

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF COLUMBIA

and

**MUNICIPAL EMPLOYEES UNION
INDEPENDENT (MEUI)
LOCAL 506, SEIU, AFL-CIO, CLC**

**REPRESENTING
NON-SUPERVISORY EMPLOYEES**

July 1, 2016 - June 30, 2017

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PREAMBLE

This Agreement is made and entered into effective the 1st day of July, 2016 by and between the Town of Columbia (hereinafter referred to as the "Town") and the Municipal Employees Union Independent, Local 506, SEIU (hereinafter referred to as the "Union").

ARTICLE 1 **RECOGNITION**

Section 1.

The Town herein recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining on matters of wages, hours of work and other terms and conditions of employment as stated in the Municipal Employees Relations Act for the unit consisting of the following: non-supervisory employees, whose job titles/job classifications were placed within the non-supervisory unit by the Connecticut State Board of Labor under Case Number ME-28015 (as amended): Accountant/Payroll Specialist, Accounting Assistant, Administrative Assistant, Assistant Assessor, Assistant Tax Collector and Assistant Town Clerk.

Section 2.

Whenever the word "Town" is used in the Agreement, it shall mean the Town of Columbia. Likewise, when the word "Union" is used it shall mean the Municipal Employees Union Independent. When the word "employee" is used it shall mean an employee in the bargaining unit.

ARTICLE 2 **NON DISCRIMINATION**

Section 1.

The parties agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, physical or mental disability, sexual orientation or military service.

Section 2.

The Town shall not discriminate against an employee on the basis of membership or non-membership or lawful activity on behalf of the bargaining unit.

Section 3.

No employee shall be coerced or intimidated or suffer any reprisal, either directly or indirectly, as a result of the exercise of his/her rights under this Agreement.

ARTICLE 3
UNION SECURITY AND RIGHTS

Section 1.

The Town shall deal exclusively with the Union-designated representative in the processing of grievances or any other aspect of the contract administration.

Section 2.

During the term of this contract or extension thereof, all employees in the collective bargaining unit shall, from the effective date of the contract or within seven (7) days from the date of their employment by the Town, as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fees shall not exceed the minimum applicable dues paid to the Union.

Section 3.

The Town agrees to deduct from the pay of the bargaining unit members such membership dues, initiation fees, service fees, or reinstatement of service fees as may be fixed by the Union. Such deductions shall begin immediately upon the date of their employment with the Town and continue for the duration of the Agreement or any extension thereof. The Town agrees to process voluntary payroll deductions for the Union's Political Action Fund. The Union agrees to indemnify and save the Town harmless against any and all claims, damages, suits or other forms of liability that shall arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Section.

Section 4.

The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in rates of fees and dues.

Section 5.

The deduction of Union fees and dues or service fees for any month shall be made each payroll period during the applicable month and shall be remitted to the Financial Officer of the Union on the Union provided remittance form. The monthly dues and/or service fee remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made including new hires, employees on Workers' Compensation or leaves of absence. The Union agrees to indemnify and to hold and save the Town harmless against any and all claims, damages, and suits that shall or may arise out of or by reason of any action taken by the Town for the purpose of complying with the provisions of this Article.

Section 6.

No dues or fees will be deducted from an employee who is on leave of absence or workers' compensation and has exhausted accumulated sick leave.

Section 7.

- a) A Union-designated Steward and a grievant shall be granted leave from duty without loss of pay or benefits for all grievance meetings between the Town and the Union, arbitration hearings and hearings before the State Board of Labor Relations when such meetings take place at a time during which the Union-designated Steward and grievant are scheduled to be on duty.
- b) A Union-designated Steward shall after giving reasonable notice to the Town have reasonable access to the work site without loss of pay or benefits for the purpose of conferring with the employer or employees, and for the purpose of administering this Agreement.
- c) Where the Union Staff Representative finds it necessary to enter the work site, he/she shall not unduly interfere with the operation of Town business.

Section 8.

The Town shall provide each member of the bargaining unit a copy of this contract within ten (10) days of its signing. Likewise the Town agrees to provide a copy of the contract and the name of the Union designated Steward and Union Staff Representative to all new bargaining unit members within one (1) week of their date of initial hire.

Section 9.

The Town will provide the Union with two (2) signed contracts after the signing of the Agreement.

Section 10.

The Town shall provide a bulletin board in a Town building for the exclusive use of the Union.

ARTICLE 4
PRIOR RIGHTS AND BENEFITS

Section 1.

This Agreement sets forth the wages, hours, and working conditions of employees in the bargaining unit, provided that employees shall continue to enjoy any past benefits universally applied to them prior to this contract, which benefits were not reduced to writing.

ARTICLE 5
BARGAINING UNIT WORK

Section 1.

Subcontractors and floaters will not be used to eliminate the standard work force or eliminate the hours that bargaining unit members are scheduled to work.

ARTICLE 6
MANAGEMENT RIGHTS

Section 1.

There are no provisions in the Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to this time unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Town's rights, powers and authority include but are not limited to, the right to manage its operation, direct, select, decrease and increase the workforce, including hiring, promotion, demotion, reduction of hours, transfer, suspension, discipline or discharge for just cause, or layoff; the right to make all plans and decisions on all matters involving its operations, the extent to which facilities of any department thereof shall be operated, additions thereto, replacements, curtailments, or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, improved methods and facilities and to change existing methods and facilities; to prohibit the use of technology such as: computers, telephones, cell phones and other electronic communication devices in the workplace; to maintain discipline and efficiency of employees, to prescribe rules to that effect; to establish and change performance standards and quality standards, determine the qualifications of employees, regulate quality and quantity of performance and to administer the Town's business efficiently.

ARTICLE 7
PROBATIONARY PERIOD

Section 1.

No employee shall attain seniority rights under this Agreement until he/she has been continuously on the payroll of the Town for a period of one hundred and eighty (180) days from the date of hire. During such period, the employee shall be on probation and may be disciplined or discharged by the Town for any reason whatsoever. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration procedures of this Agreement. Upon completion of an employee's probation period, his/her seniority shall date back to the date of his/her original date of employment with the Town.

Section 2.

A new employee will accrue sick leave and vacation time upon hire, and shall be allowed to use such time.

Section 3.

An employee shall be eligible for three (3) paid personal leave days upon completion of his/her probationary period in accordance with Article 15, Section 1.

Section 4.

New employees shall qualify for holiday pay upon hire.

Section 5.

Insurance coverage for new employees shall commence the first day of the month after completion of a full thirty (30) days. An application of insurance will be provided to each eligible new employee and completed on date of hire.

ARTICLE 8
SENIORITY

Section 1.

Seniority shall be defined as continuous service with the Town commencing on the date they became eligible for benefits, including all authorized paid or unpaid leaves providing the employee returns to work immediately at the conclusion of such leaves.

The Town shall prepare a list of all employees covered by this Agreement showing their seniority by length of service and deliver the same to the Union-designated Steward upon request.

Section 2.

Seniority shall be lost by discharge for cause, resignation, retirement, layoff or unpaid leave of absence for more than one year, failure to give notice of intent to return to work after recall notice of ten (10) working days, or absent without notification for two consecutive working days.

ARTICLE 9
VACANCIES

Section 1.

Job vacancy is defined as an opening created by death, retirement, resignation, dismissal, transfer or creation of new positions.

Section 2.

Prior to filling any vacant bargaining unit position, the employer shall first send notice of any such vacancy to the Union-designated Steward via work email. Such notice shall be posted by the Union Steward on the designated Union bulletin boards. Such notice shall be posted for not less than ten (10) calendar days, and the position shall not be filled prior to the expiration of the posting period.

Section 3.

Provided that no employee has recall rights to a vacant position, the Town shall have the right to consider applicants from within and outside the bargaining unit.

Section 4.

When an employee is requested by the Town to fill a temporary vacancy or a new position and the employee is not offered that vacancy or new position he/she shall return to his/her former position.

Section 5.

During the period the employee is temporarily retained in a vacancy or new position which has a higher maximum rate of pay, he/she shall temporarily be paid at minimum 2% above his/her current wage rate but no more than the maximum of the range of the higher classification.

ARTICLE 10
HOURS OF WORK, WORK SCHEDULES, OVERTIME

Section 1.

Normal Workweek/Workday.

Subject to the operating needs of the Town, the Accountant/Payroll Specialist will generally work thirty-six (36) hours per week Monday through Friday.

The Accounting Assistant will generally work twenty-one (21) hours per week Monday through Wednesday.

The Administrative Assistant will generally work no less than forty (40) hours per week Monday through Friday.

The Assistant Assessor and Assistant Tax Collector (except as set forth below) will generally work no less than twenty (20) hours per week Monday through Friday.

The Assistant Town Clerk will generally work an average of thirty (30) hours per week in each contract year.

Subject to the operating needs of the Town, the normal workday for each position shall generally be as follows:

Accountant/Payroll Specialist:

Monday through Thursday 8:00 a.m. - 4:00 p.m., Friday 8:00 a.m. - 12:00 p.m. with lunch as time permits.

Accounting Assistant:

Monday through Wednesday 8:00 a.m. - 3:00 p.m., with lunch as time permits.

Administrative Assistant:

Monday through Wednesday 7:30 a.m. - 4:00 p.m., Thursday 8:00 a.m. - 6:00 p.m., Friday 7:30 a.m. - 12:00 p.m. with lunch as time permits.

Assistant Assessor:

Monday through Wednesday 8:00 a.m. - 1:00 p.m. and Thursday 1:00 p.m. - 6:00 p.m. with lunch as time permits.

Assistant Tax Collector:

Monday through Wednesday 9:00 a.m. - 2:00 p.m. and Thursday 1:00 p.m. - 6:00 p.m. with lunch as time permits.

Such work hours may be adjusted during the tax collection periods (January and July).

Assistant Town Clerk:

Tuesday and Wednesday 8:00 a.m. - 4:00 p.m., Thursday 10:00 a.m. - 6:00 p.m. and Friday 8:00 a.m. - 12:00 p.m. (and two (2) additional hours per workweek scheduled in agreement with the Department Head) with lunch as time permits.

It is mutually understood and agreed that the normal workweek/workday for any employee will vary from time to time subject to the requirements of the job and the operating needs of the Town as directed by the Town Administrator or his/her designee. The Town Administrator or his/her designee will meet with employees at least four (4) weeks in advance to discuss any change in the employee's work schedule which may last for more than a two (2) week period. The Town agrees to notify the Union Staff Representative and to negotiate over the impact of any permanent schedule change.

Section 2.

Overtime Pay.

Overtime shall be paid to any non-exempt employee who works in excess of forty (40) hours in any given week. Overtime payment shall be paid at a rate of one and one-half (1½) times the employee's regular hourly rate of pay. Overtime is permitted only on those occasions when the needs of the Town require it and only when approved by the supervisor.

Bargaining unit employees shall be paid for their entire scheduled work day if the Town closes operations for the entire work day. In the event the Town closes its operations for a portion of the work day, then bargaining unit employees shall be paid only for those hours that the employee was scheduled to work but was unable to work due to operational closure.

ARTICLE 11
LAYOFF AND RECALL

Section 1.

When the Town determines that a reduction in the work force is necessary, the Town shall notify the Union Staff Representative and shall meet to discuss possible alternative proposals (1) to avoid layoffs or (2) to mitigate the impact on the employee(s).

Section 2.

When it becomes necessary for the Town to reduce the work force the Town shall give not less than four (4) weeks written notice to the affected employees.

Section 3.

If there is a recall to work the Town shall recall the laid off employees within the job title.

Section 4.

Recall rights shall expire twelve (12) months after an employee is laid off. Additionally, if an employee declines a recall opportunity, or fails to respond to a recall opportunity within fifteen (15) days of mailing (certified or registered mail, return receipt requested) of the notice of the recall opportunity by the Town, the employee shall forfeit all recall rights.

Section 5.

Recalled employees shall return to the same seniority status that they held on the date of layoff.

ARTICLE 12
SICK LEAVE

Section 1.

Permanent employees who are regularly scheduled to work an annual average of twenty (20) hours or more per week shall receive sick leave according to length of service as of their anniversary date, based on the new year's accrual. Sick leave will be as follows:

Up to one (1) year:	5 days
1 year - 4 years:	10 days
5 years - 9 years:	14 days
10 years - 14 years:	18 days
15 years or more:	22 days

Section 2.

Sick leave pay shall be granted to employees and shall be at the employee's base rate of pay:

- a) When incapacitated from performing work due to non-work related illness or non-work related injury;
- b) For medical, dental, eye examinations or treatment for which arrangement cannot be made outside of working hours;
- c) In the event of an emergency due to a serious illness or injury to a member of the immediate family;
- d) Sick leave may be used in no less than one-quarter ($\frac{1}{4}$) hour increments;
- e) Employees shall report news of their sickness as soon as possible but not later than one-half ($\frac{1}{2}$) hour prior to the start of their tour of duty, except where sufficiently limiting circumstances exist.

For purposes of Article 12, Section 2. c., "immediate family" shall be defined as the employee's spouse child, parent, grandparent, sibling, mother or father in-law, grandchild, brother or sister in-law, aunt, uncle, niece or nephew of the employee or of his/her spouse or any other person who is living in the employee's household.

Section 3.

If an employee is sick while on vacation leave, the time shall be charged against sick leave if supported by a medical certificate. A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave.

Section 4.

An employee who has been laid off from Town service and who is re-employed within twelve (12) months from the effective date of his/her layoff shall retain sick leave accrued to his/her credit as of the effective date of his/her layoff, provided that the employee had not been paid out for any sick leave upon his/her lay off.

Section 5.

Sick leave shall be granted on a prorated basis according to the regularly scheduled work week of the employee and shall follow the schedule outlined in Article 12, Section 1.

One (1) day of sick leave equals the number of hours that an employee is scheduled to work per week, divided by the number of days worked per week.

For example: if an employee is regularly scheduled to work twenty-eight (28) hours per week, five (5) days per week, five (5) days of sick leave equals twenty-eight (28) hours or 5.6 hours per sick day. The total amount of sick time earned for the year will be rounded up to the nearest fifteen (15) minute increment. For example 28.4 hours of leave shall be rounded up to 28.5 hours of leave.

If an employee is regularly scheduled to work twenty-eight (28) hours per week, four (4) days per week, four (4) days of sick leave equals twenty-eight (28) hours or 7 hours per sick day. This proration concept applies to the number of days earned per year as defined in Section 1 above. For example, an employee working four (4) days per week is entitled to eight (8) days of paid sick leave during the period of one (1) year to four (4) years.

Section 6.

The amount of sick leave charged for use shall equal the amount of hours that an employee was regularly scheduled to work on a particular date, but did not work because the employee was absent due to a qualified event. An employee shall receive no more or less compensation for the hours scheduled to work on a given day unless the total number of hours have been exhausted or an employee does not have the total number of hours remaining to cover the scheduled hours for that particular date to receive full compensation. For example: if an employee is scheduled to work eight (8) hours on a particular date and has four (4) hours of sick leave remaining, the employee shall be paid four (4) hours of sick leave.

Section 7.

Sick leave may be accumulated to a maximum of ninety (90) days for employees who are regularly scheduled to work full-time at thirty-five (35) hours per week or more, and forty-five (45) days for employees who are regularly scheduled to work part-time between twenty (20) hours and thirty-four (34) hours per week. Exceptions to the accumulation rules pertain only to select long-time employees listed in Attachment A. Said exceptions are applicable for qualified

absences from work. Said exceptions are not applicable with respect to qualified payouts of unused sick time at the time of an employee's voluntary departure from service with the Town.

Section 8.

Employees eligible to receive sick leave and who voluntarily leave employment with the Town shall be compensated for unused sick time pursuant to the following schedule:

- **5 years to 9 years of service** – one-quarter ($\frac{1}{4}$) of unused sick days. Maximum payout of 11.25 days for employees regularly scheduled to work between twenty (20) hours and thirty-four (34) hours per week. Maximum payout of twenty-two and one-half (22.5) days for employees regularly scheduled to work thirty-five (35) hours or more per week.
- **10 years of service or more** – one-half ($\frac{1}{2}$) of unused sick days. Maximum payout of 22.5 days for employees regularly scheduled to work between twenty (20) hours and thirty-four (34) hours per week. Maximum payout forty-five (45) days for employees regularly scheduled to work thirty-five (35) hours or more per week.

Section 9.

The Town shall provide leave to eligible employees in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA).

ARTICLE 13 **FUNERAL LEAVE**

Section 1.

In the event of a death in the immediate family of an employee, three (3) paid days per occurrence shall be granted. The term "immediate family" shall include the employee's spouse, child, parent, grandparent, sibling, mother or father in-law, grandchild, brother or sister in-law, aunt, uncle, niece or nephew of the employee or of his/her spouse or any other person who is living in the employee's household. An employee shall receive no more or less compensation for the hours scheduled to work on a given day.

ARTICLE 14 **VACATION LEAVE**

Section 1.

All permanent employees who work an average of twenty (20) hours per week shall receive their vacation time on their anniversary date of each year. Employees will receive vacation days based on the coming year's accruals as follows:

Length of Continuous Uninterrupted Service

Earned Vacation Leave

6 months - 1 year
1 year - 5 years
6 years - 15 years
16 years or more

5 days
10 days
15 days
20 days

Section 2.

One (1) day of vacation leave equals the number of hours that an employee is scheduled to work per week, divided by the number of days worked per week. For example: if an employee is regularly scheduled to work twenty-eight (28) hours per week, five (5) days per week, five (5) days of vacation leave equals twenty-eight (28) hours or 5.6 hours per vacation day. The total amount of vacation time earned for the year will be rounded up to the nearest fifteen (15) minute increment. For example 28.4 hours of leave shall be rounded up to 28.5 hours of leave. If an employee is regularly scheduled to work twenty-eight (28) hours per week, four (4) days per week, four (4) days of vacation leave equals twenty-eight (28) hours or seven (7) hours per vacation day. This proration concept applies to the number of days that shall be granted per year as defined in Section 1 above. For example, an employee working four (4) days per week is entitled to 8 days of paid vacation leave during the period of one (1) year to five (5) years. An employee shall receive no more or less compensation for the hours scheduled to work on a given day unless the total number of hours have been exhausted or an employee does not have the total number of hours remaining to cover the scheduled hours for that particular date to receive full compensation. For example: if an employee is scheduled to work eight (8) hours on a particular date and has four (4) hours of vacation leave remaining, the employee shall be paid four (4) hours of vacation leave.

Section 3.

Employees will be allowed to carry over one (1) week of accrued but unused vacation days beyond the anniversary date. Should an employee not be able to take all their vacation time he/she will request in writing to the Town Administrator permission to carry over additional vacation time, which will not be unreasonably denied.

Section 4.

- a) Requests for vacation in weekly increments shall be submitted in writing at least ten (10) business days in advance for approval to the immediate supervisor or his/her designee and signed off by the Town Administrator.
- b) Normally, individual vacation days will be requested with ten (10) days' notice. In case of emergency or unusual circumstances less than twenty-four (24) hours' notice may be given for vacation request.
- c) Any employee may take vacation days in conjunction with personal leave days, sick leave days or holidays.

d) Vacation time may be used in no less than one-quarter ($\frac{1}{4}$) hour increments.

Section 5.

Upon layoff, termination, death or retirement each employee will be paid within one (1) month for accrued vacation at his/her current base rate of pay.

ARTICLE 15
PERSONAL LEAVE, MILITARY LEAVE, JURY DUTY AND OTHER LEAVES

Section 1.

An employee who has completed his/her probationary period shall be eligible for three (3) paid personal leave days. Thereafter, each employee shall receive three (3) personal leave of absence days on their anniversary date, which may be used in no less than one-quarter ($\frac{1}{4}$) hour increments.

One (1) personal leave of absence day equals the number of hours that an employee is scheduled to work per week, divided by the number of days worked per week. For example: if an employee is regularly scheduled to work twenty-eight (28) hours per week, five (5) days per week, three (3) days of personal leave equals 16.8 hours or 5.6 hours per funeral day. The total amount of personal leave allotted shall be rounded up to the nearest fifteen (15) minute increment. For example, 16.8 hours of leave shall be rounded up to seventeen (17) hours of leave. If an employee is regularly scheduled to work twenty-eight (28) hours per week, four (4) days per week, three (3) days of personal leave equals twenty-one (21) hours or seven (7) hours per personal day. An employee shall receive no more or less compensation for the hours scheduled to work on a given day unless the total number of hours have been exhausted or an employee does not have the total number of hours remaining to cover the scheduled hours for that particular date to receive full compensation. For example: if an employee is scheduled to work eight (8) hours on a particular date and has four (4) hours of personal leave remaining, the employee shall be paid four (4) hours of personal leave.

Section 2.

Military leave and the rights and benefits associated therewith shall be provided in accordance with State and Federal law (USERRA), as it may be amended from time to time.

Section 3.

An employee called to serve on a jury panel shall notify their immediate supervisor after receiving the jury duty notice. In accordance with Connecticut General Statutes Section 51-247, as amended from time to time, employees shall not suffer any loss of pay for up to the first five (5) days of jury duty leave. For those five (5) days, an employee will be paid his/her regular wages or salary. Thereafter the state currently reimburses at the rate of fifty dollars (\$50.00) per day of service. After the fifth (5th) day, the remainder of the jury duty leave will be unpaid. With respect to an employee's regular wages or salary, an employee may elect to substitute

vacation or personal leave for unpaid jury duty leave. To be paid for jury duty leave, the Town will require proof of attendance. While on jury duty leave, the Town expects that an employee will come to work on any day an employee is released from jury duty before 1:00 p.m. in the afternoon.

Section 4.

An employee may request an unpaid leave of absence. Such request shall be in writing and include: the period for which leave is desired; the reason for the leave; and the dates on which the initial leave is anticipated to begin and to be completed. The request must be submitted to the Town Administrator for approval. Final approval for leave can only be granted by the Board of Selectmen.

ARTICLE 16
MATERNITY/PATERNITY LEAVE

Section 1.

Maternity/Paternity leave shall be granted in accordance with the law.

Section 2.

An employee will continue to accrue sick leave while she/he is on a maternity/paternity leave.

ARTICLE 17
LEAVE BALANCES

The Payroll Department shall notify each employee of his/her leave balances. Such an accounting shall be recorded each pay period.

ARTICLE 18
HOLIDAYS

Section 1.

Employees shall be granted time off with pay for the holidays listed below:

New Year's Eve Day
New Year's Day
Veterans Day
President's Day
Good Friday
Memorial Day
Independence Day

Columbus Day
Labor Day
Martin Luther King Day
Thanksgiving Day and
the Friday following
Christmas Eve Day
Christmas Day

Should a holiday fall on a Saturday, the holiday will be observed on the preceding Friday. Should a holiday fall on a Sunday, the holiday will be observed on the following Monday.

In addition to the recognized holidays, employees will be granted paid holidays when the Town offices are closed by action of the Board of Selectmen.

The amount of holiday time off with pay shall be equal to the amount of hours that an employee was regularly scheduled to work on that particular date.

ARTICLE 19 **WAGES**

Section 1.

Employees shall receive their paychecks bi-weekly prior to the end of the work day on pay day. Employees leaving on vacation will be given his/her current paycheck and/or vacation pay in advance upon written request. The Town shall notify the Union four (4) weeks in advance of any future change. New employees shall participate in direct deposit.

Section 2.

Wage rates shall be increased by two percent (2%) effective and retroactive to July 1, 2016.

ARTICLE 20 **INSURANCE BENEFITS**

Section 1.

The Town will provide group insurance benefits, including, life insurance and accidental death and dismemberment insurance for all non-supervisory employees. Life insurance coverage will be provided in the amount of twenty five thousand dollars (\$25,000.00) for permanent part-time employees working between twenty (20) and thirty four (34) hours per week and fifty thousand dollars (\$50,000.00) for permanent full-time employees working thirty five (35) or more hours per week.

Section 2.

All permanent employees who work an average of twenty (20) hours or more per week shall be eligible to participate in the group health plan, subject to any eligibility requirements established by the health insurer for participation in such plan.

The base group health plan shall be co-pay based with a High Deductible Health Plan ("HDHP") option comprised of a \$2,000.00/\$4,000.00 deductible with out-of-network coinsurance of 80%/20% and a Health Savings Account (HSA).

Health insurance coverage is also available for the spouse and dependents of an employee at the premium cost share amount defined below.

Effective July 1, 2016:

Co-pay Based Plan Medical Coverage	35+ Hours/Week	20-34 Hours/Week
Employee Cost Share	14% cost share for employee and family	14% cost share for employee 100% cost share for family

High Deductible Health Plan	35+ Hours/Week	20-34 Hours/Week
\$2,000.00/\$4,000.00 with 80%/20% Coinsurance for out-of-network and a HSA		
Employee Cost Share	9% cost share for employee and family	9% cost share for employee 100% cost share for family
HSA Contribution	50% HSA contribution	50% HSA Contribution for employee only 100% HSA contribution for eligible dependents

Co-pay Based Plan:

- Office Visit - \$15.00
- Inpatient Hospitalization - \$200.00
- Outpatient Hospitalization - \$200.00
- Emergency Room - \$100.00
- Urgent Care - \$75.00
- Three Tier Public Sector Prescriptions - \$5.00, \$10.00, \$25.00

Section 3.

Permanent employees who work an average of twenty (20) hours or more per week shall be eligible for dental insurance benefits subject to any eligibility requirements established by the insurance carriers. Dental insurance coverage is also available for the spouse and dependents of an employee at the premium cost share amount defined below.

Effective July 1, 2016:

Dental Insurance Coverage	35+ Hours/Week	20-34 Hours/Week
Employee Cost Share	14% cost share for employee 100% cost share for family	14% cost share for employee 100% cost share for family

Section 4.

The Town shall pay the defined cost share amounts as defined below for health insurance coverage and dental insurance coverage based on employee eligibility requirements above in Section 2 and 3.

Effective July 1, 2016

Co-pay Based Plan Medical Coverage	35+ Hours/Week	20-34 Hours/Week
Town Cost Share	86% cost share for employee and family	86% cost share for employee 0% cost share for family

High Deductible Plan, \$2,000.00/\$4,000.00 with 80%/20% Coinsurance for out-of-network and a HSA	35+ Hours/Week	20-34 Hours/Week
Town Cost Share	91% cost share for employee and family	91% cost share for employee 0% cost share for family
HSA Contribution	50% HSA Contribution	50% HSA Contribution for employee only 0% HSA Contribution for eligible dependents

Dental Insurance Coverage	35+ Hours/Week	20-34 Hours/Week
Town Cost Share	86% cost share for employee 0% cost share for family	86% cost share for employee 0% cost share for family

Section 5.

The Town will provide an Employee Assistance Program. This program is designed to offer employees and their families' confidential counseling for personal problems that may be affecting job performance. Early intervention and treatment is available through a referral system. Initial evaluation to determine need for an employee will be paid for by the Town. Cost of actual treatment is the responsibility of each employee, and may be covered by medical insurance.

Section 6.

Long-Term Disability.

The Town shall continue to provide long-term disability coverage to each employee.

ARTICLE 21
RETIREMENT BENEFITS

Section 1.

Retirement Plan.

Employees shall receive retirement benefits as provided by the Town's Retirement Plans. A 401(a) Money Purchase Plan (hereafter referred to as the "401(a) Plan") shall be provided to employees that work one thousand (1,000) hours per year.

For each employee, the Town shall make a pre-tax contribution to the 401(a) Plan of in the amount of seven percent (7%) of the employee's base compensation. Contributions shall be made on a bi-weekly basis, in accordance with earnings expressed in payroll. Employees shall not make employee contributions to the plan.

Upon mutual agreement of both the Town and Union, a company shall be selected to receive and invest the money associated with the 401(a) Plan.

Section 2.

Deferred Compensation Plan.

Employees who have completed six (6) months employment may enroll in the Town's Deferred Compensation Plan. A 457 Deferred Compensation Plan (hereafter referred to as the "457 Plan") shall be provided to employees. Each employee has the option of making contributions to the 457 Plan on a pre-tax basis, in an amount not to exceed IRS calendar year maximum limits. In the event an employee chooses to make contributions to the 457 Plan, the Town will match employee contributions up to a dollar amount not to exceed three percent (3%) of the employee's base compensation. Contributions shall be made on a bi-weekly basis, in accordance with earnings expressed in payroll.

Upon mutual agreement of both the Town and Union, a company shall be selected to receive and invest the money associated with the 457 Plan.

Section 3.

Retiree Health Insurance.

An employee is deemed to be eligible to retire from the Town if such employee worked ten (10) consecutive years of one thousand and forty (1040) hours each year for the Town in a non-seasonal, non-per diem position and has reached the age of fifty-five (55) or older. Any employee hired on or after July 1, 2010 and is deemed to be eligible to retire from the Town if such employee worked ten (10) consecutive years of one thousand and forty (1040) hours each year for the Town in a non-seasonal, non-per diem position and has reached the age of sixty-two (62) or older.

Whenever any retired employee who is a member of the Town's group health insurance plan becomes ineligible for continued participation in such plan due to retirement, all benefits of such plan shall be made available to the employee and the employee's dependents covered by the group plan provided that the retired employee pays one hundred percent (100%) of the premium costs. The Town shall not be obligated to pay such premium if not paid timely by the employee.

Coverage shall terminate for employees and dependents when the employee becomes eligible to receive Medicare under Title XVIII of the Social Security Act.

ARTICLE 22
JOB DESCRIPTIONS

The Town shall have the right to create and revise job descriptions, subject to the Union's right to negotiate the impact, if any, of any change in a job description. Prior to creating or revising a job description, the Town will provide an opportunity for the Union to have input into the process. The Union has the right to request that the Town review and/or revise a job description.

ARTICLE 23
PERFORMANCE RATING

Section 1.

The Town shall have the right to evaluate the performance of bargaining unit employees, using an evaluation format, which shall be made known to the subject employees before the actual written evaluation is prepared.

Section 2.

Employees who contend that there was not a proper basis for all or part of their evaluations may not challenge such evaluations through the grievance/arbitration provisions of this Agreement

unless the performance evaluation results in a pay decrease, suspension, demotion or termination.

Section 3.

The employee shall be given a copy of any performance evaluation which he/she is required to sign at the time of receipt. An employee's signature on such form shall not be construed to indicate agreement or approval of the rating by the employee.

Section 4.

The Town reserves the right to revise the performance rating format at its own discretion with input from the Union.

ARTICLE 24
PERSONNEL RECORDS

Section 1.

An employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file. The Union may have access to any employee's records.

Section 2.

No disciplinary warning(s) or letter(s) shall be placed in an employee's personnel file unless the employee has had an opportunity to sign it indicating receipt of such material. A copy shall be given at the time of signing. An employee may file a written rebuttal to such materials.

Section 3.

Employee personnel files shall be kept as a single unit with the exception of financial related documents that shall remain in a secure area unless accessed by authorized personnel.

ARTICLE 25
DISCIPLINARY ACTION

Section 1.

"Disciplinary action" as used in this Article shall be defined as a verbal warning, written warning, suspension, demotion, discharge or exercising a right not to reappoint an appointed official. All disciplinary action shall be for just cause.

Section 2.

Progressive disciplinary procedures will be followed unless the subject infraction is of such a nature to warrant more severe disciplinary action. Such discipline may include verbal warning, written warning, suspension, demotion or dismissal.

Section 3.

An employee and Union-designated Steward must be notified prior to an employee being suspended, demoted or dismissed. Such notice shall cite the reason for the discipline.

Section 4.

An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action shall have the right to request a Union-designated Steward be present prior to the start of the meeting.

Section 5.

All disciplinary actions may be appealed through the established grievance procedure.

ARTICLE 26
GRIEVANCE PROCEDURE

Section 1.

The purpose of the Grievance Procedure in this Agreement is to resolve, at the lowest possible administrative level, any and all contract grievances which arise during the terms of this Agreement.

Definition:

A grievance is defined as a written complaint involving an alleged violation of or a dispute involving the application or interpretation of a specific provision of the Agreement or of a provision incorporated by reference.

Section 2.

Format:

Grievances shall be filed on a mutually agreed form which specifies (a) facts, (b) the issue, (c) date of alleged violation, (d) contract section violated, (e) the remedy or relief sought. A grievance may be amended up to and including Step III of the grievance procedure. Whenever "days" are used in this article, it shall mean "calendar days."

Section 3.

Time limits:

If a grievance in writing is not filed within twenty-one (21) calendar days after the grievant knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

The time limits specified within this article, except for the initial filing, may be extended by mutual agreement of the Union and the Town or its designee in writing.

In cases where the Town is considering terminating an employee, a Special Meeting will be scheduled with the Board of Selectmen (BOS) within ten (10) days to discuss the case. The BOS shall make the final decision to terminate an employee and shall send a written response to the employee, Union designated Steward and Union Staff Representative within ten (10) days of the Special Meeting. Should the BOS make the determination to terminate an employee the grievance shall be filed within fifteen (15) days of receipt of the written termination notice and immediately go to Step III.

Section 4.

Step I Immediate Supervisor.

If an employee feels that he/she may have a grievance, the employee may first discuss the matter with the employee's immediate supervisor, in an effort to resolve the problem informally.

Step II Town Administrator.

If an employee feels that he/she has a grievance, the employee and/or Union-designated Steward and/or Union Staff Representative shall submit a grievance to the Town Administrator. In response, the Town Administrator and two town representatives of his/her choosing shall meet with the grievant, Union-designated Steward and Union Staff Representative to discuss the grievance. The Town Administrator's choice of town representatives shall be limited to a department head and town legal counsel. The grievance shall be answered within twenty (20) days of the meeting.

Step III Mediation.

If the grievance is not resolved the grievance may be submitted to a mediator appointed by the State Board of Mediation and Arbitration (SBMA) for the purpose of helping to resolve the grievance within twenty (20) days after receipt of Step II answer. A copy shall be sent to all parties.

Step IV Arbitration.

If a grievance is still not settled, it shall be submitted to arbitration. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought. Grievances shall be submitted in writing and must be filed with the State Board of Mediation & Arbitration (SBMA) no later than twenty (20) days after the session held under Step III above.

The arbitrator's award shall be binding. He/she shall be bound by and must comply with all the terms of this Agreement and shall have no power to add to, subtract from or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.

Nothing in this section shall preclude an arbitrator from ruling on both the arbitrability and the merits of a case or for the Town and the Union from combining grievances.

ARTICLE 27
SAVINGS CLAUSE

Section 1.

If any provision of this Agreement is declared illegal or invalid by a court or administrative agency of competent jurisdiction, then the rest of this Agreement shall not be affected.

ARTICLE 28
EMPLOYEE MILEAGE REIMBURSEMENT/TOWN VEHICLE USE

Section 1.

Employees who use their vehicles for Town business and who are authorized in advance in writing to do so shall be entitled to reimbursement at the IRS rate. Reimbursement shall be issued no later than one (1) month after the Town receives itemization of mileage accrued.

ARTICLE 29
UNION CONVENTION/TRAINING SESSIONS

Section 1.

The Town shall, upon reasonable advance notice, permit one (1) employee to attend one (1) Union convention each year without loss of pay or benefits.

Section 2.

The Town shall, upon reasonable advance notice, permit one (1) Union-designated Steward whom the Union designates, to attend a one-day training session each contract year. The time shall be taken without loss of pay or benefits.

ARTICLE 30
PROFESSIONAL DEVELOPMENT

Section 1.

The Town shall provide funding for professional development as has been provided for in the Town's approved annual budget so that employees can obtain and maintain certifications necessary to perform their job functions.

ARTICLE 31
DURATION

Section 1.

This Agreement shall be effective July 1, 2016 upon signing after ratification by the Union and the Town and shall remain in full force and effect until June 30, 2017. This Agreement shall remain in full force and be effective during the period of negotiations.

Section 2.

Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement. Negotiation sessions shall commence on or about January 2017 with an expected completion date of June 30, 2017.

SIGNATURES

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS
20 **DAY OF SEPTEMBER, 2016.**

FOR THE UNION:



Danielle McMullen
MEUI Staff Representative

9/20/16

FOR THE TOWN OF COLUMBIA:



Mark B. Walter
Town Administrator

9-20-16