



**AGREEMENT
BETWEEN
TOWN OF MONROE
AND
MONROE CHAPTER 136-1,
LOCAL 136, I.F.P.T.E.**

July 1, 2021 – June 30, 2024

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1. PARTIES

- 1.1.** This Agreement is by and between Monroe Chapter 136-1, Local 136, International Federation of Professional & Technical Engineers, AFL-CIO & CLC, hereinafter referred to as the “Union”, and the Town of Monroe, the municipal employer, hereinafter referred to as the “Town”.

2. RECOGNITION

- 2.1.** The Town recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, wages, hours of work, and other conditions of employment, of all its clerical and technical personnel, Town Hall custodian, and Library Assistants, in accordance with the certifications of the Union by the Connecticut State Board of Labor Relations on April 28, 1971, (Case No. ME-2050), January 23, 1976 (Case No. ME-3204), and October 17, 1977 (Case No. ME-4125), excluding the Administrative Assistant to the First Selectman, temporary and part-time employees, supervisors, professional employees, police officers, and Public Works Department and Board of Education employees. For the purposes of this Agreement, part-time employees shall be defined as those working less than 25 hours per week, and temporary employees are those working no more than 16 weeks.

- 2.1.1.** In accordance with a Recognition Agreement executed by the parties on April 10, 1979 before the Connecticut State Board of Labor Relations, the bargaining unit was expanded to include the position of Animal Control Officer.

- 2.1.2.** Under the terms of a Recognition Agreement between the parties dated July 10, 1980, the positions of Zoning & Wetlands Enforcement Officer, Food Pantry Coordinator, Elderly Services Coordinator, Social Services Coordinator, and Building Office Assistant are included in the bargaining unit and the positions of Planning and Zoning Administrator and Sanitarian are excluded from the bargaining unit.

- 2.1.3.** The parties hereby recognize that the positions listed in Appendix A are included in the bargaining unit.

- 2.2.** Only the First Selectman, and the Union President have the authority to enter into a binding agreement unless such authority is clearly delegated by the First Selectman with written notice to the Union President or by the Union President with written notice to the First Selectman.

3. PURPOSE OF AGREEMENT

- 3.1.** The purpose of this Agreement is to establish and provide for harmonious collective bargaining relations between the Union and the Town; to provide for the equitable disposition of all grievances; and to establish rates of pay, wages, hours of work, job classifications, and other conditions of employment.

4. MANAGEMENT RIGHTS

4.1. Except as otherwise abridged, modified, or limited by an express provision of this Agreement, the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management and all of the rights, powers, and authority which the Town had prior to the effective date of this Agreement. Such rights include, but are not limited to, the right to determine staffing levels and composition; to appoint, promote, demote, lay off, transfer, assign and direct personnel; to determine job content and job classification; to establish new positions and/or changes in the content of existing positions; to suspend, discharge or otherwise discipline employees; to prescribe rules and regulations to maintain the discipline of employees and the efficiency of the department; to determine the extent to which work or employment shall be increased or reduced; to plan, direct and control departmental operations and hours; and to determine and/or change methods, processes, equipment and facilities. The Town shall have the right to set and change employee work schedules (notwithstanding any language in this Agreement to the contrary). Prior to making a work schedule change the Town shall negotiate with the Union and provide the Union with a copy of its proposed plan.

5. UNION SECURITY

5.1. Subject to applicable law, all employees of the Town covered by this Agreement who voluntarily become members of the Union on the effective date of this Agreement, or who voluntarily become members of the Union following the effective date of this Agreement shall pay periodic dues and initiation fees, uniformly required (upon receipt by the Town of authorization). Employees, subject to applicable law, if they choose not to become Union members, may on a voluntary basis choose to pay to the Union a service fee (upon receipt by the Town of authorization).

5.2. The Town agrees to deduct from the wages of all employees covered herein who voluntarily and individually authorize such deductions in writing from their wages such dues, service fees, and initiation fees as may be fixed by the Union and allowed by law. The Town will remit to the Union, amounts collected once each month, on the second payday of each month in which such deductions are made, together with a list of employees from whose wages these sums have been deducted. Such dues or service fees deductions shall continue for the duration of this Agreement.

5.3. In consideration of the Town entering into the provisions of this Article, the Union hereby agrees to hold the Town free from liability in connection with collection of dues, service fees and initiation fees, except for ordinary care and diligence in the transmittal of the monies to the Union.

5.4. The Town agrees to furnish each present member of the bargaining unit with a copy of the Collective Bargaining Agreement between the Town and the Union, and to furnish each new employee with a copy as they are hired. The Town agrees to provide the Union President with the name and terms of employment as stated in the offer letter of any new employee.

- 5.5. The Union is guaranteed the right to post routine official notices pertaining to Union business on a designated bulletin board in the Town Hall where members of the bargaining unit are situated. A copy of all notices posted by the Union shall be given promptly to the First Selectman's office.
- 5.6. The Town shall supply the Union at reasonable intervals, if the Union requests, with a list of all employees in the bargaining unit, showing their dates of hire, job classifications, and rates of pay. Within 30 days after a new employee has been placed on the payroll in a job covered by this Agreement, the Town shall inform the Union in writing of the name, date of hire, job classifications, and rate of pay of such employee.
- 5.7. Each employee shall have and shall be protected in the right to join and remain a member of the Union or not to join the union, free from interference, restraints, coercion and intimidation. The Town agrees not to discriminate against any Union officer, member or representative as a result of such officer, member or representative performing legitimate Union business. Any grievance brought under this Section shall not be arbitrable.
- 5.8. Neither the Town nor the Union, it is agreed, shall coerce, intimidate or discriminate against employees in violation of State or Federal law. Any grievance brought under this Section may be processed through the First Selectman's step of the grievance procedure and is not subject to arbitration.

6. GRIEVANCE PROCEDURE

- 6.1. For the purpose of this Agreement, a grievance is defined as any dispute arising out of the terms of this Agreement between the Town and the Union, or between the Town and any employee or group of employees concerning rates of pay, wages, hours of work, or other conditions of employment or concerning the interpretation, application or violation of any provision of this Agreement. No matter shall be subject to the grievance procedure unless taken up within ten (10) business days of its occurrence or unless taken up within ten (10) business days after the affected employee has first become aware of its occurrence.
- 6.2. The grievance procedure shall provide for the presentation of the grievance by the Union in writing to the First Selectman within the time limits specified in Section 6.1 above. Within ten (10) business days after receiving the written grievance, a meeting between the aggrieved employee, a member of the Union's Grievance Committee, the Staff Representative of the International Union, if he so wishes, and the First Selectman or, if designated, the Director of Human Resources, shall take place on the issue. Within ten (10) business days after this meeting, the First Selectman or, if designated, the Director of Human Resources, shall issue to the Union, in writing, his decision on the matter.
- 6.3. If the Union is not satisfied with the written reply of the First Selectman or, if designated, the Director of Human resources, it shall have the right within seven (7) business days after receipt of the reply to submit the issue or issues to the Connecticut State Board of Mediation and Arbitration for arbitration except in the case of an employee suspension without pay or an employee termination when the Union or Town shall have the right within seven (7) business days after receipt of the reply to submit the issue or issues to the American Arbitration Association ("AAA"). Grievance arbitration shall be conducted in accordance with the rules and regulations of the agency

where the grievance is filed. The parties agree to use Michael Ricci as neutral arbitrator in any grievance that is submitted to the American Arbitration Association. In the event Michael Ricci is unavailable the arbitrator shall be selected pursuant to the current AAA rules. The arbitrator will hear evidence and consider documentation in accordance with the authority granted him in this Agreement.

The decision of the arbitrator shall be final and binding upon the parties. The sole power of the arbitrator shall be to determine that the terms of this Agreement have been violated, misinterpreted, or misapplied, and the arbitrator shall have no power or authority to make any decision which alters or amends the terms of this Agreement or which is in violation of the terms of this Agreement. The arbitrator shall render his decision in writing with copies to all parties. All expenses, incident to the services of the arbitrator or to the arbitration shall be borne equally by the parties hereto. Each party shall be responsible for payment of their own representatives and witnesses.

7. HOURS OF WORK

7.1. The regular work week of employees shall be as follows:

7.1.1.

<u>Employee Group</u>	<u>Weekly Work Hours</u>	<u>Daily Elapsed Hours</u>
Animal Control Officer	40	See 7.1.2
Office Operations Coordinator (DPW)	40	8.5
Park Ranger	40	See 7.1.2
Police Dispatchers	40 (average)	8.5
Custodian	40	8.5
Library Employees	35	7.5
All others	35	7.5
Office Administrator (P & R)	35	7.5
Elderly Services Coordinator	25	5.0
Social Services Coordinator	29	5.8
Food Pantry Coordinator	25	5.0

7.1.2. Scheduling of work hours and lunch for the Animal Control Officer and Park Ranger will be the responsibility of the Chief of Police or his designee.

7.1.3. The Town shall have the right to schedule part-time employees to work Saturday and Sunday hours at the Library.

8. OVERTIME

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- 8.1. Hours worked in excess of regularly scheduled hours to forty (40) hours in a week shall be paid at the straight time rate. All hours worked in excess of forty (40) hours per week (or an average of 40 hours per week) shall be paid at the rate of time and one-half (1-1/2) the straight time rate. In lieu of overtime pay, an employee may request compensatory time off which, if granted, shall be given at the appropriate overtime rate. Compensatory time shall be taken within the pay period in which it is earned with the approval of the employee's supervisor, except that a seven (7) hour per day employee may accumulate up to an annual total of thirty-five (35) hours of compensatory time and dispatchers an eight (8) or eight and one-half (8-1/2) hour per day employee may accumulate up to an annual total of forty (40) hours of compensatory time. Accumulated compensatory time must be taken by the end of the fiscal year in which it was earned. Any balance remaining at the end of the fiscal year shall be paid by the Town.
 - 8.2. The breaking point for the determination of overtime pay shall be 15 minutes.
 - 8.3. Employees required to work on holidays shall be paid at one and one-half (1-1/2) times their regular hourly rate for all hours worked in addition to receiving holiday pay. Holiday pay shall be defined as a full day's pay at straight time.
 - 8.4. Employees required to return to work after they have left the Town Hall premises at the end of the working day or required to work on holidays or regularly scheduled days off, shall be paid a minimum of no less than three hours at the rate of one and one-half (1-1/2) times their regular hourly rate.
 - 8.5. All overtime shall be authorized by the appropriate Department Head or his/her designee. When a last-minute overtime need arises, the department head shall report the overtime to the Director of Human Resources in the following work day.
 - 8.6. Employees covered by this Agreement shall be given the first opportunity to work overtime within their department, provided they are capable of performing the work.
 - 8.6.1. In the event an employee performs overtime work outside of his regular position, the rate paid shall be based upon the rate of the work performed.

9. **SENIORITY**

- 9.1. Seniority shall be defined as the length of an employee's continuous service with Town, and may be lost or terminated under the following conditions:
 - 9.1.1. Resignation from employment;
 - 9.1.2. Discharge for just cause;
 - 9.1.3. After a layoff of more than twelve (12) months;
 - 9.1.4. Failure on the part of the laid-off employee to return to work within five (5) working days from the date of receiving notification to report back to work;
 - 9.1.5. Permanent disability;
 - 9.1.6. Absence for three (3) days without notification to the Town.

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- 9.2. All new employees shall be regarded as probationary for the first twelve (12) months of time actually worked in their employment. Work days not actually worked for any reason during the probationary period shall not be counted as employment for purposes of computing the probationary period. Upon completion of the probationary period, the employee's seniority shall date from the first day of his employment, less any lost time of five (5) consecutive work days or more. Such lost time shall be credited toward the probationary period.
 - 9.3. All bargaining unit job openings shall be posted for a period of seven (7) working days on a centrally-located bulletin board so that employees within the bargaining unit shall have an opportunity to apply for the job. All applications shall be in writing directed to the Director of Human Resources. A copy of any bargaining unit job posting shall be provided to the Union in a timely manner. The Town will notify the Union in writing of the individual selected for the opening in a timely manner.
 - 9.4. The most qualified employee applicant shall be given the first opportunity to fill bargaining unit positions. Qualifications considered are those relevant to the position. When two or more employee applicants are deemed equally qualified, the most senior employee shall be appointed to the position.
 - 9.5. The employee shall be given a trial period of six (6) months to demonstrate his capacity to fill the position. If the employee is incapable of handling the position by the end of the six (6) month period, he/she shall be returned to their original position. During the trial period, the employee may not apply for another vacant bargaining unit position. If the employee is retained beyond the trial period, the employee may not apply for another vacant bargaining position for a period of one year from the employee's date of appointment. The foregoing limitation shall not apply to promotional opportunities within the same department.
 - 9.6. If the successful bidder for the job is not progressing satisfactorily, the Union and the employee involved shall be so informed in writing.
 - 9.7. Secondary job openings resulting from the promotion of an employee and the creation thereby of a vacant job shall be posted in the same manner as specified in Section 9.3 above.
 - 9.8. Nothing in this Agreement shall prevent the Town from hiring outside the bargaining unit provided the applicants from the bargaining unit are not qualified on the basis of their ability, skills, education, conduct and/or previous record of employment with the Town.
 - 9.9. In the event that a new job classification is created which is determined by the First Selectman to fall within the bargaining unit, it shall be posted in the same manner as specified in Section 9.3 above.
 - 9.10. Reduction in Force. In the event of a reduction in force, or the elimination of a bargaining unit position which requires a layoff, the order of layoff shall be as follows 1) temporary employees in the positions affected 2) probationary employees in the positions affected then 3) part time employees in the positions affected then 4) full time employees in the positions affected. Employees to be laid off shall receive at least four weeks notice. The Union shall be notified in writing of any reductions in force when the decision is reached to implement the reduction in force.

9.11.

9.11.1. A laid-off employee may bump the lowest seniority employee within the same department in the same or lower wage group, provided the laid-off employee has greater seniority and is qualified to perform the work. If there is no bumping opportunity within the department, the laid-off employee may bump the least senior employee in a lower wage group in the bargaining unit, provided the laid-off employee has greater seniority and is qualified to perform the work. Any employee exercising bumping rights shall serve a sixty (60) day probationary period in the new position to determine his ability to successfully perform the duties of the new position. If the employee is unable to perform the work satisfactorily, the employee shall be laid off and the recall procedures followed to fill the position. If an opening occurs within the employee's original recall period in the position he formerly held, he shall have a right to fill the position.

9.11.2. Laid-off employees shall have recall rights for one year or for the length of seniority, whichever is less. Seniority shall continue to accrue during the period in which an employee has a right to recall. During the recall period, laid-off employees shall be recalled in order of seniority to any open position of the same or lesser pay grade in the bargaining unit, provided he is qualified to perform the work. If an employee is recalled to any position other than the position from which the employee was originally laid off, the employee shall serve a sixty (60) day probationary period. If the employee is unable to perform satisfactorily, he shall be returned to layoff status for the remainder of the original recall period. If a laid-off employee fails to respond to notice of recall within five (5) days of receipt of such notice, or if a laid-off employee refuses recall to the job from which he was laid off, he shall lose his recall rights.

If there is no opening in the position from which he was laid off and he refuses any other position in the same or lesser pay grade, he shall not lose recall rights. If he accepts a position that carries the same or lesser grade, and an opening occurs within his original recall period in the position he formerly held, he shall have a right to fill the position he formerly held.

9.11.3. The term "qualified" as used in Section 9.11 and its subsections shall include having the certification or training required for the job.

9.12. Employees shall be given at least four weeks notice that they are to be laid off.

9.13. No employee shall be transferred outside the bargaining unit except with the employee's consent.

9.14. A member of the bargaining unit who is transferred outside the bargaining unit for not more than 15 months, shall, upon transfer back into the bargaining unit, be credited with the seniority he held at the time he transferred out of the bargaining unit plus any time spent outside the unit up to 15 months.

9.15. The seniority of an employee who is being transferred into the bargaining unit for the first time and who has never previously been a member of the bargaining unit shall commence with the date of transfer. The continuous full time service the employee has accrued elsewhere in Town employment

shall continue in force to the extent that it shall entitle him to all fringe benefits granted as a result of seniority through continuous service.

9.15.1. Any credit given shall apply only to vacation and longevity entitlement and seniority date and shall not apply to pension entitlement.

9.16. Disciplinary Action. All disciplinary action, suspensions, and discharges of non-probationary employees shall be for just cause. Both the employee and the Union shall be informed verbally of such disciplinary action, suspensions and discharges within 24 hours after they are made. All such disciplinary action, suspensions and discharges, and the reasons for them, if requested shall be stated in writing and a copy of this shall be forwarded to the employee and the Union President no later than two (2) working days after such disciplinary action, suspension, or discharge.

9.17. Should there be any dispute between the Town and the Union concerning the existence of just cause for such disciplinary action, suspensions and discharges of non- probationary employees, such disciplinary action, suspensions and discharges shall be adjusted as grievances in accordance with the terms of this Agreement if a written complaint is filed with the First Selectman within seven (7) calendar days. Otherwise, such disciplinary action, suspension and discharge shall be considered unchallenged and final.

9.18. As used herein, the term “non-probationary employees” means all employees who have completed their probationary period as newly hired employees.

9.19. Each employee shall have the right to examine his/her personnel file at reasonable times and on reasonable notice. The Town agrees that it will notify an employee if anything detrimental is placed in the employee’s personnel file.

9.20. In the event any scheduled or unscheduled meeting that may lead to disciplinary action is held between an employee and a supervisor or the First Selectman, said employee has a right to have a Union Representative present at such a meeting. Before terminating a bargaining unit employee, the Town will give the employee involved an opportunity to offer an explanation of the circumstances surrounding the proposed disciplinary action.

10. LEAVES OF ABSENCE

10.1. An employee may be granted a leave of absence without pay by the First Selectman for a period not in excess of six months. A denial of this leave of absence request shall not be a grievable matter since the decision to grant or deny said request rests solely in the discretion of the First Selectman. The employee’s reinstatement shall be contingent only on his/her ability to perform the work required of him/her. Unless otherwise required by law, continuation of benefits during any period of leave without pay shall be at the employee’s expense.

10.2. During authorized leaves of absence without pay, seniority shall continue to accrue for up to 6 months.

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- 10.3.** Employees who become pregnant shall be granted a Leave of Absence based on written substantiated medical evidence for the period of the employee's disability. Upon return from such a leave of absence, the employee shall be returned to her former position or an equivalent one in accordance with the seniority provisions of this Agreement. The Town will grant family and medical leave in accordance with federal family and medical leave (FMLA) laws and regulations.
- 10.4.** Employees who promptly notify the First Selectman of impending jury duty and are subsequently called for jury duty shall be granted a leave for such days as required, and shall be paid the difference between their regular pay and the amount received for jury duty, provided they supply documentation from the court that confirms their jury duty service and any payment received to the Human Resources Department.
- 10.5.** The Town will grant military leave in accordance with applicable law.
- 10.6.** Employees, under subpoena, who are required to appear in court proceedings as a result of the work they perform for the Town, shall be granted leaves of absence with pay.
- 10.7.** If the Town is officially declared closed due to adverse weather or other emergencies, employee absences shall not be charged against the employee's leave time. If the Town Hall is not officially closed, and an employee cannot report for work or must leave early, time absent from work shall be charged to vacation or leave without pay, at the employee's option.
- 10.8.** Employees required by the Town/State to attend classes needed to perform their present position's duties, and who are trained or re-trained in accordance with Section 17.3 shall suffer no loss of earnings or benefits during such training.

11. UNION BUSINESS

- 11.1.** Employees engaged in contract negotiations with the Town or in processing grievances with the Town under the terms of this Agreement shall be paid by the Town for all hours lost from their regular work schedules. Not more than three (3) bargaining unit employees shall be required to absent themselves for their regular work assignments for these purposes. It is agreed by the parties that all such meetings will be scheduled on a mutually agreeable basis. It is further understood that such meetings may be held either during or after working hours.
- 11.2.** Officers designated by the Union may, with the permission of the First Selectman, be granted leave from duty without pay for Union business, such as attending educational conferences.

12. VACATIONS

- 12.1.** Vacation must be taken in no less than two (2) hour increments. The Town shall have the right to limit the number of employees within a department on vacation at any one time.
- 12.2.** Vacation requests must be submitted in accordance with current policy. Vacation requests are subject to approval of the department head or designee based upon the needs of the department and the availability of replacements if such replacements are required.

Requests for vacation in excess of two weeks are subject to approval of the First Selectman. Management’s determination will be provided to the employee as soon as possible and no later than one week after receipt of the vacation request. Where two or more employees within the same department request vacation for the same time, seniority shall prevail. For employees in the police department, vacation will be scheduled using the departmental vacation scheduling procedures.

12.3. Vacation time with pay shall be granted according to the following schedule:

<u>Continuous Service as of Anniversary Date</u>	<u>Paid Earned Vacation</u>
6 months, but less than 1 year	6 days
1 year, but less than 5 years	12 days
5 years, but less than 15 years	18 days
15 years or more	24 days

12.4. The vacation year is January 1 through December 31. The amount of paid vacation time due an employee shall be credited in advance on January 1st each year and shall be based on the amount of continuous service an employee will achieve on the anniversary date of his date of hire in the vacation year.

12.5. New employees hired shall be granted vacation days in accordance with the schedule above based on their date of hire but shall not be entitled to take vacation leave until completion of six (6) months of continuous service.

12.6. A maximum of ten (10) days of vacation leave may be carried over. Payments in lieu of vacation will not be permitted.

12.7. An employee who becomes ill during the course of his vacation leave shall be given an opportunity to change his vacation to sick leave, if he so desires, with the condition he file with the Human Resources Director a physician’s certificate confirming the illness.

12.8. At the time of an employee’s termination or death, vacation time credited as of the preceding January 1 shall be prorated for actual months worked by the employee, using the following schedule:

<u>Amount of Vacation Credited</u>	<u>Monthly Proration</u>
6 days	½ Day Per Month
12 days	1 Day Per Month
18 days	1½ Days Per Month
24 days	2 Days Per Month

Vacation taken shall be subtracted from the prorated amount. Any remaining balance shall be paid to the employee or, in the case of death, to the employee's beneficiary. If the employee has taken more vacation than the prorated amount, the employee shall reimburse the Town for the difference between vacation taken and the prorated amount. Said reimbursement shall be by payroll deduction if funds are available or shall be paid directly by the employee.

12.9. Each employee shall receive two (2) personal days annually without loss of pay.

13. HOLIDAYS

13.1. Each employee shall receive the following paid holidays in each fiscal year:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day after Christmas
Labor Day	

13.2. If one of these paid holidays occurs during the vacation leave of an employee, the employee shall be given a day off in lieu of the holiday to be taken at a date to be agreed on by employee and the First Selectman or designee.

13.3. When one of these paid holidays herein provided for falls on a Sunday, the following Monday shall be observed as the holiday. Likewise, if any of these holidays falls on a Saturday, the preceding Friday shall be observed as the holiday. Notwithstanding the aforementioned sentence in the event Christmas Day falls on a Sunday or Monday, the Town shall have the right to designate the paid days off for Christmas Day and the Day after Christmas as Friday and Monday. (Notification to the bargaining unit employees shall be made in writing by the Human Resources Director no later than September 1st on the year in question).

14. BENEFITS

14.1. Health Insurance.

14.1.1. Medical Insurance.

The Union recognizes that the Town has the right to change insurance carriers and/or plans provided that the insured benefits are substantially similar to the benefits provided by the former carrier and/or plan. "Substantially similar" means that, if the change in carrier and/or

plan results in any modification to the benefit, the disruptive analysis doesn't exceed 9.5% of the total amount of doctors when leaving the previous provider to the new provider.

The terms of the new plan need not conform exactly to the former plan as long as the test of substantially similar is met.

Sixty (60) days prior to the implementation of any change in carrier and/or plan, the Town shall submit to the Union the new coverage so that the Town and the Union can ascertain that the test of substantially similar is met.

If there is disagreement over whether the test of substantially similar is met, either of the parties may submit the matter to the single arbitrator process of the American Arbitration Association. The arbitrator's decision shall be final and binding. Cost of arbitration shall be born equally by both parties.

Employees shall be eligible for coverage and able to enroll in the Town's High Deductible Health Plan offered during open enrollment, medical and prescription drug claims will accumulate towards the deductible. Once the entire deductible has been satisfied, all medical expenses covered by the plan will be covered at 100%. Prescription drugs will be subject to the following co-pays:

	<u>Retail</u>	<u>Mail Order</u>
Tier 1	\$10.00	\$10.00
Tier 2	\$25.00	\$50.00
Tier 3	\$40.00	\$80.00

Preventative services covered at 100%. The Town shall pay its portion of the HSA or HSA deductible (75%) in two installments - on the first payroll date in November and the first payroll date in May.

The Town shall pay a portion of the Connecticut 2.0 health insurance premium for employee and eligible dependent coverage, and the employee shall pay the remainder by payroll deduction as follows:

<u>Effective Date</u>	<u>Town %</u>	<u>Employee %</u>
12/31/2016	84.00%	16.00%
03/15/2019	83.25%	16.75%
06/30/2020	82.50%	17.50%
07/01/2022	82.00%	18.00%
07/01/2023	81.50%	18.50%

Notwithstanding the aforementioned language, effective November 1, 2016 the Town shall provide medical benefits to employees in accordance with the State of Connecticut' 2.0 Partnership Plan ("Partnership Plan"). The Union covenants and agrees that the Town has the sole discretion to end its contract with the State of Connecticut regarding the Partnership Plan. Any bargaining unit employee who is penalized by the State of Connecticut for failure to comply with the wellness requirements of the Partnership Plan shall have all such penalties deducted from their payroll to reimburse the Town. All appropriate payroll deduction paperwork shall be signed by each bargaining unit employee prior to the Town's execution of its contract with the State of Connecticut regarding the Partnership Plan. The Town and Union hereby covenant and agree that in the event the Town withdraws from the Partnership 2.0 Plan, the Town shall offer a medical plan that is substantially comparable to the medical plan which existed for employees in September of 2016, which is set forth above.

Notwithstanding any of the clauses and language of this Agreement, if the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, any other local, state or federal statute or regulation, the Town shall have the right to offer a group health plan or plans with a total combined cost that falls below the excise tax thresholds/or has less of a tax impact.

14.1.2. Dental Insurance.

The Town shall make available to each employee a Dental Plan with a Fifty Dollar (\$50.00) annual deductible per individual and a One Hundred Fifty Dollar (\$150.00) annual deductible per family and the following co-insurance schedule:

- Preventive - 100% of reasonable and customary charges.
- Basic – 80% of reasonable and customary charges.
- Major – 50% of reasonable and customary charges.
- Individual Calendar Year Maximum Amount - \$ 1,500.00.

Each employee who elects to enroll eligible dependents shall pay, by payroll deduction, the difference between the monthly premium for dependent coverage elected and the monthly premium for individual coverage under the dental plan.

- 14.1.3. Employees shall be given an option one time each year at the time of open enrollment to decline the medical coverage described in Section 14.1 of this Article. Employees who elect such options 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. One payment shall be made to the employee who makes said election on June 30 of the year after said election is made. Employees shall be given an option one time each year to decline the medical coverage described in Section 14.1 of this Article on the date of open enrollment. One payment shall be made to the employee who makes said election on June 30 of the year after said election is made. In the event an

employee who has received said payments in lieu of medical coverage severs employment with the Town for any reason or a qualifying event occurs, the payments shall be prorated on a monthly basis and the Town shall deduct its share from any monies owed to the employee.

In the event that five (5) or more employees as of July 1 annually waive health benefit coverage then the payment in lieu of health benefits shall be in the amount of \$4,500 per year (made on June 30th at the end of the applicable fiscal year). The Town shall provide notice to the Union of the current number of personnel opting out of health benefit coverage. In the event that less than five (5) employees waive health benefits, then the payment shall be in the amount of \$4,000 per year (made on June 30th at the end of the applicable fiscal year). In addition, current Town employees will not be permitted to receive the buyout in the event that they are opting out of the Town's plan but are inevitably covered by another employee, i.e., their spouse, in a Town plan of any kind, including the Board of Education.

14.1.4. Retirees shall be given the opportunity to continue to participate in the medical insurance described in Section 14.1.1 of this Article at the Town group rate to age 65 and such premiums shall be paid by the retiree in advance on a monthly basis. This option shall be offered to the retiree one time only and must be elected as of the date of retirement. If the retiree fails to pay the monthly premium as required by the Town, the insurance shall be cancelled and shall not be renewable. If the Town does not allow retirees to participate at the Town group rates, the Town shall not be required to provide any insurance coverage to the retiree.

14.1.5. I.R.C. Section 125 Plan.

The Town shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. 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 agents other than in furtherance of the IRC Section 125 Plan.

14.1.6. Newly hired employees are eligible for health insurance as of the first of the month following thirty (30) days after their date of hire.

14.1.7. Retiree Medical Insurance Supplement Fund.

A Fund shall be established to assist retirees who retire on or after July 1, 2003 with the cost of medical insurance and/or Medicare supplement insurance.

14.1.7.1. Eligibility. To be eligible for a benefit from the Fund, an employee, as of the employee's retirement date, must be at least age 62 with at least 20 years of continuous employment service with the Town. Benefit eligibility ceases upon the retired employee's death. Employees hired after the execution of this Agreement (covering the period of 7.1.21 through 6.30.24) shall not be permitted to participate in the Retiree Medical Insurance Supplement Fund and are not eligible for the benefits contained in this section 14.1.7.

14.1.7.2. Benefit. Each eligible retired employee shall receive \$200 per month from the Fund.

14.1.7.3. Funding. Each employee shall contribute one percent (1%) of base annual earning payroll deduction to the Fund. The Town shall continue the remainder as determined by periodic actuarial reports.

14.1.7.4. Administration Expense. The cost and expense of administering the Fund shall be borne by the Fund.

14.1.7.5. Return of Supplemental Pension Benefit. Participants who terminate their employment without qualifying for the retiree supplemental pension benefit or who forfeit said benefit shall receive a return of their contributions to said benefit plus interest at the rate of three percent (3%) per year compounded annually. Effective July 1, 2022, the above discussed interest rate shall become one percent (1%) per year compounded annually.

14.1.8. The Town reserves the right to change or provide alternate insurance carriers as it deems appropriate for any form or portion of insurance coverage referred to in this Article provided that the new coverage is equivalent to the applicable insurance set forth in this Article.

14.2. The Town also agrees to continue in full force the pension plan currently in effect at the time of the signing of this Agreement and as amended effective January 1, 1985 and as further amended effective January 1, 1998, July 1, 2000 and July 1, 2006 See Memorandum of Agreement dated 7/1/06.

Notwithstanding the language contained in this Article each employee hired after the execution of this Agreement (excluding the individual employee recently hired as a health department administrative assistant and the employee to be hired prior to the end of calendar year 2015 as a library office assistant) shall not be entitled to participate in the Town's defined benefit plan, but shall be permitted to participate in the Town's 401(a) plan. The 401(a) plan shall contain the following general features:

14.2.1. Three percent (3%) pre-tax contribution with a matching three (3%) percent contribution by the Town;

14.2.2. One-hundred percent (100%) vesting of Town contribution after three (3) vesting years;

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- 14.2.3. Annuity distributions only; prohibition on lump sum distributions except for under \$5,000 mandatory cash-outs;
 - 14.2.4. Prohibition on distributions before normal retirement age (age 65), except for under \$5,000 mandatory cash-outs;
 - 14.2.5. Prohibition on in-service withdrawals;
 - 14.2.6. Prohibition on rollover contributions to the Plan;
 - 14.2.7. Prohibition on participant investment direction; and
 - 14.2.8. Prohibition on loans from participant accounts.
 - 14.2.9. Current Health Dept Administrative Assistant and Library replacement shall be grandfathered into the current Defined Benefit Pension Plan. This grandfathering provision shall not apply to the replacement employees for these positions.
- 14.3.** Each employee shall earn paid sick leave at the rate of one and one quarter (1.25) days for each month worked cumulative to sixty (60) days. Unused sick leave is not paid out to employees upon separation or termination of employment with the Town.
- 14.4.** An employee who is rendered totally disabled by the carrier, including disability due to pregnancy, and is thereby unable to perform another job to which he or she may be suited by reason of training or education, shall be entitled to receive a disability payment in the amount of sixty-six and two-thirds percent (66-2/3%) of the employee's salary at the time of disability to a monthly maximum of Five Thousand Dollars (\$5,000.00), commencing with the sixtieth consecutive day of such disability and continuing until retirement or age 65. This disability payment shall be offset by social security or any other government payment or other plan to which the Town contributes. The terms of this disability Section shall be governed by the provisions of the Contract between the Town and the carrier, a copy of which has been provided to the Union. Newly hired employees are eligible for the foregoing disability as of the first of the month following thirty (30) days of employment.
- 14.5.** Job Related Disability Benefits. Employees who are absent from work as a result of a job-related injury or illness and who are eligible for and receiving payments for total disability under the Worker's Compensation Act shall receive payments for the difference between the Worker's Compensation benefit and their net straight time pay for a period not to exceed twelve (12) weeks.
- 14.6.** Termination of Employment Due to Inability to Work.
- 14.6.1. The procedures of this Section shall be implemented when an employee who has been absent (both job-related and non-job-related) cannot return to work but no sooner than twenty-six (26) weeks from the date of disability.
 - 14.6.2. Upon notification from the Town to the employee pursuant to 14.6.1 above, the employee must within sixty (60) days 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. The Town shall have the right to send said employee to a physician of its choosing if it so desires. In the event the Town elects to send said employee to a physician of its choosing then the Town shall pay any out of pocket expenses incurred by said employee for this physician appointment. Date of disability shall be the first day the employee was unable to report to work due to disabling illness or injury. Successive periods of disability separated by less than three (3) calendar

months are considered as the same disability when the illness or injury rendering the employee disabled remains the same. A return to work light duty on either a full-time or part-time basis shall not alter the original date of disability. If an 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, the Town may terminate the employee. In such case, any disability benefits for which the employee may be eligible under Section 14.4 shall continue unaffected.

14.6.3. 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 the third physician from a list of three physicians (with the appropriate medical specialty) selected by the Town's insurance provider. In this conflict of opinion situation the third medical opinion shall prevail.

14.6.4. In the event the employee does not report for the required medical evaluations, the employee may be terminated, and such termination shall be deemed to be for just cause.

14.6.5. In the event the employee returns to work within one year, the employee shall suffer no loss in continuous service or seniority rights.

14.7. The Town shall provide each employee with a term life insurance policy plus accidental death and dismemberment in the amount of Twenty Five Thousand Dollars (\$25,000). Life insurance amounts reduce to half when the employee reaches age seventy (70). Life insurance coverage commences for newly hired employees as of the first of the month following thirty (30) days after their date of hire. Upon termination of employment with the Town, the employee may, at their sole cost, convert the policy to an individual policy of life insurance without furnishing evidence of insurability provided the conversion application and the first premium is made within thirty (30) days after termination of employment.

14.8. Each employee shall be granted five (5) days' bereavement leave with pay in the event of a death of a spouse, child, father, mother, sister, brother, mother-in-law, father-in-law, or any other relative who is domiciled within the employee's household; three (3) days' bereavement leave with pay to attend the funeral of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. Employees requesting bereavement leave may be required to provide documentation.

14.9. An employee who establishes a perfect attendance record in the previous fiscal year shall be entitled to three (3) days off with pay during the following fiscal year which days shall not be charged against the employee for purposes of establishing the perfect attendance records. At the employee's option, an employee who has earned these three days off with pay may receive a cash payment in lieu of taking some or all the days off. "Perfect attendance record" means the employee is not absent from work on a regularly scheduled work day for a twelve month period from July 1st through June 30th. Paid holidays, vacation days, funeral days, jury duty leave and compensatory time in lieu of overtime are not charged against an employee's perfect attendance record. All other time away from work, including but not limited to absences without pay, tardiness, leaving work

early, disciplinary suspensions, personal time, sick time and injury leave, is charged against a perfect attendance record.

- 14.10.** Employees scheduled to work less than thirty (30) hours per week shall be entitled to term life insurance in accordance with Section 14.7, bereavement leave with pay in accordance with Section 14.8, jury duty in accordance with Section 10.4, and time off for perfect attendance in accordance with Section 14.9 but no medical and/or pension benefits set forth in this Article 14.

15. WAGES

- 15.1.** All jobs within the bargaining unit have been assigned a job class in accordance with the designations found in Appendix A. The designations so assigned shall remain for the duration of this Agreement. If and when, during the course of this Agreement, the Town creates a new job in either existing classifications or new classifications which are to be included in the bargaining unit, then the Town shall designate a temporary job class for the new job which shall then be reviewed by the parties prior to the parties mutually agreeing upon a permanent job class.

- 15.2.** For the duration of this Agreement, salary rates shall be as follows:

15.2.1. Effective and retroactive to July 1, 2021, the pay rates for each job class shall be as listed in Appendix C which shall be developed by increasing the rates in effect on June 30, 2021 by 2.00%.

15.2.2. Effective July 1, 2022, the pay rates for each job class shall be as listed in Appendix C which shall be developed by increasing the rates in effect on June 30, 2022 by 2.25%.

15.2.3. Effective July 1, 2023, the pay rates for each job class shall be as listed in Appendix C which shall be developed by increasing the rates in effect on June 30, 2023 by 2.25%.

- 15.3.** For the duration of this Agreement, subject to the provisions of Section 15.5 below, employees shall be placed and advanced on the salary schedules contained in Appendix C in accordance with the following timetable:

15.3.1. Employees hired in job classifications 1 through 8 shall be placed at Step A of the applicable job class and salary schedule.

15.3.2. Employees hired in job classifications 9 through 12 shall be placed, at the sole discretion of the Town, on Step A or Step B or Step C or Maximum of the applicable job class and salary schedule.

15.3.3. Employees hired at Step A shall advance from Step A to Step B after completion of six (6) months continuous employment, from Step B to Step C after completion of eighteen (18) months of continuous employment, and from Step C to Maximum Rate after completion of thirty (30) months of continuous employment.

15.3.4. Employees hired at Step B shall advance from Step B to Step C after completion of six (6) months of continuous employment and from Step C to Maximum Rate after completion of eighteen (18) months of continuous employment.

15.3.5. Employees hired at Step C shall advance from Step C to Maximum Rate after completion of six (6) months of continuous employment.

15.4. An employee promoted to a higher job class shall receive a salary increase to the pay rate of the Step of the new job class which is next higher than the salary received in the former job class. Thereafter, he shall advance to Maximum Rate in accordance with the timetable set forth in Section 15.3.3, 15.3.4, or 15.3.5, whichever is applicable.

15.5. Step increases shall be payable provided the employee has received a satisfactory performance rating in his work from his department head and the First Selectman. Department heads and the First Selectman will complete such appraisals prior to the employee's date of eligibility for a step increase.

15.6. For the purposes of this Section, the number of years of continuous employment shall be calculated as of December 31st of each year of employment and the longevity pay shall be payable on or before the preceding December 15th.

Effective July 1, 1989, employees who have completed five (5) years of continuous employment shall receive longevity pay of one hundred dollars (\$100) annually and employees who have completed ten (10) years of continuous employment shall receive longevity pay of two hundred twenty-five dollars (\$225) annually and employees who have completed fifteen (15) years of continuous employment shall be paid three hundred fifty dollars (\$350) annually and employees who have completed twenty (20) years of continuous employment shall be paid four hundred fifty dollars (\$450) annually.

Notwithstanding the foregoing longevity pay schedules, employees hired before July 1, 1965 shall receive five hundred dollars (\$500) annually upon completion of twenty (20) years of continuous employment.

16. SAVING CLAUSE

16.1. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall invalidate the remaining portion hereof. Upon such invalidation, the parties agree to negotiate immediately a substitute for the invalidated portion or portions hereof.

17. MISCELLANEOUS

17.1. With the exception of the Town Hall custodian, employees of the bargaining unit shall not be required to undertake any duties of a janitorial nature. Dispatch employees shall assist in training of newly hired dispatchers.

17.2. The Town agrees that it will not permit any work normally performed by members of the bargaining unit to be contracted out if the contracting of such work jeopardizes, eliminates or reduces the normal work load of the bargaining unit. For custodians, the terms "any work normally performed"

and “normal work load” shall mean custodial work on Monday through Friday at the Town Hall building and grounds only and any associated overtime in accordance with practices existing as of June 30, 2003.

- 17.3.** In the event that the Town introduces new equipment, methods or processes as a substitute for, or replacement of, present equipment, methods or processes, the employee displaced by such new equipment, methods or processes shall be given a reasonable time for training in the use of such equipment, methods or processes, providing the employee has the requisites for such training.
- 17.4.** The Town agrees to make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of the employees.
- 17.5.** The Town agrees that upon the signing of this Agreement full-time, regular Dispatchers shall not be responsible for contacting and engaging the services of replacements for themselves in the event they, the full-time, regular Dispatchers, are unable to come to work, or in the event they have to leave work in the course of the working day.
- 17.6.** The following Memos of Agreement between the Union and the Town are recognized by the parties as part of this Agreement:
- 17.6.1. Overtime Provisions Relative to the Zoning Enforcement Officer;
 - 17.6.2. Memorandum Relative to Pension Amendments effective July 1, 2006;
 - 17.6.3. Memorandum Relative to Scheduling dated November 10, 2014;
 - 17.6.4. Memorandum Relative to the order in list dated December 18, 2013.
- 17.7.** All references to gender in this Agreement shall be interchangeable where the context so requires.
- 17.8.** The Town will provide a full uniform as required for the Animal Control Officer and Park Ranger, and shirts and slacks for police dispatchers, at no cost to the employees. Uniforms shall be worn by employees whenever on duty.
- 17.9.** The Town will pay up to maximum of One Hundred Dollars towards the cost of uniform dry cleaning service of the Animal Control Officer and Park Ranger during any one fiscal year with any cost in excess of the Town’s contribution to be paid by the employees.
- 17.10.** The Police Chief will provide a gun and ammunition as needed by the Animal Control Officer and Park Ranger at not cost to the employees.
- 17.11.** When required to attend court proceedings in connection with Town business, the Animal Control Officer and Park Ranger shall be paid the difference between time and a half and any fees received from the Court of all such time in court that does not coincide with regular work hours.
- 17.12.** The Town will provide a raincoat for each custodian at no cost to the employee. Effective July 1, 2016 the Town shall pay to each Custodian and Building Maintainer once each year up to Two Hundred Dollars (\$200) for pre-approved (by the Department Head) safety work shoes upon presentation by the employee of a receipt from the place of purchase indicating the date and place

of purchase. The aforementioned payment shall be made within thirty (30) days from the presentation by the employee of the receipt. Said receipts must be presented to the Public Works Director or his/her designee prior to June 30th of each year of the contract for reimbursement for such year. Effective July 1, 2022 this amount shall increase to Two Hundred Twenty-Five Dollars (\$225).

Effective July 1, 2016 the Town shall provide each Custodian and Building Maintainer with an account in the amount of Two Hundred Dollars (\$200) a year for work clothing. Each Custodian and Building Maintainer must submit receipts indicating the date and place of purchase to the Town for reimbursement within thirty (30) days of purchase. The aforementioned payment shall be made within thirty (30) days from the presentation by the employee of the receipt. The Town retains the right to provide uniforms in lieu of work clothing allowance. Effective July 1, 2022 this amount shall increase to Two Hundred Twenty-Five Dollars (\$225).

17.13. The Town shall provide for the Building Maintainer the tools necessary for that person's job performance. These tools shall be kept in a lock box on the Town's property and shall be owned solely by the Town of Monroe.

17.14. Effective July 1, 2016 the Town shall provide employees reimbursement for books and tuition paid by employee enrolled in educational courses that are job related and pre- approved in writing by the First Selectman. The employee shall provide all receipts related to purchase of books related to said courses. The maximum reimbursement shall be \$1,000.00 per employee up to a maximum of \$5,000.00 for the entire bargaining unit per fiscal year.

Tuition assistance is subject to the following limitations:

- 17.14.1. Courses must be sponsored by an accredited educational institution and/or recognized training program;
- 17.14.2. Courses must be completed with a grade of 'C' or better;
- 17.14.3. The employee must obtain the approval from the First Selectman or his/her designee before enrolling in the course;
- 17.14.4. Upon completion of the course, the employee must forward a transcript of grades and receipts for reimbursement to the First Selectman or his/her designee.

17.15. 25 hour a week employees shall receive snow day pay in the event Town Hall is closed due to inclement weather.

17.16. Preservation of Rights. The Town retains all rights it had prior to the signing of this Agreement except as such rights have been specifically relinquished or abridged in the Agreement.

The signing of the Agreement shall not abrogate any employee's rights or privileges to which he or she is entitled by ordinance, charter, Board rulings or known and accepted historical practices which have occurred within twenty-four (24) months of the incident complained of unless such right or privilege is specifically covered by one or more terms of this Agreement.

The failure of the Town to enforce or insist upon compliance with a provision of this Agreement shall not be construed to have waived any of the Town's rights under the Agreement nor to have created an historical practice.

17.17.

- 17.17.1. It is agreed that effective and retroactive to July 1, 2019 dispatchers who have worked for the Town for three (3) years of uninterrupted service shall receive a durational/performance stipend of \$3,000 (less applicable deductions) to be paid in the payroll period following said dispatchers three (3) year anniversary date of uninterrupted service and each year thereafter on said date until said dispatcher reaches eight (8) years of employment with the Town as a dispatcher, subject to the terms of this section;
- 17.17.2. It is agreed that effective and retroactive to July 1, 2019 dispatchers who have worked for the Town for eight (8) years of uninterrupted service shall receive a durational/performance stipend of \$5,000 (less applicable deductions) to be paid in the payroll period following said dispatchers eight (8) year anniversary date of uninterrupted service and each year thereafter on said date as long as such dispatcher continues employment with the Town as a dispatcher, subject to the terms of this section;
- 17.17.3. The durational/performance stipends delineated in paragraphs are not base pay adjustments, but do constitute pensionable earnings under the Town's pension plan;
- 17.17.4. The Town shall have the right to hire dispatchers at any rate it deems appropriate on the current contractual step schedule. The Town shall provide the Union steward with reason(s) for its decision which (along with the action shall not be grievable). In addition, the Town shall not hire employees at a rate below any listed on the contractual step schedule;
- 17.17.5. Once employees are hired under the terms set forth in section 17.17.4 above, they shall move on the step schedule as determined by the Town in its sole discretion. The Town shall provide the Union steward with reason(s) for its decision made under this paragraph which (along with the action shall not be grievable);
- 17.17.6. Any payments by the Town under this section shall not be made to the applicable dispatcher if he/she has received a written warning or been suspended without pay during the twelve (12) month period of time preceding a payment under this Agreement.
- 17.17.7. The Town and the Union covenant and agree that this section is the result of an attempt to alleviate an employee turnover/departure problem amongst Town dispatchers;

18. DISPATCHERS

- 18.1. The police dispatcher work schedule shall be five (5) consecutive days on followed by two (2) consecutive days off and five (5) consecutive days on followed by three (3) consecutive days off, (5-2, 5-3). This cycle shall repeat itself throughout the work year. The establishment of shift hours is as follows:

A- Shift (night shift)	23:45- 08:15
B- Shift (day shift)	07:45- 16:15
C- Shift (evening shift)	15:45- 00:15
B-C- Shift (day/evening split shift)	At Management's discretion

Work shifts shall be assigned semi-annually starting on September 1st and March 1st. Six weeks before the assignment date dispatchers shall submit first and second choice bids for shift to the Chief of Police or designee with consideration given for each dispatcher's shift preference and seniority. Shift bids shall be subject to Management review and change and shall be posted four (4) weeks before the assignment date.

Dispatchers shall be allowed to swap shifts upon giving notice to the Lt. of Support Services or designee. Shift swapping can be done after notifying the Lt. of Support Services or designee. All swaps will be noted on the schedule indicating the specifics of the swaps.

During the training period of newly hired dispatchers scheduling of these newly hired dispatchers will be as required to facilitate their training.

18.2. Except during emergencies, dispatchers may not work more than 16 ½ consecutive hours without 7 ½ consecutive hours off duty. If no full-time dispatcher is able or willing to accept overtime, the parties recognize that the Town may maintain a pool of qualified part-time employees to fill such vacancies. For scheduled absences due to holidays, compensatory days, regular days off, vacation, extended illness or injury (over 5 days), the opportunity to work shall be offered to full time dispatchers, part-time dispatchers, and any other qualified personnel in that order.

18.3. The opportunity to work overtime shall be offered equally to all police dispatchers by rotation in order of seniority. In accordance with the relevant portions of section 18.2 regarding filling scheduled absences, if a dispatcher has not accepted or declined a specific overtime shift within 72 hours of the start of that particular shift, such overtime will then be offered to all remaining dispatchers per the rotation list.

If an overtime shift cannot be filled on a voluntary basis, dispatchers shall be ordered to work the shift by rotation in reverse order of seniority and by the fewest number of order-in hours actually worked, not the number of order-in events. Dispatchers may not be ordered to work a shift if such order-in causes the employee to work more than twelve consecutive days without at least one day off. For the purpose of this provision, one day off is defined as three, consecutive eight hour shifts.

18.4. Dispatchers training new communications personnel (F/T, P/T Emergency Dispatchers and police personnel) in house will receive 1 hour of pay or compensatory time for each full shift of training they perform.

18.5. Vacation requests for Dispatchers must be submitted in writing on a vacation request form. Vacation requests are subject to approval of the Chief of Police or designee based upon the needs of the department and the availability of replacements of such replacements is required.

Requests for vacation in excess of two weeks are subject to approval of the Chief of Police or designee. Management's determination will be provided to the employee as soon as possible and no later than two weeks after receipt of the vacation request. Where two or more Dispatchers request vacation for the same time, seniority shall prevail.

For Dispatchers, vacation will be scheduled in accordance with the following procedures. Any variance from these procedures requested by an employee may be granted at the discretion of the Chief of Police or designee.

18.5.1. The Dispatcher vacation schedule shall be a calendar year with four quarterly postings for vacation requests (December, March, June and September).

18.5.2. The vacation schedule shall be posted for thirteen (13) days starting the first day of December (when Dispatchers may select weeks or blocks of at least three (3) consecutive vacation days during the following January 1st through December 31st), the first day of March (for vacation weeks or blocks of at least three (3) consecutive vacation days during April 1st through December 31st), the first day of June (for vacation weeks or blocks of at least three (3) consecutive vacation days during July 1st through December 31st), and the first day of September (for vacation weeks or blocks of at least three (3) consecutive vacation days during October 1st through December 31st)

18.5.3. When there are competing vacation requests among Dispatchers, seniority shall be the determining factor for vacation scheduled during the posting period in December, March, June and September. All other vacation requests shall be scheduled on a first come-first serve basis. Notwithstanding the foregoing, requests for vacation shall take precedence over requests for individual days of vacation. Management's determination will be provided to the Dispatcher as soon as possible and no later than two weeks after receipt of vacation request. Once Dispatcher vacations are approved and any conflicts are resolved, the vacations are fixed on each subsequent vacation schedule posting and are never subject to a seniority bump or retraction of approval even if overtime costs are incurred.

18.5.4. Individual days of Dispatcher vacation may be scheduled any time after shift assignments are fixed through the end of the shift assignment period, provided the Dispatcher gives at least seventy-two (72) hours advance notice and gains approval of the Chief of Police or designee and the vacant Dispatcher shift is filled on a voluntary basis by either a part-time or full-time qualified employee. The seventy-two (72) hours advance notice may be waived in cases of emergency by the Chief of Police or designee.

18.6. Dispatchers shall receive Easter Sunday as a holiday but not Good Friday.

18.7. Dispatchers will be paid for the actual holiday worked, not the observed holiday.

18.8. When conditions permit, Dispatchers will be provided with a thirty (30) minute meal relief at the proximate mid-point in the duty shift subject to adjustment due to work activity levels.

19. DURATION OF AGREEMENT

19.1. This Agreement shall be in full force and effect upon signing and shall remain in effect through June 30, 2024. Thereafter, this Agreement shall be considered automatically renewed for successive periods of one year, unless either party shall, on or before one hundred twenty (120) days prior to the termination of this Agreement, serve written notice on the other party of a desire to terminate, modify or amend this Agreement. The Town shall have the right to reopen this Agreement for negotiations with the Union in the event the funding the Town receives from the State of Connecticut is reduced by 10% or more from the legislature approved State budget for the duration of this Agreement. This Agreement shall automatically renew itself from year to year after June 30, 2024, unless notice of a desire to modify or terminate the Agreement is made by either party between One Hundred Fifty (150) and One Hundred Eighty (180) days prior to June 30, 2024. Such notice shall be made by certified mail, return receipt requested. Negotiations for a Successor Agreement shall commence prior to One Hundred Twenty (120) days before June 30, 2024.

In the event organizational changes are made to the Library the Town and Union agree that they shall engage in impact bargaining regarding said changes.

19.2. Prior to establishing a new job or instituting a change in an existing job by which wages, hours or conditions of employment are affected, the Town agrees to discuss the matter with the Union.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto.

Dated this 28th day of March 2022.

/s/ Lorraine Tesla

Monroe Chapter 136-1, Local 136, I.F.P.T.E.

/s/ Kenneth M. Kellogg

Town of Monroe
By: Kenneth M. Kellogg, First Selectman

APPENDIX A – JOB CLASSIFICATIONS

- 2 Custodian
- 3 Senior Citizens Bus Driver
- 4 (Open)
- 5 Assistant Town Clerk I
- 6 Police Records Clerk
- 7 Police Dispatcher
- Support Services Assistant Police
- Assessor’s Technician Clerk
- Accountant – General Ledger
- 8 Assistant Town Clerk II
- Assessor’s Assistant
- Secretary I Planning & Zoning
- Office Assistant I - Building
- Office Assistant I - Library
- Administrator Assistant - Health
- 9 Office Operations Coordinator
- Building Maintainer
- Administrator Assistant Senior Center
- Head of Technical Services – Library
- Head of Circulation Services – Library
- Children Library Assistant
- Payroll & Accounts Receivable Coordinator
- Accounts Payable
- 10 Engineering Inspector
- Appraiser
- Animal Control Officer
- Park Ranger
- 11 Zoning & Wetlands Enforcement Officer
- 12 Assistant Building Official

*The position of Parks & Recreation Office Administrator is temporarily red circled (due to special circumstances which arose prior to 2020) until the holder of the position effective July 1, 2021 vacates the position.

