

AGREEMENT OF THE PARTIES

between

THE TOWN OF GROTON

and

**LOCAL 818 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFL-CIO**

July 1, 2022 – June 30, 2025

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**WORKING AGREEMENT
BETWEEN THE TOWN OF GROTON**

-and-

**GROTON SUPERVISORY EMPLOYEES
LOCAL 818 OF COUNCIL #4
AFSCME, AFL-CIO**

THIS AGREEMENT is entered into by and between the Town of Groton, hereinafter referred to as the "Town" and Local 818 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION

Section 1.1

The Town recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and conditions of employment for employees in the classifications listed below:

**Building Maintenance Supervisor
Parks Maintenance Supervisor
Public Works Supervisor - Roads and Streets
Public Works Supervisor - Equipment Maintenance
Supervisor Technical Services
Assessor
Tax Collector
Manager of Planning Services
Public Buildings and Fleet Supervisor**

and any additional classifications certified by the State Board of Labor Relations.

The above referenced classifications shall not be altered or amended except by mutual agreement.

The salary range for positions that become vacant during the term of this agreement shall be subject to negotiation prior to the position being filled.

Section 1.2

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 shall not be binding on either party unless reduced to writing and mutually agreed upon.

ARTICLE II - UNION PAYROLL DEDUCTION

Section 2.1

Upon receipt of a voluntarily signed authorization form from the employee involved, the Town agrees to deduct from the employee's pay each pay period, such dues and/or service fees as determined by the Union.

Section 2.2

The amount will be certified by a responsible Union Officer in writing and may be raised or lowered by the Union at any time upon notification by the Union to the Town.

Section 2.3

Such payroll deductions, as provided herein, shall be remitted to the Council #4 Office of the Union by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

Section 2.4

The Union agrees to indemnify and save the Employer harmless from and against any and all claims, demands, or suits that may arise out of or by reason of any action or inaction taken by the Employer for purpose of complying with any provision of this Article, including reasonable attorney's fees and costs.

ARTICLE III - MANAGEMENT RIGHTS

Section 3.1

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

- 1) To determine the care, maintenance and operation of equipment and property used of and on the behalf of the purposes of the Town.
- 2) To establish or continue policies, practices and procedures for the conduct of Town business and its relationship with its employees, including its personnel rules.
- 3) To discontinue processes or operations.
- 4) To select and to determine the number, types and qualifications for employees required to perform the Town's operations.
- 5) To employ, transfer, promote or demote employees, or lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons.
- 6) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

- 7) To insure that incidental duties connected with departmental operations shall be performed by employees.
- 8) To establish contracts or subcontracts for municipal operations.

The above rights, responsibilities and prerogatives are inherent to the Town Council and the Town Manager by virtue of Statutory and Charter provisions and are not subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE IV - STRIKES AND LOCKOUTS

Section 4.1

During the term of this agreement, there shall be no lockouts on the part of the employer and no strikes, slow-downs or stoppages of work on the part of the Employees, and the Union agrees that neither it nor any local officers or representatives will call, instigate, authorize or ratify any strike, slow-down, or stoppage of work.

Section 4.2

Employees will undertake to carry out properly 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 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 V – SENIORITY, LAYOFF AND BULLETIN BOARD

Section 5.1

Seniority is defined as the length of service of the employee from the first date of full-time employment by the Town in a classification covered by this Agreement.

Section 5.2

- A. The first twelve (12) months of service in any given position shall be considered probationary and employees shall be considered at-will. During such period the employee shall be subject to all other clauses of this Agreement but shall be on probation and may be disciplined or discharged (in the case of new employees) or demoted to his/her former position (in the case of promotions) by the Town without recourse to the grievance and arbitration provision of this Agreement.
- B. Upon successful completion of the working test probationary period, the appointment or promotion will become final and the appointee will be classified as a regular employee in the classification to which he was appointed and served the probationary period.
- C. Regular employees serving a probationary period in a position to which he or she has been appointed as a result of a promotional examination or transfer, if removed therefrom, shall be immediately restored to his or her former position, and the appointee displaced by

such a restoration shall be restored to his or her former position or to his or her former place on the eligibility list from which he or she was certified, as the case may be.

D. Time spent in a temporary position may not be included as part of a probationary period, except:

- 1) When an employee in the classified service has been appointed on a temporary basis to a higher classification and is later promoted to that position, the time spent in the position on a temporary basis shall be counted toward the probationary period.
- 2) No employee may be required to serve more than one probationary period in the same job classification, nor shall an appointee from a reemployment list be required to serve a probationary period if he or she shall have once served a probationary period in the same classification in the same department, but he or she may be required to serve such probation if appointed to the same or comparable classification in another department.

Section 5.3

Any employee laid off because of elimination of position shall be given thirty (30) calendar days' notice of such action. Such employee shall be entitled to return to the employment of the Town in the position from which he was terminated within one (1) years of the layoff date or the period of continuous employment whichever is less, provided that the employee is able to perform the duties of the position and provided further that the employee returns to the position within three (3) weeks after the Town forwards a notice of recall to the employee at his/her last known address.

The essential duties of any bargaining unit position eliminated or vacated for any reason shall not be transferred to a position outside of the bargaining unit.

Section 5.4

Any employee placed on layoff or separated from the Town in good standing* shall receive full payment for all unused accumulated annual leave.

*Good standing means not terminated for cause and provides two week notice in the event of a resignation

Section 5.5

The Town agrees to allow the Union use of the bulletin board for purposes of posting material relating to Union business.

ARTICLE VI - HOURS OF WORK

Section 6.1

It is mutually understood and agreed that, except as provided below the normal work day shall be eight (8) consecutive hours and the normal work week shall be five (5) consecutive days, Monday through Saturday, for a total of forty (40) hours. Deviation from the normal work schedule shall be only by mutual agreement between the Department Head and the employee.

Section 6.2

- A. Employees shall be salaried exempt and not eligible for overtime payments or additional compensation except as provided in this section.
- B. Employees shall as part of their job responsibilities respond to emergency situations, attend meetings outside of normal work schedule and other duties required to carry out duties and responsibilities of their positions.
- C. Employees who are mandated to work outside of their normal work schedule due to an emergency shall be compensated at straight time for all hours worked with a two (2) hour minimum.

Section 6.3

Any employee required to work due to an emergency after his/her regular working hours shall, if time extends beyond 6:00 p.m., be entitled to a meal allowance of \$10.00 and thereafter be entitled to a meal allowance of \$10.00 every six (6) hours.

If an employee is called to work in excess of three hours prior to the start of the regular working day, he/she will receive a meal allowance for breakfast as stated above.

ARTICLE VII - HOLIDAYS

Section 7.1

All employees covered under this Agreement shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth Day	Christmas Day
Fourth of July	

and any other days which the Town Manager may hereafter designate as a holiday for all other municipal employees.

Section 7.2

When a designated holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Section 7.3

When a designated holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

Section 7.4

Any employee on leave of absence for purposes of field training in connection with membership in the National Guard, Naval Militia, Reserve Corps, or organized militia, shall not be subject by reason of such absence, to loss or reduction of holiday privileges.

Section 7.5

Any employee on leave of absence for purposes of jury duty, shall not be subject by reason of such absence, to loss or reduction of holiday privileges.

ARTICLE VIII - SPECIAL LEAVE

Section 8.1

Special leave with pay will be granted to all employees in the bargaining unit on the days, or portions thereof, listed below:

- A. December 24, whenever it occurs on Monday.
- B. December 24, from twelve noon, whenever it occurs on a Tuesday, Wednesday or Thursday.
- C. December 26, whenever it occurs on a Friday.
- D. Other days or portions of days as may be declared by the Town Manager.

Section 8.2

Employees covered by this Agreement, will be relieved from duty during periods of special leave, unless the nature of the duties require that services be provided. All employees relieved from duty shall be paid the same amount of money as they would normally have received for a normal work day and any employee who, because of his/her work schedule would not normally have worked during the period of the special leave, will be granted equivalent time off with pay.

Section 8.3

Employees covered by this Agreement, required to work during periods of special leave because of the nature of his/her duties, emergency or other reason shall be paid at the rate of time and one half (1-1/2) for each hour worked, provided said work has been authorized by the appropriate Department Head, in addition to the payment provided for in the preceding paragraph.

Section 8.4

- A. Authorized Union Functions: One (1) Union officer and/or delegate, shall be granted leave with pay, not to exceed three (3) days per contract year to attend officially sponsored meetings, conferences or conventions, providing no compensation for lost time is received by the employee from the Union. Prior notification of such leave of absence must be given to the Department Head.
- B. Two (2) Union officers and/or delegates shall be granted leave with pay during working hours, for purposes of attending collective bargaining negotiations.

ARTICLE IX - ANNUAL LEAVE

Section 9.1

Regular full-time employees covered by this agreement shall be granted annual leave at the employee's regular rate of pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Days Accrued Per Month</u>	<u>Leave Per Year</u>
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

Annual 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 shall not be granted for periods of less than one-half (1/2) day.

Time spent in full-time employment with the Town, whether under a regular or probational appointment shall be included in the determination of said annual leave. All full time employees whether regular or probationary shall be eligible to use the same.

Section 9.2

In addition to the annual leave accrued under the provisions of Section 9.1, employees shall be granted two (2) additional days of leave each July 1st, which shall be termed a casual day and may be used in one (1) hour increments except if taken at the first or last hour of the work day in which case they may be used in one-quarter (1/4) hour increments. Employees with over five (5) years of service shall receive four (4) days of leave July 1st. All other provisions of this Article unless otherwise specified, shall apply to casual days, including prior approval of the Department Head.

Section 9.3

Employees are entitled to carryover up to 1 year's worth of vacation accrual each June 30th.

Casual days or portions therefore not used during the prior year shall be converted to annual leave each July 1st.

Section 9.4

To the extent feasible and consistent with effective departmental operation, employees will be permitted to take annual leave according to their own convenience to the following conditions:

- A. The Department Head shall be notified two weeks in advance of any annual leave request for more than three (3) days. The Department Head shall be notified twenty-four hours in advance of any annual leave of less than three (3) days. However, nothing shall preclude

the Department Head from granting leave without the required advance notice if it does not adversely affect the operation of the department. However, no annual leave shall be granted without prior approval of the Department Head.

- B. Scheduling of leave time shall be in the order of departmental seniority with preference being given to the persons having the longest employment in the department.
- C. Granting of annual leave time is mandatory upon each Department Head but the time such leave is granted shall be consistent with the best interests of the work program of the department or a division thereof, provided that no employee may be deprived of annual leave privileges to which he is entitled under this section.

Section 9.5

Any employee on leave of absence for purposes of field training in connection with membership in the National Guard, Naval Militia, Reserve Corps, or organized militia, shall not be subject by reason of such absence to loss or reduction of annual leave.

Any employee on leave of absence for purpose of jury duty shall not be subject by reason of such absence to loss or reduction of annual leave.

Section 9.6

If a regular employee of good standing dies while in the service of the Town and has accrued annual leave at the time of death, the estate of the deceased shall be entitled to an amount equivalent to the accrued annual leave up to the day of the month next preceding the day of death.

ARTICLE X - SICK LEAVE

Section 10.1

- A. Sick leave shall begin to accrue on the first day of the next full calendar month following the date of appointment.
- B. All full time employees hired before July 1, 2016 are entitled to a sick leave at the rate of one day per month for a total of twelve (12) days per year and such sick leave may be accumulated to a total of two hundred (200) days. All full time employees hired on or after July 1, 2016 are entitled to a sick leave at the rate of one day per month for a total of twelve (12) days per year and such sick leave may be accumulated to a total of one hundred and fifty (150) days.

Employees upon retirement may convert accrued sick leave in excess of 100 days to cash with payment based on the employee's rate of pay at retirement or convert the excess days to leave with pay immediately prior to retirement maintaining all benefits.

- C. Time spent in full time employment with the Town, whether under a regular or probationary appointment, in a regular classification, shall be included in the determination of said sick leave, and all full time employees, whether regular, or probationary, shall be fully eligible to use the same. Sick leave shall not be charged in less than 1/2 hour increments.
- D. 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 required the employee's personal attention and the absence is more than three (3) consecutive days the necessity of such attention must be supported by a doctor's certificate. Immediate family, as used herein, shall mean spouse, father, mother, brother, sister, son or daughter or members of the immediate household.
- E. Employees using sick leave shall notify their supervisor within 30 minutes of the normal starting time on the first day of their absence or at the time of leaving, if at work, stating the nature of their illness, and how long they expect to be absent from work. If the employee's absence exceeds the time indicated on the first day of absence, the employee shall notify their supervisor within thirty (30) minutes of 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.
- F. 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 absence 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.
- G. If any calendar month in which an employee accumulates more than three separate absences charged to sick leave or unauthorized absences, with or without pay, said employee shall not accrue sick leave credit for that month, unless the employee provides a doctor's certificate to substantiate sick leave for the fourth or any additional absences.
- H. In the event an employee who has worked for the Town two or more years has used up all accumulated sick and annual leave due to a serious and protracted illness, said employee may apply in writing to the Department Head and the Town Manager for an extension of sick leave beyond that accumulated by the employee not to exceed ten (10) days in any calendar year. Leave granted under this provision shall be charged to sick leave accumulated upon the employee's return to work at the rate of one-half (1/2) day per month until the deficit is eliminated. Decision whether to grant leave under this provision shall be at the discretion of the Town Manager but shall not be granted arbitrarily or discriminatively. Said decision shall not be subject to the grievance procedure.
- I. Any employee on leave of absence for purposes of field training in connection with membership in the National Guard, Naval Militia, Reserve Corps, or organized militia, shall not be subject by reason of such absence, to loss or reduction of sick leave.
- J. Any employee on leave of absence for purpose of jury duty shall not be subject by reason of such absence to loss or reduction of sick leave.

ARTICLE XI - RESERVED FOR FUTURE USE

ARTICLE XII - LEAVE OF ABSENCE WITHOUT PAY

Section 12.1

Conditions under which leave of absence without pay may be granted:

- A. With the prior notification of the Department Head, permanent employees shall be granted leave of absence without pay for funerals of friends, and special religious holidays. Such leave shall not exceed six (6) working days in any calendar year or two (2) in any one (1) month.
- B. Leave of absence without pay, may also be granted to permanent employees for any good and sufficient reason, upon the written recommendation of the Department Head and the approval of the Town Manager for periods of three (3) days or more up to a maximum of one (1) calendar year.

Section 12.2

Effect on Fringe Benefits and Seniority

- A. 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, with the exception of the monthly accrual of sick and annual leave if the absence exceeds ten (10) working days during any given month.
- B. 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:
 - (1) With the approval of the Town Manager, said employee may continue insurance coverage at the Town group rate, provided said employee pays the premium on a monthly basis.
 - (2) Retain seniority rights only for the purpose of determining the order of layoffs in case of reduction of force. Such periods shall not be considered as being in service for purposes of granting advances within a salary range. The employee's anniversary 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.
 - (3) 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.

Section 12.3

Absence of an employee from duty, including absence for a single day or part of a day that is not authorized by a specific grant of leave, shall be deemed absence without leave.

ARTICLE XIII- FUNERAL LEAVE

Section 13.1

In case of death of spouse, father, mother, son or daughter, an employee is entitled to five (5) days off without loss of pay.

In case of death of a member of the immediate family, an employee is entitled to three (3) days off without loss of pay. Immediate family shall include brother, sister, grandmother, grandfather, grandchild, step-son, step-daughter, step-brother, step-sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, spouse's grandmother, grandfather, step-father, step-mother, step-brother, step-sister, and members of the household, regardless of the relationship.

Funeral 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 engaged in activities connected with same: uncle, aunt, niece, nephew, spouse's aunt, brother/sister-in-law, uncle, niece or nephew.

ARTICLE XIV – ADMINISTRATIVE LEAVE

Section 14.1

When an emergency or unusual circumstance arises not attributable to any action of the employee, the Town Manager, may upon recommendation of the Department Head, grant administrative leave with pay and such leave will not be charged against the employee affected.

ARTICLE XV – FAMILY AND MEDICAL LEAVE

Section 15.1

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

ARTICLE XVI - JURY DUTY

Section 16.1

Any employee required to report for jury duty shall receive full pay from the Town, up to a maximum of fifteen (15) days, while absent for such duty offset by pay received for service as a juror.

Section 16.2

An employee notified to report for jury duty will notify the Department Head as soon as possible following receipt of such notice.

ARTICLE XVII - MILITARY LEAVE

Section 17.1

The Employer will comply with its obligations under Federal and State Law regarding military leave.

ARTICLE XVIII - WORKERS' COMPENSATION

Section 18.1

When an employee is injured while in the performance of his or her duties as an employee he or she shall continue to receive his/her normal forty (40) hours pay for the duration of his absence up to a maximum of six (6) months. Any payments under the Workers' Compensation Statutes or any disability payments under the Town of Groton Retirement System shall be deducted from the salary paid under this section, thus providing that the employee shall receive full salary but no more than his/her full salary.

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.

Section 18.2

If a determination is made that the employee is eligible for Workers' Compensation benefits, any sick and/or vacation, or other leave utilized by the employee shall be converted to Workers' Compensation leave, and employee's paid leave time shall be restored (provided such restoration does not result in employee receiving salary both through Workers' Compensation leave and through employee's paid leave time).

Section 18.3

While out on a Worker's Compensation leave of absence, employees shall not accrue sick or vacation leave.

Section 18.4

Employees are required to comply with practitioner's rules regarding appointment attendance and cancellation. Should a practitioner issue a charge for failing to comply with such rules (e.g., failure to show, failure to cancel in accordance with the practitioner's rules), employee is required to pay the charge.

ARTICLE XIX - EDUCATION AND TRAINING

Section 19.1

Any employee who successfully completes a job related educational or vocational course approved in advance by the Department Head shall be reimbursed in full for the cost of tuition and books incurred by such employee.

ARTICLE XX - WAGES

Section 20.1

Salary levels shall be in accordance with the pay plan contained in Attachment A. The plan shall consist of a starting rate and five 2% steps for each classification.

Across the Board Increases

July 1, 2022	2.25%
July 1, 2023	2.5%
July 1, 2024	2.5%

Section 20.2

The performance evaluation system specified in Attachment B shall be effective for the duration of this agreement.

Section 20.3

Generally, new employees shall be placed in the starting step of the pay range for the

classification. However, with the written authorization of the Town Manager, an individual may start at a higher step.

Section 20.4

Employees promoted to a higher classification shall be placed in the beginning step of the new classification or the first step in the new classification, which exceeds or is equal to the next higher step in their previous classification.

Section 20.5

Employees shall be paid bi-weekly in accordance with the provision below.

Employees will be paid by direct deposit to the employee's designated bank account.

Section 20.6

Timekeeping. All bargaining unit employees shall be required to utilize the Town system then in place for recording time in and time out of work each day.

ARTICLE XXI - MEDICAL INSURANCE COVERAGE

Section 21.1 - Basic Coverage

A. The Town shall provide each full time employee and dependents with the following:

A High Deductible Health Plan (HDHP), or substantially similar plan, with shared in network (\$2000/\$4000) and out of network (\$5000/\$10000) 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 listed brand

Employees are required to open and maintain a Health Savings Account (HSA) in conjunction with the HDHP. The Town will fund fifty percent (50%) of the annual in-network deductible effective with the July 1, 2017-June 30, 2018 plan year.

Effective fiscal year July 1, 2022 – June 30, 2023, the Town shall contribute the equivalent of fifty percent (50%) of the applicable in-network HDHP deductible amount (i.e., single, 2-person or family) into each employee's HSA, provided the employee has set up an HSA. The contribution shall be made in two (2) equal installments, one half on or about July 1, and one half on or about January 1.

Effective fiscal year July 1, 2023 – June 30, 2024, the Town shall contribute the equivalent of fifty percent (50%) of the applicable in-network HDHP deductible amount (i.e., single, 2-person or family) into each employee's HSA, provided the employee has set up an HSA. The contribution shall be made in two (2) equal installments, one half on or about July 1, and one half on or about January 1.

Effective fiscal year July 1, 2024 – June 30, 2025, the Town shall contribute the equivalent of fifty percent (50%) of the applicable in-network HDHP deductible amount (i.e., single, 2-person or family) into each employee's HSA, provided the employee has set up an HSA. The contribution shall be made in two (2) equal installments, one half on or about July 1, and one half on or about January 1.

NOTE: *The Town's fifty percent (50%) contribution(s) toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Town shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.*

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.

- B. Effective July 1, 2021 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.

Effective January 1, 2023 employees shall be responsible for thirteen and one-half percent (13.5%) of the applicable allocated rate determined by the insurance carrier or administrator for all health insurance benefits (including prescription, vision and dental) excluding life insurance, accidental death and dismemberment and worker's compensation.

Effective July 1, 2023 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 health insurance benefits (including prescription, vision and dental) excluding life insurance, accidental death and dismemberment and worker's compensation.

Effective July 1, 2024 employees shall be responsible for fifteen percent (15%) of the applicable allocated rate determined by the insurance carrier or administrator

for all health insurance benefits (including prescription, vision and dental) excluding life insurance, accidental death and dismemberment and worker's compensation.

- C. In lieu of the primary plans described in 21.1, the Town may offer alternate plan(s) as an option to the primary plan. The Town reserves the right to determine the terms, conditions, cost shares and all substantive aspects of the plan. The alternate plan itself will not be considered part of this collective bargaining agreement.
- D. The Town offers a pre-tax contribution for employees. This employee benefit is known as 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.

Section 21.2 Additional Coverages

In addition, the Town will provide all employees and dependents with the following coverages:

- A. Blue Cross/Blue Shield Full Service Dental Plan with Rider "A" Additional Basic Benefits and Rider "B" Prosthetics, or substantially similar plan.
- B. BlueViewVision Rider, or substantially similar plan.
- C. Employees only shall be provided with life Insurance in the amount of \$1,000 for each \$1,000 of salary to be adjusted annually each July 1st.

Section 21.3 Non-Job Related Disability

The Town shall provide non-job related disability leave for all bargaining unit members who have been employed by the Town in a permanent full-time position for one year or more. During the period of such leave, the employee shall receive weekly payments based on 60% of the employees weekly wages at time of his/her disability for a period up to twenty-six (26). 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 Office.

Qualifications: To be eligible for disability leave, the employee must have exhausted all his/her paid sick leave, the length of absence must exceed 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.

Employees must request disability leave in writing to their Department Head. The employee must be under the care of a physician or surgeon and have submitted along with the request for leave a letter from a physician or surgeon 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.

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 physician or surgeon. The appropriate department head, in conjunction with Human Resources, 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.

ARTICLE XXII-LONGEVITY

Section 22.1

Employees shall receive the following longevity payments on the pay date nearest the completion of their anniversary date.

<u>Completed Years of Employment</u>	<u>Amount</u>
8- 9	\$25.00/year of service
10 or above	\$30.00/year of service

Employees hired on and/or after July 1, 2019 are not eligible for longevity.

ARTICLE XXIII - SAFETY

Section 23.1

The Town shall provide each bargaining unit member, who needs prescription safety glasses and is required to wear safety glasses at work, with an initial pair of OSHA approved prescription safety glasses.

If his/her prescription changes, a new pair of glasses will be provided with a limit of one pair per calendar year.

Section 23.2

The Town shall make provisions for the safety of the employee during working hours and the Union will encourage employees to work in a safe manner and to observe all safety regulations prescribed by the Town.

Section 23.3

The Town shall furnish, at no cost to the employee, gloves, goggles, hard hats and protection clothing such as raincoats and boots as may be required to perform the duties and responsibilities of his/her position. Said clothing to be returned upon termination of employment.

Section 23.4

The employer shall provide an annual payment of Two Hundred and Seventy-Five Dollars (\$275.00) to employees in the classifications covered by this agreement to be used for uniform rental or to replenish their supply of work clothes.

The employer shall also provide each employee up to One Hundred and Seventy-Five Dollars (\$175.00) per fiscal year toward the purchase of one pair of OSHA approved safety work shoes.

Sections 23.3 and 23.4 shall not be applicable to the Assessor or Tax Collector. However, the employer shall provide the Assessor up to One Hundred and Seventy Five Dollars (\$175.00) over the entire term of the agreement toward the purchase of one pair or OSHA approved safety work shoes.

ARTICLE XXIV - DISCIPLINARY ACTIONS

Section 24.1

No non-probationary employee shall be discharged or otherwise disciplined without just cause.

ARTICLE XXV – NON-DISCRIMINATION

The parties agree there shall be no discrimination against any employee because of age, race, color, religion, national origin, sex, marital status, physical disability, political affiliation, membership or non-membership in the Union. This provision shall not be subject to the grievance and arbitration proceedings.

ARTICLE XXVI - GRIEVANCE PROCEDURE

Section 26.1

The basis for a grievance may result from a complaint concerning discharge, suspension, layoff or reduction in grade, or a conflict resulting from the application, meaning or interpretation of the provisions of this Agreement.

Section 26.2

Step 1

The employee shall present his/her grievance to the Department Head within fifteen (15) working days after its occurrence. The Department Head will attempt to resolve the grievance at once or submit a written answer to the employee within five (5) working days.

Step 2

If the employee is not satisfied with the decision of the Department Head, he/she may, within five (5) working days after receiving the decision outlined in Step 1 above, reduce the grievance to writing and request a hearing take place with the Town Manager or designee who will arrange with the Union for a hearing to take place with all the parties present in an attempt to resolve the grievance. If no resolve is reached at the hearing the Town Manager will render a decision in writing within fifteen (15) days thereafter with copies to the employee(s) and the Union.

Step 3

In the event the matter is not resolved in Step 2 above, the Union may submit the matter to the American Arbitration Association or State Board of Mediation and Arbitration—for arbitration in accordance with its rules, providing that the grievance must be submitted for arbitration within twenty-five (25) days following the failure to resolve the grievance in mediation. The cost of arbitration proceedings shall be shared equally by the parties.

Section 26.3

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/her 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.

Section 26.4

The employees will be allowed the necessary time off, up to Step 2, without loss of pay for the purpose of resolving grievances as provided in the foregoing procedures.

ARTICLE XXVII – VEHICLE USE POLICY

Section 27.1

If a bargaining unit member resides within the Town of Groton and is required to respond to emergencies as part of his/her normal duties, that individual may take his/her assigned Town vehicle home at night and on weekends.

Section 27.2

Town vehicles are to be used only for appropriate work related activities. This includes job performance and attendance at conferences, seminars and classes.

Section 27.3

No bargaining unit member, except as indicated in section 27.1, shall take a Town Vehicle home unless approved by the Town Manager.

Section 27.4

Employees using their own vehicle for job related activities will be reimbursed at the IRS rate per mile.

Section 27.5

If possible, employees should use Town owned vehicles for work related travel during the day or evening.

ARTICLE XXVIII – SAVINGS

Section 28.1

Should any Article, Section or portion thereof, of this Agreement, be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIX - DURATION

Section 29.1

This agreement shall become effective July 1, 2022 and shall remain in effect until June 30, 2025 and from year to year thereafter unless either party notifies the other no less than one hundred twenty (120) days from the expiration date above, that it wishes to modify or change this agreement in any manner and subject to reopening at any time by mutual agreement.

Section 29.2

Upon receipt of such notice, meetings will begin as soon as possible to negotiate such changes, but no later than thirty (30) days after such notice has been received by either party.


Section 29.3

This Agreement shall remain in full force and effect during such negotiations.

Section 29.4

The Agreement Providing for Pensions for Members of Local 818 of Council #4, American Federation of State, County and Municipal Employees (Attachment C) shall govern retirement benefits for bargaining unit members for the period and thereafter unless amended by the parties in accordance with Section 17 of said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this

Date Rendered: 8/25/22 

For the Town of Groton

For Local 818 AFSCME Council 4



John Burt
Town Manager



President



Arnetia Green
Director of Human Resources



John Devito
Staff Representative Council #4 AFSCME

ATTACHMENT A – PAY PLAN
SUBJECT TO REVIEW BY FINANCE DEPARTMENT

2022 - 2023

Position	Hours	Start	1	2	3	4	5
Build Maint Supvr	40	\$80,035	\$81,635	\$83,268	\$84,934	\$86,632	\$88,365
Parks Maint Supvr	40	\$80,035	\$81,635	\$83,268	\$84,934	\$86,632	\$88,365
Tax Collector	40	\$85,505	\$87,215	\$88,960	\$90,739	\$92,554	\$94,404
Mgr Planning Services	40	\$85,505	\$87,215	\$88,960	\$90,739	\$92,554	\$94,404
PW Supvr R&S	40	\$86,532	\$88,263	\$90,028	\$91,829	\$93,666	\$95,538
PW Supvr Equip Maint	40	\$86,532	\$88,263	\$90,028	\$91,829	\$93,666	\$95,538
Public Bldg Fleet Supvr	40	\$90,028	\$91,829	\$93,666	\$95,538	\$97,449	\$99,399
Supvr Tech Services	40	\$97,378	\$99,326	\$101,312	\$103,338	\$105,405	\$107,514
Assessor	40	\$100,069	\$102,071	\$104,112	\$106,194	\$108,318	\$110,484

2023 - 2024

Position	Hours	Start	1	2	3	4	5
Build Maint Supvr	40	\$82,036	\$83,676	\$85,350	\$87,057	\$88,798	\$90,575
Parks Maint Supvr	40	\$82,036	\$83,676	\$85,350	\$87,057	\$88,798	\$90,575
Tax Collector	40	\$87,642	\$89,396	\$91,184	\$93,007	\$94,867	\$96,764
Mgr Planning Services	40	\$87,642	\$89,396	\$91,184	\$93,007	\$94,867	\$96,764
PW Supvr R&S	40	\$88,695	\$90,470	\$92,279	\$94,124	\$96,008	\$97,927
PW Supvr Equip Maint	40	\$88,695	\$90,470	\$92,279	\$94,124	\$96,008	\$97,927
Public Bldg Fleet Supvr	40	\$92,279	\$94,124	\$96,008	\$97,927	\$99,886	\$101,884
Supvr Tech Services	40	\$99,812	\$101,809	\$103,845	\$105,921	\$108,041	\$110,202
Assessor	40	\$102,571	\$104,623	\$106,715	\$108,849	\$111,025	\$113,246

2024 - 2025

Position	Hours	Start	1	2	3	4	5
Build Maint Supvr	40	\$84,087	\$85,768	\$87,484	\$89,234	\$91,018	\$92,839
Parks Maint Supvr	40	\$84,087	\$85,768	\$87,484	\$89,234	\$91,018	\$92,839
Tax Collector	40	\$89,833	\$91,630	\$93,463	\$95,332	\$97,239	\$99,184
Mgr Planning Services	40	\$89,833	\$91,630	\$93,463	\$95,332	\$97,239	\$99,184
PW Supvr R&S	40	\$90,913	\$92,732	\$94,586	\$96,478	\$98,408	\$100,375
PW Supvr Equip Maint	40	\$90,913	\$92,732	\$94,586	\$96,478	\$98,408	\$100,375
Public Bldg Fleet Supvr	40	\$94,586	\$96,478	\$98,408	\$100,375	\$102,383	\$104,431
Supvr Tech Services	40	\$102,308	\$104,354	\$106,441	\$108,569	\$110,742	\$112,957
Assessor	40	\$105,135	\$107,238	\$109,383	\$111,570	\$113,801	\$116,077

ATTACHMENT B - PERFORMANCE EVALUATION PROCEDURES

- 1) Regular employees shall be evaluated each July 1st and provided with a copy of the completed evaluation form no later than August 1st. Employees who do not receive a copy of their evaluation by this date shall automatically have entered into their personnel record a rating of Meets Standard.
- 2) During the three week period before July 1st, the employee shall have the opportunity to provide the evaluator with a written self evaluation to include accomplishments and areas of improvement since the last evaluation.
- 3) As part of the evaluation process, the evaluator will provide the employee with written performance standards goals for the next evaluation.
- 4) Quarterly performance reviews will be conducted if an employee receives a Below Standard annual performance rating or if the course of the year an employee's performance declines to a Below Standard level.
- 5) Performance ratings shall be as follows:
 1. Below Standard
 2. Meets Standard
 3. Above Standard
- 6) Nothing herein shall preclude the Town from instituting disciplinary action for Below Standard job performance.
- 7) Performance evaluations may be appealed through Step 2 of the grievance procedure. However, any disciplinary actions taken as a result of a performance evaluation shall be fully grievable.

ATTACHMENT C - PENSION AGREEMENT

AGREEMENT PROVIDING FOR PENSIONS FOR MEMBERS OF LOCAL 818 OF COUNCIL #4 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

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 \$4,000 per year. One year shall be the one year period immediately preceding the effective date of the employee's retirement.
- C) RETIREMENT SYSTEM: the plan for retirement of Town employees covered by this agreement.
- D) RETIREMENT BOARD and THE BOARD: the Board established by the Town Charter 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, Chapter 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 the investment of 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 Human Resources/Risk Management who has been designated by the Town Manager as Plan Administrator.

SECTION 3 - APPLICABILITY

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 Local 818, Council 4 of the American Federation of State and County Municipal Employees. 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.

Part-time and temporary full-time employees if and when appointed full time may buy back any or all part-time service at no cost to the Town (i.e. employee pays 100% of the buy back cost under terms and conditions as determined by the Retirement Board). The election to buy back part-time or temporary full-time employment must be made within ninety (90) days from appointment to the regular full time position.

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 service rendered prior to the effective date of such amendment adequate to compensate the Retirement Fund for the difference between moneys 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 five percent (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/her contributions in the retirement fund as provided here in. or in the event of his/her death prior to the effective date of his/her retirement, the Board shall pay to him or to his/her legal representative an amount from the Retirement Fund equal to his/her contributions under this section, plus regular interest thereon compounded annually; or, at the death of an employee subsequent to the effective date of his/her retirement, provided he has not elected the contingent beneficiary option or the ten year certain option, the amount of any excess of his/her accumulated contributions under this section, plus regular interest thereon compounded annually; or, at the death of an employee subsequent to the effective date of his/her retirement, provided he has not elected the contingent beneficiary option or the ten year certain option, the amount of any excess of his/her 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/her 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/her own contributions plus regular interest thereon, except that upon termination of employment after at least five (5) years of continuous service as an employee shall be 100% vested in the Town's contributions and, provided he shall elect to leave his/her contributions in the retirement fund, shall be entitled to receive a deferred retirement benefit computed as provided in Section 9 commencing at age sixty five (65) or at age sixty (60) provided he has a minimum of fifteen years of continuous service as an employee.

SECTION 7 - RETIREMENT ELIGIBILITY

A) Any member of the retirement system who has reached at least the age of fifty-five with the sum of age and years of continuous service equal to 70 shall be eligible for retirement under the provisions of this agreement. Any such eligible member may retire from service by filing with the Plan Administrator a written statement at least 60 days in advance of his/her proposed retirement date. Shorter notice may be permitted at the discretion of the Administrator. The Plan Administrator or designee 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.

B) **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/her own willful misconduct, from earning compensation at any employment may be retired for disability according to the provisions of this contract; provided the employee is determined to be disabled under the provisions of the Federal Social Security Act and proof of such disability is submitted to the Retirement Board. If it is shown to the satisfaction of the Board that the disability was sustained during the performance of essential duties pertaining to his/her employment by the Town, such member shall be entitled to retirement for disability, irrespective of duration of his/her 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/her 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/her contribution to the system upon his/her 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/her period of continuous service shall be counted from such date.

B) 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.

C) Military Buy Back - 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 by written notification to the Plan Administrator within ninety (90) days of the date of this agreement and for employees hired subsequent to the date of this agreement within six (6) months from date of hire.

SECTION 9 - RETIREMENT BENEFITS

A) The Retirement Board shall pay from the Retirement Fund to each member of the retirement system who has been retired for superannuation, whose age and years of continuous service equal at least 85 a pension for life in an amount determined as follows: two point (2.00%) percent of his/her average annual pay multiplied by the number of years of his/her 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. Members who meet the eligibility requirements for retirement and whose age and years of service are less than 85 shall have their pensions reduced in accordance with the following table.

Sum of Age and Years of Service	Reduction Factor	
84	0.02%	1.96%
83	0.04%	1.92%
82	0.06%	1.88%
81	0.08%	1.84%
80	0.10%	1.80%
79	0.12%	1.76%
78	0.14%	1.72%
77	0.16%	1.68%
76	0.18%	1.64%
75	0.20%	1.60%
74	0.22%	1.56%
73	0.24%	1.52%
72	0.26%	1.48%
71	0.28%	1.44%
70	0.30%	1.40%

B) 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/her average annual pay and continuous service prior to the date of his/her retirement for disability. The Plan Administrator may, from time to time, call for evidence that the employee continues to be disabled under the provisions of the Social Security Act. If the employee is no longer disabled under the provisions of the Social Security Act, 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/her accumulated contributions as of the date of commencement of disability over the amount of disability pension paid.

C) 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/her pension benefits, or at any time within such

period, provided he furnishes evidence of good health satisfactory to the Plan Administrator, to elect to have his/her 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/her 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/her life after the death of a retired member.
2. Ten Year Certain Option: An actuarially reduced pension benefit payable to him during his/her lifetime, and in the event of his/her death within a period of ten years after his/her retirement, the same reduced amount shall be paid for the remainder of such ten year period to his/her designated beneficiary.
3. Pop - Up Option: An actuarially reduced pension benefit payable to him during his/her lifetime with all or part of such reduced pension benefit, as the member shall specify, to continue to a contingent beneficiary for his/her 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 may be prescribed for that purpose, to the pension otherwise payable in accordance with the provisions of this contract.

D) The Town is implementing a cash balance plan (per the terms provided in the summary description) for new hires. The Town will notify the Union at least thirty (30) days in advance of the implementation date of the cash balance plan, and new employees hired on or after the implementation date shall participate in the cash balance plan. Existing employees who are not yet vested as of the implementation date may elect, in lieu of the defined benefit plan, to participate in the cash balance plan upon written notice to the Director of Human Resources within sixty (60) days of the implementation date.

NOTE: Plan will be amended to reflect detailed cash balance terms and language will be substituted when complete.

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/her regular monthly pension corresponding to the fraction of the month elapsed since the effective date of his/her retirement.

B) MAXIMUM BENEFIT: No pension paid to any member under this ordinance shall exceed sixty-six and two-thirds percent (66-2/3%) of his/her average annual pay. However, employees who, based upon the formula contained in Section 9, have reached the maximum benefit as specified in this section shall no longer be required to contribute to the Retirement Fund.

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 the amount per month specified below.

Years of Service	Payment Per Month
10 to 15	\$280
16 to 20	\$555
21 to 25	\$847
25 and over	\$1,120

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 four thousand two hundred dollars (\$4,200.00) per annum or the minimum pension amounts specified in paragraph C) for members having at least 16 years of service including any concurrent payment available under the Workmen's 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/her actual retirement date, no benefits under this option shall be payable to his/her designated contingent beneficiary. However, if the member has met the requirements for normal retirement as specified in Section 7, 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 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/her 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 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 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/her 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. If no such designation is on file 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 of the balance of payments as determined by the Plan Administrator shall be paid 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 surviving spouse of such member shall be entitled to an annuity equivalent to twenty percent (20%) of the current annual pay of the employee at time of death payable in monthly installments, during his/her legal status as such, 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 Workmen's Compensation Act.

In the event that no surviving spouse shall survive the deceased member, or in case of the death of any such surviving spouse prior to her receipt of such annuity payments for a period of ten (10) years, the right to receive any remaining payments shall vest in the children of the deceased member, if any thereby, share and share alike, provided no payment shall be made to any such child after the attainment of his/her eighteenth (18th) birthday and provided the liability of the Town under this section shall be limited in any case to payments amounting to twenty percent (20%) of the current annual pay of the employee at time of death for ten (10) years.

If the surviving spouse is entitled to benefits as a designated contingent beneficiary under Section 9, the spouse 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 - 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 12 - HEALTH INSURANCE

A) Employees retiring under 9A of this agreement may elect to continue group insurance coverage as provided below for themselves and their spouse. Such election shall be made at the time of retirement. However, a retiree, spouse or dependent covered by another employer's health insurance plan shall be ineligible to continue Town group insurance. Retirees choosing not to or ineligible to continue coverage may choose to do so later provided they are eligible to do so, but shall be limited to one such election to enter the plan and one election to stop coverage. Retirees electing to continue coverage at retirement may choose to stop coverage at a later date and then elect to reenter the plan once more.

B) Between ages 55 and 65 the scope of coverage shall be limited to Anthem Blue Cross and Blue Shield Century Preferred Plan or the managed care plan in effect for active employees, plus the Prescription Drug Plan in effect for active employees with no annual limit and the following co-pays:

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

The Town shall pay a percentage of the premium (COBRA rate) in accordance with the following table. Spouses may be included by paying the specified percentage of the additional premium cost. Dependents may be included with the retiree paying 100% of the additional premium cost.

Sum of Age and Years of Service at Retirement	Premium Percentage Paid by Town		
	Employee Spouse	Employee Only	
85 or Above	85%	50%	90%
80 - 84	75%	40%	85%
75 - 79	55%	30%	75%
70 - 74	50%	25%	70%

C-1) Upon reaching age 65, the retiree is eligible for one of the following options.

Option 1: following coverages shall apply. (Note: Coverage is contingent on eligibility for and participation in Medicare Parts A and B and Part D.)

- 1) Blue Cross 65 High Option Plan
- 2) Blue Shield 65 Plan 81 (High Option)
- 3) Blue Cross Major Medical (\$50,000 max.; \$100.00 deductible).

The Town shall pay 100% of the premium cost for the employee and 50% of the additional premium cost for the spouse.

Option 2: the following coverages shall apply (Note: Coverage is contingent upon eligibility for and participation in Medicare Parts A and B. Retiree and, if applicable spouse, may not be enrolled in Medicare Part D.

- 1) Blue Cross 65 High Option Plan
- 2) Blue Shield 65 Plan 81 (High Option)
- 3) The prescription drug plan in effect for active employees with no annual limit with the following co-pays:

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

In addition to the co-pays, the retiree shall be responsible for 7% of the applicable conventional premium rate (COBRA RATE) determined by the insurance carrier or administrator for all health insurance benefits including prescription. Effective July 1, 2006 the co-insurance shall be 8%. Effective July 1, 2007 the co-insurance shall be 9%. Effective July 1, 2008 and each July thereafter shall be 10%.

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

- C-2) Upon reaching age 65, an individual who retired on or after July 1, 2019 is eligible only for the following (Note: Coverage is contingent on eligibility for Medicare Part A:

Anthem Supplement F and Anthem Rx D (as such carrier and coverage may be amended from time to time)

Individuals enrolled in benefits under C-1 may opt to join this program during open enrollment.

- D) Individuals hired on and/or after July 1, 2019 are not eligible for any retiree health insurance.

SECTION 13 - LIMITATIONS OF ACTION

No action for any amount due under the provisions of this agreement 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 14 - 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 of municipal tax, and exempt from levy and sale, garnishment, attachment or any other process, and shall be unassignable except as otherwise required by law..

SECTION 15 - 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 agreement.

SECTION 16 - 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 Union every two years to decide if adjustments should be made. The Union may submit recommendations to the Town for consideration and the Town shall meet with the Union 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 Union 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 1999 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 17 - DURATION

This agreement shall be effective July 1, 2022 and may be reopened for negotiation in accordance with Sections 7-467 to 7-477 inclusive of the Connecticut General Statutes including any amendments thereto, on July 1, 2025. This agreement shall remain in effect until a new agreement is reached by the parties with any changes to be effective no sooner than January 1, 2025.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Groton, Connecticut, on this 25th day of AUGUST, 2022.

AMERICAN FEDERATION OF
STATE COUNTY AND MUNICIPAL
EMPLOYEES LOCAL 818 OF
COUNCIL #4

THE TOWN OF GROTON

For the Union



President



John Devito
Staff Representative Council 4, AFSCME

For the Town



Arnetia Green
Director of HR/Risk Management



John Burt
Town Manager