

**TOWN OF NEWTOWN**

**AND**

**NUTMEG - NEWTOWN TOWN  
HALL EMPLOYEES**

**July 1, 2023 - June 30, 2026**

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## PREAMBLE

Agreement entered into by and between the Town of Newtown, hereafter referred to as the "Town", and the Nutmeg Independent Labor Union - Newtown Town Hall Employees Union, hereafter referred to as the "Union".

## ARTICLE 1 - RECOGNITION

The Town recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for all full-time employees (30 hours or more per week) and part-time employees working twenty (20) hours per week or more in the following departments: Town Clerk, Tax Assessor, Tax Collector, Finance, Public Works, Park and Recreation, Land Use and Planning, Building, Animal Control, Fire Marshal, Social Services, Senior Services and IT (Information Technology), excepting from this list any employee previously represented under collective bargaining agreement or determined to be either a Department Head or a confidential employee. This determination was made at the time of the election and is on file with the Labor Relations Board of the State as per Case Number ME-34,733.

## ARTICLE 2 • MANAGEMENT RIGHTS

The Union recognizes that the rights of the Town include but are not limited to the following: the right to manage its operation; to direct and control the work force, including the right to appoint, promote, demote, allocate, assign and transfer personnel, determine the standards of selection for employment, relieve its employees from duty because of lack of work or for other legitimate reasons; to establish work rules and regulations; to fully utilize its work force and equipment; to maintain discipline and operational efficiency; to discipline and discharge employees for just cause and to determine the means, methods, processes, materials, procedures and schedules of operation, and the personnel by which said operations are to be conducted; and all other rights possessed by the Town prior to July 1, 1988, except as expressly limited or restricted by the specific terms of this Agreement.

## ARTICLE-3 - DUES CHECKOFF

**Section 3.01** The Employer agrees to deduct monthly dues, as certified by the Secretary of the Union, from the wages of all employees covered by this Agreement who have provided the Employer with a written authorization for such deductions.

**Section 3.02** The dues for each month will be remitted to the Union Office along with an itemized list of employees showing the amount of dues deducted and addresses.

### **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 as herein before 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 - PROBATIONARY PERIOD

All new employees shall be subject to a training and probationary period of six (6) months. The First Selectman may exercise an optional extension of sixty (60) calendar days. Such option shall require written notification to the affected employees stating the reason(s) for the extension prior to expiration of the initial probationary period. All new employees shall

have no seniority rights or rights to aggrieve dismissal during the training and probationary period and/or extension of the probationary period. Upon completion of the probationary period and any extension thereof\* the employee's seniority date shall be the employee's date of hire. All new employees will be eligible for any subsequent wage increases, regardless of probationary status.

## **ARTICLE 5 - VACANCIES PROMOTIONS AND TRANSFERS**

### **Section 5.01 Vacancies**

When any new position is created, or an existing position vacated, the Town shall post a notice of the opportunity to fill such position on the employee bulletin boards and via distribution to all employees for 3 days prior to publication of such notice on the Town website. The notice shall contain a title for the position, the salary range and a brief description of the duties and responsibilities of the position. For the purpose of this Agreement, position means any position listed in the Recognition Clause of Article I.

### **Section 5.02 Promotions**

Promotion means the hiring of an existing employee working in a position in one grade at a position in a grade higher than his/her existing one. A preference in hiring may be given to an existing employee in the event that he/she is equally qualified with a non-employee applicant. The giving of such a preference is entirely within the discretion of the First Selectman and is subject to a grievance; but only to the issue of whether the discretion was reasonably exercised.

### **Section 5.03 Transfers**

Any existing employee may transfer from any position in one grade to a similar position in the same grade not more than once each year. A preference shall be given to an existing employee who has received at least a "good" rating on his/her annual job performance evaluation.

### **Section 5.04 Probationary Period — Promotion/Transfer**

Any existing employee who accepts a promotion or voluntary transfer shall be subject to the probationary period set forth in Article 4 of this Agreement. If at the end of such probationary period, the employee is not recommended for a regular position, the Town shall rehire that employee at the same or similar position upon a vacancy occurring provided that the employee's latest job evaluation prior to the promotion or transfer was good or better.

### **Section 5.05 Involuntary Transfer**

The Town reserves the right to temporarily transfer without notice any employee to a position for which he/she is qualified. A temporary transfer means a change in position for a period not to exceed ten (10) working days or seventy-five (75) hours per calendar month.

## **ARTICLE 6 SENIORITY**

### **Section 6.01**

Seniority, according to this Agreement, shall consist of the total continuous paid service of the employee with the Town as a member of the bargaining unit.

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, reduction in force or for other legitimate reason;
6. Absence due to illness, 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 via certified mail to return to work or ten days from mailing to the last address of record whichever is sooner. It is the obligation of the employee to leave his last known address on record with the Town's Personnel Department and
8. Unexcused absence in excess of three consecutive workdays.

#### **Section 6.02 Layoff**

In the event of a layoff, those employees with the least seniority in each various position 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 previously held positions provided they are immediately capable of performing the required work. No regular full-time employees shall be laid off until all temporary and part-time employees have been laid off first.

**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** There shall be two seniority lists for the purpose of applying this Article; one list for those employees who work thirty (30) or more hours per week and a second list for those employees who work less than thirty (30) hours.

### **ARTICLE 7 HOURS OF WORK**

#### **Section 7.01 Hours Per Week**

The following full-time employees shall work forty (40) hours per week, Park Operations Supervisor, Highways General Supervisor, Fleet Foreman, Assistant Animal Control Officer, Maintainer I and Maintainer II. All other full-time employees shall work thirty-seven and one-half (37.5) hours per week.

Unless otherwise stated in the Agreement, the office hours for all full-time employees shall be from eight o'clock in the forenoon (8:00 a.m.) to four thirty o'clock in the afternoon (4:30 P.M.).

The office hours for all full-time employees who work in the Senior Center shall be 8:00 a.m. to 4:30 p.m. Flexible hours may be needed for programs upon approval by management, with notification to the Union.

The Operations Supervisor shall work Monday through Friday, five (5) days per week, forty (40) hours per week. Normal shift shall be from 7:00 a.m. to 3:30 pm from Labor Day to April 30<sup>th</sup> of each year and 6:00 a.m. to 2:30 p.m. from May 1 to Labor Day of each year. The General Supervisor and the Fleet Foreman shall work Monday through Friday, five (5)

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days per week, forty (40) hours per week. From May 1<sup>st</sup> to September 30<sup>th</sup>, normal shift shall be from 6:30 a.m. to 3:00 p.m. From October 1<sup>st</sup> to April 30<sup>th</sup>, normal shift shall be from 7:00 a.m. to 3:30 p.m.

The full-time Maintainer I shall work a non-standard work week averaging forty (40) hours per week.

### **Section 7.02 Lunch**

Every full-time employee shall have one unpaid hour for lunch except the Park Operations Supervisor, the General Supervisor, Maintainer I, Maintainer II, and the Fleet Foreman who shall have one-half (1/2) unpaid hour each for lunch. Lunches shall be scheduled between eleven thirty and two o'clock in the afternoon (11 :30 a.m. to 2:00 p.m.). The lunch period for the Tax Collector's office shall be eleven thirty o'clock in the forenoon (11:30 a.m.) to two thirty o'clock in the afternoon (2:30 p.m.). The schedule for lunch among the employees of each department shall allow the office of said department to be opened and manned unless this requirement is waived in writing by the First Selectman.

- a. Full-time employees who work five (5) hours or less on a particular day are not required to take a lunch break provided they receive approval from the department head at least twenty-four (24) hours in advance.

**Section 7.03 Breaks** Each employee shall be entitled to a paid fifteen-minute morning break if they have worked ninety (90) minutes that morning before the break.

**Section 7.04 Part-time** Each employee working less than the full hours shall report for work in accordance with the time established for the position.

**Section 7.05 Workday** The workdays as set forth above may be changed after a vote by the Board of Selectmen and negotiations with the Union by reasonable advance notice by the First Selectman.

## **ARTICLE 8 - OVERTIME**

### **Section 8.01 Rate**

Time and one-half times the applicable hourly rate shall be paid for all paid time in excess of eight (8) hours per day or forty (40) hours per week.

### **Section 8.02 Payment**

Compensation for overtime shall be payable in the regular paycheck for the two (2) week period ending the Friday 7:00 AM before the regular payday.

### **Section 8.03 Distribution**

Overtime shall be afforded to, and distributed reasonably equally among all employees within their respective departments who qualify and volunteer first. Declined opportunities shall count as overtime worked for purposes of equal distribution.

### **Section 8.04 Approval**

Before any overtime is worked, the employee shall receive written approval from the department head or the First Selectman in the department head's absence.

### **Section 8.05 Saturday, Sunday, Holidays**

Any employee required to work on a Saturday shall be compensated at the rate of one and one-half (1-1/2) his/her regular rate of pay. Any employee required to work on Sunday, Thanksgiving, Christmas, and New Year's Day holiday shall be compensated at the rate

twice (2) his/her regular rate of pay. Only Building Maintainers and Operations Supervisor shall be compensated at the rate twice (2) his/her regular rate of pay on all Town holidays set forth in Section 10.01. For purposes of this provision, Christmas Eve shall be considered a "holiday".

#### **Section 8.06 Minimum**

There shall be a minimum call back guarantee of two (2) hours of overtime for each employee; except in the case of General Supervisor, Fleet Foreman and Parks Operations Supervisor, who shall have a minimum call back of three (3) hours for highway department emergency call back and a minimum call back of two (2) hours for call back related to other matters, such as Town buildings.

#### **Section 8.07 Night Meetings**

Employees assigned to night meetings on behalf of a department and to keep a record or minutes of the same shall be paid at the rate established by the First Selectman. The current rate per meeting is \$125.

#### **Section 8.08 Commission Attendance**

Any employee who reports to a Commission as part of his or her job responsibilities may adjust the hours of work on the meeting day of said Commission or within the pay period; provided, that the total hours of work equal the hours normally worked each pay period,

**Section 8.09** There shall be no compensatory time except as provided in Section 8.08.

### **ARTICLE 9 VACATIONS**

**Section 9.00** Unless otherwise stated, for all purposes of computing accrual benefits in this Agreement, a "day\*" shall be equivalent to eight (8) hours for employees working a forty (40) hour work week and seven and one half (7.5) hours for employees working a thirty-seven-and one-half hour (37.5) work week.

#### **Section 9.01**

A. Full time employees shall be entitled to vacation benefits as follows:

1. New employees with less than one year of service: At the approved completion of probation, and until the employee has completed one year of service with the Town, new full-time employees shall receive one vacation day for every month remaining in that calendar year to a maximum of five (5) vacation days. These vacation days may NOT be carried over into the next calendar year. There will be no borrowing of vacation days from the next year. Special circumstances may be reviewed by Human Resources and the First Selectman.
2. Employees with one (1) year of continuous service but less than five (5) years of continuous service as of their anniversary date will receive ten days of paid vacation leave on January 1 in that calendar year provided they have completed their probationary period.
3. Employees with five (5) years of continuous service but less than twelve (12) years of continuous service as of their anniversary date will receive fifteen (15) days of paid vacation on January of that calendar year.
4. Employees with twelve (12) years of continuous service but less than twenty-one (21 ) years of continuous service as of their anniversary date will receive twenty (20) days of paid vacation on January 1 of each year.

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5. Employees with twenty-one (21) years of continuous service as of their anniversary date will receive twenty-one (21) days of paid vacation on January 1 of that calendar year plus an additional one (1) day per year of continuous service over twenty-one (21) to a maximum total of twenty-five (25) days of paid vacation leave.

B. Part-time employees shall be entitled to vacation with pay as follows:

1. Employees with one (1) year of continuous service, but less than three (3) years of continuous service, as of their anniversary date, will receive (2) two days of paid vacation leave in that calendar year.
2. Employees with three (3) years of continuous service, as of their anniversary date, will receive five (5) days of paid vacation leave in that calendar year and thereafter.
3. Employees with ten (10) or more years of continuous service, as of their anniversary date, will receive seven (7) days of paid vacation leave in that calendar year and thereafter.
4. The part-time "day" will be determined at hire. Example: an employee hired for 25 hours per week will work 5 hours per day therefore any vacation time will be at 5 hours per day.

**Section 9.02** When a holiday falls on an employee's vacation, said employee shall not be charged with a vacation day on the day of the holiday.

**Section 9.03 Vacation Schedule**

In the matter of vacation scheduling, the most senior employee in each grade and department shall have the first priority in selecting available vacation periods. Such selection seniority shall be available in December of each year. Selection of vacation scheduling thereafter will be based on a first come, first selected basis. Approval of vacation periods by the Department Head is subject to staffing needs, so that adequate coverage of unit assignments is accomplished at all times. Employees working in the Town Clerk's office, Assessor's office, Tax Collector's office and the Highway Department shall be limited to one vacation period with a two (2) week maximum during the peak season. Such vacation during the peak season is subject to the approval of the First Selectman upon the recommendation of the Department Head. The peak season for these offices or departments is as follows: Town Clerk - June and July; Tax Assessors - July; Tax Collector - July, August, and January; and Highway - November 15 to April 15.

**Section 9.04 Vacation Carryover**

An employee may carry over a maximum of five (5) days of vacation leave into the next calendar year, upon written application to and subject to the approval of the First Selectman or his designee. Such approval shall not be unreasonably withheld. Payment in lieu of vacation shall not be permitted. Requests for carryover must be submitted to the First Selectman or designee no later than December 15th. Carryover vacation time must be used by June 30 of the following year. Notwithstanding the foregoing, if an employee is called in to work on a scheduled vacation day in the month of December due to inclement weather, the affected vacation day may be carried over to the following year and used by March 31.



### **Section 9.05 Separation from Service**

Accrued vacation unused at the time of an employee's termination if within less than one year's service 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 9.04 of this Agreement.

## **ARTICLE 10 - HOLIDAYS**

**Section 10.01** The following shall be observed as paid holidays:

One-half day on New Years Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	One-half day on Christmas Eve
Christmas Day	

Holidays shall be observed as officially designated. When the officially designated holiday falls on a Saturday, it shall be observed on the preceding Friday. When the officially designated holiday falls on a Sunday, it shall be observed on the following Monday.

**Section 10.02** Regular, part-time employees shall be entitled to the holidays of this Article and shall receive as holiday pay an amount prorated on the basis of their regularly scheduled workday.

**Section 10.03** Employees on leave of absence without pay or on an extended leave of any kind, which exceeds sixty (60) calendar days, shall not receive holiday pay.

## **ARTICLE 11 - SICK LEAVE**

### **Section 11.01 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 employees will occasionally 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 provided for any illness, other than job-related sickness or injury covered by Workers' Compensation and shall not be considered as personal days off. 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/injury, or in the event an employee is absent for more than five (5) consecutive workdays, the First Selectman may require substantiation of the employee's illness/injury 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) or less consecutive workdays.
2. For new employees with more than six (6) months of continuous service as of January 1, sick leave due to non-job-related illness or injury of the employee shall be paid up to an accumulated total of ten (10) days of paid absence in any calendar year. Any absence in excess of ten (10) paid days shall only be paid if the employee specifically requests such payment from the First Selectman and the First Selectman approves such payment. The Fleet Foreman, Operations Manager and Operations Supervisor will be paid up to a total of twelve (12) days of paid absences in any calendar year. No

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employee will be allowed unpaid sick time unless the specific absence has been approved by the First Selectman. After the first year of employment, employees may bank up to 5 days for use during the Short-Term Disability eligibility period only.

3. Employees with less than six (6) months of continuous service shall be paid up to two (2) days of paid absence in the first six (6) months of employment.
4. The part-time "day" will be determined at hire. Example: an employee hired for 25 hours per week will work 5 hours per day therefore any sick time will be at 5 hours per day

**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, including 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. After the first year of employment, employees may bank up to 5 days for use of the Short-Term Disability eligibility period only.
- b. After the first five (5) days of absence and for a maximum duration of twenty-six (26) weeks and a day, 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 provides the employer with medical documentation in support of the employee's continuing absence from work. 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 leave in accordance with federal or state Family and Medical Leave Act(s).

**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 policy.

**Section 11.02 Sick Leave Bank**

Employees who, prior to June 30, 1990, receive sick leave benefits as set forth in the Employees Yellow Handbook shall cease accruing sick leave as of June 30, 1990. Said employees shall retain the sick leave bank accumulated as of June 30, 1990. Said sick leave bank may be used to supplement short-term disability benefits as set forth in Section 11.01 B.2.b., at a charge to the bank of one-third (1/3) day for each day the supplement is paid.

## ARTICLE 12 LEAVE PROVISIONS

### Section 12.01 Personal Leave

Each full & part-time employee may be granted three (3) personal leave days by his/her department head in each calendar year for emergencies and other extremely important personal situations which cannot be reasonably anticipated and for occasions which cannot be taken care of during non-working hours. Personal leave may not be carried over or accumulated.

The part time "day" will be determined at hire. Example: an employee hired for 25 hours per week will work 5 hours per day therefore any personal time will be at 5 hours per day.

### Section 12.02 Jury Duty

Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation and his leave shall not be charged to any other leave or vacation. The employee shall receive his/her weekly salary less the fee paid for jury duty. Upon receipt of notice for jury duty, the employee shall notify the Department Head. In the event that any employee is released from jury duty on any given day no later than two (2) hours prior to his/her department closing, said employee must report to work or be docked pay. Employees are required to submit proof of service once received from the court.

### Section 12.03 Funeral Leave

Any employee may be granted, up to three (3) consecutive days for death in the immediate family with permission from the First Selectman which shall not be unreasonably withheld. The employee shall receive pay for any of the three (3) consecutive workdays only to the extent the employee was otherwise scheduled to work on any of the three (3) days. For the purpose of computing consecutive time off, holidays and weekends shall not be included. Immediate family means parents, spouse, child, brothers and sisters, grandchild, stepchild, parents-in-law and brothers-and sisters-in-law, son or daughter-in-law, aunt, uncle, grandparents, niece, nephew and any other relative living in the domicile of the employee.

### Section 12.04 Injury Leave.

- A. Any employee who incurs an injury or illness which is covered under the Connecticut Worker's Compensation Act shall be entitled to injury leave pay equal to the difference between the compensation received under said Act and his/her base rate of pay for the number of days of necessary absence up to a maximum of one (1) month following the date of injury.
- B. If it is necessary to continue leave beyond one (1) month, injury leave pay equal to the difference between the compensation received under said Act and 90% of the employee's base rate of pay shall be paid for an additional two (2) months.
- C. If it is necessary to continue leave beyond three (3) months, compensation shall be paid for all periods beyond three (3) months as determined by said Act.
- D. Pursuant to said Act, the Town may, during all or any part of injury leave, assign the employee to duties other than his regular duties which he is capable of performing and suited to perform within his department; provided, however, that the employee shall not receive a lesser wage rate or lesser benefits, including pension rights, for such duties than he would have

received if he had continued to be employed in his department without injury leave.

- E. The Town may assign any employee who has been or is disabled as a result of a compensable injury or illness and who has reached, pursuant to the Act, the point of maximum recovery but is unable to perform his regular duties, to another position which he is capable of performing and suited to perform within the Town service; provided, however, that the employee shall not receive a lesser wage rate or lesser benefits, including pension rights, for such position than he would have received if he had continued to be employed in his position without the compensable injury or illness.
- F. A complete report of each accident shall be made to the First Selectman or designee as soon as practical after it occurs but within 2 workdays of the injury. Each Department Head shall be responsible for this requirement.
- G. Provided a claim for a compensatory injury or illness is uncontested, there shall be no waiting period for the injury leave pay provided by this Article. If a claim is contested, the individual may utilize sick leave. If a final determination is made that the case is compensable per the Act, the individual's occasional sick leave shall be reinstated.

**Section 12.05 Leave of Absence Without Pay.**

- A. Any employee may apply for a leave of absence without pay not to exceed sixty (60) calendar days to the Board of Selectmen, for the following reasons: for health reasons, upon advice of a physician; according to FMLA or for other personal reasons subject to the review and recommendations of the First Selectman.
- B. The application for leave must be in writing, filed with the First Selectman, state the reasons for granting it and, when necessary, accompanied by a physician's statement.
- C. A leave without pay may be extended for two (2) additional sixty (60) 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.

**Section 12.06 Military Leave**

The combined pay for any active duty or training with the National Guard or other reserve units of the United States Armed Forces and the weekly wage paid a Town employee shall not exceed the amount of the regular weekly paycheck without overtime received by the employee for the two-week payroll period just prior to the call to duty or training. No time shall be charged against the employee for this duty or training period; provided that the same does not exceed twenty (20) working days.

### **Section 12.07 Family Medical Leave Act**

All employees shall be covered under the Federal Family and Medical Leave Act of 1993. Employees may be eligible for unpaid leave under the Federal Family and Medical Leave Act or the state Family and Medical Leave Act. After an employee has exhausted all rights under any federal and/or state leave acts, a request for an extension of unpaid leave may only be granted in accordance with 12.05(c) and subject to the provisions of 12.05 (d)(e)(f).

### **Section 12.08 Americans with Disabilities Act**

Notwithstanding any provision of this Agreement to the contrary, the Employer will have the right and duty to take all actions necessary to comply with the provisions of the Americans with Disabilities Act 42 U.S.C. 2101 et seq. (ADA). Upon request, the Employer will meet and discuss specific concerns identified by the Union, however, this shall not delay any actions taken to comply with the ADA.

### **Section 12.09 Termination of Employment Due to Inability to Work.**

- A. The procedures of this Section shall be implemented when an employee who has been absent due to long term disability (both job-related and non-job-related) reaches maximum medical improvement and cannot return to work but no sooner than twenty-six (26) weeks and no later than one year from the date of disability.
- B. Upon notification from the Town to the employee pursuant to "A" above, the employee must present certification from his physician that the employee is able to perform or will be able to perform his job within a year of the date of disability. If the employee's physician does not certify that the employee is able to perform, without limitation, the duties of his position or of any other available position offered by the Town or if in the opinion of a physician selected by the Town the employee is found to be unable to perform said duties then the Town may terminate the employee. In such case, any disability benefits for which the employee may be eligible under Article 1 shall continue unaffected.
- C. 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 three physicians (with the appropriate medical specialty) provided by the Town. The third medical opinion shall prevail.
- D. In the event the employee does not report for the required medical evaluations, the employee may be terminated as a resignation and such termination shall be deemed to be for just cause.
- E. In the event the employee returns to work within the above referenced one (1) year, he shall suffer no loss in continuous service or seniority rights.

## **ARTICLE 13 - DISCIPLINARY PROCEDURE**

**Section 13.01** All disciplinary action shall be for just cause and applied in a fair manner and shall not be incongruous to the infraction for which the disciplinary action is being applied.

**Section 13.02** All disciplinary action may be appealed through the established grievance procedure.

**Section 13.03** All charges resulting in a reprimand, suspension or discharge shall be stated in writing and a copy given to the employee and the Union President within forty-eight (48) working hours after the action is taken.

**Section 13.04** An employee who is being interrogated concerning an incident or action which may subject him/her to disciplinary action may request, and shall be entitled to, Union representation.

## **ARTICLE 14 GRIEVANCE AND ARBITRATION**

**Section 14.01** A grievance shall be defined as a complaint by an employee or the Union that there has been an alleged violation, misapplication, or misinterpretation of a specific provision of this Agreement. Such grievance shall be processed in the following manner:

**Section 14.02 Time Limits.**

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
- B. If the Union does not file a written grievance on behalf of the employee within ten (10) working days after the employee knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- C. Failure by the Union on behalf of the aggrieved employee, at any level, to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- D. Failure by the supervisor, Department Head, or First Selectman involved to render his/her decision within the specified time limits shall be considered as movement of the grievance to the next level,

**Section 14.03** At any or all steps in this Article, the aggrieved employee may have representation of his/her choosing at his/her expense.

**Section 14.04** Grievances may be processed directly with the party whose action resulted in the grievance, provided said party is the Department Head or the First Selectman; and, in such instances, the previous steps of this grievance procedure may be omitted.

**Section 14.05 Format Procedure.**

**STEP 1.**

The Union shall first present the grievance to the immediate supervisor of the employee. The supervisor shall attempt to resolve the problem; or shall give his/her answer, in writing, to the employee within five (5) working days from the date the grievance is submitted to him.

**STEP 2.**

The Union, if dissatisfied with the decision of the supervisor, may within five (5) working days after the receipt of the Step 1 answer, submit its grievance in writing, to the Department Head. The Department Head may make a separate investigation, and inform the Union, in writing, of his/her decision within five (5) working days after the receipt of the written grievance from the Union,

**STEP 3.**

If the Union is dissatisfied with the Department Head's decision, it may obtain a review by the First Selectman or his designee by submitting a request within five (5) working days after receipt of the Step 2 answer, in writing to the First Selectman for review of the Department Head's decision. The First Selectman or his designee, may conduct an informal hearing within ten (10) working days, and shall hear the position of the Union or any other persons from the First Selectman, or his designee, deems necessary to make his decision. The First Selectman or his designee shall, within ten (10) working days after said hearing or, if no hearing is held, within ten (10) working days of receipt of the request to review, inform the Union of his decision in writing.

**STEP 4.**

In the event that the Union is dissatisfied with the Step 3 decision, within ten (10) working days of receipt of the Step 3 decision, the Union may request the State Board of Mediation Arbitration to provide arbitration service; which request for arbitration service shall be made to the State Board of Mediation and Arbitration, in writing, with a copy to the Town. Both the Union and the Town agree to first employ the mediation services of said Board prior to having an actual hearing before said Board.

**Section 14.06** The Arbitration panel shall hear, and decide, only one grievance in each case and shall be bound by, and must comply with, all the terms of this Agreement. The Arbitration panel shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the Arbitration panel shall be binding upon the Town, the Union, and the employees, unless the same is contrary to law.

**ARTICLE 15 · MEDICAL BENEFITS**

**Section 15.01**

**A . Co-pay**

The Town shall provide and pay for each full-time employee and their enrolled dependents those items set forth in Section 15.02 of this Article, provided, however, that each full-time employee shall pay the following percentage of the monthly premiums for the insurance by payroll deduction. All employees shall be covered under the Anthem Blue Cross/Blue Shield Century Preferred Managed Care Plan and Dental Plan as outlined in the summary sheet attached to this Agreement.

Effective for the 2023-24 contract year, employees will have the option of electing the High Deductible Health Plan, (HDHP) as stated in APPENDIX A.

<b>HDHP</b>	15%	7/1/23-24
	17%	7/1/24-26
	10%	7/1/23-24
	12%	7/1/24-26

With the Town paying the remaining percentages.

**B. Deductibles for HDHP**

1. Effective for the 2023-24 contract year, the HDHP Plan will have annual deductibles of \$2,000 for individual and \$4,000 for two-person or family coverage.
2. Effective for the 2024-25 contract year, the HDHP Plan will have annual

**NUTMEG - NEWTOWN TOWN HALL EMPLOYEES**  
**July 1, 2023 - June 30, 2026**

deductibles of \$2,250 for individual and \$4,500 for two-person or family coverage.

3. Effective for the 2025-26 contract year, the HDHP Plan will have annual deductibles of \$2,500 for individual and \$5,000 for two-person or family coverage.
4. Effective for the 2023-26 contract years, the Town will contribute one-half (1/2) the applicable deductible for each employee participating in the HDHP Plan.

**Section 15.02** Coverage as per attached coverage plan document.

**Section 15.03 Declining Medical Coverage**

Full-time employees shall be given an option once in each contract year to decline the medical coverage described in Section 15.02 of 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 \$1,500 in April and \$1,500 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 15.04 Changes to Carrier- coverage**

The Town reserves the right to implement cost containment provisions recommended by its health insurance carrier after consultation with the Union. The Town reserves the right to change the insurance carrier of the above-listed insurance so long as the coverage and the administrative claim procedure is comparable to or better than Blue Cross/Blue Shield.

**Section 15.05 Affordable Health Care Act**

The Town and the Union agree should legislation approve and implement a tax through the Affordable Health Care Act the Town and the Union shall re-open the contract prior to June 30, 2026.

**Section 15.06 Internal Revenue Service Code - Section 125**

The Town shall make a premium conversion and flexible spending account plan available to employees participating in the group health insurance plans described above for health insurance premiums to the extent permitted by and subject to the terms of *Section 125* of the Internal Revenue Code, as that provision may be amended from time to time.

**Section 15.07 Life Insurance, Accidental Death Dismemberment Insurance**

The Town shall provide each full-time employee with a Life and Accidental Death and Dismemberment insurance policy equal to one and one-half times base salary, rounded to the nearest thousand dollars with a maximum of \$120,000. The benefit shall be in accordance with the life insurance policy currently in effect.

**ARTICLE 16 - WAGES**

**Section 16.01**

Effective July 1, 2023, and each July 1 thereafter during the duration of this Agreement, wages will be in accordance with the Wage Schedules attached hereto and made a part hereof as Appendix B.



### **Section 16.02 Rates of Pay**

Employees shall be paid bi-weekly in an amount equal to the hours worked by an employee in the prior pay period times the applicable hourly rate. The work year for the Program Administrator, Park General Supervisor, Highways General Supervisor, Fleet Foreman and Animal Control Officer, Maintainer I, Maintainer II and any other employees working forty (40) hours per week shall be based on 2,080 annual hours. The hourly rate of pay for all other members of the bargaining unit shall be as listed in Appendix B.

### **Section 16.03 Starting Wage**

The starting wage for any new employee filling a vacated position shall be established by the First Selectman and the new hire; 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 and, further provided that, such wage shall not be greater than the wage of an incumbent employee in the same position, if such incumbent employee exists. The salary for any newly created position shall be established between the Town and the Union. The starting salary for the newly created position shall likewise be established by the First Selectman.

**Section 16.04 Longevity** Any employee who has worked for the Town shall receive on every July 1, the sum corresponding to the number of years on the following schedule:

5 – 10 years	-\$100
11 – 14 years -	-\$200
15 – 19 years -	-\$250
20 or more years -	-\$300

Years shall refer to complete years of service as of July 1 annually.

## **ARTICLE 17 - UNION COMMITTEE AND BENEFITS**

**Section 17.01** The Town agrees that the Union shall have a bulletin board in each building in which its members are employed for the disbursement of Union news and the posting of job notices.

**Section 17.02** The Town agrees to permit the use of an available conference room for Union meetings and functions; provided, that the same occurs either before or after the hours of work, or on lunch hour, and said use is scheduled with the employee in charge of room scheduling for the conference room.

### **Section 17.03 Representation during Negotiations**

During negotiation's as required under the Municipal Employee Relations Act, the Union shall be permitted to designate three (3) employees to receive pay for their attendance, provided such negotiation session is during said employees' normal working hours. All other employees attending do so using another form of leave such as a personal leave or no pay. At the negotiating session during the day, two members from any department shall be present if their job duties do not overlap such that a key element of the department is unable to function and all departments must retain a staff of at least one employee in order to be open to the public. No more than four (4) employees shall be members of the Union negotiating committee unless the Town's negotiating committee exceeds four (4), excluding the chief spokespersons.

#### **Section 17.04 Representation during Grievance Proceedings**

During a grievance proceeding, investigation or preparation, only the Union President or his designee may take time off with the consent of his/her immediate supervisor or Department Head. The Union may request of the First Selectman, on a one-time basis, to allow for an additional member to attend proceedings for training purposes. A request for time to attend proceedings, investigate or prepare shall not be unreasonably withheld or delayed for more than (24) twenty-four hours. No more than one hour per day shall be permitted for investigation and preparation. Upon completion of any time granted in this section, the Union President or his designee shall file a report with the First Selectman stating the length of time used, the subject matter of the time off and any other additional information that the First Selectman deems appropriate.

#### **Section 17.05 Union Elections**

The Union shall inform the Town after each annual election the names of the officer and the designee and negotiator by written communication to the First Selectman. The list shall include the names of a single delegate to the State and international convention. Such a delegate may receive a maximum of one (1) day paid leave to attend such a convention and no more than two (2) such days per year will be granted to such delegate.

### **ARTICLE 18 SAFETY AND HEALTH**

**Section 18.01** 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 19 EDUCATION REIMBURSEMENT**

**Section 19.01** The Town shall provide the following assistance to full-time employees in reimbursement for the expense of tuition and required textbooks incurred by employees enrolled in job related educational courses:

A maximum of twelve hundred dollars (\$1200) each calendar year per employee.

This education reimbursement is subject to the following limitations:

- A. Courses must be sponsored by a recognized educational institution.
- B. The courses must be job-related.
- C. Courses must be completed with a grade of B or better:
- D. The employee must obtain approval from his immediate supervisor and from the First Selectman or designee before enrolling in the course.
- E. Upon completion of the course, the employee must forward a transcript of grades and invoices for the cost of tuition and required textbooks to the Finance Office.

**Section 19.02** If the Town requires an employee to take a course or courses in order to maintain his position with the Town, the Town shall fully reimburse the employee for the cost of tuition and textbooks.

### **ARTICLE 20- EMPLOYEE RECORDS**

**Section 20.01** The Department Head or supervisory employee shall annually prior to July 1, conduct a written job performance evaluation which is to be reviewed and signed by the employee. The form of this evaluation shall be agreed upon by the Town and Union.

**Section 20.02** Any employee shall be able to review the content of his/her personnel file. Each evaluation shall be placed in such files. It shall be the responsibility of the employee to notify the Town of any changes in vital statistics contained in its records.

**Section 20.03** The request to review such files may be denied if the First Selectman believes that the employee is abusing the privilege. The grievance procedure shall apply to this section if such denial is exercised.

**Section 20.04** No disciplinary action reduced to writing other than suspension or dismissal shall be retained in such files for longer than seven (7) years, provided permission to remove such records of disciplinary action has been obtained from the state records administrator. All other material shall remain as part of the employee's permanent personnel file.

#### **Section 20.05 Weekly Payroll Certification**

Each employee shall be required to turn in a Weekly Payroll Certification and overtime authorization to their supervisor or Department Head by Friday 10:00 am covering the seven previous days. These records and only these records shall be kept in the Finance Department office. All other records and the permanent personnel file shall be kept in the First Selectman's office.

### **ARTICLE 21 - RETIREMENT**

**Section 21.01** Any employee who has worked a minimum of six (6) months and is not on probation and who was hired on or after July 1, 1990, and before July 1, 2019, must join the Town Employees' Pension Plan. The Town shall automatically deduct the employee's contribution to the plan from the first full paycheck issued after the employee becomes eligible and signs up.

**Section 21.02** To be eligible for retirement benefits, an employee must have at least five (5) years of credited service at the Normal Retirement Date.

- A. The Town agrees to maintain employees hired prior to July 1, 2019, in the Town Pension Plan for the term of this Agreement. The provisions of that plan in effect as of July 1, 1988, shall not be altered, amended or changed unless negotiated with the Union.
- B. Defined Contribution Plan. Effective July 1, 2019, all newly hired employees may participate in the Town's Defined Contribution plan, the Town contribution shall be at a rate of 5% of base pay. Vesting shall be at 100% after one year of completed service. Employees' contribution rate shall be 5% of base pay. The employee shall have a sixty (60) calendar day election period upon hire. Once elected, participation is a mandatory term of employment. If not timely elected, the employee will not be eligible to participate in the future. The Defined Benefit Town Pension Plan referred to in the subsection A, above, shall no longer be available to newly hired employees. Refer to the Town's Defined Contribution Plan for specific language and procedures.

#### **Section 21.03 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 22 - MILEAGE, IDENTIFICATION, CLOTHING**

**Section 22.01** No employee shall use his/her privately owned automobile for Town business unless he or she has received written approval from the Department Head and either the First Selectman or Financial Director. The written approval shall state the purpose of the trip, the estimated miles to be traveled, the account from which the reimbursement is to be made, the date, destination and any other fact requested by the Finance Director.

Reimbursement for use of his/her privately owned vehicle shall be at the current rate per mile as established each year by the Town. Employees are encouraged to request the use of Town owned automobiles from the Finance Office and to schedule their use according to the availability of such automobile.

**Section 22.02** Any employee whose principal place of work is not inside an office shall receive from the Town an identification card for viewing by the public and to be worn at all times on the upper part of the torso.

**Section 22.03 Uniforms and Safety Shoes**

Any employee of the Land Use Agency (Zoning Enforcement Officer, Conservation Official, Land Use Enforcement Officer), Building Department (Assistant Building Officials and Assistant Building Inspectors) and the Assessors Office who work outside of an office shall be reimbursed once a fiscal year for the purchase of safety shoes and a collared shirt with the Town logo on the front.

The employees of said departments and the Technology Support Specialist shall be provided with a uniform allowance in the amount of three hundred and twenty-five (\$325) dollars.

The Fleet Foreman and General Supervisor shall be provided with five hundred (\$500) dollars for uniform allowance. The Operations Supervisor shall be provided with six hundred (\$600) dollars for uniform allowance.

The Finance department will distribute a check in the amount of \$325 in July of each year. Each employee will sign a statement stating they will be using said check to purchase uniforms and safety shoes for work purposes only. Each statement must be signed by a department head before the check will be given. Any replacements must be made within said amount or at the expense of the employees if said amount has been fully expended.

The Assistant Animal Control Officer and Kennel Keeper shall be furnished with a standard uniform and replacements of any article of said uniform, all of which shall be done by the Chief of Police or his/her designee.

Employees on a disability leave of any kind shall not be eligible for uniform payment until their return to work. Employees who have submitted their retirement or resignation letter to the Town will not be eligible for clothing allowance.

Any employee provided with a uniform or uniform allowance must wear said uniform to work on a daily basis.

**ARTICLE 23 - PAST PRACTICE**

**Section 23.01** At the time of executing this Agreement, there exists between the Town and its employees no past practice or benefit or privileges as they all cease to exist by the very nature of this Agreement.

**Section 23.02 Savings Clause** Should any provision of the Agreement be found unlawful by a court of competent jurisdiction then the remainder of the Agreement shall continue in force.

## **ARTICLE 24 - MISCELLANEOUS**

### **Definitions**

For purposes of this Agreement, full-time employees mean an employee who regularly works thirty (30) hours or more per week. A part-time employee is one who works less than thirty (30) hours per week but at least twenty (20) hours per week.

"Department Head" as used in this Agreement is the highest-ranking supervisory employee in the particular department.

## **ARTICLE 25 - DURATION**

**Section 25.01** This Agreement may be amended from time to time by a writing executed by representatives from both the Town and the Union.

**Section 25.02** This Agreement shall be effective from July 1<sup>st</sup>, 2023, through June 30, 2026. A successor agreement will be negotiated in accordance with MERA.

**NUTMEG - NEWTOWN TOWN HALL EMPLOYEES**  
**July 1, 2023 - June 30, 2026**

**IN WITNESS WHEREOF**, the Town and the Union have caused their names to be signed on the date appearing immediately below their signatures.

**TOWN OF NEWTOWN**

**NUTMEG - NEWTOWN TOWN  
HALL EMPLOYEES**

\_\_\_\_\_  
**First Selectman**

\_\_\_\_\_  
**Staff Representative**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Chapter President**

\_\_\_\_\_  
**Witness**

APPENDIX A

**Town of Newtown**  
**Medical Plan Changes Firm Division 108**

<b>Medical Benefits</b>	<b>Century Preferred</b>
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. %	N / A
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	\$10 generic/\$25 brand formulary/ \$40 brand \$2,000 Annual Max. 2x Mail Order Drug

**APPENDIX A**  
(cont.)

**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 DEDUCIBLE CARRYOVER** Applicable

**COINSURANCE**

Category 1 – 100%

Category 2 – 80%

Category 3 – 50%

Category 4 – 50%

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 Under Age

19

Space Maintainers

2 per Members per lifetime for under Age 19

Consultation

X-rays

Surgical Extractions

Emergency Treatments

**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 Repair

1 per tooth in 5 years

Bridge Repair

1 per tooth in 5 years

Dentures

1 per member per Benefit Period

Add to Dentures Recement

1 per Benefit Period

Crowns Recement

1 per tooth per Benefit Period

Bridge

1 per Benefit Period

**CATEGORY 4**

Orthodontics

Orthodontics/Appliances

Appliance for Harmful Habits

Temporomandibular Joint Dysfunction (TMJ)

TMJ Appliance



## APPENDIX A (cont.)

Effective July 1, 2023

HDHP/HSA

### HDHP

Cost Share Provisions	In-Network	Out of Network (OON)
<b>Annual Deductible (Individual/aggregate family)</b>	<b>\$2,000/\$4,000</b>	
Medical and Prescription <b>Medical &amp; Prescription Cost Share After the Deductible</b>	<p style="text-align: center;"><b>Medical</b> 100%/0%</p> <p>Members will pay 100% of Claims after the deductible To the In-Network Coinsurance Maximum</p> <p style="text-align: center;"><b>Prescription Copays</b> \$10 generic/\$30 brand formulary /\$50 brand non- formulary 30 Day Retail and 90 day Mail For 2 Copays</p>	<p style="text-align: center;"><b>Medical and Prescriptions</b> 80%/20% after deductible, up to OON co-insurance maximum</p>
<b>Coinsurance Maximum</b>	<p style="text-align: center;">\$1,000/2,000 (Includes In-Network Post Deductible Prescriptions Copays)</p>	<p style="text-align: center;">Not to Exceed \$2,000/\$4,000 OON Coinsurance Max Reduced by Any In-Network Coinsurance Expenses</p> <p style="text-align: center;">(Includes OON Medical and OON RX Coinsurance)</p>
<b>Annual Combined In and Out of Network Out-of-Pocket Maximum</b>	<p style="text-align: center;">\$5,000 individual coverage/\$10,000 family coverage (includes deductible and in-network and out-of- network cost shares</p>	
<b>Lifetime maximum</b>	<b>Unlimited</b>	<b>Unlimited</b>
Preventive Care (Frequency and Age Limits may apply)	Deductible not applicable	20% after deductible, subject to co-insurance limits

- (1) Note: Annual Combined Coinsurance Maximum reflects full Out-of-Pocket Cost if an employee exhausts BOTH the In-Network and Out-of-Network Coinsurance Maximum. If a participant incurs no out-of-network services after the deductible the total Out-of-Pocket Max would be limited to \$3,000/\$6,000.

For employees enrolling in the HDHP plan the Town will contribute to the employee's HSA Account. Effective July 1, 2018, the Town will contribute fifty percent (50%) of the applicable HDHP deductible. The Town's contribution will be deposited into the HSA accounts in full in the month of July.

For any employees enrolling mid-year and participating in the HDHP/HSA, the Town's contribution into the HSA will be prorated.

**APPENDIX B**  
**2023-26 Wage Schedules**

**2023-24 Wage Schedule (2.75% Increased Costs)**

<b>0</b>	\$20.85	\$24.04	\$29.74	\$33.44	\$36.96
<b>1</b>	\$21.61	\$24.93	\$30.85	\$34.71	\$38.36
<b>2</b>	\$22.36	\$25.84	\$31.98	\$35.96	\$39.75
<b>3</b>	\$23.12	\$26.75	\$33.10	\$37.22	\$41.14
<b>4</b>	\$23.64	\$27.66	\$34.23	\$38.48	\$42.53
<b>5</b>	\$23.90	\$28.28	\$34.99	\$39.34	\$43.49

**2024-25 Wage Schedule (2.93% Increased Costs)**

<b>Step</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
<b>0</b>	\$20.93	\$24.14	\$29.86	\$33.58	\$37.11
<b>1</b>	\$21.70	\$25.03	\$30.98	\$34.85	\$38.52
<b>2</b>	\$22.45	\$25.94	\$32.11	\$36.11	\$39.91
<b>3</b>	\$23.21	\$26.86	\$33.23	\$37.37	\$41.31
<b>4</b>	\$23.72	\$27.77	\$34.37	\$38.64	\$42.70
<b>5</b>	\$24.00	\$28.39	\$35.13	\$39.50	\$43.67

**2025-26 Wage Schedule (2.99% Increased Costs)**

<b>Step</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
<b>0</b>	\$21.30	\$24.56	\$30.39	\$34.17	\$37.76
<b>1</b>	\$22.08	\$25.47	\$31.53	\$35.46	\$39.20
<b>2</b>	\$22.85	\$26.40	\$32.68	\$36.75	\$40.61
<b>3</b>	\$23.62	\$27.33	\$33.81	\$38.03	\$42.04
<b>4</b>	\$24.14	\$28.26	\$34.97	\$39.32	\$43.45
<b>5</b>	\$24.36	\$28.89	\$35.75	\$40.20	\$44.44

To advance a step, a newly hired or promoted member of the bargaining unit must have been employed in the position for six (6) months by July 1, otherwise, he or she shall remain at the same step until the following July. Thereafter, the employee shall advance one (1) step each July 1st and shall be paid the new rate effective the first payday in July.

NUTMEG - NEWTOWN TOWN HALL EMPLOYEES  
July 1, 2023 - June 30, 2026

IN WITNESS WHEREOF, the Town and the Union have caused their names to be signed  
on the date appearing immediately below their signatures.


TOWN OF NEWTOWN

  
First Selectman

Date: 11-22-2023

  
Witness

NUTMEG - NEWTOWN TOWN  
HALL EMPLOYEES

  
Staff Representative

Date: 11/16/23

Witness

  
Chapter President

  
Witness



## Memorandum of Agreement Regarding Wage Step Placement

**Whereas**, the Town of Newtown ("Town") and the Nutmeg Independent Labor Union - Newtown Town Hall Employees Union ("Union") (collectively the "Parties,"), are Parties to a collective bargaining agreement ("CBA") covering all full and part-time employees of the Town "in the following departments: Town Clerk, Tax Assessor, Tax Collector, Finance, Public Works, Park and Recreation, Land Use and Planning, Building, Animal Control, Fire Marshal, Social Services, Senior Services and IT (Information Technology), excepting from this list any employee previously represented under collective bargaining agreement or determined to be either a Department Head or a confidential employee. This determination was made at the time of the election and is on file with the Labor Relations Board of the State as per Case Number ME-34,733." The current 2019-23 CBA does not include a Wage Schedule. The Parties concur that it is in their collective best interests to agree on a process for the institution of a Wage Schedule into the new 2023-26 CBA negotiated and proceeding to ratification by the Parties at the time of this Memorandum of Agreement ("MOA"). To that end, the Parties hereby agree:

1. Unless otherwise expressly stated herein to the contrary, the initial Step Placement upon the new Wage Schedule for employees currently employed by the Town prior to this Agreement ("Current Employees") will be as listed in ATTACHMENT A, attached hereto and made a part hereof. After said initial Step Placement, subsequent step placement and step movement for both Current Employees and employees hired into the bargaining unit after the date of this Agreement ("New Employees") will be controlled by the terms of the new 2023-26 CBA and any successor CBAs.
2. The execution of this MOA shall not be construed as precedent or practice regarding any aspect of the bargaining relationship between the Town and the Union or regarding any aspect of the interpretation of the provisions of the CBA, except as this MOA expressly dictates.

This MOA constitutes the full agreement between the Parties regarding the issue of initial step placement of Current Employees and New Employees. This MOA shall have no precedential value and shall not be presented in any other matter or proceeding, in any forum, except to enforce its terms. Further, this MOA is not subject to modification except through a written agreement signed by the Parties.

Dated this \_\_\_\_ day of September 2023.

**Town of Newtown**

\_\_\_\_\_  
Daniel Rosenthal  
First Selectman

\_\_\_\_\_  
Date

**Nutmeg Independent Labor Union -  
Newtown Town Hall Employees Union**

\_\_\_\_\_  
Arlene Miles  
Union President

\_\_\_\_\_  
Date

11/14/23

