TOWN OF SUFFIELD, CONNECTICUT

And

UPSEU

AGREEMENT

(CIVILIAN DISPATCHERS)

July 1, 2019 through June 30, 2022
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AGREEMENT

between

TOWN OF SUFFIELD, STATE OF CONNECTICUT

And

UPSEU

PREAMBLE

This Agreement entered into by and between the Town of Suffield, State of Connecticut, hereinafter referred to as the Town, and UPSEU hereinafter referred to as the Union, has as its purpose, the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

ARTICLE 1
RECOGNITION

The Town hereby recognizes the Union as the exclusive Collective Bargaining Agent, for the purpose of Collective Bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit consisting of all civilian dispatchers.

ARTICLE 2
DEFINITIONS

A Full-time employee is one who is on the full-time roster.

ARTICLE 3
NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination because of race, color, religion, age, sex, national origin, sexual orientation, gender identity or expression or other status protected by law.
ARTICLE 4
EMPLOYEE RIGHTS AND REPRESENTATION

4.1 Employees have and shall be protected in the exercise of the right without fear of penalty or reprisal to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of Union Officer or Representative.

ARTICLE 5
UNION SECURITY/DUES

5.1 All present employees and all employees hired after the date this Agreement is signed, shall become and remain members of the Union, (i.e., pay monthly dues and initiation fee) within thirty (30) calendar days after this Agreement is signed.

5.2 The Town agrees to deduct union membership dues once each month from the pay of those employees who individually and in writing authorize such deductions. The Town will remit once each month on or before the last day of the month in which such deductions are made, together with the list of employees from whose wages these sums have been deducted, a copy of said deductions to the treasurer of the Union. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees to hold the Town harmless from damages arising from the making of authorized deductions. These deductions will be made on the payday of each month as specified by the Town and agreed to by the Union.

ARTICLE 6
MANAGEMENT RIGHTS

6.1 Nothing herein contained shall be construed as limiting the right of the Town to manage or direct the working force, including: the right to hire, transfer, promote, suspend or discharge for just cause any employee in order to maintain discipline and efficiency; to relieve employees from duty because of lack of work or other causes deemed sufficient to the Town; to determine the methods, processes and means of operation, the schedules of work, methods or facilities; and to limit or curtail its operations unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority.

ARTICLE 7
NO STRIKE/NO LOCKOUT

7.1 The Union agrees that all employees included in this Agreement will not collectively, concertedly, or individually engage in or participate directly or indirectly, in any strike, sympathy strike, slowdown or stoppage during the term of this Agreement.
7.2   The Town agrees that it shall not lockout employees during the term of this Agreement.

ARTICLE 8
SENIORITY

8.1   Seniority shall commence upon the date that the employee begins as a full-time or permanent part-time paid employee of the Town. The employee's earned seniority shall not be lost because of absence due to illness, pregnancy, maternity leave, bereavement, jury duty, personal leave or authorized leave or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leave of absence or layoff, but such rights will not be lost by the employee because of such leave.

8.2   All other factors being equal, seniority will be used to determine transfers or promotions of any of the employees. Other factors are defined to include qualifications and competence to perform the work.

8.3   New employees to the Civilian Dispatchers union shall be considered probationary during their first twelve (12) months of employment, such probationary period to commence on the date the dispatcher is released from training. During such probationary period, the employee shall not attain seniority rights under this Agreement, and such probationary employee will be subject to discharge by the Town, without access to the Grievance Procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

New hires who are in the training period (typically eight weeks) shall be placed on the roster, provided however, that their work schedules shall only be adjusted to take advantage of training opportunities that are otherwise unavailable on their assigned shift, including but not limited to classes and shadowing.

8.4   When new dispatch positions are created or vacancies occur within the unit, the Town shall post the job title and job description for one (1) week and notify the Union Steward of such posting. Each employee shall have the opportunity to bid such opening(s), provided he/she is qualified. The senior qualified employee shall be awarded the bid. The Town shall not consider candidates from outside the bargaining unit until the above bidding process has been completed and there are no qualified bargaining unit members interested in such bid. The Town retains the right to fill positions from outside the unit if no qualified employee from within bids such opening, provided the candidate has satisfied all requirements of the Town and the State of Connecticut within one year of hire date.

8.5   In the event there is a reduction in or a proposed reduction in the number of employees or work hours, the principle of seniority shall be applied. The employee with the least seniority shall be laid off first probationary before full-time. Full-time employees may elect to bump part-time employees. The Town shall notify the Union Steward as soon as possible, but
in no event less than forty-eight (48) hours, prior to the time in which the layoff is to be effective. The Town shall notify the least senior employee within the affected job title at least fourteen (14) calendar days before the effective date of the layoff.

8.6 Employees who are laid off under this Article shall have recall rights as follows:

a. The affected employee shall notify the Chief or designee in writing at the time of layoff that he/she requests placement on a recall list.

b. For a period of twelve (12) months, the affected employee shall have the right to be recalled to the status from which he/she was laid off, if a position should become vacant or be reinstated. Employees must obtain all re-certifications within 90 calendar days of recall.

c. No person shall be newly employed until all persons on the recall list have been notified by certified mail, and such persons either are offered reemployment, or declined such reemployment offer. An employee who declines an offer of reemployment shall forfeit recall rights. If a person on recall fails to respond to a certified letter notifying the employee of a recall opportunity within five (5) days of receipt, the employee shall lose recall rights.

8.7 Employees whose names are on the recall list and have exhausted all unemployment benefits will be notified of opportunities for employment. No new employee shall be hired for positions until all employees on the recall list have had an opportunity to decline such employment subject to the terms of Section 8.6c. Such employment shall not constitute recall, and refusal of such employment will not affect recall rights subject to Section 8.6b.

ARTICLE 9  
HOURS OF WORK AND OVERTIME

9.1 A. Hours of Work

1. Full time Civilian Dispatcher employees shall work a 5-2 schedule, five (5) days on and two (2) days off, eight hours per day, with one half (1/2) hour paid lunch (Appendix B). All dispatchers shall take their lunch on the premises, except with the permission of the Shift Supervisor. Effective January 1, 2021, the schedule shall be 5/2, 4/2, with one week of five consecutive days on with two consecutive days off, followed by one week of four consecutive days on with two consecutive days off. Shifts shall remain eight (8) hours.

2. Full time dispatchers shall bid their shifts by seniority as follows:

First Shift 7:00 am to 3:00 pm
Second Shift 3:00 pm to 11:00 pm
Third Shift 11:00 pm to 7:00 am
Swing Shift (see schedule)

The bid shift shall be on a thirteen (13) week cycle.

3. The Chief of Police or his designee shall prepare and post the work roster at least four (4) weeks in advance.

4. Civilian Dispatchers may swap shifts on a limited basis by obtaining prior approval of the Chief of Police or his designee, and such approval shall not be unreasonably denied provided that Civilian Dispatchers comply with the following:
   a. Employees shall request permission forty-eight (48) hours prior to the swap unless an emergency situation occurs.
   b. Shift swapping shall not be utilized to avoid the use of sick time if an employee is sick.
   c. There shall be no financial burden placed on the Town as a result of a swap.
   d. At the time of the request of permission to swap, both of the shifts to be exchanged shall be identified.
   e. The swap shall be completed within a thirteen (13) week period.
   f. Shift swapping shall be entirely voluntary between employees, and management shall be under no obligations to facilitate such an exchange.
   g. Employees shall not exchange shifts in order to make assignment swaps on a continued basis or to avoid assigned shifts.

9.1 B. Overtime

1. Full time Civilian Dispatchers shall receive one and one half (1 1/2) times their regular hourly rate when they work in excess of eight (8) hours in one day or all hours in excess of their regularly scheduled work week.

2. Except in cases of emergency, supervisors and/or senior officers shall make every reasonable effort not to require a dispatcher to work beyond a sixteen (16) hour shift and to ensure a minimum of eight (8) hours rest between shifts.

3. Part time Civilian Dispatchers shall not be paid holidays, except as outlined below, or vacation time. However, part time Civilian Dispatchers shall be paid in accordance with the contract, including step increases where applicable.

4. Part time Civilian Dispatchers shall be paid time and one half for actually working Thanksgiving Day, Christmas Day, New Year's Day, Labor Day, Memorial Day and Presidents Day. All other worked holidays shall be paid at straight time.
5. Full time Civilian Dispatchers will be first offered shift vacancies resulting from the absence of full time Civilian Dispatchers on vacation or personal leave, and any extra dispatcher scheduled due to weather or extra patrol for a grant or checkpoint detail.

6. Part time Civilian Dispatchers will be first offered shift vacancies resulting from all other absences due to including but not limited to sick leave, holidays, full-time dispatchers attending training courses or on extended leaves of absence, and the use of compensatory time by full-time dispatchers.

7. No non-bargaining unit employee shall be utilized unless all bargaining unit members are unavailable to fill said vacancies.

8. Vacancies will be filled in accordance with the provisions listed above and on the basis of rotating vacancies so that the work is distributed as evenly as possible. All vacancy shifts worked by full time and part time Civilian Dispatchers shall be documented by the Chief or his designee, said documentation to include refusals, order-ins and hours worked, refused or excused. Documentation shall be reset to zero after each thirteen (13) week bid cycle.

9. All other overtime or extra shifts not described above shall be evenly distributed and offered alternately to full and part time dispatchers, and shall be documented as outlined in the preceding paragraph.

10. Every reasonable effort will be made to not order in a dispatcher who is on a pre-approved leave.

9.1 C. Compensatory Time

1. Full time Civilian Dispatch employees may elect to take compensatory time off in lieu of overtime payment for any overtime hours worked in accordance with Section 9.1B.1 above, up to a maximum of 80 hours at any given time.

2. An employee wishing to utilize compensatory time shall submit a written request to the Chief of Police or his designee for the time off at least seventy-two (72) hours prior to the time period requested off.

3. Such request shall be approved or denied within eight (8) hours of the submission.

4. Short notice request (two (2) hours or less for use of compensatory time) shall be granted at the discretion of the shift supervisor. The seventy-two (72) hour advance notice may be waived at the reasonable discretion of the Chief of Police or his designee when a situation arises that is an EXTREME emergency
for which the employee was unable to plan or anticipate.

5. Police department management reserves the right to deny the request for use of compensatory time when it disrupts the operation of the department; when the time period cannot be replaced by employees, where it is anticipated that all workers will be needed to cover an ongoing or pending workload; when it creates either an undue financial burden on the Town or a scheduling conflict for the operations of the dispatcher center.

6. During the year, accrued compensatory time shall be used in a timely manner so as not to have an excessive amount to use prior to the end of the fiscal year. Compensatory time hours accrued but unable to be used by the end of the fiscal year shall be paid out at the rate of pay in which they were earned.

7. Civilian Dispatcher shift vacancies that occur as a result of the use of compensatory time - when so approved - shall first be offered to part time Civilian Dispatchers, as noted in Section 9.1 B.6 above. If the shift in question is refused, it shall then be offered to full time Civilian Dispatchers and the dispatch qualified Police Officers. If a full time Civilian Dispatcher elects to utilize compensatory time and the shift vacancy is not voluntarily filled by a part time Civilian Dispatcher or dispatch qualified Police Officer, then the Civilian Dispatcher requesting the day off shall be denied the day off and may be required to utilize other accrued time such as vacation days, personal days or a mutually agreed swap of shifts in accordance with Section 9.1. A.4. Utilization of compensatory time shall not result in an order-in for another full time Civilian Dispatcher.

9.2 Any Civilian Dispatch bargaining unit employee who is a member of the Suffield Volunteer Fire Department or Suffield Volunteer Ambulance Association shall be approved to stay on scene until the emergency situation is under control. A Civilian Dispatcher who is already at a fire scene when their shift starts at the dispatch center shall be allowed to remain on scene until released by the most senior Fire Officer.

9.3 In the event a management initiated police department meeting is held outside of scheduled working hours, Civilian Dispatchers shall be paid a minimum of two (2) hours for meetings lasting under two (2) hours and shall be paid a minimum of four (4) hours for meetings lasting over two (2) hours but less than four (4) hours.

ARTICLE 10
GRIEVANCE PROCEDURE

10.1 Purpose. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure employees' morale without impairing Town efficiency.
10.2 Definitions.
   a. A "Grievance" is any difference, dispute, or disagreement concerning wages, hours or working conditions.
   b. A "Grievant" may be the employee and/or Union.
   c. "Days" shall mean working days.

   STEP ONE. Any employee with a grievance and/or his Union Labor Representative shall submit the grievance in writing within ten (10) days of the date the alleged grievance occurred or is discovered, and the Police Chief or his designee shall submit his decision to the aggrieved employee within five (5) days of the receipt of the grievance.

   STEP TWO. If the employee or the Union is not satisfied with the decision rendered by the Police Chief or his/her designee, the employee or the Union shall submit the grievance in writing within five (5) days after receiving such decision, to the Police Commission who shall hear the grievance and render a written decision within five (5) days after the receipt of the grievance.

   STEP THREE. If the First Selectman or the Union is not satisfied with the decision rendered by the Police Commission, within five (5) days after receipt of that decision, the grievance may be submitted to the First Selectman, who shall render a written decision within five (5) days after receipt.

   STEP FOUR. If the Union is not satisfied with the decision rendered by the First Selectman, or the Police Commission, as the case may be, it may, within twenty (20) days after the receipt of that decision, submit the grievance to the Connecticut State Board of Mediation and Arbitration. The Arbitrator(s) shall have no power to add to or subtract from or modify in any way the terms of this Agreement. The cost of the arbitration shall be borne equally by both parties.

10.3 Mediation. The mediation services of the State Board of Mediation and Arbitration may be requested at any time by mutual agreement.

10.4 Recording of Minutes or Testimony. Either party shall have the right to employ a public stenographer or use a mechanical recording device at arbitration with advanced notice to the other party, provided however that the other party is entitled to receive a copy of the transcript at its expense if requested.

10.5 Meetings. If either of the parties related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps One, Two, and Three.

10.6 Employees and the Union shall have the right and choice of a representative whenever desired by either individual employees or the Union at their own expense. The Town shall have the right and choice of a representative whenever desired at its own expense. By mutual
agreement, the parties may agree to extend the time limits of this procedure. Absent an
extension, the failure by the Union to comply with the time limits of this procedure will result
in the grievance being resolved on the basis of the last response by the Town, and the failure
of the Town to comply with the time limits of this procedure entitles the Union to proceed to
the next step of the process or to accept the last response of the Town.

ARTICLE 11
DISCIPLINE

11.1 All disciplinary action shall be applied in a fair and equitable manner and shall be
consistent with the infraction for which disciplinary action is being applied. All suspensions
and discharges must be given in writing with reasons stated and a copy given to the employee
and the Union at the time of the suspension or, discharge. Depending on the offense,
disciplinary action may include, but not be limited to, documented verbal warning and/or
written warning, suspension without pay, and discharge. Progressive discipline shall be
applied when appropriate. No employee shall be discharged or suspended without just cause.
Disciplinary action normally shall follow in this order:

Documented Verbal warning
Written warning
Suspension without pay
Discharge

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

11.2 Each employee shall have the right to see and review his or her personnel file upon
request by appointment with the Director of Human Resources, the Town shall provide copies
of all materials in the file upon request of the employee. Employees may request that the
Town correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the
employee shall have the right to respond and it shall be made part of the file. No separate
active personnel file shall be maintained other than the one subject to employee inspection.

11.3 Each employee will be given copies of any evaluation reports placed in the employee's
personnel file.

11.4 All verbal and written warnings shall be removed from the records of the employee
one (1) year after the application of discipline and suspensions shall be removed two (2) years
after the application of discipline unless there is a pattern of repeated conduct.

11.5 Any employee who has been disciplined or discharged and is subsequently exonerated
shall be reinstated without prejudice or loss of seniority and compensated for any loss of
wages and benefits, unless otherwise ordered by an arbitrator.
ARTICLE 12
INSURANCE AND RETIREMENT BENEFITS

This article contains a description of various insurance benefits. It is agreed and understood that it is intended to be descriptive only and does not constitute actual insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurer(s). In the event of error or misstatement in this Agreement, the policies shall prevail.

12.1 **Eligibility.** The Town agrees to provide the following program of insurance for employees on the full-time roster and enrolled dependents, including coverage for dependents until age twenty-six (26) (dental coverage to age 23).

12.2 **Group Medical/Dental**

The following identifies the terms and conditions of the insurance plan.

a. **High Deductible Health Plan with Health Savings Account**

**HSA 1**

Health Savings Account $2,000/$4,000
Non-Gatekeeper

**In-Network**

$2,000/$4,000 Deductible – Plan Year
100% Co-insurance after deductible
$4,000/$8,000 Out of Pocket Maximum
$0 Wellness, deductible waived

**Out-of-Network**

$2,000/$4,000 Deductible
80/20% Co-insurance after deductible
$4,000/$8,000 Out of Pocket Maximum

**In-Network Prescription Benefits**

Rx $5/$30/$45 after deductible – unlimited max - (effective 7/1/2021)
Mail Order $5/$60/$90 after deductible
PS1 Platform

The Town will provide a wage deduction plan for each employee's contributions to the HSA account. The insurance deductions will be on a pre-tax basis in accordance with Section 125 of the IRS Code.

b. **Deductible Funding.** The Town shall contribute 40% of the deductible which shall be
deposited into the employee’s Health Savings Accounts in equal shares each year, with one half (1/2) being deposited on or about July 1 and one half (1/2) being deposited on or about January 1.

c. **Cost Savings Measures – (effective 7/1/2021)**

Accredo Specialty Pharmacy: Mandatory mail order for certain specialty drugs to treat cancer and diseases like Parkinson’s.

Care Management: Pre-certification required for inpatient admissions and certain outpatient procedures including outpatient surgery

ASH Medical Management: Authorization required after five visits for physical therapy, occupational therapy and chiropractic care (NOTE: this provision may only be implemented by the Town after all bargaining units approve it and all Town employees are subject to it).

d. **FLEX DENTAL:**

Flex Dental Plan shall consist of the following key provisions:

Deductible $50 Individual/$150 family (waived for preventive care. Applies to Type 11 basic care and Type 111 major care only)

Maximum $1000 per person/calendar year

Orthodontia Rider $1000 per lifetime maximum. Dependent Children (max. limit age 23)

e. **Life Insurance Policy Equal to $70,000 coverage (employee only).**

12.3 **Premium Cost Share Contribution**

Employees shall be required to pay the following percentages of the premium costs for the medical and dental insurance programs.

For the Health Savings Account Plan:

*July 1, 2019 through June 30, 2020* - fourteen percent (14%)

**RETOACTIVE** to *July 1, 2020 through June 30, 2021* - fifteen percent (15%)

*July 1, 2021 through June 30, 2022* - sixteen percent (16%)

Dental insurance:

*July 1, 2019 through June 30, 2020* - nineteen percent (19%)

**RETOACTIVE** to *July 1, 2020 through June 30, 2021* - twenty percent (20%)

*July 1, 2021 through June 30, 2022* - twenty-one percent (21%)
1% INCREASE IN PCS RETRO TO 7/1/20 SHALL BE DEDUCTED FROM RETRO WAGE INCREASES

12.4 The Town shall have the right to change insurance carriers and/or to self-insure, in whole or in part, to provide the insurance coverage set forth above, provided that the plan(s) that result from the change in carriers and/or self-insurance are substantially equivalent to the plan(s) described above, in terms of coverage, benefits and administration when viewed as a whole. The Town is free to select any reputable insurance carrier licensed to do business in the State of Connecticut and to advertise the plan to the marketplace periodically for competitive bid.

12.5 Insurance Waiver. Only employees who received the insurance waiver on June 15, 2007 will continue to be eligible for the insurance waiver option.

Employees may elect to waive all Medical and Dental coverage and in lieu thereof, to receive a payment of one thousand ($1,000.00) dollars for employee only plan; Two Thousand ($2,000.00) dollars for the employee plus one plan; and Three Thousand ($3,000.00) for family plan of three or more.

Payment to those employees waiving coverage will be made on a semi-annual basis on January 15th and June 15th by separate check. Notice of intent to elect the waiver must be filed by June 15th of the previous contract year. The waiver shall remain in effect until the employee files a written request for reinstatement of insurance at the time of open enrollment or due to a qualifying event causing a loss of other insurance coverage.

Where there is a change in employee's status such as, but not limited to, change in the spouse's employment or changes in a spouse's benefit program, the waiver may, by written notice to the Town be revoked. Upon receipt of revocation of the waiver, coverage by Cigna shall be subject to any regulations, including waiting periods, which may then be in effect. Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the employee and the Town so as to ensure that the pro-rated basis in Section b. was accurate.

Waivers under this section must be permitted by applicable insurance companies and policies.

12.6 The Town of Suffield shall make available a program of medical insurance for retirees that shall contain the same level of coverage and benefits as available to current employees, as may be amended from time to time in negotiations, except that in the case of HSA plans, the Town will fund the retiree's deductible at 35% during the period of retirement until the age of 65. Employees hired after May 9, 2019 shall receive 30% funding.

a. For those employees hired on or before June 30, 2007 who have reached fifteen (15)
years of service and age 55, or twenty-five (25) years of service regardless of age, the Town shall pay the full premium costs of the retiree and his/her legally married spouse for their natural life according to the following schedules:

**25 years and over of service - 100% paid**
**21-25 years of service - 75% paid**
**15-20 years of service - 65% paid**

b. Employees hired on or before June 30, 2007 with ten (10) years but less than twenty-five (25) years of service, and under the age of 55, may be carried on such policies for the same time period of eligibility of retiree (based on the above schedule). The retiree shall pay the full cost of his/her legally married spouse's coverage. This provision shall be effective only for employees who retire after July 1, 1998. When a retiree or spouse becomes eligible for Medicare, the employee or spouse must enroll in Medicare and the Town will provide Medicare Supplement Plan F with prescription coverage at $10/$20/$40 with the premium of such supplement shared in accordance with the above schedule.

c. For those employees hired on or after July 1, 2007 who have reached 25 years of accredited service and age 60, the Town shall pay 50% of the medical premium cost of the retiree and his/her legally married spouse; once eligible for Medicare, the Town will provide medical coverage secondary to Medicare as a so-called "Medicare Supplement Plan".

d. Any full-time employee who is retired from the Town because of a work-related disability shall be covered by the same insurance as other employees of the Town for himself/herself and dependents with the full cost of insurance being paid by the Town.

12.7 For all employees hired on or before July 1, 2014, the provision of an ordinance establishing a Pension Plan for Town employees, enacted by vote of the special town meeting for the Town of Suffield on June 29, 1961, are made part of this Agreement, together with such amendments to said ordinance as may have been made during the term of this Agreement, which shall include the latest pension amendment which provides for normal retirement at age fifty-five (55). The plan is amended further to require that all full time employees and regular part time employees who are hired after July 1, 2001 and prior to July 1, 2014 are required to become and remain participants in the Pension Plan as a condition of employment as long as they work 20 or more hours per week.

12.8 For all employees hired on or before July 1, 2014, the Town shall continue to make available a 457 Plan (DCP) to all full- and part-time bargaining unit employees. Additionally, the Town shall provide a fifty percent (50%) match on employee contributions. The Town's contributions shall be capped at a calendar year maximum of two percent (2%) of the employee's gross annual income, including overtime.

12.9 For employees hired on or after July 1, 2014 and who are scheduled to regularly work at least twenty (20) hours per week, such employees shall be eligible to participate in a Defined Contribution Plan (457b), with a mandatory contribution of 5.25% employee and
5.25% employer annual contribution. The Town will match any additional contribution by an employee up to 1.75 percent, for a total Town contribution not to exceed seven (7) percent.

12.10 Should any other bargaining unit employees (excluding Fire and Police personnel) receive an increase in the pension multiplier during the term of this agreement, the parties agree to re-open the contract for the sole purpose of negotiating over the pension plan. Negotiations, if necessary, shall follow all applicable State and Federal statutes including the right of either party to pursue binding arbitration over the pension plan.

12.11 The Town will furnish in a timely manner all employees with a copy of the above insurance and pension programs upon request.

12.12 If at any time during the term of this contract, the Town meets to discuss any changes in insurance and/or pension which affect members, the Union shall be advised and shall be given an opportunity to be present at any such discussion. There shall be no reduction in the benefit level unless through mutual agreement of the Town, and the Union.

ARTICLE 13
HOLIDAYS

13.1 Except for the terms set forth in Article 9, members of the bargaining unit shall be granted thirteen (13) paid holidays as follows:

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<th>Holiday</th>
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<tbody>
<tr>
<td>New Year's Day</td>
<td>Labor Day</td>
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<td>Martin Luther King</td>
<td>Columbus Day</td>
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<td>Presidents Day</td>
<td>Veterans Day</td>
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<td>Easter Sunday</td>
<td>Thanksgiving Day</td>
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<td>Memorial Day</td>
<td>the day after Thanksgiving</td>
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<td>Independence Day</td>
<td>Christmas Eve Day</td>
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<td></td>
<td>Christmas Day</td>
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13.2 For Civilian Dispatchers, the holiday shall be on the actual day that it occurs.

13.3 Whenever any of these holidays shall occur while an employee is out on sick leave, there will not be a charge to sick leave for that holiday.

13.4 When a holiday occurs during regular vacation, or regular day off, the employee shall be credited the holiday in addition to his vacation, or regular day off. Such holiday shall be paid or taken within ninety (90) days.

13.5 No accrued holidays may be carried over from one fiscal year to another. Those unused holidays which cannot be carried from one fiscal year to the next fiscal year shall be paid at the normal rate of pay.
13.6 For Civilian Dispatchers who wish to work the holiday:

a. Holidays earned between July 1 and February 1, the Civilian Dispatcher has ninety (90) days to use the holiday from when it was earned. Holidays earned between February 1 to May 1, the Civilian Dispatcher has sixty (60) days to use the holiday from when it was earned. All holidays must be used by May 1 with the exception of Memorial Day - which has to be used prior to the end of the fiscal year and Easter Sunday which has to be used prior to June 1st.

b. When a full-time Civilian Dispatcher voluntarily elects to work the holiday, the Civilian Dispatcher shall receive their normal rate of pay and another day off for the holiday worked. If the Civilian Dispatcher does not want to work the holiday, the Civilian Dispatcher must mark off the holiday no later than seven (7) days in advance. If a Civilian Dispatcher elects to take a holiday off and a part time Civilian Dispatcher is unable to fill the shift, then the scheduled Civilian Dispatcher shall be required to work the shift and shall be compensated at time and one-half (1 ½) hourly rate plus another day off to be used at a future date.

c. When a full-time Civilian Dispatcher is not regularly scheduled to work a holiday and does not work a holiday, he/she shall be given another day off with pay to be taken in accordance with 13.5b.

ARTICLE 14
VACATION LEAVE

14.1 Each full-time employee is entitled to paid vacation according to the following schedule:

<table>
<thead>
<tr>
<th>If you have:</th>
<th>You will be credited with the following vacation days annually:</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Six months to one year of service</td>
<td>5</td>
</tr>
<tr>
<td>1 year or more of service</td>
<td>10</td>
</tr>
<tr>
<td>4 years or more of service</td>
<td>15</td>
</tr>
<tr>
<td>7 years or more of service</td>
<td>20</td>
</tr>
<tr>
<td>16 or more years of service</td>
<td>21</td>
</tr>
<tr>
<td>17 or more years of service</td>
<td>22</td>
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<tr>
<td>18 or more years of service</td>
<td>23</td>
</tr>
<tr>
<td>19 or more years of service</td>
<td>24</td>
</tr>
<tr>
<td>20 or more years of service</td>
<td>25</td>
</tr>
</tbody>
</table>

*In the first year, one (1) week of earned vacation may be taken upon completion of the first six (6) months full-time service. The overall earned vacation for the first year of employment shall not exceed ten (10) days.
The date for determining length of service for vacation eligibility shall be the employee’s anniversary date, as outlined above.

The following employees shall not be entitled to vacation pay:

   a. Those discharged for just cause.
   
   b. Those laid off for lack of work who refuse to accept recall.
   
   c. Those on an unpaid leave of absence.

14.2 Employees may take their vacation leave throughout the calendar year. Vacations shall be scheduled with approval of the Police Chief or designee; in the event of conflict, seniority shall prevail. Employees may request to carryover a maximum of one week earned vacation time into the next fiscal year subject to the approval of the Police Chief. Such request shall not be unreasonably denied.

14.3 For the purpose of computing vacation leave, only dismissal and unpaid leave of absence of more than thirty (30) days will break the continuity of service; other leave will not deter vacation leave accrual during such leave. Vacation leave shall not be granted to employees with less than six (6) months service. However, upon completion of six (6) months service, employees shall have their accrual of such leave computed from the date of their original appointment.

14.4 In the event of an illness of a minimum of two (2) days during an employee’s vacation period, the employee shall be given the option of charging the sick days to his sick leave provided a doctor's certificate verifies such illness.

14.5 An employee leaving on vacation of more than four (4) consecutive days may be granted all pay due for that vacation time, provided he/she submits a request for such pay to the department head not less than ten (10) calendar days in advance of said vacation.

14.6 Employees who retire shall be entitled to use any accrued vacation leave to the effective date of their retirement, but any accrued vacation not so used shall not be forfeited.

14.7 Accrued vacation leave or authorized overtime for which payment is due shall be considered to be earned and payable upon death of any employee to such person or persons entitled by law to receive any compensation due such employee.

14.8 The Union and the Town agree that the system crediting employees with vacation leave on July 1 of each year based on years of service will cease effective July 1, 2021, when employees will accrue vacation leave based on date of hire only. On July 1, 2021, all bargaining unit employees will be credited with time earned between July 1, 2020 and June 30, 2021. On an employee’s next anniversary date of hire following July 1, 2021, she will receive a pro-rated amount of vacation leave accrued from July 1, 2021 to such anniversary date, and will receive a full year of accrued time on the following year’s anniversary date. It is
the intent of this provision that no employee will lose any accrued vacation time as a result of
the change from fiscal year accrual to anniversary year accrual.

ARTICLE 15
SICK LEAVE

15.1 An employee may be absent from work with pay during such period as actual illness
or injury prevents him/her from performing their duties. Each such absence must be supported
by a physician's statement if the absence exceeds four (4) days unless the illness or injury is of
such a nature that the department supervisor and/or the Human Resources Director waives the
furnishing of a physician's statement. An employee absent due to illness or injury shall notify
his/her supervisor within two hours of the regular starting time of the workday. Failure to do
so may result in denial of sick leave for the period of absence. An employee who is out on an
FMLA absence shall at their option be allowed to use any available sick time during such
absence.

During the first year of employment, full time employees shall be granted one sick day
for each month of service completed with a maximum of ten (10) days. Thereafter, effective
on the anniversary date of each year, full time employees shall be granted ten (10) sick days
per year, which shall not be carried over from one anniversary year to the next. Part time
employees are entitled to one hour of sick time for every forty hours worked.

The Town shall compensate each bargaining unit member for one-half of the sick days
authorized under this provision but not used by the end of their anniversary year.
Compensation shall be at the rate of pay in effect on the last day of the contract year when the
days were earned. Compensation shall be provided in a lump sum on the pay date following
fulltime anniversary date.

15.2 Short and Long Term Disability

a. All employees on the full time roster shall be covered by a Short Term
Disability (STD) and Long Term Disability (LTD) plan which shall be
administered by the Town and paid for by the employees. Payment shall be
made through payroll deductions upon the written authorization of each
employee on a form entitled "Authorization for Short Term Disability and
Long Term Disability Plan Premiums Deductions."

The parties agree, that just as Union dues or any agency fee are treated as a
condition of employment, the STD and LTD deductions also shall be treated as
a condition of employment.

Effective July 1, 1995, each employee shall be compensated a gross monthly
dollar amount, which amount shall be equal to the gross dollar amount of his
portion of the monthly premium for his coverage under this section. Since that
dollar amount shall be subject to state federal withholding, any difference
needed to pay the full premium amount shall be deducted from the remaining portion of the employee's paycheck.

If, as a result of tax law revisions, STD/LTD benefits become taxable income, despite the fact that the premiums are being paid through employee payroll deductions, then the parties agree to reopen the provisions regarding the method by which premiums are paid.

b. STD benefits shall be payable on the first day of a non-job-related injury or on the eighth day after the onset of an illness, whichever is applicable. Upon request of the department head, verification of such injury or illness shall be provided (in connection with sick pay or disability insurance benefits).

c. STD benefits shall continue for up to twenty-six (26) weeks for each separate occurrence of illness or injury per fiscal year. STD benefits shall consist of sixty percent (60%) of the employee's regular weekly wage.

d. STD benefits shall be supplemented by up to one hundred dollars ($100.00) per week, so long as the total of the STD benefits and the one hundred dollars ($100.00), or portion thereof, does not exceed the employee's regular weekly wage.

e. LTD benefits shall begin on the twenty-seventh (27th) week of payment of STD benefits (at which point STD benefits shall cease). LTD benefits shall consist of sixty percent (60%) of the employee's regular weekly wage (not to include scheduled overtime or other compensation). LTD benefits shall continue up until the date of eligibility for Social Security retirement benefits, or until the employee's Normal Retirement Date (or Early Retirement Date, if the employee elects an Early Retirement) under the Pension Plan, or until the employee receives a Disability Retirement under the Pension Plan, or until disallowed by the LTD policy, whichever occurs sooner.

f. It is agreed that STD and LTD benefits shall be payable and administered in accordance with the carrier's policy. There shall be no change in benefits payments made without prior negotiations with the Union. However, any administrative changes which do not significantly impact upon the employees shall not require prior negotiations with the Union.

g. (1) Employees shall receive credited service for Pension Plan purposes for any period of time in which they receive STD benefits, so long as they continue to make their pension contributions during such period. For purposes of calculating the average final compensation ("AFC") under the Pension Plan, the periods of time during which employees receive STD benefits shall be treated as though the employees were receiving their regular weekly wages under the wage appendices in this Agreement.
(2) Employees shall not receive credited service for Pension Plan purposes for any period of time in which they receive LTD benefits and such period of time shall not be used in calculating the employee's average final compensation.

(3) It is understood that once an employee satisfies the eligibility for benefits requirements under the pension plan or the LTD policy, benefits may be payable in accordance with said plan or policy regardless of whether actual employment is terminated.

h. The Town shall provide job security for each employee while that employee is on short-term disability and/or long-term disability for a period up to twelve (12) months or equal to the illness whichever is less.

i. The Town shall make reasonable efforts to encourage the short-term disability/long-term disability insurance carrier to provide payment within two (2) weeks. Both parties acknowledge that the payment schedule is subject to carrier approval.

15.3 Authorized absence under this Article will include the situation when a member of the employee's immediate family or household is so ill or injured as to require the employee's presence at home. If the Town believes this provision is being abused by an employee, the Town may require the employee to submit a certificate of such illness by a physician.

15.4 With regard to unused sick days, an employee who retires or resigns with no discipline pending at that time, shall receive a pro-rata portion of their unused sick days. Pay for such pro-rata benefit shall be calculated on the basis of one-twelfth (1/12) for each full month of service, in the fiscal year. The Town will pay such pro-rata benefit within thirty (30) calendar days after separation of employment.

ARTICLE 16
WAGES

16.1 All employees shall be paid in accordance with Appendices A and B, except any member advanced or promoted to a higher rate of pay shall be accelerated not less than one full step above the step which he/she occupied at the lower status.

New employees shall start at the first step. Except as provided for in Appendices A and B, each employee shall advance in the salary schedule as follows except for part-time Civilian Dispatchers whose advancement shall occur only when a part-time Civilian Dispatcher has reached the full-time equivalent of one year of full-time service, or 2080 hours.

<table>
<thead>
<tr>
<th>Start</th>
<th>Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>After one year</td>
<td>Step 2.</td>
</tr>
<tr>
<td>After two years</td>
<td>Step 3.</td>
</tr>
</tbody>
</table>
After three years Step 4.
After four years Step 5.
After five years Step 6.

16.2 Salaries for the positions covered by this contract are provided in Appendices A and B attached hereto.

16.3 The First Selectman reserves the right to maintain a weekly or biweekly pay schedule.

ARTICLE 17
WORKER’S COMPENSATION

17.1 Employees who are absent from work due to illness or accident for which they are entitled to compensation under the Worker's Compensation Act, shall not be charged sick time.

17.2 An employee who is entitled to compensation under the Worker's Compensation Act shall receive compensation from the Town in an amount which, when added to worker's compensation payments received, shall provide him/her with compensation equal to his/her regular pay for a period not to exceed nine (9) months. Said amount shall be adjusted for tax withholding so that the employee does not receive more than his/her regular rate of pay during this period.

17.3 Worker's compensation benefits are paid directly by the Town’s carrier.

ARTICLE 18
LEAVE PROVISIONS

18.1 Maternity Leave - Leave shall be granted in accordance with the Connecticut General Statutes with regard to disabilities due to pregnancies. Should the above cited law become invalid or unconstitutional for any reason the parties agree to renegotiate this section of the Agreement.

18.2 Personal Leave - The Town shall grant four (4) days of paid personal leave per anniversary year of employment to full-time employees.

Except in cases of emergency, a minimum of twenty-four (24) hours' notice must be given. These days are not cumulative and will not be charged to sick leave time or vacation time. The Town shall compensate each bargaining unit member for one-half (1/2) of the days authorized under this provision but not used by the employee during the calendar year based on their anniversary date of hire. The Town shall compensate each employee for the unused days in a lump sum check within thirty (30) days thereafter.

18.3 Bereavement Leave - In the event of the death of an employee’s Spouse, Father, Mother, Father-in-law, Mother-in-law, Sister, Brother, Child, Stepchild, Stepparent,
Stepsister, Stepbrother, Grandparents, Grandchild or any person of the immediate household regardless of relationship, an employee may have time off starting on the date of the death and continuing to the date of the funeral (not to exceed four days) without loss of regular pay. Permission shall be granted by the department head for time off with pay due to the death of all other family members, but such time off, if granted shall be limited to one day. Such days off shall not be charged to sick leave.

If the funeral of a member of the immediate family takes place further than two hundred fifty (250) miles from the employee's residence, he/she shall be granted an additional day off with pay, provided documentation substantiating the request is submitted to the Town. Acceptable documentation includes an obituary, travel tickets or a written statement by the employee.

18.4 **Jury Duty Leave** - Any employee called to jury duty shall be paid the difference between the employee's regular rate of pay and the fee received from serving as a juror. No employee shall receive more compensation than normally should have been received in a regular work week. An employee called to jury duty shall furnish the Town with a notice to service in evidence of attendance. The Town may request exclusion for any employee who received notification of jury duty.

18.5 **Military Leave** - Military leave shall be granted in accordance with state and federal law. Time on military leave shall be included in computing seniority earned in the Town's service. Copies of orders for active duty shall be supplied to the Town if requested.

18.6 **Leave of Absence** - An employee requesting leave of absence without pay may be granted the same at the discretion of the department head and/or Board of Selectman upon reasonable cause being given. Such leave shall not exceed six months.

During the first 90 days of such leave of absence, insurance benefits will remain in effect. During the remainder of the leave, the employee may continue in the group plans by paying the monthly premiums.

18.7 **Union Leave** -

(a) One (1) member of the Union may be designated to process grievances and such member shall be granted leave of duty with full pay while engaged in processing said grievance, at each step of the procedure through arbitration.

(b) One (1) member of the Union may be granted leave of absence from duty with full pay to attend annual conventions, or other Union business, but said employee shall not be granted or entitled to reimbursement by the Town for any expenses incurred in travel or otherwise. Such leave shall not exceed five (5) days per year.

(c) The Union shall have the right to have two (2) members of its negotiating committee present for all meetings. When such meetings take place during scheduled work hours they will be granted leave with full pay.
ARTICLE 19
GENERAL PROVISIONS

19.1 The Town agrees that it will not subcontract work for the purpose of laying off employees. Further, the Town will make every effort to recall employees from layoff whenever the duration and nature of the work being done makes it practical to do so.

19.2 The Town shall furnish the Union with an up-to-date list of employees annually on or about July 1. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

19.3 The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.

19.4 If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

19.5 There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be ratified by the Union membership and the Board of Selectmen.

19.6 If there is any previously adopted policy, rule or regulation of the Town which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.

19.7 When an employee is required to use his/her own motor vehicle to perform Police Department business, or attend conferences at the direction of the Chief of Police, he/she shall be reimbursed at the IRS rate.

19.8 The Union’s Labor Representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department. It is agreed that the Union’s Labor Representative will report to the department head before talking to bargaining unit members.

19.9 The Town shall provide bulletin board space for the Union located in the main designated areas for the posting of notices concerning the Union’s business and activities.

19.10 The Town of Suffield agrees to continue in force for the duration of this Agreement, for those benefits and privileges, previously granted to and enjoyed by the members of the Bargaining Unit but which may not be specifically mentioned herein.

19.11 a. Any employee who is required by the State or Police Department to attend any
training or conferences shall be reimbursed for the reasonable expenses associated with said training or conference.

b. The Town shall make reasonable efforts to offer at least sixteen (16) hours of training each fiscal year to each full time Civilian Dispatcher employee. Full time Civilian Dispatchers shall have the first preference for each opportunity. Additionally, if any other bargaining unit positions require training, the Town will provide such training.

19.12 When the Town creates a new classification or extensively changes an existing job, the Town shall establish appropriate pay rates for such new or changed classification. Any dispute that may arise as a result shall be resolved through the grievance and arbitration procedure of this Agreement.

19.13 The Town will reimburse full-time Civilian Dispatcher employees for tuition not to exceed $100 per credit, up to twelve (12) college credits per year. Employees are required to achieve a B grade or better for one hundred percent (100%) reimbursement, a C grade shall equal fifty percent (50%) reimbursement. Any grade below C shall be ineligible for reimbursement. All courses will be approved in advance by the Chief of Police and such approval shall not be unreasonably denied. All courses must be job-related and be a part of a course of studies leading to a Bachelor's degree.

19.14 Neither the Police Department management nor any Commission or Board shall officially recognize any charge or complaint that may be made by a member of the public against a bargaining unit member unless and until it is in writing, signed by the Complainant under oath. Such writing shall include a detailed description of the acts complained of and names and addresses of witnesses. The Union Labor Representative and the employee involved shall be informed of the complaint with a copy of said complaint to the employee and the Union Labor Representative. If any formal charges are to be made against the employee as a result of said charges, a hearing will be held before the Police Commission and the employee or the employee's representative shall have the right to cross-examine the accuser. Nothing herein is intended to preclude the Police Department from investigating claims against members of the bargaining unit consistent with its management rights and principles of just cause and due process.

19.15 An employee summoned, or required, while in an official capacity as a member of the Suffield Police Department to appear as a witness in court, whether on a criminal matter or at any official hearing conducted by the State Department of Motor Vehicles, Liquor Control Commission, or Department of Children and Families, who spends two (2) hours or less before such Agency, and is entitled to receive a State Witness Fee in an amount of not less than forty ($40.00) dollars, shall request and receive Payment of the witness fee, and shall not be compensated by the Town for the time so spent. Any employee so summoned or required, and who is not entitled by law to receive the above-mentioned witness fee, or, if so entitled, spends more than two (2) hours in a single appearance, before such agency shall be compensated by the Town for the entire time spent before summoning agency. Such compensation shall be at the rate of time and one-half.
19.16 When a dispatcher is assigned to train a new dispatcher, they will receive one (1) hour of pay at the overtime rate of time and one-half their regular hourly rate per training shift. Full-time employees may elect to receive an equivalent amount of compensatory time in lieu of the overtime payment.

ARTICLE 20
UNIFORMS, CLEANING, EQUIPMENT

20.1 Civilian Dispatchers shall be supplied with uniforms at no cost to the employee. The Civilian Dispatchers' uniforms are to consist of five (5) shirts, five (5) skirts and/or pants, one (1) long sleeved fleece and any other item required.

20.2 Uniforms and equipment provided by the Town to Civilian Dispatchers that becomes damaged or worn out in the line of duty, shall be replaced by the Town on a one-for-one basis, with the worn or damaged items turned in, if requested when the replacement is issued.

20.3 The Town shall provide a cleaning service for dress uniforms of all Civilian Dispatchers with the full cost of the service being paid by the Town.

ARTICLE 21
STUDENT INTERN PROGRAM

In order to encourage participation of students (and their peers) in Town activities, the Town and/or Police Department may continue its Student Intern Program. This program shall not result in any reduction in work hours for the members, nor will the work be considered "shared work" under the labor regulations.

ARTICLE 22
SAFETY AND HEALTH

The Town of Suffield will comply with occupational safety and health standards (OSHA) as promulgated under State of Connecticut Statutes, Chapter 571.

ARTICLE 23
DURATION

This Agreement shall become effective once ratified by both parties and shall remain in effect through June 30, 2022, and thereafter shall continue in effect from year to year except that it may be amended effective at the date of expiration by one party giving notice of its intention to amend the Agreement to the other party not later than one hundred and twenty (120) days prior to the expiration date. Within ten (10) days of receipt of such notice by either party, a conference shall be held between the Town and the Union for the purpose of considering such proposed amendment.
Signed this 14th day of December, 2020

FOR THE TOWN OF SUFFIELD

[Signature]
Melissa M. Mack
First Selectman

FOR UPSEU

[Signature]
Nick Fasano
Local Union President

[Lorraine Morelli
Local Union

Jeremy Powell
UPSEU Labor Representative

Kevin Byers
UPSEU President
### APPENDIX A

July 1, 2019-June 30, 2022  
CIVILIAN DISPATCHER UNION  
CONTRACT PAY SCHEDULE

<table>
<thead>
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<th>Pay Grade</th>
<th>1</th>
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<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
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<th>% Increase</th>
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<tr>
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<td>24.82</td>
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<td>27.22</td>
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<td>24.09</td>
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<th>2</th>
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### APPENDIX B

### WORK SCHEDULE

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APPENDIX C

TOWN OF SUFFIELD, CONNECTICUT

AUTHORIZATION FOR SHORT-TERM DISABILITY AND LONG-TERM DISABILITY PREMIUMS DEDUCTIONS

TO: THE TOWN OF SUFFIELD

I, the undersigned, hereby authorize you to deduct from my earnings once each month an amount necessary to pay the monthly premiums for the STD and LTD policies, in accordance with the collective bargaining agreement and as certified to you by the insurance carrier and to remit such amount to such carrier.

I understand that this wage deduction will remain in effect during my employment with the Town unless I request that it be discontinued, in which case I will be subject to the provisions of said collective bargaining agreement.

Date: ___________________ Signed: _________________________________

PLEASE PRINT THE FOLLOWING:

EMPLOYEE'S FULL NAME: __________________________________________

EMPLOYEE'S HOME ADDRESS: ______________________________________

DEPARTMENT: ___________________________________________________

JOB TITLE: _______________________________________________________

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