

WORKING AGREEMENT

BETWEEN

THE TOWN OF GROTON

AND

**GROTON TELECOMMUNICATORS
LOCAL 5378, IAFF**

JULY 1, 2022 - JUNE 30, 2025

TABLE OF CONTENTS

AGREEMENT	4
ARTICLE 1 - RECOGNITION	4
ARTICLE 2 - MANAGEMENT RIGHTS	4
ARTICLE 3 - MAINTENANCE OF PRIVILEGES AND ALTERATION OF AGREEMENT	6
ARTICLE 4 - STRIKES AND LOCKOUTS	6
ARTICLE 5 - CHECKOFF/DUES DEDUCTION	6
ARTICLE 6 - UNION MEMBERSHIP	7
ARTICLE 7 - GRIEVANCES	7
ARTICLE 8 - REGULATION OF UNION ACTIVITY	10
ARTICLE 9 - BULLETIN BOARDS	11
ARTICLE 10 - COMPENSATION	11
ARTICLE 11 - RECLASSIFICATIONS	13
ARTICLE 12 - PERFORMANCE EVALUATIONS	14
ARTICLE 13 - HOURS OF EMPLOYMENT	14
ARTICLE 14 - OVERTIME	16
ARTICLE 15 - HOLIDAYS	17
ARTICLE 16 - MEDICAL INSURANCE COVERAGE	18
ARTICLE 17 - WORKERS COMPENSATION/DISABILITY LEAVE	21
ARTICLE 18 – ANNUAL LEAVE	22
ARTICLE 19 - SICK LEAVE	25
ARTICLE 20 - OTHER LEAVE	27
ARTICLE 21- PROFESSIONAL DEVELOPMENT	28
ARTICLE 22 - LONGEVITY	29
ARTICLE 23 - HEALTH AND SAFETY	30
ARTICLE 24 - SENIORITY	30
ARTICLE 25 - LAYOFFS/RECALL	32
ARTICLE 26 - GENERAL PROVISIONS	33
ARTICLE 27 - DURATION OF AGREEMENT	34
ARTICLE 28 – PENSION AGREEMENT	35

SIGNATURE PAGE	36
ATTACHMENT A - UNION LEAVE REQUEST FORM	37
ATTACHMENT B – WAGE SCHEDULES	38
ATTACHMENT C - PERFORMANCE EVALUATION PROCEDURE	39
ATTACHMENT D - PENSION AGREEMENT	42

AGREEMENT

THIS AGREEMENT is entered into by and between the Town of Groton (hereinafter referred to as the Town) and Groton Telecommunicators Local 5378, IAFF (hereinafter referred to as the Union).

ARTICLE 1 - RECOGNITION

- 1.1 The Town recognizes the Groton Telecommunicators Local 5378, IAFF as the exclusive bargaining representative for employees in the following classifications excluding temporary, seasonal and part-time employees:

Telecommunicator I
Telecommunicator II
Telecommunicator III
Telecommunicator IV
Lead Telecommunicator

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 All rights, responsibilities and prerogatives of the Town Manager and governing bodies of the Town, by virtue of Statutory or Charter provisions, shall remain in full force and effect including but not limited to the following, except where such rights, responsibilities and prerogatives are specifically relinquished, abridged or limited by this Agreement.
- 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 equipment (including, but not limited to, computers, dispatch, radio and communication equipment), 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 (including, but not limited to, standard operating procedures, personnel policies), rules, and regulations; 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 - MAINTENANCE OF PRIVILEGES AND ALTERATION OF AGREEMENT

- 3.1 This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters or understanding executed concurrently (or after) with this Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.
- 3.2 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, amendment or agreements reached pursuant to Section 3.3 shall not be binding on either party unless reduced to writing and mutually agreed upon.
- 3.3 Nothing herein shall preclude the parties from agreeing to discuss issues of mutual concern during the term of this Agreement. Such discussions shall not be deemed interim bargaining under the Municipal Employee 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 3.2.

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 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.
- 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 5 - CHECKOFF/DUES DEDUCTION

- 5.1 Upon receipt by the Town of a checkoff authorization form, dated and executed by an employee, the Town agrees to deduct Union membership dues/agency fees each week from

the pay of those employees who individually and in writing voluntarily authorize such deductions.

The Town shall within ten (10) days turn over said monies so collected and a listing of those employees contributing to the Treasurer of the Union or to such duly authorized officer of the Union as may be designated in writing by the Union.

- 5.2 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 Article and Article 6, including reasonable attorney's fees and costs.

ARTICLE 6 - UNION MEMBERSHIP

- 6.1 For all new employees who are hired into the unit and who voluntarily elect to pay dues or fees, such payments shall begin on the thirtieth day after their date of hire.
- 6.2 Employees may elect to change their chosen status upon appropriate written notice to the Union once per year in the month of June. Such change will take effect in the first pay period in August.

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 or a complaint resulting from the application, meaning or interpretation of the provisions of this Agreement.
- 7.2 Union Representatives. When used in the grievance procedure, "Union Representative" shall mean the duly elected Union Representative of the aggrieved employee or a Union Officer. However, Union representation during the grievance procedure, unless otherwise specified, shall be limited to no more than one (1) Union Representative.

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

- 7.3 Grievance Procedure.

A. Grievances shall be settled in accordance with the following procedure.

STEP 1

The employee shall present the complaint in writing, to the Immediate Supervisor (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 Immediate Supervisor (i.e., first supervisory level outside of bargaining unit) will discuss the complaint with the employee in an attempt to resolve it.

The Immediate Supervisor (i.e., first supervisory level outside of bargaining unit) shall respond in writing to the grievant, the Union President, the Chief of Police and Human Resources within five (5) working days following presentation of the dispute.

If the employee so requests, a Union Representative shall be present at this step.

STEP 2

If such grievance is not resolved to the satisfaction of the Union by the Immediate Supervisor (i.e., first supervisory level outside of bargaining unit), the Union may, within ten (10) working days after such meeting, present such grievance, in writing, to the Chief, setting forth the nature of the grievance and the reason it is dissatisfied with the decision of the Immediate Supervisor (i.e., first supervisory level outside of bargaining unit). Within ten (10) working days after the Chief receives such grievance, he/she or his/her designee shall arrange to meet the representatives of the Union and/or the grievant for the purpose of adjusting or resolving such grievance and shall, within five (5) working days of the meeting, provide the Union with a written answer to the grievance.

STEP 3

If no agreement is reached at Step 2, the Union may within five (5) working days from the notification submit it to the Director of Human Resources.

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

STEP 4

The mediation services of the State Board of Mediation and Arbitration may be used after Step 2 provided both parties mutually agree. A request for mediation services shall be filed with the Board within fifteen (15) working 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 to the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association (“AAA”), by the Union serving the Employer with a written notice of its intent to appeal within twenty (20) working 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 have mutually agreed upon M. Jackson Webber or Joseph Celentano as the arbitrator, to be used in rotating order, before either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association.

Within twenty (20) working 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 borne solely by the employer; otherwise, each party shall bear its own arbitration expense.

- B. The Union 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 Union might have.
- C. The Union President (or his designee) as well as one (1) aggrieved employee 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 suspension during the arbitration of his grievance shall not receive compensation from the Town.
- D. The Union 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 and dated, and shall set forth the facts giving rise to the grievance; 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 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. The time limitations set forth in Article 7 may be extended only by mutual agreement of the parties 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. The standard of proof in all cases shall be based on a preponderance of the evidence.

ARTICLE 8 - REGULATION OF UNION ACTIVITY

- 8.1 Union representatives, without loss of pay, during scheduled work hours shall, except as provided in Article 4, 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 provided adequate coverage is maintained at the Emergency Communications Center (ECC) and the Town is not required to fill a shift. Other Union activity such as meetings shall be held without incursion of overtime and without disruption to the operations of the ECC.

Two (2) 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 8.3 aggregate. Representatives, during scheduled working hours shall restrict their activities to those specified above.

- 8.2 Union representatives, before absenting themselves from duty for the purposes specified in Articles 7 and 8, shall request permission, in writing on the authorized form (Attachment A), from the Chief of Police or designee. If permission is denied, the Chief of Police or designee 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 the Chief of Police or designee when they leave and upon their return. The determination by the Chief of Police or designee 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.

- 8.3 Union officials shall be allowed, with the approval of the Chief of Police or designee, time off to attend Union conferences and training sessions and the President or his/her designee (identified as of July 1st of each year) may attend quarterly Retirement Board meetings while on duty. Union officials shall be allowed in aggregate forty (40) hours per fiscal year of paid union leave.
- 8.4 The Union's Staff Representative, upon notification to the Chief of Police or designee, will have reasonable access to the Town premises.

ARTICLE 9 - BULLETIN BOARDS

- 9.1 The Town hereby agrees that the Union may erect and maintain bulletin boards, the size, shape and appearance and location of which shall be satisfactory to both the Town and the Union for the sole purpose of posting notices of Union activities. Where the Town deems it practical and feasible and it is mutually agreeable by the Union, bulletin boards used presently by the Town may be used for Union business. The Director of Human Resources 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 10 - COMPENSATION

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

FY2022-2023	2.5% (Retroactive to July 1, 2022)
FY2023-2024	2.75%
FY2024-2025	2.75%

The Effective date of annual increase shall be July 1st

- 10.2 Direct Deposit. Employees covered by this Agreement will be paid by direct deposit to the employees 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 Union.
- 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 as specified in Attachment C.

If a performance evaluation is not completed within thirty (30) 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 Time Clocks. All hourly bargaining unit employees shall be required to punch in and out on a time clock.
- 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 by the Chief of Police or designee.
- 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 one-quarter (1/4) 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 must punch their own time card. Punching another employee's time card shall be grounds for disciplinary action.
- E. Employees, with the prior approval of the Chief of Police or designee, 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 unless the meeting is held at a Town of Groton facility and a time clock is available.
- F. 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. If a time clock is available at a location other than their normal place of work, then an employee will be required to punch in and /or out.

10.10 Training Rate. Communications Training Officers/Telecommunicators shall be paid an additional two dollars (\$2.00) per hour per trainee while training new Telecommunicators.

ARTICLE 11 - RECLASSIFICATIONS

- 11.1 A. 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 3, Section 3.3. If no agreement is reached, the position shall remain in its current classification for the duration of the Agreement.

- B. 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

- 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 in Attachment C utilizing the following ratings and standards.

RATING

BELOW STANDARD

DESCRIPTION

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 2 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 - HOURS OF EMPLOYMENT

- 13.1 A. Schedules

1. The normal schedule shall be eight (8) twelve (12) hour shifts and five (5) ten (10) hour shifts. Additional shifts, if any, shall be either ten (10) or twelve (12) hour shifts. The Town reserves the right to modify the schedule and, upon the request of the Union, to bargain the impact, consistent with the provisions of MERA.
2. As a general practice, Telecommunicators on twelve (12) hour shifts shall not work more than five (5) shifts (days) in a row. As a general practice, Telecommunicators on ten (10) hour shifts shall not work more than six (6)

shifts (days) in a row. Under normal circumstances, Telecommunicators working five (5) consecutive twelve (12) hour shifts or six (6) consecutive ten (10) hour shifts shall have twenty-four (24) hours off before working the next shift.

3. When a vacancy occurs, the vacant shift will be filled using a seniority bid system. If the vacant shift is selected by a Telecommunicator, the shift bidding process will repeat until all by the remaining vacant shifts are filled.
4. Shifts will be exchanged to allow for different days off every twelve (12) weeks. The thirteenth (13th) week will be the exchange week and the schedule will be modified so as not to cause anyone to work more than allowed number of shifts in a row.

13.2 Shift Exchange. Shift exchanges by and between Telecommunicators 3 and/or Telecommunicators 4 may take place under the following conditions:

1. The request is submitted to the Chief of Police or designee in writing at least twenty-four (24) hours prior to the requested change. Twenty-four (24) hours' notice means twenty-four (24) hour notice to the Chief of Police or designee, not when the paperwork was submitted.
2. The request is signed by both parties and indicates which Telecommunicator initiated the request.
3. The shifts are in the same bi-weekly pay period and of equal length.
4. The exchange does not result in overtime for either party.
5. Shift exchanges into open shifts will be allowed if the shift being swapped out can be filled without creating overtime.
6. Shift exchange request of less than twenty-four (24) hour notice will be granted at the discretion of the Chief of Police or designee.

13.3 Minimum Staffing. Minimum staffing shall be as follows

1. Three (3) Telecommunicators from 0600 – 0100
2. Two (2) Telecommunicators from 0100 – 0600

ARTICLE 14 - OVERTIME

- 14.1 Eligibility. Employees shall be paid time and one-half (1 ½) for actual hours worked above forty (40) hours per pay week. Hours worked excludes sick, vacation, casual, holiday time off and/or any other paid or unpaid leave.
- 14.2 A. Equalization. Overtime opportunities shall be distributed fairly and equally.
- 14.2 B. Preferences. Part time Telecommunicators shall have preference for open shifts and Full-time Telecommunicators shall have a preference for shift replacement overtime.
- 14.3 Shift Coverage. The Town will contact Telecommunicators through their preferred method of communication (cell phone, text message, e-mail, or home phone) for notification and acceptance of shift replacement overtime. Telecommunicators are required to keep current their preferred method of communication.
1. If shift coverage is required with less than two (2) hours' advance notice, the first Telecommunicator to respond will be awarded the hours.
 2. If shift coverage is required with two (2) to twenty-four (24) hours' advance notice, Telecommunicators will have thirty (30) minutes to respond. The hours will be assigned fairly and equally by the Chief of Police or designee.
 3. If shift coverage is required with more than twenty-four (24) hours' advance notice, Telecommunicators will have four (4) hours to respond. The hours will be assigned fairly and equally by the Chief of Police or designee.
 4. If no one answers the call for required coverage, management has the right to order in and/or hold over Telecommunicators to maintain staffing levels based on the least amount of overtime actually worked. The Chief of Police or designee will order in/hold over the Telecommunicator(s).
- 14.4 Outside Employment. Telecommunicators holding positions with other employers shall not limit their ability to be held over or unreasonably limit their ability to respond to call-ins.
- 14.5 Meal Allowances.
1. A meal allowance of thirteen dollars (\$13.00) will be paid under the following conditions:

- a. If a Telecommunicator works an overtime shift or attends in-house training sessions of four (4) or more hours on his/her regular day off without having been given twelve (12) hours advance notice. However, no meal allowance will be paid if twelve (12) hours advance notice is given regardless of whether the dispatcher works his/her normal shift or another shift.
 - b. In addition, if a Telecommunicator satisfies the requirements of 14.5.1.a. and then works more than a regular shift, a meal allowance also will be paid after two and one-half (2.5) additional consecutive hours of work and at five (5) hour intervals thereafter.
2. Meal allowances for employees shall be considered additional compensation and do not require a receipt.

ARTICLE 15 - HOLIDAYS

- 15.1 The following shall be paid holidays for all employees.

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

Telecommunicators shall observe the holidays listed in this section on the actual holiday.

- 15.2 Employees working holidays, as defined in Section 15.1, as part of a regularly scheduled shift, i.e., Telecommunicators, shall be compensated as follows:

- A. All employees shall have eight (8) hours deposited into a holiday bank when each holiday occurs.
 1. An employee would earn an eight (8) hour compensatory day off or eight (8) hours pay.
 2. Compensatory time off must be approved by the Chief of Police or designee and taken within one (1) year from the date the holiday is earned and may not be taken on another holiday listed in Section 15.1.
 3. Compensatory time off can be used in any increment as long as it results in minimum of three (3) hours off.

4. The employee has the right to request that eight (8) hours pay be paid in cash in lieu of compensatory time off at which time a deduction will be made from the holiday bank.
 - B. In addition to Paragraph A (1) above, an employee working on the holiday shall be paid time and one-half (1 ½) for all hours worked on the holiday. Telecommunicators working on Christmas Day and Thanksgiving Day will be paid a rate of double time and one-half (2 ½) for all hours worked on the holiday. In any week (Sunday-Saturday) in which a holiday falls, wages will be calculated as follows: For all hours worked over forty (40) hours, code at time and one half. Code holiday hours at the holiday rate. Subtract the number of holidays from forty (40) and code the remainder as regular hours.
- 15.3 Special Leave. Special Leave will be granted to all Telecommunicators on the days or portions of days listed below:
- December 24, eight (8) hours whenever it occurs on a Monday
December 24, four (4) hours whenever it occurs on a Tuesday, Wednesday, Thursday or Friday
December 26, eight (8) hours whenever it occurs on a Friday.

ARTICLE 16 - MEDICAL INSURANCE COVERAGE

16.1 Full Time Employees.

A. Medical/Prescription High Deductible Health Plan (HDHP)

1. The Town shall provide current full-time employees and dependents with the following options for medical coverage, subject to the co-insurance listed in Section 16.2.

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-listed brand

Employees are required to open and maintain a Health Savings Account (HSA) in conjunction with the HDHP. The Town will fund an active employee's HSA the equivalent of fifty percent (50%) of the annual in-network deductible on a non-taxable basis. Individuals who are legally ineligible to open an HSA and who enroll in the HDHP will receive the equivalent of the Town's contribution on a taxable basis. The Town will make its contribution in one installment on July 1, or if the employee requests, in two (2) installments of July 1 and January 1, for the duration of this Agreement.

B. Dental Coverage.

Full Service Dental Plan with Rider "A" Additional Basic Benefits and Rider "B", subject to the co-insurance listed in 16.2.

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 1st.

D. Vision Coverage.

BlueView Vision Rider, or substantially similar plan, subject to the co-insurance listed in Section 16.2.

16.2 Employee Contribution.

A. Medical/Prescription Insurance

Effective July 1, 2021-June 29, 2025, each employee shall be responsible for thirteen percent (13%) of the applicable allocated rate for the HDHP/HSA as determined by the insurance carrier for all medical and prescription insurance benefits, excluding life insurance and accidental death and dismemberment.

Effective June 30, 2025, each employee shall be responsible for fourteen percent (14%) of the applicable allocated rate for the HDHP/HSA as determined by the insurance carrier for all medical and prescription insurance benefits, excluding life insurance and accidental death and dismemberment.

- B. Should the total cost of the group health option or options in place as of any January 1, meet or exceed 90% of the threshold cost for an excise tax under Internal Revenue Code Section 4980I (or any other local, state or federal statute or regulation) then identified for the following January, the parties will meet to negotiate a plan design option(s) with a total combined cost that is within 110% of the identified threshold and, if allowed under the applicable law, to negotiate the parties' respective shares of the excise tax related to such plan(s). Such negotiations will begin no later than any January 31.

If the parties are unable to agree upon such a plan design on or before any April 1, the Town will select a plan design option(s) that is within 110% of the identified threshold for implementation as of July 1. If the parties are unable to agree on whether or not any excise tax may be shared between the parties under the applicable law, and/or the amount of the parties' actual shares, on or before April 1, the parties agree to submit the issue(s) related only to the legal ability to share the excise tax and/or the amount of the parties' actual shares of the excise tax to arbitration with AAA by April 15. The parties will share equally all the costs of arbitration with AAA (filing fees, arbitrator fees, transcript fees, etc.), with the exception of their own attorneys' fees.

C. 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.

D. Payroll Deduction

Employee Contributions for health insurance shall be made by payroll deduction on the first and second bi-weekly pays of the month.

Note: the parties intend the MOU dated November 26, 2012 regarding the ability of the Town to offer alternative health insurance plans to remain in effect and will re-sign the same.

ARTICLE 17 - WORKERS COMPENSATION/DISABILITY LEAVE

17.1 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.
- C. While an employee is receiving their regular pay less the amount of the worker's compensation payment for up to six (6) months, as set forth in Section 17.1.A above (i.e., while receiving the agreed upon differential pay from the Town), the employee shall continue to accrue sick and vacation leave. Upon the expiration of this six (6) month period, if the employee continues to be out of work on Worker's Compensation leave, the employee shall not accrue sick or vacation leave while they are out of work on such leave.
- D. 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.

17.2 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 weekly payments based on sixty percent (60%) of the employees weekly wages at the time of his/her disability for a period not to exceed thirty nine (39) 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 paid vacation, personal and sick leave, the length of absence

must exceed one hundred and sixty (160) hours 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 the Director of Human Resources. 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.

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 physician or surgeon. The Director of Human Resources in conjunction with the Chief of Police or designee, 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.

17.3 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 18 – ANNUAL LEAVE

18.1 A. 1. Regular full-time Telecommunicators 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>Hours Accrued Per Month</u>	<u>Hours Accrued Per Year</u>
Less than five (5) years	8	96

Beginning of the fifth (5th) year of service but less than ten (10)	10	120
---	----	-----

Beginning of the tenth (10th) year of service but less than fifteen (15)	12	144
--	----	-----

Beginning of the fifteenth (15th)	16	192
-----------------------------------	----	-----

2. 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 must be utilized in an amount of at least two (2) hours.

3. Vacation Requests. Vacation shall be granted provided staffing requirements are met. The shift cannot be filled by a Telecommunicator working a double shift. Twenty-four (24) hours' notice means twenty-four (24) hours' notice to the Chief of Police or designee, not when paperwork was submitted.

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

1. a written request is made by the Chief of Police or designee 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.

C. Casual Hours

1. In addition to the annual leave accrued under the provisions of Section 18.1(A), regular full time Telecommunicators, hired before January 1, 2010, shall be granted twenty (20) hours of leave each July 1st, which shall be

termed casual hours and may be used in one-quarter (1/4) hour increments. Regular full time Telecommunicators, hired on or after January 1, 2010, shall be granted sixteen (16) hours of leave each July 1st, which shall be termed casual hours and may be used in one-quarter (1/4) hour increments.

2. Casual hours must be used within one (1) year. All other provisions of this section unless otherwise specified, shall apply to casual hours, including prior approval of Chief of Police or designee.
- 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 Chief of Police shall be notified in writing two (2) weeks 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.
 2. However, nothing shall preclude the Chief of Police from granting leave without the required notice if it does not adversely affect the operation of the department provided twenty-four (24) hour notice is given and there is adequate shift staffing. The vacancy cannot be filled by a Telecommunicator working a double shift. However, no annual leave shall be granted without the prior approval of the Chief of Police or designee.
 3. Preference will be given to the persons having the longest employment in the department when approving simultaneously submitted vacation requests. Regardless of seniority, an employee may not preempt vacation leave which has been granted to another employee. An employee may not change or cancel a vacation period except with prior approval of the Chief of Police.
- E. Accumulated annual and casual leave is payable upon separation in good standing; annual leave payment shall not exceed the equivalent of one (1) year of annual leave.
- F. The Town shall pay to the estate of any bargaining unit member who dies as an active employee his/her accumulated annual and casual leave. Annual leave payment shall not exceed the equivalent of one (1) year of annual leave.

ARTICLE 19 - SICK LEAVE

- 19.1 A All full time Telecommunicators, hired before January 1, 2010, are entitled to sick leave at the rate of ten (10) hours per month, for a total of one hundred twenty (120) hours per year and may be accumulated to a total of sixteen hundred (1,600) hours.

All full time Telecommunicators, hired on or after January 1, 2010, are entitled to sick leave at the rate of eight (8) hours per month, for a total of ninety six (96) hours per year and may be accumulated to a total of sixteen hundred (1,600) hours.

Telecommunicators sick leave accrued in excess of sixteen hundred (1,600) hours shall on June 30th of each year be converted to pay in the ratio of twenty-four (24) sick hours equivalent to eight (8) hours pay. However, in no instance will payment be made for sick hours accumulated in excess of two thousand (2,000) hours.

When an employee works three (3) months with perfect attendance, i.e., no sick time usage, disability leave, family leave, leave of absences with or without pay or docking for tardiness, in the fiscal quarter ending September 30, December 31, March 31 and June 30, the employee shall receive a two hundred (\$200.00) attendance bonus.

- B. The Town shall pay to the estate of any bargaining unit member who dies as an active employee his/her accumulated sick leave.
- C. 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.

Sick leave shall not be considered a privilege which may be used by the employee at his discretion, but shall be allowed under the following conditions:

1. Personal illness; physical incapacity beyond the employee's control.
2. When an illness in the immediate family requires the employees 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 three (3) or more days within a thirty (30) day period the necessity of such attention must be supported by a doctor's certificate.

3. Medical or Dental appointments which cannot be arranged other than during working hours.
- D. Employees using sick leave shall notify the dispatch center within one (1) hour of the start of their shift. The on-duty employee shall notify the Chief of Police or designee to determine any further action needed unless it is obvious that the shift will need to be totally or partially covered to maintain minimum staffing. 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 dispatch center was due to extenuating circumstances beyond the control of the employee.
- E. When the absence is more than three (3) consecutive days, the Chief of Police or designee 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.

19.2 Leave of Absence Without Pay. Upon exhaustion of all paid and/or other unpaid leave (e.g., FMLA), an unpaid leave of absence without pay, may be granted to employees in extraordinary circumstances for a period not to exceed one (1) year, upon the written recommendation of the Director of Human Resources or his designee 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 (1) 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.
- B. Decisions regarding requests for leaves of absence and/or the implementation of the leave are not subject to the grievance and/or arbitration provisions of this Agreement.

ARTICLE 20 - OTHER LEAVE

20.1 Funeral Leave.

- A. In case of death of spouse, father, mother, son, daughter, step-son, or step-daughter, a Telecommunicator is entitled to forty (40) hours off without loss of pay.
- B. In case of death of a member of the extended family, a Telecommunicator is entitled to twenty-four (24) hours off without loss of pay provided that the Telecommunicator is actually in attendance at the funeral service or engaged in similar activities. Extended family shall include brother, sister, 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. Funeral leave with pay for eight (8) hours shall be granted in connection with the death of the following, provided that the Telecommunicator is actually in attendance at the funeral or engaged in activities connected with same: Uncle, Aunt, Niece, Nephew, Spouse's Aunt, Uncle, Niece or Nephew.

20.2 Family and Medical Leave. The Town will comply with the federal FMLA.

- 20.3 Jury Duty. Any employee required to 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 the difference between his 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.

Employees are expected to return to work if relieved from Jury duty prior to the last two (2) hours of their regularly scheduled day.

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

ARTICLE 21- PROFESSIONAL DEVELOPMENT

- 21.1 The Town shall pay all reasonable expenses, including tuition, registration, fees, books, necessary supplies, and travel expenses including meals and lodging outside the Town of Groton, incurred by employees attending, at the direction and/or approval of the Chief of Police or designee, schools, conferences, in-service training, seminars, professional meetings and/or job related activities. Time spent in such schools, conferences, trainings, seminars, meeting and/or job-related activities will be considered as hours worked, consistent with the FLSA; travel time will be compensated at a straight time rate. Undergraduate and/or graduate courses are not covered by this provision.
- 21.2 Tuition Reimbursement.
- A. The Town shall reimburse the employee tuition cost up to a maximum of \$500.00 per course for undergraduate courses and \$700.00 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) and total per calendar year for which reimbursement shall be made is four (4). Total Town reimbursement for all bargaining unit members shall not exceed five thousand dollars (\$5000) in any calendar year.
 - 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 the 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 the Chief of Police or designee stating the reasons why they want to take the particular course(s). It shall then be up to the Chief of Police or designee 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 Chief of Police shall be based on departmental needs and shall not be grievable beyond Step 2.
- 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

ARTICLE 22 - LONGEVITY

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

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

- 22.2 Said payment shall be automatically paid in one (1) lump sum on the pay date nearest to and following the anniversary date.

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 Union 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 Chief of Police or designee and copied to Human Resources 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 Chief of Police or designee 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 Chief of Police or designee 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 the Groton Telecommunicators Union members, will be represented on the committee 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.

ARTICLE 24 - SENIORITY

- 24.1 Definition. Seniority shall mean an employee's length of continuous service as a Telecommunicator within the bargaining unit (inclusive of service as a Telecommunicator while a member of the GMEA), measured in calendar days from the first day the employee actually worked for the Town on or after the employee's most recent date of hire. If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee with the highest ranking on the certified list 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 this section. Seniority shall be applicable only as expressly provided in this Agreement.

A. 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 eighteen (18) 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 to the Secretary of the Union a list of its employees covered by this Agreement in order of seniority, together with employees' current wages and job title.

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 twelve (12) 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.

Telecommunicator I & II. Telecommunicator I and Telecommunicator II (Fire/EMS or Police) are training; i.e., probationary positions. The probationary period for newly hired Telecommunicators shall be twelve (12) months. Probationary employees may be dismissed at any time during the probationary period, if his or her performance is such that removal would be in the best interest of the Department.

By the end of the first six (6) months, they must successfully complete all requirements for one (1) module of Telecommunicator II (i.e., Fire/EMS or Police) at which time they will be promoted to Telecommunicator II and assigned primarily to the other module of Telecommunicator II (i.e., Fire/EMS or Police). Failure to do so shall result in termination.

Prior to the end of the probationary period they must complete all the requirements for Telecommunicator III. Failure to do so shall result in termination. Upon successful completion of the twelve (12) month probationary period, they will be classified as a regular employee as a Telecommunicator III.

Probationary employees will fill regular shifts at the level commensurate with their training.

ARTICLE 25 - LAYOFFS/RECALL

25.1 Elimination, Layoff, and Bumping.

- A. In the event of the elimination of a position and/or layoff, the Town shall notify the affected employee and the Union at least thirty (30) days in advance. Any layoff will start with part-time employees, and then move forward from the least senior Telecommunicator to the most senior Telecommunicator regardless of classification.
- B. Separating employees whose positions have been eliminated and/or who have been laid off shall receive payment for sick days accrued in excess of sixteen hundred (1600) hours in the ratio of three (3) sick hours to one (1) hours pay. Employees whose positions have been eliminated and/or who have been laid off shall receive payment for unused accrued annual leave.

25.2 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 twelve (12) months from the date of assignment to the lower paying position.
- B. Recall from layoff shall be conducted as follows:

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 from which he/she was laid off or bumped;
 - 2. a classification in the same or lower pay level for which he/she meets the qualifications contained in the written job description for that position.
- C. Prior to filling a position with a new employee, the Town shall offer the position to an employee(s) on the recall list. Recall shall be by reverse seniority with the most senior person (last person) laid off being the first to be recalled. 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 regardless of the classification, provided the most senior

employee's overall job performance is Meets Standard or above. If employee refuses the position, he/she shall remain on the recall list for the remainder of the recall period.

- 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.

25.3 General Provisions.

- A. An employee who is transferred, bumps, or is recalled into a lower wage classification shall remain at the same pay step that they held in their higher classification.
- B. Laid off employees shall not be required to refund the Town for any tuition reimbursement received.

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 Union 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 a Union 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 paid administrative leave while the investigation is being conducted; after thirty (30) days of paid administrative leave, however, the employee may be placed on unpaid administrative leave. Any employee on paid or unpaid administrative leave shall not be eligible for overtime compensation.

- 26.3 Inclement Weather. 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 Union 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 thirty (30) 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 Municipal Employees Association Concerning Pensions is hereby incorporated into this Agreement as Attachment D. However, its provisions cannot be reopened for negotiation except as provided in Section 17 of that Agreement.
- 26.8 Work Attire. The Town shall provide Telecommunicators with uniforms, which shall be worn when on duty. The uniforms shall be consistent (e.g., collared/mock turtleneck/turtleneck shirts of the same color with multiple styles; pants of the same color and style) as approved by the Chief of Police or his/her designee, as well as an outer garment. Telecommunicators may wear casual attire on Sundays and contractual holidays. For safety purposes, employees are required to wear closed-toe footwear.

Employees shall receive a shoe allowance of one hundred and fifty dollars (\$150.00) per annum each July 1st.

As soon as practicable, the Town shall provide newly hired employees with an initial set of work attire consisting of a minimum of three (3) shirts, three (3) pants and an outer garment.

- 26.9 Television. In order to provide awareness of news and weather-related incidents, a television set will remain in the Emergency Communications Center as long as it does not become a deterrent to the function of the Center as determined by the Chief of Police or designee.

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 Agreement ~~contract~~ with the Town of Groton has not been signed and will remain in effect until a new Collective Bargaining Agreement has been signed.


ARTICLE 28 – PENSION AGREEMENT


- 28.1 As of 2025, the Agreement Providing for Pensions for Members of the Union, set forth in Attachment D and currently in effect between the Town and Union from July 1, 2020 through June 30, 2025, will be negotiated as one with this Agreement.

SIGNATURE PAGE


IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Groton, Connecticut, on this 10th day of May 2023.

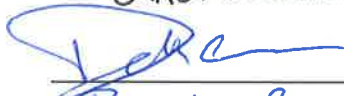
IAFF LOCAL 5378

By: 
Nate Kannas
President

By: 
Louis P DeMici
Secretary, UPFFA of CT


Witness:

By: 
Christine Abondi

By: 
Donald E. Breese

TOWN OF GROTON

By: 
John Burt
Town Manager

By: 
Louis J. Fusaro, Jr.
Chief of Police

By: 
Arnetia Green
Director of HR/Risk Mgmt

Witness:

By: 
Lisa Hylton

By: 
Danielle Pacheco

ATTACHMENT A - UNION LEAVE REQUEST FORM

Groton Telecommunicators Local 5378, IAFF

Chief of Police:

Name:

Date(s) of Requested Leave:

Purpose:

Negotiation of Contract

Labor Board Hearing

Grievance Procedure

Other (Please specify)

Union Training

Signature

Date

Approved

Denied

Reason for denial:

Signature

Date

Human Resources:

Approved

Paid Leave

Denied

Unpaid Leave

Signature

Date

ATTACHMENT B – WAGE SCHEDULES

SUBJECT TO REVIEW OF FINANCE DEPARTMENT

FY2022-2023

POSITION	START	1	2	3	4	5	6	7
TELCOM I	\$24.81	\$25.29	\$25.77	\$26.28	\$26.80	\$27.35	\$27.89	\$28.44
TELCOM II	\$26.80	\$27.36	\$27.90	\$28.46	\$29.03	\$29.62	\$30.21	\$30.81
TELCOM III	\$29.03	\$29.61	\$30.20	\$30.81	\$31.42	\$32.04	\$32.69	\$33.34
TELCOM IV	\$31.42	\$32.03	\$32.68	\$33.31	\$33.98	\$34.66	\$35.36	\$36.07
LEAD TELCOM	\$34.00	\$34.68	\$35.37	\$36.08	\$36.80	\$37.54	\$38.29	\$39.06

FY2023-2024

POSITION	START	1	2	3	4	5	6	7
TELCOM I	\$25.49	\$25.99	\$26.48	\$27.00	\$27.54	\$28.10	\$28.66	\$29.22
TELCOM II	\$27.54	\$28.11	\$28.67	\$29.24	\$29.83	\$30.43	\$31.04	\$31.66
TELCOM III	\$29.83	\$30.42	\$31.03	\$31.66	\$32.28	\$32.92	\$33.59	\$34.26
TELCOM IV	\$32.28	\$32.91	\$33.58	\$34.23	\$34.91	\$35.61	\$36.33	\$37.06
LEAD TELCOM	\$34.94	\$35.63	\$36.35	\$37.07	\$37.81	\$38.57	\$39.34	\$40.13

FY2024-2025

POSITION	START	1	2	3	4	5	6	7
TELCOM I	\$26.19	\$26.70	\$27.21	\$27.74	\$28.30	\$28.87	\$29.45	\$30.02
TELCOM II	\$28.30	\$28.88	\$29.46	\$30.04	\$30.65	\$31.27	\$31.89	\$32.53
TELCOM III	\$30.65	\$31.26	\$31.88	\$32.53	\$33.17	\$33.83	\$34.51	\$35.20
TELCOM IV	\$33.17	\$33.82	\$34.50	\$35.17	\$35.87	\$36.59	\$37.33	\$38.08
LEAD TELCOM	\$35.90	\$36.61	\$37.35	\$38.09	\$38.85	\$39.63	\$40.42	\$41.23

ATTACHMENT C - PERFORMANCE EVALUATION PROCEDURE

SCOPE: The following procedures are applicable to employees covered by the collective bargaining agreement between the Groton Telecommunicators Union Local 5378, IAFF and the Town of Groton.

A. Probationary Employees:

1. The probationary period for any newly hired Telecommunicator is twelve (12) months. Individuals appointed as Telecommunicator I must successfully complete all the requirements for one module of Telecommunicator II (i.e., Fire/EMS or Police) by the end of the first six (6) months of employment; failure to do so shall result in termination from employment. These employees will be formally evaluated at the end of three (3) months and then two (2) weeks before the end of the six (6) month period. Employees receiving a Below Standard evaluation at the end of the three (3) month period shall be informed in writing either of the need for performance to improve or of dismissal from employment; employees receiving a Below Standard evaluation at the time of his/her second evaluation shall be dismissed. Employees who successfully complete all requirements for one module of Telecommunicator II (i.e., Fire/EMS or Police) at the close of the six (6) month period will be promoted to Telecommunicator II and assigned primarily to the other module of Telecommunicator II (i.e., Fire/EMS or Police).

Nothing herein shall preclude upon the recommendation of the Chief of Police or designee and the approval of the Director of Human Resources the promotion of a Telecommunicator I to Telecommunicator II prior to the close of the six (6) month period. Such recommendation shall be based upon certification of the Communications Training Officer(s) that the employee has met all the performance requirements to be promoted to Telecommunicator II.

Prior to the end of the twelve (12) month probationary period, all probationary employees must successfully complete all the requirements for Telecommunicator III. Failure to do so shall result in termination from employment. At least two (2) weeks before the end of the twelve (12) month probationary period, all probationary employees will be formally evaluated. Employees who successfully complete all requirements at the close of the twelve (12) month probation period will be promoted to Telecommunicator III. Probationary employees receiving a Below Standard evaluation at the time of his/her twelve (12) month evaluation shall be dismissed.

Nothing herein shall preclude upon the recommendation of the Chief of Police or designee and the approval of the Director of Human Resources the promotion of a Telecommunicator II to Telecommunicator III prior to the close of the twelve (12)

month period. Such recommendation shall be based upon certification of the Communications Training Officer(s) that the employee met all the performance requirements to become a Telecommunicator III. This action shall have no impact on the twelve (12) month probationary period.

Notwithstanding anything above, probationary employees may be dismissed at any time during the probationary period, if his/her performance is such that removal would be in the best interest of the Department.

The job performance of a probationary employee shall be evaluated against the job requirements, tasks and skill sets identified within the appropriate job description.

2. 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.

B. Regular Employees:

1. Regular employees shall be evaluated annually on their increment (classification) date.
2. Evaluations shall be conducted by the Chief Of Police or designee.
3. Performance ratings shall be documented on the forms provided and based on the standards and factors contained therein.
4. Each employee shall be issued an overall performance rating. An overall rating of **Meets Standard** or above 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.

5. The Chief Of Police or designee shall meet and discuss the evaluation with the employee. The discussion shall include a review of areas needing improvement and to the extent possible, specific standards/objectives that were not met.

6. Employees may, in accordance with Article 12 Section 2, appeal their performance rating 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. Provision 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.
7. 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 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 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.

ATTACHMENT D - PENSION AGREEMENT

AGREEMENT

OF THE PARTIES

FOR

**AN AGREEMENT PROVIDING FOR
PENSIONS FOR MEMBERS OF
GROTON TELECOMMUNICATORS ASSOCIATION/UNITED ELECTRICAL
LOCAL 222, CONNECTICUT INDEPENDENT LABOR UNION LOCAL 86,
INC., AFFILIATED WITH UNITED ELECTRICAL, RADIO AND MACHINE
WORKERS OF AMERICA**

Effective July 1, 2020

**AN AGREEMENT PROVIDING FOR
PENSIONS FOR MEMBERS OF
GROTON TELECOMMUNICATORS ASSOCIATION/UNITED ELECTRICAL LOCAL 222,
CONNECTICUT INDEPENDENT LABOR UNION LOCAL 86, INC., AFFILIATED WITH
UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA**

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 (3) years of annual pay.
- B) **ANNUAL PAY:** Effective July 1, 2020, the annual salary or wages for service to the Town for one (1) fiscal year plus longevity and overtime payments up to \$8,000 per fiscal year.
- 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 Human Resources/Risk Management 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 Groton Telecommunicators Association/United Electrical Local 222, Connecticut Independent Labor Union Local 86, Inc., Affiliated with United Electrical, Radio and Machine Workers of America. 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) PART TIME EMPLOYEES

Part-time 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).

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 .48 years of full-time service based on a 40 hour work week (2080 hours)).

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:** Upon ratification, the rate of contribution to be made by an employee participating in said retirement system shall be 6% 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) CASH BALANCE PLAN

Employees hired on or after July 1, 2022 shall participate in a cash balance plan (per the terms provided in a summary plan description). Employees who are not yet vested as of July 1, 2022 may elect, in lieu of the defined benefit plan, to participate in the cash balance plan.

NOTE: Plan will be amended to reflect detailed cash balance terms and language of this subsection E will be substituted when complete. Plan includes:

5% employee contribution

5% employer contribution

Interest credit between 0% - 5%

See Exhibit A (Summary of Plan Provisions Distributed 9/30/19)

F) 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 ration 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 medical, prescription and dental coverage shall be limited to the managed care plan in effect for active employees.

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

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

*** Effective upon ratification, 12% or the rate paid by bargaining unit members, whichever is higher.

B1) Upon reaching 65, employees and Spouse shall be eligible for the following coverages contingent upon eligibility for and participation in Medicare Part A and 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

B2) Upon reaching age 65, an individual who retires on or after July 1, 2020 is eligible only for the following (Note: Coverage is contingent on eligibility for Medicare Part A and B):

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

Individuals enrolled in benefits under B1) above may opt to join this program during open enrollment.

In addition to the copays as set forth in B1 and B2, the retiree shall be responsible for 12% of the applicable conventional premium rate (COBRA RATE) determined by the insurance carrier or administrator for all health insurance benefits including prescription, or the rate paid by bargaining unit members, whichever is higher.

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

C) Individuals hired on and/or after July 1, 2022 are not eligible for any retiree health insurance.

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, who have at least 100 days of accrued but unused sick leave, may convert accrued sick leave to cash, 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 July 1, 2020 and remain in effect through June 30, 2025 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 13 day of SEPT., 2020.

**GROTON TELECOMMUNICATORS
ASSOCIATION/UNITED ELECTRICAL
LOCAL 222, CONNECTICUT INDEPENDENT
LABOR UNION LOCAL 86, INC., AFFILIATED
WITH UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA**

By: 

President

Witness:

By: 

By: _____

THE TOWN OF GROTON

By: 
John Burt
Town Manager

Witness:

By: 

By: _____

EXHIBIT A

Town of Groton- Proposed Cash Balance Plan for Telecommunicators Summary of Plan Provisions

This document summarizes the major provisions of the Plan. It is not intended to be, nor should it be interpreted as a complete statement of all plan provisions. To the extent that this summary does not accurately reflect the plan provisions, then the results of this valuation may not be accurate.

Effective Date

July 1, 2020.

Plan year

July 1 to June 30.

Participation

Immediate.

Vesting service

Full years and months of service a Participant has completed since his or her first day of employment.

Cash Balance Contributions

(a) The Employer shall credit (as the employer's contribution) an Annual Pay Credit to each Participant's Cash Balance Account in the amount five percent (5%) of the Participant's Compensation for the Plan Year for which a contribution is made.

(b) The Employer shall credit (as the employee's contribution) an additional Annual Pay Credit to each Participant's Cash Balance Account in the amount of five percent (5%) of the Participant's Compensation for the Plan Year for which a contribution is made. Such credit shall be equivalent to the amount of the Participant Contributions for such year.

Normal Retirement

Eligibility- The first day of the month coinciding with or next following the later of age 65 and the fifth anniversary of date of participation. [SUBJECT TO CHANGE GIVEN EXISTING DEFINITION]

Benefit- Cash Balance as of normal retirement date or an annuity that is Actuarially Equivalent to the Cash Balance.

Early retirement

Eligibility- The first day of the month coinciding with or next following the later of age 55 and the 15th anniversary of the date of participation.

Benefit- Cash Balance as of early retirement date or an annuity that is Actuarially Equivalent to the Cash Balance.

Late retirement benefit

Eligibility- After Normal Retirement.

Benefit- Cash Balance as of late retirement date or an annuity that is Actuarially Equivalent to the Cash Balance.

Termination prior to retirement

Vesting schedule- 100% after completion of 5 years of Vesting Service.

Job related disability benefit

A Participant shall be deemed to be Permanently and Totally Disabled within the meaning of the Plan only if the Administrator, in its sole and absolute discretion, shall determine on the basis of medical evident that the Participant is Permanently and Totally Disabled.

Benefit- Greater of (A) or (B):

(A) 33% of pay

(B) Cash Balance or an annuity actuarially equivalent to the Cash Balance

Death prior to retirement

Eligibility- Completion of 5 years of Vesting Service.

Benefit- Return of Cash Balance.

Death benefit if eligible for retirement at time of death

Eligibility- Active employee and Age 55 with 20 years of service, Age 60 with 15 years of service, or Age 65 with 10 years of service.

Benefit- Spousal benefit as if the member had retired and elected the 50% contingent benefit option or the Accidental Death Benefit if higher.

Accidental Death Benefit

Eligibility- Death resulting from injuries sustained in performance of essential duties.

Benefit- 25% of pay payable to widow or children under age 18 for a period of time not to exceed 10 years or the Cash Balance Benefit if greater.

Form of benefit

Normal form- Life annuity. For married participants, payable as an actuarially equivalent 50% joint and survivor annuity.

Optional forms- Life annuity, 100%, 75% or 50% joint and survivor annuity, or a life annuity guaranteed for the first 10 years, social security level income option, or lump sum.

Automatic lump sum- Payable immediately, with participant or spouse's consent, if the present value is \$1,000 or less.

Actuarial equivalence

Interest: The rate used in the most recently published actuarial valuation.

Mortality: The mortality table used in the most recent published actuarial valuation with a 50% male/50% female unisex blend.

Cash Balance interest

Interest will be credited based upon the actual return of the fund for the prior year. (This allows us to credit interest when a participant leaves part way through the plan year.) The interest will be based upon actual pension fund returns; however, there will be a minimum of 0% and a maximum of 5%.

