

**WORKING AGREEMENT**

**BETWEEN**

**THE TOWN OF GROTON**

**AND**

**LOCAL 3539, COUNCIL #4 AFSCME AFL-CIO  
GROTON EMPLOYEE ADMINISTRATIVE & TECHNICAL SPECIALISTS**

**JULY 1, 2022 - JUNE 30, 2025**

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## **AGREEMENT**

**THIS AGREEMENT**, is entered into by and between the Town of Groton (hereinafter referred to as the "Town" or "Employer") and the Groton Employee Administrative & Technical Specialists ("GrEATS") Local 3539, Council #4 AFSCME, AFL-CIO (hereinafter referred to as the "Union" or the "Association").

## **PREAMBLE**

**WHEREAS**, and in accordance with provisions of the General Statutes of the State of Connecticut, the parties to this Agreement desire to establish and maintain a state of mutual understanding and cooperation and harmonious relations with respect to the needs and desires and responsibilities of both parties concerned, and,

**WHEREAS**, it is agreed by both parties that the following agreement represents most accurately the needs, desires and responsibilities of both parties;

**THEREFORE** the parties mutually covenant and agree as follows:

## **ARTICLE 1 - RECOGNITION**

- 1.1 The Town recognizes the Union as the exclusive bargaining representative for the employees in the professional, technical and clerical classifications listed in Attachment A excluding temporary, seasonal and part-time employees working less than twenty (20) hours per week.

Additional non-supervisory positions may be included by mutual agreement of the parties or by certification by the State Board of Labor Relations. The wage or salary level for new or additional positions shall be established by the Town utilizing whenever possible existing pay levels.

- 1.2 Temporary employees hired into a bargaining unit position to supplement the regular work force or to fill a vacant position shall be limited to a total of five (5) months within a calendar year and paid at the bargaining unit pay scale.

If the temporary employee is hired into a bargaining unit position to fill a vacancy created by an employee on authorized leave, there shall be no time limit or pay-scale limits.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.1 A. to reprimand, suspend, discharge or otherwise discipline employees for just cause;

- B. to determine the number of employees to be employed;
- C. to hire employees, determine their qualifications and assign and direct their work;
- D. \*to promote, demote, transfer, lay off, and recall to work employees;
- E. to set the services to be rendered;
- F. to maintain the efficiency of operations;
- G. \*to determine the personnel, methods, means, and facilities by which operations are conducted;
- H. \*to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service;
- I. \*to control and regulate the use of machinery, facilities, equipment and other property of the Town;
- J. \*to introduce new or improved production, service, distribution, and maintenance methods, materials, machinery, and equipment;
- K. \*to issue, amend and revise policies, rules, and regulations provided they are made known to employees in a reasonable manner; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Town and direct the Town's employees;
- L. the Town's failure to exercise any right, prerogative, or function hereby reserved to it, or the Town's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Town's right to exercise such right, prerogative, or function or to preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement;
- M. to determine and interpret job descriptions;
- N. to determine the number, location, and operation of departments, divisions, or any other units of the Town.

\*These management rights authorize the Town to act with respect to a term or condition of employment provided the Town will, upon demand by the Union, be required to negotiate the impact of its decision.

### **ARTICLE 3 - UNION RIGHTS**

#### **3.1 UNION MEMBERSHIP AND CHECKOFF/DUES DEDUCTION**

- A. Upon receipt by the Town of a checkoff authorization form, dated and voluntarily executed by an employee, the Town agrees to deduct Union membership dues/agency fees from the first two (2) pay periods of each month from those employees who individually and in writing authorize such deductions.

- B. The Town shall within ten (10) working days turn over said monies so collected and a listing of those employees contributing to Local 3539, Council #4, AFSCME, AFL-CIO, or to such duly authorized officer of the Union as may be designated in writing by the Union.
- C. The Union agrees to indemnify and save the Employer harmless from and against any and all claims, demands, suits, grievances or other forms of liability that may arise out of or by reason of any action or inaction taken by the Employer for the purpose of complying with any provision of this section, including reasonable attorney's fees and costs.

### 3.2 REGULATION OF ASSOCIATION ACTIVITY

- A. Association representatives, without loss of pay, during scheduled work hours shall, except as otherwise provided in the CBA, restrict their activities to the receipt and investigation of grievances within their respective divisions, participation in the grievance procedure, labor/management meetings and the negotiation of contracts. Representatives shall be allowed a reasonable amount of time for these purposes. Other Association activity such as meetings shall be held after normal working hours.

Up to three (3) representatives of the Union shall be recognized by the Town for the purpose of negotiations or any other issues arising out of the interpretation or application of this agreement or any renegotiations thereof. Additional employees may attend negotiations during working hours but must charge such time to the Section 3.2C aggregate by using the authorized form (Attachment F).

Representatives, during scheduled working hours shall restrict their activities to those specified above; and no more than two (2) such representatives shall be granted leave from duty with pay, during scheduled working hours, for any meeting between the Union and Town concerning any other subject covered by this section.

- B. Association representatives, before absenting themselves from work, for the purposes specified in Articles 3 and 7, shall request permission, in writing, with a copy to Human Resources on the authorized form (Attachment F), from their Department Head/Division Head (first level outside of bargaining unit) who shall be notified when they leave and upon their return. If permission is denied, the Department/Division Head will advise the representative of the reasons for denying the request and make provision for an alternative date and time. If approved, the employee shall notify his/her direct supervisor when he/she leaves and upon his/her return. The determination by the Department/Division Head of whether it is in the best interest of the department to release the employee from work at a particular time for the activity specified above, shall not be a subject to the grievance procedure, provided said permission is granted within a reasonable period of time after the request was made.
- C. Association officials shall be allowed, with the approval of their Department Head, in writing, with a copy to Human Resources on the authorized form (Attachment F), time off to attend Union conferences and meetings. Association officials shall be allowed an aggregate sixty (60) hours per fiscal year of paid union leave.

- D. A Union Staff Representative, upon notification to the Department Head, will have reasonable access to the premises of the Town during working hours and to the offices of the Town.

### 3.3 BULLETIN BOARDS

The Town hereby agrees that the Association may erect and maintain bulletin boards, the size, shape and appearance and location of which shall be satisfactory to both the Town and the Association for the sole purpose of posting notices of Association activities. Where the Town deems it practical and feasible and it is mutually agreeable by the Association, bulletin boards used presently by the Town may be used for Association business. The Town Manager shall be furnished in advance with a copy of notices to be posted. The Union may post, on existing bulletin boards provided by the Town for the posting of notices by individual employees, notices concerning legitimate Union business. Notices posted shall be dated and authorized by the Union and shall not be derogatory, defamatory or scurrilous in character.

## **ARTICLE 4 - STRIKES AND LOCKOUTS**

- 4.1 During the term of this agreement, there shall be no lockouts on the part of the Town and no strikes, slow-downs or stoppages of work on the part of the Employees, and the Association agrees that neither it nor any Association officers or representatives will call, instigate, authorize or ratify any strike, slow-down, or stoppage of work against the Town.
- 4.2 Employees will undertake to carry out properly and safely any work assignment given to them. In the event any grievance arises over the propriety of the assignment of the work, or from any other cause, the work will be performed properly and safely by the employee without interruption and the employee shall have the right to have the grievance disposed of in accordance with the grievance procedure established herein.

## **ARTICLE 5 - MAINTENANCE OF PRIVILEGES AND ALTERATION OF AGREEMENT**

- 5.1 It is mutually agreed that any and all privileges enjoyed by the parties prior to this agreement shall remain in effect unless specifically revised, altered or modified by this agreement.
- 5.2 Any agreement or understanding between the parties regarding the interpretation or application of any provision of this agreement or any collateral agreements, understandings or commitments arising out of these contract negotiations, and amendments or agreements reached pursuant to Section 5.3 below shall not be binding on either party unless reduced to writing and mutually agreed upon.
- 5.3 Nothing herein shall preclude the parties from agreeing to discuss issues of mutual concern during the term of this agreement. Such discussions regarding issues of mutual concern shall not be deemed interim bargaining under the Municipal Employees Relations Act (M.E.R.A). The parties may present proposals. However, nothing herein shall require either party to agree to any particular proposal of either party. The only obligation of the parties is to discuss the proposals of the other party. If agreement is reached, it shall be reduced in writing and the working agreement amended in accordance with Section 5.2. Nothing herein shall be construed to limit either party's rights under M.E.R.A. to interim or mid-term

bargaining over unilateral changes to mandatory subjects of bargaining, and/or the impacts of same.

## **ARTICLE 6 – RESERVED FOR FUTURE USE**

## **ARTICLE 7 - GRIEVANCES**

7.1 Definition. For the purpose of this agreement, the word "Grievance" shall mean a disagreement resulting from the imposition of disciplinary action of a written warning or greater, or a complaint resulting from the application, meaning or interpretation, or alleged violation of the provisions of this agreement. An employee receiving discipline of less than a written warning may file a written rebuttal with Human Resources for inclusion in his/her personnel file and may also request a meeting with the Director of Human Resources to discuss the discipline.

7.2 Association Representatives. When used in the grievance procedure, "Association Representative" shall mean the duly elected Association Representative of the aggrieved employee or an Association Officer. However, Association representation during the grievance procedure, unless otherwise specified, shall be limited to no more than one (1) Association Representative.

It shall be the responsibility of the Association to advise the Town, in writing, of the duly elected representatives.

7.3 Grievance Procedure.

A. Purpose. The purpose of this procedure is to resolve any grievance at the lowest possible administrative level as quickly as possible. If a resolution is not reached, only the Union President or Association Representative may file a written grievance.

B. Procedure. Grievances shall be settled in accordance with the following procedure.

### **STEP 1**

The Union President or an Association Representative shall present the complaint, in writing, to the Department/Division Head (i.e., first supervisory level outside of bargaining unit) within fifteen (15) working days after its occurrence or from when the employee became aware of the action(s) giving rise to the complaint. The Department/Division Head will discuss the complaint with the employee and Union President or Association Representative in an attempt to resolve it.

The Department/Division Head shall respond in writing to the Union President, Association Representative, if he/she participated in the discussion, and Human Resources within five (5) working days following presentation of the dispute.

### **STEP 2**

If no agreement is reached at Step 1, the Association may within five (5) working days from the notification submit the written grievance to the appropriate Department Head unless the response in Step 1 was made by the Department Head, in which

case the grievance shall be submitted to the Director of Human Resources or his/her designee in accordance with Step 3 of the grievance procedure.

The Department Head shall hold a meeting with the grievant and Association Representative within ten (10) working days from receipt of the grievance. If the grievance is not resolved at the meeting, the Department Head shall provide the Association and the employee with a written explanation within five (5) working days.

### **STEP 3**

If the Association is not satisfied with the explanation in Step 2, the grievance may be submitted to the Director of Human Resources or his/her designee within five (5) working days from the receipt of the answer. The Director of Human Resources or his/her designee shall conduct a meeting within ten (10) working days after receipt of the grievance. The Union Staff Representative/Consultant may be present at the meeting along with an Association Officer, the grievant and his/her Association Representative. Witnesses will be made available as required. A written decision shall be given to the grievant, Union Staff Representative and Association President within five (5) working days from the meeting.

### **STEP 4**

The mediation services of the State Board of Mediation and Arbitration may be used after Step 3 provided both parties mutually agree. A request for mediation services shall be filed with the Board within thirty (30) calendar days after receipt of the written decision of the Director of Human Resources or designee.

### **STEP 5**

Arbitration Appeal Procedure. Any grievance as defined in Section 7.1 of this Agreement that has been processed through the grievance procedure set forth in Section 7.3 of this Agreement, and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Employer and the Connecticut State Board of Mediation and Arbitration with a written notice of its intent to appeal within thirty (30) calendar days after receipt of the written answer of the Director of Human Resources or his/her designee, at Step 3 of the grievance procedure or the conclusion of mediation at Step 4, as set forth in Section 7.3 of this Agreement. The parties may, upon mutual agreement, utilize the expedited arbitration procedures of the Connecticut State Board of Mediation and Arbitration.

Notwithstanding the language above, within thirty (30) calendar days after the Union has filed for arbitration with the Connecticut State Board of Mediation and Arbitration, the Town may, in its sole discretion, notify the Union that it wants the matter transferred to the American Arbitration Association and the Town shall submit a demand for arbitration under the rules of the American Arbitration Association. The fees of the American Arbitration Association and fees and expenses of the arbitrator shall be born solely by the employer; otherwise, each party shall bear its own arbitration expense. The parties agree to select M. Jackson Weber, Joseph Celentano or Gerald Weiner, in rotating order, in all AAA cases. In the event that a named arbitrator no longer participates on the AAA panel, the parties will mutually agree to a substitute arbitrator as a replacement in the rotation.

- C. The Association retains the sole right to determine which grievances are submitted to arbitration and the right to have a representative present at all hearings who shall



have the full authority to reject or approve any settlement agreements that might infringe upon contractual rights in the collective bargaining agreement or such other rights as the Association might have.

- D. The Association representative and the Union President (or his designee) as well as aggrieved employee(s) participating in the settlement of a dispute, shall be paid at their normal pay rate by the Town during normal working hours. Any employee who is under an unpaid suspension during the arbitration of his grievance shall not receive compensation from the Town.
- E. The Association shall have the right to file grievances on behalf of any and all employees through the grievance procedure.

7.4 Written Presentation. All grievances presented shall be numbered, dated, and shall set forth the facts giving rise to the grievance as noted in 7.1 and 7.3 Step 1; the provision(s) of the Agreement, if any, alleged to have been violated; the names of the aggrieved employee(s); and the remedy sought by the Union. All grievances shall be signed and dated by the aggrieved employee and/or his/her Local Union Representative. All written answers submitted by the Employer shall be signed and dated by the appropriate Employer representative. The failure of the Employer, at any step of this procedure, to respond in a timely manner shall be deemed a denial of the grievance as of the last day upon which the Town should have provided a written response. The time limitations set forth in Article 7 may be extended only by mutual agreement of the Town and Union in writing.

7.5 Jurisdiction. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Town. He/She shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Town. The arbitrator shall not have jurisdiction to hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union.

## **ARTICLE 8 – RESERVED FOR FUTURE USE**

## **ARTICLE 9 – RESERVED FOR FUTURE USE**

## **ARTICLE 10 – COMPENSATION**

10.1 Employees covered by this agreement shall be paid in accordance with the pay plans contained in Attachments B and C which incorporates the following agreed upon annual increases and effective dates.

2022-2023	2.50% (Retroactive to July 1, 2022)
2023-2024	2.75%
2024-2025	2.75%

The effective date of annual increases shall be July 1st.

- 10.2 Direct Deposit. Employees covered by this agreement will be paid by direct deposit to the employee's designated bank account.
- 10.3 Pay Plan. The pay plan shall consist of a starting rate and seven (7) two percent (2%) steps for a maximum of eight (8) steps.
- 10.4 Reductions in Pay. The wage rates or salaries for any classification covered by this agreement shall not be reduced except by the mutual consent of the Town and the Association.
- 10.5 Starting Rate. Generally, new employees shall begin work at the starting step of the classification. However, with the permission of the Town Manager an employee may start at a higher step if their experience substantially exceeds the requirements of the position.
- 10.6 Promotions/Reclassifications. Employees promoted or reclassified to a higher paying classification shall be placed in the starting step of the new classification or the first step which is equal to or exceeds the next higher step in their previous classification.

However, if an employee is promoted within sixty (60) days of a scheduled step and the step in which they would be placed in accordance with the above paragraph does not exceed the next higher step in their previous classification they shall receive an additional step.

- 10.7 Step Increases. Employees not at the top step of their classification shall advance one (1) step on the pay plan upon completion of one (1) full year's service in their current step, until they reach the top of their classification. Step advancements shall be contingent on satisfactory performance which shall be defined as a performance rating Meets Standard or Above Standard as specified in Article 12.

If a performance evaluation is not completed within fifteen (15) calendar days of the employee's classification date, the employee shall advance to the next step, if applicable. This shall not prevent the Town from completing an evaluation at a later date. However, said evaluation shall not rescind the step advancement. For purposes of this section, completion shall mean a completed performance evaluation form having been given to the employee.

The step increase is effective as of the date of the employee's classification anniversary.

- 10.8 Work In Higher Classification. Whenever an employee is assigned in writing to work in a classification that is higher than the employee's permanent position in the Classified Service on a full-time basis which is normally performed by an employee in a higher classification, the employee shall receive an additional four percent (4%) for all such work in excess of the employee's normal work day.
- 10.9 Timekeeping. All bargaining unit employees shall be required to utilize the system then in place for recording time in and time out of work each day.
- A. No employee shall, without the prior approval of their supervisor, punch in more than seven and one-half (7.5) minutes prior to the start of his/her normal shift or out more than seven and one-half (7.5) minutes after the end of his/her normal shift.

- B. All overtime work other than an emergency situation shall require prior authorization of a supervisor.
- C. Employees punching in more than seven and one-half (7.5) minutes after their normal starting time shall be docked their regular rate of pay rounded to the nearest one-quarter (1/4) hour. Employees working approved overtime exceeding seven and one-half (7.5) minutes beyond the end of their normal schedule shall be compensated at the applicable rate rounded to the nearest quarter hour.

Employees shall have the option to use casual time if they are late due to an emergency or unforeseen situation beyond the control of the employee.

However, employees who consistently report for work after their normal starting time may be subject to disciplinary action.

- D. Employees who have punched out at the end of a shift will be deemed to have completed the shift for purposes of minimum call backs as provided in this agreement.
- E. Employees must punch only for themselves. Punching for another employee shall be subject to disciplinary action, up to and including termination from employment.
- F. Employees will be required to record the amount of time taken for lunch i.e., one-half (½) hour, one (1) hour, etc.
- G. Employees, with the prior approval of their Supervisor, attending meetings or conferences at locations other than their normal place of work shall not be required to punch in and/or out, but shall be required to record manually the actual time they reported for and/or left work.
- H. Employees scheduled to perform work at the beginning or end of the work day at locations other than their normal place of work shall not be required to punch in and/or out, but shall be required to record manually the actual time they reported for and/or left work.

## **ARTICLE 11 - RECLASSIFICATIONS**

- 11.1 If either party believes a position is improperly classified, they shall notify the other party in writing of the reasons they are requesting a change in classification. The parties shall meet and discuss the issue as provided in Article 5, Section 5.3. If no agreement is reached, the position shall remain in its current classification for the duration of the agreement.
- 11.2 An individual reclassified under the provisions of this Article to a higher paying classification shall be placed on the first step of the higher classification which is equal to or exceeds the next step in their current classification. The employee's increment date shall be adjusted to reflect the effective date of appointment to the higher classification.

## ARTICLE 12 - PERFORMANCE EVALUATIONS AND PROCEDURES

- 12.1 Performance Standards. The job performance of all bargaining unit employees shall be evaluated on an annual basis on their classification date in accordance with the procedures contained below.

RATING	DESCRIPTION
BELOW STANDARD	Performance below acceptable standards for the position. Specific areas requiring improvement must be documented and an improvement plan developed.
MEETS STANDARD	Performance meets standards for the position.
ABOVE STANDARD	Performance consistently above the standards for the position. Specific examples of above standard performance must be documented.

- 12.2 The Town will make every effort to maintain uniform evaluation standards. Performance ratings shall not be grievable beyond Step 3 of the grievance procedure. However, the withholding of a step increase or the imposition of other disciplinary action resulting from a performance evaluation shall be fully grievable.

12.3 Probationary Employees:

- A. Employees initially appointed to a position in the classified service shall serve a nine (9) month probationary period. Employees previously passing probationary period but appointed, promoted or recalled to another position shall serve a six (6) month probationary period prior to appointment to the position as a regular employee. Regular appointment shall be contingent upon satisfactory completion of probationary period. The job performance of a probationary employee shall be evaluated using the procedure and format established for evaluating regular employees. The following provisions shall apply to probationary employees.
- B. During the probationary period employees shall be evaluated after three (3) months and again two (2) weeks prior to the end of the probationary period.
  1. Employees receiving an overall performance evaluation of **Below Standard** after the three (3) month evaluation shall be notified in writing that unless their performance improves, the following will occur: in the case of a promotion, an employee shall be returned to his/her prior position; in the case of a new hire, the employee may be separated from employment.
    - a. The supervisor conducting the evaluation shall meet with the employee and discuss the area(s) needing improvement and establish in writing specific goals/objectives that the employee must meet. The Department Head shall be notified and a meeting scheduled in thirty (30) days to review the employee's progress.
    - b. If, after this meeting, the employee's performance still is **Below Standard**, the employee shall be notified in writing that unless his/her

job performance improves within the next thirty (30) days, he/she will be terminated or returned to their prior position.

- c. If, after the next evaluation, the performance remains **Below Standard**, the employee may be terminated upon proper notification and filing with the Town Manager a statement containing reasons for the dismissal.
- 2. For probationary employees whose performance is marginal, the Department Head may recommend to the Director of Human Resources that the probationary period be extended for an additional period up to three (3) months. If the extension is granted; however, the employee will be evaluated after thirty (30) days. If such, evaluation does not indicate satisfactory overall performance of **Meets Standard** or **Above Standard**, he/she shall be dismissed.
- 3. Employees receiving a satisfactory performance evaluation of **Meets Standard** or **Above Standard** shall be evaluated again two (2) weeks prior to the end of the probationary period and upon a satisfactory rating, appointed to the position on a regular basis. While no formal evaluation is required in the interim between the three (3) month and final evaluation, supervisors are encouraged to meet with probationary employees to review their performance on a regular basis.
- C. Regular appointment shall be based upon performance during the entire period as measured in the final evaluation conducted two (2) weeks prior to the end of the probationary period.
- D. The discipline and/or discharge, *with and/or without cause*, of an employee who is in probationary status shall not be a violation of this Agreement and/or subject to the grievance and/or arbitration provisions of this Agreement.

#### 12.4 Regular Employees:

- A. Regular employees shall be evaluated annually on their increment (classification) date beginning with a verbal discussion between the employee and the Supervisor if the employee requests the same prior to the evaluation date.
- B. Written evaluations shall be conducted by the employee's Department Head or designee after the verbal discussion, if any. However, the Department Head shall make the final determination of the rating when the initial evaluation is conducted by a member of the same bargaining unit.
- C. Performance ratings shall be documented on the forms provided and based on the standards and factors contained therein. Departments may include departmental objectives and factors.
- D. Each employee shall be issued an overall performance rating. An overall rating of **Meets Standard** or **Above Standard** shall be required in order to be granted a step increase.

In addition to ratings in the various performance categories, the evaluation must include a narrative describing the employees overall performance, including:

A description of the employee's strengths, areas needing improvement and steps for improvement.

An assessment of the employee's improvement or lack of improvement from the previous evaluation.

- E. The Supervisor/Department Head shall meet and discuss the evaluation with the employee. The discussion shall include a review of areas needing improvement and specific standards/objectives that were not met.
- F. Employees may, in accordance with Article 12 Section 4, appeal their performance rating to the Department Head, or if the rating was conducted by the Department Head, directly to the Director of Human Resources. Review of the performance rating shall be limited to whether the rating was arbitrary, discriminatory or based on factors not related to the employee's actual performance. The employee shall be afforded the opportunity to present information relating to these standards. However, general disagreement with the rating shall not be a basis for appeal. Provisions will be made for employees to indicate their disagreement with the rating and this will be kept with the evaluation forms. Final determination of rating shall be with the Supervisor except as provided in this section.
- G. Employees receiving a performance rating of Below Standard shall be reevaluated in three (3) months. If performance still is Below Standard, disciplinary action may be imposed for unacceptable job performance. Performance shall continue to be evaluated in three (3) month intervals until the next annual performance rating. Employees who have received a rating of Below Standard shall not be eligible for a step increase until they receive a rating of Meets Standards or higher for two (2) consecutive evaluation periods. The step increase shall not be retroactive. The employee's classification date will not change for the purpose of future step eligibility.
- H. The Town will make every effort to maintain uniform evaluation standards. Performance ratings shall not be grievable beyond Step 3 of the grievance procedure. However, the withholding of a step increase or the imposition of other disciplinary action resulting from a performance evaluation shall be fully grievable.

### **ARTICLE 13 - SALARIED EMPLOYEES**

- 13.1 The Employer, the Employees and the Union agree that those Employees designated as salaried exempt in Attachment "A" perform as executive, administrative and/or professional employees and as such are expressly exempted by the Fair Labor Standards Act and related state laws from the requirement of paid overtime.

Employees may be required to regularly engage in activities necessitated by their classification outside normal business hours; i.e., evening meetings, emergencies, etc. Salaried employees shall be required to record actual hours worked. Employees designated as salaried exempt in Attachment A shall not be eligible for overtime payments. Salaried employees shall, as part of their normal responsibilities:

Respond to emergency situations,  
Attend meetings outside of their normal work schedule, and  
Perform all duties required to carry out the responsibilities of their position.

- 13.2 A. The normal work week shall be five (5) consecutive days Monday through Friday, between the hours of 7:00 a.m. and 5:30 p.m., with a minimum lunch period of one-half (½) hour. Employees scheduled for thirty-five (35) hours per week shall generally be required to work seven (7) hours per day excluding lunch. Employees scheduled for forty (40) hours per week shall generally be required to work eight (8) hours per day excluding lunch. No salaried employee shall be scheduled on a regular basis for more than forty (40) hours per week without the mutual consent of the Town and the Association.
- B. Information Technology Services. Work schedules for salaried employees may by mutual agreement between the employee and the Town be established between 7:00 a.m. and 9:00 p.m. Monday through Friday. In addition, employees on a rotating basis may perform back-up and maintenance operations on evenings and weekends.
- C. Human Services Department. Schedules may on a voluntary basis and with the prior approval of the Supervisor be established Monday through Friday between the hours of 7:30 a.m. and 9:00 p.m. with a minimum lunch of one-half (1/2) hour. Weekend and evening hours may be included at the request of the employee. Approval of the Supervisor shall be based on the needs of the department.
- D. Library (Audio/Visual Division). The employee shall have a normal work week consisting of forty (40) hours. Notwithstanding anything to the contrary in the agreement and subject to the approval of the supervisor, the employee will schedule evening and/or weekend hours, as part of the normal schedule, in order to meet the needs of the public.
- E. Parks and Recreation. Subject to the prior written approval of the Department Head, the employee may schedule evening and weekend hours, as part of the normal schedule in order to meet the needs of the Town.
- 13.3 Compensatory Time Off. Salaried employees consistently working beyond their normal work schedule may, with the approval of the Department Head, be granted compensatory time off. There shall be no carry over or payment of unused compensatory time.

#### **ARTICLE 14 - HOURLY EMPLOYEES**

- 14.1 A. Hours of Employment. The practice of the parties concerning hours of work for bargaining unit employees in effect at the time of implementation of the contract may be changed, consistent with the operational needs of the Town and the employee's need and with the mutual written agreement of the Town and the Union.
- B. Work Week. The regular work week shall consist of five (5) consecutive days, Monday through Friday and shall consist of between thirty-five (35) and forty (40) hours of work within the work week.

- C. Work Day. The regular work day shall consist of either a consecutive seven (7), seven and one-half (7.5) or eight (8) hours, excluding the meal period, scheduled within the hours of seven (7:00) a.m. to five-thirty (5:30) p.m. in a work day.
- D. Meal Period. There shall be a one-half (1/2) hour or one (1) hour unpaid meal period during the course of a regular work day.

14.2 Employees of the Human Services Department, subject to the approval of the Supervisor, may schedule evening or weekend hours in order to meet the needs of the public. In no event shall the employee work more than the normal seven (7) hours in any one (1) day or thirty-five (35) hours in any one (1) week without the written consent of the supervisor. However, the regular work day remains at seven (7) hours, and the regular work week remains at 35 hours.

14.3 Library.  
Monday - Thursday 9:00 a.m. - 9:00 p.m.  
Friday 9:00 a.m. - 5:30 p.m.  
Saturday 9:00 a.m. - 5:00 p.m.

However, library personnel will not be scheduled for more than thirty-five (35) hours per week, nor shall library personnel be scheduled to work unless they agree for more than five (5) days per week. Employees required to work without their agreement for more than five (5) days per week shall be compensated at time and one-half (1 ½) for all hours worked on the sixth day.

14.4 Parks and Recreation. Based on department need and by mutual agreement between the Program Assistant (Rec) and the Senior Center Supervisor:

In lieu of hours required to be worked for the supervision of evening and/or weekend programs, the affected employee may choose, with the written consent of the Supervisor, to work an equivalent number of hours shorter workday that same day or the following day. In no event shall the employee work more than the normal seven (7) hours in any one (1) day or thirty-five (35) hours in any one (1) week without the written consent of the supervisor. However, the regular work day remains at seven (7) hours, and the regular work week remains at thirty-five (35) hours.

## **ARTICLE 15 - OVERTIME**

15.1 It is mutually understood and agreed upon that overtime for hourly paid employees shall be calculated in the following manner.

- A. Employees scheduled for forty (40) hours per week shall be paid time and one-half (1 ½) for any and all hours above forty (40) per week or above eight (8) hours per day and worked outside of the normal schedule as specified in Section 14.1.
- B. Employees assigned to a thirty-five (35) hour per week schedule shall be paid at straight time until the forty (40) hour limit is reached and time and one-half (1 ½) paid thereafter.



- C. Weekends. Pay time and one-half (1 ½) on Saturdays and double time for Sundays for any hours over forty (40) hours per week except when Saturday or Sunday is part of the normal work schedule.
- D. Compensatory Time. The Town may offer compensatory time off in lieu of overtime payments (i.e., the premium rate). Employees shall be allowed to accrue up to a maximum of two hundred forty (240) hours which represents not more than one hundred sixty (160) hours of actual overtime worked. (If the work of an employee for which compensatory time may be offered includes work in a public safety activity, an emergency response activity or a seasonal activity, the employee engaged in such work may accrue not more than four hundred eighty (480) hours of compensatory time for hours worked.)

If the employee rejects the offer of compensatory time off, the employer is not compelled to provide paid overtime. Nothing in this section prohibits the Town from requiring paid overtime.

An employee who has accrued compensatory time and requested use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request if such use does not "unduly disrupt" the operations of the department.

Overtime compensation due may be paid in cash at the employer's option in lieu of providing compensatory time off; such compensation shall be paid at the appropriate premium rate earned by the employee at the time the employee receives such payment.

Any employee who has accrued compensatory time off shall upon termination of employment be paid for the unused compensatory time.

- E. Employees who are required to attend a meeting after normal working hours (such as Town Council, RTM, Planning and Zoning Commission meetings) that are not contiguous to the normal work day shall receive a minimum of two (2) hours of pay. All hours in excess of eight (8) hours for the day shall be paid at time and one-half (1 ½).
- 15.2 Call Backs. Other than the situation described in Section 15.1(E) above, employees in the classifications of Building Official, Senior Building Inspector, Inspectors I & II, WPCF Tech, Engineering Tech I & II or other hourly employee of the Engineering Division called in to work other than time contiguous to the regularly scheduled hours of work, i.e., early reporting before the start of the regular work day and hours worked at the end of the regular work day, shall be guaranteed a minimum of three (3) hours pay at the employee's applicable premium rate.
- 15.3 Meals. If an hourly employee is authorized to work overtime, he/she shall be granted a meal allowance of ten dollars (\$10.00) payable in the next regular pay period after the one in which the allowance was earned for each meal under the following conditions:
- A. When required to report for work starting one and one-half (1 ½) hours or more before his/her normal scheduled starting time without having been given twelve (12) or more hours advance notice.

- B. When required, with twelve (12) or more hours advance notice to report for prearranged overtime work, an allowance will be provided for one (1) meal if the reporting time is two (2) or more hours:
  - 1. before his/her normal scheduled starting time on a day within his/her normal work schedule, or
  - 2. earlier in the day than his/her normal starting time on a normal scheduled work day if the work is on a day outside his/her normal work schedule.
- C. When required to work two and one-half (2 ½) or more hours, subsequent to his/her normal scheduled work hours and at five (5) hour intervals thereafter.
- D. When required to work six (6) or more hours subsequent to the designated lunch period of a prearranged overtime day.
- E. During work performed outside of the normal scheduled work hours beyond the periods stated in the foregoing, the employee will be provided meal vouchers at five (5) hour intervals.
- F. When called in to work for emergencies on a schedule day off or outside of the normal work schedule, meal allowances shall be paid after the first five (5) hours of work and at five (5) hour intervals thereafter.
- G. Meal allowances for employees shall be considered additional compensation and do not require a receipt.

## **ARTICLE 16 - HOLIDAYS**

- 16.1 The following shall be paid holidays for all employees. Employees who do not work the holiday shall be granted a regular day's pay at their normal straight time rate for the number of hours for which they are normally scheduled to work.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday*	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Juneteenth

\* Easter Sunday shall be a holiday only for those employees working that day as part of their regularly scheduled shift.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, holidays which fall on Saturday will be observed the day before on Friday, and holidays which fall on Sunday will be observed on the day after on Monday.

Library employees required to work the Saturday after or before a holiday shall have the

option to work an adjusted schedule in order to have a three (3) day weekend within the same pay period as the holiday unless it is determined that it would be detrimental to the operation of the library in which case the leave would be adjusted so that it could be taken at another mutually agreed upon time.

The above paragraph shall not be applicable to library employees required to work on the Saturday of the Thanksgiving weekend. However, they shall be paid at time and one-half (1 ½) for all hours worked.

- 16.2 Employees required to work on holidays listed in Section 16.1, other than as part of regularly scheduled shifts shall be compensated as follows: double time with the exception of the following holidays when the rate shall be two and one-half (2 ½) times normal pay.

Thanksgiving  
Christmas Day  
Veterans Day  
Labor Day  
Independence Day  
Memorial Day  
Presidents Day  
Columbus Day

- 16.3 Special Leave. Special Leave will be granted to all employees in the classified service on the days or portions of days listed below:

December 24, whenever it occurs on a Monday  
December 24, from 12:00 noon on, whenever it occurs on a Tuesday, Wednesday, or Thursday  
December 26, whenever it occurs on a Friday.

When December 24 or 26 occurs on a Saturday, no employee covered by this agreement will be required to work in the Library.

## **ARTICLE 17 - MEDICAL INSURANCE COVERAGE**

- 17.1 Full Time Employees.

A. Medical/Prescription Primary Plan.

The Town shall provide then current full time employees and dependents with the following health coverage, subject to the co-insurance listed in Section 17.3 A:

A High Deductible Health Plan (HDHP), or substantially similar plan, with shared in network (\$2000/\$4000) and out of network (\$5000/\$6850) deductibles; medical cost of care edits and utilization management; prescription rider with mandatory generic substitution, cost of care edits and utilization management.

After the deductible, 0% co-insurance for in-network, 80%/20% co-insurance for out of network, medical cost of care edits and utilization management, and

the following, or substantially similar, prescription drug rider with mandatory generic substitution, cost of care edits and utilization management, no annual limit and the following co-pays:

**Retail (30 day supply):**

\$10/generic

\$25/brand

\$40/non-listed brand

**Mail Order (90 day supply):**

\$10/generic

\$50/brand

\$80/non-preferred brand

The Town shall contribute to each employee's HSA an amount equivalent to 50% of the in-network deductible each year.

Effective fiscal year July 1, 2023 - June 30, 2024, the Town shall make its contribution in one (1) installment.

Effective fiscal year beginning July 1, 2024, the Town shall make its contribution in two (2) equal installments, one-half (1/2) on or about July 1, and one-half (1/2) on or about January 1.

Employees who are legally eligible to open an HSA, but who do not open an HSA within sixty (60) days of hire shall forfeit any contribution from the Town for that six (6) month period (e.g., July-December or January-June) within which hired.

Employees who are legally ineligible to open a HSA, but who enroll in the HDHP, will receive the same contribution, as provided by the Town to those employees who are eligible to open an HSA, but on a taxable basis.

***NOTE:*** The Town's fifty percent (50%) contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which active employees may choose to utilize funds for qualifying medical costs, including deductibles. The Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment. Under sixty-five (65) retirees must enroll in the HDHP as of July 1, 2018. Employees are required to open and maintain a Health Savings Account (HSA) in conjunction with the HDHP.

- B. Dental Coverage. In addition to the option chosen above, the Town will provide all full time employees and dependents with the following or equivalent dental coverage, subject to the co-insurance listed in Section 17.3 A:

Blue Cross/Blue Shield Full Service Dental Plan with Rider "A" Additional Basic Benefits and Rider "B".

- C. Group Life Insurance. A group life insurance policy in the principal sum of one (1)

year's base pay, with a minimum of thirty thousand dollars (\$30,000) to a maximum of fifty thousand dollars (\$50,000) to be adjusted annually as of July first (1st).

- 17.2 Regular Part-time Employees. Regular Part-time Employees working less than thirty-five (35) hours per week will be provided group insurance coverage as specified in Section 17.1 with the employee paying by payroll deduction, fifty percent (50%) of the premium cost for individual coverage and one hundred percent (100%) of premium cost for spouse and dependent coverage.

Regular part-time employees and their spouses and dependents will be covered by the Blue Cross/Blue Shield prescription plan, provided they are participating in the group insurance plan.

17.3 Employee Contribution.

- A. (1) Effective July 1, 2022 (effective upon ratification), employees shall be responsible for thirteen percent (13%) of the applicable allocated rate determined by the insurance carrier or administrator for all HDHP health insurance benefits (including prescription and dental) excluding life insurance, accidental death and dismemberment and worker's compensation.
- (2) Effective July 1, 2023, employees shall be responsible for fourteen percent (14%) of the applicable allocated rate determined by the insurance carrier or administrator for all HDHP health insurance benefits (including prescription and dental) excluding life insurance, accidental death and dismemberment and worker's compensation.
- (3) Effective July 1, 2024, employees shall be responsible for fourteen and one-half percent (14.5%) of the applicable allocated rate determined by the insurance carrier or administrator for all HDHP health insurance benefits (including prescription and dental) excluding life insurance, accidental death and dismemberment and worker's compensation.
- B. Section 125 Plan. The Town will offer a Section 125 plan. Employees electing this option shall be afforded the opportunity to make contributions toward premiums for group health insurance on a pre-tax, rather than an after-tax basis.
- C. Payroll Deduction. Employee Contributions for health insurance shall be made by payroll deduction on the first and second bi-weekly pays of the month.

## **ARTICLE 18 - WORKERS COMPENSATION/DISABILITY LEAVE**

18.1 Worker's Compensation.

- A. An employee totally disabled and unable to work and receiving Worker's Compensation payments due to a job related injury or illness shall continue to receive their regular pay less the amount of the worker's compensation payment for up to six (6) months from the date of the injury or until worker's compensation payments cease whichever is sooner.

- B. Until a determination is made as to eligibility for workers compensation payments, absences shall be charged at the employee's option to accumulated sick and/or vacation time, leave without pay or disability leave provided eligibility requirements are met.

18.2 Non-Job Related Disability Leave.

- A. The Town shall provide non-job related disability leave for bargaining unit members who have been employed by the Town in full-time and part time positions for one (1) year or more. During the period of such leave, the employee shall receive bi-weekly payments based on sixty percent (60%) of the employees bi-weekly wages at the time of his/her disability for a period not to exceed thirty (30) weeks in any two (2) year period. Payment shall be subject to withholding tax, social security, and retirement deductions. Elective withholding such as credit union may be discontinued upon proper notification to the Finance Department.
- B. Qualifications. To be eligible for disability leave, the employee must have exhausted all of his/her sick leave, the length of absence must exceed twenty (20) working days and be due to non-job related injuries or illness. However, no payments shall be made if the absence is caused by, contributed to or is a consequence of an illegal act or work for another employer.
- C. Employees must request disability leave in writing to their Department Head. The employee must be under the care of a treating physician or health care provider and have submitted along with the request for leave a letter from a treating physician or health care provider documenting the nature of the disability and that the employee is unable to perform the duties of his/her position as well as the estimated duration of absence.
- D. Leave shall be approved only up to estimated duration of absence. However, nothing herein shall preclude the Town at its expense from obtaining a second medical opinion as to the nature and extent of disability leave. No employee on disability leave may return to work without the written permission of a treating physician or health care provider. The appropriate Department Head, in conjunction with the Human Resources Department, shall make the final determination, based on medical documentation when and if an employee may return to his/her former position or a similar position within the same department or with the approval of the Town Manager, another position in the Town.
- E. Other Provisions.
  - 1. While on disability leave, employees shall not accrue sick or vacation time.
  - 2. Leave taken under this section shall count toward Family and Medical Leave Act (FMLA) balances.

18.3 Long-Term Disability Insurance. If the Town makes available a long term disability policy to any group of employees, it will also be offered to members of this bargaining unit. The purchase of long term disability insurance by an employee will not be a requirement of employment, but rather offered on a voluntary basis with the entire cost paid by the employee.

## ARTICLE 19 - AUTHORIZED LEAVE

### 19.1 Annual Vacation Leave.

- A. 1. Permanent and probationary full-time employees shall be granted annual leave at the employee's regular rate of pay in accordance with the following schedule:

<b>Length of Service</b>	<b>Days Accrued Per Month</b>	<b>Leave Accrued Per Year</b>
Less than five (5) years	1	12
Beginning of the fifth (5th) year of service but less than ten (10)	1 1/4	15
Beginning of the tenth (10th) year of service but less than fifteen (15)	1 1/2	18
Beginning of the fifteenth (15th) year of service and thereafter	2	24

2. Annual vacation leave shall be accrued on each full month of employment up to date said leave is taken and shall begin to accrue on the first day of the first calendar month next following the date of appointment unless the employee is appointed on the first day of a month, in which case, leave shall begin to accrue on the first day of the next month. Annual leave must be utilized in an amount of at least two (2) hours.

- B. In addition to the annual vacation leave accrued under the provisions of Section A, permanent full time employees, hired before January 1, 2006, shall be granted two and one-half (2.5) additional days of leave each July 1st, which shall be termed casual days and may be used in one-quarter (1/4) hour increments. Permanent full time employees, hired after December 31, 2005, shall be granted two (2) additional days of leave each July 1st, which shall be termed casual days and may be used in one-quarter (1/4) hour increments. Casual Days must be used within one (1) year. Upon completion of probationary period, permanent full time employees shall receive pro-rated casual leave (based on the number of full calendar months remaining in the fiscal year), which shall be used within the current fiscal year. All other provisions of this section unless otherwise specified, shall apply to casual days, including prior approval of Department Head.

- C. Employees are eligible to carryover one (1) year of vacation accruals each June 30<sup>th</sup>. An employee may be permitted to carryover additional vacation accrual provided:

1. A written request is made by the Department Head to the Director of Human Resources identifying an operational need for the carryover;

2. The Director of Human Resources authorizes the additional carryover in writing; and
  3. The decision of the Director of Human Resources is final and the denial of such a request shall not be a breach of the contract or subject to the grievance and arbitration procedures.
- D. To the extent feasible and consistent with effective departmental operation, employees will be permitted to take annual leave according to their own convenience subject to the following conditions.
1. The Department Head or designee shall be notified in writing two (2) weeks in advance of any annual leave request for more than three (3) days or one (1) week in advance in the case of less than three (3) days. However, nothing shall preclude the Department Head or designee from granting leave without the required notice if it does not adversely affect the operation of the department. However, no annual leave shall be granted without the prior approval of the Department Head or designee.
  2. Scheduling of leave time shall be in the order of seniority. An employee may not change or cancel a vacation period except with prior approval of the Department Head. Regardless of seniority, an employee may not preempt vacation leave which has been granted to another employee.
  3. Accumulated annual and casual leave is payable upon layoff and/or termination in good standing.
- E. The Town shall pay to the estate of any bargaining unit member who dies as an active employee his/her accumulated annual vacation leave and casual leave.

#### 19.2 Sick Leave.

- A. 1. All full time employees, hired before January 1, 2006, are entitled to sick leave at the rate of one and one-quarter (1 1/4) days per month, for a total of fifteen (15) days per year and may be accumulated to a total of two hundred (200) days.  
  
All full time employees, hired after December 31, 2005, are entitled to sick leave at the rate of one (1) day per month, for a total of twelve (12) days per year and may be accumulated to a total of two hundred (200) days.
  2. The Town shall pay to the estate of any bargaining unit member who dies as an active employee his/her accumulated sick leave.
- B. Time spent in full time employment with the Town, whether under a permanent, probationary or temporary appointment, shall be included in the determination of said sick leave, and all full time employees, whether permanent, probationary or temporary shall be fully eligible to use the same. Sick leave shall be charged in one-quarter (1/4) hour increments.



- C. Sick leave shall not be considered a privilege which may be used by the employee at his/her discretion, but shall be allowed under the following conditions:
1. Personal illness; physical incapacity beyond the employee's control.
  2. Medical or dental appointments which cannot be arranged other than during working hours.
  3. When an illness in the immediate family requires the employee's personal attention. Immediate family as used herein shall mean spouse, father, mother, brother, sister, son or daughter or members of the immediate household. For absences greater than two (2) days the necessity of such attention must be supported by a doctor's certificate.
- D. Employees using sick leave shall notify their supervisor or his/her designee (by telephone call with actual verbal contact) at least fifteen (15) minutes prior to the normal starting time on the first day of their absence or at the time of leaving, if at work, stating how long they expect to be absent from work. If the employee does not actually speak with his/her supervisor or designee, the employee must, in an email, voicemail or text (on a number authorized by the supervisor), identify any outstanding work items that require immediate attention, and leave a contact phone number for follow up, if necessary, by the supervisor or designee regarding work items that require immediate attention. If the employee's absence exceeds the time indicated on the first day of absence, the employee shall notify their supervisor or his/her designee in the manner above at least fifteen (15) minutes prior to the normal starting time of the first day that exceeds indicated duration of absence. Failure to provide notification shall result in the loss of sick leave for that day or period of absence unless the failure to notify the supervisor was due to extenuating circumstances beyond the control of the employee.
- E. When the absence is more than three (3) consecutive days, the employee's Department Head may request that the employee substantiate the absence. Failure to comply with this provision shall result in the loss of sick leave benefits for that period of absence.

Substantiation of absence may also be required if the pattern, amount or duration of absences are indicative of abuse of sick leave. The Town reserves the right to initiate disciplinary action for abuse of sick leave in addition to the loss of sick leave as provided in this section.

19.3 Regular Part-Time Employees. Any employee who is an Association Member or any employee who subsequently becomes a member and whose normal work period would designate that employee as a regular part-time employee (i.e., less than thirty-five (35) hours but at least twenty (20) hours per week year round) shall be entitled to prorated benefits using 1827 hours worked in order to receive credit for the following:

- A. Sick leave - prorated on 1827 hours
- B. Annual leave - prorated on 1827 hours

- C. Longevity – For employees hired on or before July 1, 2016. One (1) year credit will be given after each 1827 hours worked. After 9135 hours, the employee would be entitled to longevity payment as scheduled and each 1827 hours thereafter per schedule in effect at the time. Regular part time employees hired after July 1, 2016, are not eligible for longevity.
- D. Insurance benefits as provided in Article 17, Section 17.2.
- E. Bereavement Leave - Time off will be granted only for those hours normally worked and not for complete days if not normally worked.
- F. Regular part-time employees shall receive casual days prorated on 1827 hours.
- G. Regular Part-Time employees, not at the top step of their classification shall advance one (1) step on the pay plan on the employee's classification date, until they reach the top of their classification. Step advancements shall be contingent on satisfactory performance which shall be defined as a performance rating Meets Standard or Above Standard as specified in Article 12.

19.4 Leave of Absence Without Pay. Leave of absence without pay, may be granted to employees for any good and sufficient reason for a period not to exceed one (1) year, upon the written recommendation of the Department Head and the approval of the Town Manager.

A. Effect on Fringe Benefits and Seniority

- 1. Employees taking leave of absence without pay for thirty (30) calendar days or less, shall retain all seniority rights and fringe benefits for which they are normally entitled.
- 2. Employees taking leaves of absence without pay for periods exceeding thirty (30) calendar days shall not retain any benefits or privileges of employment beyond the first thirty (30) calendar days or leave with the following exceptions:
  - a. With the approval of the Town Manager, said employee may continue insurance coverage at the Town group rate, upon agreement to pay the Town the appropriate COBRA premium monthly.
  - b. Retain seniority rights only for the purpose of determining the order of layoffs in case of reduction of force.
  - c. The employee's increment date shall be adjusted to reflect the amount of leave taken in order to assure that the employee has actually performed the duties and responsibilities in a given position for a period of one year prior to the granting of a step increase.
  - d. Periods in excess of thirty (30) calendar days shall not be included in the calculation of pension benefits or eligibility for vesting in the Town's Pension Plan.

- e. Vacation and sick leave will cease to accrue after thirty (30) days.

19.5 Bereavement Leave.

- A. In case of death of spouse, father, mother, son, daughter, brother, sister, step-son, or step-daughter, an employee is entitled to five (5) days off without loss of pay.
- B. In case of death of a member of the extended family, an employee is entitled to three (3) days off without loss of pay provided that the employee is actually in attendance at the funeral or memorial service or engaged in similar activities. Extended family shall include grandmother, grandfather, grandchild, step-brother, step-sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, spouse's grandmother, grandfather, step-father, step-mother, brother-in-law, sister-in-law and members of the household, regardless of the relationship.
- C. Bereavement leave with pay for one (1) day shall be granted in connection with the death of the following, provided that the employee is actually in attendance at the funeral or memorial service or engaged in activities connected with same: Uncle, Aunt, Niece, Nephew, Spouse's Aunt, Uncle, Niece or Nephew.

19.6 Family and Medical Leave.

The Town complies with the federal Family and Medical Leave Act ("FMLA") as that Act is amended from time to time.

- 19.7 Jury Duty. Any employee required to report or serve as a juror shall be entitled to leave of absence with pay while engaged in the performance of said jury duty. The amount of compensation paid to the employee during such leave of absence shall be a difference between his/her compensation for jury duty and the amount due him/her as an employee up to five (5) days, provided that if his/her compensation for jury duty shall equal or exceed the amount due him/her as a Town employee, his/her compensation for jury duty will prevail. The employee, upon his/her return from such leave, shall, provided his/her compensation from jury duty does not equal or exceed the amount due him/her as a Town employee, submit to the Dept. of Finance the completed Certificate of Jury Duty Pay form.

Regular part time employees normally scheduled for less than thirty (30) hours per week will receive prorated payments for jury duty based on their regular weekly work schedule.

Employees are expected to return to work if relieved from Jury duty in time to complete at least a one-half (½) day of their normal work day.

The Town Manager or designee may grant an extension of paid Jury Duty Leave for up to one (1) year.

## **ARTICLE 20 - PROFESSIONAL DEVELOPMENT**

- 20.1 A. The Town shall pay all reasonable expenses, including tuition, registration fees, books, fees, necessary supplies and travel expenses including meals and lodging outside of the Town of Groton incurred by employees attending, at the direction of the Department Head, schools, conferences, in-service training, professional

meetings, college or trade courses. Attendance at such training schools, courses, conferences, seminars shall be administered by the various Department Heads according to the best interests of the Department and the Town of Groton.

- B. Meetings/Seminars. Hourly and Regular Part-Time employees attending with the prior approval of their supervisor meetings, seminars or other job-related activities outside of their normal work schedule shall be compensated at their normal hourly rate up to eight (8) hours per day and time and one-half (1 ½) thereafter for time spent at such activities with the exception of travel time which shall be compensated at straight time.

With prior approval employees may leave from home without reporting to work. Compensable hours shall include travel time from home or from work, whichever is less.

## 20.2 Tuition Reimbursement.

- A. The Town shall reimburse the employee tuition cost up to a maximum of four hundred dollars (\$400.00) per course for undergraduate courses and six hundred dollars (\$600.00) per course for graduate courses in an approved degree program directly related to the employee's current position with the Town taken at an accredited college or university. The maximum number of courses per semester for which reimbursement shall be made is two (2). The Town will provide, per fiscal year, for reimbursement of up to five thousand dollars (\$5,000) total for all employees.
- B. Employees seeking reimbursement for courses shall submit a request for approval to the Human Resources Department prior to the start of the course a brief description of the course, tuition amount, and the college or university in which they are enrolled. The employee will be notified whether or not the course meets the requirements for reimbursement.
- C. Upon completion of the course each employee shall submit to the Human Resources Department a copy of the course grade. Reimbursement shall be by separate check and is contingent upon receiving a grade of "C" or above in undergraduate courses or a grade of "B" or above in graduate level courses.
- D. Generally, courses under this section are to be taken outside of normal work hours. However, there may be special circumstances under which an employee wants to take a course which is held during normal work hours. If this is the case, the employee shall make a written request to their Department Head stating the reasons why they want to take the particular course(s). It shall then be up to the Department Head whether to allow the employee flexibility in their schedule in order to attend the course(s). If permission is granted, the employee will still be required to work their regular number of hours per week. In no case shall an employee be compensated for time spent attending classes under this section. The decision of the Department Head shall be based on departmental needs and shall not be grievable beyond Step 3.
- E. Since the rationale for Town reimbursement of the cost of such courses and classes is that such courses significantly improve the work of the employee, thereby

benefiting the Town, if an employee voluntarily resigns from Town employment, the following percentages of contribution of the Town shall be refunded to the Town either by direct payment or by the withholding of the appropriate portion of the employee's termination pay in accordance with the following provisions:

If the employee leaves within 1 year	100% returned
If the employee leaves within 1 to 2 years	50% returned
If the employee leaves within 2 to 3 years	25% returned
Over three years	No return

- F. This Article is not subject to the grievance and/or arbitration provisions of the contract.

#### **ARTICLE 21 - LONGEVITY**

- 21.1 Employees, hired before January 1, 2006, shall receive the following longevity payments on the pay date nearest the completion of their anniversary date:

<b>Years of Employment</b>	<b>Amount</b>
5 or above	\$35.00/year of service

- 21.2 Said payment shall be paid in one (1) lump sum on the pay date nearest the employee's initial date of employment.

#### **ARTICLE 22 - CLOTHING AND EQUIPMENT**

- 22.1 Clothing. Employees in the following classifications shall upon completion of their initial probationary period receive a payment of seventy-five dollars (\$75.00) to be used for the purchase of suitable work clothing: Facilities Management Specialist.

Each year thereafter, the Town shall provide a clothing allowance of two hundred dollars (\$200.00) per fiscal year to employees in the above classifications, which shall be used for replacement of work clothes only.

- 22.2 Safety Shoes. The Town shall provide the employee each year with a total of one hundred and seventy-five dollars (\$175.00) toward the actual purchase of one (1) or more pairs of approved safety work shoes which cover the rise above the ankle.

Civil Engineer  
Civil Engineer (P.E.)  
Engineering Tech I & II  
WPCF Tech  
Inspectors I & II  
Planner I & II  
Senior Planner  
Assistant Assessor  
Assessment Analyst Associate  
Material Control Specialist  
WPCD Procurement and Logistics Assistant

Project Mgt Specialist  
Sr. Building Inspector  
Building Official  
CAD/GIS  
Assistant Building/Zoning Official  
Code Enforcement Officer/Planner I

When a new bargaining unit position is created by the Town, the Town and Union will meet to discuss whether or not the position is eligible for the reimbursement. In the event of a dispute, the parties agree to mediate, but neither party may pursue arbitration. The Town retains the discretion to determine whether or not such position is eligible.

Probationary employees are eligible for the reimbursement. Should a probationary employee who has utilized the reimbursement separate from employment prior to the end of his/her probationary period, he/she will be responsible, through payroll deduction or otherwise, to return the reimbursement to the Town.

Safety shoes shall be worn by employees in the above classifications in accordance with established safety policies and procedures.

- 22.3 Safety Glasses. The Town shall provide each employee in the classifications listed below one (1) pair of OSHA approved safety glasses which shall be worn in accordance with established safety policies. Those employees requiring prescription glasses shall be provided with one (1) pair of OSHA approved prescription safety glasses. If glasses are damaged in the course of employment they shall be replaced at no cost to the employee, unless the damage is due to the negligence of the employee.

Engineering Tech I & II  
Engineering Tech I (WPCD)  
WPCF Tech  
Inspector I & II  
Civil Engineer  
Civil Engineer (P.E.)  
Sr. Building Inspector  
Materials Control Specialist  
WPCD Procurement and Logistics Assistant  
Project Mgt Specialist  
Assistant Building/Zoning Official  
Code Enforcement Officer/Planner I

Should the prescription change for any employee receiving glasses under this section, a new pair of glasses will be provided with a limit of one (1) pair per calendar year.

- 22.4 When an employee leaves the employ of the Town for any reason, he/she shall return all identification labels signifying the Town of Groton, all rental items (if uniform, cleaned and pressed), safety and foul weather equipment and any other equipment assigned to him. For any of the items not returned to the employer, the cost for the replacement of said items shall be deducted from the employee's final paycheck.

## ARTICLE 23 - HEALTH AND SAFETY

- 23.1 The Town will maintain safe working conditions as provided by state and federal regulations and/or guidelines. The Association will encourage employees to work in a safe manner and observe all safety regulations prescribed by the Town.
- 23.2 Complaint Procedure. Any complaint regarding health and safety, other than those involving an immediate threat to the employee, shall be in writing on a form provided by the Town. The complaint form shall be submitted to the employee's Department Head and copied to the Human Resources division which shall be responsible for reviewing the complaint and assuring it is properly investigated. A written response from the Human Resource division shall be provided to the employee and the Department Head within forty-five (45) days. The response shall include any recommended corrective actions and shall not be grievable.

Conditions involving an immediate health or safety threat to an employee shall be brought to the attention of the Department Head who shall evaluate the situation and take the necessary steps to assure the safety of the employee.

Nothing herein shall preclude an employee from filing a grievance or complaint with OSHA or any other regulatory body if he/she believes the Town is in violation of state or federal safety regulations.

- 23.3 Joint Safety Meetings. State of Connecticut Worker's Compensation regulations require the formation of Joint Safety and Health Committees. Town employees, including GrEATS members, will be represented on committees covering all Town work sites. The discussions at meetings shall not be considered to be interim bargaining under Section 7-473c of the Connecticut General Statutes.
- 23.4 The transportation of clients by bargaining unit members in a one-on-one situation is prohibited.

## ARTICLE 24 – SENIORITY/LAYOFFS/BUMPING/RECALL

- 24.1 Definition. Seniority shall mean an employee's continuous service within the GrEATS bargaining unit. If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee with more continuous length of service working for the Town of Groton in any position shall be deemed more senior. Thereafter, the determination of any tie shall be decided by drawing lots. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in this Agreement, at which time the employee shall possess seniority as defined in Section 24.1. Except as provided in Section 24.4 d, all references to seniority in this Agreement shall mean seniority as defined in this Section 24.1.

Seniority for regular part-time employees shall be prorated on the basis of actual hours worked.

An employee shall lose his/her seniority for the following reasons only:

- (1) discharge, quit, retirement or resignation (from the bargaining unit and/or Town).

- (2) failure to give notice of intent to return to work after recall following two (2) weeks of receipt of notification.
  - (3) failure to return to work upon expiration of a leave of absence, unless authorized.
  - (4) layoff for a period of fifteen (15) months or the period of continuous employment whichever is less.
- 24.2 Seniority Roster. At the beginning of each contract year the Town shall furnish the Union a list of its employees covered by this Agreement in order of seniority. This list shall also include employees' current wages (hourly/salaried rate, annual salary), department, job title, and number of work hours scheduled per week.
- 24.3 Definition of Probationary Employee. An employee who has not accrued seniority under this Agreement or predecessor agreements between the Town and the Union or an employee who has been rehired after termination of seniority shall be in a "probationary" status until he/she has completed nine (9) months of employment. The discipline and/or discharge of an employee who is in probationary status shall not be a violation of this Agreement and/or subject to the grievance and/or arbitration provisions of this Agreement.
- 24.4 A. No regular employee shall be laid off until the Town has ceased utilizing temporary, seasonal, contractual or probationary employees in the same classification.
- If a lay off is to occur among employees, the Association and the affected employee(s) shall be notified in writing a minimum of thirty (30) days prior to its effective date, and the parties agree to meet to discuss transfer and/or bumping options. The first affected employee will have fifteen (15) calendar days from the date of written notification to inform the Town of his/her decision. To the extent that the decision impacts other employee(s), the Town will then notify the employee(s) of transfer and/or bumping option(s), if any; any such impacted employee(s) must then notify the Town within seven (7) calendar days of his/her decision to transfer or be laid off.
- B. If the Town lays off a regular employee, the Town agrees that for the term of this Agreement, not to increase the number of non-union part-time or full-time employees in the same classification.
- C. This section shall not be applicable to non-union part-time Sunday employees in the Library.
- D. Seniority shall be the determining factor in layoffs or terminations for lack of work or funds so long as employees have an overall performance rating of Meets Standard or Above Standard. Seniority, for purposes of Section 24.4 D, shall be defined as in Article 24.1, except in circumstances in which a proposed layoff shall affect a classification in which the initially affected employee has held a position in such classification for less than a total of one (1) year; under such circumstances, then seniority, for the initial layoff determination only, shall mean an employee's total length of service within the classification.
- 24.5 Full time employees whose positions are being eliminated due to a reduction in force shall be eligible to transfer or bump as described below. Salaried employees may transfer or



bump only within salaried positions; hourly employees may transfer or bump only within hourly positions. Employees may only transfer into vacant position which the Town intends to fill. For any transfer or exercise of a bumping right, the employee transferring or bumping must have a performance rating of Meets Standard or Above Standard and meet the qualifications contained in the current job description of any such position, as determined by the Town, including but not limited to, degrees, license and certificates for the position and passing of any entry level testing required by the Town; if the employee fails to meet either requirement (rating and/or qualifications), the employee will have no transfer or bumping rights.

A. Transfer to Vacant Position Which the Town Intends to Fill

1. First and Second Affected Employee

By seniority of employee(s) holding the position(s), a first or second affected employee shall transfer to a vacant position in the same classification or a vacant position in a different classification in the same pay level. Full time employees may, but shall not be required, to transfer to a vacant full-time or regular part-time position in a lower pay level or lower classification. Absent a transfer to a vacant position, first and second affected employees shall have the bumping rights set forth in Section B below.

2. Third Affected Employee

Any third employee affected by the bumping rights set forth in Section B below, shall transfer to a vacant position; said employee shall not have any bumping rights.

B. Bumping Rights of First and Second Affected Employee

1. If no vacant position in the same classification or different classification in the same pay level exists, as referenced in Section A above, or an affected employee does not meet the qualifications contained in the current job description of any such vacant position, as determined by the Town, the affected employee may bump the employee with the least seniority within the same classification regardless of departments.
2. If an affected employee is the least senior employee in the classification, he/she may bump the least senior employee in the same pay level regardless of classification or department.
3. If an affected employee is the least senior in the pay level, he/she may bump the least senior employee in a previously held position in a lower classification, regardless of department.
4. If an affected employee is the least senior in the pay level, he/she may bump the overall least senior employee, provided that employee is in a lower classification, regardless of department (i.e., last in, first out if in a lower classification).

24.6 Recall.

- A. A full time employee who is transferred to a position in a lower pay grade or who is bumped shall be given first preference to return to a vacant position in the classification from which he/she was displaced for a period of fifteen (15) months from the date of assignment to the lower paying position.
- B. Recall from layoff shall be conducted as follows:

Seniority shall be the determining factor in the order of recall. An employee who is laid off shall, unless notified in writing to the contrary, be placed on a recall list(s) for any of the following:

  - 1. the same classification in the same department from which he/she was laid off or bumped;
  - 2. a classification in the same or lower pay level.
- C. Prior to filling a position with a new employee, the Town, if it determines such employee meets the qualifications contained in the current job description of such position, shall offer the position to an employee on the recall list. The order of preference among recall lists shall be the order in which they are listed above. If there is more than one (1) employee on a list who is eligible for recall to a position, preference shall be based on seniority, provided the most senior employee's overall job performance immediately prior to placement on the recall list was Meets Standard or Above Standard. For purposes of this paragraph only, an employee who did not receive an annual evaluation on or about his/her last classification date shall be considered as Meets Standard. If employee refuses the position, he/she shall be removed from the recall list.
- D. An employee shall be notified of the opportunity for recall via certified mail. An offer of recall which is not accepted within fourteen (14) days of the date it was received by the affected employee shall be considered rejected and the Town may then offer the position to the next eligible recall candidate.
- E. Recall rights shall be retained as defined herein from the date of layoff.

24.7 General Provisions.

- A. An employee who is transferred, bumps, is bumped, or is recalled into a lower wage classification shall remain at the same pay step that they held in their higher classification.
- B. When a position is to be eliminated, the Town shall notify the affected employee and the Union in writing at least thirty (30) days in advance.
- C. Laid off employees shall not be required to refund the Town for any tuition reimbursement received.
- D. An employee recalled or transferred to a position in a classification other than the one from which they were laid off, shall be required to serve a six (6) month

probationary period in the new classification. The provisions of Article 12, Section 12.2 shall apply to this probationary period. Failure to successfully complete the probationary period does not entitle the employee to any return rights or subsequent bumping rights, and the employee, if laid off after an unsuccessful completion of probationary period, but such employee shall retain their recall rights as if the employee had been initially laid off.

## **ARTICLE 25 – RESERVED FOR FUTURE USE**

## **ARTICLE 26 - GENERAL PROVISIONS**

26.1 Mileage Reimbursement. Employees using their private motor vehicle for Town business shall be reimbursed at the IRS reimbursement rate.

26.2 Just Cause. All discharges, demotions, reductions in pay, suspensions and other discipline shall be for just cause.

Suspensions of more than one (1) day and discharges can only be made by proper written notice to the Association and the employee affected. No discharge or suspension shall be put into effect until the incident has been investigated and a pre-disciplinary meeting held with the employer, the affected employee and an Association Representative if requested by the employee and the employee is notified in writing of the final determination. However, nothing herein shall preclude the Town from placing an employee on administrative leave while the investigation is being conducted.

26.3 Inclement Weather, Employee Leave and Employee Compensation.

A. Early closure by Town. When an employee's place of work closes early due to inclement weather and the employee is sent home, he/she shall be paid for any remaining time that he/she is normally scheduled to work.

B. Closure at the start of day by Town. When an employee is unable to report to work because the place of work is closed at the start of an employee's normal work schedule, he/she shall be paid for any time that he/she is normally scheduled to work.

C. When an employee's place of work is open, and the employee chooses to leave work early due to inclement weather, he/she must take annual leave, casual leave or if no such leave is available, leave without pay for the time not worked.

The subsequent closing of the employee's place of work, shall not alter the charging of the absence to annual leave, casual leave or leave without pay. Nor shall it affect employees on sick leave or previously approved annual leave.

D. Employee decision not to attend work. When an employee's place of work is open, and the employee chooses not to report for work due to inclement weather, he/she must take annual leave, casual leave or if no such leave is available, leave without pay for the time not worked.

The subsequent closing of the employee's place of work, shall not alter the charging of the absence to annual leave, casual leave or leave without pay. Nor shall it affect employees on sick leave or previously approved annual leave.

- E. Emergency declared by Town Manager or Governor and Town buildings are closed. When an emergency is declared by the Town Manager or the Governor and Town buildings are closed, employees required to remain at work during their normal work hours will receive compensatory time equal to the amount of leave granted to other employees who were released to go home during normal working hours. The compensatory time must be taken within thirty (30) calendar days from the date of the emergency.
  - D. Employees living in other states (e.g., Rhode Island) will suffer no loss of pay when they are unable to report to work or leave work due to roads in the employees home state being declared closed due to hazardous conditions.
  - F. Employee late arrival at work. When inclement weather and/or hazardous road conditions result in an employee arriving late to work, employee may use casual leave or if no leave is available, leave without pay for the missed time.
- 26.4 The Town shall post notices of job openings for bargaining unit positions concurrent with public advertising.
  - 26.5 The Town shall provide the Association with copies of any changes to job descriptions for bargaining positions concurrent with their submission to the Town Council for approval.
  - 26.6 The Town agrees to provide each bargaining unit member with a copy of this agreement within sixty (60) calendar days of the execution of this agreement or at time of hire.
  - 26.7 Pensions. The Agreement between the Town of Groton and the Groton Employee Administrative and Technical Specialists Concerning Pensions is hereby incorporated into this agreement as Attachment I. However, its provisions cannot be reopened for negotiation except as provided in Section 19 of that agreement.
  - 26.8 No bargaining unit employee shall work with dynamite.

## **ARTICLE 27 - DURATION OF AGREEMENT**

- 27.1 Should any portion of this Agreement be ruled invalid for any reason the remainder of the agreement shall remain in full force and effect.
- 27.2 This agreement shall be effective unless otherwise specified, upon its official signing by both parties. This agreement shall expire on June 30, 2025.

This agreement shall remain in effect beyond its official expiration date of June 30, 2025, if a new collective bargaining contract with the Town of Groton has not been signed and will remain in effect until a new collective bargaining agreement has been signed.

Unless specified otherwise, all new wages shall automatically be retroactive to the termination date of the prior contract.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Groton, Connecticut, on this 04 day of March, 2023.

**GROTON EMPLOYEE ADMINISTRATIVE  
& TECHNICAL SPECIALISTS**

By: [Signature]  
Gary Brochu  
Staff Representative Attorney

By: [Signature]  
Asya Khat  
President

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Witness:

By: [Signature]

By: \_\_\_\_\_

**TOWN OF GROTON**

By: [Signature]  
John Burt  
Town Manager

Witness:

By: [Signature]

By: [Signature]  
Irene A15

## ATTACHMENT A – CLASSIFICATIONS

### SALARIED/EXEMPT

#### 40 Hour

Accountant  
Civil Engineer  
Civil Engineer (P.E.)  
Planner I  
Planner II – Environmental  
Planner II – Land Use  
Planner II – Neighborhood/Community  
Senior Planner  
Municipal Video Specialist  
PC/Network Specialist  
PC/Network Specialist II  
Programmer/Analyst  
Programmer Analyst (GIS)  
GIS Coordinator  
Assistant Building/Zoning Official  
Code Enforcement Officer/Planner I  
Community Outreach Coordinator

#### 35 Hour

YFS Counselor I  
YFS Counselor II  
Program Suprv (Rec)  
Program Suprv (Sr Ctr)

### HOURLY/NON-EXEMPT

#### Clerical/Technical/Professional

Administrative Assistant  
Assess Analyst Associate  
Assistant Assessor  
Assessment Technician  
Assistant Town Clerk  
Building Permit Technician  
CAD/GIS Technician  
Deputy Tax Collector  
Deputy Town Clerk  
Economic Development Technician  
Engineering Tech I  
Engineering Tech II  
Financial Assistant I  
Financial Assistant II  
Human Services Assistant  
Inspection Services Tech  
Inspector I  
Inspector II  
Inspector II – Code Enforcement  
Inspector II Bldg Inspection

Librarian I – Circulation  
Librarian I –Public Services  
Librarian II  
Library Assistant  
Librarian Associate  
Material Control Specialist  
Municipal Video Tech  
Mail Courier  
Office Assistant I  
Office Assistant II  
Office Assistant III  
Office Assistant/Mail Courier  
Planning Technician  
Project Mgmt Specialist  
Senior Building Inspector  
Social Worker I  
Social Worker II  
Senior Social Worker  
WPCF Technician  
WPCD Procurement & Logistics Assistant

**THE TOWN WILL UPDATE THE LIST AS NECESSARY TO ADD ANY EXISTING/CURRENT POSITIONS AND TITLES, BUT NOT TO CHANGE EXISTING OR ADD TITLES/POSITIONS.**

**ATTACHMENT B - HOURLY PAY PLANS\***

2022-2023	LEVEL	START	1	2	3	4	5	6	7
MAIL COURIER	0	\$19.65	\$20.04	\$20.44	\$20.85	\$21.27	\$21.70	\$22.13	\$22.57
VACANT	1								
LIBRARY ASSISTANT	2	\$24.12	\$24.60	\$25.09	\$25.59	\$26.11	\$26.63	\$27.16	\$27.71
OFFICE ASSISTANT I	2	\$24.12	\$24.60	\$25.09	\$25.59	\$26.11	\$26.63	\$27.16	\$27.71
OFFICE ASST/MAIL COURIER	2	\$24.12	\$24.60	\$25.09	\$25.59	\$26.11	\$26.63	\$27.16	\$27.71
VACANT	3								
LIBRARY ASSOCIATE	4	\$26.11	\$26.63	\$27.16	\$27.71	\$28.26	\$28.82	\$29.41	\$29.99
OFFICE ASSISTANT II	4	\$26.11	\$26.63	\$27.16	\$27.71	\$28.26	\$28.82	\$29.41	\$29.99
FINANCIAL ASSISTANT I	4	\$26.11	\$26.63	\$27.16	\$27.71	\$28.26	\$28.82	\$29.41	\$29.99
MUNICIPAL VIDEO TECH	4	\$26.11	\$26.63	\$27.16	\$27.71	\$28.26	\$28.82	\$29.41	\$29.99
HUMAN SERVICE ASSISTANT	5	\$26.63	\$27.16	\$27.71	\$28.26	\$28.82	\$29.41	\$29.99	\$30.60
INSPECTION SERVICES TECH	6	\$27.16	\$27.71	\$28.26	\$28.82	\$29.41	\$29.99	\$30.60	\$31.21
PLANNING TECH	6	\$27.16	\$27.71	\$28.26	\$28.82	\$29.41	\$29.99	\$30.60	\$31.21
ASST TOWN CLERK	6	\$27.16	\$27.71	\$28.26	\$28.82	\$29.41	\$29.99	\$30.60	\$31.21
OFFICE TECHNICIAN	6	\$27.16	\$27.71	\$28.26	\$28.82	\$29.41	\$29.99	\$30.60	\$31.21
OFFICE ASSISTANT III	6	\$27.16	\$27.71	\$28.26	\$28.82	\$29.41	\$29.99	\$30.60	\$31.21
BUILDING PERMIT TECH	6	\$27.16	\$27.71	\$28.26	\$28.82	\$29.41	\$29.99	\$30.60	\$31.21
ECONOMIC DEVELOPMENT TECHNICIAN	6	\$27.16	\$27.71	\$28.26	\$28.82	\$29.41	\$29.99	\$30.60	\$31.21
ASSESSMENT TECH	7	\$28.26	\$28.82	\$29.41	\$29.99	\$30.60	\$31.21	\$31.84	\$32.47
FINANCIAL ASSISTANT II	7	\$28.26	\$28.82	\$29.41	\$29.99	\$30.60	\$31.21	\$31.84	\$32.47
MATERIAL CONTROL SPEC.	7	\$28.26	\$28.82	\$29.41	\$29.99	\$30.60	\$31.21	\$31.84	\$32.47
VACANT	8								
ASSESS ANALYST/ASSOC.	9	\$29.41	\$29.99	\$30.60	\$31.21	\$31.84	\$32.47	\$33.12	\$33.78
DEPUTY TOWN CLERK	9	\$29.41	\$29.99	\$30.60	\$31.21	\$31.84	\$32.47	\$33.12	\$33.78
DEPUTY TAX COLLECTOR	9	\$29.41	\$29.99	\$30.60	\$31.21	\$31.84	\$32.47	\$33.12	\$33.78
ADMIN ASSISTANT	9	\$29.41	\$29.99	\$30.60	\$31.21	\$31.84	\$32.47	\$33.12	\$33.78
WPCD PROCUREMENT & LOGISTICS ASSISTANT	9	\$29.41	\$29.99	\$30.60	\$31.21	\$31.84	\$32.47	\$33.12	\$33.78
HOUSING COUNSELOR	10	\$29.67	\$30.27	\$30.87	\$31.49	\$32.12	\$32.77	\$33.42	\$34.09
OUTREACH WORKER	10	\$29.67	\$30.27	\$30.87	\$31.49	\$32.12	\$32.77	\$33.42	\$34.09

PROGRAM DVELOP - FSC	10	\$29.67	\$30.27	\$30.87	\$31.49	\$32.12	\$32.77	\$33.42	\$34.09
PROJ MGT SPECIALIST	11	\$30.51	\$31.13	\$31.75	\$32.39	\$33.04	\$33.69	\$34.37	\$35.06
ASSESSMENT ANALYST	11	\$30.51	\$31.13	\$31.75	\$32.39	\$33.04	\$33.69	\$34.37	\$35.06
ENGR TECH I / ENGR TECH I WPCD	11	\$30.51	\$31.13	\$31.75	\$32.39	\$33.04	\$33.69	\$34.37	\$35.06
CAD/GIS TECH	11	\$30.51	\$31.13	\$31.75	\$32.39	\$33.04	\$33.69	\$34.37	\$35.06
SOCIAL WORKER I	12	\$30.87	\$31.49	\$32.12	\$32.77	\$33.42	\$34.09	\$34.77	\$35.47
LIBRARIAN I - CIRCULATION	12	\$30.87	\$31.49	\$32.12	\$32.77	\$33.42	\$34.09	\$34.77	\$35.47
LIBRARIAN I - PUBLIC SERVICES	12	\$30.87	\$31.49	\$32.12	\$32.77	\$33.42	\$34.09	\$34.77	\$35.47
VACANT	13								
INSPECTOR I	14	\$31.43	\$32.05	\$32.70	\$33.35	\$34.02	\$34.70	\$35.39	\$36.10
SOCIAL WORKER II	15	\$33.42	\$34.09	\$34.77	\$35.47	\$36.17	\$36.90	\$37.64	\$38.39
INSPECTOR II CODE ENFORCEMENT	16	\$34.02	\$34.70	\$35.39	\$36.10	\$36.82	\$37.56	\$38.30	\$39.07
INSPECTOR II BUILDING ENFORCE.	16	\$34.02	\$34.70	\$35.39	\$36.10	\$36.82	\$37.56	\$38.30	\$39.07
INSPECTOR II	16	\$34.02	\$34.70	\$35.39	\$36.10	\$36.82	\$37.56	\$38.30	\$39.07
ENGR TECH II	16	\$34.02	\$34.70	\$35.39	\$36.10	\$36.82	\$37.56	\$38.30	\$39.07
WPCF TECH	16	\$34.02	\$34.70	\$35.39	\$36.10	\$36.82	\$37.56	\$38.30	\$39.07
LIBRARIAN II	17	\$34.77	\$35.47	\$36.17	\$36.90	\$37.64	\$38.39	\$39.16	\$39.94
SR. SOCIAL WORKER	17	\$34.77	\$35.47	\$36.17	\$36.90	\$37.64	\$38.39	\$39.16	\$39.94
ASSISTANT ASSESSOR	18	\$34.86	\$35.56	\$36.26	\$36.99	\$37.73	\$38.49	\$39.26	\$40.04
SR. BUILDING INSPECTOR	19	\$36.82	\$37.56	\$38.30	\$39.07	\$39.85	\$40.65	\$41.46	\$42.29



2023-2024	LEVEL	START	1	2	3	4	5	6	7
MAIL COURIER	0	\$20.19	\$20.59	\$21.00	\$21.42	\$21.85	\$22.30	\$22.74	\$23.19
VACANT	1								
LIBRARY ASSISTANT	2	\$24.78	\$25.28	\$25.78	\$26.30	\$26.82	\$27.36	\$27.91	\$28.47
OFFICE ASSISTANT I	2	\$24.78	\$25.28	\$25.78	\$26.30	\$26.82	\$27.36	\$27.91	\$28.47
OFFICE ASST/MAIL COURIER	2	\$24.78	\$25.28	\$25.78	\$26.30	\$26.82	\$27.36	\$27.91	\$28.47
VACANT	3								
LIBRARY ASSOCIATE	4	\$26.82	\$27.36	\$27.91	\$28.47	\$29.04	\$29.62	\$30.22	\$30.82
OFFICE ASSISTANT II	4	\$26.82	\$27.36	\$27.91	\$28.47	\$29.04	\$29.62	\$30.22	\$30.82
FINANCIAL ASSISTANT I	4	\$26.82	\$27.36	\$27.91	\$28.47	\$29.04	\$29.62	\$30.22	\$30.82
MUNICIPAL VIDEO TECH	4	\$26.82	\$27.36	\$27.91	\$28.47	\$29.04	\$29.62	\$30.22	\$30.82
HUMAN SERVICE ASSISTANT	5	\$27.36	\$27.91	\$28.47	\$29.04	\$29.62	\$30.22	\$30.82	\$31.44
INSPECTION SERVICES TECH	6	\$27.91	\$28.47	\$29.04	\$29.62	\$30.22	\$30.82	\$31.44	\$32.07
PLANNING TECH	6	\$27.91	\$28.47	\$29.04	\$29.62	\$30.22	\$30.82	\$31.44	\$32.07
ASST TOWN CLERK	6	\$27.91	\$28.47	\$29.04	\$29.62	\$30.22	\$30.82	\$31.44	\$32.07
OFFICE TECHNICIAN	6	\$27.91	\$28.47	\$29.04	\$29.62	\$30.22	\$30.82	\$31.44	\$32.07
OFFICE ASSISTANT III	6	\$27.91	\$28.47	\$29.04	\$29.62	\$30.22	\$30.82	\$31.44	\$32.07
BUILDING PERMIT TECH	6	\$27.91	\$28.47	\$29.04	\$29.62	\$30.22	\$30.82	\$31.44	\$32.07
ECONOMIC DEVELOPMENT TECHNICIAN	6	\$27.91	\$28.47	\$29.04	\$29.62	\$30.22	\$30.82	\$31.44	\$32.07
ASSESSMENT TECH	7	\$29.04	\$29.62	\$30.22	\$30.82	\$31.44	\$32.07	\$32.71	\$33.36
FINANCIAL ASSISTANT II	7	\$29.04	\$29.62	\$30.22	\$30.82	\$31.44	\$32.07	\$32.71	\$33.36
MATERIAL CONTROL SPEC.	7	\$29.04	\$29.62	\$30.22	\$30.82	\$31.44	\$32.07	\$32.71	\$33.36
VACANT	8								
ASSESS ANALYST/ASSOC.	9	\$30.22	\$30.82	\$31.44	\$32.07	\$32.71	\$33.36	\$34.03	\$34.71
DEPUTY TOWN CLERK	9	\$30.22	\$30.82	\$31.44	\$32.07	\$32.71	\$33.36	\$34.03	\$34.71
DEPUTY TAX COLLECTOR	9	\$30.22	\$30.82	\$31.44	\$32.07	\$32.71	\$33.36	\$34.03	\$34.71
ADMIN ASSISTANT	9	\$30.22	\$30.82	\$31.44	\$32.07	\$32.71	\$33.36	\$34.03	\$34.71
WPCD PROCUREMENT & LOGISTICS ASSISTANT	9	\$30.22	\$30.82	\$31.44	\$32.07	\$32.71	\$33.36	\$34.03	\$34.71
HOUSING COUNSELOR	10	\$30.49	\$31.10	\$31.72	\$32.35	\$33.01	\$33.67	\$34.33	\$35.03
OUTREACH WORKER	10	\$30.49	\$31.10	\$31.72	\$32.35	\$33.01	\$33.67	\$34.33	\$35.03
PROGRAM DVELOP -	10	\$30.49	\$31.10	\$31.72	\$32.35	\$33.01	\$33.67	\$34.33	\$35.03

FSC									
PROJ MGT SPECIALIST	11	\$31.35	\$31.99	\$32.63	\$33.28	\$33.94	\$34.62	\$35.31	\$36.02
ASSESSMENT ANALYST	11	\$31.35	\$31.99	\$32.63	\$33.28	\$33.94	\$34.62	\$35.31	\$36.02
ENGR TECH I / ENGR TECH I WPCD	11	\$31.35	\$31.99	\$32.63	\$33.28	\$33.94	\$34.62	\$35.31	\$36.02
CAD/GIS TECH	11	\$31.35	\$31.99	\$32.63	\$33.28	\$33.94	\$34.62	\$35.31	\$36.02
SOCIAL WORKER I	12	\$31.72	\$32.35	\$33.01	\$33.67	\$34.33	\$35.03	\$35.72	\$36.44
LIBRARIAN I - CIRCULATION	12	\$31.72	\$32.35	\$33.01	\$33.67	\$34.33	\$35.03	\$35.72	\$36.44
LIBRARIAN I - PUBLIC SERVICES	12	\$31.72	\$32.35	\$33.01	\$33.67	\$34.33	\$35.03	\$35.72	\$36.44
VACANT	13								
INSPECTOR I	14	\$32.29	\$32.93	\$33.60	\$34.27	\$34.96	\$35.65	\$36.37	\$37.09
SOCIAL WORKER II	15	\$34.33	\$35.03	\$35.72	\$36.44	\$37.17	\$37.91	\$38.67	\$39.44
INSPECTOR II CODE ENFORCEMENT	16	\$34.96	\$35.65	\$36.37	\$37.09	\$37.83	\$38.59	\$39.36	\$40.15
INSPECTOR II BUILDING ENFORCE.	16	\$34.96	\$35.65	\$36.37	\$37.09	\$37.83	\$38.59	\$39.36	\$40.15
INSPECTOR II	16	\$34.96	\$35.65	\$36.37	\$37.09	\$37.83	\$38.59	\$39.36	\$40.15
ENGR TECH II	16	\$34.96	\$35.65	\$36.37	\$37.09	\$37.83	\$38.59	\$39.36	\$40.15
WPCF TECH	16	\$34.96	\$35.65	\$36.37	\$37.09	\$37.83	\$38.59	\$39.36	\$40.15
LIBRARIAN II	17	\$35.72	\$36.44	\$37.17	\$37.91	\$38.67	\$39.44	\$40.23	\$41.04
SR. SOCIAL WORKER	17	\$35.72	\$36.44	\$37.17	\$37.91	\$38.67	\$39.44	\$40.23	\$41.04
ASSISTANT ASSESSOR	18	\$35.82	\$36.54	\$37.26	\$38.01	\$38.77	\$39.55	\$40.34	\$41.14
SR. BUILDING INSPECTOR	19	\$37.83	\$38.59	\$39.36	\$40.15	\$40.95	\$41.77	\$42.60	\$43.45

2024-2025	LEVEL	START	1	2	3	4	5	6	7
MAIL COURIER	0	\$20.74	\$21.16	\$21.58	\$22.01	\$22.45	\$22.91	\$23.36	\$23.83
VACANT	1								
LIBRARY ASSISTANT	2	\$25.46	\$25.97	\$26.49	\$27.02	\$27.56	\$28.11	\$28.68	\$29.25
OFFICE ASSISTANT I	2	\$25.46	\$25.97	\$26.49	\$27.02	\$27.56	\$28.11	\$28.68	\$29.25
OFFICE ASST/MAIL COURIER	2	\$25.46	\$25.97	\$26.49	\$27.02	\$27.56	\$28.11	\$28.68	\$29.25
VACANT	3								
LIBRARY ASSOCIATE	4	\$27.56	\$28.11	\$28.68	\$29.25	\$29.83	\$30.43	\$31.05	\$31.66
OFFICE ASSISTANT II	4	\$27.56	\$28.11	\$28.68	\$29.25	\$29.83	\$30.43	\$31.05	\$31.66
FINANCIAL ASSISTANT I	4	\$27.56	\$28.11	\$28.68	\$29.25	\$29.83	\$30.43	\$31.05	\$31.66
MUNICIPAL VIDEO TECH	4	\$27.56	\$28.11	\$28.68	\$29.25	\$29.83	\$30.43	\$31.05	\$31.66
HUMAN SERVICE ASSISTANT	5	\$28.11	\$28.68	\$29.25	\$29.83	\$30.43	\$31.05	\$31.66	\$32.30
INSPECTION SERVICES TECH	6	\$28.68	\$29.25	\$29.83	\$30.43	\$31.05	\$31.66	\$32.30	\$32.95
PLANNING TECH	6	\$28.68	\$29.25	\$29.83	\$30.43	\$31.05	\$31.66	\$32.30	\$32.95
ASST TOWN CLERK	6	\$28.68	\$29.25	\$29.83	\$30.43	\$31.05	\$31.66	\$32.30	\$32.95
OFFICE TECHNICIAN	6	\$28.68	\$29.25	\$29.83	\$30.43	\$31.05	\$31.66	\$32.30	\$32.95
OFFICE ASSISTANT III	6	\$28.68	\$29.25	\$29.83	\$30.43	\$31.05	\$31.66	\$32.30	\$32.95
BUILDING PERMIT TECH	6	\$28.68	\$29.25	\$29.83	\$30.43	\$31.05	\$31.66	\$32.30	\$32.95
ECONOMIC DEVELOPMENT TECHNICIAN	6	\$28.68	\$29.25	\$29.83	\$30.43	\$31.05	\$31.66	\$32.30	\$32.95
ASSESSMENT TECH	7	\$29.83	\$30.43	\$31.05	\$31.66	\$32.30	\$32.95	\$33.61	\$34.28
FINANCIAL ASSISTANT II	7	\$29.83	\$30.43	\$31.05	\$31.66	\$32.30	\$32.95	\$33.61	\$34.28
MATERIAL CONTROL SPEC.	7	\$29.83	\$30.43	\$31.05	\$31.66	\$32.30	\$32.95	\$33.61	\$34.28
VACANT	8								
ASSESS ANALYST/ASSOC.	9	\$31.05	\$31.66	\$32.30	\$32.95	\$33.61	\$34.28	\$34.96	\$35.67
DEPUTY TOWN CLERK	9	\$31.05	\$31.66	\$32.30	\$32.95	\$33.61	\$34.28	\$34.96	\$35.67
DEPUTY TAX COLLECTOR	9	\$31.05	\$31.66	\$32.30	\$32.95	\$33.61	\$34.28	\$34.96	\$35.67
ADMIN ASSISTANT	9	\$31.05	\$31.66	\$32.30	\$32.95	\$33.61	\$34.28	\$34.96	\$35.67
WPCD PROCUREMENT & LOGISTICS ASSISTANT	9	\$31.05	\$31.66	\$32.30	\$32.95	\$33.61	\$34.28	\$34.96	\$35.67
HOUSING COUNSELOR	10	\$31.33	\$31.96	\$32.59	\$33.24	\$33.91	\$34.60	\$35.28	\$35.99
OUTREACH WORKER	10	\$31.33	\$31.96	\$32.59	\$33.24	\$33.91	\$34.60	\$35.28	\$35.99
PROGRAM DVELOP -	10	\$31.33	\$31.96	\$32.59	\$33.24	\$33.91	\$34.60	\$35.28	\$35.99

FSC									
PROJ MGT SPECIALIST	11	\$32.22	\$32.86	\$33.53	\$34.20	\$34.88	\$35.57	\$36.28	\$37.01
ASSESSMENT ANALYST	11	\$32.22	\$32.86	\$33.53	\$34.20	\$34.88	\$35.57	\$36.28	\$37.01
ENGR TECH I / ENGR TECH I WPCD	11	\$32.22	\$32.86	\$33.53	\$34.20	\$34.88	\$35.57	\$36.28	\$37.01
CAD/GIS TECH	11	\$32.22	\$32.86	\$33.53	\$34.20	\$34.88	\$35.57	\$36.28	\$37.01
SOCIAL WORKER I	12	\$32.59	\$33.24	\$33.91	\$34.60	\$35.28	\$35.99	\$36.71	\$37.44
LIBRARIAN I - CIRCULATION	12	\$32.59	\$33.24	\$33.91	\$34.60	\$35.28	\$35.99	\$36.71	\$37.44
LIBRARIAN I - PUBLIC SERVICES	12	\$32.59	\$33.24	\$33.91	\$34.60	\$35.28	\$35.99	\$36.71	\$37.44
VACANT	13								
INSPECTOR I	14	\$33.18	\$33.84	\$34.52	\$35.21	\$35.92	\$36.63	\$37.37	\$38.11
SOCIAL WORKER II	15	\$35.28	\$35.99	\$36.71	\$37.44	\$38.19	\$38.96	\$39.74	\$40.53
INSPECTOR II CODE ENFORCEMENT	16	\$35.92	\$36.63	\$37.37	\$38.11	\$38.87	\$39.65	\$40.44	\$41.25
INSPECTOR II BUILDING ENFORCE.	16	\$35.92	\$36.63	\$37.37	\$38.11	\$38.87	\$39.65	\$40.44	\$41.25
INSPECTOR II	16	\$35.92	\$36.63	\$37.37	\$38.11	\$38.87	\$39.65	\$40.44	\$41.25
ENGR TECH II	16	\$35.92	\$36.63	\$37.37	\$38.11	\$38.87	\$39.65	\$40.44	\$41.25
WPCF TECH	16	\$35.92	\$36.63	\$37.37	\$38.11	\$38.87	\$39.65	\$40.44	\$41.25
LIBRARIAN II	17	\$36.71	\$37.44	\$38.19	\$38.96	\$39.74	\$40.53	\$41.34	\$42.17
SR. SOCIAL WORKER	17	\$36.71	\$37.44	\$38.19	\$38.96	\$39.74	\$40.53	\$41.34	\$42.17
ASSISTANT ASSESSOR	18	\$36.80	\$37.54	\$38.29	\$39.05	\$39.83	\$40.63	\$41.45	\$42.27
SR. BUILDING INSPECTOR	19	\$38.87	\$39.65	\$40.44	\$41.25	\$42.07	\$42.92	\$43.77	\$44.65

### ATTACHMENT C - SALARIED PAY PLANS\*

2022 - 2023

LEVEL	POSITION	HOURS	START	1	2	3	4	5	6	7
1	YFS COUNSELOR I	35	\$56,176	\$57,300	\$58,446	\$59,614	\$60,807	\$62,023	\$63,263	\$64,529
2	PROGRAM SUPRV-Sr Ctr.	35	\$58,446	\$59,614	\$60,807	\$62,023	\$63,263	\$64,529	\$65,819	\$67,135
2	PROGRAM SUPRV-REC	35	\$58,446	\$59,614	\$60,807	\$62,023	\$63,263	\$64,529	\$65,819	\$67,135
3	YFS COUNSELOR II	35	\$60,807	\$62,023	\$63,263	\$64,529	\$65,819	\$67,135	\$68,478	\$69,848
1	PC/NETWORK SPEC	40	\$64,199	\$65,483	\$66,793	\$68,129	\$69,491	\$70,881	\$72,298	\$73,745
2	PLANNER	40	\$70,424	\$71,832	\$73,269	\$74,734	\$76,229	\$77,753	\$79,308	\$80,895
2	PC/NETWORK SPEC II	40	\$70,424	\$71,832	\$73,269	\$74,734	\$76,229	\$77,753	\$79,308	\$80,895
2	PLANNER I	40	\$70,424	\$71,832	\$73,269	\$74,734	\$76,229	\$77,753	\$79,308	\$80,895
2	MUNICIPAL VIDEO SPECIALIST	40	\$70,424	\$71,832	\$73,269	\$74,734	\$76,229	\$77,753	\$79,308	\$80,895
2	CODE ENFORCEMENT OFFICER / PLANNER I	40	\$70,424	\$71,832	\$73,269	\$74,734	\$76,229	\$77,753	\$79,308	\$80,895
2	COMMUNITY OUTREACH COORD	40	\$70,424	\$71,832	\$73,269	\$74,734	\$76,229	\$77,753	\$79,308	\$80,895
3	CIVIL ENGINEER	40	\$73,240	\$74,705	\$76,200	\$77,723	\$79,278	\$80,863	\$82,481	\$84,130
3	ACCOUNTANT	40	\$73,240	\$74,705	\$76,200	\$77,723	\$79,278	\$80,863	\$82,481	\$84,130
4	PROG/ANALYST	40	\$74,734	\$76,229	\$77,753	\$79,308	\$80,895	\$82,513	\$84,163	\$85,846
	G.I.S. PROG/ANALYST	40	\$74,734	\$76,229	\$77,753	\$79,308	\$80,895	\$82,513	\$84,163	\$85,846
5	GIS COORDINATOR	40	\$76,229	\$77,753	\$79,308	\$80,895	\$82,513	\$84,163	\$85,846	\$87,563
5	PLANNER II NEIGHBOR/COMM	40	\$76,229	\$77,753	\$79,308	\$80,895	\$82,513	\$84,163	\$85,846	\$87,563
5	PLANNER II LAND USE	40	\$76,229	\$77,753	\$79,308	\$80,895	\$82,513	\$84,163	\$85,846	\$87,563
5	PLANNER II ENVIRON	40	\$76,229	\$77,753	\$79,308	\$80,895	\$82,513	\$84,163	\$85,846	\$87,563
6	SR. PLANNER	40	\$83,165	\$84,829	\$86,525	\$88,257	\$90,022	\$91,823	\$93,658	\$95,532
6	ASSISTANT BUILDING / ZONING OFFICIAL	40	\$83,165	\$84,829	\$86,525	\$88,257	\$90,022	\$91,823	\$93,658	\$95,532
8	CIVIL ENGINEER (P.E.)	40	\$85,647	\$87,360	\$89,107	\$90,889	\$92,707	\$94,561	\$96,453	\$98,382

2023 - 2024

LEVEL	POSITION	HOURS	START	1	2	3	4	5	6	7
1	YFS COUNSELOR I	35	\$57,721	\$58,875	\$60,053	\$61,253	\$62,479	\$63,728	\$65,003	\$66,303
2	PROGRAM SUPRV- Sr Ctr.	35	\$60,053	\$61,253	\$62,479	\$63,728	\$65,003	\$66,303	\$67,629	\$68,982
2	PROGRAM SUPRV - REC	35	\$60,053	\$61,253	\$62,479	\$63,728	\$65,003	\$66,303	\$67,629	\$68,982
3	YFS COUNSELOR II	35	\$62,479	\$63,728	\$65,003	\$66,303	\$67,629	\$68,982	\$70,361	\$71,768
1	PC/NETWORK SPEC	40	\$65,964	\$67,284	\$68,630	\$70,002	\$71,402	\$72,830	\$74,287	\$75,773
2	PLANNER	40	\$72,360	\$73,807	\$75,284	\$76,789	\$78,326	\$79,892	\$81,489	\$83,120
2	PC/NETWORK SPEC II	40	\$72,360	\$73,807	\$75,284	\$76,789	\$78,326	\$79,892	\$81,489	\$83,120
2	PLANNER I	40	\$72,360	\$73,807	\$75,284	\$76,789	\$78,326	\$79,892	\$81,489	\$83,120
2	MUNICIPAL VIDEO SPECIALIST	40	\$72,360	\$73,807	\$75,284	\$76,789	\$78,326	\$79,892	\$81,489	\$83,120
2	CODE ENFORCEMENT OFFICER / PLANNER I	40	\$72,360	\$73,807	\$75,284	\$76,789	\$78,326	\$79,892	\$81,489	\$83,120
2	COMMUNITY OUTREACH COORD	40	\$72,360	\$73,807	\$75,284	\$76,789	\$78,326	\$79,892	\$81,489	\$83,120
3	CIVIL ENGINEER	40	\$75,254	\$76,759	\$78,295	\$79,860	\$81,458	\$83,087	\$84,749	\$86,444
3	ACCOUNTANT	40	\$75,254	\$76,759	\$78,295	\$79,860	\$81,458	\$83,087	\$84,749	\$86,444
4	PROG/ANALYST	40	\$76,789	\$78,326	\$79,892	\$81,489	\$83,120	\$84,782	\$86,477	\$88,207
	G.I.S. PROG/ANALYST	40	\$76,789	\$78,326	\$79,892	\$81,489	\$83,120	\$84,782	\$86,477	\$88,207
5	GIS COORDINATOR	40	\$78,326	\$79,892	\$81,489	\$83,120	\$84,782	\$86,477	\$88,207	\$89,971
5	PLANNER II NEIGHBOR/COMM	40	\$78,326	\$79,892	\$81,489	\$83,120	\$84,782	\$86,477	\$88,207	\$89,971
5	PLANNER II LAND USE	40	\$78,326	\$79,892	\$81,489	\$83,120	\$84,782	\$86,477	\$88,207	\$89,971
5	PLANNER II ENVIRON	40	\$78,326	\$79,892	\$81,489	\$83,120	\$84,782	\$86,477	\$88,207	\$89,971
6	SR. PLANNER	40	\$85,452	\$87,162	\$88,905	\$90,684	\$92,497	\$94,348	\$96,234	\$98,159
6	ASSISTANT BUILDING / ZONING OFFICIAL	40	\$85,452	\$87,162	\$88,905	\$90,684	\$92,497	\$94,348	\$96,234	\$98,159
8	CIVIL ENGINEER (P.E.)	40	\$88,002	\$89,762	\$91,558	\$93,388	\$95,257	\$97,162	\$99,105	\$101,087

2024 - 2025

LEVEL	POSITION	HOURS	START	1	2	3	4	5	6	7
1	YFS COUNSELOR I	35	\$59,308	\$60,494	\$61,704	\$62,938	\$64,197	\$65,481	\$66,790	\$68,127
2	PROGRAM SUPRV- Sr Ctr.	35	\$61,704	\$62,938	\$64,197	\$65,481	\$66,790	\$68,127	\$69,489	\$70,879
2	PROGRAM SUPRV - REC	35	\$61,704	\$62,938	\$64,197	\$65,481	\$66,790	\$68,127	\$69,489	\$70,879
3	YFS COUNSELOR II	35	\$64,197	\$65,481	\$66,790	\$68,127	\$69,489	\$70,879	\$72,296	\$73,742
1	PC/NETWORK SPEC	40	\$67,778	\$69,134	\$70,517	\$71,927	\$73,365	\$74,833	\$76,329	\$77,856
2	PLANNER	40	\$74,350	\$75,837	\$77,354	\$78,901	\$80,480	\$82,089	\$83,730	\$85,405
2	PC/NETWORK SPEC II	40	\$74,350	\$75,837	\$77,354	\$78,901	\$80,480	\$82,089	\$83,730	\$85,405
2	PLANNER I	40	\$74,350	\$75,837	\$77,354	\$78,901	\$80,480	\$82,089	\$83,730	\$85,405
2	MUNICIPAL VIDEO SPECIALIST	40	\$74,350	\$75,837	\$77,354	\$78,901	\$80,480	\$82,089	\$83,730	\$85,405
2	CODE ENFORCEMENT OFFICER / PLANNER I	40	\$74,350	\$75,837	\$77,354	\$78,901	\$80,480	\$82,089	\$83,730	\$85,405
2	COMMUNITY OUTREACH COORD	40	\$74,350	\$75,837	\$77,354	\$78,901	\$80,480	\$82,089	\$83,730	\$85,405
3	CIVIL ENGINEER	40	\$77,324	\$78,870	\$80,448	\$82,056	\$83,698	\$85,372	\$87,080	\$88,821
3	ACCOUNTANT	40	\$77,324	\$78,870	\$80,448	\$82,056	\$83,698	\$85,372	\$87,080	\$88,821
4	PROG/ANALYST	40	\$78,901	\$80,480	\$82,089	\$83,730	\$85,405	\$87,113	\$88,855	\$90,632
	G.I.S. PROG/ANALYST	40	\$78,901	\$80,480	\$82,089	\$83,730	\$85,405	\$87,113	\$88,855	\$90,632
5	GIS COORDINATOR	40	\$80,480	\$82,089	\$83,730	\$85,405	\$87,113	\$88,855	\$90,632	\$92,445
5	PLANNER II NEIGHBOR/COMM	40	\$80,480	\$82,089	\$83,730	\$85,405	\$87,113	\$88,855	\$90,632	\$92,445
5	PLANNER II LAND USE	40	\$80,480	\$82,089	\$83,730	\$85,405	\$87,113	\$88,855	\$90,632	\$92,445
5	PLANNER II ENVIRON	40	\$80,480	\$82,089	\$83,730	\$85,405	\$87,113	\$88,855	\$90,632	\$92,445
6	SR. PLANNER	40	\$87,802	\$89,559	\$91,350	\$93,177	\$95,041	\$96,942	\$98,880	\$100,859
6	ASSISTANT BUILDING / ZONING OFFICIAL	40	\$87,802	\$89,559	\$91,350	\$93,177	\$95,041	\$96,942	\$98,880	\$100,859
8	CIVIL ENGINEER (P.E.)	40	\$90,422	\$92,231	\$94,076	\$95,956	\$97,876	\$99,834	\$101,830	\$103,867

**ATTACHMENT D - RESERVED FOR FUTURE USE**

**ATTACHMENT E – RESERVED FOR FUTURE USE**



**ATTACHMENT F - UNION LEAVE REQUEST FORM**  
**Groton Municipal Employees Association/United Electrical**  
**Local 222**  
**Connecticut Independent Labor Union, Local #62**

---

Department Head/Division Head: \_\_\_\_\_

Name: \_\_\_\_\_

Date(s) of Requested Leave: \_\_\_\_\_

Purpose:

☐ Negotiation of Contract

☐ Labor Board Hearing

☐ Grievance Procedure

☐ Other (Please specify) \_\_\_\_\_

☐ Union Training

Time out of office: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

-----  
Recommendation: Dept. Head/Division Head

☐ Approved

☐ Denied

Reason for denial: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

-----  
Human Resources:

☐ Approved

☐ Paid Leave

☐ Denied

☐ Unpaid Leave

Signature \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT G - COMPENSATORY TIME ACCRUAL FORM  
FOR HOURLY EMPLOYEES**

Full Name: \_\_\_\_\_

Division: \_\_\_\_\_

Type of Activity: (Commission Meeting/Other): \_\_\_\_\_

Date of Activity: \_\_\_\_\_

Time in: \_\_\_\_\_

Time out: \_\_\_\_\_

Total Hours Worked: \_\_\_\_\_

Regular hours \_\_\_\_\_ @ 1.0 = \_\_\_\_\_

Overtime hours \_\_\_\_\_ @ 1.5 = \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\*\*\*\*\*

Approved \_\_\_\_\_  
Signature Date

Disapproved \_\_\_\_\_  
Title

**ATTACHMENT H – REQUEST FOR COMPENSATORY TIME USE**

Full Name: \_\_\_\_\_

Division: \_\_\_\_\_

DATE(S)	TIME	HOURS USED
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_

Date Requested

\_\_\_\_\_

Signature

\*\*\*\*\*

Approved \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Disapproved \_\_\_\_\_

\_\_\_\_\_

Title

**ATTACHMENT I – PENSION AGREEMENT**

**AN AGREEMENT PROVIDING FOR  
PENSIONS FOR MEMBERS OF THE GROTON MUNICIPAL  
EMPLOYEES ASSOCIATION**

**Effective January 1, 2007**

AN AGREEMENT PROVIDING FOR  
PENSIONS FOR MEMBERS OF THE GROTON MUNICIPAL  
EMPLOYEES ASSOCIATION

SECTION 1 - DEFINITIONS

The following words and phrases as used in this agreement, unless a different meaning is plainly required by the context, shall have the following meanings:

- A) AVERAGE ANNUAL PAY: the average of the highest three years annual pay.
- B) ANNUAL PAY: the annual salary or wages for service to the Town for one (1) year plus longevity and overtime payments up to \$6,000 per year. One year shall be the one year period immediately preceding the effective date of the employees retirement.
- C) RETIREMENT SYSTEM: the plan for retirement of Town employees covered by this agreement.
- D) RETIREMENT BOARD and THE BOARD: the Board serving as the trustees of the Retirement Fund.
- E) PENSION: a payment made to an employee according to the provisions of this contract other than a return of contributions.
- F) "HE" and "HIS" shall connote "SHE" and "HER" as appropriate.
- G) RETIREMENT FUND: the fund derived from contributions made as herein provided for the payment of pensions under this agreement.
- H) REGULAR INTEREST: interest compounded annually on the last day of the fiscal year at the rate determined from time to time by the retirement board.
- I) FISCAL YEAR: the twelve months from July first of any year to June thirtieth of the following year, both dates inclusive.

SECTION 2 - RETIREMENT BOARD

The management of the retirement system shall be vested in a Retirement Board constituted, appointed and with powers as provided in Section 5.5 of the Charter of the Town of Groton. The Board shall be the trustee of the retirement fund and shall have full power to control investments of the same in accordance with the laws of the state governing the investment of trust funds. Responsibility for the administration of the plan unless otherwise provided herein shall rest with the Director of Administrative Services who has been designated by the Town Manager as Plan Administrator.

SECTION 3 - APPLICABILITY

A) FULL TIME EMPLOYEES

This agreement shall apply to all full-time employees in the classifications covered by the collective bargaining agreement between the Town of Groton and the Groton Municipal Employees Association. Each eligible employee, who shall enter the classified service of the Town at any time, shall be required to participate in the retirement system, and such participation shall be a condition of continued employment.

## B) REGULAR PART TIME EMPLOYEES

Regular part-time employees (i.e. employees in the classifications covered by the collective bargaining agreement working less than 35 hours but 20 or more hours per week) employed as of the effective date of this agreement shall have the option to elect to participate in the retirement plan, effective upon written notification to the Plan Administrator. They shall also have the option to buy back any or all previous years of service, defined as 1000 hours of work. The buy-back amount shall be 4% of salary at their median point of service as a regular part time employee multiplied by the number of years to be bought back. Buy back shall be by lump sum or payroll deduction with the terms and interest rate to be determined by the Retirement Board. The options to participate and buy back previous service must be exercised within one year of the date of this agreement.

Regular part-time employees hired after the effective date of this agreement shall be eligible to participate in the retirement plan. However, they must elect whether or not to participate within 6 months from their appointment as a regular part-time employee.

If and when appointed full time, years of service as a regular part-time employee shall be converted to equivalent full time service (i.e. 1000 hours would be converted to .55 years of full time service based on a 35 hour work week (1820 hours) or .48 years of full-time service based on a 40 hour work week (2080 hours)).

## C) PART TIME EMPLOYEES

Part-time, seasonal or temporary employees not covered by the collective bargaining agreement if and when appointed full time may buy back any or all consecutive part-time or full-time service immediately preceding full time appointment at no cost to the Town (i.e. employee pays 100% of the buy back cost as determined by the Retirement Board).

## SECTION 4 - CONTRIBUTIONS BY THE TOWN

The Town shall pay into the retirement fund such amounts, in addition to contributions of the employees, that are actuarially necessary to provide future pensions on account of service rendered by employees subsequent to the date upon which each shall begin participation in the retirement system. Whenever the retirement benefits payable to employees are increased by an amendment to this agreement, the Town shall also be liable to the Retirement Fund for an actuarially determined amount on account of future pensions representing services rendered prior to the effective date of such amendment adequate to compensate the retirement fund for the difference between monies received from other sources as specifically provided for in the amendment, towards the actuarial value of these prior services and the full actuarial value of the prior services, which amount shall be payable periodically as necessary to discharge such liability over a definite period not to exceed thirty years; provided that in no fiscal year shall the payment made on this account be less than the regular interest on the amount of such liability still outstanding.

## SECTION 5 - CONTRIBUTIONS OF EMPLOYEES

A) CONTRIBUTION RATE: the rate of contribution to be made by an employee participating in said retirement system shall be 5% of annual pay. All contributions shall be collectible from the employee as deductions from pay and transmitted immediately to the Retirement Fund.

B) RETURN OF CONTRIBUTION: in the event of termination of employment of any employee from the retirement system, provided that he does not elect to leave his contributions in the Retirement Fund as provided herein, or in the event of his death prior to the effective date of his retirement, the Board shall pay to him or to his legal representative or designated beneficiary an amount equal to his contributions under this section, plus regular interest thereon compounded annually; or, at the death of an employee subsequent to the effective date of his retirement, provided he has not elected the contingent beneficiary option or the ten year certain option, the amount of any excess of his accumulated contributions as of such effective date of retirement over pension payments made to him; or, in the event of the discontinuance of the retirement system in whole or in part, an amount equal to his accumulated contributions and interest thereon.

## SECTION 6 - VESTING

No employee shall have a vested interest in any funds of the retirement system, other than in an amount equal to his own contributions plus regular interest thereon, except that upon termination of employment after at least five (5) years of continuous service an employee shall be 100% vested in the Town's contributions and, provided he shall elect to leave his contributions in the retirement fund, shall be entitled to receive a deferred retirement benefit computed as provided in Section 9A for normal retirement, commencing at the earliest date on which he could have retired under Section 7A if he had continued in the service of the Town.

## SECTION 7 - RETIREMENT ELIGIBILITY

A) **NORMAL RETIREMENT:** Any member of the retirement system who has completed fifteen (15) years of continuous service as an employee of the Town of Groton and has attained the age of sixty years or has completed ten (10) years of continuous service as an employee of the Town of Groton and has attained the age of sixty-five years or has attained the age of fifty-five and has completed twenty-five (25) years of continuous service as an employee of the Town of Groton shall be eligible for retirement for superannuation under the provisions of this agreement.

B) **EARLY RETIREMENT:** Any member of the retirement system who does not meet these age and service requirements, but who has attained the age of sixty and has completed ten years of continuous service as an employee, may be granted an early retirement in accordance with Section 9B.

C) Any such eligible member may retire from service by filing with the Plan Administrator a written request to retire containing a desired retirement date, at least 60 days in advance of his/her proposed retirement date shorter notice may be permitted at the discretion of the plan administrator. The Plan Administrator shall certify that the member is eligible to retire and determine the amount of the retirement benefits the member is eligible to receive under the provisions of this agreement. Upon receipt of this certification, the Retirement Board shall by resolution authorize the payment of benefits from the retirement fund.

D) **DISABILITY RETIREMENT:** Any member of the retirement system, who, after ten years of continuous service as an employee of the Town, shall be totally and permanently disabled, except as a result of his own willful misconduct, from earning compensation at any employment may be retired for disability according to the provisions of this contract; provided proof of total disability be submitted to the Plan Administrator, which shall cause examinations to be made by an impartial medical examiner; and provided such total disability, if shown to the satisfaction of the Retirement Board to have been sustained during the performance of essential duties pertaining to his employment by the Town, shall entitle such member to retirement for disability, irrespective of duration of his employment.

## SECTION 8 - CONTINUOUS YEARS OF SERVICE

A) In the case of absence from employment for more than one year, the Retirement Board shall determine the period within which the employee may return without breaking the continuity of his service. Reinstatement of an employee in the retirement system shall be conditioned upon such medical examinations as the Board may prescribe. In no event will reinstatement be permitted if the employee has received a refund of his contribution to the system upon his former withdrawal from the system; such employee shall be deemed to be a new employee from the date of such reemployment or resumption, and his period of continuous service shall be counted from such date.

B) In the case of eligible employees of the Town who were such prior to July 31, 1962, credit shall be given for service prior to August 1, 1962 only to the extent that the employee has made the contributions required with respect to such service according to the provisions of this ordinance. The period during which any employee is on leave of absence for service in the military or naval forces of the United States in time of war, or for compulsory service in the military or naval forces of the United States in time of peace, shall be included in computing length of service, provided that the employee shall have received an honorable discharge or certificate of satisfactory completion of service and shall have returned to the employ of the Town within ninety (90) days after such



discharge, or completion of service, except this period may be further extended from time to time by the Retirement Board in its sole discretion for disability incurred in the course of such service.

#### SECTION 9 - RETIREMENT BENEFITS

##### A) NORMAL RETIREMENT:

The Retirement Board shall in accordance with Section 7C pay to each member of the retirement system who has been retired for superannuation, according to the provisions of this agreement, a pension for life in an amount determined as follows: two and five one hundredths 2.05% percent of his average annual pay multiplied by the number of years of his continuous service with the Town up to 30 years of service and one and one quarter (1-1/4%) percent of average annual pay multiplied by years of continuous service thereafter.

B) EARLY RETIREMENT: The Retirement Board shall in accordance with Section 7C pay to each member who has been granted an early retirement in accordance with Section 7B, a pension for life determined as in the case of retirement for superannuation, as provided herein, but based upon his average annual pay and continuous service prior to the date of his early retirement; provided, however, that the early retirement pension thus determined will be reduced in accordance with the following schedule:

Age 60	Total Years of Service and Age	Reduction Factor
	74	0.97
	73	0.94
	72	0.91
	71	0.88
	70	0.85

The Reduction Factor shall be applied to the benefits the employee would have received based on the formula contained in Section 9A.

C) DISABILITY RETIREMENT: The Retirement Board shall pay to each member who has been retired for disability, according to the provisions of this agreement, a pension during the continuance of such disability in an amount determined as in the case of a member retiring for superannuation, as provided herein, but based upon his average annual pay and continuous service prior to the date of his retirement for disability. The Plan Administrator may, from time to time, call for medical evidence that the employee continues totally disabled. If the Retirement Board shall, upon competent medical evidence, conclude that the disability for which the employee is receiving a pension no longer exists, or if it be established that such employee is engaged in gainful occupation, the Retirement Board shall thereupon order a discontinuance of the pension payable to such employee and he shall be entitled to any excess of his accumulated contributions as of the date of commencement of disability over the amount of disability pension paid.

D) OPTIONAL PENSION BENEFITS: Each member of the retirement system shall have the option to be exercised by written direction to the Plan Administrator, at any time at least thirty (30) days prior to the commencement of his pension benefits, or at any time within such thirty day period, provided he furnishes evidence of good health satisfactory to the Plan Administrator, to elect to have his pension paid according to either one of the following optional forms:

1. Contingent Beneficiary Option: An actuarially reduced pension benefit payable to him during his lifetime after retirement with all or part of such reduced pension benefit, as the member shall specify, to continue to a contingent beneficiary for his life after the death of a retired member.

2. Ten Year Certain Option: An actuarially reduced pension benefit payable to him during his lifetime, and in the event of his death within a period of ten years after his retirement, the same

reduced amount shall be paid for the remainder of such ten year period to his designated beneficiary.

3. Pop - Up Option: An actuarially reduced pension benefit payable to him during his lifetime with all or part of such reduced pension benefit, as the member shall specify, to continue to a contingent beneficiary for his life after the death of a retired member. However, if the contingent beneficiary shall die before the retired member, the benefit paid to the retired member shall "pop-up" to the initial pension benefit in effect prior to the election of this option.

The reduced pension payable under the terms of these options shall be actuarially equivalent, as determined by the Plan Administrator according to such actuarial tables as it may prescribe for this purpose, to the pension otherwise payable in accordance with the provisions of this contract.

#### E) BUY BACK OF MILITARY SERVICE

Employees shall have the option to buy back up to three (3) years of full time military service for the purpose of benefit calculation, but not retirement eligibility. The buy back amount shall be 4% of salary at the employees median point of service multiplied by the number of years desired to be bought back. Payment shall be by lump sum or payroll deduction with terms and interest rate to be determined by the Retirement Board. For current employees this option must be exercised within one year of the date of this agreement and for employees hired subsequent to the date of this agreement within one year from date of hire.

#### SECTION 10 - PAYMENT PROVISIONS

A) NORMAL BENEFITS: All pension payments shall represent completed months of retirement, and shall become due and payable to the person entitled thereto on the last day of each calendar month; provided the initial pension payment to a retired member shall be computed at the proportion of the amount of his regular monthly pension corresponding to the fraction of the month elapsed since the effective date of his retirement.

B) MAXIMUM BENEFIT: No pension paid to any member under this agreement shall exceed seventy percent (70%) of his average annual pay.

C) MINIMUM BENEFITS: The Town guarantees that no pension for superannuation or for disability which shall become payable under this contract shall be less than \$500.00 per month or the amount which the member's accumulated contributions will purchase according to the actuarial tables employed by the Town for this purpose, whichever is greater except that the minimum pension for superannuation for members who retire with less than fifteen (15) years of continuous participation in the retirement system shall be determined by multiplying the minimum monthly pension of \$500.00 by the ratio of the number of years of continuous participation to fifteen, (i.e., an employee with fourteen (14) years of continuous participation would be entitled to a minimum pension of 14/15 of \$500.00.) The Town also guarantees that no pension payable hereunder to an employee who was a member of the retirement system on June 30, 1962 shall be less than the pension to which the employee would have been entitled under Number 378 of the Special Acts of 1943, as amended.

D) DISABILITY BENEFITS: No pension payable on account of total permanent disability sustained during the performance of essential duties pertaining to the Town, as provided herein, shall be less than six thousand dollars (\$6,000) per annum including any concurrent payment available under the Workers' Compensation Act or under the Federal Social Security Act.

E) CONTINGENT BENEFICIARY OPTION: In the case of the contingent beneficiary option, the following rules shall apply. If a member who has elected this option dies before his actual retirement date, no benefits under this option shall be payable to his designated contingent beneficiary. However, if the member has met the requirements for normal retirement as specified in Section 7A, and dies prior to actual retirement, it shall be presumed that the member had elected the 50% contingent beneficiary option with the member's spouse or other designated beneficiary being the designated contingent beneficiary and as such entitled to benefits under this option as if the member had died subsequent to retirement. If the contingent beneficiary of a member who has elected this option dies before the member's actual retirement date, the monthly pension benefit normally

provided under this contract will be payable to the member upon his retirement as this option had not been elected. If the contingent beneficiary dies after the member's actual retirement date and prior to the death of the member, the amount of the pension payments which the retired member is then receiving will continue unchanged and will cease upon the member's death. Election of this option is conditional upon the designation of the name and sex of the contingent beneficiary and furnishing to the Plan Administrator proof satisfactory to such Administrator of the age of the contingent beneficiary prior to the member's retirement. Any change may be made in the election of this option provided that such change is made at least thirty (30) days prior to the commencement of the member's pension benefits, or the Plan Administrator may permit a change within such thirty day period provided ~~the member and~~ the proposed contingent beneficiary furnish to the Plan Administrator evidence of good health satisfactory to such Administrator.

F) TEN YEAR CERTAIN OPTION: In the case of the ten year certain option, the following rules shall apply. If a member who has elected this option dies before his actual retirement date, no benefits shall be payable under this option. At any time, and from time to time, each member shall have the unrestricted right to designate the beneficiary to receive the death benefits, if any, provided for by this option, and to change any such designation. Each such designation shall be evidenced by a written instrument filed with the Plan Administrator in such form as the Plan Administrator may prescribe. If no such designation is on file with the Plan Administrator at the time of death, or if for any reason such designation is defective, then the estate of such member shall be deemed to be the beneficiary designated to receive such benefits; in this event, the computed value off the balance of payments, as determined by the Plan Administrator, shall be paid by the Retirement Board in a lump sum to the estate of the deceased member.

G) PAYMENTS FOR ACCIDENTAL DEATH RESULTING FROM PERFORMANCE OR DUTY: if it shall be shown to the satisfaction of the Retirement Board that a member sustained bodily injuries effected directly or independently of all other causes through external violent and accidental means, while engaged in essential duties pertaining to his/her employment by the Town of Groton, and that such injuries, independently and exclusively of all other causes, and within nine months from the date of the accident, caused the death of such member, the designated beneficiary of such member shall be entitled to an annuity of six thousand dollars (\$6,000.00) payable in monthly installments, during his/her lifetime, but for a period not to exceed (10) years, the first payment to become due one (1) month subsequent to the discontinuance of any payments for which the Town may be liable under the Workers' Compensation Act. The Town of Groton shall reimburse the Retirement Fund for all monies paid out to beneficiaries in accordance with this section. If the designated beneficiary is entitled to benefits as a designated contingent beneficiary under Section 9, the beneficiary has the option to receive benefits under either section. However, the election of benefits must be made within ninety (90) days from receipt of a Notice from the Plan Administrator requesting election of benefits.

## SECTION 11 – HEALTH BENEFITS

Employees that are age 55 or over retiring under the provisions of the pension agreement may elect to enroll for group insurance coverage as provided below for themselves, their spouse, and dependents. Such election shall be made at the time of retirement. Retirees who do not elect to enroll at the time of retirement may enroll later provided they supply a certificate of prior coverage notating cancellation of prior coverage but shall be limited to one such election to enroll in the plan. Retirees electing to enroll at retirement may choose to terminate coverage once and elect to reenter the plan provided they show a certificate of prior coverage at reentry.

- A) Up to age 65 the scope of coverage shall be limited to the Blue Cross and Blue Shield Century Preferred Plan or other managed care plan in effect for active employee.

Additional coverages for employee only shall include a prescription drug plan with a \$2,000 annual limit and the following co-pays.

\$30.00 Brand Name  
\$15.00 Generic  
\$5.00 Mail Order

Blue Cross/Blue Shield full service Dental Plan with Rider "A" Additional Basic Benefits.

The retiree shall be responsible for the following co-Insurance:

Age	Retiree	Spouse	Dependents
55-57	100%	100%	100%
57-64	15%	50%	100%

B) Upon reaching 65, employees and Spouse shall be eligible for the following coverages contingent upon eligibility for and participation in Medicare Part B.

- 1) Blue Cross 65 High Option Plan
- 2) Blue Shield 65 Plan 81 (High Option)
- 3) Blue Cross Major Medical (\$50,000 Max, \$100 deductible)

Retiree Only:

- 1) Blue Cross/Blue Shield Full Service Dental Plan with Rider "A" additional Basic Benefits
- 2) Blue Cross/Blue Shield prescription plan with a 2,000 annual limit and the following co-pays  
\$30.00 Brand  
\$15.00 Generic  
\$ 5.00 Mail Order

In addition to the copays, the retiree shall be responsible for 10% of the applicable conventional premium rate (COBRA RATE) determined by the insurance carrier or administrator for all health insurance benefits including prescription. Effective 07/01/07 the co-insurance shall be 11%. Effective 07/01/08 and thereafter, the co-insurance shall be 12% or the rate paid by bargaining unit members whichever is higher.

The Town shall pay 50% of the additional premium cost for the spouse.

#### SECTION 12 - SICK LEAVE PAYMENTS

Employees retiring at normal retirement age, taking early retirement or leaving employment as vested in the retirement system and eligible for a deferred retirement benefit, may convert accrued sick leave to cash, between 100 to 200 days at a rate of 75% or a maximum of seventy-five (75) days, with payment based on the employee's rate of pay when they leave employment or retire.

#### SECTION 13 - EMPLOYEES OF CERTAIN POLITICAL SUBDIVISIONS

A) If an employee of a political subdivision of the Town terminates his or her employment with the subdivision and simultaneously becomes an employee of the Town, or if any employee of the Town terminates his or her employment with the Town and simultaneously becomes an employee of a political subdivision of the Town which has included its employees in the retirement system, the retirement benefits of any such employee shall not be affected by any such change of employment provided that the contributions required from such employee are continued to be made by him or her to the Retirement Fund and provided that the new employer of any such employee makes to the fund the contribution required from the employer on account of such employee.

B) If an individual is employed by both the Town and a political subdivision of the Town which has included its employees in the retirement system, the contributions of such an employee to the retirement fund and the benefits afforded such an employee shall be determined as though the services of such employee were performed solely for the Town provided that the employer's contributions to the fund for such employee shall be shared by the Town and the political subdivision, each being responsible for the proportion of the total employer's contribution as the pay received by such employee from each employer bears to the pay received by such employee from both employers. The collection of both the employee's and employer's contributions shall be in accordance with such rules and regulations as the Board may prescribe.

#### SECTION 14 - LIMITATIONS OF ACTION

No action for any amount due under the provisions of this ordinance shall be brought but within six (6) years after the right of action shall accrue. Persons legally incapable of bringing an action when the right shall accrue may sue at any time within three years next after becoming legally capable of instituting suit. All amounts not claimed within said period shall remain absolutely a part of the retirement fund.

#### SECTION 15 - EXCEPTION FROM TAXATION

The right of any person to a pension or to the return of contributions, any benefit or right accrued or accruing to any person under the provisions of this act shall be exempt from any state or municipal tax, and exempt from levy and sale, garnishment, attachment or any other process, and shall be unassignable except as provided by law.

#### SECTION 16 - ANNUAL REPORT

The association may request financial information the Town has available on the pension plans prior to the two year report becoming available.

#### SECTION 17 - SPECIAL PROVISION FOR RETIREMENT OF CERTAIN EMPLOYEES

All provisions of the retirement system established for the employees of the Town of Groton by Number 378 of the Special Acts of 1943, as amended, shall continue to apply without change to all members retired prior to August 1, 1962, without regard to the terms of this amended agreement.

#### SECTION 18 - RETIREES

The retirement benefits of former employees who have been retired for five (5) or more years or if deceased, their beneficiary shall be jointly reviewed by the Town and Association every two years to decide if adjustments should be made. The Association may submit recommendations to the Town for consideration and the Town shall meet with the Association to discuss the recommendations. Factors to be considered in determining whether an adjustment in benefits will be recommended to the Town Council shall include: increases in the cost of living, the financial condition of retirement fund in particular the rate of return on investments and the length of time since last adjustment.

If the parties cannot agree on a recommended adjustment, both the Association and Town proposals may be submitted to the Town Council without recommendation. The recommended adjustment or proposals shall be forwarded to the Town Council on or about October 1st., beginning in 1997 with any increases to be effective the next July. The increases also shall apply each July 1st. to retirees who reach the five (5) year limit in the interim period before the next review. The decision of the Town Council shall be final and not subject to the grievance procedure, nor shall the process outlined in this section be considered interim bargaining under Section 7-473c C.G.S..

#### SECTION 19 - DURATION

This agreement shall be effective January 1, 2007 and remain in effect through December 31, 2012 and shall continue thereafter until a new agreement is reached by the parties. Negotiations shall be in accordance with Section 7-467 to 7-477 inclusive of the Connecticut General Statutes including any amendments thereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Groton, Connecticut, on this 5<sup>th</sup>  
day of Jan., 2008.

TOWN OF GROTON MUNICIPAL  
EMPLOYEES ASSOCIATION

By: Claire Senuta  
Claire Senuta  
President

Witness:

By: John Sauer  
By: Nancy Budball

THE TOWN OF GROTON

By: Mark Oefinger  
Mark Oefinger  
Town Manager

Witness:

By: Nick J. Bresnahan  
By: Alex S. Zell