

Town of Cheshire
The bedding plant capital of Connecticut

AGREEMENT

by and between

THE TOWN OF CHESHIRE

and

**NUTMEG INDEPENDENT LABOR UNIONS
CHESHIRE TOWN HALL EMPLOYEES UNION**

July 1, 2025 to June 30, 2029

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PREAMBLE

This Agreement is entered into by and between the Town of Cheshire, hereinafter referred to as the Town and Nutmeg Independent Labor Unions, Cheshire Town Hall Employees Union, hereinafter referred to as the Union.

ARTICLE I RECOGNITION

Section 1.1

The Town recognizes the Union, pursuant to the provisions contained in the Municipal Employee Relations Act ("MERA"), as the sole and exclusive representative for the purposes of collective bargaining on matters pertaining to wages, hours and other conditions of employment for all non-supervisory employees not included in other bargaining units and excluding the Management Specialist assigned to the Town Manager, Department Heads, Youth Activity Coordinator, Collector of Revenue, Assessor, Deputy Director of Finance, Senior Services Coordinator, all Professionals, all Library employees, all employees who work fewer than twenty (20) hours per week, and all other employees excluded under the MERA.

ARTICLE II RIGHTS AND RESPONSIBILITIES OF THE TOWN OF CHESHIRE

Section 2.1

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town of Cheshire pursuant to any charter, general or specific statute, ordinance, regulation or other lawful provisions, over the complete operations, practices, procedures and regulations with respect to employees of the Town, shall remain solely and exclusively in the Town, including, but not limited to, the following:

To determine the standards of services to be offered by Town employees; to determine the standards of selection for Town employment; to direct its employees; to take disciplinary and/or corrective action; to relieve its employees from duty because of lack of work or other legitimate reasons; to issue rules and regulations; to maintain the efficiency of governmental operations; to determine work schedules; to determine the method, means and personnel by which the Town's operations are to be conducted; to determine the content of job classifications, provided that upon request the Town agrees to bargain with the Union concerning the impact of any significant changes the Town makes to job classifications in accordance with legal requirements; to exercise complete control and discretion over its organization and technology for performing its work; and to fulfill all its legal responsibilities. The Town reserves the right to continue to use employees outside the bargaining unit to perform bargaining unit work in accordance with past practice.

**ARTICLE III
UNION SECURITY**

Section 3.1

The Town agrees to deduct from the pay of all its full-time and part-time employees, who in writing authorize such deductions from their wages, such membership dues, initiation fees, reinstatement fees, and voluntary service fees, as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement except that any employee may withdraw such authorization.

Section 3.2

The deduction for any month shall be made during each payroll period of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made. no later than the fifth (5th) business day after which such deductions have been made.

Section 3.3

The Employer's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement, except that deductions shall be resumed if a terminated employee who signed the authorization is recalled or reinstated.

Section 3.4

The Union agrees to indemnify and to hold the Town 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 Town for the purpose of complying with the provisions of this Article.

**ARTICLE IV
SENIORITY, LAYOFF AND RECALL**

Section 4.1

Seniority shall be defined as the length of an employee's continuous service with the Town of Cheshire. All new employees seniority shall be from the date of hire in bargaining unit positions. Seniority shall be broken by either discharge, voluntary termination, or termination of recall provision rights.

Section 4.2

The Town will, during the month of June of each year, furnish the Union with a seniority list showing the length of service of employees in the bargaining unit.

Section 4.3

No employee shall obtain seniority until he or she has completed a probationary period during which he or she shall have worked for the Town for a period of one hundred twenty (120) calendar days.* Following the completion of the probationary period, an employee's seniority shall be retroactive to that employee's most recent date of hire. During the probationary period, the probationary employee shall be covered by all terms and conditions of the Agreement, except that a probationary employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his or her behalf, shall have recourse to the grievance procedure of this Agreement.

* For the purpose of this Article and Section: if an employee works any part of a day, including Saturdays, Sundays, and holidays, that day shall count as one full day towards the one hundred twenty (120) calendar days.

Section 4.4

A. When the Town determines that layoffs are necessary, they shall take effect in the inverse order of seniority in the classification affected in the following order:

1. Temporary and seasonal employees;
2. Part-time probationary employees;
3. Full-time probationary employees; and
4. Regular employees

For the purpose of layoff only part-time employee seniority shall be pro-rated (i.e. a part-time employee with 10 years of part-time continuous service shall be credited with 5 years of full-time service).

B. Employees who are laid off shall have bumping rights, provided they have more seniority than the person bumped, as follows:

1. The employee may bump another employee in the same classification in the same department.
2. The employee may bump another employee in the same classification in a different department.
3. The employee may bump another employee in a lower classification in the same department.
4. The employee may bump another employee in a lower classification in a different department.

5. The employee may bump a non-bargaining unit employee performing bargaining unit work within the same classification.

An employee who has bumping rights must elect his/her right to bump in the order set forth above. Any employee who declines to accept the first available bumping opportunity, as set forth above, shall be laid off.

- C. A full-time employee may bump a part-time employee, provided the full-time employee has more seniority. Part-time employees may bump only part-time employees. No employee may bump into another position or classification unless the bumping employee has the present ability to perform the work of the position into which the employee seeks to bump.
- D. For the purposes of this Section, there shall be eleven (11) departments as follows: Animal Control, Building, Finance, Fire Department, Human Services, Park/Recreation, Planning & Zoning, Police Department, Public Works, Town Clerk, Water Pollution.
- E. For the purpose of this Section, a "part-time" employee includes any employee regularly scheduled to work in excess of 20 hours per week, but fewer than 35 hours.
- F. An employee exercising bumping rights under this provision shall be given a 90 calendar day probationary period to demonstrate his/her ability to perform the job requirements. If the employee fails to demonstrate an ability to perform the job during this probationary period, then the employee shall be laid off. If a vacancy exists in a lower classification at the time the employee would otherwise be laid off, the Town shall offer the employee an opportunity to perform such job provided the employee meets the qualifications of the position, subject to an additional 90 calendar day probationary period. If the employee fails to demonstrate an ability to perform the job during this probationary period, then the employee shall be laid off.
- G. An employee who bumps into a lower classification shall be paid at the rate of pay for the lower classification which is closest to, but not higher than, the employee's rate of pay in the former job classification.

Section 4.5

- A. The names of all employees on lay-off shall be placed upon a recall list to be maintained by the Town Manager or his/her designee. Employees shall be entitled to recall for a period of 24 months from the date of their lay-off, except as provided below. During this time, such employees shall only be entitled to be recalled in order of seniority, provided that no employee shall be guaranteed any job under this Agreement.
- B. An employee who has been laid off shall be responsible for keeping the Town informed as to his/her current address. The Town shall only be required to send any recall notice to the address, which is maintained in the Town's employment records. If that notice is returned as not deliverable, he/she shall be no longer eligible for recall and he/she shall have his/her name removed from the recall list.

- C. An employee notified that an opening exists shall have five (5) working days from his/her receipt of the recall notice which shall be sent by certified mail, return receipt requested, to notify the office of the Town Manager of his/her availability. The recalled employee must then report to work within fifteen (15) working days from the receipt of the recall notice or shall no longer be eligible for recall and he/she shall have his/her name removed from the recall list.
- D. An employee shall be recalled by seniority within the classification he/she was laid off from or to a job in a lower classification providing the employee has the ability to perform such work required within a 45-day working period. Such employee recalled to a lower classification shall maintain recall to the classification he/she was laid off from for the remaining period of his/her recall right period and will be given the first opportunity to return to said position in accordance with their seniority.

ARTICLE V JOB POSTING

Section 5.1

When the Town determines that a permanent or temporary vacancy of thirty (30) days or more exists and that it is going to fill the position, the Town will follow the procedure set forth below. For purposes of this Article, a permanent vacancy includes the creation of a new position in the bargaining unit and/or the replacement of a previous incumbent as a result of a termination, promotion or demotion.

Section 5.2

All vacancies and positions covered by this Agreement shall be posted for a period of five (5) working days on bulletin boards in Town Hall, and each building where bargaining unit employees are assigned before the Town may act to fill such vacancies. The Town may, with Union approval, post an open position externally simultaneous with the internal posting, but preference shall first be given to qualified internal candidates. A copy of job postings shall be emailed to the Union President or his/her designee. In lieu of physically posting these positions, the Town can email them to bargaining unit members or post them on the Town's website.

Section 5.3

Employees who desire to be considered for any such vacancy must submit their applications to Human Resources Department by not later than the conclusion of the posting period specified above. Union representatives may place into application the name of any employee who is absent from work during the posting period.

Section 5.4

The Town will appoint the applicant who possesses the greater skill (including technical skill and ability to get along with other people, including the public) and ability including, but not limited to, reliability and demonstrated performance, based upon a written exam, an oral exam and/or a practical exam and past employment records. If two applicants are equal in skill and ability, as defined above, then the applicant with the greater seniority in the bargaining unit shall be offered the position. The Town may fill a permanent vacancy from outside the bargaining unit if no qualified applicant applies from within the bargaining unit.

Section 5.5

The promoted employee shall be given a probationary period of ninety (90) calendar days. If the employee fails to satisfactorily complete the probationary period, he/she will be returned to his/her former position, provided that the position is still in existence or will be allowed to exercise such bumping rights as are provided for by Article IV of this Agreement.

The probationary period may be extended by an additional thirty (30) calendar days if the employer reasonably believes that ninety (90) calendar days are not sufficient to determine if the employee is able to satisfactorily meet the requirements of the position.

Section 5.6

In the event that an employee, in exercising his/her option to fill a vacancy, makes a lateral or downward move in job grade, then the employee will retain his/her existing rate of pay in the new position as long as the existing rate of pay does not exceed the maximum rate for the new position. If the employee's existing rate exceeds the maximum rate for said position then the employee will be placed at the maximum rate of pay for the job grade of the new position.

In the event that an employee is bumped downward in job grade due to layoffs or elimination of his/her position, the employee will retain his/her existing rate of pay in the new position except if the existing rate is higher than the maximum rate of pay for the new job grade. If the employee's existing rate exceeds the maximum rate for said position then the employee will be placed at the maximum rate of pay for the job grade of the new position.

If an employee is promoted in job grade to fill a vacancy, the employee will be compensated at a rate that is equal to at least five percent (5%) greater than the employee's current rate or the minimum of the new job grade, whichever is greater.

ARTICLE VI HOURS OF WORK AND OVERTIME

Section 6.1

- A. The regular hours of employment for most full-time employees shall be thirty-five (35) hours per week, generally divided equally over five working days of seven (7) continuous hours each day, Monday through Friday. Employees will receive a one-half (1/2) hour unpaid meal break each working day and one ten (10) minute rest break during each half day of the daily schedule as time actually worked. Said breaks shall be taken at such times as determined by the Department Head or his/her designee.
- B. Employees currently working forty (40) hours per week will continue to work forty hours per week, generally divided equally over five working days, Monday through Friday, with eight (8) continuous hours per day. Employees will receive a half (1/2) hour unpaid meal break each working day and one ten (10) minute rest break during each half day of the daily schedule as time actually worked. Said breaks shall be taken at such times as determined by the Department Head or his/her designee.
- C. Employees currently working thirty-seven and a half (37½) hours per week will continue to work

thirty-seven and a half (37½) hours per week, generally divided equally over five working days, Monday through Friday, with seven and a half (7½) continuous hours per day. Employees will receive a half hour (1/2) unpaid meal break each working day and one ten (10) minute rest break during each half day of the daily schedule as time actually worked. Said breaks shall be taken at such times as determined by the Department Head or his/her designee.

Section 6.2

The regular hours of employment for part-time employees shall be determined by the Town, but generally shall be Monday through Friday between 8:00 A.M. and 4:30 P.M. Once set, any change in hours shall be decided by mutual agreement between the Town and the Union. This provision shall not apply to flex scheduling under Section 6.10.

Section 6.3

- A. The Town shall determine when overtime shall be worked. For employees who are normally scheduled to work between twenty (20) and thirty-five (35) hours per week, employees shall be paid at a minimum of one and a half (1 ½) his/her normal hourly rate of pay for all hours worked in excess of thirty-five hours in a week. For employees normally scheduled to work thirty seven and one half (37.5) hours per week, employees shall be paid at a minimum of one and one half (1 ½) his/her normal hourly rate of pay for all hours worked in excess of thirty-seven and one half (37.5) hours in a week. For employees normally scheduled to work in excess of forty (40) hours per week, employees shall be paid at a minimum of one and one half (1 ½) his/her normal hourly rate of pay for all hours worked in excess of forty (40) hours per week. This is inclusive of any paid leave provisions under the terms and conditions of this Collective Bargaining Agreement in excess of his/her normally scheduled work week and in excess of his/her normally scheduled workday, except to the extent the employee works on the extended day provided for in this Agreement. Employees may request compensatory leave equivalent to one- and one-half times the hours worked in excess of the normal work week in lieu of payment to be taken at a time mutually agreeable to the employee and the Department Head at some point during the fiscal year and not be accumulated in an amount no greater than the total number of hours worked regularly by the employee each week.
- B. Compensatory time may be taken in one (1) hour increments.

Section 6.4

An employee shall be paid at the rate of twice his/her normal rate of pay for all hours worked on Sundays and for all hours worked on holidays, as specified in this Agreement, in addition to holiday pay.

Section 6.5

Any employee, who is called back to work outside his/her normal working hours for unscheduled overtime and who reports to work, shall be paid a minimum of three hours pay at the appropriate rate. An employee who is called into work shall be paid from the time he/she reports for duty, plus an additional thirty (30) minutes, at the appropriate rate of pay in lieu of Section 31-76b of the State Statutes. This provision shall not apply when the regular workday is extended before its start

or at its end.

Section 6.6

Except in emergencies and any other unplanned situations, the Town shall notify employees of planned overtime the day before the overtime work is scheduled.

Section 6.7

Employees, who are assigned in writing by their supervisor to work in a higher pay classification, shall receive wages fifteen (15%) per cent greater than their own current rate provided they work in the pay classification for a minimum of a full working day. This adjustment to pay is for doing the job of a supervisor for a planned absence such as vacation and/or extended or unexpected leave for medical reasons of more than two (2) days. It does not include time out for work-related events or professional development. An employee may elect not to assume the assignment to the higher classification, in which case the junior qualified employee will be appointed.

Notwithstanding the foregoing, for those occurrences that do not fit within the provisions of the first paragraph of this Section, the following provisions shall apply:

1. Out-of-Class Assignment Compensation: When a bargaining unit employee is assigned by management to perform the duties and responsibilities of a position classified at a higher grade level than the employee's regular position, the employee shall receive compensation at the higher classification rate for all hours worked in such capacity, the employee shall be paid at the rate of pay at the step in the higher class that is next highest above the employee's current rate of pay
2. Application: This provision applies to temporary assignments where the employee is performing substantially all of the duties of the higher classification, not merely assisting or performing isolated tasks.

Section 6.8

The regular work day for full time employees will normally commence at 8:30 a.m. and end no later than 4:00 p.m. For certain classifications of employees (Van Drivers, Fire Inspector, Animal Control Officer, and Deputy Fire Marshal) who are normally scheduled for 37.5 hours or more, the workday will vary from the above times. To best serve the general public, the Police Chief reserves the right to adjust the working hours of the Records Clerk to cover the hours of 7:00 a.m. to 4:30 p.m. so that a clerk may work 7:00 a.m. to 2:30 p.m., another clerk may work 8:00 a.m. to 3:30 p.m. and another clerk may work 9:00 a.m. to 4:30 p.m. The parties agree that in the interest of providing improved service to the public, the Town may alter the ending times of the workday once per week. The Town reserves the right to close its offices no later than 7:00 p.m. For employees whose schedules are adjusted for a late closing, the Town may permit them to leave work early or report to work late to compensate them for any extended day (which is more than their normally scheduled workday) on an hour for hour basis during the payroll period, unless work requirements demand otherwise. In those cases the employee will be paid for the extra hours worked at the rate of time and one-half or the employee may elect compensatory time in lieu of payment on an hour per overtime hour basis (1 hour worked = 1 ½ hour of compensatory time) which is to be used by the end of the fiscal year.

The Town will provide at least two weeks advance notice to the Union and any affected employee before it changes the normal work schedule. In the event the Town requires less than all employees

in a particular office to work the extended hours, the Town will first seek volunteers, who are qualified for the tasks, from the particular office and if there are no volunteers, then a rotation will be established with the least senior employee, who is qualified for the tasks in the office, being the first person to be required to work the flexible hours.

Section 6.9

A. Deputy Fire Marshals in the bargaining unit will receive Extra Duty Compensation. The term "Extra Duty" for purposes of this Article shall mean Fire watches or other functions for which an employee is paid by some other party other than the

B. All Extra Duty assignments shall be made by the Fire Chief or his/her designated representative. Extra Duty assignments shall be offered to full time bargaining unit members first and if the assignment cannot be filled, it may be offered to the volunteer fire department.

C. The Extra Duty rate of pay effective upon full execution of this Agreement shall be consistent with the hourly EDJ rate paid to other public safety officers. The Extra Duty rate of pay which the parties agree is consistent with the hourly EDJ rate paid to other public safety officers is as follows:

July 1, 2025	\$86.00
July 1, 2026	\$89.00
July 1, 2027	\$92.00

1. Bargaining unit members assigned to Extra Duty shall be paid four (4) hours pay at the applicable rate for each assignment, or actual hours worked times the above rate, whichever is greater. Members assigned after less than eight (8) hours advance notice by a vendor shall be paid six (6) hours pay at the applicable rates for such assignment or the actual hours worked times the applicable rate, whichever is greater. The Town of Cheshire, excluding the Board of Education, is exempt from this provision.
2. Any member assigned to Extra Duty on any holiday recognized in this Agreement shall be paid not less than one and one-half (1-1/2) the hourly rate set forth in Section C above.
3. Extra Duty assignments that require working beyond eight (8) hours or past the hour of midnight, shall be paid at the rate of time and one-half (1-1/2) for each hour worked beyond eight hours (8) or past the hour of midnight. Extra duty assignments that commence at or after the hour of midnight and prior to 6:00 a.m. shall be paid at the rate of time and one-half (1-1/2) for all hours worked.
4. Extra Duty assignments worked on Christmas Eve, Christmas Day, New Years' Eve and New Years Day shall be paid at two (2) times the applicable hourly rate set forth in Section C above, for actual hours worked.

D. It shall be the responsibility of the company and/or agency to notify the Fire Department in the event of cancellation. There will not be any prior agreements, such as "if it rains, we do not work." If the Extra Duty assignment is cancelled with less than two (2) hours notice prior to the start of the job, the assignment member shall receive a four (4) hour minimum pay, from the company and/or agency involved, at the applicable rate, except that Extra Duty jobs for the

Town will only require a one (1) hour notice of cancellation.

- E. All work will be billed in one (1) hour increments after the minimum hours have been met as determined above.
- F. The Fire Chief will equally distribute Extra Duty jobs among qualified bargaining unit members.

Section 6.10

Employees may, upon approval of their Department Head and considering operational needs, flex their schedule in order to accommodate programs/work obligations that occur in the evenings or on the weekends.

Employees who use flex time shall work a minimum of their approved hours.

This section is not intended and shall not be used to circumvent the payment of overtime or awarding of compensatory time to an employee. The provisions of Section 6.2 shall not apply to flex scheduling under this section.

Section 6.11

No later than January 1, 2026, the parties shall put a working group together to study the implementation of a four-day work week or other modified working schedule, and present the results of such study to the Town and the Union no later than June 30, 2026.

**ARTICLE VII
HOLIDAYS**

Section 7.1

The following holidays for permanent full-time and part-time employees shall be granted with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day

When Christmas Day falls on a Thursday, then the following day shall also be celebrated as a holiday and when Christmas Day falls on a Tuesday, then the preceding day shall also be celebrated as a holiday.

On years when Christmas Eve would already have been a day off for the bargaining unit, an additional holiday off with pay will be granted close to the December holidays. The net number of holidays will remain fourteen (14).

Section 7.2

When any of the above holidays fall on a Saturday, the holiday will be observed on the preceding Friday. When any of the above holidays fall on a Sunday, the holiday will be observed on the following Monday.

Section 7.3

An employee who performs work on holidays shall be paid at two (2) times his/her regular rate of pay for hours worked on holidays, in addition to the amount to which he/she is entitled as holiday pay.

Section 7.4

If a holiday should fall on an employee's vacation, the employee will not be charged a day of vacation.

Section 7.5

Part-time employees whose normal work week is twenty (20) hours or more shall be paid according to the number of hours they would be scheduled to work on the day observed as a holiday, but no less than three (3) hours.

**ARTICLE VIII
VACATION**

Section 8.1

Regular full-time and part-time employees, except as noted below, shall be granted a leave with pay for the purpose of taking vacation. No new employee, however, shall be eligible for a vacation unless the employee has attained the status of a regular employee by satisfactorily completing the probationary period. The vacation year for each employee shall commence on his or her anniversary date of employment. Vacation leave is based on length of service and is accrued or earned on a monthly basis as follows:

<u>Length Of Continuous Service</u>	<u>Vacation Leave Earned Per Year</u>
Less than 5 years	10 days (2 weeks) = .833 days per month
5 years, but less than 10 years	15 days (3 weeks) = 1.25 days per month
10 years, but less than 15 years	20 days (4 weeks) = 1.67 days per month
15 years or more	1 additional day per year of service, to a maximum of an additional 5 days.

Section 8.2

Part-time employees shall earn vacation leave in accordance with the above schedule based on their hours of work for the previous fifty-two (52) weeks immediately preceding their anniversary date of hire. New part-time employees shall earn vacation leave in proportion to their normal scheduled work week based on their first six (6) months of employment.

Section 8.3

An employee may take earned vacation leave during the employee's vacation year with proper authorization, except that no employee may take more than two (2) weeks at a time without the written approval of the Department Head and the Town Manager. Vacation time may be taken in increments of one (1) hour. A maximum of ten (10) days of earned vacation leave may be carried over to the next vacation year. If an employee wishes to be paid prior to taking vacation leave, he/she shall notify the Department Head at least ten (10) days in advance of the last pay period prior to going on vacation. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation, except upon termination. The granting of carry over vacation days shall not set a precedent and shall be based on a case-by-case basis only.

The vacation cash out at the time of separation of employment shall not exceed the number of days earned annually plus the ten (10) days carried over.

Section 8.4

Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees, except that if an employee is re-hired within one year of his/her termination date, then he/she shall receive credit for prior service for the purpose of computing vacation leave.

Section 8.5

An employee who is transferred between departments shall retain all accrued vacation credit and shall accrue vacation in accordance with Section 8.1 above.

Section 8.6

No employee may take vacation leave beyond the amount earned.

Section 8.7

The Department Head will determine the annual vacation schedule, taking into consideration the particular needs of the Department and the desire of the employee. Employees who wish to reserve vacation leave during the year must submit their requests in writing to their Department Head. Vacation requests shall include the desired dates and duration of leave. Requests for leave of more than three (3) consecutive workdays must be submitted at least thirty (30) calendar days in advance, unless an emergency or unforeseen circumstance occurs. Requests for shorter durations (3 days or less) must be submitted at least 24 hours in advance. Vacation leave shall be granted on a first-come, first-served basis subject to operational needs.

Section 8.8

Employees who are eligible for vacation and whose employment is terminated shall be paid an amount equal to all accumulated vacation pay earned but not taken.

Section 8.9

Upon the death of an employee who is eligible for vacation, payment shall be made to the beneficiary (as designated on the Life Insurance Form) of the deceased employee if there is no beneficiary then the estate of the deceased employee, in an amount equal to the vacation earned but not used. Said payment shall be made within a reasonable period of time.

Section 8.10

Vacation time may be used by employees in addition to, or in lieu of sick leave, with the approval of the Town Manager and the Department Head.

Section 8.11

An employee will not be charged a day of vacation if, while on vacation, a designated holiday occurs which falls in the employee's regular work week.

Section 8.12

An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless that illness exceeds three (3) vacation days and the employee files a physician's certificate describing the nature and duration of the illness with Human Resources Director, within five (5) working days of the day he/she returns.

Section 8.13

Accumulation of vacation balance will be included on the employee's bi-weekly payroll check.

ARTICLE IX SICK LEAVE

Section 9.1

Employees shall be eligible for sick leave with pay which shall be earned at a rate of one and one quarter ($1\frac{1}{4}$) days per month (15 days per year) to a maximum accumulation of one hundred and seventy-five days. However, no more than 150 days may be used to calculate the provisions of Article 9.7.

Section 9.2

Sick leave shall not be considered a privilege which an employee may use at his/ her discretion, but rather shall be used only for the following purposes:

- A. Personal illness, physical incapacity, or non-compensable bodily injury or disease.
- B. Enforced quarantine in accordance with public health regulations.
- C. To meet medical and dental appointments when an employee has made reasonable efforts to secure an appointment outside of his/ her normal working hours or during the beginning or end of his/ her work day, provided the Department Head is notified at least one (1) day in advance of the day in which the absence occurs.

Sick leave may be taken in one (1) hour increments.

D. A maximum of five (5) days may be used in the event of an illness or physical incapacitation involving a member of the employee's immediate family which is defined as spouse, parent, child, sister, brother, guardian, foster parent, foster child, mother-in-law, father-in-law, grandchild, or relative living in the employee's household. The limitation of five (5) days shall not be utilized for purposes of limiting paid sick leave under the provisions of the Family Medical Leave Act, in accordance with Article XV of this Agreement.

Section 9.3

On the first day of absence from work due to illness, the employee shall report his/her illness to his/her supervisor no later than the beginning of his/her scheduled work assignment, except that where a relief employee is required, such report must be made at least one (1) hour prior to the beginning of his/her scheduled work assignment. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

Section 9.4

- A. The Town may require proof of illness for authorized sick leave and proof shall be submitted to the Human Resources Director. At the discretion of the Human Resources Director, proof

of illness may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three (3) days.

- B. The Town may investigate any absence for which sick leave is requested. The Town may require proof of illness in the event of suspected abuse, a pattern of sick leave use or continued excessive use. In the event the Town requires an independent medical examination, the Town will pay the reasonable costs associated with that exam.
- C. If it is determined that an employee has abused the provisions of this Article, disciplinary action, up to and including dismissal, may be taken.

Section 9.5

Accumulation of sick balance will be included on the employee's bi-weekly payroll check.

Section 9.6

Upon retirement, death or voluntary resignation, an employee shall receive credit for accumulated sick leave as follows, and payment for same shall be made within a reasonable period of time of the employee's retirement, death or voluntary resignation. In the event of an employee's death, the payment shall be made to the employee's beneficiary (as designated on the Life Insurance Form), or if none, to his/her estate:

<u>Years of Service</u>	<u>Percentage Of Accumulated Sick Leave To Be Credited</u>
5 years, but less than 10 years	15%
10 years, but less than 15 years	25%
15 years or more	33%

Section 9.7 - Catastrophic Leave

The Town has established a sick leave bank for situations in which a member of the bargaining unit incurs a catastrophic illness or injury and has exhausted his/her sick leave benefits. The bargaining unit members may voluntarily donate up to three sick days per year from their own accumulated sick leave for use by the sick employee. However, if an employee has reached their maximum accumulation of 175 sick leave days, that employee may voluntarily donate up to ten (10) days from their sick leave accrual. An employee who believes that he/she has suffered a catastrophic illness or injury and has exhausted his/her sick leave benefits may apply to the Town Manager and Union President or designee for sick days from the sick leave bank. If the Town Manager and the Union President determines that an employee is eligible as a result of a catastrophic illness or injury, then the employee will be permitted to be advanced such sick days as are available in the sick leave bank.

For purposes of this provision a catastrophic illness or catastrophic injury is defined as a non-occupational, prolonged hospitalization, medically certified mental illness or incapacity, or terminal illness, which has disabled an employee from the performance of his/her employment duties.

**ARTICLE X
PERSONAL LEAVE**

Section 10.1

An employee who has successfully completed his/her probationary period may take a maximum of three (3) days per year as personal leave. Requests for personal leave must be submitted at least three (3) calendar days in advance, if possible. Such leave may be taken for any good and sufficient personal reason. Part-time employees shall be prorated based on their average hours in accordance with Article VIII, Section 8.2. Employees shall accrue personal leave, based on their anniversary date of hire. Use of personal days shall be subject to Department Head approval. Denial of such request shall not be arbitrary or capricious. There shall be no accumulation of personal leave from year to year.

**ARTICLE XI
INJURY LEAVE**

Section 11.1

Injury Leave, as distinguished from Sick Leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of his/her duties for the Town. Employees of the Town are covered by workers' compensation insurance and are paid stated amounts due to injuries sustained on the job. The Town, in the case of Injury Leave, shall supplement the payment of the insurance company so that the employee will receive full net pay during his/her absence, for a period not to exceed six (6) months beginning after twenty (20) days of absence from work. During the first twenty (20) days of absence an employee may supplement the payment of the insurance company from their sick time so that the employee may receive full net pay during the first twenty (20) days of absence. In the case of injuries causing temporary disability and for absences of three (3) days or less, the Town shall pay the employee's regular salary for such period, since payments are not made under the workers' compensation insurance for such accidents.

Section 11.2

All payments for injury leave shall be subject to the same rules and regulations as workers' compensation insurance and shall not be payable if the accident shall have been due to intoxication (alcohol or illegal drugs) or willful misconduct on the part of the employee. Lost time under injury leave shall not be charged to vacation or sick leave accruals.

**ARTICLE XII
BEREAVEMENT LEAVE**

Section 12.1

An employee shall be granted bereavement leave of up to five (5) days with pay for the death of a spouse, child or parent. An employee shall be granted leave of up to three (3) days with pay when death occurs in the employee's immediate family which is defined here to include: grandparent, sister, brother, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or relative in the employee's household. A leave of one (1) day with pay shall be granted upon the death of an aunt, uncle, niece, or nephew. The Town Manager may increase such leave for good and sufficient

reason. The intent of this leave is to attend services and the affairs of the deceased.

ARTICLE XIII JURY DUTY

Section 13.1

An employee shall be granted a leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his/her regular salary which will, together with the jury pay, equal his/her total salary for the same pay period. The employee shall notify his/her Department Head of the scheduled jury duty in advance.

ARTICLE XIV MATERNITY LEAVE AND LEAVES OF ABSENCE

Section 14.1

- A. A leave of absence for maternity reasons, of up to six (6) months, may be granted, upon approval of the Town Manager, for the period of incapacitation due to pregnancy, for a time after delivery, or to make arrangements for care of the child. Such absence may be treated as sick leave, vacation leave, leave without pay, or a combination of the three. In addition, such leave shall be in accordance with the Family Medical Leave provisions of this Agreement and the Family Medical Leave Act. The maternity leave must be included as part of the Family Medical Leave and may not be taken in addition to the leave provided for by the Family Medical Leave provision of the Agreement and the Family Medical Leave Act.
- B. Upon return from leave for maternity reasons, an employee will be reinstated to his/her own job or its equivalent and shall retain the same status, rights and benefits earned prior to taking such leave, but will not accrue additional rights during the absence, except as required by law.

Section 14.2 – Other Leaves of Absence Without Pay

The Town Manager in his/her sole discretion, upon recommendation of a Department Head, may grant a regular full time or part time employee a leave of absence for a period not to exceed one year, upon written request of the employee, stating reasons for the request. Leave without pay shall be granted only when it will not result in undue prejudice to the interests of the Town.

A. Reinstatement

Upon expiration of a regularly approved leave without pay, the employee shall be reinstated to the position held at the time leave was granted, without loss of prior seniority, status, or benefits. Failure on the part of an employee on leave to report promptly at its expiration, or within reasonable time after notice to return to duty, may be cause for dismissal.

Section 14.3 - Military Leave

An employee entering the regular military service or military reserves will be provided a leave of absence without pay as required by Federal Law.

**ARTICLE XV
FAMILY LEAVE**

Section 15.1

A. Eligible Employees

1. Employees who have worked for the Town for over one year and
2. Are full-time employees or
3. Part-time employees who average at least 20 hours per week/per year.

B. Reasons for Leave

1. Birth of Child
2. Adoption of Child
3. Placement of Foster Child
4. To care for sick children, spouse, parent or self, who have a serious medical condition certified by a physician.

C. Employee Rights

1. Unpaid/paid leave for 12 weeks in any 12-month period taken all at once or taken intermittently as needed (12-month period starts on first day of family leave).
2. Health benefits will be maintained for employee during the 12-week family leave absence. Health benefits will equal what all full-time and part-time employees receive or have to contribute towards.
3. Employees will decrease the amount of unpaid family leave by using all (except 5 days of sick and 5 vacation days, if so desired) sick, vacation, personal, or perfect attendance leave accumulated to date. The use of paid leave will not extend the leave past 12 weeks, unless approved by the Town Manager for special circumstances.
4. Employees will not accrue additional vacation or sick leave during unpaid family leave, unless their leave is less than 30 days.
5. When an employee returns from family leave he/she shall be reinstated to his/her old job or its equivalent and retain the same status, rights and benefits prior to taking such leave. Employees shall not lose seniority as a result of family leave.
6. If an employee does not return to work for reasons other than personal health he/she be required to reimburse the Town for the cost of the health insurance premiums paid while he/she was on family leave.

D. Employee Responsibilities

1. Employees will be required to obtain a physician's certification of the existence of a serious medical condition. Second and third opinions may be sought at the Town's expense. A third opinion shall be by a mutually selected physician and be binding on both parties.
2. Employees generally must give the Town at least thirty (30) days notice of intention to take leave when the precipitating event is foreseeable such as birth, adoption or planned medical treatment. If thirty (30) days is not possible, as much notice in advance should be given as possible. (It is recommended that two months notice be given for the birth of a child).

E. Expiration of Family Leave

1. Employees shall keep the Town Manager's office informed of expected return date, if less than 12 weeks.
2. Failure on the part of an employee on family leave to report promptly on the date of expected return or expiration of 12 weeks may be cause for dismissal.
3. Employees shall advise the Town Manager's office of date of return, two weeks prior to the date of their return. Employees shall advise the Town Manager's office of any status change related to their family leave.

**ARTICLE XVI
ABSENCE WITHOUT LEAVE**

Section 16.1

An absence of an employee from duty, which is an absence for a whole day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement, shall be deemed an absence without leave. Any such absence shall be without pay and the employee may be subject to disciplinary action. Any employee who is absent from work for three (3) consecutive workdays, or on three (3) separate occasions without notifying his/her Department Head or immediate supervisor of the reason for such absence or absences, shall be considered to have resigned from Town service provided any three (3) absences occur within any twelve (12) month period.

**ARTICLE XVII
POSITION CLASSIFICATION AND WAGES**

Section 17.1

Classification and wage rates are attached hereto as Appendix "A". The general wage increases listed below will be reflected in Appendix "A".

Effective as of and retroactive to July 1, 2025, wages for all classifications at all steps shall increase by three percent over wage rates in effect on June 30, 2025.

Also effective and retroactive to July 1, 2025, there shall be added to the wage scale a Step 7 Employees who have been at step 6 for more than one year will advance to step 7 upon the signing of this Agreement. All other employees will advance in steps in accordance with Section 17.3.

The wage rate for Step 7 shall be two percent greater than the wage rate for Step 6 as of July 1, 2025. Thereafter, the wage rate for Step 7 shall increase annually by the annual GWI agreed to by the parties.

Effective July 1, 2026, wages for all classifications at all steps shall increase by three percent over wage rates in effect on June 30, 2026.

Effective July 1, 2027, wages for all classifications at all steps shall increase by three percent over wage rates in effect on June 30, 2027.

Effective July 1, 2028, wages for all classifications at all steps shall increase by three percent over wage rates in effect on June 30, 2028.

Section 17.2

A new employee shall be hired at Step 1 for his/her classification.

Section 17.3

An employee hired prior to July 1, 2003 shall advance one step each July 1st and an employee hired on or after July 1, 2003 shall advance one step in grade on the anniversary date of his/her employment until he/she reaches maximum rate of said job grade.

Section 17.4

An employee who is promoted to a position in a higher classification shall be placed on a step which results in the employee receiving at least five percent (5%) greater than the employee is receiving in his/her previous position or the minimum rate of the new job grade, whichever is greater. A promoted employee shall advance one step in grade upon the anniversary date of his/her promotion. Any employee who transfers to another job in the same classification, shall be placed at his/her same step in grade.

Section 17.5

An employee who is demoted to a position in a lower classification shall continue to receive the pay rate of his/her former position as long as said pay rate is within the wage range of the lower classification. If the employee's current pay rate is higher than the maximum of the lower classification, the employee shall be paid at the maximum rate of the lower classification.

Section 17.6

All employees of the bargaining unit will be paid by direct deposit.

Section 17.7

A Labor-Management Committee shall be formed for the purpose of reviewing and editing job

descriptions, as needed, and for reviewing and maintaining job grade classifications. The committee will be tasked to review job descriptions of any newly created jobs and/or revise job descriptions for current positions. The Committee shall be comprised of two (2) management and two (2) union members. The Human Resources Director shall be the facilitator of the meeting and the Union staff representative may attend committee meetings.

Once the Labor-Management Committee has completed its charge for newly created jobs and placement of a job grade once the new job has been approved, the Human Resource Director will forward to the Union the proposed job description and job grade for the Union's approval. If approved by the Union, the proposed job description will then be forwarded to the Town Council Personnel Committee and then to the Town Council for its action.

Any other reviews of job descriptions and job grades shall be forwarded to the Department Head for review prior to the submission to the Labor Management Committee for consideration of any changes to the job description or any upgrade in job classification. All job description and job changes are subject to the approval of the Town Council Personnel Committee and then to the Town Council for its action.

ARTICLE XVIII UNIFORMS - SAFETY SHOES

Section 18.1

The Town will reimburse employees with the following job classifications: Assistant Building Official, Electrical Inspector, PHVAC Inspector, Fire Inspector, Deputy Fire Marshal, Animal Control Officer and Assistant Animal Control Officer, who have purchased up to two (2) pairs of safety work shoes per fiscal year. The shoe allowance will be one hundred eighty dollars (\$180) for up to two (2) pairs of safety work shoes. Employees hired in the six-month period of January 1 through June 30, will receive up to a maximum of ninety dollars (\$90) for one (1) pair of safety work shoes.

Irrespective of the above provisions, no new employee shall receive any reimbursement for safety work shoes until he/she has successfully completed the required probationary period.

Section 18.2

The Fire Inspector and Deputy Fire Marshal will be provided with the following annual clothing allotments: 5 long sleeve shirts, 5 short sleeve shirts, 5 polo shirts, 5 pants and 1 sweater. In lieu of the sweater the Fire Marshal's office employees will receive 2 sweatshirts.

The Town will also provide start-up clothing consisting of 1 winter jacket, 1 spring jacket, 2 belts and badges, nameplates and patches, where appropriate, including employees who work in the Building Department who work in the field. The winter jacket, spring jacket, belts, badges, nameplates (where appropriate) and patches will be replaced when they wear out or break.

Uniforms for the Animal Control Officer and Assistant Animal Control Officer will be provided to members through the Police Department quartermaster provision system.

Section 18.3

Employees shall wear all issued uniforms, protective gear and safety work shoes as provided by

their departments. Failure to wear safety work shoes shall result in disciplinary action.

Section 18.4

All uniforms, protective gear and foul weather gear shall remain the property of the Town. An employee who terminates employment shall return all such property in his/her possession to the Town. Failure to comply with the provisions of this section shall result in the employee's final pay being withheld until such time as the Department Head certifies that all property has been returned to the Town.

Section 18.5

In the event that uniforms, protective gear and foul weather gear are lost or damaged as a result of negligence on the part of an employee, then the employee shall be responsible for the cost of repair or replacement of the damages or lost item.

**ARTICLE XIX
TRAINING AND EDUCATION**

Section 19.1

The Town shall provide training for employees as it determines is necessary and appropriate during normal working hours, to the extent that it is possible to schedule the training during such hours. All costs for required training shall be paid by the Town.

Section 19.2

Any full-time employee after their probationary period shall be eligible for the educational assistance under the following rules:

- A. Courses taken are applicable to the employee's position or a degree or non-degree program related to an employee's position for which the employee can demonstrate that he/she has enrolled in an accredited program which shall include on-line College accredited degree programs.
- B. An employee must have a course(s) pre-approved by the Department Head and the Town Manager at the start of the semester in order to qualify for reimbursement.
- C. Employees may be reimbursed for actual cost of courses up to \$1,000 per fiscal year for online degree courses and \$1,600 per fiscal year for traditional college course study. Employees will be permitted to carry over balances with any course taken from one fiscal year to another fiscal year beginning with any course approved and taken after July 1, 2003. Upon successful completion of the approved course with a Grade of "C" or better, the employee may seek reimbursement by submitting the appropriate paperwork, as required by the Town, to the Town Manager or his/her designee within thirty (30) days of receipt of the grade. The reimbursement shall be made within thirty (30) days of the Town Manager or his/her designee's approval of payment.

The employee shall be reimbursed for tuition only and not for books and supplies.

The employee shall be an active employee to request reimbursement. Balances owed to an employee after degree or non-degree completion shall be paid until balance is

paid or separation from employment occurs. At the time of separation, any balances existing shall not be paid.

Eligible employees who take online credit courses will be required to sign a statement indicating that they will not use Town computers to take on-line courses during work or non-work periods. Upon completion of on-line courses and at the time of reimbursement, employees will be required to prepare a written statement indicating the relevance of the course taken on-line.

- D. Employees who work at least an average of between 20 and 24 hours per week will be reimbursed at 50% of the rate above. Employees who work at least an average of 25 to 29 hours per week will be reimbursed at 75% of the rate above. Employees who work at least an average of 30 hours or more per week will be considered full time employees for purposes of this provision.

Section 19.3

The Town shall make a good faith effort to post notices of work-related training programs conducted in Connecticut by state or federal agencies or private institutions. Any employee wishing to participate in a work-related training program shall notify his/her Department Head. This provision shall not be construed to require the Town to approve any employee's request.

Section 19.4

Employees in the Tax and Assessor's Offices working toward attaining their State certification shall receive an hourly stipend of \$0.20 per class, not to exceed a total of \$1.00 per hour. Employees in the Town Clerk's Office working toward attaining their State certification shall receive \$0.10 per class, not to exceed a total of \$0.50 per hour. Only those classes listed in Appendix B may be applied toward earning this stipend.

Employees hired prior to the ratification of this Agreement shall continue to receive previously earned stipends. Employees who have begun taking classes toward this stipend under the terms of the MOU signed 6-18-19 shall receive the stipend as described in that document.

ARTICLE XX INSURANCE

Section 20.1

Each employee may elect to participate in the Town of Cheshire group medical and life insurance plans for the individual employee and his/her family in accordance with the terms and conditions of said plan. The Town and the employee shall share the costs of premiums in accordance with the coverage option selected by the employee.

The Town of Cheshire will provide employees the option to select and enroll the employee and eligible family members in one of the following plans:

- a. High Deductible Health Plan

b. Open Access Plan

High Deductible Health Plan

The Town will offer alternate coverage through a High Deductible Health Plan which shall be in lieu of the Open Access Plan offering, below. Such plan shall have the following deductibles and co-insurance:

- \$2000 individual; \$4000 two person or family coverage effective January 1, 2025;
- 0% in network co-insurance;
- 20% co-insurance out-of-network;
- Out of pocket maximums; \$1,500 individual or \$6,000 two person or family coverage; out of network only;
- Prescription coverage managed by Cigna at the prescription co-pays of \$5, \$10 and \$15 after the above deductible is reached.

The Town will contribute into a Health Savings Account (HSA) established by the employee each year \$1,000 for single coverage and \$2,000 for two person or family coverage for each employee selecting the High Deductible Health Plan

Employees selecting the High Deductible Health Plan shall contribute towards the cost of the insurance as follows: 13% of the premium effective January 1, 2025, 15% of the premium effective January 1, 2027; and 16% of the premium effective January 1, 2028.

Open Access Plus

Managed by Cigna with a \$35 per office visit co-payment, emergency room visits subject to a \$100 co-payment (waived if admitted) per visit, inpatient visits subject to a \$500 per visit co-payment; outpatient visits subject to a \$250 per visit co-payment; urgent care visits subject to a \$75 per visit co-payment; specialist visits subject to a \$45 per visit co-payment; with three tier prescription drug coverage with prescription co-pays of \$ 15, \$40 and \$50 effective upon signing of the Agreement with employees required to pay 20% share of the premium effective July 1, 2024. Effective January 1, 2027, employees shall be required to pay 22% of the premium for the OAP plan; Effective January 1, 2028, employees shall be required to pay 23% of the premium for the OAP plan.

For those employees who maintain participation in the wellness incentive program and meet the employee-specific health goals established by the wellness program provider, a healthcare premium rate 2% lower than the applicable premium set forth above in Section 20 of this Agreement will be in effect.

The parties agree that to receive the wellness incentive premium rate reduction that the employee in the twelve months immediately preceding the start of the program year shall complete a personalized health assessment and a personalized biometric screening; and at least one of the following preventive services such as annual physical, annual OB/GYN exam, mammogram, colon cancer screening, cervical cancer screening and prostate cancer screening. Flu shots are recommended but do not count toward the three requirements.

The insurance carrier shall provide to the Town on or about June 1 of each year the names of employees who have qualified for the premium reduction.

Each employee may elect to participate in the Cigna co-pay dental plan with Dental Rider A or an equivalent plan for the individual employee and his/her family.

Section 20.2

The Town shall set up an IRC Section 125 plan for employees to pay for their medical insurance contributions.

Section 20.3

Employees shall be covered for life insurance with an accidental death and dismemberment rider, in an amount equal to their annual salary but not less than \$35,000.

Section 20.4

For all insurance plans, the Town reserves the right to change the plan and the insurance carriers and/or to self-fund the insurance coverages. In the event the Town identifies a substantially equivalent plan, the parties will meet to discuss changing the provider.

Section 20.5

The Town will provide employees with a long-term disability program to include a benefit replacement percentage of 66.67%, with a maximum monthly benefit of \$6,000, a minimum monthly benefit of \$100, an elimination period of 180 days, a benefit duration of Social Security or Normal Retirement age, a pre-existing condition limitation, a self-reported mental nervous limitation of 24 months, and a definition of disability. Eligible employees opting to participate shall pay 100 % of the individual annual premium per payroll deduction.

Section 20.6

Any employee may elect to waive medical insurance coverage through each town-offered plan and in lieu thereof, shall receive a yearly sum of \$1,000 for single coverage or \$2,000 for two person or family coverage for their non-participation in such insurance program. These payments will be paid in arrears in equal portions biannually in January and July of each year. Employees will have the option to reenroll in the Town's medical insurance program during open enrollment or at any time if they experience a life changing event such as losing existing health coverage, losing eligibility for Medicare, turning 26 and losing coverage through a parent's plan, getting married or divorced, having a child or adopting a child or a death in the family or any other qualifying event under law.

**ARTICLE XXI
PENSION**

Section 21.1

An employee shall be eligible for pension benefits in accordance with the provisions of the Town of Cheshire Retirement Plan as contained in the Code of Ordinances of the Town of Cheshire, Section 2-131 through 2-142, which plan will be revised as follows:

A. Employee Contribution

Employees will contribute 1.5% of their W-2 compensation. Effective July 1, 2013, employees will contribute 1.75% of their W-2 compensation. Effective June 30, 2016, employees will contribute 2% of their W-2 compensation.

B. Normal Retirement Date

Normal retirement date will be the first day of the month coinciding with or next following a participant's 65th birthday or, if earlier, the date upon which a participant's age plus his/her completed years of credited service equal eighty (80).

C. Normal Retirement Benefit

The annual normal retirement benefit is 1- 3/4% of final average compensation multiplied by a participant's credit service, not to exceed thirty (30) years.

D. Death Benefits

If a participant dies while employed by the Town after satisfying the plan's vesting requirements, his/her spouse shall receive a monthly benefit for life or until he/she remarries. This monthly benefit will start on the participant's earliest retirement date and will be computed as if the participant had retired on his/her earliest retirement date and had elected a joint and survivor option form of payment. In no event will the spouse receive less than the participant's employee contributions accumulated with interest up to the date benefit payments start.

If a participant dies before satisfying the plan's vesting requirements, with no spouse, or after terminating employment with vested rights, such participant's employee contributions accumulated with interest up to his/her date of death will be paid to his/her beneficiary.

E. Vesting

A participant who terminates employment with five or more years of credited service has a vested right to a percentage of his/her accrued benefit at the time of termination according to the following table:

<u>Completed Years of Credited Service</u>	<u>Vested</u>
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

Such a vested accrued benefit shall be payable at age sixty-five (65).

F. Funding

The Town pays for the cost of the plan which exceeds the employee contributions.

G. If a participant elects a contingent annuitant option for his/her spouse and the spouse predeceases the participant then the pension benefit will revert back to a single life annuity on the first of the month following the death of the spouse.

H. The reduction factor for early retirement will not be greater than three percent (3%) for each year from a participant's fifty-fifth (55th) birthday until he/she attains age sixty-five (65). This does not apply to the provisions of Section 21.B (magic combo).

I. The employee will be able to make contributions through a 414(h)(2) Internal Revenue Code Plan.

Section 21.2

The annual normal retirement benefit for an employee in the Town's alternative plan is 2% of final average compensation multiplied by a participant's credited service not to exceed 25 years. Employees electing to participate in this alternative plan shall contribute 3.5% of their W-2 compensation. Effective July 1, 2013, employees electing to participate in this alternative plan shall contribute 3.75% of their W-2 compensation. Effective June 30, 2016, employees electing to participate in this alternative plan shall contribute 4% of their W-2 compensation. No employee can participate in more than one plan.

Section 21.3

Employees who participate in the Town's 457(b) Deferred Compensation Plan in lieu of participation in the Town's Retirement Plan will receive from the Town an annual contribution of 6% of the participant's base wages to the plan. However, effective July 1, 2022, if the participant contributes at least 1% of their base wages, the Town's contribution will be 7% of the participant's wages. Additionally, effective July 1, 2023, if the participant contributes at least 2% of their base wages, the Town's contribution will be 8%. The participant can also contribute to this plan up to the maximum limits permitted by the Internal Revenue Service Code governing this plan. Participants of the Cheshire Retirement Plan have been and will continue to be allowed to also participate in the Deferred Compensation Plan, but the Town will not make any contribution on their behalf.

Section 21.4

Any member of this bargaining unit who retires (on or after July 1, 2005) under the provisions of the Town of Cheshire Pension Plan with a minimum of twenty (20) years of service shall be entitled to two thousand five hundred dollars (\$2,500) each year, for a maximum period of five (5) years or until the employee is Medicare eligible, whichever occurs first.

If the employee upon retirement is not eligible for Medicare, the Town shall contribute the above stated amount towards the premium for single medical coverage. Medical coverage will be Anthem Blue Cross/Blue Care HMO or equivalent.

Section 21.5

Any employee hired prior to July 1, 2006, will have a onetime service option to closeout

participation in the Town's retirement plan as stated in 21.1 or 21.2 above and to be enrolled in the Town's 457 (b) Deferred Compensation Plan at the percentage contribution in effect at the time of the enrollment. The Town contribution will be 6%.

ARTICLE XXII SAFETY

Section 22.1

The Town will continue the Town Wide Employee Safety Committee. The Union may appoint two (2) members to this Committee.

ARTICLE XXIII CONDUCT OF EMPLOYEES

Section 23.1

General Policy

A Town employee is prohibited from engaging in any conduct which could reflect unfavorably upon Town service. Town employees must avoid any action which might result in or create the impression of using public office for private gain or giving preferential treatment to any person.

Section 23.2

Gifts and Gratuities

A Town employee, either individually or as a member of a group, is prohibited from directly or indirectly soliciting, accepting, or receiving any gift, gratuity, favor, service, loan, entertainment or any other thing of monetary value from any person with whom the employee has had or may reasonably expect to have official relations, or from any person within or outside the Town employment whose interests may be reasonably expected to be affected by the employee's performance or non-performance of official duties. Any such gratuities or gifts which may be tendered shall be returned forthwith to the sender with an expression of thanks and explanation of the Town's policy or give to charity, if appropriate. Employees should also follow the Code of Ordinances Section 10-1, Conflicts of Interest and Standards of Conduct as amended March 9, 1993.

A. Exceptions

The only exception to the policy is acceptance of unsolicited advertising or promotional material which have negligible commercial value, and which are distributed to the general public or other municipal employees without charge.

Section 23.3

An employee may engage in employment outside of his/her Town employment, except that no outside employment shall be in conflict of interest with Town employment. Accordingly, any employee engaging in outside employment shall advise the Town Manager of same within five

(5) working days of the start of outside employment, solely for the purpose of determining whether a conflict of interest with Town employment exists. An employee whose outside employment is determined to be in conflict of interest with Town employment or is determined to be interfering with

the performance of the employee's regular duties in the employment of the Town shall vacate said additional employment or be subject to dismissal.

A. Preference of Town Employment

Any employee who engages in employment outside of his/her regular working hours shall be subject to call to perform his/her regular Town duties first.

Telephone Use

Employees' personal calls on Town telephones shall be held to a minimum and be of short duration. No personal toll calls shall be made on Town telephones except as may be approved in advance by the employee's Department Head. The employee shall reimburse the Town for the cost of any such toll calls.

**ARTICLE XXIV
DISCIPLINARY PROCEDURE**

Section 24.1

Employees shall not be discharged or disciplined without just cause.

Section 24.2

Disciplinary actions shall not be inconsistent with the infraction for which disciplinary action is being applied and shall normally be applied in the following order:

- a) verbal warning;
- b) written warnings;
- c) suspension without pay;
- d) discharge.

It is agreed that the Town has the right to vary the above procedure where an offense is of such nature as to warrant suspension or discharge.

Section 24.3

All discipline must be stated in writing with the reason given and a copy shall be issued to the employee and the Union President within five (5) working days.

**ARTICLE XXV
GRIEVANCE PROCEDURE AND ARBITRATION**

Section 25.1

For the purposes of this Agreement, a grievance shall be defined to mean a dispute between an employee and/or the Union with the Town over the interpretation or application of a specific section of this Agreement. Such grievances must be filed within twenty one (21) calendar days after the occurrence of the event giving rise to it and shall be handled in accordance with the procedure set forth below.

Section 25.2 - Step One

An employee who has a grievance may, in company with the representative of the Union, if he/she so desires, discuss the matter with his/her supervisor. If no satisfactory settlement is reached at this step, the grievance may then be put in writing by the employee, setting forth a specific section of the Agreement involved, and submitted to his/her Department Head within twenty one (21) calendar days from the date of the above meeting.

Section 25.3 - Step Two

If submitted to the Department Head, he/she will answer the grievance in writing within fourteen (14) calendar days after its receipt.

Section 25.4 - Step Three

If unsatisfactory, the grievance may then be submitted within fourteen (14) calendar days after receipt of the Department Head's answer to the Town Manager or designee, who will meet with the Union within twenty one (21) calendar days thereafter. The Town Manager or designee shall have twenty one (21) calendar days after such meeting to answer the grievance in writing and to deliver the response to the Union.

Section 25.5 - Step Four

A grievance may be submitted, at the request of the Union, to arbitration to be heard by an alphabetical rotation of the following arbitrators: Janis Jerman, Michael Ricci, M. Jackson Weber, and Linda Yelmeni in accordance with the labor arbitration rules of the American Arbitration Association ("AAA"). In the event the next arbitrator in the rotation is unavailable, the list shall be exhausted before an arbitrator shall be selected in accordance with AAA rules. The Union's request for arbitration shall be in writing and served upon the Town Manager, it must be filed not later than twenty one (21) calendar days after receipt of the written answer of the Town Manager, as set forth in Section 25.4 above.

The arbitrator shall hear and decide only one grievance at a time. His/her decision shall be final and binding. The arbitrator shall be bound by and must comply with all terms of this Agreement and shall have no power to add to, subtract from, or in any way modify or alter the provisions of this Agreement. With respect to any arbitration case under this Agreement, the fee and expenses of the arbitrator and the AAA, if necessary, shall become 60% by the Town and 40% by the Union.

Section 25.6

Any time limits specified within this article other than the initial filing of a grievance 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.

Section 25.7

Nothing contained in this Article shall preclude the right of the Union to be present at meetings held at any level of the grievance procedure provided that it does not interfere with the rights of employees as defined in Section 7468(2)(d) of the General Statutes.

Section 25.8

At arbitration, the Town shall not deduct from the wages of a maximum number of two Local Union Representatives and the grievant for time spent at the hearing. At steps One, Two, and Three, the Town shall not deduct from the wages of a maximum number of one Local Union Representative and the grievant for time spent at these hearings.

**ARTICLE XXVI
NO LOCKOUT-NO STRIKE**

Section 26.1

The Town expressly agrees that it will not lock out the employees covered by this Agreement during its term.

Section 26.2

The Union and the employees expressly agree that during the life of this Agreement, there will be no strikes, slowdowns, work stoppages, mass absenteeism or other similar forms of interference with the Operation of the Departments.

**ARTICLE XXVII
NON-DISCRIMINATION**

Section 27.1

There shall be no discrimination, coercion or intimidation of any kind against any employee of the Town, applicant for employment with the Town or candidates for promotion for any reason whatsoever, including, but not limited to, marital status, age, sex, sexual preference, race, creed, color, religious belief, national origin, ancestry, union activity or handicap, except in the case of a bona fide occupational qualification or need, either by the Town or by the Union.

**ARTICLE XXVIII
MISCELLANEOUS**

Section 28.1

Employees who are authorized to use their own vehicle to do Town business must do so in accordance with the Town's vehicle safety policy. In the event the Town plans to amend the vehicle safety policy, the Union will be given 60 days' notice of any material change, where possible.

Section 28.2

Employees who use their personal vehicle while conducting authorized Town business shall be reimbursed at the annual rate set by the IRS.

Section 28.3

The Town of Cheshire will provide each employee who schedules and participates in a screening for cancer with an additional four (4) hours of leave time exclusive of other available leave time to obtain a screening test for cancer on a yearly basis.

The four (4) hours allowed shall not be charged to any existing leave time balances and should be recorded on the employee's time sheet as being for the prevention and detection initiative.

Section 28.4

Upon presentation of a membership enrollment and proof of payment at a private health club establishment, the Town of Cheshire will reimburse up to \$350 or the actual cost of the memberships, whichever is less, effective July 1, 2025 per fiscal year towards the cost of participation in health or fitness management activities which shall be broadly defined and include but not be limited to yoga, Pilates, Tai Chi, Barre, martial arts, dancing in any form, and also including but not limited to online programs and programs provided by fitness apps and designed to promote employee wellness for any member of the bargaining unit who has completed at least one (1) full year of service as an employee.

Section 28.5

Union officers or their designees shall be allowed to attend official Union conferences, training sessions and seminars for the purpose of obtaining information which may enable them to better function as officials of the Union. The Union will give forty-eight (48) hours notification of such meetings to the Department Head and Personnel Director.

Union Officers or their designees designated by the Union to attend such functions shall be allowed the necessary time off without loss of pay. Total days off for these functions for Union officers or their designees shall not exceed nine (9) total days in any fiscal year for all Union Officers combined. Only one Union Officer per department will be allowed to attend a function at one time.

Section 28.6

Members of the Union negotiating committee, not exceeding a total of three (3) members, shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the contract when such meetings take place during such members' duty hours. In addition, the Union negotiating committee may meet at least one hour before each bargaining session with the Town with full pay. Furthermore, the Union's Executive Committee may meet three (3) times per fiscal year for no more than two (2) hours each time during work hours without loss of pay.

Section 28.7

Retirement Incentive Program

The following program shall be opened for the Cheshire Town Hall employees bargaining unit on a voluntary basis:

For members of the Union with at least twenty (20) years of Town service:

Employee(s) must be a Town pension participant;

The employee must provide the Town with notice to retire no later than the 15th of February each year of the contract. The Town has honored a July 1, 2021 to July 31, 2021 open period. Subsequent open periods will be February 1st to February 15th of each year of the contract.

The employee must retire by December 31, 2021 under the first open period. Employees must retire by June 30th in subsequent open periods; years in which notice was provided in the month of February.

The employee will receive payment for unused vacation and sick time in accordance with the CBA;

The employee will receive payments in July of each year for four (4) consecutive years representing \$150 times the number of years worked as of the date of retirement.

The Town will maintain life insurance for four (4) consecutive years following retirement through June 30 of the last of the four years following retirement;

The Town will make payment for health insurance for employees and spouse and eligible dependents at time of retirement, less any premium share in effect at the time of retirement, for four (4) years or until the employee reaches 65, whichever date comes first. The benefit in Section 21.4 shall be applied for the purpose of the premium calculation.

The employee will be allowed to exchange vacation balance for an additional service credit of one year at a rate of 25 days per additional year of credit and to exchange sick leave balance at a rate of 75 days per one additional year of credit.

If the employee dies before receiving the "annual \$ 150 times years worked" payment and unused vacation and sick time payment, remaining payments shall be made to his/her spouse or other beneficiaries or if no beneficiaries to the employee's estate. Eligible spouse and beneficiaries will continue to receive health insurance until the date that the employee would have reached age 65 or until four (4) years following the date of retirement, whichever date comes first.

The Retirement Incentive will be limited to three (3) employees for the life of this 2024-2025 Agreement. The first "annual \$150 times years worked" payment for the 2021 ERIP will be deferred to July, 2022.

**ARTICLE XXIX
DURATION AND RENEWAL**

Section 29.1

This Agreement shall be in full force and effect through June 30, 2029, except as otherwise modified herein, when it shall expire; provided that if neither party gives the notice provided for in Section 29.3, this Agreement shall automatically renew itself for additional periods of one (1) year each and all provisions shall remain in effect with the same force as during the original term thereof.

Section 29.2

This Agreement may be altered or modified only by mutual written agreement of the parties.

Section 29.3

If either the Union or the Town desires to meet for the purpose of negotiating changes or modifications in the provisions of the Agreement, they shall give written notice of such desire to the other by certified or registered mail not earlier than January 1, 2029 nor later than February 1, 2029.

Section 29.4

Negotiations upon proposed changes in the terms of this Agreement shall begin no later than thirty (30) days after receipt of the notice specified in Section 29.3 by either party.

FOR THE TOWN OF CHESHIRE

FOR NUTMEG INDEPENDENT LABOR UNION



TOWN MANAGER



PRESIDENT-CHESHIRE TOWN HALL UNION

11/19/25
Date

11/19/25
Date

APPENDIX A
CLASSIFICATION AND WAGE RATES

GRADE	DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
TH2	07/01/24	21.10	22.22	23.34	24.46	25.58	26.75	
Asst Animal Control	07/01/25	21.73	22.89	24.04	25.19	26.35	27.55	28.10
Clerk	07/01/26	22.38	23.57	24.76	25.95	27.14	28.38	28.95
Admin Asst I	07/01/27	23.06	24.28	25.50	26.73	27.95	29.23	29.82
Transportation Driver	07/01/28	23.75	25.01	26.27	27.53	28.79	30.11	30.71
GRADE	DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
TH3	07/01/24	22.95	24.79	26.63	28.47	30.31	32.24	
Assessment Tech	07/01/25	23.64	25.53	27.43	29.32	31.22	33.21	33.87
Asst Town Clerk	07/01/26	24.35	26.30	28.25	30.20	32.16	34.20	34.89
Records Associate	07/01/27	25.08	27.09	29.10	31.11	33.12	35.23	35.93
Revenue Associate	07/01/28	25.83	27.90	29.97	32.04	34.11	36.29	37.01
Admin Asst II								
Head Desk Attendant								
GRADE	DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
TH4	07/01/24	23.75	25.86	27.90	30.05	32.17	34.32	
Admin Asst III	07/01/25	24.46	26.64	28.74	30.95	33.14	35.35	36.06
	07/01/26	25.20	27.43	29.60	31.88	34.13	36.41	37.14
	07/01/27	25.95	28.26	30.49	32.84	35.15	37.50	38.25
	07/01/28	26.73	29.11	31.40	33.82	36.21	38.63	39.40
GRADE	DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
TH5	07/01/24	25.31	27.25	29.20	31.14	33.09	35.12	
Asst to Director	07/01/25	26.07	28.07	30.08	32.07	34.08	36.17	36.90
Accts Payable Coord	07/01/26	26.85	28.91	30.98	33.04	35.11	37.26	38.00
Asst to Chief	07/01/27	27.66	29.78	31.91	34.03	36.16	38.38	39.14
	07/01/28	28.49	30.67	32.86	35.05	37.24	39.53	40.32
GRADE	DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
TH6	07/01/24	24.81	26.69	28.58	30.45	32.36	34.26	
Animal Control Officer	07/01/25	25.55	27.49	29.44	31.36	33.33	35.29	35.99
	07/01/26	26.32	28.32	30.32	32.30	34.33	36.35	37.07
	07/01/27	27.11	29.16	31.23	33.27	35.36	37.44	38.19
	07/01/28	27.92	30.04	32.17	34.27	36.42	38.56	39.33

GRADE	DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
TH7	07/01/24	27.27	28.90	30.53	32.17	33.80	35.54	
Deputy Town Clerk	07/01/25	28.09	29.77	31.45	33.14	34.81	36.61	37.34
Land Use Specialist	07/01/26	28.93	30.66	32.39	34.13	35.86	37.70	38.46
Admin Assessment Tech	07/01/27	29.80	31.58	33.36	35.15	36.93	38.84	39.61
	07/01/28	30.69	32.53	34.36	36.21	38.04	40.00	40.80
GRADE	DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
TH8	07/01/24	31.98	33.15	34.32	35.50	36.70	37.99	
Electrical Inspector	07/01/25	32.94	34.14	35.35	36.57	37.80	39.13	39.91
Fire Inspector	07/01/26	33.93	35.17	36.41	37.66	38.94	40.30	41.11
Plumbing Inspector	07/01/27	34.95	36.22	37.50	38.79	40.10	41.51	42.34
Payroll/Benefits Admin	07/01/28	35.99	37.31	38.63	39.96	41.31	42.76	43.61
Program Supervisor								
Admin Assess Tech								
GRADE	DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
TH9	07/01/24	35.90	37.32	38.75	40.17	41.61	43.10	
Asst Assessor	07/01/25	36.98	38.44	39.91	41.38	42.86	44.39	45.28
Asst Collector	07/01/26	38.09	39.59	41.11	42.62	44.14	45.72	46.64
	07/01/27	39.23	40.78	42.34	43.89	45.47	47.10	48.04
	07/01/28	40.41	42.00	43.61	45.21	46.83	48.51	49.48
GRADE	DATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
TH10	07/01/24	38.65	40.52	42.38	44.24	45.98	48.06	
Asst Building Official	07/01/25	39.81	41.74	43.65	45.57	47.36	49.50	50.49
Deputy Fire Marshal	07/01/26	41.00	42.99	44.96	46.93	48.78	50.99	52.01
	07/01/27	42.23	44.28	46.31	48.34	50.24	52.52	53.57
	07/01/28	43.50	45.61	47.70	49.79	51.75	54.09	55.17

APPENDIX B

MEMORANDUM OF UNDERSTANDING

This is made and entered into between the Town of Cheshire ("Town") and AFSCME Council 4, Local 1303-374 ("Union").

Whereas, Section 17.8 of the contract between the "Town" and "Union" provides for a Labor-Management Committee to review and edit job descriptions and maintain job classifications; and

Whereas, the "Town" has presented a job description for Administrative Assessment Technician (TH-8); and

Whereas, the above job description has been reviewed by the Labor-Management Committee; and

Whereas, the Town has communicated to the Union its intent to post and fill the new Administrative Assessment Technician (TH-8) position; and

Whereas, there is an existing bargaining unit position of Assistant Assessor (TH-9);

Therefore, the parties agree that when an Administrative Assessment Technician (TH-8) attains accreditation as an Assistant Assessor (TH-9) that the position holder be elevated to the position at a rate in accordance with Section 5.6 of the contract between the "Town and "Union" if the position holder elects to do so with the understanding that there can be only be one Assistant Assessor; and

The parties hereby further agree that this is subject to approval of the Cheshire Town Council funding the above Administrative Assessment Technician (TH-8) for FY23.

The terms and the terms conditions herein are subject to be negotiated in the successor agreement to the current contract between the "Town" and the "Union".

The terms of this Memorandum of Understanding shall not set precedent.

FOR THE TOWN OF CHESHIRE



Sean M. Kimball
Town Manager

DATE: 4/25/2022

FOR LOCAL 1303-374



Kirsten Augliera
President

DATE: 4/26/2022

APPENDIX C

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("MOA") is between the Town of Cheshire, ("Town") and AFSCME Council 4, Local 1303-374 ("Union"). The Town and Union agree to the following:

1. The Town has a vacant Records Associate position in the Records Division of the Cheshire Police Department. The hours for this position were reduced from thirty-five (35) hours per week to twenty (20) hours per week.
2. The Union agrees to the reduction in hours to twenty (20) hours per week for the vacant Records Associate position and the Town agrees to keep this position in the bargaining unit in accordance with the terms of the collective bargaining agreement.
3. The Town agrees to allow all Records Associates to work overtime or straight time in order to keep up with the office workload if it is deemed necessary by the Town.
4. The Town agrees that the reduction in hours for the vacant Records Associate position shall not impede the granting of vacation or personal time off for employees in the Records Division.
5. The Town and the Union agree that the vacant Records Associate position was offered to bargaining unit members prior to posting to the public and no bargaining unit members applied.
6. Once the Town fills all vacant positions in the Records Division and enough time passes to measure impacts of the reduction to the Division's hours (if any), the parties expressly agree to negotiate such impacts (if any) related to hours and working conditions.
7. The Union covenants and agrees that the resolution of this matter shall not be presented as evidence of practice or precedent in future cases.
8. The Town and Union agree that neither this MOA nor the furnishing of the consideration for this MOA shall be deemed or construed at any time for any purpose as an admission by either party of any liability or unlawful conduct of any kind. The Town and Union understand and agree that the consideration provided in this MOA is solely for the purpose of avoiding the costs and uncertainties of arbitration and litigation.

Dated this 8th day of August 2023.



Kim Wantroba
AFSCME Council 4, Local 1303-374



Sean Kimball
Town of Cheshire

APPENDIX D

MEMORANDUM OF UNDERSTANDING

This agreement is made and entered into between the Town of Cheshire (hereinafter "Town") and AFSCME Council 4, Local 1303-374 (hereinafter "Union") (collectively the "Parties").

Whereas the Building Department in the Town of Cheshire includes an Administrative Assistant II position classified said position as a Grade TH3; and

Whereas the Town's Building Official has represented that the daily functions of the Administrative Assistant II position include the performance of duties of the Administrative Assistant III position TH4 and is requesting to revise the job description and reclassify the position;

Therefore, in accordance with Section 17.8 of the collective bargaining agreement, the Parties agree that the Administrative Assistant II job description for the Building Department should be revised to change the position title to "Administrative Assistant III" and reclassified as TH4; and

The Parties hereby further agree that the aforesaid revisions are subject to the approval of the Cheshire Town Council for the required funding for this reclassification. If approved by the Cheshire Town Council, the revisions to the job description and reclassification will become effective in the next pay period following the approval. The incumbent in this position will be placed in a step in TH4 that is equal to at least five (5%) greater than the employee's current rate or the minimum of the new job grade, whichever is greater.

This Memorandum of Understanding shall not be used as precedent in any pending or future disputes, matters or negotiations between the Parties.

Dated this 6 day of May 2024.

For the Town of Cheshire:


Sean Kimball, Town Manager

For the Union:


Kim Wantroba, President
AFSCME 1303-374

APPENDIX E

MEMORANDUM OF UNDERSTANDING

This agreement is made and entered into between the Town of Cheshire (hereinafter "Town") and AFSCME Council 4, Local 1303-374 (hereinafter "Union") (collectively the "Parties").

Whereas the Town created the position of General Services Admin I in May of 2022 and classified said position as a Grade TH2; and

Whereas the Town has determined that the daily functions of the General Services Admin I position include performing duties of positions in higher grade classifications on a short-term, as needed basis;

Therefore, in accordance with Section 17.8 of the collective bargaining agreement, the Parties agree that the General Services Admin I job description should be revised to change the Position Title to "General Services Administrative Assistant II" and reclassified as TH3; and

The Parties hereby further agree that the aforesaid revisions are subject to the approval of the Cheshire Town Council for the required funding for this reclassification. If approved by the Cheshire Town Council, the revisions to the job description and reclassification will become effective in the next pay period following the approval. The incumbent in this position will be placed in a step in TH3 that is equal to at least five (5%) greater than the employee's current rate or the minimum of the new job grade, whichever is greater.

This Memorandum of Understanding shall not be used as precedent in any pending or future disputes, matters or negotiations between the Parties.

Dated this 26 day of January 2024.

For the Town of Cheshire:



Sean Kimball, Town Manager

For the Union:



Kim Wantroba, President
AFSCME 1303-374

APPENDIX F

Memorandum of Understanding
Between
Town of Cheshire
and
AFSCME Local 1303-374, AFL-CIO

Whereas the Town of Cheshire (the "Town") and Local 1303-374 of Council 4, AFSCME, AFL-CIO (the "Union"), are parties to a collective bargaining agreement ("CBA") effective July 1, 2020 through June 30th, 2024;

Whereas, at the conclusion of negotiations regarding the current CBA, bargaining unit members were given a one-time opportunity to enroll in the Long Term Disability Plan offered by The Hartford;

Whereas, bargaining unit members have recently expressed interest in enrolling in the Long Term Disability Plan offered by The Hartford;

Whereas, the parties would like to ensure that no bargaining unit member is unable to enjoy this newly-negotiated benefit;

Therefore, the Town and the Union agree as follows:

- 1) The Town will allow for enrollment in the Long Term Disability Plan offered by The Hartford from January 1, 2023 through January 15, 2023.
- 2) The Town will email all bargaining unit members regarding the above enrollment period, and make information on the plan available should members have questions.
- 3) The parties agree that this will be the only enrollment period for this Long Term Disability Plan for the term of this CBA, unless the parties mutually agree to schedule another.
- 4) The parties expressly agree that either party may raise the issue of open enrollment for the Long Term Disability Plan in upcoming contract negotiations for a successor to the collective bargaining agreement expiring June 30, 2024.
- 5) Nothing in this MOU shall establish past practice or a precedent of any kind.



Sean Kimball
Town of Cheshire



Kim Wantroba
AFSCME Local 1303-374

Emily Demicco
AFSCME Council 4

APPENDIX G

MEMORANDUM OF AGREEMENT

The Town of Cheshire (hereinafter, the "Town") and the Local 1303-374 of Council 4 AFSCME, AFL-CIO (hereinafter "Town Hall Union"), agree to the following:

1. The parties are signatories to a collective bargaining agreement for the period from July 1, 2020 through June 30, 2024.
2. The position of Executive Assistant to the Chief of Police (hereinafter, "Executive Assistant") is a bargaining unit position represented by the Union.
3. Effective January 1, 2023, in accordance with Senate Bill No. 135, the Cheshire Police Department is required to meet minimum standards and practices through three (3) state accreditations tiers.
4. The parties agree that effective upon the execution of this Memorandum of Agreement, the individual who assumes the position of Executive Assistant to the Chief of Police will assume the administrative responsibility of managing the new accreditation process as the Accreditation Manager.
5. The parties agree to the following regarding the responsibilities and compensation for managing the Cheshire Police Department accreditation process:
 - On years where accreditation re-certification is due, the accreditation manager will ensure compliance with on-site inspection and all standards are met to ensure re-accreditation is granted.
 - On non-recertification years, the accreditation manager will ensure all standards are maintained through the collection of proofs and submission of example policies.
 - The accreditation manager will alert the Chief of Police or his designee if standards are not compliant with current policies and will make suggestions to ensure compliance.
 - The work for this program will be done in addition to the previously assigned responsibilities in this employee's job description.
 - Hours worked in excess of 35 hours per week, but less than 40 hours per week are not eligible for overtime. It is agreed that the Executive Assistant to the Chief of Police shall not work more than 40 hours in any week without prior written approval from the Chief of Police.
 - The stipend for this position shall be \$15,000 annually paid in equal monthly installments in the last payroll of each month
6. The parties agree that stipend set forth in paragraph 5 above shall not be eligible compensation under the Defined Contribution Plan. In addition, vacation and sick leave shall be accrued on 35 hours per week regardless of the number of hours worked each week.
7. The parties agree that in the event that (i) the Town decides to create and fill the position of Accreditation Manager, (ii) the employee in the position of Executive Assistant to the Chief of Police separates from employment; or (iii) the employee in the position of Executive Assistant to the Chief of Police no longer acts in the capacity of Accreditation Manager as set forth herein, the stipend set forth in paragraph 5 herein shall cease and the Town will

have no obligation to pay the remaining portion of the stipend.

8. This Memorandum of Agreement and the terms contained herein shall neither establish a past practice nor a precedent.

Sean Kimball, Town Manager

Kim Wantroba, President Local 1303-374



Date: 5/16/2024



Date: 05/15/2024

APPENDIX H

MEMORANDUM OF UNDERSTANDING

This agreement is made and entered into between the Town of Cheshire (hereinafter "Town") and AFSCME Council 4, Local 1303-374 (hereinafter "Union") (collectively the "Parties"). The Parties agree as follows:

1. The parties are signatories to a collective bargaining agreement for the period from July 1, 2020 through June 30, 2024.
2. The purpose of this MOU is to outline the terms and conditions under which the Town may contract out a certain portion of a bargaining unit's job duties to an outside vendor (hereinafter "Vendor")
3. The position of Accounting Associate in the Town's Finance Department is a bargaining unit position represented by the Union.
4. The Accounting Associate currently performs special duty billing for police extra duty jobs as part of the duties of that position. This work comprises approximately 20% of the duties of the Accounting Associate.
5. The Town has determined that it would be beneficial to subcontract the scheduling and billing of police extra duty to Vendor going forward.
6. As a result, the Accounting Associate position would no longer be responsible for special duty billing for police extra duty jobs.
7. The Town agrees to take all reasonable measures to minimize any adverse impact on the Accounting Associate position. The Town will provide reassignment duties and training for other duties that are part of the Accounting Associate's job description. The Union agrees to allow the Town to subcontract special duty billing for police extra duty jobs to Vendor on the condition that the Town not make any changes to the working conditions of the Accounting Associate position, including any reduction in hours or elimination of the position, due solely to the Town's decision to contract the scheduling and billing for police extra duty jobs to Vendor.
8. The Parties also agree that while the special duty billing for police extra duty work is subcontracted to Vendor, the Accounting Associate position will not be responsible for said work. However, the Parties agree that this work will remain in the job description of the Accounting Associate in the event that the Town discontinues use of Vendor for this purpose.

This Memorandum of Understanding shall not be used as precedent in any pending or future disputes, matters or negotiations between the Parties.

Dated this 6 day of June 2024.

For the Town of Cheshire:



Sean Kimball, Town Manager

For the Union:



Kim Wantroba, President
AFSCME 1303-374

