

AGREEMENT BETWEEN
THE BOROUGH OF NAUGATUCK SUPERVISORS
CHAPTER 90
C.S.E.A., INC./SEIU, LOCAL 2001
AND
THE BOROUGH OF NAUGATUCK
JULY 1, 2016 – JUNE 30, 2019

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The following collective bargaining agreement, effective as of July 1, 2016 by and between the Borough of Naugatuck, hereinafter referred to as the "Borough" and The Borough of Naugatuck Supervisors Chapter 90, C.S.E.A./SEIU Local 2001, hereinafter referred to as the "Supervisors" or "Union", as follows:

ARTICLE I
RECOGNITION AND UNIT DESCRIPTION

The Borough of Naugatuck recognizes the Borough of Naugatuck Supervisors Chapter 90, C.S.E.A. Inc./SEIU, Local 2001, SEIU, as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other conditions of employment for the Building Inspector, Town Planner/Wetlands Enforcement Officer/ZEO, Recreation Director, Assistant Controller, Assistant Tax Collector, Assistant Borough Engineer, Assistant Town Clerk, Police Department Office Manager, Borough Clerk, Building Custodial Superintendent, Assistant to Building Inspector, I.T. Director, excluding all others.

The Borough agrees that if the Survey Section Chief, the Assistant Assessor, the Assistant Borough Clerk, the Administrative Assistant/Benefits Coordinator, the Network Manager – Police Department and/or Animal Control Officer positions are reinstated, such position(s) shall be recognized as bargaining unit positions. The parties agree that if the Town Planner/Wetlands Enforcement Officer/ZEO position is bifurcated and the Town hires a Town Planner/Wetlands Enforcement Officer and/or a ZEO, the parties will bargain over the salary/wage rate for the respective position(s).

The position of Golf Course Superintendent shall be excluded so long as the duties of the position are performed by the Golf Pro.

All of the foregoing positions are recognized to be included in the bargaining unit except as they may be excluded by order of the Connecticut State Department of Labor under applicable State law, or by agreement between the Borough of Naugatuck and the Union. The Borough agrees to keep whole the existing bargaining unit as described above.

ARTICLE II
UNION SECURITY/AGENCY FEE

All employees in the unit who are not Union members on the effective date of this Agreement shall, as a condition of continued employment, commencing thirty (30) days after the effective date of this Agreement, pay CSEA, Inc./Local 2001, SEIU each month a service charge as a contribution toward the cost of administering and negotiating of the Agreement and servicing of grievance provisions provided, however, that no employee shall be required to comply with this section before the completion of his/her first probationary period. Objection to his section by any non-union member may be appealed in writing to CSEA, Inc./Local 2001, SEIU for review. The service charge will be computed in accordance with the following:

The service charge for non-members shall represent that proportion of full union membership dues and fees, which represents the cost of contract administration, contract negotiations, and

grievance administration. At least annually the Union shall certify, in writing, to the Board or their designee and bargaining unit members subject to the service charge as it relates to full unit membership, union dues and fees.

The provisions of this Section shall be in effect only so long as CSEA, Inc./Local 2001, SEIU is the sole and exclusive bargaining representative for the employees covered by this Agreement.

DUES CHECK OFF: Upon receipt of individual written authorization from bargaining unit members, the Borough agrees to deduct union dues or a service fee monthly from earned wages and remit promptly to CSEA, Inc./Local 2001, SEIU at its current address no later than the last day of each month. The organization agrees to indemnify and to hold the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall, or may arise out of, or by reason of, action taken by the union for the purpose of complying with the provisions of this Article.

ARTICLE III **EMPLOYEES RIGHTS AND REPRESENTATION**

Section 1. The chief steward, the department steward and not more than one (1) employee involved in any grievance shall be granted leave of absence without loss of pay for the time required to discuss and process any grievance with the employee or others involved, and to participate in any grievance step described in this contract or in any arbitration proceedings consequent thereto.

Pay for purposes of this section shall not include pay from non-profit organizations, work for the school department, contract jobs, or any other jobs where the Borough is to be reimbursed for such pay.

Section 2. The Union officers, one (1) chief steward, or his/her designee shall be permitted to discuss official Union business with (a) the Mayor or his/her designee, at a mutually agreeable time, and (b) with employees prior to the normal workday or the end of the workday.

One (1) chief steward or his designee shall be permitted to discuss official Union business during regular working hours with any employees on matters pertaining to such an employee's grievance, at a time outside of regular working hours.

ARTICLE IV **STABILITY OF AGREEMENT**

No amendment, alternation or variation of the terms of this Agreement shall bind the parties hereto unless made and agreed to in writing by both parties.

ARTICLE V **HOLIDAYS**

Section 1. The following holidays shall be observed as days off with full pay:

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

Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
Day after Christmas

Section 2. Holidays shall be celebrated on the day designated under State or Federal law. In the absence of such State or Federal law, holidays falling on a Saturday shall be celebrated on the preceding day and holidays falling on Sunday shall be celebrated on Monday.

Section 3. When a holiday occurs during regular vacation, said holiday shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day off at a time mutually agreeable to the employee and the Mayor or his/her designee.

Section 4. Any unanticipated holiday or day of mourning declared by the Mayor, or his/her designee, and celebrated by all other Borough employees, other than Board of Education employees, in the form of time off with pay, shall be granted to the members of this bargaining unit. A holiday shall mean a day in which usual Borough business is suspended for the commemoration of some event or person.

Section 5. Payments for holidays shall be included in a paycheck for the period in which the holiday occurs.

ARTICLE VI **SENIORITY**

Section 1. The Borough, with the cooperation of the Union, shall provide a list of department supervisors showing their date of hire and length of service with the Borough on or before December 1st of each year. Seniority shall be within the bargaining unit and within the department.

Section 2. New full time employees shall serve a probationary period of one hundred twenty (120) working days and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. The dismissal or reprimand of a probationary employee during the probationary period shall not be subject to the grievance procedure. Working days shall be defined as days that the employee actually attended work. Upon successful completion of the probationary period, the new full time employee's first date of actual employment shall be used for purposes of length of service.

Section 3. All vacancies that the Borough intends to fill and new positions shall be posted for a period of seven (7) working days on bulletin boards to be provided for such purpose, prior to any action taken by the Borough to permanently fill such vacancies or new positions. The Mayor or his/her designee shall notify the Union President, in writing, of any such vacancy. Employees wishing to be considered for assignment to such vacancies or new positions may, personally or

through their Union Representative, submit their request to the Mayor in writing.

Section 4. An employee shall lose his/her seniority rights under any of the following circumstances:

- a. Resignation.
- b. Discharge for just cause.
- c. Failure to report to work within ten (10) days after due notice by the Borough to the employee's last known address to return to work after layoff, provided the employee makes known his/her desire, in writing, to return within five (5) days.
- d. Absence beyond authorized absence.
- e. Expiration of one (1) year from date of layoff.
- f. Absence for a period of twelve (12) consecutive months.

Section 5. The seniority rights of the Union President, Vice-President, Secretary, Treasurer, Executive Committee, and Union Representatives shall be exactly the same as the seniority rights of all other employees.

Section 6. The person appointed to the vacancy or new position and the Union Secretary shall be notified, in writing, of the appointment. Notification shall be made not later than five (5) working days after the appointment.

Section 7. Copies of the job posting and a list of members of the bargaining unit bidding for the job, in writing, shall be sent to the Union Secretary at the end of the posting period.

ARTICLE VII
HOURS OF WORK, OVERTIME AND HOLIDAY PAY

Section 1. Except as noted below, the regular hours of employment for exempt employees (group 1 employees) and non-exempt employees (group 2 employees) shall be thirty-five (35) hours per week divided equally over five (5) working days of seven (7) hours each Monday through Friday. The regular hours of employment for the Town Planner/Wetland Enforcement Officer/ZEO, the Police Department Office Manager and the Building Custodial Superintendent shall be forty (40) hours per week divided equally over five (5) working days of eight (8) hours each Monday through Friday.

The work week for exempt employees (group 1 employees) shall be flexible in that the scheduling of daily hours will be determined by the actual hours worked by such employees on a daily or weekly basis subject to the approval of the Mayor or his/her designee.

Documentation of such time shall be for the sole purpose of justifying these flexible hours and

not for additional compensation for accrued hours.

Based on the duties and responsibilities of non-exempt employees (group 2 employees), such employees may work a flexible schedule during their respective work weeks agreed to, in writing, between the employee and his/her Department Head.

Section 2. All regular bargaining unit employees shall be paid on a one (1) week basis, i.e., 1/52 of annual rate, provided, however, in the event that the Borough decides to implement payday on a bi-weekly basis, the Union shall be provided with sixty (60) days advance written notice.

Section 3. There is no compensatory time allowed (accrued and/or used) for any exempt (as defined by the Fair Labor Standards Act) employees.

Non-exempt employees shall receive straight time for all hours worked up to forty (40) hours worked in a workweek.

Non-exempt employees shall receive overtime (at time and one-half (1½)) for all hours worked after forty (40) hours in a workweek, provided, however, all overtime must be approved, in advance, in writing, by the employee's Department Head.

Holidays, sick days, vacation days, personal days, bereavement leave, jury duty and/or any other forms of paid time off shall not be considered "hours worked" for purposes of calculating overtime.

The following bargaining unit positions shall be considered, salaried, exempt positions:

Group 1:

- Building Inspector
- Town Planner/Wetlands Enforcement Officer
- Assistant Controller
- Assistant Borough Engineer
- I.T. Director

The following bargaining unit positions shall be considered non-exempt positions:

Group 2:

- Assistant Tax Collector
- Assistant Town Clerk
- Borough Clerk
- Police Department Office Manager
- Building Custodial Superintendent
- Assistant to Building Inspector
- Recreation Director

In the event that the Borough reinstates the Survey Section Chief, the Assistant Assessor, the Assistant Borough Clerk, the Administrative Assistant/Benefits Coordinator, the Network Manager – Police Department or Animal Control Officer positions, the Borough shall determine if the specific position(s) should be included in Group 1 or Group 2.

Section 4. All bargaining unit employees shall be paid via direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Borough to implement direct deposit.

ARTICLE VIII **LAYOFF PROCEDURE**

In the event of a layoff, the impacted employee(s) shall be provided with at least two (2) calendar weeks' notice in writing. If either no notice or less than two calendar (2) weeks notice is provided, the impacted employee(s) will receive his/her regular remuneration for the period of work days that notice was not provided (to a maximum of ten (10) work days).

Upon receipt of notice of recall by registered letter from the Borough, the employee shall notify the Borough within five (5) calendar days of receipt of such notice of his/her decision to return to work. Should the employee decide to return to work, the employee and Borough shall mutually agree upon the return date. Failure by the employee to accept the position within five (5) calendar days of receipt of notification shall result in loss of recall rights.

Employees shall be subject to recall in inverse order of layoff for a period of one (1) year from the date of his/her date of layoff. Upon recall, he/she shall have all previous seniority rights and benefits restored (unless such benefits were paid upon layoff).

ARTICLE IX **GRIEVANCE PROCEDURE**

A "grievance" is a claim by an employee or group of employees that there is a breach, misinterpretation, or misapplication of a specific provision(s) of this Agreement. An effort shall be made to resolve all difference informally. However, when unresolved, the following grievance procedure shall apply:

LEVEL ONE: DEPARTMENT HEAD:

The employee shall submit his/her grievance in writing his/her Department Head or the Department Head's designee within seven (7) days of its occurrence. In the event that the grievance relates to the Department Head (or if the employee does not have a direct supervisor or if the employee's direct supervisor is a member of the Union), the employee may submit the grievance directly to level two within the seven (7) days' time limit set forth herein.

Within fourteen (14) days after receipt of said grievance, the Department Head or his/her designee shall arrange a meeting and meet with the grievant and the Union Steward (or CSEA, Local 2001 Staff Representative) to discuss the grievance. The Department Head or his/her

designee shall remit his/her decision in writing to the grievant within seven (7) days of said meeting.

LEVEL TWO: HUMAN RESOURCES:

If the grievant is not satisfied with the decision at Level One, the grievant may present his/her grievance to Level Two by presenting a written statement of the grievance and response of the Department Head or his/her designee to the Director of Human Resources or the Director of Human Resources designee within seven (7) days following the decision of the Department Head or his/her designee.

Within seven (7) days after receipt of said grievance, the Director of Human Resources or his/her designee shall arrange a meeting and meet with the grievant and the Union Steward (or CSEA, Local 2001 Staff Representative) to resolve the grievance. The Director of Human Resources or his/her designee shall remit his/her decision in writing to the grievant within seven (7) days of said meeting.

LEVEL THREE: ARBITRATION:

If the grievant is not satisfied with the decision at Level Two, the Union may submit the grievance to the State Board of Mediation and within seven (7) days of the decision of the Director of Human Resources or his/her designee.

The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no power to add to, subtract from or to modify the terms of this Agreement.

The mediation services of the State Board of Mediation and Arbitration may be used prior to any step of the grievance process (after step one) by mutual written agreement of the parties.

In the event that the parties agree to the use of mediation, the time lines set forth above for steps 2-3 shall be tolled until the conclusion of mediation. If the mediation is unsuccessful, the time lines shall recommence on the day following the mediation.

“Days” shall be defined as calendar days.

Failure by the Department Head or the Director of Human Resources to meet the prescribed time limits shall be considered to be a denial on the final day for filing a response. Failure of the grievant to comply with the time limit shall be considered to be acceptance of the decision at the preceding level. Moreover, failure by the grievant to file a timely grievance at level one in accordance with Article IX shall be considered a waiver of such grievance.

ARTICLE X
BEREAVEMENT LEAVE

An employee, absent due to a death in the immediate family will be paid their regular salary or hourly rate for a period of three (3) days. Such leave shall commence on the day of death and

continue through and include day of burial, but not over three (3) days in total, although leave may be extended at the discretion of the Mayor or his/her designee.

"Immediate Family" is defined to mean husband, wife, father, mother, grandmother, grandfather, grandchildren, brothers, sisters, or the employee's children, son-in-law, daughter-in-law, step-mother, step-father, step-children, mother-in-law, father-in-law. The foregoing is intended to cover legal as well as blood relationships.

One day's leave with pay shall be granted to an employee who attends the funeral of a sister-in-law, brother-in-law, aunt, or uncle, which may be extended at the discretion of the Mayor or his/her designee.

ARTICLE XI
PENSION PLAN

The pension plan for all members of the bargaining unit shall remain unchanged.

Bargaining unit members hired for Union bargaining unit positions prior to July 1, 2009 and bargaining unit members already vested in the Borough's defined benefit plan at the time that he/she becomes a member of the Union bargaining unit shall remain eligible for the Borough's defined benefit plan.

Except as set forth above, any employee hired for a Union bargaining unit position on or after July 1, 2009 shall not be eligible for the Borough's defined benefit plan; such employees shall be enrolled in the Borough's defined contribution plan, in accordance with the terms and conditions set forth in such plan.

ARTICLE XII
LONGEVITY

Employees shall receive longevity payments in a lump sum which shall be payable on the anniversary date of employment each fiscal year of the contract.

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
10 years and over	\$200.00
20 years and over	\$300.00
30 years and over	\$400.00

ARTICLE XIII
PERSONAL LEAVE DAYS

Section 1. Regular full time bargaining unit employees shall be granted up to three (3) personal days as time off with pay within any given contract year, subject to the demands of service as determined by the Mayor, provided that the employee is an employee (as defined in this Agreement) on the date of the requested personal days and further provided that the employee has satisfactorily completed his/her probationary period as a new employee. A personal day may

not be carried over to the following contract year. Except in an emergency situation, a request for a personal day shall be made, in writing, by the employee to the Mayor or his/her designee at least one (1) day prior to the requested date for personal leave, together with a statement of the reason for the request in sufficient detail to satisfy the Mayor or his/her designee. As used herein, the phrase "contract year" shall mean each one (1) year period of the contract commencing on July 1st annually.

Section 2. Such personal leave shall be available for approved legal or personal business matters that require the absence of the employee during work hours, and which cannot be scheduled at any other time.

ARTICLE XIV
NO STRIKE - NO LOCKOUT

During the life of this Agreement, there shall be no strike, slowdown, suspension, or stoppage of work in any part of the Borough's operations by any employee or employees or by the Union, nor shall there be any lockout by the Borough in any part of the Borough's operations covered by this Agreement.

ARTICLE XV
ARTICLES COVERED BY STATE STATUTES

Section 1. Each employee shall be covered by Connecticut State Statutes regarding:

- a. Workers' Compensation
- b. Jury Leave

Section 2. Where applicable, each employee and the Borough shall comply with the terms and conditions of the Federal Family and Medical Leave Act, the said terms and conditions of which are incorporated herein by reference.

ARTICLE XVI
EDUCATION

- A. Any regular, full-time employee covered by this Agreement shall be entitled, following the successful completion of thirty (30) of the required credit hours toward a bachelor's degree specifically related to his/her work, to the sum of two hundred dollars (\$200.00) a year in addition to what he/she otherwise would be entitled. All courses shall be subject to the approval of the Mayor or his/her designee prior to enrollment.
- B. Any regular, full-time covered by this Agreement shall be entitled, following the successful completion of sixty (60) of the required credit hours toward a bachelor's degree specifically related to his/her work, to the sum of four hundred dollars (\$400.00) a year in addition to what he/she otherwise would be entitled. All courses shall be subject to the approval of the Mayor or his/her designee prior to enrollment.

- C. Any regular, full-time employee covered by this Agreement shall be entitled, following the successful completion of ninety (90) of the required credit hours toward a bachelor's degree specifically related to his/her work, to the sum of six hundred dollars (\$600.00) a year in addition to what he/she otherwise would be entitled. All courses shall be subject to the approval of the Mayor or his/her designee prior to enrollment.
- D. Any regular, full-time employee covered by Agreement shall be entitled, after successful completion of four (4) years of college with a Bachelor's Degree specifically related to his/her work, to the sum of one thousand dollars (\$1,000.00) a year in addition to what he/she otherwise would be entitled. All courses shall be subject to the approval of the Mayor or his/her designee prior to enrollment.
- E. Any regular, full-time employee covered by this Agreement shall be entitled, after successful completion of a graduate program with a Master's Degree specifically related to their work and above and beyond the minimum educational requirements for his/her position, to the sum of one thousand dollars (\$1,000.00) a year in addition to what he/she otherwise would be entitled. All courses shall be subject to the approval of the Mayor or his/her designee prior to enrollment.
- F. Said sum to which an employee is entitled shall be payable on or about August 1st in each year upon written application and proof of said credits and/or degrees. Said sections A, B, C, D and E above shall not be cumulative.
- G. Regular, full-time employees who enroll in courses relative to their work with the Borough shall be reimbursed fifty percent (50%) by the Borough for the costs of tuition, books and supplies, up to a maximum of three thousand dollars (\$3,000.00) annually. However, said sum shall not be due and payable to the employee unless and until proof of successful completion of the course involved, and the submission of invoices showing payment of said books and supplies. All courses for which the employee is seeking reimbursement shall be subject to the approval of the Mayor or his/her designee prior to enrollment. Additionally, all reimbursement of costs for tuition, books and supplies shall be subject to advance approval of the Mayor and the Board of Burgesses (Borough Board).
- H. All books in connection with said courses successfully completed and for which payment is made to the employee shall become part of the Department Library for the use of all department personnel and shall belong to the Borough.
- I. All schools must be fully accredited and all courses subject to the approval of the Mayor or his/her designee.
- J. Section A through I above shall not apply to courses completed prior to hiring, and reimbursement or payment for course work shall not be made for courses leading to the minimum educational requirements for the position held by the employee. However, with the advance approval of the Mayor or his/her designee, compensation may be made

for course related to requirement newly imposed by the State after the employee has met the minimum educational requirement of his/her position.

- K. Employees shall not be eligible for tuition reimbursement as set forth herein for: (a) a second master's degree; (b) a doctoral degree; or (c) a law degree.

ARTICLE XVII
HOSPITALIZATION AND INSURANCE

Section 1. Effective July 1, 2016, all bargaining unit employees shall have the choice of the following plans for the eligible employee and his/her dependents (except where otherwise stated):

- Health Benefit Plan with a drug and vision rider (Option 1); or
- HDHP Plan with a vision rider (Option 2).

Option 1:

Health Benefit Plan co-pays:

July 1, 2016 – December 31, 2017

Office	\$25
Inpatient	\$200
Outpatient	\$150
ER	\$100
Urgent Care	\$25
Prescription:	\$5/\$25/\$40
Out of Network deductible	\$1,000/\$2,000/\$2,500
	70%/30%

Option 2:

HDHP (with vision rider):

Effective January 1, 2017 – December 31, 2019:

- \$2,000.00/\$4,000.00 Annual Deductible
- 100% in network after deductible (except with respect to prescription drugs)
- 70%/30% out of network
- \$5,000.00/\$10,000.00 out of network maximum

- Upon satisfaction of the (HDHP) deductible, prescriptions subject to \$5.00 Generic/ \$20.00 Brand Name/ \$35.00 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for ninety (90) day supply)

The co-pays for drugs shall not apply to prescriptions under either the Women’s Health and Wellness Act or for diabetes

Vision with a \$0.00 co-pay.

Out of country will be at charges based upon the carrier’s policy for urgent and emergency care.

Eligible bargaining unit employees will contribute a cost-share toward the annual premium of the aforementioned plan in the following amounts:

Option 1: Health Benefit Plan

- July 1, 2016 until ratification 11.5%
- Upon ratification through December 31, 2017 12.5%

Option 2: HDHP Plan

- January 1, 2017 until ratification 6%
- Upon ratification through December 31, 2017 7%
- January 1, 2018 through December 31, 2018 5%
- January 1, 2019 through December 31, 2019 3%

In year 1 of the contract (January 1, 2017 through December 31, 2017), the Borough agrees to contribute fifty percent (50%) of the deductible.

In year 2 (January 1, 2018 through December 31, 2018) of the contract, the Borough agrees to contribute forty-five percent (45%) of the deductible.

In year 3 (January 1, 2019 through December 31, 2019) of the contract, the Borough agrees to contribute twenty-five percent (25%) of the deductible.

Effective January 1, 2018, the HDHP described herein shall be the insurance plan available to eligible employees. Enrollees in the HDHP shall have a Health Savings Account (“HSA”) to defray deductible expenses. A HSA is not health insurance, it is a bank account.

The employee will be responsible for opening the HSA account at either Liberty Bank or ION Bank. In the event that either Liberty Bank or ION Bank imposes any bank fees associated with maintaining the HSA account, the parties agree to jointly select another bank for the HSA account. The Borough will make provisions for a before tax direct deposit payroll deduction for employees who elect the HSA plan.

During the life of the contract, the Borough's applicable contribution toward the deductible will be deposited in the employee's HSA on or about January 1st annually. The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account (if the employee decides to fund his/her portion of the deductible).

A health reimbursement account ("HRA") will be offered to any employee eligible for health insurance who is not eligible for a HSA. The Borough's annual contribution toward the HRA shall be equal to the annual contribution toward the HSA (based upon the eligible employee's level of insurance (single, single + 1 or family)).

If an employee elects to change options, open enrollment shall take place in November of each year.

The parties acknowledge that the Borough's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Borough shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment. The employee will be responsible for opening the HDHP account and for any bank fees associated with maintaining the HDHP account. The Borough will make provisions for a before tax direct deposit payroll deduction for employees who elect the HDHP plan.

Additionally, an employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Borough after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through December 31st of the applicable contract year.

An employee who resigns, retires or no longer receives health insurance benefits from the Borough shall not be eligible any Borough contribution toward the HSA upon the occurrence of such event. Under such circumstances, an employee shall be required to reimburse the Borough a prorated amount of the money contributed by the Borough toward the employee's deductible for such contract year.

The Borough shall have the right to change current insurance carriers or self-insure for all of or for some of the aforementioned insurance provided that such modification(s) substitute benefits are substantially equivalent to or better than the benefits set forth herein on an overall plan benefit basis.

The Borough further agrees to provide each eligible bargaining unit member with:

- Flexible Dental Plan; and
- Fifty thousand dollars (\$50,000) Life Insurance Policy with AD&D Policy. (Dependents not included in Life Insurance Policy or AD&D Policy)

Upon an active employee's reaching the age of sixty-five (65), the employee shall have the

option of either: (1) the Borough provided health insurance plan (with the applicable premium share contribution); or (2) enroll in Medicare in lieu of the Borough provided health insurance plan.

Upon retirement, an employee who is under the age of sixty-five (65) and not Medicare eligible, shall receive the same health insurance option that is offered to active employees.

Upon retirement, an employee who is under the age of sixty-five (65) and not Medicare eligible, who was employed by the Borough in a bargaining unit position prior to the ratification date of this Agreement, shall pay the same percentage premium share contribution that he/she was paying at the time of his/her retirement regardless of any changes to the percentage premium share contribution negotiated for active employees after such date of retirement. Throughout retirement, such retiree shall be subject to any plan changes negotiated and implemented for active employees.

Upon becoming Medicare eligible, an employee who was employed by the Borough in a bargaining unit position prior to the ratification date of this Agreement, shall be transferred to Medicare Supplemental Plan F and shall contribute annually throughout his/her retirement the same percentage premium share contribution for supplemental insurance that he/she was paying at the time of his/her retirement regardless of any changes to the percentage premium share contribution negotiated for active employees after such date of retirement. Throughout retirement, such retiree shall be subject to any plan changes negotiated and implemented for active employees.

Upon retirement, an employee who is under the age of sixty-five (65) and not Medicare eligible, who was hired on or after the ratification date of this Agreement, shall pay the same percentage premium share contribution negotiated for active bargaining unit members and will be subject to any plan changes negotiated and implemented for active employees.

Upon becoming Medicare eligible, an employee who was hired on or after the ratification date of this Agreement shall be transferred to Medicare Supplemental Plan F and shall contribute annually throughout his/her retirement the same percentage premium share contribution negotiated for active bargaining unit members for supplemental insurance equivalent and will be subject to any plan changes negotiated and implemented for active employees.

Life: Twenty-five percent (25%) of the plan offered to active employees.

Section 2. Employees eligible for health insurance benefits may waive coverage provided by the Borough and be paid twenty five percent (25%) of the medical premium costs that the employee is eligible for to a maximum of one thousand five hundred dollars (\$1,500.00) for waiving individual coverage, two thousand five hundred dollars (\$2,500.00) for waiving two person coverage and three thousand five hundred dollars (\$3,500.00) for waiving family coverage, to be paid on June 30th of each fiscal year.

Employees wishing to waive insurance coverage shall deliver proof of health insurance coverage and a signed, witnessed waiver form to the Human Resources Director prior to May 1st of each

fiscal year.

Section 3. Detailed questions of interpretation and related matters of insurance will be determined by the master policy issued by the applicable insurance carrier.

ARTICLE XVIII
SICK LEAVE

Section 1. On the first day of each fiscal year, except as provided below, regular full-time bargaining unit employees shall be credited with fifteen (15) sick days. Probationary employees shall commence being credited with sick days upon the successful completion of his/her probationary period. Employees with less than one (1) year of service shall be credited with 1.25 sick days per month. Sick days shall be cumulative to a maximum of one hundred five (105).

Section 2. In the event that an employee is absent from work for five (5) consecutive work days or after nine (9) sick days in any sixty (60) day period, he/she shall submit a note from the physician treating the employee for the illness causing the absence. Failure to provide such a note or an incomplete note may be the basis for discipline.

Additionally, a pattern of absenteeism or abuse of absences may be the basis for discipline.

Section 3. For absence from work because of illness or injury (which illness or injury is not compensable under the Connecticut Workers' Compensation Act) or absence from work for medical or dental treatment which cannot be scheduled during the employee's non-working hours, sick leave shall be granted without loss in the employee's normal pay to the extent of the employee's sick leave eligibility as prescribed in Section 1 hereof.

Section 4. In the event of the death of the employee, the Borough will pay to the employee's spouse or his dependent children or to their estate, if there are no spouse or dependent children, a sum equal to their regular daily salary for each day of credited sick leave or fraction thereof that the deceased employee had been credited up to the date of his/her death subject to the maximum set forth in Section 4 above. For the purpose of computation, five (5) working days constitutes one (1) week's salary. Employees hired on or after July 1, 1996 shall have accrued sick leave based upon their salary in effect at the actual time of accrual of said sick leave.

Section 5. Upon layoff, retirement or voluntary separation of service for good reason, after five (5) years of service, the Borough will pay to the employee an amount equal to their regular daily salary for each day of credited sick leave or fraction thereof the employee has been credited up to the date of such termination, to a maximum of ninety (90) sick days. For the purpose of computation, five (5) working days constitutes one (1) week's salary. The benefits of this section and the preceding section shall not be cumulative. Employees hired on or after July 1, 1996 shall have accrued sick leave based upon their salary in effect at the actual time of accrual of said sick leave.

ARTICLE XIX
LEAVE OF ABSENCE

Section 1. Family and medical leave shall be granted in accordance with applicable state and federal law.

Section 2. Military Leave shall be granted in accordance with applicable state and federal law and Borough policy.

ARTICLE XX
MILEAGE AND EXPENSE ACCOUNTS

Section 1. Any employee who utilizes her/his automobile for the purpose of Borough business shall be paid the standard applicable I.R.S. mileage rate. If an employee utilizes his/her automobile on weekends or holidays for the purpose of Borough business, he/she shall be paid from portal to portal.

Section 2. The Assistant Borough Engineer shall receive an annual clothing and cleaning allowance of five hundred dollars (\$500.00).

ARTICLE XXI
VACATION PAY

Section 1. Annual vacation leave with pay shall be credited to all full time employees in the following manner:

TERMS OF SERVICE

VACATION PAY

6 months to 1 year	1 week
1 year 1 day to 5 years	2 weeks
5 years 1 day to 10 years	3 weeks
10 years 1 day to 15 years	4 weeks
15 years 1 day to 34 years	5 weeks
35 years	6 weeks

Section 2. Requested dates for vacation leave shall be granted with due consideration to the wishes of the employee, except that it may be deferred by the Mayor or his/her designee so as not to conflict with an emergency or peak loads of the department.

Section 3. When an employee has no sick leave available, he/she may elect to use vacation time as sick leave or request an extension of sick leave from the Mayor or his/her designee with pay.

Section 4. In the event of an employee's death, such payment shall be made to his dependent survivor or his estate if there is no survivor. Such payment will be made within two (2) weeks of date of expiration, in one lump sum, providing it does not cross the fiscal year. In the event it does cross the fiscal year, payment will be made in two (2) installments.

Vacation time credited in the employee's last year of employment shall be prorated for purposes of such pay out.

Section 5. Carryover of vacation time shall be granted to the employee by the Mayor or his/her designee, only if the employee had to forego scheduled vacation leave as a result of Borough needs.

ARTICLE XXII
MISCELLANEOUS

Each bargaining unit employee shall be evaluated on an annual basis by his/her immediate supervisor or Department Head, in consultation with the Director of Human Resources, as determined by the Borough.

ARTICLE XXIII
DISCIPLINARY ACTION

No employee who has completed his/her probationary period shall be removed, dismissed, discharged, suspended, demoted or disciplined in any other manner except for just cause. If an employee is disciplined, and in the judgment of such employee, this action is taken by the Borough without just cause, he/she may file a grievance in writing in accordance with Article IX herein.

Depending on the seriousness of the alleged infraction, the level of discipline shall normally be as follows:

- verbal warning
- written warning
- suspension without pay
- discharge

The Borough and the Union agree that the Borough may take disciplinary action without the need for progressive discipline when an offense is of such a nature that warrants it.

ARTICLE XXIV
UNION MEETINGS

The Union may call meetings in the Town Hall, providing such meetings do not conflict with other scheduled Town Hall activities or programs and providing further that employees do not leave their work stations until the end of the work day. All meetings will require previous notice being given to the Borough Clerk and will be held in a room approved by the Borough Clerk.

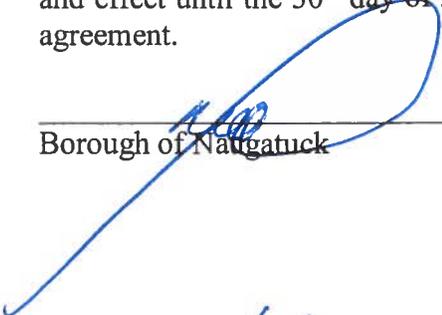
ARTICLE XXV
RIGHT TO REVIEW

All employees shall have the right to review their personnel file, upon reasonable request to the custodian of said records, and at such time that the request will not interfere with the orderly

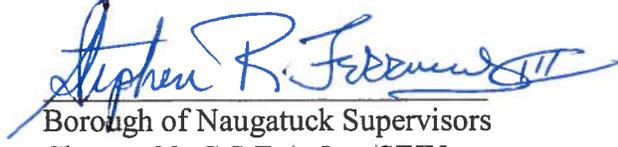
operation of the Department in which such records are kept. The custodian of said records shall have the right to refuse a request when there is a reasonable cause to believe an employee is abusing the privilege.

ARTICLE XXVI
DURATION

This Agreement shall be effective as of the first day of July, 2016 and shall remain in full force and effect until the 30th day of June, 2019 except that it may be amended at any time by mutual agreement.

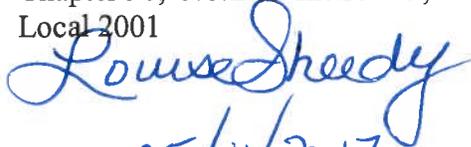


Borough of Naugatuck



Borough of Naugatuck Supervisors
Chapter 90, C.S.E.A. Inc./SEIU,
Local 2001

Date: 5/11/17


Date: 05/11/2017

APPENDIX A
SALARY AND WAGES

Section 1.

<u>Group 1:</u>	<u>July 1, 2016</u>	<u>July 1, 2017*</u>	<u>July 1, 2018</u>
<u>Annual Salary</u>	2.5%	2.75%	2.75%
Building Inspector	\$83,993.22	\$86,816.78	\$89,204.24
Town Planner/Wetlands Enforcement Officer/ZEO	\$62,853.06	\$65,095.27	\$66,885.39
Assistant Controller	\$80,985.83	\$83,726.69	\$86,029.17
Assistant Borough Engineer	Vacant		
I.T. Director	\$89,242.86	\$92,210.79	\$94,746.59

*Includes a five hundred dollar (\$500.00) salary adjustment for all bargaining unit positions.

<u>Group 2:</u>	<u>July 1, 2016</u>	<u>July 1, 2017*</u>	<u>July 1, 2018</u>
<u>Hourly Wage Rate</u>	2.5%	2.75%	2.75%
Assistant Tax Collector	\$31.82	\$32.98	\$33.89
Assistant Town Clerk	\$27.32	\$28.35	\$29.13
Borough Clerk	\$29.55	\$30.64	\$31.48
Police Department Office Manager	\$30.22	\$31.30	\$32.16
Building Custodial Superintendent	\$23.65	\$24.55	\$25.23
Assistant to Building Inspector	\$33.83	\$35.04	\$36.00
Recreation Director	\$24.30	\$25.25	\$25.94

*Includes a five hundred dollar (\$500.00) salary adjustment for all bargaining unit positions.

Section 2. The starting wage rate for new employees shall be determined at the sole discretion of the Board of Mayor and Burgesses.