION 5**

Employees who have worked less than 35-hours per week during their term of employment with the Town and take a 35-hour per week position shall have those part-time hours calculated using the following formula, so as to be credited to their seniority date of hire.

Formula:

Fifty-two (52) weeks X number of hours per week worked part-time X number of years and months worked part-time -1820 hours= additional years and months of service.

The aforementioned additional years of service will not be calculated and applicable to the bumping and lay-off rights of Articles 20 and 21 of this Agreement.

The aforementioned will not be applicable to former seasonal, temporary, and part-time employees of the Park and Recreation Department.

### **ARTICLE 21** **LAYOFF AND RECALL**

#### **SECTION 1**

- (a.) The Town shall notify the employee(s) and Union President of a layoff with ten (10) working days notice. In lieu of a ten (10) working days notice being given the affected employee(s) shall receive ten (10) working days of pay.
- (b.) The employee shall receive their layoff notice for the purpose of unemployment compensation, when they receive their final pay.

#### **SECTION 2**

In the event of layoff or recall from layoff, seniority shall be observed, provided the employees retained or recalled have the required skill to perform the work available. Recall rights are for a period of one (1) year and shall be to the same position from which laid off.

**SECTION 3**

If a layoff takes place, temporary and probationary employees working pursuant to a job description shall be laid off prior to other employees working under the same job description.

**SECTION 4**

The Town shall notify the Union President of any elimination of bargaining unit positions.

**ARTICLE 22**  
**PERSONNEL FILE AND CONTRACT**

**SECTION 1**

Employees desiring to review their official personnel file will be permitted to do so by making an appointment with the First Selectman, or his/her designated representative.

**SECTION 2**

Each newly hired employee shall be furnished with a copy of this collective bargaining agreement at the time of hire.

**ARTICLE 23**  
**NO LOCKOUT-NO STRIKE**

**SECTION 1**

The Union agrees that it will not call or support any strike, work stoppage or work slowdown during the period of the Agreement or any extension thereof and that individual employee job action shall be a justifiable basis for termination. The Town agrees not to lockout any employee during the term of this Agreement or any extension.

**ARTICLE 24**  
**BARGAINING UNIT WORK**

**SECTION 1**

No employee outside the bargaining unit shall do any bargaining unit work on a permanent basis.

**ARTICLE 25**  
**SAVINGS CLAUSE**

**SECTION 1**

In the event that any Article, section or portion of this Agreement is declared invalid by agreement, statute or legal process, then such Article, section or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective. Upon a determination of invalidity, either party shall have the right to initiate negotiations upon that Article, section or portion.

**ARTICLE 26**  
**FULL AND COMPLETE AGREEMENT**

This agreement contains the full and complete Agreement between the parties on all negotiable issues, and neither party shall be required during the term hereof to negotiate on any issue, whether it is covered or not covered herein. However, if the Town and the Union mutually agree, a negotiated contract article or any part of this Agreement may be reopened for negotiations prior to the expiration of this Agreement. This Agreement shall not be altered, amended or changed except in writing, signed by the Town and the Union which amendment shall be appended hereto and become a part hereof.

**ARTICLE 27**  
**ANIMAL CONTROL OFFICER**

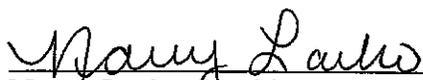
The Town may, at its discretion, subcontract the duties of the Animal Control Officer position to an individual or entity that would provide such services on an independent contractor and regional basis.

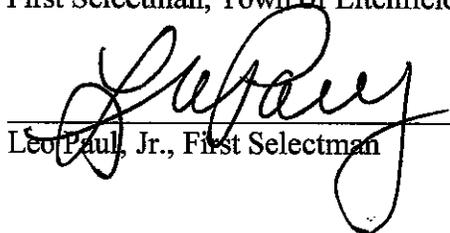
**ARTICLE 28**  
**DURATION**

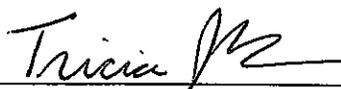
This Agreement shall be binding upon the Town, the Union and the Employees for the period of four (4) years, from the 1<sup>st</sup> day of July, 2016, to and including the 30<sup>th</sup> day of June, 2020, after which it shall expire.

***IN WITNESS WHEREOF***, the parties hereunto set their hands and seals, this <sup>th</sup> 20 day of January 2017.

President, Litchfield Municipal Employees Union      First Selectman, Town of Litchfield

  
\_\_\_\_\_  
Nancy Lacko, President

  
\_\_\_\_\_  
Leo Paul, Jr., First Selectman

  
\_\_\_\_\_  
Tricia Johnson  
General Counsel  
Council 4, AFSCME, AFL-CIO