

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF HEBRON

and

**THE HEBRON TOWN SUPERVISORS UNION
LOCAL 818-57, AFSCME COUNCIL 4, AFL-CIO**

JULY 1, 2023 - JUNE 30, 2026

TABLE OF CONTENTS

		<u>PAGE(S)</u>
Article I	Recognition	1
Article II	Wage Deductions	1
Article III	Management Rights	2-3
Article IV	Grievance Procedure	3-5
Article V	Holidays	5-6
Article VI	Vacations	7-9
Article VII	Sick Leave	9-11
Article VIII	Other Leaves	11-12
Article IX	Wages	13
Article X	Probation	13-14
Article XI	Hours of Work and Overtime	14-16
Article XII	Existing Rules and Practices	16-18
Article XIII	Union Business Leave, Union Officers, Union Meetings	18
Article XIV	Seniority and Layoffs	19-21
Article XV	Insurance	21-24
Article XVI	Pension	25-26
Article XVII	Education and Training	26
Article XVIII	Disciplinary Procedure	26-27
Article XIX	Duration	27
Signature Page		28
Schedule A	Wages	29-30

ARTICLE I

RECOGNITION

Section 1

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in all matters of wages, hours and other conditions of employment for the following positions: Assessor, Revenue Collector and the Parks and Recreation Program Supervisor I and II.

ARTICLE II

WAGE DEDUCTIONS

Section 1

Upon receipt of an employee's signed authorization to deduct membership dues or voluntary agency fees, the Town agrees, upon the employee's successful completion of their probationary period, to deduct from the pay of the employee an amount established and periodically adjusted by the Union.

Such deductions shall continue unless the Town is notified in writing by Council 4 that the employee is no longer a member (or the employee no longer desires to pay an agency fee). Council 4 reserves the right to modify and/or replace any such authorization form.

Section 2

The Union agrees to indemnify and hold harmless the Town for any sums which the Town is required to pay as the result of a claim that the sums of money herein referred to have been illegally deducted, or for any liabilities which may arise from the Town's having complied with or enforced this provision.

Section 3

The total amount deducted each month, in accordance with this section, will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Union. Such remittance shall be made by the last day of the month in which the deductions are made.

Section 4

The Union agrees that it will not call, authorize, instigate or condone any strike, slowdown, work stoppage, or any action against the Town by bargaining unit employees who are on duty. The Town agrees that it will not lockout any employees.

ARTICLE III

MANAGEMENT RIGHTS

Section 1

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, it shall have the sole and absolute right, responsibility and prerogative of management of the affairs of the Town and direction of the working force, including, but not limited to the following:

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices and procedures.
- c. To discontinue processes or operations or to discontinue their performance by employees.
- d. To select, hire, and to determine the number and types of employees required to perform the Town's operations.
- e. To employ, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department, in accordance with other provisions of this contract.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To ensure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h. To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purpose of intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town it can be done more

economically or expeditiously otherwise. No employee will be laid-off as a result of the Town's right to subcontract.

- i. To create job specifications and to revise existing job specifications, in accordance with the other provisions of this contract.

Section 2

The above rights, responsibilities and prerogatives are inherent in the Board of Selectmen and Town Manager by virtue of statutory authority and are not subject to delegation in whole or in part.

ARTICLE IV **GRIEVANCE PROCEDURE**

Section 1

A grievance shall mean a complaint by a non-probationary employee or a group of non-probationary employees or the Union (on behalf of non-probationary employees) that, as to them, or it, there has been a violation, misinterpretation of misapplication of the provisions of this Agreement.

Section 2

Adjustment of all grievances shall be sought as follows; except that grievances over a disciplinary action may, at the discretion of the Union, be started at Step 2.

Step 1 The aggrieved employee, who may be represented by a Union Representative, shall present verbally or in writing the grievance or dispute to their immediate supervisor within five (5) working days of the date of the grievance or their knowledge of its occurrence. (If the Town Manager is the immediate supervisor, then the grievance will be processed directly to Step 2). The written grievance shall include a statement of the grievance and facts involved, the alleged violation of the agreement, and the remedy requested. The immediate supervisor shall meet with the interested parties in an attempt to adjust the matter and shall render their decision within five (5) working days of the date the grievance was submitted to them.

Step 2 If the grievance has not been settled it shall be presented in writing to the Town Manager within three (3) working days after the supervisor's response is received or should have been received. The Town Manager or their designated representative shall meet with the interested parties and render their decision in writing within fifteen (15) working days of the date the grievance was submitted to them.

Step 3

If the Union is not satisfied with the decision of the Town Manager, the Union may elect to seek mediation of the grievance before the Connecticut State Board of Mediation and Arbitration. The Union's request for mediation shall be in writing and must be filed with the State Board not later than twenty (20) days following the receipt of the Town Manager's answer in Step II. The Union will advise the Town, in writing, of their submission of the grievance to mediation at the time of the filing.

The Union President or their designee will be provided with paid time off to attend mediation sessions.

Step 4

If the grievance is not settled at mediation, the Union may, within ten (10) working days after mediation, submit the grievance to arbitration. Notice of intention to proceed to arbitration must be given to the Town Manager in writing. Arbitration shall be by the State Board of Mediation and Arbitration, except in the case of grievances involving discharges, reprimands, reductions in rank or compensation, and suspensions without pay, which may at the option of the Town be submitted to the American Arbitration Association (AAA). If the Town elects to exercise its option to utilize AAA, it shall pay all the fees of the arbitration. If the Town chooses to exercise such option, it must do so within five (5) working days after receipt of notice of the Union's intention to proceed to arbitration. The arbitrator shall be limited to the express terms of the contract and shall not have the power to modify, amend, or delete any of the terms or provisions of the Agreement.

Section 3

The decision of the arbitrator shall be final and binding on the parties.

Section 4

The time limits provided for in Section 2 of this Article may be extended by written agreement of the parties. As used throughout this Article, the term "days" refers to calendar days, unless otherwise specified.

Section 5

Beginning not later than Step 2, all grievances and answers thereto shall be set forth in writing.

Section 6

The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under Section 2 of this Article, shall not exceed one (1) at any time, unless the attendance of additional witnesses is required. The Department Head/Supervisor

will be made aware of the need to be released and the approximate amount of time they will be away from duty.

Section 7

Should the grievant (or Union, when applicable) fail to appeal to the next step within the time period specified (except as set forth in Section 4) said failure shall be considered acceptance of the decision rendered.

ARTICLE V **HOLIDAYS**

Section 1

The following holidays shall be observed as days off with pay, and except as specified elsewhere in this Article, shall be celebrated on the dates set forth in Connecticut General Statutes, Section 1-4.

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Floating Holiday*

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day**
Day after Christmas (or Christmas Eve Day)***

* Use of the floating holiday requires at least twenty-four (24) hours advance written notice to the Supervisor. Floating holidays may not be carried over into the succeeding year and must be taken within the Town's fiscal year.

**If Christmas Day falls on a Sunday, the Town will determine if the Christmas Day holiday will be observed on Friday or Tuesday. The Town will also determine if either the Day after Christmas or Christmas Eve Day will be the observed holiday as it relates to the Sunday Christmas Day.

*** If Christmas Day falls on a Monday or Thursday, the Day after Christmas will be the observed holiday. If Christmas Day falls on a Tuesday, Wednesday or Friday, Christmas Eve will be the observed holiday.

Section 2

Holiday leave shall be granted on the day of the week on which the holiday falls except:

- a. When a specified holiday falls on a Saturday, the holiday leave shall be granted on the preceding day, Friday, to those employees in such departments as regularly scheduled to work from Monday to Friday.
- b. Except as set forth under Article V, Section 1 regarding Christmas Day, when a specified holiday falls on a Sunday, the holiday leave shall be granted on the following day, Monday.
- c. Christmas Eve and the Day after Christmas (whichever is being observed as the holiday), will be observed in accordance with Article V, Section 1.

Section 3

On July 1st of each year, the Town Manager will meet with the Union President to negotiate the method of payment for holidays, which fall on either a Thursday or a Friday.

Section 4

Whenever any of these holidays shall occur while an employee is out on sick leave, he shall be paid for the holiday and no charge to sick leave shall be made for that day.

Section 5

Whenever any of these holidays shall occur while an employee is on vacation, they shall be paid for the holiday and no charge to vacation leave shall be made for that day.

Section 6

Unauthorized absence from work on the scheduled workdays before or after the holiday will forfeit the employee's eligibility for holiday pay. If an employee is on authorized leave without pay for any duration (or out of work and receiving either temporary total or temporary partial disability benefits under the Connecticut Workers' Compensation Act) and a holiday occurs during such absence, the employee shall not be entitled to any holiday pay.

Section 7

Nothing in this Agreement shall in any way abridge the Town's right to schedule employees to work on recognized holidays. An employee scheduled to work on a holiday shall be compensated for such work at one and one-half (1½) times their regular rate of pay.

ARTICLE VI

VACATIONS

Section 1

Employees shall accrue vacation time on a monthly basis.

Vacation leave with pay shall be earned by all employees as follows (commencing on the employee's anniversary date):

Hired for a bargaining unit position covered by this Agreement prior to July 1, 2020:

Less than four (4) full years of service - .83 days per month (ten (10) days per year).

Four (4) but less than twelve (12) full years of service – one and one-quarter (1.25) days per month (15 days per year).

Twelve (12) years but less than fifteen (15) full years of service – one and two-thirds (1.66) days per month (20 days per year).

Fifteen (15) years or more of service, one (1) additional day for each year after fifteen (15) years up to a maximum of twenty-five (25) days.

Hired for a bargaining unit position covered by this Agreement on or after July 1, 2020:

Less than four (4) full years of service - .83 days per month (ten (10) days per year).

Four (4) but less than fifteen (15) full years of service – one and one-quarter (1.25) days per month (15 days per year).

Fifteen (15) but less than twenty (20) full years of service – one and two-thirds (1.66) days per month (20 days per year).

Twenty (20) years or more of service, one (1) additional day for each year after fifteen (15) years up to a maximum of twenty-five (25) days.

Section 2

No vacation days may be used by an employee until they have completed their probationary period with the Town, as set forth under Article X, Section 1.

Section 3

Vacation leave may accumulate and/or be carried to the subsequent contract year (contract year being defined as the Town's fiscal year beginning July 1st). However, no more than five (5) days may be carried forward, unless approved, in writing, by the Town Manager.

Section 4

No Town employee may use more than ten (10) consecutive vacation days without prior written approval of the Town Manager.

Section 5

For the purpose of computing vacation leave only dismissal or resignation will break the continuity of service; other leave except sick leave will defer vacation leave accrual during such leave. Upon completion of the probationary period, as set forth under Article X, Section 1, employees shall have their accrual of such leave computed from the date of their original appointment.

Section 6

In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick day to their sick leave, providing a doctor's certificate verifies illness.

Section 7

Employees who resign in good standing or who are laid off shall be paid for any unused vacation leave that has accrued to their last day of service. An employee shall be considered to resign in good standing only if he notifies their department head of such resignation at least fifteen (15) calendar days in advance of their last day of service. Employees who retire shall be entitled to use any accrued vacation leave prior to the effective date of their retirement, but any accrued vacation not so used shall be forfeited and in no case may a period of vacation leave delay retirement beyond the date of compulsory retirement as provided by the Town pension plan. Vacation leave shall not further accrue during the period of such terminal leave.

Section 8

Employees entitled to vacation leave who are terminated for cause shall not be paid for any unused vacation leave.

Section 9

An employee leaving on vacation may be granted pay due them for their accrued time, provided they submit a written request for such pay to the finance department not less than ten (10) calendar days in advance.

Section 10

Employees may take their vacation leave, in accordance with schedules established by the department head, throughout the contract year. The department head may, however, limit the number of employees on vacation at any one (1) time because of the operating requirements of the department and may further provide that no employee may take more than two (2) consecutive vacation weeks during the months of July and August. In the event there is a conflict concerning the choice of vacation weeks between employees, the department head shall give preference on the basis of greatest length of service in the highest classification but this decision shall be final.

Section 11

An employee who may be entitled to vacation leave prior to the signing of this Agreement that exceeds the amount indicated in this article will continue to receive that amount of vacation time. No employee will receive less vacation leave than what is indicated in this Article.

ARTICLE VII **SICK LEAVE**

Section 1

Sick leave shall not be considered as an entitlement which an employee may use at their discretion but shall be allowed only in case of necessity arising from actual sickness or disability of the employee or immediate family member, or to meet dental appointments, or to take physical examinations or other sickness prevention measures, when such appointment, examination and/or measures cannot reasonably be scheduled outside of working hours.

“Immediate family” for purposes of this provision of the Agreement shall be defined as the employee’s spouse, parents, children, a relative of the employee who regularly lives in the employee’s immediate household or the employee’s domestic partner (as defined under Article XI, Section 10).

Section 2

Sick leave with pay shall accrue to the credit of each employee as follows subject to the restrictions listed below:

- a. Sick leave with pay shall accrue to the credit of each employee at the rate of one-half ($\frac{1}{2}$) day per month, up to a total of five for those with less than one (1) full year of service and at the rate of one and one-quarter ($1\frac{1}{4}$) day per month for those with greater than one (1) full year of service. Sick leave shall accrue up to a maximum of two hundred (200) days.
- b. No provisions of these rules are to be construed as preventing the Town Manager from withholding sick leave for just cause from any employee under their jurisdiction.
- c. **Sick Leave Bank.** If in the event an employee has accumulated one hundred (100) days of sick leave, as of July 1st s/he may donate to a sick leave bank up to three (3) days for use by other employees entitled to a sick leave benefit under these policies. Any donation of days to the sick leave bank may not be retrieved except as catastrophic sick leave assistance. At any point in time and from all sources the maximum number of days that may accumulate into the sick leave bank shall be limited to no more than two hundred (200).

If any employee with five (5) or more years of continuous service to the Town of Hebron has experienced catastrophic illness or injury such that their earned sick leave is exhausted or will become exhausted within two (2) weeks, s/he may request the allocation of additional increments of sick leave from the sick leave bank.

The decision to grant, deny and determine the sick leave allocation amount shall be made by a committee formed for this purpose consisting of the Town Manager, another independent employee selected by the requesting employee and a third employee agreed upon by the initial two (2) ad hoc committee members. Factors to be considered in making a decision and allocation award by committee majority vote shall include the following: the employee's reasons for making the request, the employee's history of sick leave utilization, the ability of the employee to qualify for other types of assistance and the prognosis of the requesting employee's ability to return to work. These provisions shall not preclude the ability of the Town Manager to consider related requests under other special circumstances.

- d. In all cases, sick leave with pay in excess of five (5) consecutive workdays will be granted only when a note from the physician who treated the employee for the illness or injury that caused the absences verifying the need for sick leave, has been submitted to the Town Manager.

However, if the Town Manager feels an employee has been abusing sick leave by requesting such leave without justification or the employee has a pattern or absenteeism, the Town Manager may require such a note for

future sick leave of any duration. The Town Manager shall so notify the employee in writing, stating in their letter the reasons for the requirement.

- e. Sick leave shall not accrue during any leave of absence without pay.
- f. In case of sick leave of less than one (1) full working day, an employee's accrued sick leave shall only be charged to the nearest full hour of absence from work.

Section 3

If an employee has unused sick leave at the time of their retirement (retirement being defined as eligible to receive immediate payment of retirement benefits, or if the said employee is laid off, an employee hired for a bargaining unit position covered by this Agreement prior to July 1, 2020 shall receive payment for fifty percent (50%) of the unused sick leave up to a maximum of one hundred (100) days; an employee hired for a bargaining unit position covered by this Agreement on or after July 1, 2020, shall receive payment for twenty-five percent (25%) of the unused sick leave up to a maximum of fifty (50) days.

Section 4

Upon the death of an employee, their spouse or estate shall receive payment for any remaining unused sick leave as provided in Section 3 and a pro-rated number of sick days credited during the contract year of the death of the employee as set forth in Section 3. The spouse shall have the option of determining where this payment will go unless explicit instructions were made, in advance, by the employee.

ARTICLE VIII **OTHER LEAVES**

Section 1

When death occurs in an employee's immediate family, up to three (3) days leave with pay shall be granted. Exceptions to this provision will be referred to the Town Manager. For the purposes of this section, the phrase, "immediate family" shall be defined as the employee's: father, mother, grandfather, grandmother, grandchild, spouse, child, sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law, stepparent, or domestic partner (as defined below).

A domestic partner shall be defined as two (2) adults of the same or opposite sex who are not related by blood, who have lived together continuously for at least five (5) years and plan to do so indefinitely, who reside at the same address, who are mutually responsible for their common welfare, basic living expenses and financial obligations to third parties (and are otherwise financially interdependent) and who maintain no other domestic partnerships, marriage and are not legally separated from anyone else.

Documentation of need and priority may be required at the discretion of the Town Manager.

An extra day of funeral leave will be granted to all employees whenever a funeral for their father, mother, sister, brother, spouse, or child is held at a location of 300 miles or more distance from the Town Office Building of Hebron.

Section 2

Employees shall be granted leave with pay for the following reasons and subject to the following restrictions: (1) jury duty; (2) any other required appearance before a court or public body except where the employee is a litigant; (3) participation in short term military training within the U.S. Armed Forces Reserve or National Guard, not to exceed two weeks in any calendar year; (4) participation in conferences or official meetings which enhance the employee's value to the town and approved by the Town Manager or their designee; (5) participation in education or training courses which enhance the employee's value to the town and approved by the Town Manager or their designee. In case the employee receives any pay or remuneration, such as a fee for jury duty or military pay, or a scholarship or fellowship, their Town salary shall be reduced by the amount for the duration of the leave.

Section 3

Employees may be granted leave without pay at the discretion of the Town Manager when, in their opinion, the Town service would benefit from such leave. Such approval shall be granted only after consideration of the needs of the Town service, the service record of the employee, and the relevancy of the request to the needs of the Town. A denial of a request for leave without pay shall not be subject to the grievance and arbitration procedure.

Section 4

Employees shall be granted two (2) personal days, with pay, per contract year. Use of the day or an authorized increment of no less than one-half ($\frac{1}{2}$) of a day requires at least twenty-four (24) hour advance notice to the Town Manager. Personal days may not be carried forward into subsequent contract years and are therefore not cumulative. The Town Manager shall have the right to limit the number of employees on leave under this section at any one time in order to meet the operating requirements of the Town.

Section 5

The Town agrees to comply with the Federal Family and Medical Leave Act (FMLA). An alleged violation of this provision shall not be subject to the grievance and arbitration procedure.

ARTICLE IX

WAGES

Section 1

The pay schedules set forth in Schedule "A" show the hourly and annual compensation to become effective as specified. Any changes in job descriptions for all positions in the bargaining unit shall be negotiated with the Union.

Section 2

The Town will review each employee's performance annually by July 1st. Merit increases shall be reserved for exceptional performance and shall be given only with the approval of the Town Manager.

Section 3

No employee shall repeatedly or for an extended period be assigned or required by their superiors to perform duties of a higher level of skill or responsibility than those included in the description of their regular position in the classification plan without reasonable provision for additional compensation to the employee, except as provided below. Such duty is hereinafter referred to as "higher work assignment" and such additional compensation shall be paid for the period of such "higher work assignment" at a rate not less than five percent (5%) higher than the employee's current rate in their regular position. Notwithstanding the foregoing, however:

- a. Additional compensation shall not be paid for any "higher work assignment" that, with the consent of the employee, is included as part of an apprenticeship or on-the-job training program administered under regular supervision and designed specifically to prepare the employee for possible advancement.
- b. If operating conditions so require, an employee may be assigned to an occasional "higher working assignment" of less than two (2) week's duration without additional compensation but he may refuse to accept more than one such "higher working assignment" in any calendar month without additional compensation for the period of the assignment.

ARTICLE X

PROBATION

Section 1

To enable the Town to exercise sound discretion in the filling of positions within the "Unit", no appointment, employment or promotion to any position within the "Unit" shall be deemed final and permanent until after the employee has worked at least one hundred

twenty (120) workdays in the position.

“Worked” shall be defined as days that the employee attended a full workday; accordingly, any absences, excluding holidays, during the one hundred twenty (120) workday period shall extend the probationary period.

An employee’s probationary period may be extended an additional sixty (60) workdays if the Town deems it necessary.

During the probationary period of a new employee, the Town may discipline or discharge the employee and the employee shall have no right to grieve or arbitrate the discipline or dismissal. During the probation period of a promoted employee, the Town may reduce such employee to their previous classification if the Town deems them unfit for such appointment.

ARTICLE XI

HOURS OF WORK AND OVERTIME

Section 1

Unless otherwise specified herein, the basic workweek for full time employees who are in the bargaining unit shall consist of thirty-six (36) hours per week. The hours of work shall be on Monday, Tuesday and Wednesday from 8:00 a.m. to 4:00 p.m. with a forty-five (45) minute lunch period. The hours of work on Thursday shall be 8:00 a.m. to 6:00 p.m. with a forty-five (45) minute lunch period. The hours of work on Friday shall be from 8:00 a.m. to 1:00 p.m. Hours of work may be adjusted with approval of the Department Head and Town Manager for education, transportation or childcare needs. The forty-five (45) minute lunch period in the Assessor’s Office and the Tax Office shall be from 12:30 p.m. – 1:15 p.m., unless the Town advises the impacted employees in the Assessor’s Office and the Tax Office of a different time period.

The Parks and Recreation Program Supervisor I and II will work a forty (40) hour workweek.

The Parks and Recreation Program Supervisor I and II will work a flex-schedule.

Section 2

All work in excess of forty (40) hours in the basic workweek shall constitute overtime.

Section 3

Compensation for Overtime: Overtime pre-approved by the Town Manager or their designee shall be compensated at the following rates, payable for the pay period in which the overtime was incurred, so that the next immediate succeeding paycheck included such compensation.

- a. Except for the Parks and Recreation Program Supervisor I and II, all hours worked between thirty-six (36) hours and forty (40) hours in any one (1) week shall be compensated by one and one-half (1½) hours of compensatory time off for each hour worked between thirty-six (36) hours and forty (40) hours, provided, the Parks and Recreation Program Supervisor I and II shall be eligible for compensatory time as set forth herein during work years that their designated workweek is a thirty-six (36) hour workweek (in accordance with Article X, Section 1).
- b. At one and one-half (1½) their regular rate of pay for any time worked that is:
 - 1. Performed by employees in excess of forty (40) hours; or
 - 2. Performed on any day observed as a holiday in accordance with Article V; or
 - 3. Performed on any day not scheduled in their work schedule; or
 - 4. In excess of scheduled daily hours.
- c. Overtime may be compensated (by agreement between the employee and supervisor) by compensatory time off, computed in the same manner as financial compensation would otherwise have been computed. Compensatory time must be taken within ninety (90) calendar days from date earned and prior to the end of the contract year that it was earned.

Except as set forth below, no more than twenty-four (24) hours of compensatory time may be carried over from a contract year to the subsequent contract year, provided, however, the Town, in its discretion, may pay out all or some of the compensatory time in lieu of a carry-over of the time.

At the discretion of the Town Manager, employees in the Tax Office may carry-over more than twenty-four (24) hours of compensatory time to the subsequent contract year. Upon separation, all unused compensatory time shall be paid.

Section 4

Computation of Overtime: For the purpose of computing overtime hours in excess of the basic workweek, hours paid for but not worked on holidays or any other approved leave with pay shall be counted as hours worked.

Section 5

Overtime records shall be kept in the finance office, and shall be made available to inspection by employees and the Union.

Section 6

A rest period of fifteen (15) minutes in the first half of the workday and fifteen (15) minutes in the second half of the workday will be permitted.

ARTICLE XII **EXISTING RULES AND PRACTICES**

Section 1

The Town agrees to provide a bulletin board within the Town Hall and to permit the Union to utilize it for posting of notices concerning Union business and activities.

Section 2

The Town shall utilize the boards for posting any matter generally related to wages, hours or conditions of employment.

Section 3

Except as specifically abridged, modified by or in conflict with express provisions of this Agreement, the "Town of Hebron Personnel Policies" shall continue in effect as amended from time to time.

Section 4

No rule, regulation or work practice approved by the Town Manager or Department Head shall be implemented during the term of this Agreement without prior written notice to the Union concerning the content of such rule, regulation or work practice.

In the event the Union believes that such rule, regulation or work practice is unreasonable and the Town implements the rule, regulation or work practice, the rule, regulation or work practice in question may be challenged by the Union through the grievance procedure with regard to whether it is reasonable.

Section 5

If any Article or Section of this Agreement is declared invalid by a competent court or by any State Labor Department ruling, for any reason, such declaration of invalidity shall not affect the other Articles or Sections or portions thereof which shall be held valid and in continued force.

Section 6

The Town agrees to reproduce sufficient copies of this contract and to provide a copy to the Union officers and to each supervisor and other administrators, by whatever title, whose functions are substantially managerial.

Section 7

The Town shall furnish the Union announcements of promotional position vacancies. In addition, the Town shall inform the Union of any new hires or terminations among full-time or part-time permanent employees in the bargaining unit.

Section 8

Mileage reimbursement for employees who use their private automobiles for business purposes shall be in accordance with the IRS allowable mileage (cents per mile) when verified by their supervisor.

Section 9

The Town shall promptly furnish the Union with copies of all duly authorized new and revised specifications concerning classifications within the bargaining unit.

Section 10

The Town shall provide adequate Workers' Compensation Insurance.

Section 11

The Town may employ temporary or seasonal employees in accordance with the Connecticut General Statutes provided no members of this bargaining unit who are qualified to perform the work involved are on layoff at the time.

Section 12

- a. The Town shall make every reasonable effort to make repairs or to adjust unsafe or unhealthy working conditions as soon as possible after such conditions are reported.
- b. Employees shall perform their duties in a safe manner and shall comply with the Town's safety rules and accident prevention measures. Unsafe conditions shall be reported to the Town Manager's Office promptly.
- c. Complaints regarding safety concerns shall be handled internally through the contractual grievance procedure, but individual employees may not

appeal such grievances to Step 3 or Step 4 of the grievance procedure except through the Union as their representative.

Section 13

Maternity and paternity leave will be provided in accordance with the federal family and medical leave act.

Section 14

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Town shall have the right to retire or discharge the employee.

ARTICLE XIII

UNION BUSINESS LEAVE; UNION OFFICERS; UNION MEETINGS

Section 1

No more than two (2) employees (each from a different department) may attend negotiations during normal working hours without loss of pay.

Section 2

One (1) member of the bargaining unit may be granted two (2) days without loss of pay to attend Union conventions and/or conferences.

Section 3

A written list of all Union Officers shall be furnished to the Town immediately after their designation and the Union shall notify the Town promptly of any change.

Section 4

The Union may call meetings in the Town Office Building before or after working hours, provided that such meetings do not conflict with work or other scheduled activities or programs and upon at least forty-eight (48) hours notice to the Department Head and the Town Manager.

ARTICLE XIV
SENIORITY AND LAYOFFS

Section 1

Seniority shall be defined as an employee's length of service in the bargaining unit since their most recent date of hire. Probationary employees shall have no seniority during the period of their probation, but at the expiration of such period they shall immediately accrue seniority from the date of hire.

Section 2

Layoffs within classification shall take effect as follows:

- a. Temporary employees;
- b. Probationary employees;
- c. Regular part-time employees;
- d. Employees in inverse order of seniority.
- e. In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority. In lieu of layoff, an affected employee may elect to displace any less senior employee in the bargaining unit in any lower job classification provided they are qualified. Such replaced employee may exercise the same right.

Section 3

Employees on layoff shall retain recall rights for a period equal to their length of continuous service, up to a maximum of two (2) years from the date of layoff. Recall shall be in order of seniority. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty not more than five (5) days after receipt of such notification. Time limit may be waived by agreement of the Town and the Union, in writing, for good cause.

Employees recalled to any classification shall return to the same status they held on the date of layoff in terms of pay rate within classification, vacation and sick leave accumulation, if any, seniority, and all other benefits. However, no seniority, leave time or other benefits shall accrue during the period of layoff. Employees shall have recall rights to any classification to which they had displacement rights under Section 2, as well as to their former classification. Employees who accept recall to a lower classification shall retain recall rights to their former classification for the balance of their recall period.

Section 4

Seniority shall be broken only by the following events: discharge for cause; retirement; resignation; layoff for more than the applicable recall period; failure to report for duty within five (5) calendar days after notification of recall (unless waived in accordance with preceding Section). Seniority accumulation shall be suspended (but not broken) during layoff or during long term leave of absence without pay (more than thirty (30) calendar days).

Section 5

Every permanent full-time employee in the bargaining unit whose services are terminated as a result of the elimination of their position is entitled to any unused vacation leave accrued.

Section 6

Except as otherwise specifically set forth in this Article, the term "layoff" means involuntary separation from employment because of lack of work, lack of funds, elimination of position, or other legitimate reasons. The term "layoff" shall not include demotion, nor cases where an employee is promoted but does not successfully complete the probationary period for the classification. Such an employee shall be returned to a position in their former classification, if at any time during the probationary period the Town determines he is not qualified for the new classification.

Section 7

- a. When a vacancy exists that the Town intends to fill or a new position is created within the bargaining unit, the employee within the unit with the most seniority shall be given the first opportunity to fill the position, provided the employee meets the requisite qualifications and has the ability to perform the work as determined by the Town Manager and Department Head. If the employee refuses, it shall go to the next senior employee who meets the above requirements.
- b. If a promoted employee proves to be unable to perform the work at any time within six (6) months, the employee shall be returned to a position in the former classification from which the employee came.
- c. If no employee in the bargaining unit is qualified, the provisions of this Section shall not apply.

Section 8

The Town shall prepare and maintain, subject to examination by Union representatives, a seniority list. This seniority list shall record the name, job title, work location and date of

hire of each employee in the bargaining unit, and arrange such information from the most senior to the least senior employee in the unit. The Union shall be provided with a copy of the seniority list on October 1st of each year.

ARTICLE XV **INSURANCE**

Section 1

The Town shall provide the following coverage, subject to the conditions herein to all bargaining unit employees:

a. **Dental benefits.**

Employees contributions (single dental benefits):

Effective July 1, 2023: 21%
Effective July 1, 2024: 21.5%
Effective July 1, 2025: 22%

In the event that the employee desires dependent coverage in addition to the single coverage, the employee shall be responsible for one hundred percent (100%) of the cost of such premium.

b. **Life Insurance** (paid for by the Town) and **Vision Coverage** (paid for by the employee).

c. **Employees contributions:**

For employees hired prior to July 1, 2014:

Effective July 1, 2023: 15%
Effective July 1, 2024: 16%
Effective July 1, 2025: 17%

All employees hired on or after July 1, 2014 or new to the bargaining unit after July 1, 2014:

Effective July 1, 2023: 18%
Effective July 1, 2024: 18.5%
Effective July 1, 2025: 19%

d. The Town shall provide for employee contributions to health benefits to be made on a pretax basis in accordance with Section 125 of the IRS Code.

e. The Town may change insurance carriers, provided that the plan is substantially

equivalent to or better than the current plan.

Summary of Plan

High Deductible Health Plan ("HDHP")

The HDHP shall have a combined \$2,000.00 single and \$4,000.00 family deductible for in-network and out-of-network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered medical services. Upon satisfaction of the deductible, prescriptions will be subject to a managed three tier drug rider with co-pays of \$5.00 Generic/\$25.00 Preferred Brand Name/\$40.00 Non-Preferred Brand Name (unlimited maximum) (mail order: 1x retail co-payment (generic); 2x retail co-payment (brand) for 31-to-90-day supply). Prescription drugs are subject to an in-network out of pocket maximum of \$1,000 for the individual and \$2,000 for the family.

Out of pocket maximum: in network \$3,000.00 for the individual and \$6,000.00 for the family, including the deductible and Rx copays.

Out of network medical services will be subject to an 80% plan/20% member coinsurance.

Out of pocket maximum: out of network \$4,000.00 for the individual and \$8,000.00 for the family, including the deductible and member coinsurance.

- Does not cover bariatric procedures
- Infertility benefits are subject to the state mandate limits
- Prior authorization is required for high cost diagnostics

The Town will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA") in year one (July 1, 2023 through June 30, 2024) of the contract, fifty percent (50%) in year two (July 1, 2024 through June 30, 2025) of the contract and fifty percent (50%) (in year three (July 1, 2025 through June 30, 2026) of the contract.

The Town's contribution toward the deductible will be deposited into the HSA accounts on or about July 1st annually (fifty percent (50%) of the Town's contribution toward the deductible) and on or about January 1st annually (the remaining fifty percent (50%) of the Town's contribution toward the deductible).

An employee shall receive a prorated contribution toward their HSA, if the employee: (a) is hired by the Town after the commencement of the applicable plan year; or (b) is new to the bargaining unit after the commencement of the applicable plan year; or (c) they elect health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30th of the applicable contract year.

The parties acknowledge that the Town's fifty percent (50%) contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment. The Town's contribution for employees who enroll in the HDHP mid-year will be pro-rated based on date of enrollment in the plan.

On an annual basis, in the event that the employee and their family members on the Town health insurance plan completes a health risk assessment and biometric screening, their premium share for the ensuing contract year shall be reduced by one percent (1%).

Accordingly, by way of example, in the event that the employee and their spouse and dependents complete a health risk assessment and biometric screening during a contract year, the employee will receive a one percent (1%) reduction in their premium share contribution for the subsequent contract year.

On July 1st of the subsequent contract year, the premium share set forth herein shall be in effect for the employee. Accordingly, the reduction in the premium share by one percent (1%) shall be based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein.

The information included on the assessment and from the screening will not be provided to the Town. The only information provided by the carrier to the Town is whether the assessment and screening were completed.

The health risk assessment shall be in accordance with the Anthem Preventive Care Program (or a similar program if a different health care provider is adopted by the Town).

Section 2

Any employee may elect to waive group medical coverage and receive additional annual compensation in lieu of said coverage. Each employee who waives group medical coverage must, on an annual basis, provide a signed, witnessed waiver form to the Town and written proof of health insurance coverage (including the period of coverage) under an insurance plan sponsored by an employer or entity that is not affiliated with the Town or its related entities and institutions.

As specified in IRS Section 125 which regulates qualifying events, an employee may re-enter the Town's group medical coverage in accordance with applicable insurance company procedures and policies. In such circumstances, the employee's waiver compensation as set forth above shall be prorated.

The amount of annual compensation the employee shall receive shall be one thousand five hundred dollars (\$1,500.00) for single coverage, two thousand dollars (\$2,000.00) for employee plus one coverage and two thousand five hundred dollars (\$2,500.00) for family

coverage.

The additional annual compensation shall be paid twice a year, the first pay period in June and December (the payment in June is for the period January through June and the payment in December is for the period July through December) of each calendar year. These payments shall continue until such time as the employee's employment with the Town ends for any reason; until their election to receive additional compensation is revoked in accordance with the procedure set forth below; or the employee is no longer covered by a health insurance plan sponsored by an employer or entity that is not affiliated with the Town or its related entities and institutions. Such additional waiver compensation shall not be considered part of the employee's annual salary or wages.

An employee who elects to receive additional annual compensation in lieu of group medical coverage should be aware a subsequent election to take the insurance coverage may subject them and/or their dependents to certain requirements and/or restrictions may include, but not limited to: carrier declining to provide any coverage to the employee and/or their dependents, carrier declining to provide any coverage for pre-existing conditions; carrier requiring employee and/or dependents to undergo medical tests, etc.

Section 3

The Town will provide and pay for a fifty thousand dollar (\$50,000.00) term life insurance policy, for each employee, with Accidental Death and Dismemberment coverage in the principal sum. If allowed by the policy, additional life insurance coverage may be purchased and paid for by the employee as allowed by the insurance carrier.

Section 4

The Town shall provide and pay for health insurance the employee has at the time of retirement subject to the following:

- a. Employee must have fifteen (15) years of service with the Town.
- b. Employee must be at least sixty-two (62) years of age.
- c. The Town will provide the coverage until the employee becomes eligible for Medicare (age sixty-five (65)).
- d. Employee may continue to carry coverage for their spouse, however, the premium for the spouse will be paid by the employee.

An employee either hired by the Town or new to the bargaining unit after July 1, 2014 shall not be eligible for the benefits set forth under Article XIV, Section 4.

ARTICLE XVI

PENSION

Section 1

Following each quarter of the fiscal year, the Town will pay seven percent (7%) of the salary earned during the quarter of each current participant into the group pension fund. The existing Town Pension Plan remains in effect.

Section 2 - Deferred Compensation

- a. For employees hired by the Town for a bargaining unit position covered by this Agreement prior to July 1, 2020, the Town, if permitted by law, will contribute to the Plan up to a maximum of four and one-half (4.5%) of the full-time employee's compensation for the plan year if the full-time employee contributed seven percent (7%) of their compensation into the Plan during the plan year on a before-tax basis. Or, the Town, if allowed by law, will contribute to the Plan fifty percent (50%) of the dollar amount contributed by the full-time employee into the Plan during the plan year if the full-time employee contributed less than seven percent (7%) of their compensation into the Plan during the plan year. Or if the full-time employee contributed ten percent (10%) of their compensation into the Plan during the plan year, the Town, if allowed by law, will contribute to the Plan five percent (5%) of the full-time employee's compensation for the Plan Year.

For employees hired by the Town for a bargaining unit position covered by this Agreement on or after July 1, 2020, the Town, if permitted by law, will contribute to the Plan a match of fifty percent (50%) of the full-time employee's contributed to a maximum of fifty percent (50%) of a ten percent (10%) contribution in each Plan Year.

- b. The Town's matching contribution under section 3.11(a) will be made into the full-time employee's elective deferral account at the end of the Plan Year. If the full-time employee leaves the Town's employ during the plan year, they shall forfeit the Town's matching contribution for that plan year.
- c. The Town's matching contribution can be adjusted, from time to time, as approved by the Town's Board of Selectmen. However, if there is an adjustment, such adjustment must be negotiated with the Union.
- d. "Full-time employee" means an employee who normally worked thirty-six (36) hours or more per week for the Town during the plan year and who is a participant during the plan year.

- e. A full-time employee shall be one hundred percent (100%) vested in any Town matching contributions, which are made into their elective deferral account, subject to the forfeiture provided under Section 3.11(b).

ARTICLE XVII

EDUCATION AND TRAINING

Section 1

Any employee who successfully completes a job related educational or vocational course (previously approved, in writing, by the Town Manager) and receives a grade of C or better (or a pass in a pass/fail course) shall be reimbursed fifty percent (50%) of the cost of the tuition incurred by such employee.

Consequently, in order to be eligible for the reimbursement set forth herein, prior to taking a job related educational or vocational course, it must be approved, in writing, in advance by the Town Manager.

ARTICLE XVIII

DISCIPLINARY PROCEDURE

Section 1

An employee who has completed their probationary period shall not be discharged, reduced in rank or compensation, suspended without pay or disciplined in any other manner except for just cause.

- a. Disciplinary actions shall be for just cause and shall be applied in a fair manner and shall not be inconsistent with the infraction for which disciplinary action is being applied.
- b. Disciplinary actions shall include:
 - A verbal warning;
 - A written warning;
 - Suspension without pay;
 - Discharge.

And normally follow this order, depending on the seriousness of the alleged infraction.

- c. All suspensions and discharges must be for just cause, in writing with reasons stated and a copy given to the employee and the Union within twenty-four (24) hours of suspension or discharge.

- d. An employee who is being interviewed concerning an incident which may subject the employee to disciplinary action, shall be informed of their rights to have a Union Steward (unless steward involved) present prior to the start of the meeting. If the employee decides during an interview he needs a representative, the meeting will come to a close until the Union representative can be present.
- e. Whenever it becomes necessary to discipline an employee, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee.
- f. All verbal and written warnings will be sealed and not used in any disciplinary proceedings after two (2) years from the date of the specific incident, provided no additional infractions have occurred since the date of the specific incident.
- g. Verbal warnings shall not be subject to arbitration under the grievance and arbitration procedure.

ARTICLE XIX

DURATION

Section 1

This Agreement contains the full agreement between the parties on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether covered or not covered herein, during the term hereof.

Section 2

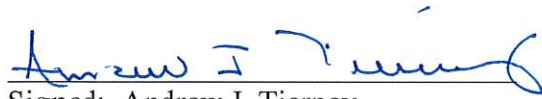
This contract shall be in full force and effect from July 1, 2023 to June 30, 2026 and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. Wage increases and other changes which bear an effective date prior to the execution of this Agreement shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after the execution of this Agreement.

Section 3

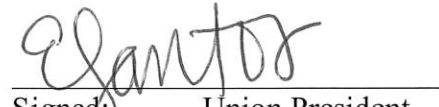
Between the first day of January and the first day of April, 2026 either party may notify the other that it wishes to amend or modify the existing contract. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 19TH day of June, 2023.

TOWN OF HEBRON


Signed: Andrew J. Tierney
Town Manager

**HEBRON TOWN SUPERVISORS
UNION LOCAL 818
AFSCME COUNCIL 4, AFL-CIO**


Signed: Union President


Signed: Tricia Santos
Staff Representative
Connecticut Council 4
AFSCME, AFL-CIO

SCHEDULE A
WAGES

Effective July 1, 2023: 3.0% general wage increase

ASSESSOR	\$48.79 per hour
REVENUE COLLECTOR	\$40.48 per hour
PARKS AND RECREATION PROGRAM SUPERVISOR I	\$29.76 per hour
PARKS AND RECREATION PROGRAM SUPERVISOR II	\$24.11 per hour

Effective July 1, 2024: 2.50% general wage increase

ASSESSOR	\$50.01 per hour
REVENUE COLLECTOR	\$41.49 per hour
PARKS AND RECREATION PROGRAM SUPERVISOR I	\$30.50 per hour
PARKS AND RECREATION PROGRAM SUPERVISOR II	\$24.71 per hour

Effective July 1, 2025: 2.50% general wage increase

ASSESSOR	\$51.26 per hour
REVENUE COLLECTOR	\$42.53 per hour
PARKS AND RECREATION PROGRAM SUPERVISOR I	\$31.26 per hour
PARKS AND RECREATION PROGRAM SUPERVISOR II	\$25.33 per hour

For the positions of Assessor and Revenue Collector, the Town may hire applicants at eighty-five percent (85%) to one hundred percent (100%) of the negotiated salary for the position.

If an employee is hired at less than one hundred percent (100%) of the negotiated salary for the position, on the employee's first (1st) year anniversary date in the position, such salary shall be increased to a figure that is halfway between the negotiated salary for the

position and the employee's current salary.

On the employee's second (2nd) year anniversary date in the position, such salary shall increase to one hundred (100%) of the negotiated salary for the position.

For the position of Parks and Recreation Program Supervisor I and II, the Town may hire applicants at ninety percent (90%) to one hundred (100%) of the negotiated salary for the position.

If an employee is hired at less than one hundred percent (100%) of the negotiated salary for the position, on the employee's first (1st) year anniversary date in the position, such salary shall be increased to a figure that is halfway between the negotiated salary for the position and the employee's current salary.

On the employee's second (2nd) year anniversary date in the position, such salary shall increase to one hundred (100%) of the negotiated salary for the position.

The Town may hire a new employee for any of the aforementioned positions at up to one hundred percent (100%) of the wage rate for the position when in the judgment of the Town Manager the employee's qualifications justify the higher starting wage rate.