

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

**Town of Southington**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
Supervisors  
Local 424 - Unit 11**

**July 1, 2023 – June 30, 2027**

TABLE OF CONTENTS

|  | Page No. |
|--|----------|
| ARTICLE I. UNION RECOGNITION .....             | 1        |
| ARTICLE II. UNION SECURITY .....               | 2        |
| ARTICLE III. HOURS OF WORK .....               | 3        |
| ARTICLE IV. HOLIDAYS.....                      | 4        |
| ARTICLE V. SENIORITY/LAYOFFE/JOB POSTINGS..... | 4        |
| ARTICLE VI. WAGES .....                        | 6        |
| ARTICLE VII. INSURANCE AND PENSION.....        | 6        |
| ARTICLE VIII. VACATIONS .....                  | 10       |
| ARTICLE IX. LEAVE PROVISIONS .....             | 13       |
| ARTICLE X. SAFETY AND HEALTH.....              | 15       |
| ARTICLE XI. DISCIPLINARY PROCEDURE .....       | 16       |
| ARTICLE XII. GRIEVANCE PROCEDURE .....         | 17       |
| ARTICLE XIII. SAVINGS CLAUSE .....             | 18       |
| ARTICLE XIV. NO DISCRIMINATION.....            | 18       |
| ARTICLE XV. MISCELLANEOUS .....                | 18       |
| ARTICLE XVI. TOWN RIGHTS.....                  | 20       |
| ARTICLE XVII. EDUCATION REINBURSEIMENT .....   | 21       |
| ARTICLE XVIII. DURATION.....                   | 22       |
| SCHEDULE A .....                               | 23       |
| APPENDIX A .....                               | 27       |

**AGREEMENT BETWEEN  
THE TOWN OF SOUTHLINGTON  
And  
UNITED PUBLIC SERVICE EMPLOYEES  
LOCAL 424-11**

This Agreement is entered into by and between the Town of Southington (hereinafter referred to as the “Town”) and United Public Service Employees Union Local 424-11 (hereinafter referred to as the “Union”). It is the intention of the parties entering into this Agreement to maintain a harmonious relationship between them recognizing the legitimate needs of the employees covered as well as the obligation of the Town to the Public.

**ARTICLE I.  
UNION RECOGNITION**

**Section 1.0**

The Town recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for the following employees:

|  |                                   |
|--|-----------------------------------|
| Assistant Highway Superintendent                   | Youth Services Coordinator        |
| Assistant Finance Director                         | Assistant Park Superintendent     |
| Assistant Town Engineer                            | Treasurer                         |
| Director of Recreation, Youth, and Senior Services | IT Manager                        |
| Community Service Director                         | Deputy Tax Collector              |
| Assistant Director/Head Reference Librarian        | Assistant Superintendent of Water |
| Building Official                                  | Pollution Control                 |
| Assistant Town Planner                             | Deputy Assessor                   |

**Section 1.1**

If the Town shall create any new supervisory position(s) during the life of this Agreement, it will meet with the Union in an attempt to arrive at a mutual determination as to inclusion or exclusion from the bargaining unit. In the event they are unable to agree the Town at its option may rescind the creation of the position or refer the matter to the State Labor Relations Board for determination under Section 7-471(2) of the General Statutes in which event the Town’s option to rescind will no longer be effective.

If the position(s) is determined to be within the scope of the bargaining unit the Town and the Union shall negotiate the pay rate, hours of work and any changes from the initial job description.

**Section 1.2**

All bargaining unit work will be done by bargaining unit employees. This does not preclude the Town from supplementing its forces with contract units or other forces.

**Section 1.3**

All employees of the bargaining unit will be used if possible before outside help is used.

**ARTICLE II.**  
**UNION SECURITY**

**Section 2.0**

The Town agrees to deduct from the pay of all its employees, who authorize such deductions in writing from their wages, such initiation fees and dues as may be fixed by the Union.

In the event that Agency fee union deductions become permissible by State and/or Federal law as a condition of employment, the parties agree that the employer shall deduct the designate agency fee amount as provided in writing by UPSEU from those employees who authorize in writing such deductions

**Section 2.1**

The deduction for any month shall be made bi-weekly and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made not later than the last day of said month.

**Section 2.2**

The Town agrees that there will be no lockout of any of its employees during the life of this Agreement. The Union agrees there will be no strike during the life of this Agreement.

**Section 2.3**

The Town will place a bulletin board in an accessible place in Town Hall for exclusive use of the Union.

**Section 2.4**

The Town will provide each employee with a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement; new employees will be provided with a copy of this Agreement at the time of hire. Five (5) signed copies will be sent to the Union by the Town.

**Section 2.5**

The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Town for the purposes of complying with the provisions of this Article.

**ARTICLE III.**  
**HOURS OF WORK**

**Section 3.0**

The regular work day and work week for bargaining unit employees, except for the Assistant Director/Head Reference Librarian shall be seven (7) hours a day and five (5) consecutive days a week, Monday through Friday, for a total of thirty-five (35) hours per week except those employees who are now regularly scheduled for forty (40) hours per week shall continue on such schedule.

The Assistant Director/Head Reference Librarian will be required to work the regular schedule of full-time library employees: Seven (7) hours per day, thirty-five (35) hours per week, Monday through Saturday. This position is assigned to a rotation schedule for work on every third Saturday.

**Section 3.1**

Overtime at time and one-half (1-1/2) will be paid for all hours worked beyond eight (8) hours per day, Monday through Friday and any hours worked on a Saturday. All other hours of work shall be paid at straight time except: (a) all work performed on Saturday shall be time and one-half (1-1/2); (b) all work performed on Sunday shall be at double (2) time; and, (c) double (2) time shall be paid for all work performed on holidays designated in Article IV, Section 4.0, plus holiday pay. All overtime as described in this Section shall be conditional upon the outcome of discussions and/or procedures as specified in Section 3.2 below. Overtime must be approved by the Town Manager or by the Board or agency authorizing overtime. In the event the Building Official is called back to work outside of their regular seven (7) hour shift, they will be compensated at the rate of time and one-half (1 h) their regular pay.

Employees, in lieu of the foregoing provision, may opt to participate in the "Over-35/Over-40 Comp Time" program set forth in Appendix A.

**Section 3.2**

The Union President or Chief Shop Steward may approach the Town Manager at any time during the term of this Agreement to discuss an employee's eligibility for overtime pay for regularly scheduled work outside of the normal working hours as specified in Section 3.0 above. In any grievance arising from the Town's determination under this Section, the Union will be required to show that the Town has acted unfairly and has substantially changed prior practices.

**ARTICLE IV.**  
**HOLIDAYS**

**Section 4.0**

The following holidays shall be observed as days off with full pay:

|                        |                                |
|------------------------|--------------------------------|
| New Year's Day         | Columbus Day                   |
| Martin Luther King Day | Veteran's Day                  |
| President's Day        | Thanksgiving Day               |
| Good Friday            | Day after Thanksgiving         |
| Memorial Day           | One Half-day on Christmas Eve  |
| July 4 <sup>th</sup>   | Christmas Day                  |
| Labor Day              | One Half-Day on New Year's Eve |

**Section 4.1**

Holidays falling on a Sunday shall be celebrated on Monday. Holidays falling on a Saturday shall be celebrated on the preceding day. For example, if Christmas day falls on Sunday and Christmas Eve falls on Saturday, Christmas Day will be celebrated on Monday, and the one half-day for Christmas Eve will be celebrated on Friday.

**Section 4.2**

If a holiday occurs while an employee is out on sick leave, the employee will have an option of accepting the day as a holiday with no charge to sick leave or of charging the day to sick leave providing a Doctor's certificate verifies the illness, and take a day off at a later date.

**ARTICLE V.**  
**SENIORITY/LAYOFFE/JOB POSTINGS**

**Section 5.0**

The Town shall prepare a list of regular full-time employees showing their seniority in length of service with the Town and deliver the same to the Union on December 1st of each year. Upon completion of their probationary period, new employees shall be added to the list.

**Section 5.1**

New bargaining unit employees shall serve a probationary period of six (6) months. With advanced notice to the employee and the Union, the Town may extend the initial probation period by no more than ninety (90) calendar days. During their respective probationary period all new employees shall have no contractual seniority but shall be subject to all other provisions of the Agreement with the following exception. During their probationary period new employees shall be subject to discharge or other discipline by the Town upon a determination by the Town in its

sole and exclusive discretion that services of the probationary employee have been in any way unsatisfactory. Neither the probationary employee nor the Union in such case shall have recourse to the grievance and arbitration provisions of this Agreement. All employees who have completed their contractual probationary period shall become regular full-time employee(s) and his or her seniority shall date back to the original date of hire.

**Section 5.2**

Employees shall not be discharged without just cause, except as provided in 5.1 of this Article.

**Section 5.3**

When the Town determines that layoffs are necessary, the employee filling the classification to be eliminated shall be laid off upon position elimination, unless he or she is more qualified to perform the duties of an existing position, as determined by the Town Manager. In such an event, the displaced employee shall be laid off. Laid off employees shall be placed on a recall list for a period of twenty-four (24) months from their date of layoff and will be offered a bargaining unit vacancy while on recall for which they are qualified, and which is of equal or lesser pay than the position from which they were laid off. Prior to initiating any layoffs during the life of this Agreement, the Town shall inform the Unit President on which positions will be affected.

**Section 5.4**

The Town shall give employees affected at least two (2) weeks advance notice of layoff or wages in lieu thereof.

**Section 5.5**

The right of an employee to return to work upon recall shall be forfeited if not exercised within ten (10) working days of notification, which shall be deemed given on the postmarked date when sent by registered or certified mail to the last known address and email of the employee on file in the Town's personnel office. Any employee on layoff shall be offered reemployment prior to the Town hiring new employees provided that they meet all of the qualification for the position.

**Section 5.6**

All job vacancies, existing or newly created, covered by this Agreement shall be posted for a period of five (5) days and such jobs shall be filed in accordance with the Town's procedures. Any employee may apply through the Town's "frontline" system during this period. Internal candidates shall be granted an interview.

**ARTICLE VI.**  
**WAGES**

**Section 6.0**

Classifications and wages are attached to this Agreement as part hereof, identified as Schedule A. Employees shall receive the rate of pay specified in their classification, on a biweekly basis via direct deposit.

**Section 6.1**

Employees hired on or before July 1, 2013, shall receive annually (on or about December 15<sup>th</sup>) a longevity payment for total years of service with the town in accordance with the schedule which follows:

After eight (8) years of service \$300.00 dollars.

After fifteen (15) years of service \$450.00 dollars.

**Section 6.2**

Members of the bargaining unit who are required to use their own vehicles shall be compensated at the IRS rate per mile.

**ARTICLE VII.**  
**INSURANCE AND PENSION**

**Section 7.0**

The Town shall provide and pay for the full cost of life insurance for each employee in the amount of his/her annual salary, as listed in the applicable Schedule of this Agreement, rounded to the nearest \$1,000.

**Section 7.1**

A. The Town shall only provide an HSA plan, or a high deductible health care plans with a health savings account feature, including the following components:

| Cost Share Provisions                         | In-Network                                | Out-of-Network (OON)                               |
|---|---|--|
| Annual Deductible individual/aggregate family | \$2,000/\$4,000                           |  |
| Medical Cost Share                            | 0%/100% (no member copays or coinsurance) | 20/80% after deductible, up to coinsurance maximum |

**UPSEU Local 424, Unit 11  
July 1, 2023 to June 30, 2027**

| Cost Share Provisions                                       | In-Network   | Out-of-Network (OON)   |
|---|--|--|
| Prescription Drug Coverage                                  | July 1, 2020 Subject to deductible then: \$5 Generic, \$20 Preferred Brand, and \$30 Non-Preferred Brand, up to co-insurance maximum | July 1, 2020 -20/80% after deductible, up to co-insurance maximum                                |
| Coinsurance Maximum   | July 1, 2020 - \$0 Medical<br>\$500/1,500 RX<br><br>(Includes In-Network Post Ded. RX co a s)  | \$2,000/4,000<br><br>(Includes OON Medical and OON RX Coinsurance)                               |
| Annual Combined In and Out of Network Out-of-Pocket Maximum | July 1, 2020 - (includes deductible and in-network and out-of-network cost shares)<br><br>(Includes In-Network Post Ded. RX co a s)  | July 1, 2020 \$4,500/\$9,500 (includes deductible and in-network and out-of-network cost shares) |
| Lifetime Maximum  | Unlimited  | Unlimited  |
| Preventive Care   | Deductible not applicable  | 20% after deductible, subject to co-insurance limits   |

1) Note: If a participant incurs no out-of-network services after the deductible the total Out-of-Pocket Max would be limited to \$2,500/\$5,500.

The Town shall contribute fifty percent (50%) of the applicable HSA deductible amount. The Town's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on a bi-annual basis; first payroll in July and January. The parties acknowledge that the Town's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed Supervisors. The Town shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

**UPSEU Local 424, Unit 11**  
**July 1, 2023 to June 30, 2027**

The following premium cost sharing provisions shall apply to the HSA plan during the term of this Agreement:

Effective July 1, 2023, the Town agrees to pay eighty percent (80%) of the cost of coverage under the HSA plan for the duration of this contract, so long as an employee and the employee's enrolled spouse and dependents (if applicable) satisfy the wellness incentive as set forth below. If wellness incentive is not satisfied as set forth below, the Town agrees to pay seventy-eight (78%) of the cost of coverage under the HSA plan for the duration of the contract.

**Wellness Incentive:** If an employee and the employee's enrolled spouse and dependents (if applicable) each complete one preventive physical examination during calendar year 2024, the employee will pay the discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2025. If an employee and the employee's enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2024, the employee will pay the non-discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2025. If an employee and the employee's enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2024 but do complete one preventative physical examination during calendar year 2025, the employee will pay discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2026.

|                               | <b>Discounted<br/>Contribution</b> | <b>Non-discounted<br/>Contribution</b> |
|-------------------------------|------------------------------------|--|
| <b>Effective July 1, 2023</b> | <b>20%</b>                         | <b>22%</b>                             |

An HRA shall be made available for any employee who is precluded from participating in the HSA bank account because the individual receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Town shall not exceed the Town's annual deductible contribution for those in the HSA. Premium contributions for the individuals in the HRA shall be the same as the HSA.

The Town will be permitted to substitute a medical insurance plan for the HSA plan under the following terms and condition:

1. Anthem is substituted for an equally reputable insurance provider;
2. the coverage for all items currently covered (e.g., physician, hospitals, prescriptions, patient services, equipment, etc.) are all equal or better than the existing coverage;
3. the list of participating physicians and facilities covered in-network and without additional co-pays is comparable; and

4. the substitution is not implemented prior to either agreement of the Union or arbitration award confirming compliance with the above conditions.
- B. Accidental Death and Dismemberment coverage equal to the amount of life insurance for which the employee is eligible under Section 7.0 above.
- C. The Anthem Full-Service Plan for Dental Care with the dependent child rider to age 23 and dental rider A.
- D. The Town may change the carriers for any of the foregoing insurance, provided that the benefits shall be comparable or better than those provided in the above referenced coverage.
- E. Upon retirement, an employee may purchase health insurance coverages at the employee's expense. The above coverages, excluding life insurance but including Medigap coverages, shall be available at group C.O.B.R.A. rates.
- F. Employees hired before July 1, 2016 may elect to waive all health insurance benefits. Employees electing this option will do so on July 1<sup>st</sup>. Any employee waiving coverage for which he/she would otherwise be eligible shall be paid according to the following schedule:
  1. Any employee eligible for family coverage who elects to waive health insurance coverage shall receive a payment of \$3500;
  2. A Any employee eligible for 2-person coverage who elects to waive health insurance coverage shall receive a payment of \$2500;
  3. Any employee eligible for single coverage who elects to waive health insurance coverage shall receive a payment of \$1500;

The annual payment as stipulated above shall be made in two equal installments on or about December 1<sup>st</sup> and June 1<sup>st</sup>.

Employees choosing this option shall be able to change their options on July 1 for any reason and/or at one other time during the year if there has been a significant change in the employee's circumstances, such as divorce, death of a spouse, etc., which warrants such change of option. Such request for change must be submitted to the Town manager's office at least sixty (60) days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations, including the waiting periods, which may then be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier. When an employee revokes such waiver, depending upon the effective dates of such reinstated coverage, appropriate financial adjustments shall be made between the employee

and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.

- G. Employees will have the option of purchasing long-term disability and short-term disability insurance through AFLAC at the employees' cost.

**Section 7.2**

**Workers' Compensation.** Whenever an injury occurs to an employee for which compensation is payable under the State Workers' Compensation Act, the amount of salary paid to the employee by the Town, when combined with the compensation received under the Act, shall be equal to ninety percent (90%) of his gross regular salary for the first thirty (30) days, eighty percent (80%) for the period between thirty (30) and ninety (90) days, and seventy five percent (75%) beyond ninety (90) days. In the event that the listed difference of gross regular salary is paid to an employee by the Town while he is eligible to receive compensation, all such compensation, excluding specific awards received by the employee, shall be turned over to the Town Treasury. Any employee may elect not to accept the Town's supplemental payment, and be paid only the mandated compensation provided under the Workers' Compensation Act, but in such case, said compensation shall fully extinguish, except for the provision of insurance benefits, the Town's financial liability to the employee as set forth in this Section.

In the event that an employee has reached maximum medical improvement and is unable to return to full duty after two (2) years, the Town may separate the employee from employment, provided such is supported by an independent medical examination.

**Section 7.3**

Pension. The employees covered by this Agreement will be provided with coverage under the Connecticut Municipal Employees Retirement Fund "B" including credit for prior years of service with the Town.

**ARTICLE VIII.  
VACATIONS**

**Section 8.0**

35 hour per week employees covered by this Agreement who have completed the following periods of continuous employment with the Town shall accrue vacation leave on a monthly basis as defined in the following table:

| <u>Length of Continuous Service</u> | <u>Vacation Leave<br/>Accrual</u> |
|-------------------------------------|-----------------------------------|
| Six months to 1 year                | 5.84 hrs/mo = 10 days             |

**UPSEU Local 424, Unit 11**  
**July 1, 2023 to June 30, 2027**

| <u>Length of Continuous Service</u>      | <u>Vacation Leave Accrual</u> |
|--|-------------------------------|
| 1 year up to but not including 5 years   | 5.84 hrs/mo = 10 days/yr      |
| 5 years up to but not including 10 years | 8.75 hrs/mo = 15 days/yr      |
| 10 years up                              | 11.67 hrs/mo = 20 da s/ r     |

In addition to the 8.75 hrs/month accrued from 5 years up to but not including 10 years, an employee shall accrue an additional .59 hrs/month in years 7 and 9. (.59 hrs/month = 1 day/yr). An employee's accrual in years 7 and 9 shall not be more than 9.34 hrs/month.

In addition to the 11.67 hrs/month accrued from 10 years and up, an employee shall accrue an additional .59 hrs/month in year 11 and every other odd year thereafter. (.59 hrs/month = 1 day/yr) (i.e., year 13, 15, 17, etc.) An employee's accrual in year 11 and every other odd year thereafter shall not be more than 12.26 hrs/month.

40 hour per week employees covered by this Agreement who have completed the following periods of continuous employment with the Town shall accrue vacation leave on a monthly basis as defined in the following table:

| <u>Length or Continuous Service</u>      | <u>Vacation Leave Accrual</u> |
|--|-------------------------------|
| Six months to 1 year                     | 6.66 hrs/mo = 10 days         |
| 1 year up to but not including 5 years   | 6.66 hrs/mo = 10 days/yr      |
| 5 years up to but not including 10 years | 10.00 hrs/mo = 15 days/yr     |
| 10 years up                              | 13.33 hrs/mo = 20 da s/ r     |

In addition to the 10.00 hrs/month accrued from 5 years up to but not including 10 years, an employee shall accrue an additional .67 hrs/month in years 7 and 9. (.67 hrs/month = 1 day/yr). An employee's accrual in years 7 and 9 shall not be more than 10.67 hrs/month.

In addition to the 13.33 hrs/month accrued from 10 years and up, an employee shall accrue an additional .67 hrs/month in year 11 and every other odd year

thereafter. (.67 hrs/month = 1 day/yr) (i.e., 13, 15, 17, etc.). An employee's accrual in year 11 and every other off year thereafter shall not be more than 14.00 hrs/month.

No more than forty-five (45) accrued and unused vacation days may be carried over each year.

### **Section 8.1**

Choice of vacation periods shall be at the employee's discretion, subject to the approval of the Town Manager, Department Head or the appropriate Board or Commission.

### **Section 8.2**

In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick days to his sick leave.

### **Section 8.3**

A. In the event a 35 hour per week employee terminates his service with the Town and has vacation days accrued, he shall be paid for unused accrued hours, not to exceed forty-five (45) days or 315 hours.

In the event a 40 hour per week employee terminates his service with the Town and has vacation days accrued, he shall be paid for unused accrued hours, not to exceed forty-five (45) days or 360 hours.

B. In the event of a 35 hour per week employee's death and he has vacation days accrued, his spouse and/or minor children shall receive those monies for unused accrued hours not to exceed forty-five (45) days or 315 hours. If the employee has neither spouse nor minor children, his estate shall receive those monies for the unused accrued hours, not to exceed forty-five (45) days or 315 hours.

In the event of a 40 hour per week employee's death and he has vacation days accrued, his spouse and/or minor children shall receive those monies for unused accrued hours not to exceed forty-five (45) days or 360 hours. If the employee has neither spouse nor minor children, his estate shall receive those monies for the unused accrued hours, not to exceed forty-five (45) days or 360 hours.

### **Section 8.4**

An employee may donate vacation to seriously ill or injured members. Starting on July 1, 2013, the maximum donation shall be fifty (50) hours per employee over the life of the employee's employment with the Town.

**ARTICLE IX.**  
**LEAVE PROVISIONS**

**Section 9.0**

Sick Leave. Each 35 hour per week employee shall be entitled to a sick leave which shall accrue at a rate of 8.75 hours per month for a total of fifteen (15) working days in any fiscal year. Maximum accrual shall be 840 hours or one hundred twenty (120) working days.

Each 40 hour per week employee shall be entitled to a sick leave with full pay which shall accrue at a rate of 10 hours per month for a total of fifteen (15) working days in any fiscal year. Maximum accrual of 960 hours or one hundred twenty (120) working days.

**Section 9.1**

Sick leave may be used for the following purposes:

- A. Personal illness, physical incapacity, injury or exposure to contagious disease.
- B. Enforced quarantine of the employee in accordance with community health regulations.
- C. For attendance upon members of his household whose illness or injury requires the care of the employee. As used in this section, household shall mean two or more persons living together in a single dwelling unit. This provision shall also apply to care for the victims of domestic violence in accordance with state law.
- D. To meet medical or dental appointments.

**Section 9.2**

With respect to suspected sick leave abuse, the Department Head or the Town Manager will first verbally warn an employee that they are a sick leave abuser. Following the issuance of the verbal warning, the Department Head or the Town Manager, may, at his or her discretion seek medical verification of sick leave use for each further sick leave occurrence.

**Section 9.3**

**Personal Leave.** Each 35-hour employee may be entitled to personal leave which shall accrue at a rate of seven (7) hours per quarter for the first three quarters of each fiscal year (July 1<sup>st</sup> - one day, October 1<sup>st</sup> - one day, January 1<sup>st</sup> - one day) for a total of twenty-one (21) hours or three (3) working days in any fiscal year. Personal leave shall not be used as a vacation. Personal leave shall not carry over year to year.

Each 40-hour employee may be entitled to personal leave which shall accrue at a rate of eight (8) hours per quarter for the first three quarters of each fiscal year (July 1<sup>st</sup> - one day, October

1<sup>st</sup> - one day, January 1<sup>st</sup> - one day) for a total of twenty-four (24) hours or three (3) working days in any fiscal year. Personal leave shall not be used as a vacation. Personal leave shall not carry over year to year.

#### **Section 9.4**

**Bereavement Leave.** A maximum of five (5) days with pay will be allowed in the event of a death in the immediate family. "Immediate family" shall mean: father, mother, spouse, and child. A maximum of three (3) days with pay will be allowed in the event of the death of sister, brother, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law. For aunts, uncles, and first cousins of the employee or his/her spouse or the spouse's grandparents, a maximum of one (1) day will be allowed in association with the services, except when such relative is an actual member of the household when three (3) days will be allowed.

#### **Section 9.5**

##### **Union Leave.**

- A. Union Officials shall be allowed to attend Official Union conventions without loss of pay for the period required to attend the function, not to exceed one (1) week and not more than one (1) official, in any fiscal year.
- B. Three (3) employees as designated by the Union shall be allowed the necessary time off without loss of pay for the purposes of contract negotiations; no more than one from any single department.
- C. The Town agrees to recognize the Union representatives duly appointed by the Union for the purposes of adjusting grievances and other labor-related business with the Town. The Local President (or his/her designee) and aggrieved employee shall be paid for attendance at any grievance arbitration hearing or Labor Board informal or formal hearing provided the Local President (or his/her designee) and/or the aggrieved employee attend such hearing during their scheduled working hours.

#### **Section 9.6**

**Jury Duty.** Employees shall be granted leave with full pay for jury duty requiring an appearance before a court or other public body, such employee shall receive that portion of their regular pay which will, together with their jury duty pay, equal to their total salary or wages for the same period.

**Section 9.7**

**Military Leave.** Unless otherwise required by state or federal law, up to two (2) weeks military leave may be granted for service on active reserve or National Guard Duty, during which an employee shall be paid the difference between his regular salary and military base pay. All military leave shall comply with USERRA and applicable state law.

**Section 9.8**

- A. No employee shall lose any seniority standing because of any military service including service in the National Guard or Organized Reserves.
- B. On return from military service an employee shall be reinstated in his former job or one of like rank and shall receive credit for the yearly increments awarded during his absence on military service provided that he reports for duty within ninety (90) days of his honorable discharge from military service.
- C. The Town will pay to the employee's Retirement Fund, the employee's annual assessment.
- D. The employee's accumulation of sick leave, upon leaving, shall be retained to his credit when he returns.

**Section 9.9**

Eligible employees shall be allowed leave under the Family Medical Leave Act.

**Section 9.10**

Each employee shall be kept apprised of their accrued time on the employee web portal.

**Section 9.11**

The decision whether to grant or deny a leave of absence without pay to any employee upon their written request, for a period not to exceed ninety (90) days, will be at the sole discretion of the Town's manager or designee and such decision will not be subject to the grievance and arbitration process. Upon expiration of an approved leave of absence, or earlier if requested by such employee, he/she shall be reinstated in the position held at the time leave was granted.

**ARTICLE X.**  
**SAFETY AND HEALTH**

**Section 10.0**

The Town Manager and the President of the Union shall comprise a Safety Committee to review the needs of the bargaining unit regularly.

**Section 10.1**

- A. Foul weather gear shall be furnished to all employees working in conditions exposed to severe elements, i.e., rain gear, steel-toed boots, appropriate gloves and layered cold weather clothing including insulated jackets, sweatshirts, and hats etc. The Town shall provide a \$250 annual clothing allowance to the Bld. Official, Deputy Assessor, Assistant Town Planner, Assistant Hwy. Superintendent & Assistant Town Engineer on July 1 towards the cost of the aforementioned foul weather gear.
- B. Steel helmets, PPEs and safety glasses shall be furnished to employees working in hazardous environments and equipment.
- C. Clothing that is damaged in line of work will be replaced by the Town and is limited to a maximum of \$200 per year. Receipt(s) must be provided as a condition of reimbursement.

**Section 10.2**

Employees working beyond the regular working hours shall receive a meal allowance of \$15.00 per meal, if employed during the meal hour of 6:00 p.m.; and, \$15.00 per meal, if employed during the meal hours of 12:00 midnight and/or 6:00 a.m. If employed on a paid holiday or Sunday, the noon meal will also be paid at the \$15.00 rate. In order to be eligible for reimbursement under this provision, a receipt must be submitted no later than thirty (30) days after having incurred the expense.

**Section 10.3**

The Town shall provide, free of charge to the employee, medical injections for the prevention and treatment of the contagious diseases such as poison ivy, flu and tetanus.

**ARTICLE XI.  
DISCIPLINARY PROCEDURE**

**Section 11.0**

All written reprimands, suspensions without pay and discharges shall be for just cause and shall not be inconsistent with the infraction for which disciplinary action is being applied.

- A. Disciplinary action shall include:
  - 1. Oral reprimand;
  - 2. Written reprimand;
  - 3. Suspension without pay;
  - 4. Discharge.

Nothing herein shall, however, preclude the Town, in cases of serious misconduct, from immediately implementing a suspension or discharge.

- B. All suspensions and discharges must be confirmed in writing with reason given and a copy given to the employees and the Union.
- C. All disciplinary action on the service record of an employee which takes place more than five (5) years before a subsequent infraction will not be used in any subsequent disciplinary action by the Town against an employee. Oral reprimands shall be removed from an employee's record after two (2) years.

### **Section 11.1**

Any complaint made by a member of the public against a bargaining unit member may be investigated by the Town. A copy of such written complaint or description of any verbal complaint must be given to the employee and the union within two (2) working days of receipt of the complaint. All complaints, verbal or written shall state the specifics of any alleged incident and names of the parties involved. Members so charged may grieve such action through the grievance procedure.

## **ARTICLE XII. GRIEVANCE PROCEDURE**

### **Section 12.0**

A grievance shall be defined as an alleged misinterpretation or misapplication of a specific provision of this Agreement. Grievances will be processed in the following manner at the request of either party:

- A. Between the aggrieved employee, the Union Representative and the Town Manager or his/her designee.
- B. In the event there is no settlement within five (5) days in Step (A.) above, the Union may submit the matter to arbitration by the State Board of Mediation and Arbitration. The decision of the arbitrator shall be final and binding on both parties. Prior to submitting the matter to arbitration the parties may mutually agree to use mediation services of the State Board of Mediation and Arbitration.

Grievances must be filed within twenty (20) days of the event or the employee and the Union are stopped from any future claim against the Town of Southington.

**Section 12.1**

Officers and Stewards of the Union shall be designated by the Union for the purpose of adjusting grievances and/or contract negotiations shall be afforded the necessary amount of time without loss of pay to conduct such business.

**Section 12.2**

Failure of the employees or the Union or Town to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times as to any other occurrence or occurrences, whether the circumstances are, or are not the same.

**ARTICLE XIII.  
SAVINGS CLAUSE**

**Section 13.0**

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

**ARTICLE XIV.  
NO DISCRIMINATION**

**Section 14.0**

Both parties agree to continue their policies of not discriminating against any employee on the basis of race, color, union affiliation, religion, age, sex, national origin, marital status, sexual orientation, mental disability, physical disability which is unrelated to the ability of the employee to perform a particular job, gender identity or other protected classifications under federal, state or local law. As used in this Agreement, masculine or feminine pronouns shall include reference to either sex. This provision shall be subject to the local grievance procedure only and shall not be subject to grievance arbitration.

**ARTICLE XV.  
MISCELLANEOUS**

**Section 15.0**

Each employee shall receive an annual written evaluation.

**Section 15.1**

- A. If an employee is assigned to a position within a higher pay classification for a continuous period of at least thirty (30) calendar days, he/she shall receive compensation equivalent to the pay rate in the higher classification. Such higher classification pay shall be retroactively paid from the first (1<sup>st</sup>) calendar day the employee worked in the higher classification if he/she meets the thirty (30) day requirement stated above.
- B. To be considered “assigned” to such higher classification work referenced in Section 1 above, an employee must be assigned to perform the work in the higher classification in writing by the Town Manager. A mere assumption of the duties absent Town Manager designation shall not constitute “assignment” within the meaning of this Article.
- C. If an “assigned” employee does not possess the requisite knowledge, skills, abilities, education and/or experience required by the higher classification as determined by the Town, the Town Manager and the Union will meet to discuss an appropriate rate of compensation commensurate with the additional responsibilities. Such meeting shall take place within fifteen (15) calendar days of the Town Manager’s written assignment if requested by the Union. Failure to request such a meeting shall constitute a waiver by the employee and the Union of any and all rights to claims or future claims for further consideration.

**Section 15.2**

All bargaining unit employees who use cars owned by the Town shall only use the cars for official Town business. The employees shall not use the Town owned cars for commuting back and forth to work and shall not use the cars for personal business at any time.

**Section 15.3**

The Town shall provide to each present employee, and to each new employee when he/she is hired, a copy of the contract and insurance booklets and pension booklets as produced by the State Controller’s office.

**Section 15.4**

Employees shall be allowed to participate in the ICMA/RC 457 plan. The Town shall be liable for no contribution to the plan.

**Section 15.5**

Employees shall report and be responsible to their supervisors as specified below:

- Applicable Department Head

Asst Hwy Superintendent  
Asst Finance Director  
Youth Services Coordinator  
Treasurer  
Asst Town Engineer  
Asst Park Superintendent  
Asst Town Planner  
IT Manager  
Deputy Tax Collector  
Asst Director/Head Reference Librarian  
Deputy Assessor  
Asst Superintendent of Water Pollution Control

- Town Manager

Building Official  
Community Service Director  
Director of Recreation, Youth, and Senior Services

Nothing herein shall, however, preclude the Town from establishing a different chain of command with written notice to the employee and Union.

**Section 15.6**

The Town shall provide each employee with a copy of his/her job description and shall provide a set of all bargaining unit job descriptions to the Local President. The Town and Union will bargain over the impact of any changes to job descriptions.

**ARTICLE XVI.**  
**TOWN RIGHTS**

**Section 16.0**

The Town reserves and retains, solely and exclusively, all its rights, express or implied, to manage the Town and its employees as such rights existed prior to the execution of this Agreement. The Union agrees that the functions and rights of management belong solely to the Town and that the Union will not interfere with the Town's exercise of these rights and functions.

1. Enumerated Rights. The exclusive functions and rights of the Town include, but are not restricted to, the right to: direct the operation of the Town in all aspects; select and employ new personnel; manage the Town and the direction of its work force; determine methods and levels of financing and budget allocation; maintain and operate buildings, lands, apparatus and other property used for Town purposes; prepare and submit budgets and, in its sole discretion, expend monies appropriated for the maintenance and operation of the Town, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine, the number of Town personnel and the methods and materials to be employed; select and determine the qualifications of employees required to promote the efficient operation of the Town; distribute work to employees in accordance with the job content and job requirements determined, and from time to time redetermined, by the Town; establish assignments for employees; transfer employees; determine the procedures for promotion of employees; create, enforce and, from time to time, change rules and regulations concerning discipline of employees; discipline, suspend or discharge employees; and, otherwise take such measures as the Town may to be necessary to promote the orderly, efficient and safe operation of the Town.
2. Unenumerated Rights. The listing of specific rights in subsection (1) of this section is not intended to be all inclusive, restrictive or a waiver of any rights of the Town not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Town in the past.

**ARTICLE XVII.**  
**EDUCATION REINBURSEMENT**

The Town shall reimburse the money spent for books and tuition by any employee enrolled in a course in job related subjects with the approval of the Town Manager, and upon the successful completion of each semester's work, with a 3.0 or better, up to a maximum of \$5,000 per year for the bargaining unit. Each participating employee shall receive a pro-rated share of the maximum amount. It shall be the duty of the employee to use State or Federal funds available for tuition, books, fees and equipment in order to eliminate or minimize expenditures by the Town for this purpose.

**ARTICLE XVIII.**  
**DURATION**

**Section 18.0**

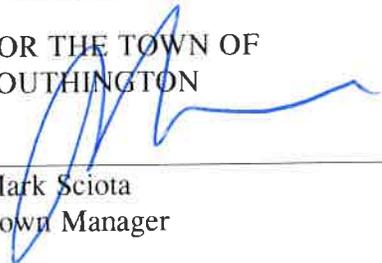
This Agreement shall be effective as of the date of ratification by both parties or by act of law, whichever is sooner and shall remain in full force and effect through the 30th day of June, 2027. It shall be automatically renewed from year to year, thereafter unless either party shall notify the other, in writing, not less than one hundred fifty (150) calendar days prior to the anniversary date, that it desires to modify this Agreement.

**Section 18.1**

This Agreement shall remain in full force and be effective during the period of negotiations.

**IN WITNESS WHEREOF**, the parties hereto have set their hands this 22<sup>nd</sup> day of September, September 2023

FOR THE TOWN OF  
SOUTHINGTON

  
\_\_\_\_\_  
Mark Sciota  
Town Manager

FOR UNITED PUBLIC SERVICE  
EMPLOYEES UNION LOCAL 424-UNIT 11

  
\_\_\_\_\_  
Kevin E. Boyle, Jr.  
UPSEU, President

  
\_\_\_\_\_  
James Grappone III,  
Local 414-Unit 11 President

SCHEDULE A

SALARY SCHEDULE  
 2023-2024  
 (G.W.I. retro 2.40%)

| <u>CLASSIFICATIONS</u>                           | <u>HOURS<br/>OF<br/>WORK</u> | <u>2023-24<br/>ANNUAL<br/>SALARY</u> |            |
|--|------------------------------|--------------------------------------|------------|
| ASS'T. HIGHWAY SUPERINTENDENT                    | 2080                         | \$109,082                            |            |
| ASS'T. PARK SUPERINTENDENT                       | 2080                         | \$97,314                             |            |
| ASS'T. FINANCE DIRECTOR                          | 1820                         | \$102,654                            |            |
| ASS'T. TOWN ENGINEER                             | 1820                         | \$101,055                            | \$110,727* |
| BUILDING OFFICIAL                                | 1820                         | \$110,749                            |            |
| DIRECTOR OF RECREATION, YOUTH & SENIOR SERVICES  | 1820                         | \$122,880                            |            |
| YOUTH SERVICES COORDINATOR                       | 1820                         | \$71,680                             |            |
| COMMUNITY SERVICE DIRECTOR                       | 1820                         | \$86,191                             |            |
| IT MANAGER                                       | 1820                         | \$97,314                             |            |
| TREASURER  | 1820                         | \$89,879                             |            |
| ASS'T TOWN PLANNER                               | 1820                         | \$101,054                            |            |
| DEPUTY TAX COLLECTOR                             | 1820                         | \$80,222                             |            |
| ASS'T DIRECTOR/HEAD REFERENCE LIBRARIAN          | 1820                         | \$82,677                             |            |
| DEPUTY ASSESSOR                                  | 1820                         | \$85,563                             |            |
| ASS'T SUPERINTENDENT FOR WATER POLLUTION CONTROL | 1820                         | \$97,878                             |            |

\* For individuals in this position who hold a professional engineering license.

The Deputy Assessor and Deputy Tax Collector will each receive in addition to a 2.40% GWI \$2,000 on July 1, 2023.

SCHEDULE A

SALARY SCHEDULE  
 2024-2025  
 (G.W.I. 2.40%)

| <u>CLASSIFICATIONS</u>                              | <u>HOURS<br/>OF<br/>WORK</u> | <u>2024-25<br/>ANNUAL<br/>SALARY</u> |            |
|---|------------------------------|--------------------------------------|------------|
| ASS'T. HIGHWAY SUPERINTENDENT                       | 2080                         | \$111,700                            |            |
| ASS'T. PARK SUPERINTENDENT                          | 2080                         | \$99,650                             |            |
| ASS'T. FINANCE DIRECTOR                             | 1820                         | \$105,118                            |            |
| ASS'T. TOWN ENGINEER                                | 1820                         | \$103,480                            | \$113,384* |
| BUILDING OFFICIAL                                   | 1820                         | \$113,407                            |            |
| DIRECTOR OF RECREATION, YOUTH & SENIOR SERVICES     | 1820                         | \$125,829                            |            |
| YOUTH SERVICES COORDINATOR                          | 1820                         | \$73,400                             |            |
| COMMUNITY SERVICE DIRECTOR                          | 1820                         | \$88,260                             |            |
| IT MANAGER  | 1820                         | \$99,650                             |            |
| TREASURER   | 1820                         | \$92,036                             |            |
| ASS'T TOWN PLANNER                                  | 1820                         | \$103,479                            |            |
| DEPUTY TAX COLLECTOR                                | 1820                         | \$82,147                             |            |
| ASS'T DIRECTOR/HEAD REFERENCE LIBRARIAN             | 1820                         | \$84,661                             |            |
| DEPUTY ASSESSOR                                     | 1820                         | \$87,617                             |            |
| ASS'T SUPERINTENDENT FOR WATER POLLUTION<br>CONTROL | 1820                         | \$100,227                            |            |

\* For individuals in this position who hold a professional engineering license.

SCHEDULE A

SALARY SCHEDULE  
 2025-2026  
 (G.W.I. 2.40%)

| <u>CLASSIFICATIONS</u>                              | <u>HOURS<br/>OF<br/>WORK</u> | <u>2025-26<br/>ANNUAL<br/>SALARY</u> |            |
|---|------------------------------|--------------------------------------|------------|
| ASS'T. HIGHWAY SUPERINTENDENT                       | 2080                         | \$114,381                            |            |
| ASS'T. PARK SUPERINTENDENT                          | 2080                         | \$102,042                            |            |
| ASS'T. FINANCE DIRECTOR                             | 1820                         | \$107,641                            |            |
| ASS'T. TOWN ENGINEER                                | 1820                         | \$105,964                            | \$116,105* |
| BUILDING OFFICIAL                                   | 1820                         | \$116,129                            |            |
| DIRECTOR OF RECREATION, YOUTH & SENIOR SERVICES     | 1820                         | \$128,849                            |            |
| YOUTH SERVICES COORDINATOR                          | 1820                         | \$75,162                             |            |
| COMMUNITY SERVICE DIRECTOR                          | 1820                         | \$90,378                             |            |
| IT MANAGER  | 1820                         | \$102,042                            |            |
| TREASURER   | 1820                         | \$94,245                             |            |
| ASS'T TOWN PLANNER                                  | 1820                         | \$105,962                            |            |
| DEPUTY TAX COLLECTOR                                | 1820                         | \$84,119                             |            |
| ASS'T DIRECTOR/HEAD REFERENCE LIBRARIAN             | 1820                         | \$86,693                             |            |
| DEPUTY ASSESSOR                                     | 1820                         | \$89,720                             |            |
| ASS'T SUPERINTENDENT FOR WATER POLLUTION<br>CONTROL | 1820                         | \$102,632                            |            |

\* For individuals in this position who hold a professional engineering license.

SCHEDULE A

SALARY SCHEDULE  
 2026-2027  
 (G.W.I. 2.00%)

| <u>CLASSIFICATIONS</u>                              | <u>HOURS<br/>OF<br/>WORK</u> | <u>2026-27<br/>ANNUAL<br/>SALARY</u> |            |
|---|------------------------------|--------------------------------------|------------|
| ASS'T. HIGHWAY SUPERINTENDENT                       | 2080                         | \$116,669                            |            |
| ASS'T. PARK SUPERINTENDENT                          | 2080                         | \$104,083                            |            |
| ASS'T. FINANCE DIRECTOR                             | 1820                         | \$109,794                            |            |
| ASS'T. TOWN ENGINEER                                | 1820                         | \$108,083                            | \$118,427* |
| BUILDING OFFICIAL                                   | 1820                         | \$118,452                            |            |
| DIRECTOR OF RECREATION, YOUTH & SENIOR SERVICES     | 1820                         | \$131,426                            |            |
| YOUTH SERVICES COORDINATOR                          | 1820                         | \$76,665                             |            |
| COMMUNITY SERVICE DIRECTOR                          | 1820                         | \$92,186                             |            |
| IT MANAGER  | 1820                         | \$104,083                            |            |
| TREASURER   | 1820                         | \$96,130                             |            |
| ASS'T TOWN PLANNER                                  | 1820                         | \$108,081                            |            |
| DEPUTY TAX COLLECTOR                                | 1820                         | \$85,801                             |            |
| ASS'T DIRECTOR/HEAD REFERENCE LIBRARIAN             | 1820                         | \$88,427                             |            |
| DEPUTY ASSESSOR                                     | 1820                         | \$91,514                             |            |
| ASS'T SUPERINTENDENT FOR WATER POLLUTION<br>CONTROL | 1820                         | \$104,685                            |            |

\* For individuals in this position who hold a professional engineering license.

APPENDIX A

“Over-35/Over-40 Comp Time”

This program will allow employees working a 35-hour week to earn compensatory time in lieu of overtime pay for hours worked over 35 in a week. For those working a 40-hour week, compensatory time will be applicable to hours worked over 40 in a week.

1. Employees may opt to participate in this program.
2. Enrollment forms will be available to employees. The Finance Department will maintain and track the balance of the compensatory time accrued by each employee. Bi-weekly pay checks will account for compensatory time earned and/or taken.
3. For the purposes of this program, hours in excess of 35 hours in a week for employees regularly scheduled to work 35 hours will qualify for Over-35 Comp Time. Hours in excess of 40 hours in a week for employees regularly scheduled to work 40 hours will qualify for Over-40 Comp Time.
4. Once an employee opts into the program, every hour of overtime worked by such employee Monday through Saturday, excluding holidays, will earn that employee 1.5 hours of compensatory time to be called Over-35 Comp Time or Over-40 Comp Time. Every hour of overtime worked on Sunday or Holidays will earn that employee 2.0 hours of compensatory time.
5. Employees will be permitted to charge absences from work to the Over-35 Comp Time or the Over-40 Comp Time Bank. Such absences from work shall be paid at the current rate of pay earned.
6. Over-35 Comp Time and Over-40 Comp Time hours are accumulated on a fiscal year basis (July 1<sup>st</sup> through June 30<sup>th</sup>). Any accumulated hours remaining at the end of the fiscal year (i.e. June 30<sup>th</sup>) must be charged by the following January
7. Over-35 Comp Time and Over-40 Comp Time hours can be accumulated to a maximum of 105 hours in the bank.
8. At the time of separation from town service, all compensatory time shall be liquidated. Liquidation of the hours from the Over-35 Comp Time Bank or the Over-40 Comp Time shall be paid at the rate of pay earned at the time of liquidation.

**UPSEU Local 424, Unit 11  
July 1, 2023 to June 30, 2027**

9. If an employee reaches the 105-hour maximum accumulation of either Over-35 Comp Time or Over-40 Comp Time, any hour of overtime worked shall be paid at the overtime rate and additional Over-35 Comp Time or Over-40 Comp Time will not be earned in lieu of overtime pay.
10. This agreement nullifies any past practices that may exist regarding this issue.