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TOWN OF STRATFORD

COLLECTIVE BARGAINING AGREEMENT

WITH

UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)
LOCAL 138

July 1, 2021 through June 30, 2025

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**Article 1
Parties**

This agreement is by and between The United Public Service Employees Union, Local 138, hereinafter referred to as UPSEU and/or Union, and the Town of Stratford, the municipal employer, hereinafter referred to as the Town.

**Article 2
Recognition**

Section 2.1

The Town recognizes UPSEU as the sole Collective Bargaining Representative with respect to rates of pay, wages, hours of work and conditions of work of all public safety dispatchers employed by the Town of Stratford in accordance with the certification of UPSEU on June 7, 2006, decision #4166.

**Article 3
Purpose**

Section 3.1

The purpose of this Agreement is to establish and provide for harmonious Collective Bargaining Relations between UPSEU and the Town; to provide for the equitable disposition of all grievances and to establish fair rates of pay, wages, hours of employment and other conditions of employment.

**Article 4
Dues Deductions**

Section 4.1

Upon receipt of an employee's written authorization on an authorized dues deduction card, the Town shall deduct on the same payday each week from the pay of such employee, Union Dues in an amount that shall be specified by UPSEU. Dues collected by the Town shall be transmitted to the UPSEU accompanied by a list of names of those employees

Section 4.2

It is mutually agreed there shall be no coercion, intimidation or discrimination by either the Town or the Union because of race, color, sex, age, creed, religion, natural origin, political affiliation, physical handicap, marital status, sexual orientation, or membership in any lawful organization. The Town agrees not to coerce, intimidate, or discriminate against any member of the Bargaining Unit because of his/her membership in the Union of his/her activities on behalf of the Union or in his/her exercise of the right to Bargain Collectively through the Union.

Section 4.3

The Town agrees to supply each present member of the Bargaining Unit with a copy of the CBA between the Town and the Union and to supply each new employee with a copy of it as they are hired.

Section 4.4

The Union is guaranteed the right to post official notices pertaining to Union Business on mutually agreed upon bulletin boards within the Departments where members of the Bargaining Unit are located.

Section 4.5

- A. The Town shall make available to the Union each year, within thirty (30) days after the signing of the contract or the anniversary date of the contract, a list of employees showing their seniority date, job classification, increment step and rates of pay.
- B. Within thirty (30) days after a new employee has been placed on the payroll, the Town shall notify the Union, in writing, of the name, date of hiring, job classification, rate of pay and pay step of each employee.
- C. When any change in employee status occurs, the Town shall notify the Union of such change within thirty (30) days in writing.

Section 4.6

Indemnification

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

Article 5 Grievance Procedure

Section 5.1

For the purpose of this Agreement, a grievance is defined as any dispute between the Municipality and the Union or between the Town and any employee or group of employees concerning the interpretation, application or violations of any Provisions of this Agreement. No matter shall be subject to the Grievance Procedure unless the employee files a grievance in writing with his/her immediate supervisor within ten (10) working days of when the employee knew or reasonably should have known of a violation of the contract. An employee on any authorized leave of absence including sick leave and vacation, who shall have up to ten (10) working days from the date of his return to work to file a grievance they may have developed during his absence from work. For the purposes of this section, the definition of working day is Monday through Friday. Nothing

shall prohibit an employee from verbally presenting the grievance however a verbal presentation shall not extend the time line for written filing at this step. The Union shall have the right to request and have present at any step a representative of UPSEU staff should they so desire.

Section 5.2

Step One shall provide for a meeting between the aggrieved employee, the Union representative if requested by the aggrieved employee and the department head within five (5) working days after the written grievance has been received by the department head. The department head shall reply in writing to the grievance within five (5) working days of the meeting and if the Union is dissatisfied with the written reply, it shall have the right to carry the grievance to Step Two through written notification within five (5) working days after receiving the reply of the Department Head.

Section 5.3

Step Two shall provide for a meeting on the issue or issues with the Mayor or his/her designee, within seven (7) working days after he has received written notification from the Union. The Mayor or designee assistant shall respond to the grievance within seven (7) working days of his meeting with the Union.

Section 5.4

All grievances involving suspensions, demotion and discharges, monetary matters such as wages and/or benefits, shall be referred directly to Step Two of the grievance procedure.

Section 5.5

Within fifteen (15) working days after the Mayor's or designee's written decision has been received, the Union shall have the right to submit the grievance(s) to the Connecticut State Board of Mediation and Arbitration, operating under their voluntary rules of Labor Arbitration. The decision of the Arbitrator or Arbitration Panel shall be final and binding. The Arbitrator or Arbitration Panel shall not have the right to detract from, modify or alter this Agreement. The Town will keep separate from the employee's personnel files any grievance filed by the employee as well as any decisions rendered, unless the State Board of Labor Relations, State Board of Mediation and Arbitration or court orders otherwise.

As an option to the above grievance procedure and upon mutual request by both parties, the grievance may be submitted to Connecticut State Board of Mediation's expedited arbitration procedure.

- A. Nothing in this article is intended to preclude the Town from filing a grievance against the Union. Such grievance shall be submitted within fifteen (15) working

days of its occurrence to UPSEU. If not satisfactorily resolved within two (2) weeks of its submission to the Union, the grievance may be submitted to arbitration before the Connecticut State Board of Mediation and Arbitration for a binding decision within ten (10) working days of receipt of the Union Executive Board's response.

Said board or arbitrator, shall be limited to the express terms of this agreement and shall not have the power to detract from, modify, alter the terms of this agreement, or render a decision contrary to law.

Section 5.6

An individual employee, at any time, may present a grievance to the Town and have the grievance adjusted, without intervention of the Union, provided the adjustment shall not be inconsistent with the terms of the CBA between the Town and the Union. The Union shall be given prompt notice of the adjustment.

Section 5.7

Steps one and two of the grievance procedure may be waived by mutual agreement of the parties.

Section 5.8

If the Town fails to meet the time specifications of any step of the grievance procedure, the grievance involved may be submitted to the next step of the grievance procedure. If the grievant or Union fails to process a grievance to the next step within the time limitations of the grievance procedure, it will constitute an acceptance of the decision rendered by the Town at the last step, provided the Town responded in a timely manner to the last step.

Article 6 Work Hours

Section 6.1

The regular work week of dispatchers shall be 40 hours per week.

Dispatchers' schedules shall consist of five consecutive days involving (1) shift per day, followed by two (2) consecutive days off. Any dispatcher who works in excess of 40 hours in a work week shall be paid at a rate of 1 ½ times their regular rate of pay.

Shifts are as follows:

- A. 8 AM to 4 PM
- B. 4 PM to 12:00 Midnight
- C. 12:00 Midnight to 8 AM

- D. 12:00 Noon to 8 PM, as per the Memorandum of Agreement signed July, 2020 and recorded with the Town Clerk on July 29, 2020

Section 6.2

Dispatchers shall select their work shifts by bidding for such shifts, and the successful bidder shall be the most senior employee bidding. Such bidding shall be repeated every six (6) months (April and October). Dispatchers will submit newly bid schedules no later than two (2) weeks prior to the beginning of the newly bid shift. New schedules will go into effect the first Monday of October and the first Monday of April.

No employee shall be allowed to change shift or regular days off if such change would create a known order back.

Dispatchers shall have the right to swap work shifts among themselves on a voluntary basis for good cause. In the event an order back situation arises during a shift swap, the employee working said shift shall be subject to the order back.

Article 7 Night Shift Differential

Section 7.1

A dispatcher who works either the 3rd shift (4:00 PM to 12:00 Midnight) or the 1st shift (12:00 Midnight to 8:00 AM) shall receive in addition to his/her regular base pay an additional amount of pay of one dollar and ten cents (\$1.10) per hour. Effective January 1, 2011, the shift differential shall be one dollar and fifteen cents (\$1.15) per hour. Effective January 1, 2012, the shift differential shall be one dollar and twenty cents (\$1.20) per hour. Effective upon ratification, the night shift differential shall be one dollar and twenty-five cents (\$1.25) per hour. Effective July 1, 2023, the night shift differential shall be one dollar and thirty cents (\$1.30) per hours. It being agreed this shall also be paid for those hours an employee is off duty for reasons other than off duty on a regularly scheduled day off.

Article 8 Overtime and Callback

Section 8.1

The Union and the Town agree that Overtime and Callback of dispatchers shall be in accordance with the following procedures:

- A. Any vacancy or open shift will be offered in the following voluntary order:
1. Full time dispatchers in a rotating order of seniority from most senior to least senior. The first available dispatcher shall be offered either eight (8) hours of

the shift or may choose to work four (4) hours of the existing shift. If the first dispatcher chooses to work only four (4) hours of the open shift, the next most senior regular full-time dispatcher shall be offered the remaining four (4) hours of the unfilled shift. This process shall be followed until the vacant shift has been filled. The Employee must reply within 10 minutes to accept the vacant shifts.

2. Supervisory staff (Dispatch Supervisor(s) only, no uniformed personnel).
3. Part time dispatchers

B. Dispatchers shall not be required to work more than 16 hours in a 24 hour period except in the case of an emergency.

Section 8.2

1. If no regular, full time dispatcher volunteers for a Callback then the Town shall have the right to give such a Callback opportunity to a part-time dispatcher. Full-time dispatchers will be offered callback before part-time dispatchers.
2. The Town may utilize part-time dispatchers or non-uniformed dispatch supervisory staff before full-time dispatchers to augment a shift.
3. If the vacancy cannot be filled on a voluntary basis, the Town shall have the right to order a regular, full-time dispatcher to fill the Callback. Mandated Callbacks of this type shall be subject to the following rotation.

Section 8.3

ORDER BACK PROCEDURES FOR DISPATCHERS ON REGULAR WORK DAY

1. The first person to be ordered back for the first half of an order back on regular day to work would be the regular full-time dispatcher currently working with the least amount of order backs on the shift before the vacancy. If both dispatchers have equal number of order backs, the dispatcher with the least amount of seniority will be ordered back first. The order backs will be for four (4) hour minimums.
2. The regular full-time dispatcher on regular day to work on the shift following the vacancy shall be ordered back for the second four (4) hours. The dispatcher with the least number of order backs on this shift would be ordered back first. If both dispatchers have equal order backs, the dispatcher with the least seniority shall be ordered back first. The order backs will be for four (4) hours minimum.

ORDER BACK PROCEDURES FOR DISPATCHERS ON REGULAR DAY OFF

3. In the event that no regular full-time dispatcher can be located for the first half of an order back and the Town has made every effort possible to obtain a dispatcher, then the dispatcher working the second half of the order back shall be ordered back for the first four (4) hours. In the event that no regular full-time dispatcher can be located for the second half of an order back and the Town has made every effort possible to obtain a dispatcher, then the dispatcher working the first half of the order back shall be ordered back for the second four (4) hours.
4. When all options in Section 8.3 above have been exhausted, then the full-time dispatcher on regular day off same shift as vacancy shall be ordered for four (4) hours minimum. If that dispatcher cannot be located, the dispatcher on regular day off on the shift before the vacancy shall be ordered back for four (4) hours minimum. The dispatcher on regular day off on the shift following the vacancy shall be the next to be ordered for four (4) hours minimum. If no dispatcher on regular day off can be located, dispatcher on Earned Personal Day, Holiday Credit or Vacation Day to be ordered back first would be the dispatcher with the least number of order backs. If equal in order backs, the dispatcher with the least seniority would be ordered back first. Employees requesting individual day(s) off on New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day, shall have the request denied if granting the time off will result in an involuntary order back of an employee who is on their regular day off.
 - A. Order backs shall be filled at the same time as call backs. Any dispatcher who has been ordered back in advance and is able to secure another dispatcher to work the order back, may do so without penalty. A dispatcher may volunteer to secure an order back if said order back is 48 hours or greater in advance of the securing. If the timeframe is less than 48 hours of the order back, the dispatcher currently assigned the order back must give permission to the dispatcher wishing to secure the order back. The permission must be documented in writing and include management. The process of securing order backs within the 48 hour timeframe will also apply to part time/per diem dispatchers and management.
 - B. A workday will start at 12 Midnight. Any dispatcher ordered to work commencing at 12 Midnight, whether consecutively from their regular shift or not will be considered as working a new day.
 - C. When dispatchers change shifts during shift bid, i.e., days to evenings, evenings to midnights, dispatchers retain accumulated order backs. Dispatchers will not be granted additional order backs as a result of changing shifts.

Section 8.4

Regular, full-time dispatchers who are called back shall be paid as follows:

- A. A six (6) hour minimum at the rate of time and a half (1-1/2) when he/she is ordered to perform work on a regular day off provided that he/she is not the first person on the callback list.
- B. A four (4) hour minimum at the rate of time and a half (1-1/2) when he/she accepts a Callback voluntarily on a regular day off.
- C. A four (4) hour minimum at the rate of time and a half (1-1/2) when he/she is required to return to duty on a regular working day, or when he/she voluntarily accepts a Callback on a regular working day, after the employee leaves the Center and is called back. Employees who are asked during their regular shift to stay for all or part of the next shift shall not be considered a Callback. If coverage is not needed and the employee voluntarily returns, he/she will be paid for the time worked.

Section 8.5

It is agreed by the parties that regular, full-time dispatchers shall not be required to find replacements for themselves on a Callback basis before they can go home after the completion of their shifts, but it is agreed that regular, full-time dispatchers may be required to make phone calls at the direction of their Supervisor in an effort to arrange for Callbacks.

It is agreed that a dispatcher shall not be held over past his/her shift into the next regularly scheduled work shift unless the dispatcher regularly scheduled to work said next shift is unable to report for work, and no replacement for said dispatcher who is unable to report for work can be secured in time for the start of said next shift through the Callback Provisions of this Addendum to the Agreement.

Should a dispatcher become ill while on duty, he/she may be required to find coverage in order to satisfy staffing levels at a manageable level as approved by the Supervisor or his designee, provided the employee is well enough to reasonably make calls to others to find coverage.

Section 8.6

If a full-time dispatcher cannot be contacted for a Callback or is on Vacation, or is taking time off in lieu of a Holiday, such dispatcher shall not be charged for working a Callback.

Section 8.7

The scheduled work shifts of regular full-time dispatchers will not be changed to accommodate part-time dispatchers who are filling Callback vacancies.

Section 8.8

Per diem or part-time dispatchers shall not be subject to the order back provisions of the contract but are entitled to the overtime payment if they work in excess of 8 hours in a day.

Section 8.9

The calculations for the callbacks and order backs log shall commence on January 1st and end December 31st of each calendar year.

Section 8.10

If an employee cancels four (4) four-hour (4-hour) callbacks in a rolling thirty (30) day period, the employee will be placed at the end of the seniority list for thirty (30) days but continue to be offered voluntary callback before order backs. Order backs still apply the same as dictated in Article 8.

Article 9 Sick Leave

Section 9.1

- A. Effective July, 1, 2009 former sick plan shall cease and all employees shall automatically be placed into the sick leave plan described herein.
- B. Employees hired on or after July 1, 2010 of this agreement shall only be entitled to the sick leave plan described herein without the start up bank.

Section 9.2

Effective July 1, 2010 employees shall earn one and one quarter (1.25) days each month to a total of fifteen (15) days per year with an unlimited sick leave accumulation. An employee eligible for sick leave with pay shall be granted up to three (3) days of family sick leave per year of the total fifteen (15) sick days for the illness of a member of the employee's household that requires the employee's personal care and attention. Said plan includes a start up bank of ninety (90) days. Employees are eligible to receive a lump sum cash payment, up to a maximum of forty-five (45) accumulated unused sick leave days at their current rate of pay upon retirement or death and such lump sum cash payment shall be increased to sixty (60) days effective June 30, 2009. The sick leave payout shall not be included in their pension calculation.

Section 9.2A

Employees may purchase short term or long term disability independently or through the Town plan through payroll deduction. Any payroll deduction payment shall be considered an IRA 125 Plan deduction.

Section 9.3

In the event the Town believes an employee has misused or abused the sick leave benefits described herein, the Town may discipline that employee and such discipline shall be subject to the provisions of Article 11 of this contract.

Section 9.4

When it is required of the employee to have a physician's form completed, the attached form, Appendix B, shall be the form completed.

Section 9.5

A medical certificate must be obtained if any employee is absent for three (3) consecutive days. The employee must be seen by a doctor by the third (3rd) day and deliver, or cause to be delivered a medical certificate to Human Resources.

A medical certificate must also be obtained by an employee who is absent the regular work day following overtime work. If the practice of going on sick leave the regular work day following overtime work becomes habitual, such absence may be construed as sick leave abuse. Failure to comply with the above time limits may result in the employee not receiving sick leave pay.

Section 9.6

Employees who maintain perfect attendance during the first quarter of the calendar year, or any quarter of the calendar year, shall earn a day off, with pay, for each quarter. Employees who earn all four (4) days shall receive a bonus one (1) day of paid leave. Leave for perfect attendance shall be used in the same manner as vacation leave. Any unused leave may be carried over to the following year, at which point it shall be cashed out on the second pay period of December. Perfect attendance shall be broken by any use of sick leave, injury leave (workers compensation) or unpaid leaves of absences. Death in the family shall not be counted as sick time. Earned Incentive time shall be paid when requested by the employee in the calendar year following accrual, or no later than the second pay period of December in the year following accrual.

Section 9.6A

See Article 17 regarding the process for using Perfect Attendance Credits.

Section 9.7

When an employee has been absent for seven (7) days, excluding an excused absence, within a rolling twelve (12) month period, the supervisor may meet with the employee and a Union representative to discuss the employee's attendance. An excused absence is defined as any pre-approved absence by a dispatch supervisor or designee, or any absence accompanied with a medical certificate.

Section 9.8

In the event that the employee's individual physician and the Town doctor disagree on the nature of an employee's illness and/or his/her physical fitness to perform his/her job, the two physicians shall decide on a physician to render a third opinion which shall be binding on the parties.

Section 9.9

The provisions of this Article shall not apply to situations involving Workers Compensation unless otherwise noted.

Section 9.10

When a dispatcher calls out sick, that employee must call out sick directly into the dispatch center on a recorded line.

Section 9.11

If a dispatcher calls out sick, he or she will not be eligible for callback until that employee has worked one regular shift.

Article 10 Seniority

Section 10.1

Seniority shall be defined as the length of an employee's continuous service with the Town and may be lost or terminated only under the following conditions:

- A. Resignation from employment;
- B. Discharge for just cause;
- C. After a layoff of more than 24 months;
- D. Failure on the part of the laid-off employee to return to work within ten (10) working days from the date of receiving notification to report back to work.

1. No person outside the bargaining unit shall do bargaining unit work, except during an emergency determined by the Town.

Section 10.1A

When two or more employees have the same date of hire, seniority shall be determined by:

The first employee released from training shall be determined to have top seniority with the remaining to follow.

In the event that two (2) or more employees are released at the same time, seniority shall then be determined alphabetically.

Section 10.2

All new employees shall be regarded as probationary during the first twelve (12) months of their employment by the Town. New employees shall be evaluated by their Department or Division Head monthly during their probationary period. A probationary employee shall have no seniority rights, and his/her retention as an employee is entirely within the discretion of the Town. At the discretion of the Town, a new employee's probationary period may be extended for an additional six (6) months if management can document a need to extend the probation and following a meeting with the UPSEU representative. Upon completion of the probationary period, the employee's seniority shall date from his/her first day of employment. Employees who are on probation will not be allowed to bid. However, upon completion of training a probationary employee shall be assigned to one of the open slot shifts. Any merit or step pay increases shall be subject to satisfactory performance reviews.

Newly hired dispatchers shall start one (1) order back behind the dispatcher with the least amount of order backs on their assigned shift.

Section 10.3

For purpose of this Agreement, a part time employee is defined as one who works less than twenty-two and one half (22.5) hours per week. With the exception of temporary replacements for those on Extended Sick Leave, temporary help, including seasonal help, shall be defined as those hired for no more than one hundred twenty (120) days.

Section 10.4

Nothing within this Agreement shall prevent the Municipality from hiring outside the Bargaining Unit provided that no one within the Bargaining Unit is eligible.

Section 10.5

The Town agrees to negotiate the terms and conditions of employment in the event that a new job or classification is created which is determined by the Director of Human Resources to fall within the bargaining unit. If a dispute arises over whether a new

classification or job should be in or out of the Bargaining Unit, the matter shall be referred to the Connecticut State Board of Labor Relations for a final determination.

Article 11 Disciplinary Action

Section 11.1

All disciplinary actions, suspensions and discharges, shall be for just cause. The employee shall be informed verbally of such disciplinary actions, suspensions and discharges as soon as possible, and whenever possible, on the same working day. All suspensions and discharges, and the specific reasons for them, shall be stated in writing and a copy forwarded to the employee and the Union as soon as possible but, in any event, no later than two working days of such suspension or discharge.

Section 11.2

Discipline shall be subject to the grievance procedure.

Section 11.3

Disputes over written warning notices received by employees may be submitted to the Step of the Grievance Procedure immediately above the Step occupied by the Town Official who issued the warning and shall thereafter be adjusted as a grievance in accordance with the Terms of the Grievance Procedure. Written warning notices shall not be used as a basis for progressive discipline in the future if no additional warning or disciplinary action has been taken against such employee for a period of twelve (12) months subsequent to the written warning in question. Each employee shall have the right, at reasonable times, to examine his Personnel File. The Town agrees that it shall notify an employee if anything detrimental, in the Town's opinion, is placed in the employee's Personnel File.

Section 11.4

In the event any unscheduled or scheduled meeting that may lead to disciplinary action is held between an employee and a Supervisor, said employee shall have a right to have a Union Representative present at such a meeting. This shall not apply in those instances when a supervisor conducts a routine appraisal or discussion with the employee over said employee's work performance. At no time shall an employee be required to sign a written statement or form critical of his work performance or conduct or attitude without said employee's consent, and with a Union Representative present, if requested by the employee.

Article 12 Layoff and Recall Procedure

Section 12.1

If a reduction in the number of employees within a job classification in the Bargaining Unit is required, employees with the least seniority shall be laid off first. Recall rights shall be in the reverse order of layoff. An employee shall retain his seniority status and right to recall for twenty-four (24) months following the date of his layoff. Seniority shall continue to accrue during the period in which an employee has a right to recall.

Section 12.2

No regular full time employee within a classification shall be laid off until all temporary and part time employees have been laid off, it being understood that retention of regular full time employees is dependent upon their being qualified to perform the work available. No new employee shall be hired while an employee is on lay off.

Section 12.3

Employees shall be given at least a thirty (30) day notice that they are to be laid off, or pay in lieu of said notice, provided the Town shall continue to provide medical and health benefits through the thirty (30) day period, at which time the employee shall become eligible for COBRA benefits.

Section 12.4

No employees shall be transferred outside the Bargaining Unit except with the employee's consent.

Section 12.5

A member of the Bargaining Unit who is transferred outside the Bargaining Unit shall, upon transfer back into the Unit, be credited with the seniority he held at the time he transferred out of the Bargaining Unit.

Section 12.6

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 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. Seniority for purposes of shift bids and time off requests shall start from the date the employee starts work as a dispatcher.

Section 12.7

Any position occupied by an employee temporarily assigned to do the work must be posted under the terms of this Agreement if such a temporarily assigned employee occupies the position for more than thirty (30) days. It is agreed that this Section does not apply to those situations involving employees who are temporarily assigned as replacements for those on Vacation or Sick Leave.

Section 12.8

Should the Town introduce any new equipment; methods or processes as a substitute for or replacement of present equipment, methods and processes, employees in jobs affected by such innovations shall be given a reasonable period of time to train in the use of such new equipment, methods and processes.

Article 13 Leaves of Absence

Section 13.1

The Town may grant a Leave of Absence, without pay or benefits, to any employee, upon his request, for a period not to exceed one (1) year. Upon expiration of any approved Leave of Absence, without pay or benefits, if so requested by the employee, he shall be reinstated to the position held at the time such Leave was granted or in an equivalent position provided he has the ability to discharge his duties.

Section 13.2

During such Leave of Absence, such employee shall accumulate his seniority for six (6) months.

Section 13.3

An employee who is an "eligible employee" as defined under the Federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. 1601, et seq., shall be granted up to twelve (12) weeks of FMLA leave during a twelve month period in accordance with the Act. The twelve (12) month period shall be defined as rolling a twelve month period beginning on the first day of leave.

Any accumulated paid sick (if the employee is sick) or vacation must be exhausted first in situations where the leave taken by the employee is covered by the FLMA Act, and said paid leave shall be included in (and shall not be in addition to) the aforementioned twelve (12) weeks of leave of allowable leave. All employees shall follow the Town of Stratford's FMLA policy. A medical certificate acceptable to the Town may be required for FMLA leave situations involving the health of the employee or family member. Employees on FMLA leave without pay shall not continue to accumulate vacation, sick

leave or be paid for holidays unless the employee has substituted paid leave; however, the continuity of employment shall be preserved for purposes of seniority.

Employees shall be eligible for leave under the FMLA. FMLA leave will run concurrently with paid leave for an FMLA-qualifying leave.

Section 13.4

Employees who are called for Jury Duty shall be granted Leave of Absence for such period as is required and shall be paid the difference between their regular pay and the amount received for Jury Duty. Employees who report for jury duty shall be relieved from work when they have jury duty on that calendar day. In the event that unusual circumstances result in causing a hardship for the employee because of unusual expenses for transportation and meals, the Town may, at his discretion, grant reimbursement for transportation and meals in addition to the normal benefit provided for Jury Duty.

Section 13.5

Employee shall be entitled up to three (3) days leave for attendance at the funeral or similar service for the death of a husband, wife, child, grandmother, grandfather, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, grandmother-in-law, grandfather-in-law, uncle, aunt, niece or nephew, but in no event shall such leave exceed three (3) days. Additional days may be granted at the discretion of the Town.

Section 13.6

Employees summoned for Training Duty with any Armed Forces Reserve Corps Program or National or State Guard Training Programs shall be paid the difference between pay received for such Duty and his regular pay from the Town. This pay shall apply only to a maximum of two (2) weeks of Annual Field Training. Employees must provide the Human Resources Department with verification of Military Pay two weeks in advance of Training Period.

Section 13.7

Approved Leaves of Absence may be granted by the Town for enlistment or induction during the Time of War, or by induction during Time of Peace. The employees shall retain his rights to the position he held at such time that he was inducted, or enlisted during the Time of War or inducted during the Time of Peace, provided that:

- A. The employee went into the Military Service within thirty (30) days upon leaving the employment of the Town.

- B. The employee received an Honorable Discharge or Severance from the Armed Forces.
- C. The employee accepted re-employment with the Town within sixty (60) days after such discharge or release from Active Duty.
- D. The employee was able to perform his duties capably upon return to Service with the Town.
- E. Any such employee shall be paid for all unused Vacation Time in the current year before his entry into the Armed Services.

Section 13.8

Employees required by the Town to attend proceedings of the State Board of Labor Relations, including unfair Labor Practice Charges and Representation Cases, shall suffer no loss in pay while attending such proceedings.

Section 13.9

Employees who resign shall tender their resignation at least two (2) weeks in advance of their termination, and within three working days thereafter, shall be interviewed by the Human Resources Director who shall apprise such employee of the specific amounts of all pay and benefits due such employee at the time of termination.

Article 14 Union Business

Section 14.1

Representatives of the Union's Negotiating Committee or its Grievance Committee shall be free to attend meetings during working hours at no loss of pay with Town Officials in connection with the processing of Grievances or the negotiating of a Contract. It is the understanding that Negotiations and Grievance Sessions will be conducted at a time mutually convenient for the Town and the Union and this does not limit these Sessions to be conducted solely during working hours. The Town shall have the right to fill any openings caused by Union negotiations or grievances with part-time employees before offering overtime to any full-time employee.

Section 14.2

Union Officers may be granted, with the approval of their Department Head, or the Department Head's designee, a Leave of Absence with pay not to exceed twenty-five (25) days in the aggregate per year for purpose of representing the Union at meetings or attending Union conferences or educational programs. The Union shall provide the

Human Resources Department with a list of its Officers and Officials at time of appointment or election.

Section 14.3

Union Business of an urgent nature may be conducted by Union Officials during the course of the working day with the approval of the Department Head or the Director of Human Resources.

Article 15 Vacations

Section 15.1

The Vacation Period shall extend from January 1st through December 31st. Vacation accrual is computed as of each employee's service up to December 31st of such vacation period.

Less than 1 year - 1 day per month of service (Maximum 5 days)

1-4 years - 10 days
5-8 years - 15 days
9 years - 16 days
10 years - 17 days
11 years - 18 days
12 years - 19 days
13 years - 20 days
25 or more years - 25 days

Section 15.2

See Article 17 regarding the process for using Vacation time.

Article 16 Holidays

Section 16.1

Each dispatcher shall receive fourteen (14) days off with full pay in each calendar year in lieu of the following fourteen (14) Holidays:

New Year's Day; Martin Luther King's Day; Presidents Day; Good Friday; Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day. Employees will also receive a floating holiday.

Effective with the signing of this Agreement, dispatchers shall have the option of electing time off or pay for the 14 listed Holidays. The option must be exercised each May and November (30 days following shift selection), and will allow dispatchers to continue to accrue Holiday Credits in lieu of the listed Holidays or receive double time for each Holiday worked. Employees will not receive holiday pay if they use a sick day on the last scheduled day before the holiday or on the first scheduled day after the holiday. Employees will not receive holiday pay if they call in sick on a holiday they are scheduled to work.

Section 16.2

See Article 17 regarding the process for using Holiday Credits.

Section 16.3

Four (4) hour minimum at double time the hourly rate shall be paid for all voluntary overtime performed on Thanksgiving Day 12:01 a.m. to 11:59 p.m., Christmas Eve Day 4:00 p.m. to 11:59 p.m., Christmas Day 12:01 a.m. to 11:59 p.m., New Year's Eve Day 4:00 p.m. to 11:59 p.m. and New Year's Day 11:59 p.m. to 4:00 p.m.

Article 17

Use of Vacations, Holiday Credits and Perfect Attendance Credits

The following is the process for the use of Vacations, Holiday Credits and Perfect Attendance Credits. All requests for use of Vacations/Holiday Credits/Perfect Attendance Credits must be approved by management and the employee must comply with the Town's time off request process.

Section 17.1

- A. Dispatchers must give at least fourteen (14) hours notice to their Supervisor prior to taking single vacation days, perfect attendance days and/or Holiday Credits.
- B. Dispatchers shall have the right to divide their Vacation Time/Holiday Credits/Perfect Attendance Credits into individual or half-days.
- C. The Vacation/Holiday Credit/Perfect Attendance Week of a dispatcher shall consist of five working days and two regular days off.
- D. Dispatchers shall have the right to start a Vacation/Holiday Credit/Perfect Attendance Week any time during the course of a week that he/she wants to start. The employee must provide one week's notice to the Department Head unless there is an emergency such as a family illness.
- E. Vacations must be taken during the calendar year in which the employee is entitled to Vacation, except as provided as follows: Payments in lieu of vacation time will be permitted subject to the approval of the Human Resources Director in his/her sole

discretion. Employees shall apply for such payment sixty days (60) prior to the end of calendar year. The Human Resources Director's decision shall not be subject to the grievance process.

- F. Each employee shall have the right to carry over a maximum of two (2) weeks of Vacation Leave due him/her or any fraction thereof to the following calendar year.
- G. Employees requesting individual vacation/holiday credit/perfect attendance credit(s) off on New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day, shall have the request denied if granting the time off will result in an involuntary order back of an employee who is on their regular day off.
- H. In the event that an employee is on sick leave as the result of hospitalization during his/her vacation period, he/she shall be allowed the option of changing his/her vacation to sick leave provided hospitalization is verified by a doctor on a prescribed Town form. (See Appendix B)
- I. Whenever one of these holidays shall occur while an employee is on sick leave, as the result of an emergency (other than an elective procedure) in-patient hospitalization, including the recovery period at home, the employee shall be granted an additional day off at a time mutually agreed upon by the Department Head provided said sick leave shall be substantiated by a doctor's certificate.
- J. A dispatcher cannot retract Vacation/Holiday Credit/ Perfect Attendance time off if it has been filled with callback and is less than 48 hours in advance. A dispatcher **may** retract the time less than 48 hours only if it has been filled with an order back and they have received permission of the dispatcher being ordered. The permission must be documented in writing and include management.

Section 17.2

- A. For all the Accrued Vacation Time unused at the time of his retirement, an employee shall receive one week's pay for each week of such unused time and one day's pay for each unused day.
- B. In the event of an employee's death, his or her beneficiary or estate shall be paid for all unused Vacation Time in the manner stipulated in the above Section.

Section 17.3

- A. All employees who wish to take their Vacation/Holiday Credit/Perfect Attendance during the period of June 1 through December 31 shall submit their requests to their respective Department Head, or the Department Head's designee, for approval by May 15th. The senior employees shall have preference, provided that it doesn't interfere with Departmental Operation. Those who don't signify their preference by May 15 shall lose preferential rights to Vacation/Holiday Credit/Perfect Attendance

during that period. Employees shall have the right to take Vacation/Holiday Credit/Perfect Attendance by separating the time due them under Section 13.1 into individual weeks or fractions thereof provided the approval of the employee's Department Head, or the Department Head's designee is obtained.

1. Vacation/Holiday Credit/Perfect Attendance taken during June 1 through December 31 shall be subject to the following: in each organizational unit, employees, according to seniority, shall select vacation/holiday credit/perfect attendance time during weeks in which holidays fall, on a yearly rotating basis.
- B. In order for a Vacation/Holiday Credit/Perfect Attendance Week to supersede a Single Vacation/Holiday Credit/Perfect Attendance Day, the request for such Vacation/Holiday Credit/Perfect Attendance must be applied for at least fourteen (14) days prior to such Single Vacation/Holiday Credit/Perfect Attendance.
- C. If the provisions of 17.3.A and 17.3.B are not met, then requests for Vacation/Holiday Credit/Perfect Attendance time shall be approved on a first come, first serve basis.

Article 18 Longevity

Section 18.1

In each fiscal year, in addition to the wages each employee receives, each employee shall receive a longevity payment in a lump sum. Employees hired after July 1, 2010 are not eligible to receive a longevity payment.

Section 18.2

The following schedule shall be effective:

Years of Service (as of 12/31) Longevity Payment

6 years	\$350	15 years	\$650
7 years	375	16 years	700
8 years	400	17 years	750
9 years	425	18 years	800
10 years	450	19 years	850
11 years	475	20-24 years	900
12 years	500	25 years	950
13 years	550		
14 years	600		

Section 18.3

Longevity payments shall be made no later than the first pay day in December of each fiscal year. Any employee, who resigns or is terminated for reasons other than retirement

or death, shall receive a prorated Longevity Payment (1/12th per month up to date of separation in the calendar year). In the event such employee should die and is not survived by a spouse, such Longevity Payment shall be paid to his/her beneficiary, then estate.

Section 18.4

If an employee should die before December 31st, the surviving wife, husband, or beneficiary shall receive the longevity payment due the employee on the first payday in December as covered by Section 15.1.

Article 19 Health Benefits

Section 19.1

The Municipality agrees to provide all employees the following medical health benefits, which shall include dependent coverage:

1. Effective, July 1, 2016, HDHP with \$2,000/\$4,000 deductible.
 - Town shall contribute 50% and employees pay 50% towards an HSA. Town's share will be deposited in the month of July.
 - Effective July 1, 2021, employees shall pay 17% premium share for medical and dental, effective July 1, 2022, employees shall pay 17% premium share for medical and dental, effective July 1, 2023 employee shall pay 17% premium share for medical and dental, and effective July 1, 2024 employee shall pay 18% premium share for medical and dental.
 - Employees pay Rx copay, \$5/\$25/\$40 after deductible.
 - Contributions for new hires will be prorated.
- A. Employees may enroll in an I.R.S. Section 125 Plan that shall make these deductions available through pre-tax dollars.
- B. Each employee and his family shall be provided cost free with the Dental Plan of Connecticut Blue Cross (family coverage) or an equivalent full service family dental plan, subject to the employee's premium contribution set forth above. The Town shall provide Rider A and Rider C.
- C. The employees shall receive up to two hundred (\$200) dollar reimbursement for expenses actually incurred and unreimbursed under existing insurance for his/her eye examination, lenses and/or frames, once every two (2) years.

Section 19.2

Effective July 1, 2001, the Group Life Insurance for each employee shall be set at the nearest one thousand dollars (\$1,000) of the employee's base salary capped at thirty five thousand dollars (\$35,000) with a double indemnity clause in the case of accidental death, at no cost to the employee. Effective first day of the month following implementation said group life insurance cap shall be increased to forty-five thousand (\$45,000) dollars.

Section 19.3

For employees electing Blue Cross/Blue Shield Dental Plan, the Town shall remit monthly to the Plan an amount up to, but not to exceed, the total which the Town pays for the Dental

If the premium for Blue Cross /Blue Shield Dental is greater than the amount the Town would have paid for the employee and his dependents to be covered under the Dental insurance set forth in Section 18.1B, then the Town agrees to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for the remainder of the Blue Cross /Blue Shield Dental premium.

The Union reserves the right to advise members of the Bargaining Unit not to join such a Plan. In addition, any employee who no longer wishes to be covered by such Blue Cross /Blue Shield Dental Plan shall have the right to regain in full, coverage under all the Dental Insurance Benefits set forth in Section 19.1B of this Article as soon as possible. Employees reserve the right to change insurance coverage once per year during open enrollment periods.

Section 19.4

The Town will make an I.R.C. Section 125 plan available to all employees. Effective January 1, 2004, the Town will establish a Reimbursement Account plan [the "RA Plan"] for the purpose of enabling eligible employees to divert a portion of their gross salaries, prior to reduction for federal income taxes, by the minimum and maximum amounts allowed by law per Plan Year for Health Reimbursement, and by the minimum and maximum amounts allowed by law per Plan Year for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for Health Care costs and Dependent Care costs they or their covered dependents incur which are not covered by the Medical or Dental Plans described in this Agreement, including but not limited to their share of the premium costs for such Plans. The following provisions will apply:

- A. Each employee desiring to participate in the RA Plan must apply for participation and enroll by submitting completed forms provided by the Town thirty (30) days prior to January 1st of each Plan Year in which he/she desires to participate.

- B. Each employee accepted as a participant in the RA Plan must, thirty (30) days prior to January 1st, inform the Town in writing of the amount he/she wishes to contribute to the Account during the Plan Year. (The minimum and maximum contributions shall be the amounts established by law for such contributions) Said payments shall be divided by the number of payroll periods scheduled for the plan year to determine the amount to be deducted from each paycheck during that Plan Year.
- C. As a condition precedent to the establishment of an account under the RA Plan, the employee must submit to the RA Plan Administrator, on forms approved by the Town, written authorization for the Town to deduct from his/her salary, the amounts to be diverted to his/her RA Plan Account, which shall be the same amount from each paycheck issued during the Plan Year.
- D. If the employment of an employee terminates for any reason while he/she is a participant in the RA Plan, the employee will be permitted to withdraw the unencumbered balance from his/her RA Plan Account.
- E. Unexpended balances in each RA Account at the end of each plan year will be forfeited in accordance with legal requirements. The RA Plan will be governed by the terms of the RA Plan description. It is intended that the RA Plan shall be interpreted, whenever possible, to comply with such terms of the Internal Revenue Code. In the event the RA Plan Administrator determines, before or during any Plan Year, that the RA Plan may fail to satisfy any non-discrimination requirement if imposed by the Code or limitation on benefits to certain participants, the RA Plan Administrator shall take such action as he/she deems appropriate under rules uniformly applicable to similarly situated participants. At this time, the RA Plan as outlined meets all code requirements.
- F. Employees may elect to waive, in writing, the health insurance coverage provided above and in lieu thereof may receive an annual payment from the Town of \$2,000 for family and 2-person, and \$1,000 for single for waiving coverage for each fiscal year during which the employee continues to elect not to participate in such coverage. Such payment will be issued in the month of July after the fiscal year ends, and will be subject to normal employment tax withholding and deductions. To receive such payment, an eligible employee must complete and submit a form provided by the Town in July of each fiscal year indicating his/her intent not to participate in the Town-provided insurance coverage. Further, such employees must present evidence to the Town that they are covered under another insurance program. Employees whose spouse has access to either Town or Stratford Board of Education medical benefits shall not be entitled to receive payments for waiving insurance coverage.

Section 19.5

The Town shall make partial payments for Health Insurance for retired employees in accordance with the following schedule:

- A. Effective July 1, 2010, employees who retire shall pay the same percentage premium contribution as active employees for single only coverage through age 64 under the medical plan applicable to active employees. Retired employees through age 64 may purchase coverage for his/her dependents by paying fifty percent (50%) of the premium cost. The retiree's medical plan and premium contribution is subject to change as the medical plan and premium contribution changes for active employees as a result of collective bargaining. The dependent portion of the premium contribution shall remain at fifty percent (50%) and shall not change unless negotiated by the Parties. These payments shall be applied as an offset against insurance payments made by Pension deductions or in the case of an annuitant, but direct reimbursement, to the Town, at least one month in advance.
- B. Effective July 1, 2010, employees who retire shall pay the same premium percentage contribution as active employees for a medicare supplement plan, single coverage only, for retired employees age 65 and above. The percentage contribution is subject to change as the percentage contribution for active employees as a result of collective bargaining.
- C. Employees hired after July 1, 2010 who qualify for retiree medical insurance shall pay fifty percent (50%) of the Town's premium cost for single only coverage under the same medical plan received by active employees as same may be modified in the future, or at age 65, for any medicare supplement plan provided by the Town. The retiree shall pay one hundred percent (100%) of the Town's premium cost for eligible dependents for the active plan until the employee reaches age 64 and for the medicare supplement plan when the employee reaches age 65.
- D. The Town will provide a term Life Insurance of \$25,000 to employees who retire after the effective date of (60) days following July 1, 2000 and who have not obtained age 65. Said term insurance will be reduced to \$5,000 at the time the pensioner attains age 65 and will remain in effect until death. Employees hired after July 1, 2010 are not eligible for this benefit.

Employees who retire on or after July 1, 1985 and who wish to drop the Health Insurance available through the Town may re-enroll in the Insurance Plan available, at a later date, provided they submit evidence of insurability for themselves and any qualified dependents and are found insurable by the insurance carriers.

For the purpose of this Section, retirement shall be defined as retirement under the Pension Plan of the Town of Stratford or for employees hired subsequent to September 13, 1999, twenty five (25) years of Continuous Service or who has completed ten (10) or

more years of Continuous Service and attained the age of 60 years, as set forth in A Retirement Plan for Employees of the Town of Stratford Effective January 1, 1999.

Section 19.6

Nothing in this Agreement shall be construed to prohibit the Town from changing insurance carriers, provided that any such change will be equivalent to the present coverage. For this purpose, the term "equivalent" means equal or better in function and benefits to members of the Bargaining Unit. The Union will be notified and consulted regarding any proposed change of insurance carrier not less than sixty (60) days prior to any implementation. Any dispute regarding "equivalency" shall be resolved through the Grievance Procedure at the Arbitration Level, an expedited arbitration procedure at the SBMA, or at the Town's cost, an expedited arbitration procedure at the American Arbitration Association, prior to implementation of any such change.

Article 20 Wages

Section 20.1

All employees shall be eligible for merit increment pay increases in accordance with the current Town Wage and Salary Pay Plan, which Plan shall be the Plan presently in effect. The initial increment of each new employee shall be granted six (6) months from date of his/her hire, and April 1st of each year thereafter, subject to required satisfactory performance reviews.

Section 20.2

- A. Effective and retroactive to July 1, 2021 the wage schedule in effect shall be increased by two and one-half percent (2.5%).
- B. Effective July 1, 2022 the wage schedule in effect shall be increased by two and one-half percent (2.5%).
- C. Effective July 1, 2023 the wage schedule in effect shall be increased by two and one-quarter percent (2.25%).
- D. Effective July 1, 2024 the wage schedule in effect shall be increased by two and one-quarter percent (2.25%).

Section 20.3

Any employee who is temporarily assigned to work in a higher classification by the Town upon the recommendation of the Department Head shall be paid at the rate of the next Step in the Higher Classification after completing four (4) hours of work in a Higher Job

Classification. When an employee is so temporarily assigned, the Town shall notify the Union of such assignment and the pay rate thereon.

Section 20.4

Employees shall be given notice of no less than four (4) hours, when possible, of overtime work.

Section 20.5

Any employee who is called back to perform work after the regular work day shall be guaranteed a minimum of no less than four (4) hours of work or pay at the current applicable premium hourly rate.

Section 20.6

Employees promoted to a higher job classification shall receive the next higher pay step of the higher classification as their regular salary rate.

Article 21 Pensions

Section 21.1

Effective January 1, 1999, the Town of Stratford Retirement Plan (Defined Benefit Retirement Plan), as revised that date, and Appendix E of that Plan as revised, will cover all bargaining unit members who were hired on or prior to September 13, 1999.

All bargaining unit members who are hired subsequent to September 13, 1999 will be required to participate in the Town of Stratford Defined Contribution Plan (401 (a)), in accordance with the provisions of that Plan and will not be eligible to participate in the Town of Stratford Retirement Plan (Defined Benefit Retirement Plan) as revised January 1, 1999.

Section 21.2

The Town agrees that it will provide, to bargaining unit members, who are members of the Town's Defined Benefit Pension Plan or Defined Contribution Plan (401a), updated copies of said plans as soon as possible following the approval of both plans by the Town and Union.

**Article 22
Tuition Plan**

Section 22.1

Effective upon the execution of this Agreement, employees shall be entitled to 50% reimbursement for a maximum of two job related courses in each fiscal year. The employee must receive a passing grade in the course(s) in order to be eligible to receive benefits. All requests regarding eligibility shall be submitted to the Director of Human Resources prior to enrollment for approval.

**Article 23
No Strike Clause**

Section 23.1

In accordance with the terms of the Municipal Employees Relations Act, the Union agrees not to strike or withhold services during the life of the Agreement and the Town agrees not to lock out any of its employees.

**Article 24
Validity**

Section 24.1

In the event any Article, Section or Portion thereof this Agreement is declared invalid by a Tribunal of Competent Jurisdiction, the remainder of this Agreement shall remain valid and in full force. The parties agree that within ten (10) days after any portion of this Agreement has been declared invalid by such Tribunal of Competent Jurisdiction, the parties shall meet for the purpose of negotiating a substitute for the portions of the Agreement ruled to be invalid.

**Article 25
Prior Practice**

Section 25.1

Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees of the Town have enjoyed heretofore unless such practice has been superseded by a Provision of this Agreement.

Article 26 Management Rights

Section 26.1

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the Provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, except, where such rights, powers and authority are specifically relinquished. These rights shall include:

- A. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.

To establish or continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- B. To discontinue processes or operation or to discontinue their performance by employees.
- C. To select and to determine the number and types of employees required to perform the Town's operations.
- D. To employ, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.
- E. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- F. To ensure that incidental duties connected with Departmental operations, whether enumerated in Job Descriptions or not, shall be performed by employees.
- G. To establish Contracts or Sub-Contracts for Municipal operations provided that this right shall not be used with the intention of undermining the Union or discriminating against its Members.

The above rights, responsibilities and prerogatives are inherent in the Town by virtue of Statutory and Charter Provisions and are not subject to delegation in whole or in part.

Such rights may not be subject to review or determination in any Grievance or Arbitration Proceeding, but the manner or exercise of such rights may be subject to the Grievance Procedure described in this Agreement.

Article 26A
Performance Evaluations

Section 26A.1

For all employees with seniority, a performance evaluation shall be conducted during the month of the employee's anniversary date by their immediate supervisor, except as otherwise provided in Section 10.2. Performance evaluations are intended to provide constructive feedback and do not constitute disciplinary actions under Section 11.1. After first year anniversary performance reviews will be conducted annually.

Article 27
Letters of Understanding and Memorandum's

Section 27.1

The following Letters of Understanding and Memorandum's from the Town are being continued in effect:

- A. Letter concerning Payroll Purchase Plan of U.S. Savings Bonds, dated April 16, 1974.

All Letters of Understanding and Memoranda of Agreement executed by the parties in this and all prior contracts and which are not specifically listed in this Article shall not be considered parts of this Agreement.

All current Memoranda of Agreement/Side Letters shall continue to be in effect; renewed and re-executed by the parties as needed.

Article 28
Employee Assistance Program and Drug Testing

Section 28.1

Both the Town and the Union strongly favor a drug free work environment. To that end, an Employee Assistance Program has been established for all employees which will provide counseling, evaluations, and treatment referrals, if needed, and will deal with such problem areas as family, financial, legal, emotional and substance abuse.

An employee shall be required to undergo drug and/or alcohol testing if the Supervisor believes there is probable cause which must be supported by a signed affidavit and a signed affidavit from another Supervisor attesting to their beliefs. Testing will only then be ordered by an officer of the rank of Captain or higher. Whenever an employee is required to undergo testing the Union President, or member of the executive board, shall accompany the employee.

Should the employee test positive for legal substances [i.e., alcohol or prescribed medication] the employee shall be required to be evaluated by an Employee Assistance Program counselor and successfully complete the prescribed course of treatment, if needed. Any further disciplinary action will be held in abeyance pending the counselor's recommendations. If a treatment program is required, the employee shall be required to complete treatment and attend support group meetings at least once per week for 52 weeks which must be verified in writing.

The employee will also be subject to random testing for one [1] year. Failure to comply with any of the above conditions, or testing positive a second time, during the first year of after care, shall result in termination.

Should an employee test positive for illegal substances, he shall be terminated.

Should an employee test positive for legal substances or alcohol a second time, after having one opportunity for rehabilitation, he/she shall be terminated. Self referrals to the Employee Assistance Program shall not count against the employee.

Refusal to submit to testing shall result in termination.

All testing shall be conducted in a manner that will ensure that the chain of custody has been maintained. All initial positive drug tests shall be verified by a confirming second test. There shall also be a split sample available for further verification by another laboratory under the chain of custody. All tests must be positive for a finding of a "positive". Any finding of a "negative", during any of the process, shall clear the employee.

Any disciplinary action taken under this Article, including termination, shall be in accordance with Article 11, providing, that due process is adhered to and all tests indicate "positive" findings.

Section 28.2 Drug and Alcohol Testing

Random Drug and Alcohol Testing

A. Scope and Overview

In order to promote public safety, the Town of Stratford (herein Employer) tests certain Employees for the use of illegal drugs (contraband) and controlled substances (herein "Drugs") and alcohol on a random basis and upon reasonable suspicion that an Employee is currently engaging in or is under the influence of drugs or alcohol which could compromise job performance or safety, subject to a complex scheme of procedural safeguards. These policies and guidelines are formulated to protect the safety and security of the public, employees, facilities, and Town assets.

- B. All Employees will be subject to a random drug and alcohol testing program. Employees are subject at any time to random drug and alcohol testing while on

duty. When notified an Employee will proceed immediately to the collection site, escorted by the Chief or his designee. The probability of being randomly selected in the future is not changed by prior random selections. The random test rate will be 30% of the bargaining unit for each Fiscal year. An Employee may be tested multiple times, or not at all, during any given year.

All Employees are prohibited from the use of illegal drugs (contraband) at any time on or off duty.

The following drugs or derivatives are prohibited:

Drugs whose possession or use in any amounts is illegal and cannot be prescribed by a physician hereafter referred to as contraband

Employees shall also be tested for abuse of prescription drugs.

Employees shall also be tested for alcohol use.

C. Prohibited Behavior

1. **Drugs.** An Employee shall not report for duty or remain on duty requiring the performance of police functions when he/she uses any drugs, except when the use is pursuant to the instructions of a physician who has advised the Employee that the substance does not adversely affect the Employee's ability to perform police activities.
2. **Alcohol.** An Employee shall not report for duty or remain on duty when he/she uses or is under the influence of alcohol.
3. **Refusal to Submit.** "Refusal to Submit" to a drug test is prohibited behavior. Behavior that constitutes "Refusal to Submit" includes:
 - A. Direct refusal to take a drug or alcohol test.
 - B. Refusal to provide sufficient quantity of urine within the time limit under the current procedures. (The quantity of urine is 45 ml., and the time limit is three (3) hours.)
 - C. Failure to provide an adequate amount of saliva or breath for any alcohol test.
 - D. Tampering with or attempting to adulterate the specimen.
 - E. Engaging in conduct that obstructs the collection and testing process.
 - F. Refusing to accompany the department superior or failing to report directly to the collection site after notification.

A "refusal to submit" is equivalent to a positive test result for that test.

D. Collection Procedures

This Drug Testing Program will utilize an off-site collection facility.

DRUG COLLECTION PROCEDURES

Upon notification during work hours, the Employee will be required to proceed to the assigned collection site without delay and with appropriate identification. (DOT approved collection procedures will be used to collect urine specimens for drug tests.) As required or permitted in certain specific situations relating to issues such as suspected adulteration, specific gravity and creatine level outside of a specified range, temperature outside of an acceptable range, etc., a directly observed collection by a same sex collector will be required.

Certain situations may require that a specimen be discarded and a new collection may be initiated. During the collection process, Employees may only consume fluids in permitted quantities.

Split Specimen Collections

Following approved procedures, urine collections will be based on the current split specimen requirement. This requirement provides an additional level of protection for a Employee.

ALCOHOL COLLECTION PROCEDURES

Alcohol tests may be conducted by the use of an initial screen (non-evidentiary test) and if the presence of alcohol is detected, the confirmation test will be conducted on an Evidentiary Breath Testing unit (E.B.T.). In the absence of a non-evidentiary test, the screening test will be conducted on an E.B.T. DOT approved collection procedures will be used to perform alcohol testing.

E. Testing Process Integrity, Safeguarding the Validity of the Test Results, and Ensuring that Test Results are Attributed to the Correct Individual.

Drug and alcohol testing procedures used as a part of this program that provide security and integrity in the testing process mirror the requirements in the mandatory DOT drug testing program. Reference to the DOT program in this policy reflects those procedures, and shall not change unless mutually agreed upon by the Union and the Town.

Drugs

The actual drug testing analysis will be conducted only at laboratories that are certified by the United States Department of Health and Human Services. Employer and vendors utilized in connection with drug testing, will comply with all DOT regulations intended to ensure the accuracy and confidentiality of test results and the fair and respectful treatment of persons being tested. There are various testing result thresholds for the presence of drugs before they will be reported as a presumed positive to the Medical Review Officer (MRO).

A urine specimen which is identified as positive on an initial test will be confirmed using gas chromatography/mass spectrometry techniques before results are sent by the laboratory to the MRO.

Foley Laboratory Services, Inc. send known specimens to the laboratories used in a "Blind Specimen" program to periodically test the integrity of the laboratory. These blind specimens are both known positives, and known negatives.

Individuals tested are in direct visual contact with their specimen until the collection process is complete. There are tamperproof seals on the collection containers, initialed by the donor, and the specimens are sealed in tamperproof containers with chain of custody paperwork.

There is a rigorous "chain of custody" process that directly follows a specimen from initial collection through final testing. If there are unrecoverable irregularities in this process, the test is declared a "broken chain of custody" and it is canceled.

All individuals who are tested must be identified via picture identification or by authorized Employer personnel to assure that the individuals tested are the correct individuals. Social security or employee number is used to track the identification process.

Alcohol

The actual alcohol testing analysis will be conducted only at laboratories that are certified by the United States Department of Health and Human Services. Alcohol testing conducted using an Evidentiary Breath Testing unit (E.B.T.) will be conducted by a Breath Alcohol Technician. Employer and vendors utilized in connection with alcohol testing, will comply with all DOT regulations intended to ensure the accuracy and confidentiality of test results and the fair and respectful treatment of persons being tested.

F. Opportunity For a Re-Test

A request for a re-test will not delay any administrative actions.

After a positive drug or alcohol test result, there is no opportunity to have a second collection that negates the first positive test result.

Drugs

If an Employee has a positive drug test result after Medical Review Officer (MRO) review, the Employee will have the option to have the split specimen portion retested at any DHHS certified laboratory of the Employee's choice. This option cannot be selected after 72 hours from the time of notification by the MRO, unless there is significant reason acceptable to the MRO.

If this option is selected, Employee must verbally notify Foley Laboratory Services or the MRO for the request of the re-test and send written notification to Foley Laboratories Services with a statement testifying the Employee's choice of another DHHS certified laboratory. The Employee must provide a copy of this request to the Employer's Drug Program Manager.

The thresholds of reconfirmation of the presence of a prohibited substance will be as mandated by the DOT.

G. Medical Review Officer for Drug Test Results

The program will utilize a MRO, a licensed physician (medical doctor or doctor of osteopathy) who has appropriate knowledge and medical training to interpret and evaluate an individual's initial confirmed positive test result together with his or her medical history and any other relevant biomedical information. The MRO's responsibility will include providing a review of the laboratory's "chain of custody" documentation to ensure that it has properly traced the handling and storage of the urine specimens.

Before determining that an initial presumed positive test result is a Final positive, a canceled test, or a negative test result, the MRO will rule out alternate medical explanations through reviewing the tested individual's medical records, and will give the individual an opportunity to discuss the test result. At the time of testing the Employee shall provide the department with a phone number or contact location where he/she can be contacted over the next seventy-two (72) hours in the event the MRO needs to contact the Employee.

It is the Employee's responsibility to contact the MRO within 24 hours upon receiving a message from the MRO to return a telephone call. Upon notification of the Employee by the Employer that the Employee must contact the MRO, the Employee must contact the MRO within 24 hours.

Failure of the Employee to contact the MRO within this time frame will result in a Final determination of the result of the presumed positive drug test result without input from the Employee.

H. Final Test Result

A positive drug test result is final after an individual with a positive drug test result either: (1) does not request a Split Specimen Re-test within the time frame allowed, or (2) the requested re-test reconfirms the positive result (0.02 BAC or greater).

A positive alcohol test result (0.02 BAC or greater) is final after confirmed by a Evidentiary Breath Testing unit (E.B.T.)

I. Records

All drug and alcohol testing and related medical records and information will be maintained by The Human Resources Department, in a confidential manner as medical files. Each Employee will have the right to have a copy of his/her drug or alcohol test result upon written request and the Employee shall be notified prior to the disclosure of their drug or alcohol testing or related medical records. This provision does not apply to discharge and termination hearings.

J. Identity of Contact Person

The individual that may be contacted regarding this program is the Director of Human Resources, who is also the Drug Program Manager.

K. Consequences for Use of Illegal Drugs (Contraband) (Termination After First Positive)

In the event of a positive drug test result (after MRO review, but before a re-test of the split sample, if any) the Employee will be suspended from duty with pay.

On a final positive drug test result, the Employee will be deemed unqualified to perform his/her job. Upon a finding of a positive drug test of the split sample, an Employee shall be subject to suspension without pay (back-dated to the date of the initial positive notification) and termination.

Any termination will be subject to the requirements of Article 11 - Discipline. Any pay adjustments will be subtracted from the final paycheck if necessary.

L. Consequences for Abuse of Legal Drugs

Any Employee who is found to be abusing prescription drugs, (drugs that can be prescribed by a physician), shall have one opportunity for rehabilitation, per Article 28, Section 1.

M. Financial Issues for the Employee

If the Employee requests a re-test of the split portion of the drug test urine collection, it will be at the Town of Stratford's expense.

If an individual needs to get a medical opinion in a shy bladder situation, the expense of this required activity is at the expense of the Town.

**Article 29
Miscellaneous**

Section 29.1

Dispatchers shall be considered as civilian and not uniformed employees, and shall not be required in any way to service or move any technical equipment. They shall be required to undertake the work of dispatchers only. All dispatchers shall be required to maintain a neat and clean work area. No dispatcher shall be required to do custodial work but shall be required to keep the Dispatch Center and their console free of clutter and general uncleanliness.

Section 29.2

Uniformed personnel shall not be permitted in the work area to do Bargaining Unit work but Supervisory employees shall have the right to undertake Bargaining Unit work in an emergency to be defined as those times when the shortage of staff threatens the safe and continuing operation of dispatching and when no regular full time dispatchers can be secured through the Call Back Provisions of the Addendum.

Section 29.3

The parties agree that part-time dispatchers shall undertake all aspects of work required of full-time dispatchers.

Section 29.4

Dispatchers shall have the right to eat meals outside their work areas but within the Dispatch Center offices, in the Fire Headquarters. If while a dispatcher on a given shift is away from the work area eating a meal, the dispatcher at the workstation shall have the right to summon the dispatcher on meal time back to duty if in his/her judgment he/she needs help.

Section 29.5

The CTO, as selected by the Department Head, shall be paid an additional five dollars (\$5.00) per hour of premium pay while doing training. The \$5.00 premium pay shall be added to trainer's hourly rate if training during his/her regular shift. The \$5.00 premium

pay shall also be added to the trainer's rate of time and one-half (1.5X) the trainer's regular rate if the trainer is training outside his/her regular shift. The Department Head may rotate CTO's.

Section 29.6

The Town shall provide one locker per shift for storage of personal items.

Section 29.7

The Town shall have the right to appoint part-time dispatchers to cover the absence of a regular full-time dispatcher beyond the first two (2) weeks of the Leave of Absence of such regular full-time dispatcher provided, however, if no part-time employee is available to accept the assignment, then the system of Callback provided in Article 8 shall continue.

Section 29.8

The Town shall provide full-time dispatchers with an annual clothing allowance of \$300.00 to purchase apparel approved by management to conform with policy from the vendor New England Uniform. The vendor shall bill the Town directly for all purchases made by the employee within the annual clothing allowance. Any purchase made by a dispatcher above the allowance shall be paid for by the employee.

All newly hired employees shall receive the annual clothing allowance once training is complete.

Section 29.9

All mandatory training conducted off-duty shall be compensated at time and one-half (1-1/2) the dispatcher's normal rate of pay with a two (2) hour minimum. Shift differential shall not apply.

**Article 30
Duration of Agreement**

Section 30.1

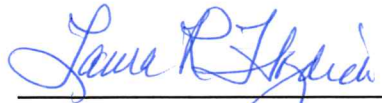
The provisions of this Agreement shall become effective July 1, 2021. This Agreement shall remain in full force and effect through the 30th day of June, 2025 and shall remain in effect thereafter for one year, unless written notice of termination or desire to modify is given by certified mail by either party to the other at least 60 days before the 1st day of March 2025. If this Agreement expires while negotiations for a new Agreement are underway, the terms of this Agreement shall remain in force.

In witness whereof, the parties hereunto have caused their names to be signed on

December 23, 2021

TOWN OF STRATFORD

UPSEU



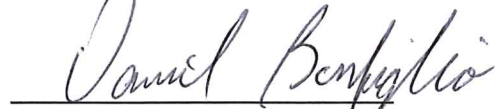
Laura R. Hoydick, Mayor



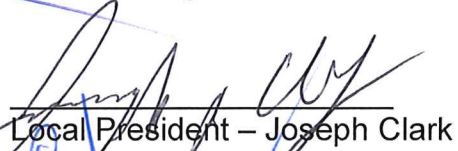
UPSEU President – Kevin Boyle



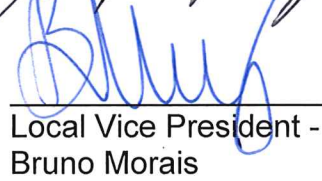
Ron Ing, Human Resources
Director



Labor Relations Representative –
Daniel Bonfiglio



Local President – Joseph Clark



Local Vice President -
Bruno Morais

APPENDIX A MEDICAL PLAN

Effective 07/01/2015	
High Deductible Health Plan	
HDHP - \$2,000 Single / \$4,000 Family with \$5/\$25/\$40 Drug Card	
Deductible	In-Network \$2,000 Single and \$4,000 Family
Coinsurance	0% after deductible
Maximum Coinsurance	\$3,000 Single and \$6,000 Family
Maximum Out of Pocket	\$5,000 Single and \$10,000 Family
Office Visit	In-Network Benefits 100% after Deductible
Preventive Visit	100% covered
Hospital	100% after Deductible
Out Patient Facility	100% after Deductible
Emergency Room	100% after Deductible
Urgent Care	100% after Deductible
Home Healthcare	300 visits (limited to 120 visits home health aid)
Physical Therapy / Occupational Therapy /Chiropratic	100% after deductible (75 visit maximum)
Speech Therapy	100% after deductible (90 visit maximum)
Allergy Injections	100% after deductible (80 injections for 3 years)
Diagnositc Testing	100% after Deductible
High Cost Diagnostic	100% after Deductible
Deductible	Out of Network \$2,000 Single and \$4,000 Family
Coinsurance	20% after deductible
Maximum Coinsurance	\$3,000 Single and \$6,000 Family
Maximum Out of Pocket	\$5,000 Single and \$10,000 Family
Retail Generic (30 day)	Prescription \$5 after deductible
Tier 1 Brand (30 day)	\$25 after deductible
Tier 2 Brand (30 day)	\$40 after deductible
Retail Generic (90 day)	\$10 after deductible
Tier 1 Brand (90 day)	\$50 after deductible
Tier 2 Brand (90 day)	\$80 after deductible

Clarification as to the above health plan summary: RX co-pays are effective on ratification.

**APPENDIX B
WAGE SCHEDULE**

Dispatcher - Pay Grade 8A

Annual	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Incr %</u>
7/1/2021	58,909.07	61,856.35	64,802.24	67,746.68	70,693.98	73,644.12	2.50%
7/1/2022	60,381.79	63,402.76	66,422.30	69,440.34	72,461.33	75,485.22	2.50%
7/1/2023	61,740.38	64,829.32	67,916.80	71,002.75	74,091.71	77,183.64	2.25%
7/1/2024	63,129.54	66,287.98	69,444.93	72,600.31	75,758.78	78,920.27	2.25%