

AGREEMENT

Between

THE TOWN OF MONROE

And

LOCAL 818 OF COUNCIL #4

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

July 1, 2017-June 30, 2020

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PREAMBLE

This Agreement entered into by the Town of Monroe, hereinafter referred to as the "Town" and Local 818 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work and other conditions of employment. Whenever the masculine or feminine gender is used in this Agreement, it shall be construed to refer equally to either gender.

ARTICLE I - RECOGNITION

Section 1.0. The Town hereby recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining on matters of wages, hours and other conditions of employment for all supervisory employees of the Town, including the Sanitarian, Highway Foreman, Fire Marshal, Chief Building Official, Deputy Director of Public Works, Deputy Tax Collector, Adult Services Librarian, Recreation Maintenance Supervisor, Town Engineer, Planning and Zoning Administrator, Accountant, Assessor, Senior Citizen Director, Engineering Technician, Office Manager, Executive Assistant to Police Chief and Children's Librarian as certified by the Connecticut Board of Labor Relations in Case No. ME-11,597, as amended by Case No. MEE-16,969 and the parties.

ARTICLE II - UNION SECURITY

Section 2.0. All employees hired on or after February 6, 1989 and all employees who have voluntarily become members of the Union as of the effective date of this Agreement, but who thereafter cease to be Union members shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee. All new employees shall, upon the signing of this Agreement, either become members of the Union after thirty (30) days of employment or refrain from joining the Union, and for so long as they remain non-members, as a condition of employment, pay to the Union a service fee. Said Union service fee shall be as certified by the Union in accordance with applicable law.

Section 2.1. The Town agrees to deduct from the wages of each employee who has voluntarily and individually signed a payroll deduction authorization card a sum certified by an officer of the Union which represents Union dues or Union service fees. The dues or service fee deductions for each month shall be made during the second payroll period of each month and the total amount so deducted shall be remitted to the Council No. 4 office with an itemized list of employees showing the amount of dues or service fees deducted.

Section 2.2. The Union shall save the Town harmless from any and all claims, demands, suits, judgments, or costs, including attorneys' fees, arising from the implementation of this Article.

ARTICLE III - MANAGEMENT RIGHTS

Section 3.0. Except as otherwise limited by an express provision of this Agreement, the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management and all of the rights, powers, and authority which the Town had prior to the effective date of this Agreement. Such rights include, but are not limited to, the right to determine staffing levels and composition; to appoint, promote, demote, lay off, transfer, assign and direct personnel; to determine job content and job classification; to establish new positions and/or changes in the content of existing positions; to suspend, discharge or otherwise discipline employees; to prescribe rules and regulations to maintain the discipline of employees and the efficiency of the department; to determine the extent to which work or employment shall be increased or reduced; to plan, direct and control departmental operations and hours; and to determine and/or change methods, processes, equipment and facilities. The Town shall have the right to set and change employee work schedules (notwithstanding any language in this Agreement to the contrary). Prior to making a work schedule change the Town shall meet with the Union.

ARTICLE IV - NO STRIKE/NO LOCKOUT

Section 4.0. The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union and each employee agree that they shall not engage in any strike, sympathy stike or any other concerted effort to hinder services.

ARTICLE V - SENIORITY

Section 5.0. Seniority is defined as the length of service of all employees from the last date of continuous employment by the Town. The Town shall prepare a list of all employees of the bargaining unit showing the seniority in length of service with the Town and deliver same to the Union once each year.

Section 5.1. New employees shall serve a probationary period of twelve (12) months unless said period is extended by the Town in its sole discretion for an additional ninety (90) calendar days and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement with the exception of Article VII, Grievance Procedure, and Article XV, Section 15.2, Work days not actually worked for any reason during the probationary period shall not be counted as employment for purposes of computing the probationary period.

Section 5.2. Any employee promoted or transferred to a new position shall also serve a probationary period of six (6) months unless said period is extended by the Town in its sole discretion for an additional ninety (90) calendar days. The decision by the Town to end a probationary period under this section prior to its completion shall not be grievable or subject to arbitration.

Section 5.3. Notices of all vacancies or new bargaining unit positions shall be posted for a period of five (5) working days on bulletin boards made accessible to all employees.

Section 5.4. When a reduction in force occurs, the Town will give the Union notice. Upon the request of the Union, the Town will negotiate over the impact of such reduction in force.

Section 5.5. An employee shall lose seniority for:

- a. Having quit voluntarily;
- b. Discharge;
- c. An absence of three (3) consecutive working days without notifying the Town, unless the Town is furnished with adequate reason for the failure to so return;
- d. Failure to return to work following a period of approved leave of absence or layoff;
- e. Retirement;
- f. Termination for any reason.

ARTICLE VI - NON-DISCRIMINATION

Section 6.0. Neither the Town nor the Union shall discriminate against any employee in violation of state or federal law.

Section 6.1. Grievances brought under this Article are limited to the first step of the grievance procedure and shall not be subject to arbitration.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 7.0. This grievance procedure is the sole appeals procedure for employees covered by this Agreement.

Section 7.1. Definitions.

- a. A "grievance" is any difference, dispute or disagreement arising out of the terms of this Agreement, provided such dispute specifically affects the grievant(s). The Union may file a grievance on behalf of an aggrieved employee or aggrieved employees.
- b. "Selectman" shall mean the First Selectman or designee.

Section 7.2. Procedure. Grievances shall be processed in the following manner:

Step 1. Selectman or Designee.

The employee, with or without his Union representative, shall present the grievance to the Selectman within ten (10) working days of when the employee and/or Union knew or should have known of the event giving rise to the grievance. Said grievance shall be presented in writing. The Selectman shall notify the employee and his representative, if any, of his decision, in writing, within fifteen (15) working days from the day he received the grievance.

Step 2. Arbitration.

If the grievance is not resolved by the decision of the Selectman or designee, the Union may within ten (10) working days submit the grievance to the Connecticut State Board of Mediation and Arbitration. The Town and Union reserve the right to transfer a grievance submitted to arbitration to the American Arbitration Association to be processed under its rules and regulations. All costs associated with said transfer shall be paid by the party electing to make said transfer. The parties agree to use Martin Webber as neutral arbitrator in any grievance that is submitted to the American Arbitration Association. The decision rendered by the arbitrator(s) shall be final and binding on both parties.

The powers of the arbitrator(s) are limited as follows: (s)he shall be strictly limited to determining the meaning and interpretation of the explicit terms of this Agreement as herein expressly set forth and issuing an award in accordance therewith; (s)he will have no power to add to, or subtract from, or modify any of the terms of this Agreement; (s)he shall have no authority to establish or change any wage or rate of pay; and his/her award shall be in accordance with the laws of the State of Connecticut and shall be based solely on the evidence and arguments presented to him/her by the parties.

The arbitrator(s) shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earnings by the employee during the period of unemployment (including any unemployment insurance) shall be offset and deducted from the award.

The costs of arbitration shall be borne equally by the parties. Notwithstanding the foregoing, any case may, by mutual agreement of the Town and the Union, be submitted to the American Arbitration Association.

Section 7.3. Any time limits specified within this Article may be extended by mutual agreement of the Union and the Town provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Town's answer in the last step considered. If the Town fails to answer the grievance in writing as required by Step 1, the grievance shall be deemed denied as of the fifteenth day following the day the grievance was submitted at Step 1.

Section 7.4. Two (2) officers of the local union shall be permitted time off without loss of pay for all time actually spent in contract negotiations, mediation and/or interest or grievance arbitration hearings.

ARTICLE VIII - HOURS OF WORK AND OVERTIME

Section 8.0. Exempt Employees. Exempt employees are those employees who are exempt from federal and state wage and hour laws and who, therefore, are not eligible for overtime compensation. For exempt employees, the work week currently in effect and the current policy of flexible working hours to accommodate the needs of the Town and the ability of employees to carry out their professional duties and responsibilities shall be continued. All employees, except the Fire Marshal, are exempt employees.

Section 8.1. Fire Marshal. The regular paid hours of work shall be seven and one half (7.5) hours per day plus a half hour unpaid lunch. The regular work schedule shall be thirty five (35) hours per week, Monday through Thursday, 8:00 a.m. to 4:00 p.m.; Friday 8:00 a.m. to 1:00 p.m. Time worked in excess of thirty five (35) hours up to and including forty (40) hours per week shall be paid at the regular straight time hourly rate of

pay for all hours worked. Time worked in excess of forty (40) hours per week shall be paid at the rate of one and one half (1 ½) times the regular rate of pay for all hours worked. Time and one half (1 ½) the regular rate of pay plus holiday pay shall be paid for all work performed on holidays. All overtime work must be approved in advance by the Fire Marshal's supervisor or designee, unless the overtime is required by an emergency which necessitates the immediate presence of the Fire Marshal.

ARTICLE IX - VACATIONS

Section 9.0. The senior employee shall have preference in the scheduling of vacations provided it does not interfere with departmental operations.

Section 9.1. Application for vacation shall be made by the employee and is subject to approval of the employee's supervisor. Application for vacation in excess of two weeks is subject to the approval of the Selectman or designee. The Town shall have the right to limit the number of employees within a department on vacation at any one time.

Section 9.2. Vacation time with pay shall be granted according to the following schedule:

<u>CONTINUOUS SERVICE AS OF ANNIVERSARY DATE</u>	<u>PAID EARNED VACATION</u>
6 months, but less than 1 year	6 days
1 year, but less than 5 years	12 days
5 years, but less than 15 years	18 days
15 years or more	24 days

Section 9.3. The vacation year is January 1 through December 31. The amount of paid vacation time due an employee shall be credited in advance on January 1st each year and shall be based on the amount of continuous service an employee will achieve on the anniversary date of his date of hire in the vacation year.

Section 9.4. New employees hired between January 1 and June 30 shall be credited with six (6) days vacation on their date of hire but shall not be entitled to take vacation leave until completion of six (6) months of continuous service.

Section 9.5. Fifteen (15) days of vacation leave may be carried over. Payments in lieu of vacation will not be permitted. At no time shall an employee be permitted to have more than fifteen (15) days of carried over vacation leave.

Section 9.6. An employee who becomes ill during the course of his vacation leave shall be given an opportunity to change his vacation to sick leave, if he so desires, with the condition he file with the Selectman or designee a physician's certificate confirming the illness.

Section 9.7. At the time of an employee's termination or death, vacation time credited as of the preceding January 1 shall be prorated for actual months worked by the employee, using the following schedule:

<u>Amount of Vacation Credited</u>	<u>Monthly Proration</u>
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6 Days
12 Days
18 Days
24 Days

1/2 Day Per Month
1 Day Per Month
1-1/2 Days Per Month
2 Days Per Month

Vacation taken shall be subtracted from the prorated amount. Any remaining balance shall be paid to the employee or, in the case of death, to the employee's beneficiary. If the employee has taken more vacation than the prorated amount, the employee shall reimburse the Town for the difference between vacation taken and the prorated amount. Said reimbursement shall be by payroll deduction if funds are available or shall be paid directly by the employee.

ARTICLE X - HOLIDAYS

Section 10.0. Each employee shall receive the following paid holidays in each fiscal year:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day after Christmas

In lieu of the foregoing, the Highway Supervisor and the Recreation Maintenance Supervisor shall observe the holidays of the employees they supervise.

Section 10.1. If one of these paid holidays occurs during the vacation leave of an employee, the employee shall be given a day off in lieu of the holiday to be taken at a date to be agreed on by himself and the Selectman or designee.

Section 10.2. When one of these paid holidays herein provided for falls on a Sunday, the following Monday shall be observed as the holiday. Likewise, if any of these paid holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 10.3. Employees shall be entitled to two (2) personal days per year. There shall be no pay for unused personal days and said days may not be carried over from year to year. Personal days may be taken in increments of a half day either at the beginning or end of the work day.

ARTICLE XI – SICK LEAVE AND DISABILITY

Section 11.1 Sick Leave. Sick leave may be used by any employee incurring any illness or disability, including pregnancy, which causes the employee to be unable to perform the regular duties of his/her employment, up to the limit of the employee's accumulation.

- a) Effective upon execution of this agreement, those employees hired prior to the execution of this Agreement shall earn one and one quarter (1.25) days each month to a total of fifteen (15) days per year with a one hundred and twenty (120) work day maximum sick leave accumulation. Employees hired prior to execution of this agreement shall be provided with a start-up bank of sixty (60) work days. Any employee who completes a fiscal year without using any sick time shall receive eight (8) hours of compensatory time which shall be used in the following fiscal year.
- b) Employees hired on or after execution of this Agreement shall be entitled to the Sick Leave plan listed in subsection (a) above without any startup bank.
- c) Employees shall not receive pay for any unused/accrued sick time.
- d) Employees shall be eligible to use accumulated sick leave to supplement disability payment up to 100% of employee's regular salary.
- e) Any employee who completes a fiscal year without using any sick time shall receive eight (8) hours of compensatory time which shall be used in the following fiscal year.

Section 11.2. Job Related Disability Benefits. Employees who are absent from work as a result of a job-related injury or illness, and who are eligible for and receiving payments for total disability under the Workers' Compensation Act, shall receive payments for the difference between the Workers' Compensation benefit and their net straight time pay not to exceed 75% of base pay for a period not to exceed twelve (12) weeks.

Section 11.3. Long Term Disability. The Town shall continue to provide a comparable long term disability insurance plan. Newly hired employees are eligible for long term disability insurance the first of the month following 30 days after their date of hire. Employees shall not accrue benefit time while out on disability. Employee accrual of time will commence with an employee's return to work.

Section 11.4. Termination of Employment Due to Inability to Work.

- A. The procedures of this Section shall be implemented when an employee who has been absent (both job-related and non-job-related) and cannot return to work but no sooner than twenty-six (26) weeks from the date of disability.
- B. Upon notification from the Town to the employee pursuant to "A" above, the employee must within sixty (60) days present certification from his physician that the employee is able to perform or will be able to perform his job within a year of the date of disability. Date of disability shall be the first day the employee was unable to report to work due to disabling illness or injury. Successive periods of disability separated by less than three (3) calendar months are considered as the same disability when the illness or injury rendering the employee disabled remains the same. A return to work light duty on either a full-time or part-time basis shall not, alter the original date of disability. If the employee's physician does not certify that the employee is able to perform, without limitation, the duties of his position or of any other available position offered by the Town, or, if in the opinion of a physician selected by the Town, the

employee is found to be unable to perform said duties, the Town may terminate the employee. In such case, any disability benefits for which the employee may be eligible shall continue unaffected.

- C. When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the Town, a third medical opinion shall be obtained. For such a purpose, the employee shall select a physician from a list of three physician providers (with the appropriate medical specialty) selected by the Town. The third medical opinion shall prevail.
- D. In the event the employee does not report for the required medical evaluations, the employee may be terminated and such termination shall be deemed to be for just cause.
- E. In the event the employee returns to work within the above-referenced one (1) year, he shall suffer no loss in continuous service or seniority rights.

ARTICLE XII - OTHER LEAVE PROVISIONS

Section 12.0. Leave of Absence Without Pay. The Selectman or designee may, at his sole discretion, grant a leave of absence without pay to any employee upon receipt of the employee's written request for a period not to exceed thirty (30) calendar days. If so requested by the employee, the employee shall be reinstated to the position held at the time the leave was granted.

Section 12.1. Jury Duty. Employees shall be granted leave for required jury duty. Employees shall receive compensation equal to the difference of payment for jury duty and their normal base salary less required deductions. To be eligible for such compensation, the employee must submit evidence of jury duty service satisfactory to the Selectman or designee and the Finance Department. Whenever an employee is released from jury duty service before the end of the employee's regular work day, the employee shall report to work for the remainder of the day.

Section 12.2. Bereavement Leave. Bereavement leave shall be granted by the Selectman or designee in accordance with the following schedule:

- a. Up to five (5) days leave with pay for the death of the employee's mother, father, spouse or child.
- b. Up to three (3) days for the death of the employee's sister, brother, mother-in-law, father-in-law, or any relative domiciled with the employee.
- c. One (1) day for the death of the employee's brother-in-law, sister-in-law, grandparent, Grandchild, son-in-law, or daughter-in-law.

Section 12.3. Military Leave. Leave for military, reserve or National Guard duty will be provided in accordance with applicable state and federal law.

ARTICLE XIII - INSURANCE AND PENSION

Section 13.0. Health Insurance.

- a. **Medical Insurance.**

The Union recognizes that the Town has the right to change insurance carriers and/or plans provided that the insured benefits are substantially similar to the benefits provided by the former carrier and/or plan. "Substantially similar" means that, if the change in carrier and/or plan results in any modification to the benefit, the disruptive analysis doesn't exceed 9.5% of the total amount of doctors when leaving the previous provider to the new provider.

The terms of the new plan need not conform exactly to the former plan as long as the test of substantially similar is met.

Notwithstanding the aforementioned language, effective November 1, 2016 the Town shall provide medical benefits to employees in accordance with the State of Connecticut' 2.0 Partnership Plan ("Partnership Plan"). The Union covenants and agrees that the Town has the sole discretion to end its contract with the State of Connecticut regarding the Partnership Plan. Any bargaining unit employee who is penalized by the State of Connecticut for failure to comply with the wellness requirements of the Partnership Plan shall have all such penalties deducted from their payroll to reimburse the Town. All appropriate payroll deduction paperwork shall be signed by each bargaining unit employee prior to the Town's execution of its contract with the State of Connecticut regarding the Partnership Plan. The Town and Union hereby covenant and agree that in the event the Town withdraws from the Partnership 2.0 Plan, the Town shall offer a medical plan that is substantially comparable to the medical plan which existed for employees in September of 2016, which is set forth below:

Employees shall be eligible for coverage and able to enroll in the Town's High Deductible Health Plan offered during open enrollment, medical and prescription drug claims will accumulate towards the deductible. Once the entire deductible has been satisfied, all medical expenses covered by the plan will be covered at 100%. Prescription drugs will be subject to the following co-pays:

<u>Retail</u>		<u>Mail Order</u>
Tier 1	\$10.00	\$10.00
Tier 2	\$25.00	\$50.00
Tier 3	\$40.00	\$80.00

Sixty (60) days prior to the implementation of any change in carrier and/or plan, the Town shall submit to the Union the new coverage so that the Town and the Union can ascertain that the test of substantially similar is met.

If there is disagreement over whether the test of substantially similar is met, either of the parties may submit the matter to the single arbitrator process of the American Arbitration Association. The arbitrator's decision shall be final and binding. Cost of arbitration shall be born equally by both parties. Employees shall be eligible for coverage and able to enroll in the Town's High Deductible Health Plan offered during open enrollment, medical and prescription drug claims will accumulate towards the deductible. Once the entire deductible has been satisfied, all medical expenses covered by the plan will be covered at 100%. Prescription drugs will be subject to the following co-pays:

<u>Retail</u>		<u>Mail Order</u>
Tier 1	\$10.00	\$10.00
Tier 2	\$25.00	\$50.00
Tier 3	\$40.00	\$80.00

The Town shall pay a portion of the Connecticut 2.0 health insurance premium for employee and eligible dependent coverage, and the employee shall pay the remainder by payroll deduction as follows:

<u>Effective Date</u>	<u>Town%</u>	<u>Employee %</u>
12/31/18	83.25%	16.75
6/30/20	82.50%	17.50%

b. Dental Insurance.

The Town shall make available to each employee a Dental Plan with a Fifty Dollar (\$50.00) annual deductible per individual and a One Hundred Fifty Dollar (\$150.00) annual deductible per family and the following co-insurance schedule:

- Preventive - 100% of reasonable and customary charges.
- Basic - 80% of reasonable and customary charges.
- Major - 50% of reasonable and customary charges.
- Individual Calendar Year Maximum Amount - \$1,500.00.

Each employee who elects to enroll eligible dependents shall pay, by payroll deduction, the difference between the monthly premium for dependent coverage elected and the monthly premium for individual coverage under the dental plan.

c. I.R.C. Section 125 Plan.

The Town shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Town makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Union shall not extend to acts which may be committed by the Town or its agents other than in furtherance of the IRC Section 125 Plan.

Section 13.1. Employees shall be given an option one time each year at the time of open enrollment to decline the medical coverage described in Section 13.0 of this Article. Employees who elect such options shall be ineligible for medical coverage for twelve (12) months following the effective date pre-existing medical coverage ceases or medical coverage would have commenced had the option not been chosen. One payment shall be made to the employee who makes said election on June 30 of the year after said election is made.

In the event that five (5) or more employees as of July 1 annually waive health benefit coverage then the payment in lieu of health benefits shall be in the amount of \$4,500 per year. The Town shall provide notice to the Union of the current number of personnel opting out of health benefit coverage. In the event that less than five (5) employees waive health benefits, then the payment shall be in the amount of \$4,000 per year. In addition, current Town employees will not be permitted to receive the buyout in the event that they are opting

out of the Town's plan but are inevitably covered by another employee, i.e., their spouse, in a Town plan of any kind, including the Board of Education.

Section 13.2. The Town shall continue to provide employee life insurance equivalent to the employee's annual salary rounded up to the next ten thousand dollar increment and AD&D insurance in effect on the signature date of this Agreement.

Section 13.3. Health and life insurance commences for newly hired employees on the first of the month following thirty (30) days after their date of hire.

Section 13.4. Retirees who are at least age 62 at the time of retirement shall be given the opportunity to continue to participate in the medical insurance described in Section 13.0 a. of this Article at the Town group rate to age of eligibility for Medicare and such premiums shall be paid by the retiree in advance on a monthly basis. This option shall be offered to the retiree one time only and must be elected as of the date of retirement. If the retiree fails to pay the monthly premium as required by the Town, the insurance shall be cancelled and shall not be renewable. If the Town's insurance carrier does not allow retirees to participate at the Town group rates, the Town shall not be required to provide any insurance coverage to the retiree.

Section 13.5. The Town shall continue the Town of Monroe Employee Pension Plan as amended January 1, 1985, and as further amended effective January 1, 1998 and July 1, 2001.

Section 13.6. It is agreed that the Town Pension Plan has been amended as described herein. Said amendments are retroactive to July 1, 2001.

- a. The retirement benefit level shall be 1.75% of average final earnings times years of service to a maximum of 61.25% of average final earnings. This benefit formula shall apply to past as well as future years of service.
- b. The level of employee contributions to the pension trust fund shall be 3.85% of gross earnings.
- c. The Town shall continue to fund all Pension Plan costs which exceed the amount of employee contributions.
- d. Notwithstanding the language contained in this Article, each employee hired after the execution of this Agreement, shall not be entitled to participate in the Town's defined benefit plan, but shall be permitted to participate in the Town's 401(a) plan. The 401(a) plan shall contain the following general features:
 1. Three percent (3%) pre-tax contribution with a matching three (3%) percent contribution by the Town;
 2. One-hundred percent (100%) vesting of Town contribution after three (3) vesting years;
 3. Annuity distributions only; prohibition on lump sum distributions except for under \$5,000 mandatory cash-outs;
 4. Prohibition on distributions before normal retirement age (age 65), except for under \$5,000 mandatory cash-outs;
 5. Prohibition on in-service withdrawals;

6. Prohibition on rollover contributions to the Plan;
7. Prohibition on participant investment direction; and
8. Prohibition on loans from participant accounts.

Section 13.7. Notwithstanding any of the clauses and language of this Agreement, if the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, any other local, state or federal statute or regulation, the Town shall have the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds/or has less of a tax impact.

ARTICLE XIV – SALARY

Section 14.0. If and when, during the course of this Agreement, the Town creates a new job which is to be included in the bargaining unit or revises an existing job which is listed in Appendix A, then the Town, at its sole discretion, shall designate the salary range of the new or revised job. Prior to finalizing the new or revised job, the Town will consult with the Union.

Section 14.1. Employees shall receive salary increases as follows:

- A. Effective and retroactive to July 1, 2017, each employee shall receive a salary increase of 2.00%.
- B. Effective July 1, 2018, each employee shall receive a salary increase of 2.00%.
- C. Effective July 1, 2019, each employee shall receive a salary increase of 2.00%.
- D. Effective July 1, 2002, the Town shall implement a performance-based merit increase program to be funded by at least one percent (1%) of the total payroll for the bargaining unit as of the preceding June 30. Merit increases shall be granted at the sole discretion of the Selectman and shall not be subject to the grievance procedure. Any merit increases which are awarded shall be made effective on July 1st of the applicable year. Any such merit adjustment shall be in addition to the general salary schedule increase.

Section 14.2. The Town shall place newly hired or promoted employees in the salary range based upon their experience, education and qualifications.

Section 14.3. Employees shall be paid bi-weekly. All salary increases shall be implemented on the first day of the next pay period following the effective date of the increase.

Section 14.4. Any employee who has received notice of unsatisfactory performance before a salary increase is due shall not receive the scheduled increase unless his performance has become satisfactory. If an employee is rated unsatisfactory and does not receive an increase, the employee's performance will be evaluated three months after the due date of the increase. If the evaluation is satisfactory, the scheduled increase will be granted retroactively to the evaluation date.

Section 14.5. Longevity. In December, 1993 and each December thereafter, employees who have completed five (5) years of continuous employment shall receive longevity pay of one hundred dollars (\$100) annually and employees who have completed ten (10) years of continuous employment shall receive longevity pay of two hundred twenty-five dollars (\$225) annually and employees who have completed fifteen (15) years

of continuous employment shall receive longevity pay of three hundred fifty dollars (\$350) annually and employees who have completed twenty (20) years of continuous employment shall receive longevity pay of four hundred fifty dollars (\$450) annually.

For the purposes of this Section, the number of years of continuous employment shall be calculated as of December 31st of each year and the longevity pay shall be payable on or before the preceding December 15th.

ARTICLE XV - MISCELLANEOUS

Section 15.0. The Town will place one (1) bulletin board in a location designated by the Town for the Union to use a reasonable portion of the board. The Union will send copies of all Union notices to the Selectman's office prior to posting.

Section 15.1. The Highway Supervisor and the Recreation Maintenance Supervisor shall be subject to the Town's Substance Abuse Policy for Public Works Employees.

Section 15.2. No employee shall be discharged except for just cause.

Section 15.3. Should any provision of this Agreement be determined to be invalid by a court of competent jurisdiction, the validity of the remaining portions of this Agreement shall not be affected thereby. Upon the request of either the Town or the Union, negotiations shall commence concerning the subject matter of the invalidated provision, provided there has been a substantial change to a condition of employment which is a mandatory subject of bargaining.

Section 15.4. The Town encourages employees to take advantage of relevant training opportunities directly related to their jobs. Application may be made to the Human Resources Director to attend such seminars or courses, in advance of registration, and will be reviewed for approval/denial. If the application is approved, the employee shall be eligible for reimbursement for tuition and books, provided the employee successfully completes the course with a grade of "B" or better (pass if it is a pass/fail course). For payment, receipts and transcripts must be submitted. Employees approved to attend such seminars or courses during working hours shall not lose pay.

Section 15.5. The Town shall continue to provide items of clothing for the Fire Marshal, the Highway Supervisor and the Recreation Maintenance Supervisor in accordance with the practice existing as of June 30, 1998.

Section 15.6. The Highway Supervisor, Recreation Maintenance Supervisor, Deputy Director of Public Works, and the Fire Marshal are authorized to use a Town vehicle pursuant to the Town Vehicles Policy. The Town shall pay to the Highway Supervisor, Deputy Director of Public Works, and Recreation Maintenance Supervisor once each year up to \$200.00 for one pair of pre-approved safety shoes upon presentation, to their supervisor, by the employee of a receipt from the place of purchase indicating the type, size of shoe, and the date and place of purchase.

ARTICLE XVI - DURATION

Section 16.0. This Agreement shall be in full force and effect upon signing and shall remain in effect through June 30, 2020. Thereafter, this Agreement shall be considered automatically renewed for successive periods of one year, unless either party shall, on or before one hundred twenty (120) days prior to the termination of this Agreement, serve written notice on the other party of a desire to terminate, modify or amend this Agreement. The Town shall have the right to reopen this Agreement for negotiations with the Union in the event the funding the Town receives from the State of Connecticut is reduced by 10% or more for fiscal years 2019 and 2020 from the legislature approved State budget.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed and signed by their mutually authorized officers or representatives on this 24 day of July, 2018.

TOWN OF MONROE



KENNETH M. KELLOGG
PAIT SELETHAN

LOCAL 818 OF COUNCIL NO. 4,
ABSCME, AFL-CIO


