AGREEMENT

Between

TOWN OF NEWTOWN

and

NEWTOWN EMERGENCY TELECOMMUNICATOR AND POLICE CLERICAL
LOCAL 1303 –136 OF COUNCIL #4
AFSCME, AFL-CIO

July 1, 2013 to June 30, 2015

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ARTICLE 1 RECOGNITION

Section 1.01

The Town hereby recognizes Local 1303, Council #4, AFSCME, AFL-CIO as the exclusive representative and bargaining agent for all Emergency Telecommunicator Dispatchers (ETD) and the Emergency Telecommunicator Supervisor (ETS) of the Newtown Emergency Communications Center (NECC) as supervised by the Director of Emergency Communications and Clerical Employees of the Newtown Police Department, with the exception of the Executive Assistant to the Chief of Police, as supervised by the Chief of Police who work twenty (20) or more hours per week. Reference is made to Connecticut State Board of Labor Relations Decision No. 1867 (1980) and Recognition Agreement, Case No. ME-6648 (1981).

ARTICLE 2 COPIES OF CONTRACT

Section 2.01

The Town agrees to provide each employee covered by this Agreement and each new employee a copy of said Agreement.

ARTICLE 3 UNION SECURITY

Section 3.01

All present employees in the collective bargaining unit who are members on the effective date of this Agreement but who hereafter cease to be Union members shall, for so long as they remain nonmembers, as a condition of employment, pay to the Union a service fee.

All new employees shall, upon the signing of this Agreement, either become members of the Union after thirty (30) days of employment or refrain from joining the Union, and so long as they remain non-members, as a condition of employment, pay to the Union a service fee.

Employees who withdraw or refrain from joining the Union shall, as a condition of employment, execute in writing a deduction authorization for the limited purpose of authorizing the Town to deduct from their wages such service fees fixed and certified in writing by the Union which shall be payable by such non-union employees. Said service fees shall be equivalent to the amount uniformly required to underwrite the cost of collective bargaining, contract administration and grievance adjustment.

Section 3.02 Dues

The Employer agrees to deduct monthly dues or service fees, as certified by the Secretary of the Union, from the wages of all employees covered by this Agreement.
The deduction of dues or its equivalent made pursuant to the Agreement shall be remitted to the Local 1303 AFSCME, to the address designated by them on a monthly

basis, together with a list of employees, their addresses, and titles from whose pay such deductions were made.

Section 3.03 Indemnification

The Union agrees that it will save the Town harmless and indemnify it from any claim for damages, cost, expense, action or proceeding, judgments and attorneys' fees incurred by the Town by reason of or in connection with the Town carrying out the provisions of this Agreement concerning the assignment of wages for such dues or service fees as hereinbefore mentioned, or by virtue of any action or non-action taken by the Town in compliance with the terms of this Article 3.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.01

Except as specifically abridged or modified by any provision of this Agreement, the Town will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following: determine the standards of services to be offered by the Department; determine the standards of selection for employment; direct its employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights, responsibility and prerogatives are inherent in the Town by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

ARTICLE 5 PROBATIONARY PERIOD

Section 5.01

New employees shall be required to serve a probationary period of six (6) months with an extension of up to twelve (12) months at the discretion of the Town. An absence of more than five (5) working days during the probationary period may cause that employee's probation to be extended for the same amount of time, at the discretion of the Town. At the end of probationary period, the employee's seniority rights shall be from the employee's original date of hire. Probationary employees shall be entitled to benefits as listed in the contract subject to eligibility requirements for specific benefits.

Section 5.02

Probationary employees shall be entitled to Union representation during the probationary period except that actions taken with respect to discharge shall be in the

sole discretion of the Town and shall not be subject to the grievance and arbitration procedure.

ARTICLE 6 SENIORITY

Section 6.01 Definition

Seniority, according to this Agreement, shall consist of the total continuous paid service of the employee with the Town as a regular full-time employee. The probationary period is included in the calculation of seniority.

An employee's seniority and his employment shall terminate upon any of the following conditions:

(1) Resignation;
(2) Discharge for cause;
(3) Retirement;
(4) Death;
(5) Reduction in force due to elimination of position, or for other legitimate reason;
(6) Authorized leave of absence or temporary layoff for a period in excess of twenty-four months;
(7) Failure of an employee on layoff to return to work upon recall within three days of receiving notice to return to work (it is the obligation of the employee to leave his last known address on record with the Town's Human Resources Department); and
(8) Unexcused absence in excess of three consecutive workdays.

Section 6.02 Lay-off

In the event of a layoff, those employees with the least seniority in each classification (i.e., ETD, clerical, ETD Supervisor) shall be laid off first provided the more senior employees have the ability to perform the required work. Employees shall have the right to bump less senior employees in a previously held classification provided they are immediately capable of performing the required work. Classifications shall include: ETD, Secretary, Records Manager/Computer Systems Administrator, Administrative Assistant, Office Assistant, and Accounts Receivable Bookkeeper.

Section 6.03

Employees shall be rehired in reverse order of layoff. Employees shall retain recall rights for a period of time equal to their seniority but in no event more than twenty-four (24) months.

Section 6.04 Promotion/Job Posting

Vacancies for the position of ETS shall be posted internally for five (5) working days before open advertising. The posting will include a list of qualifications and criteria as

determined by the Town. Priority for the selection will be given to the most qualified bargaining unit employee who is a certified ETD within the Newtown Emergency Communications Center. The probationary period for the ETS shall be six (6) months with extensions up to one full year at the discretion of the Director. Any time off shall cause the probationary period to be extended for the same amount of time.

ARTICLE 7 HOURS OF WORK

Section 7.01 Clerical

Clerical Employees of the Department shall work a thirty-seven and one-half (37.5) hour work week, Monday through Friday. The normal hours for all clerical employees shall be from 8:30 to 4:30 p.m. Monday through Friday, with a one-half (1/2) hour unpaid lunch Each July 1, clerical employees shall be provided with the option to elect to work 8:00 a.m. to 4:30 p.m. Monday through Friday, with a one (1) hour unpaid lunch. Any employee electing to work such a schedule must submit a request in writing to the Chief of Police prior to July 1 and must agree to work the schedule until the next July 1.

In addition, the Town will have the right to schedule the Administrative Assistant or a designee to begin work up to one hour earlier to handle court clerical paperwork with no overtime incurred. If the Town does exercise that right, then the employee will still only work 37.5 hours per week during that time. Except in cases of emergencies, the Town will give the clerical employee 4 weeks' notice of the earlier start time.

Section 7.02 ETD & ETS

A. ETDs shall work an eight-hour workday on a five-two, Five-three schedule. Workday shifts start times shall begin at 7:00 AM, 3:00 PM and 11:00 PM and shall include a reasonable meal period not to exceed one-half hour.

B. The ETS shall work a 4-day/37.5-hour flexible workweek. Shifts will be determined by the Director of Emergency Communications (DEC) and posted within the schedule. The ETS's schedule shall be posted for the same duration as the ETD schedule and shall correspond with the ETD shift bid cycle. The ETS may be used to cover any short or long-term vacancies as well as scheduled sick days if he/she is scheduled to work.

C. Personnel are expected to be ready to begin their workday promptly at the start of the respective work shift.

Section 7.03 Overtime

A. Clerical Employees - Hours worked in excess of thirty-seven and one-half (37.5) hours per week shall be compensated at the rate of time and one-half (1-1/2) the regular rate. Hours worked in excess of 7.5 hours in any one day shall be compensated at the rate of time and one-half (1-1/2) the regular rate. There shall be no pyramiding of overtime.

B. ETDs - Hours worked in excess of regularly scheduled hours to forty (40) hours in a week shall be paid at the straight time rate of the job performed. All hours worked in excess of forty (40) hours shall be paid at time and one half (1-1/2). Overtime work must be authorized in advance by the DEC or designee. There shall be no pyramiding of overtime.

C. The ETS shall be compensated at the rate of time and one-half if he/she works in excess of forty (40) hours per week. In accordance with Section 7.05, the ETS may work only one (1) eight (8) hour ETD shift per work week.

D. Only state certified Telecommunicators may work in the absence of the scheduled ETD. If there are certified personnel on duty who can be used for dispatching work in the absence of the scheduled ETD, such personnel may be used. No ETD shall work more than sixteen (16) hours within a twenty-four (24) hour period unless approved by DEC or emergency (municipal/state or federal)/unusual circumstances (death of a Center member etc.) prevail.

E. In case of emergency(municipal/state or federal)/unusual circumstances (death of a Center member etc.), the on-duty ETD may be ordered to work- eight (8) hours beyond the end of their scheduled shift for a total of sixteen (16) hours. The ETD scheduled for the next shift shall be ordered in up to four (4) hours early.

F. Annually, covering the period January 1 to December 31, the DEC will post the record of accumulated overtime hours having been worked by each ETD. Subsequent to that posting, overtime will be offered to ETDs on a least to most overtime hours worked.

G. Posted Overtime - ETDs will submit their overtime picks to the DEC who will then assign shifts using the Accumulated Overtime List process of least to most overtime hours worked. In posting the overtime pick, the ETD may indicate a preference for split-shifts. The DEC will assign the preferred split shift when possible, but preference will be given to employees who submit an overtime pick for the entire shift.

Section 7.04 Minimum Callback

Any employee called back to work after completing his workday shall be granted a minimum of four (4) hours at the appropriate overtime rate. If work has been completed sooner than the four (4) hours, the employee may elect to leave work with the permission of the supervisor and receive only payment for hours actually worked.

Section 7.05 – OVERTIME SHIFT COVERAGE

A. To ensure safe and proper coverage within the Emergency Communications Center, the Director shall establish a procedure for distributing overtime assignments equally throughout the Center

B. Posted Overtime: When overtime becomes available it will be posted in a timely manner and all personnel will have the opportunity to sign up based upon equitability from the cumulative overtime list. If no one signs up within 1 week of the posted date, the on duty personnel for that date will be required to hold over eight (8) hours based upon reverse order of seniority or they may volunteer to stay. Personnel who stay will be so designated on a separate "order in" roster. In the event both people on the same shift have the same amount of orders the reverse order of seniority will apply and that person will be required to stay and work. If no one signs up within 1 week of the posted date, the on duty personnel for that date will be required to hold over up to eight (8) hours.

Holdover / Order In - In the event that an ETD chooses to take a segment of their shift off in accordance with this contract, any scheduled hours off within the first 4 hours of their shift shall be filled by the order in process listed above with dispatchers already working. In the event the ETD chooses to take a segment of their shift off in accordance with this contract, any scheduled hours off within the last 4 hours of their shift shall be filled by the order in process listed above with dispatchers of the next oncoming shift. Ordered staff may poll off duty ETD's to split the overtime or take the entire shift. If an ETD volunteers to work any part of the overtime shift it shall not be considered an order in for the volunteer.

C. Sick Days / Emergency Leave – On-duty personnel working when a vacancy arises such as sick or emergency leave will be required to hold over for eight (8) hours.

D. In no event shall an ETD work more than sixteen (16) hours in any twenty-four (24) hour period unless approved by the DEC or in cases of emergencies (municipal/state or federal).

E. ETD's need to acknowledge the notification of the assignment within 24 hours of being assigned. Failure to respond to the message within the 24 hour period may result in that assignment being granted to another ETD. The ETD who fails to respond will lose the opportunity for the overtime and may be subject to disciplinary action.

F. The ETS shall be available to replace any absent ETD during the supervisors scheduled work hours. The ETS is also subject to on-call order within his/her work schedule as well as during times of vacation and short staffing.

Section 7.06 Vacancies

In the event that an ETD is unable to perform his/her duties for longer than six (6) working days, the DEC has the ability to utilize certified/qualified personnel to fill those vacancies after offering to the staff. This includes but is not limited to utilizing Communication Supervisors or TERT (Tactical Emergency Response Telecommunicators) during times of emergency (municipal/state or federal) or unusual circumstances (death of Center member etc).

Section 7.07 Working Out of Class - Clerical

An employee who is assigned to perform temporary service in a higher class when an employee is on extended absence due to illness, leave of absence or other reason shall be paid in the higher class commencing with the eleventh (11th) consecutive work day of such assignment.

Section 7.08 Shift Bid Schedule

A. ETDs shall pick their assignments for each succeeding four (4) months period by seniority from the ETD's Schedule. It is understood that exceptions can be made in schedule assignments for training and short term emergency situations. In an emergency situation that requires a shift change, the ETDs will be canvassed for volunteers prior to mandating a shift change.

B. ETDs will be excluded from the bidding system if they are unable to fulfill their duties due to extended absence. Upon return to full duty status, said ETD shall be assigned to a vacant shift for the remainder of the current bid period. The DEC shall place on any shift an ETD who did not sign up on the shift bid schedule.

C. Based on work performance, training needs, or documented deficiencies an ETD may be removed from a particular shift and placed on another for a minimum of one bid cycle. In order to facilitate scheduling of Department training, ETDs may be reassigned to training schedules without benefit of overtime during a specified training time frame.

A schedule may be revised at any time when it becomes apparent that an employee will be absent for an extended time, to be decided by the Director.

The four-month shift bid schedule shall be posted on or before the following dates for employee selection:

January 1st
May 1st
September 1st

D. Upon posting of the shift selections – ETDs will have seven (7) calendar days from date of posting to select their shift preference. The new assignments shall be posted no later than the 26th of the month.

Section 7.09 Shift Assignment and Reassignment

The DEC determines shifts available at the time of each new bidding cycle. ETDs shall be assigned based upon shift preference as expressed through the bidding procedure. When adjustments are required because an ETD bid for a different shift than was previously assigned, days off may be changed to accommodate the schedule. No overtime shall be paid to an ETD during the bid adjustment period for changed days off or shift realignments unless the change results in an ETD working more than forty (40) hours in the pay period.

Section 7.10 Shift Exchange

ETDs may make requests to the DEC to voluntarily switch shift assignments with other ETDs (days-weeks or entire bid period), subject to the following limitations:

1. All voluntary exchanges must be approved by the DEC.
2. ETDs scheduled on holidays may offer the shift to a qualified ETD with at least twenty-four (24) hours notice to the DEC.
3. All voluntary exchanges must be at no cost to the Town and the ETD accepting the shift change will ensure that the shift is worked.
4. Failure to fulfill the requirement of the shift may result in disciplinary action.

Section 7.11
All shifts shall be scheduled and posted at least thirty (30) calendar days prior to the start of the schedule, except that a schedule may be revised at any time when it becomes apparent that an employee will be absent for an extended time, to be decided by the Director.

ARTICLE 8 HOLIDAYS

Section 8.01

Effective and beginning with the date of signing of this Agreement, employees covered by this Agreement shall be eligible and paid for the following holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	1/2 Day Before Christmas
Independence Day	Christmas Day
Labor Day	1/2 day before New Year's Day

Section 8.02 Clerical Clerical employees shall received the designated day off with pay unless required to work, on which occasions they shall be compensated at their straight time rate for each hour worked in addition to normal holiday pay.

Section 8.03 ETDs

ETDs who are actively at work during the week in which a designated holiday occurs, shall be paid holiday pay, equivalent to straight time earnings for each holiday, in addition to their regular earnings. Holiday pay so earned shall be accumulated during each year and paid to employees on or before the second week of November as a separate paycheck.

Section 8.04 ETS

The ETS shall receive the designated day off with pay unless required to work, on which occasions he/she shall be compensated at their straight time rate for each hour worked in addition to normal holiday pay.

ARTICLE 9 VACATIONS

Section 9.01

A. Clerical: 1 week of vacation equals 5 working days/ 37.5 hours
ETD: 1 week of vacation equals 5 working days/40 hours
ETS: 1 week of vacation equals 5 working days/37.5 hours

B. Employees with six (6) months but less than one (1) year of continuous service shall receive one (1) week paid vacation leave at the six (6) month mark as long as probation has been completed.

C. Employees with one (1) year of continuous service but less than five (5) years of continuous service as of December 31 of any year will receive on January 1 of that calendar year 2 weeks paid vacation leave:

D. Employees with five (5) years of continuous service but less than thirteen (13) years of continuous service as of December 31 of any year will receive on January 1 of that calendar year 3 weeks paid vacation leave:

E. Employees with thirteen (13) years of continuous service but less than twenty (20) years of continuous service as of December 31 of any year will receive on January 1 of that calendar year 4 weeks paid vacation leave:

F. Employees with twenty one (21) years of continuous service as of December 31 of any year will receive on January 1 of that calendar year Twenty-one (21) days paid vacation leave:

G. Employees with more than 21 years of service will receive an additional one (1) day per year of continuous service of paid vacation leave over twenty-one (21) to a maximum total of twenty-five (25) days.

Section 9.02

For clerical employees and the ETS only, when a holiday falls on an employee's vacation, said employee shall not be charged that vacation day.

Section 9.03

Employees hired prior to July 1, 1997 will maintain the same level of benefits prior to that date if such vacation schedule exceeds that contained in Section 9.01.

Section 9.04 Vacation Posting

A. The current process for clerical employees will remain in place.

B. Vacation Posting ETD

1. Vacation Requests for ETDs shall be made by seniority. There will be only 1 person per shift off at the same time. Dates for vacation must be specific not "week of". All vacations posted shall remain fixed.

2. Vacation requests shall be done at the same time as shift bids but will not be fixed until the ETD has had their shift assigned. This will occur 3 times per year. Holidays that fall within each bid will be picked for during current bid and not prior.

3. Scheduling of Time Off – Vacation/Personal Leave

   Time off may be taken in hourly increments at the start or end of a shift and in accordance with contractual language. If the Center is on a three (3) person shift, time may be taken at any time so long as there is no overtime incurred. For requests other than the scheduled bid posting advance notice shall be given (except in the case of an emergency) as follows:

   a. Vacation of Five (5) consecutive days or more shall be requested with a minimum of two (2) weeks' notice. Seniority shall not be a factor unless more than one ETD works the same shift or if vacation request had been submitted in accordance with Section 9.04. Only one (1) person per shift can be off at the same time.

   b. Individual vacation day requests, which are submitted at least six (6) days prior to the requested day, are subject to approval.

c. Vacation days requested with at least 24 hours' notice shall be reviewed and may be approved on a case by case basis as long as coverage is arranged – NO ORDERING IN OF PERSONNEL. The overtime accrual sheet must be used. Calls are to be documented to the DEC or designee.

d. Time off other then Thanksgiving, Christmas and New Year's Day may be taken in four (4) hour increments. Advance notice shall be given (except in the case of an emergency), as outlined in Sections 9.04.B.3.a.ii and iii.

e. Vacation time requested during Thanksgiving and Christmas week must be submitted in accordance with Section 9.04.B.2 of this contract.

Section 9.05 Carry Over

Employees may be allowed to carry over a maximum of one week from one (1) vacation year to the next with permission of the First Selectman or his designee. All requests for carry over must be submitted to the First Selectman or his designee no later than December 15th. Carry over vacation time must be used by June 1 of the following year and approval to use carry over vacation time shall not be unreasonably denied. There shall be no payment in lieu of vacation days, which have been carried over.

Section 9.06 Separation from Service

Any accrued vacation unused at the time of an employee's termination shall be paid to the employee on a pro rata basis except that no payment shall be made for vacation leave carried over under Section 9.05 of this Agreement unless the employee's request has been denied during the carry over period.

Section 9.07 Request for Single Days (Clerical Employees)

Any employee entitled to receive more than ten (10) days of vacation time pursuant to Section 9.01 may schedule up to ten (10) single vacation days or vacation days in half day increments (not to exceed 20 half day increments) during the calendar year, provided the employee gives written notice to his/her immediate supervisor or designee at least three (3) days in advance of the vacation day and receives permission to use said single/half day vacation. Multiple employee leave requests for the same time and day can be considered and granted provided staffing levels meet the operational needs of the organization. In exceptional circumstances, the Chief of Police or his designee will consider requests for single vacation days or half day vacation days received with less than three days advance notice. Single or half day vacation days may be scheduled in advance beginning December 15th of each year.

Employees entitled to receive ten (10) or less vacation days annually in accordance with Section 9.01 may schedule up to five (5) of single vacation days during the vacation year in accordance with the restrictions outlined above.

Section 9.08 Request for Single Days (ETDs & ETS)

ETDs - Any employee entitled to receive more than two (2) weeks of vacation time may schedule up to six (6) single vacation days during the vacation year, provided the employee gives written notice to the Director of Emergency Communication no later than one (1) week in advance of the vacation day or days requested and that not more than one employee in each classification is approved for vacation on the same day. In exceptional circumstances, the DEC will consider requests for vacation days received with less than one (1) week advance notice.

Employees entitled to receive two weeks or less vacation days annually in accordance with Section 9.01 may schedule up to 3 single vacation days during the vacation year in accordance with the restrictions outlined above.

Section 9.09

Vacation leave shall be determined using a 37.5-hour (clerical and ETS), 40 Hour (ETD) workweek. The ETS cannot be off on vacation leave at the same time as the DEC.

ARTICLE 10 LEAVE PROVISIONS

Section 10.01 – Jury Duty Leave.

The difference between an employee's regular pay and what he shall receive for jury duty shall be made up by the Town in accordance with the regular policy of the Town pertaining to jury duty.

Section 10.02 – Funeral Leave.

In the event of a death in the immediate family, an employee may be granted up to three (3) working days leave with pay to attend the funeral. Immediate family means parents, spouse, child, brothers, sisters, grandparents, grandchild, step-child, parents-in-law, brothers-in-law and sisters-in-law. One (1) day leave shall be granted for the death of a son-in-law or daughter-in-law, aunt, uncle, legal ward, and any other relative living in the domicile of the employee.

Section 10.03 – Leave of Absence Without Pay.

A. Upon the recommendation of the Chief of Police or DEC, any employee may apply for a leave of absence without pay not to exceed sixty (60) calendar days to the First Selectman, for the following reasons:

    1. For health reasons, upon advice of a physician; or

2. For other personal reasons subject to the review and recommendations of the First Selectman.

B. The application for a leave must be in writing, filed with the First Selectman, stating the reasons for requesting the leave and, when necessary, accompanied by a physician's statement. The decision whether to grant or deny the leave rests solely with the Board of Selectmen and is not subject to the grievance procedure.

C. A leave without pay may be extended for two (2) additional sixty (60) calendar day periods by the Board of Selectmen.

D. All leave, vacation, holiday and seniority benefits do not accrue during leaves without pay.

E. Employees may continue, at their expense, all medical benefits, subject to the policy limitations. The employee, if he/she so continues the medical benefits, shall pay the Town a sum equal to the same rate the Town would be paying if that employee was not granted leave.

F. The employee's position shall not be declared vacant during such a leave.

G. If any member of the Military Reserve or National Guard is called for training, the Town will pay the difference, if any, between the employee's gross service pay and the gross regular pay for the period of their required absence up to a maximum of the two (2) week annual field training. Such time shall not be charged to the employee's vacation.

Section 10.05 Family Medical Leave Act

Employees may be eligible for an unpaid leave under the Federal Family and Medical Leave Act. After an employee has exhausted all rights under such act, a request for an extension of an unpaid leave may only be granted in accordance with Section 10.03 and subject to the provisions of Section 10.03.D, E and F.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 11.01

Any grievance or dispute, which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Definition

A grievance is defined as a complaint alleging a violation of, or concerning interpretation and/or application of any of the specific terms of this Agreement.

Section 11.02 Grievance Steps

Prior to filing a grievance, the employee or Union agrees to discuss it with the Chief of Police or his/her designee or the DEC or his/her designee or the First Selectman or his/her designee. If there is no resolution to the grievance at this meeting, then the grievance may be filed to the first step in the grievance procedure.

Step 1. Any Police Clerical employee, ETD, ETS or the Union having a grievance must submit the grievance to the Chief of Police or DEC in writing within ten (10) work days from the date of the incident giving rise to the grievance or within ten (10) work days from the date the employee or Union first had an opportunity to learn of the incident. A grievance shall be deemed waived unless submitted to Step 1 within ten (10) working days in accordance with the terms of this Section. The Chief of Police or DEC shall answer the grievance in writing within ten (10) workdays from the receipt of the grievance.

Section 11.03

Step 2. To the First Selectman or Designee - If the Union feels that further review is necessary, the Union may request a meeting with the First Selectman or designee within ten (10) work days of its receipt of the Chief's or the DEC's answer. The First Selectman or designee shall, within ten (10) workdays, call a meeting with the Union. The First Selectman or designee may render his decision in writing, either at the end of the meeting or within ten (10) workdays after the meeting, to the Union.

Section 11.04

Step 3. Arbitration - In the event the Union feels that further review is justified, the Union shall file a notice of appeal to submit the matter to arbitration by the Connecticut State Board of Mediation and Arbitration. Said notice must be filed within fifteen (15) work days of the Union's receipt of the First Selectman's response. The decision of the arbitrator shall be final and binding upon both parties. Only the Union, not individual employees, may appeal a grievance to arbitration; and the parties agree that the Union is the grievant/party to the arbitration. The arbitrator(s) shall have no power to add to or subtract from or modify in any way the terms of this Agreement. The costs of arbitration shall be borne equally by the parties.

Section 11.05

Time Extensions. The Town and the Union may by mutual agreement extend the time requirements set forth in the steps of the grievance procedure, provided such agreement for an extension is reduced to writing.

Section 11.06

If a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Town's answer in the last step considered. In the event the Town does not respond to the grievance within the designated time limits, or

any mutually agreed extension, the grievance shall be considered denied on the last day of the time period for response, which date shall initiate the running of the time limits for appeal to the next step.

Section 11.07 Representation

The Union President or steward, as shall be designated by the Union for representing aggrieved employee(s) for the purpose of adjusting grievances, shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

The Union President or the steward who actually represented the employee(s) at any previous steps of the grievance procedure shall be permitted time off without loss of pay for all time actually spent in mediation and/or arbitration hearings. The same shall apply for the principal participants as mutually agreed upon by the Department Head.

ARTICLE 12 DISCIPLINARY PROCEDURE

Section 12.01

All disciplinary action shall be applied in a fair manner and shall be appropriate to the employee's infraction. Disciplinary action shall normally be administered as: verbal warning or reprimand, written warning or reprimand, suspension without pay, and discharge; however, nothing in this Agreement shall prevent the Town from imposing a higher level of discipline to a first offense, if supported by the nature of the infraction or circumstances surrounding it.

Section 12.02 Discipline Removal

All verbal and written reprimands shall be removed from the employee's personnel file three (3) years after issuance in accordance with existing state law, providing that no additional disciplinary action of like kind has taken place with said three (3) year period. Such disciplinary actions, including the first offense if of like kind taking place within said three (3) year period, shall remain in the employee's personnel file forever.

Section 12.03

Disciplinary actions other than those specifically addressed in Section 12.02 of this Agreement shall remain in an employee's personnel file forever. However, the Town and the Union may mutually agree to review said disciplinary actions ten (10) years after issuance, providing that the subject employee has not been disciplined in any form within said ten (10) year period.

Section 12.04

It shall be the sole and absolute responsibility of the disciplined employee to request that the remedy provided in Section 12.02 of this Agreement be invoked after the expiration of said three (3) years. Should said disciplined employee not invoke the terms of this agreement, the employee and Union shall hold the Town harmless.

Section 12.05

The employee and Union agree that upon any removal of disciplinary action from personnel filed, any pending grievance and/or arbitration proceeding pertaining to such action shall be withdrawn immediately.

Section 12.06

All disciplinary action may be appealed through the established grievance procedure.

Section 12.07 Suspension/Discharge

The statement of charges resulting in suspension or discharge shall be stated in writing and a copy given to the employee and the Union President within forty-eight (48) hours after the action is taken.

Section 12.08

This Article, including all the foregoing Sections, does not apply to discharges involving probationary employees.

ARTICLE 13 SAFETY AND HEALTH

Section 13.01

The Town agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for its employees.

The employees are responsible to adhere to reasonable safety rules, regulations, and procedures as prescribed by the Town.

ARTICLE 14 NO STRIKE/NO LOCK-OUT

Section 14.01

The Union agrees that it will not call or support any strike, work stoppage, picketing, work slow-down or any other action against the Town that would impede the proper functioning of the Town government at any time. The Town agrees that it will not lock-out any employees at any time.

ARTICLE 15 PRIOR BENEFITS AND PRACTICES

Section 15.01

This Agreement upon ratification supersedes and cancels all prior unwritten or oral practices and agreements, unless expressly stated to the contrary herein, and

constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.

Therefore, the Town and Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE 16 INSURANCE BENEFITS

Section 16.01 Co-pay

The Town shall continue in full force for all employees and their enrolled dependents the medical insurance as per attached plan document provided each enrolled employee shall pay the following amount by payroll deduction each pay period:

Effective July 1, 2014, each participating employee will pay, through payroll deduction, twelve percent (12%) of the allocation rate at the level of the coverage (Employee, 2 Person or Family) in which they are enrolled.

Employees will pay for dental coverage in the same percentage as medical.

Section 16.02 Declining Medical Coverage

Full-Time employees shall be given an option one time each year to decline the medical coverage described in this Article. Employees who elect such option shall be ineligible for medical coverage for twelve (12) months following the effective date pre-existing medical coverage ceases or medical coverage would have commenced had the option not been chosen. The Town shall pay employees who elect such option $1,000 in April and $2000 in October. In the event an employee who has received said payments in lieu of medical coverage severs employment with the Town for any reason, the payments shall be prorated on a monthly basis and the Town shall deduct its share from any sums owed to the employee.

Section 16.03 Change in Coverage

The Town reserves the right to change the insurance carrier so long as the coverage and the administrative claim procedure is comparable to Blue Cross/Blue Shield.

If at any point it becomes possible for the Town of Newtown to purchase health insurance less expensively by participating in a State of Connecticut Employees Health Insurance Plan(s), negotiations may be reopened on health insurance only. Such re-opener shall occur only upon written demand of the Union or the Town. The resulting change, if any, will result in the overall level of benefit being comparable to the existing coverage and benefits.

Section 16.04 Internal Revenue Service Code – Section 125

The Town shall implement and maintain a "Section 125" Salary Reduction Agreement, which shall be designed to permit exclusion of the employee's share of health insurance premiums from the employee's taxable income. The Town makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Union shall not extend to acts, which may be committed by the Town or its agent(s) other than acts in furtherance of the I.R.C. Section 125 Plan.

Section 16.05 Life Insurance
The Town agrees to provide each employee with Life and Accidental Death and Dismemberment Insurance equal to Twenty thousand Dollars ($20,000).

Section 16.06 Pension Plan

The Town agrees to maintain employees in the Town Pension Plan for the term of this Agreement. Effective July 1, 1991, participation in the Town Pension Plan is mandatory for all employees.

ARTICLE 17 WAGES

Section 17.01

Except as provided elsewhere within this article, the following shall apply:

Effective July, 1 2013, the Town shall pay each employee a wage equal to 1.9% percent greater than the amount he/she was receiving on the previous June 30th.

Effective July 1, 2014 the Town shall pay each employee a wage equal to 1.9% percent greater than the amount he/she was receiving on the previous June 30th.

Section 17.02

Wages shall be paid according to the following schedules:

Police Clerical Employees

	2012 (1.75%)	2013 (1.90%)	2014 (1.90%)
Records Manager	$27.88	$28.41	$28.95
Administrative Assistant	$22.58	$23.01	$23.45
Secretary	$24.02	$24.48	$24.94
Office Assistant	$19.33	$19.70	$20.07
Bookkeeper	$21.09	$21.49	$21.90
ETD's			
At hire	$20.30	$20.69	21.08
Completion of Probation	$21.19	$21.59	22.00
1 year following completion of Probation	$23.92	$24.37	24.84
ETS	$27.99	$28.52	29.06

A shift premium of fifty cents ($.50) per hour shall be paid to employees who work between 11:00PM and 7:00AM. This is for scheduled personnel only, not those on overtime or swaps.

Section 17.03 Starting Wage

The starting wage for any new employee filling a vacated position shall be established by the First Selectman provided that, such wage shall not be less than fifteen percent (15%) below or greater than fifteen percent (15%) above the previous wage for the position. The wage shall not be greater than the wage of an incumbent employee in the same position, if such incumbent employee exists. The starting salary for the newly created position shall be established by the First Selectman.

Section 17.04 Longevity Payments

Employees hired prior to the signing of this contract (October 2006) shall receive longevity payments each year in accordance with the following schedule:

Completion of five (5) years of service	$200.00
Completion of ten (10) years of service	$250.00
Completion of fifteen (15) years of service	$350.00
Completion of twenty (20) years of service	$450.00

Longevity shall be paid by separate check during the month of July to all eligible employees, based upon the employee's anniversary date in that calendar year. Employees hired after October 2006 shall not be entitled to Longevity Payments.

Section 17.05 Certification Stipends

If the Newtown Emergency Communications Center chooses to utilize Priority Dispatch Emergency Police Dispatch (EPD) protocols, each certified ETD & ETS shall receive a stipend of $375 payable in December for such achievement. Stipend shall be paid annually as certification is maintained according to NAED standards.

If the Newtown Emergency Communications Center chooses to utilize Priority Dispatch Emergency Fire Dispatch (EFD) protocols, each certified ETD & ETS shall receive a stipend of $375 payable in December for such achievement. Stipend shall be paid annually as certification is maintained according to NAED standards.

If the Newtown Emergency Communications Center becomes recognized by the National Academies of Emergency Dispatch (NAED) as an Accredited Center (ACE) each certified ETD & ETS shall receive a stipend of $750 payable in December for such achievement. Stipend shall be paid annually as certification is maintained according to NAED standards.

Annual training stipend of $500. This is not limited to the training of new employees, but all employees of the NECC and is not a "per person trained" stipend. This stipend shall be paid annually on July 1st to be included in the employee's normal paycheck.

Section 17.06 Certifications

Any and all certifications provided by the Town shall be considered part of the employment responsibility and will be expected to be fulfilled for the period of certification.

ARTICLE 18 STABILITY OF AGREEMENT

Section 18.01

No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

Section 18.02

Should a court of competent jurisdiction find any provision of this Agreement unlawful, the remainder of the Agreement shall continue in force.

ARTICLE 19 OFFICERS AND REPRESENTATIVES

Section 19.01

The Union shall keep the Employer informed of any change in the roster of officers or representatives or stewards representing Bargaining Unit employees. Members of the Union who are designated by the Union Executive Board, shall be granted leave from duty with full pay for Union business, such as attending educational trainings and labor conventions, provided that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed 24-hours in any calendar year and no more than one (1) on duty / working employee is to attend the event.

ARTICLE 20 SICK LEAVE AND PERSONAL LEAVE

Section 20.01 Income Protection Plan

The parties agree that, as a condition of employment, all employees are expected to report to work on their regularly scheduled shifts except as specifically provided otherwise in this Agreement. It is recognized, however, that on occasion employees will be rendered physically unable to perform assigned work due to non-job related accidents or debilitating illness. The paid sick days provided in this Section are not to be considered as personal days off other than for purposes of any sickness or injury other than job related sickness or injury covered by Workers' Compensation. In the event the First Selectman has reasonable cause to believe that an employee is abusing sick leave by taking sick days for purposes other than personal illness or in the event an employee is absent for more than five (5) consecutive work days, or the ETS is absent for more than four (4) consecutive workdays or a ETD is absent for more than three (3) consecutive workdays the First Selectman may require substantiation of the employee's illness from a recognized medical authority.

A. Sick Leave.

1. Sick leave shall mean any absence for non-job related illness or injury of five (5) days or four (4) for ETS or less consecutive work days.

2. a. Employees with more than six (6) months of continuous service, sick leave due to non-job related illness or injury of the employee shall be paid up to an accumulated total of 11 days of paid absence in any calendar year. Any absences in excess of paid days shall only be paid if the Chief of Police or the DEC specifically requests such payment from the First Selectman and the First Selectman approves such payment.

b. The ETS with more than six (6) months of continuous service, sick leave due to non-job related illness or injury of the employee shall be paid up to an accumulated total of 11 days of paid absence in any calendar year. Any absences in excess of paid days shall only

be paid if the Director of Emergency Communication specifically requests such payment from the First Selectman and the First Selectman approves such payment

3. Employees with less than six (6) months of continuous service, may be paid for up to two (2) days of occasional days of paid absence in the first six (6) months of employment.

B. Disability Benefits.

1. Disability benefits are designed to provide cash income to any employee who is totally disabled by a non-job related injury or illness or pregnancy and is therefore prevented from performing the duties of his or her occupation. To be eligible for disability benefits, an employee must have completed six (6) months of continuous service to the Town.

2. Short Term Disability.

a. Short term disability shall apply to any extended absence for non-job related illness or injury of more than five (5) consecutive workdays.

b. After the elimination period stated in 2a. and for a maximum duration of twenty-six (26) weeks, weekly benefits will be paid in the amount of sixty-six and two-thirds percent (66-2/3%) of normal weekly straight time earnings, provided the employee is under the care of a licensed physician and the employee continues to provide medical documentation in support of his/her absence from work.

c. Employees who have been medically cleared to return to work following the birth of a child and are therefore no longer eligible for STD, may utilize unpaid leave in accordance with the federal Family and Medical Leave Act.

3. Long Term Disability.

Employees who, after twenty-six (26) weeks, are totally and permanently disabled and are unable to perform their own job for the first two (2) years of disability and, following the first two (2) years, or any other occupation or trade to which they are suited by reason of education or training, shall be eligible to receive a long term disability benefit as determined by the Long Term Disability carrier which shall be equal to fifty percent (50%) of their normal monthly straight time earnings at the time of their disablement less any payments for which they are eligible from Social Security, and any other insurance or pension plan to which the Town has contributed. Employees shall be eligible for long-term disability benefits for the length of their disablement up to their normal retirement date.

Section 20.02 Personal (Emergency) Leave Days

Each employee shall be eligible for three (3) personal emergency leave days per year. A personal (emergency) Leave Day or any portion thereof should be used for an unforeseen event requiring that the employee be absent from work. The days may also be used by the employee to observe a religious holiday occurring when the employee is scheduled to work and requiring that no work be performed. As much advance notice as is practical under the situation shall be provided to the supervisor and the reason for the day being taken may be given to the supervisor upon request.

Employees shall receive three (3) personal leave days provided prior approval is obtained from the Department Head.

A. Earned personal days may be charged off in quarters (i.e., 2 hour segments) for clerical staff and ETD's and ETS's may be charged off in 4 hour segments.
B. The total personal time granted each clerical employee is: 3 days per year (or 12, two-hour units) per year.
C. The Department Records Manager or his designee will monitor hours charged for Police Clerical personnel on personal time, sick time, and vacation time. A control sheet listing these three areas for each employee will be maintained monthly (in the same manner as the police logs now on board) to enable the employees to monitor their usage. Any discrepancies shall be individually adjusted to the satisfaction of both parties, by mutual agreement.
D. The ETS's Personal Leave Days shall be 22.5 hours annually

E. Personal leave days do not accumulate and are not carried over from year to year.

ARTICLE 21 STATUS OF EMPLOYMENT DURING EXTENDED PERIOD OF DISABILITY

Section 21.01

An employee who is absent due to a long term disability, both work-related and non-work-related, must keep the Town advised of the status of his disability by providing periodic medical documentation, including but not limited to the diagnosis, treatment, and expected duration of the disability. At any time after six (6) months of absence and before two (2) years from the date of disability, the Town may give notice to the employee directing him to provide written documentation from his physician that details the nature of his disability, the dates of treatment, and a prognosis for return to work, including whether or not the employee has reached maximum medical improvement and whether or not the employee is expected to recover to the extent that he will be able to fully perform the duties of the position he held on the date of his disability. The Town may refer the employee for a medical evaluation by a second physician selected by the Town. When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the Town, a third medical opinion shall be obtained. For such a purpose, the employee shall select a physician from a list of

physicians from Yale-New Haven with the appropriate medical specialty. The third medical opinion shall prevail.

Section 21.02

For the purposes of this Article, "Date of Disability" is the first day the employee was unable to report to work due to the disabling illness or injury. Successive periods of disability separated by less than ninety (90) calendar days are considered as the same disability when the cause of disability remains the same.

Section 21.03

In the event an employee refuses to provide medical documentation or to report for the required medical evaluations described in Section 21.01, the employee's status shall be changed to voluntary resignation as of the date of the refusal.

Section 21.04

The Town may place an employee who has been absent due to long term disability on inactive status as follows:

A. When the employee reaches maximum medical improvement, as determined under Section 21.01 above, and is unable to return to work to perform the duties of the position he/she held on the date of disability, or the duties of any other position made available at the option of the Town;

B. When an employee who has been absent due to a non-work related illness or injury or due to a work-related psychological/ emotional illness or injury remains absent for two (2) years from the date of disability.

Section 21.05

An employee on inactive status shall be eligible for continuing insurance benefits as required by applicable federal and state law.

ARTICLE 22 EDUCATION REIMBURSEMENT

Section 22.01

Provided employees receive advance written approval from the First Selectman, an employee shall be reimbursed for any continuing education course successfully completed. Approval is up to the absolute discretion of the First Selectman and the term "successful completion" means a grade of B or better.

Section 22.02

If the Town requires an employee to take a course in order to maintain his position with the Town, the Town shall fully reimburse the employee of the cost of tuition and textbooks.

ARTICLE 23 WORK ATTIRE

Section 23.01

The Town shall provide each ETD with the necessary uniforms. ETDs shall be required to wear department issued/approved clothing/shoes as follows:

1. Department shirt
2. Pants- black, blue or tan - BDU's or slacks
3. Shoes (closed toed)/boots - no sneakers

The Town will replace any uniform which is torn or otherwise determined to be unsuitable for the work place.

ARTICLE 24 PERFORMANCE EVALUATIONS

Section 24.01

Each employee shall receive a written job performance evaluation annually in the month of January, which is to be reviewed and signed by the employee. The Town and Union shall agree upon the form of this evaluation.

ARTICLE 25 DEFERRED COMPENSATION PLAN

The Town shall make available to the Union a voluntary Deferred Compensation Plan. The Union hereby agrees to indemnify and hold the Town harmless from any and all claims, lawsuits, judgments, etc, resulting from the participation of the employees in the plan.

ARTICLE 26 PRISONER WATCH

No bargaining unit member shall be required to assume the duties of watching a prisoner.

ARTICLE 27 EFFECTIVE DATE

Section 27.01

Except where expressly noted herein, this Agreement is effective upon signing and shall remain in full force and effect through June 30, 2015, and each year thereafter unless either party gives notice to the other of its intention to change this Agreement. Said notice to the other party must be given in writing not later than January 1 next preceding the termination date of this Agreement. The parties, upon receipt of such notice, will arrange a meeting for the purpose of negotiating a successor Agreement not later than March 1 next preceding the termination date of this Agreement.

Notwithstanding the above, the parties agree that should the Town, in its sole discretion, determine that it will enter into a regionalization agreement for the dispatching function for the Town, the parties agree to reopen negotiations for the 2013-2015 contract year solely for the purpose of negotiating the impact, if any, of the Town's regionalization decision.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed and signed by their mutually authorized officers or representatives on this 21 day of July, 2014

Town of Newtown

R. P. Leon 7/21/14
FOR THE TOWN OF NEWTOWN

LOCAL 1306-136, COUNCIL #4

Elizabeth Ca
Kelly Martinez 7/21/14
FOR THE UNION

Town of Newtown Plan Change Options: Firm Division 107	
Medical Benefits	**Option #2** **Century Preferred**
Office Visit	$30
Hospital Copay	$250
ER/UR Copay	$150/$50
Outpatient Surgery	$200
In Network Ded.	-
In Network Coin. Max.	-
In Network OOP Max.	-
In Network Coins. %	100%
Out of Network Deductible	$400/$800/$1,000
Out of Network Coins. Max	$1,600/$3,200/$4,000
Out of Network OOP Max.	$2,000/$4,000/$5,000
Out of Network Coins. %	80%
Prescription Drug	**Option #2** (1) $10 generic/$25 brand formulary/$40 brand non-formulary $2,000 Annual Max. 2x Mail Order Drug

FLEXIBLE DENTAL SERVICES - SCHEDULE OF BENEFITS

BENEFIT PERIOD Individual per Calendar Year
DEDUCTIBLE Shared by Categories 2 and 3
INDIVIDUAL $75 per Member per Benefit Period
FAMILY Three Individual Deductibles
3-MONTH DEDUCTIBLE CARRYOVER Applicable

COINSURANCE	Category 1 - 100%
	Category 2 - 80%
	Category 3 - 50%
	Category 4 - 50%

MAXIMUM $1,000 per Member per Benefit Period for Categories 1, 2 and 3
LIFETIME MAXIMUM $1,000 per Member per Lifetime for Category 4

COVERED SERVICES

CATEGORY 1

Initial Oral Exam	1 per Member in 36 Months
Periodic Oral Exam	2 per Member per Benefit Period
Prophylaxis or Periodontal Maintenance Procedure	Combination of 2 per Member per Benefit Period
Topical Application of Fluoride	2 per Member per Benefit Period for Under Age 19
Space Maintainers	2 per For Members per lifetime for under Age 19
Consultation	X-rays
Surgical Extractions	Emergency Treatment

CATEGORY 2

Fillings	1 per tooth surface in any consecutive 12 month period
Endodontics	Periodontics
Simple Extractions	Oral Surgery
General Anesthesia	
Stainless Steel Crowns (Primary Tooth)	1 per tooth in 5 years

CATEGORY 3

Inlays	1 per tooth in 5 years
Onlays	1 per tooth in 5 years
Crowns	1 per tooth in 5 years
Post and Core	1 per tooth in 5 years
Prosthodontics	1 per tooth in 5 years
Repair Bridge	1 per Benefit Period
Repair Dentures	1 per Member per Benefit Period
Add to Dentures	1 per Benefit Period
Recement Crowns	1 per tooth per Benefit Period
Recement Bridge	1 per Benefit Period

CATEGORY 4

Orthodontics
Orthodontics Appliances
Appliance for Harmful Habits
Temporomandibular Joint Dysfunction (TMJ)
TMJ Appliance