AGREEMENT

BETWEEN

THE TOWN OF VERNON

and

THE POLICE CIVILIAN EMPLOYEES
REPRESENTED BY UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA, U.E. 222, CONNECTICUT
INDEPENDENT LABOR UNION, CILU LOCAL #47

July 1, 2020 through June 30, 2023

ALPHABETICAL INDEX

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ARTICLE I - PREAMBLE

This Agreement between the TOWN OF VERNON (hereinafter "Town") and UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA, U.E. 222, CONNECTICUT INDEPENDENT LABOR UNION, CILU LOCAL #47 (hereinafter "Union") has as its purpose the promotion of harmonious relations between the Town and the Union and the establishment of an equitable and peaceful procedure for the negotiation of wages, hours and other conditions of employment.

ARTICLE II - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for all civilian employees of the Police Department who work more than one hundred-twenty (120) calendar days in any calendar year, including Police Records Clerks, Public Safety Telecommunicators, Supervisor of Police Records, and Evidence Technician, excluding the Secretary to the Chief and all others excluded by the Municipal Employees Relations Act.

ARTICLE III- NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination because of race, color, religion, age, sex or national origin.

ARTICLE IV - EMPLOYEE RIGHTS AND REPRESENTATION

Section A

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.

Section B - Union Security and Dues Deductions

The Town agrees to deduct dues from each paycheck of an amount specified by the Secretary Treasurer of the Union from the wages of all dues-paying members of the UE Local 222, CILU covered by this agreement. A signed card authorizing the deduction will be provided to the Finance Office, by the Union, on behalf of each employee for whom the deductions are made however, any individual employee may withdraw this assent by written communication to the Finance Office. The Town shall notify the Union of the assent withdrawal within 72 hours of receiving such notice.

The aggregate weekly dues remittance to the Union will be accompanied by a list of names and addresses of employees from whose wages dues deductions have been made, along with the amount deducted. The Town will send this remittance and itemized list to the Treasurer of UE Local 222 at least once monthly. If any bargaining unit member elects not to pay dues, the Union shall notify the Town, in writing, of said change within 72 hours. Any and all liability, whether financial or otherwise, stemming from, resulting from, or alleged result of the Union's failure to

provide such notification will be assigned, in its entirety and without the right of appeal, to the Union.

The Union shall, to the fullest extent of the law, indemnify and hold the Town harmless from any and all damages, costs, and expenses arising from the making of authorized deductions and or from compliance by the Town with the Union security provisions of this Section. Damages include, without limitation, consequential and incidental damages.

These deductions will be made on the same payday as specified by the Town and agreed to by the Union.

ARTICLE V - MANAGEMENT RIGHTS

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town, pursuant to any charter, general or special statute, ordinance, regulation or other lawful provision, over the complete operations, practices, procedures and regulations with respect to employees of the Police Department, shall remain solely and exclusively in the Town, including but not limited to the following: to determine the standards of services to be offered by Police Department employees; determine the standards of selection for employment in the Police Department; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations affecting working conditions not specifically covered by this Agreement; enforce them and from time to time change them, provided that the reasonableness of such newly issued or changed rules or regulations shall be subject to the grievance procedure; maintain the efficiency of government operations; determine duty assignments and the number of individuals needed for specific assignments and shifts; determine work schedules and hours of work; determine the methods, means and personnel by which the Police Department's operations are to be conducted; determine the content of job classifications; prepare and utilize forms necessary to operate the Police Department; exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its responsibilities to the citizens of Vernon.

ARTICLE VI - NO STRIKE

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. The Union further agrees that it shall make every effort to prevent such activities on the part of any employees covered by this Agreement.

ARTICLE VII – SENIORITY

Section A

Seniority, for the purpose of this Agreement, is defined as the total length of an employee's most recent period of continuous service with the Town. Employees' earned seniority will not be lost because of absence due to illness, disability, authorized leave, authorized absences or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leaves of absence or layoff, but such rights will not be lost by the employee unless such leave extends beyond one calendar year.

Section B

Initial decisions of transfers and promotions are made by management and are subject to the grievance procedure. All other factors being equal, seniority will be used to determine transfers or promotions, if any, of employees. Other factors are defined to include qualifications and competence to perform the work.

Section C

A Seniority list shall be furnished to the Union upon request no more than once each year, and unless mistakes are brought to the attention of the Chief of Police within sixty (60) days, the list shall be considered conclusive.

Section D

New Public Safety Telecommunicators shall be considered probationary during their first twelve (12) months of employment. All other employees shall be considered probationary during their first nine (9) calendar months of employment. During such probationary period, the employee shall not obtain seniority rights under this Agreement and such probationary employee will be subject to discharge by the Town without recourse of access to the grievance procedure of this Agreement. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

Section E

When the Town at its discretion decides to fill any position in the bargaining unit, the Town shall post the job for one (1) week. Whenever possible, such posting shall occur before the public is informed of the position. Each employee who is interested will have the opportunity to apply for said opening(s), providing he/she is qualified. The senior, most qualified, employee who applies shall be given first consideration. The Town retains the right to fill positions from outside the unit in the system.

Section F

For the purpose of layoff and recall, there shall be two (2) seniority groups, Police Records Clerks and Public Safety Telecommunicators.

Section G

In the event there is a reduction in, or a proposed reduction in, the number of employees or work hours, the employee with the least seniority in the job title affected will be laid off first. The Town shall notify the Union president as soon as practicable prior to the time in which the layoff or reduction is to be effective.

Section H

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

- 1. The affected employee at the time of layoff shall automatically be placed on a recall list for a period of eighteen (18) months; the affected employee shall have the right to recall to the job title from which he/she was laid off if a position should become vacant.
- 2. No person shall be newly employed until all qualified persons on the recall list have been notified and such persons either are offered reemployment or have declined a reemployment offer. An employee who declines an offer of reemployment shall forfeit all recall rights. Failure to make written response to a recall notice within ten (10) business days of receipt of said notice shall be deemed a refusal to accept reemployment. Notification of recall shall be made by registered or certified mail to the employee's address of record.

Section I

Employees whose names are on the recall list will be notified of opportunities for full-time or regular part-time employment within the bargaining unit.

Section J

The order of layoff for employees covered by this Agreement shall be within the job title as follows:

- 1. Probationary employees, part-time before full-time; and
- 2. Within job title, full-time employees with the least seniority first.

Section K

For the Police Records Supervisor only, classification seniority shall be used to determine

layoff and recall rights, overtime, transfers and promotions, and all other applicable benefits under this Contract.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section A

The purpose of the grievance procedure shall be to settle employee grievances on as low an administration level as possible.

Section B - Definition

A grievance for the purposes of this procedure shall be considered to be a grievant or union complaint concerned with:

- 1. Discharge, suspension or other disciplinary action.
 - 2. Interpretation and application of rules, regulations and policies of the Police Department.
 - 3. Matters relating to the interpretation and application of the Articles and Sections in this Agreement.

Section C - Procedure

- 1. Any employee may use this grievance procedure with or without Union assistance. Should a grievant process a grievance through one or more of the steps provided herein prior to seeking union aid, the Union may process the grievance from the next succeeding step following that which the employee has utilized,
- 2. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement. The Union shall be notified of any individually processed grievance resolution and may be present at any adjustment at the discretion of the grievant.

<u>Informal Step</u> - Any employee who has a grievance shall first bring the grievance to his/her immediate supervisor before processing the grievance at Step 1. The supervisor shall submit his/her decision within three (3) workdays of the initial presentation.

Step 1 - Any employee who has a grievance shall reduce the grievance to writing stating the Section or Sections of the contract alleged to be violated and the resolution sought and submit it within fifteen (15) calendar days of the decision at the informal step to the Chief of Police or his/her designee who shall use his/her best efforts to settle the dispute. The Chiefs decision shall be submitted in writing to the aggrieved employee and his/her representative, if he/she is represented, within ten (10) calendar days of receipt of the

grievance.

Step 2 - If the employee and his/her representative, if represented, are not satisfied with the decision rendered, he/she or his/her representative shall submit the grievance in writing to the Town Administrator or his/her designee within seven (7) calendar days. The Town Administrator or his/her designee shall, within twelve (12) calendar days of receipt of the grievance, submit his/her decision to the employee and his/her representative, if represented.

Step 3 - If the grievance shall not have been disposed of to the satisfaction of the aggrieved and if it concerns the interpretation or application of any of the provisions of this Agreement, either party may submit it to the Connecticut State Board of Medication and Arbitration within twelve (12) calendar days, with notice to the Town, and the decision rendered by the Arbitrator or Arbitrators shall be final and binding upon the parties. The Arbitrators) shall be bound by and shall apply only the terms of the Agreement and shall not add to, delete from or modify this Agreement in any way. The Arbitrator's decision shall be in writing and in accordance with the rules and regulations of the State Board of Mediation and Arbitration. The Arbitrator(s) shall arbitrate only one grievance at a time unless grievances arise directly out of the same incident. By mutual agreement the parties can submit a representative grievance to arbitration.

Section D - Mediation

The mediation services of the State Board of Mediation and Arbitration may be used in Step Three of negotiations provided both parties mutually agree on the desirability of this service.

Section E - Meetings

If either party related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled not later than five (5) days after receipt of request.

Section F - The Union as a Complainant

The Union shall be entitled to submit grievance in the name of the Union in the same manner as is provided herein for employees. The Town may also use the grievance and arbitration procedure.

Section G - Time Extensions

Time extensions beyond those stipulated in this procedure may be arrived at by mutual written agreement by the parties concerned.

Section H - Representation

Employees in the Union shall have the right and choice of representation whenever representation is desired by either individual employees or the Union. The Town shall have the right and choice of representation whenever desired.

Section I

A grievance which arises as a result of disciplinary action taken by the Town may be filed in accordance with this Agreement at the step next above where such action was taken.

Section J

When a person, during the grievance procedure, calls upon subpoenas or otherwise summons another employee to speak, testify or otherwise be present at any step of the grievance procedure, said cost and/or wages of said employee will not be paid by the Town. Wages will be paid for:

- 1. the aggrieved party at all times while on duty; and
- 2. one additional party while on duty, as required to appear.

ARTICLE IX – DISCIPLINE

Section A

All discipline must be for just cause and shall be given in writing with the reason stated and a copy provided to the employee and the Union at the time of the suspension or discharge. All disciplinary action may be appealed through the established grievance procedure of this Agreement.

Section B

- 1. The nature of disciplinary action shall, to as great of an extent as possible, be corrective rather than punitive. Discipline is intended to convey to an employee the seriousness of violations of work rules, unacceptable behavior or unacceptable performance. Disciplinary actions shall, except in serious cases, be based on increasingly emphatic actions intended to assist or guide an employee in correcting job related problems.
- 2. Discipline may include: verbal warnings, written warnings, suspension, transfer, demotion, probation or discharge. In serious cases, the first step of the disciplinary procedure shall be commensurate with the offense.

Section C

1. Each employee shall have the right to see and review his/her personnel file no more

than twice a year by appointment. The Town shall provide copies of all materials on file upon request of the employee. A reasonable charge may be applied for all copied materials. 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 in writing to all items in his/her personnel file. Such responses shall be made part of the file.

2. Viewing of personnel folders within the Vernon Police Department shall be limited to the Chief of Police, the Police Captain, the person assigned to administration, planning and training, and the Administrative Secretary to the Chief. Nothing in this Section shall be interpreted to restrict the rights specified in Article V of this Agreement.

Section D

Each employee shall be given copies of any evaluation reports placed in the employee's personnel file. Employees shall be required to sign for evaluations, whether they agree with the evaluation or not. This signature, however, shall only represent receipt of the evaluation form.

ARTICLE X – WAGES

Section A

Wage groups shall be as follows:

Group I	- Police Records Clerk
Group II	- Public Safety Telecommunicator
Group III	- Supervisor of Police Records
Group IV	- Evidence Technician

Section B

All members of the various classifications listed in the salary schedule of Appendix "A" shall be paid at a rate in accordance with the amount of service they have in that particular classification, except that any member advanced or promoted to a higher classification shall be paid that next highest rate of pay over that which he/she was receiving at the lower classification. Each employee shall advance in salary schedule as follows:

New hire	Start
First twelve (12) months	Step 1
After one (1) year	Step 2
After two (2) years	Step 3
After three (3) years	Step 4
After four (4) years	Step 5

Employees shall receive their increment on their anniversary date during the term of the contract.

The Chief of Police has the discretion to hire a new employee at any step on the salary schedule, provided that it is within one step of the least senior member in that classification.

Section C

1. The wages shall be as reflected in Appendix A as attached hereto for July 1, 2020 (1.95% increase); July 1, 2021 (1.95% increase); and July 1, 2022 (1.95% increase).

Police Records Clerks

A \$200 stipend will be payable to Police Records Clerks on or about December 1st of each year of the contract.

ARTICLE XI - HOURS OF WORK AND OVERTIME

Section A

- 1. Public Safety Telecommunicator employees shall work a forty (40) hour week. Public Safety Telecommunicators shall work five (5) days on and two (2) days off schedule, with a one-half (1/2) hour paid lunch. Public Safety Telecommunicators shall take their lunch on the premises, except with the permission of the shift supervisor.
- 2. Public Safety Telecommunicators shall bid their shifts by seniority as follows:

First shift: 7: 00 a.m. to 3:00 p.m.
Second shift 3:00 p.m. to 11:00 p.m.
Third shift: 11:00 p.m. to 7:00 a.m.

Relief shifts: The Chief may, at his/her discretion with two (2) weeks notice to the Union, change the starting and ending times of relief shifts. In emergency situations, the Chief may give as little notice as forty-eight (48) hours.

Police Records employees shall work a thirty-five (35) hour week and shall receive one (1) hour unpaid lunch period. The hours of work will be 7:00 a.m. to 3:00 p.m. and from 8:00 a.m. to 4:00 p.m. with the number of employees assigned to each shift determined by the Chief of Police or his designee. Seniority shall govern preference in shift assignment, except if only one employee is assigned to either shift. The hours of work for all part-time Police Records Clerk employees covered by the Agreement shall be scheduled at the discretion of the Chief of Police or his designee. If there are no part-time Police Records Clerk

employees available for work as a result of a vacancy or elimination of the position, the Chief of Police or his designee may allocate one Police Records Clerk employee to work from 9:00 a.m. to 5:00 p.m. Per the Memorandum of Understanding dated February 12, 2012, the parties agree that hours of work for one Police Records employee shall be increased to reflect an ending time of 1900 hours on Wednesday with that employee's work day being shortened an equal amount of hours at the end of their work day on Fridays or the last day of the work week in the case of holidays or vacation being taken at the end of the week. In the event an employee calls in sick on the last day of the week, the employee shall have the sick time prorated. It is not the intention of the parties for the affected employee to work more hours than currently contained in the contract. A copy of this Memorandum of Agreement is attached for historical record as Appendix C.

- 4. All employees shall receive one and one-half (1 ½) times their regular hourly rate for all work performed in excess of eight (8) hours in any day or forty (40) hours in any week, except Police Records Clerk and Supervisor of Police Records employees shall receive one and one half (1 ½) times their regularly hourly rate of pay for all work performed in excess of seven (7) hours in any day or thirty-five (35) hours in any week.
- Supervisor of Police Records shall work a thirty-five (35) hour week and shall receive a one (1) hour unpaid lunch period. The hours of work will be 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m., whichever is designated as more beneficial to the smooth running of the Records Department as determined by the Chief of Police or his/her designee.
- 6. Evidence Technician shall work a thirty-five (35) hour week, with a one (1) hour unpaid lunch period. The hours of work will be 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m., Wednesday 11:00 a.m. to 7:00 p.m., whichever is designated as more beneficial to the smooth running of the Records Department as determined by the Chief of Police or his/her designee. These hours may occasionally change based upon the needs of the Department as determined by the Chief of Police or his/her designee.
- In the event the Town elects to fill a vacancy on a shift by volunteers and cannot do so, the least senior employee, within their classification, on the shift going off duty will be held over for four (4) hours and the least senior employee on the oncoming shift will be called in early four (4) hours provided that no employee will be held over or called in early for more than one (1) day consecutively unless the employee is the only person scheduled to work the affected shift.
- 8. At the Chief's approval, or that of his designee, an employee assigned to records may postpone his or her lunch break until the end of his or her work day. Such schedule modification must be first approved in advance by the Police Record Clerk Supervisor. This language does not constitute approval of, or use of, "flex time,"

and a precedent shall not be established as such.

Section B

When an employee is called to work outside regularly scheduled working hours, there shall be a four (4) hour minimum pay.

Section C

- 1. If an employee works their sixth (6th) day, he/she shall be paid at time and one-half (1 1/2) his/her regular hourly rate. If an employee works on their seventh (7th) day, he/she shall be paid at two (2) times his/her hourly rate.
- 2. If the six (6th) or seventh (7th) day is also a holiday, the employee will be paid the higher of Article XIII-Holidays, Section C or overtime in Article XI, but not both.

Section D

Overtime work shall be divided equally as far as practicable by rotation on a seniority basis within the classification requiring overtime. Bargaining unit members shall be given preference for all overtime work.

Section E

Part-time employees will not be called to work overtime unless there are no full-time employees available from that division.

Section F

Any employee who does not avail himself/herself of the opportunity to work overtime will be charged on the overtime chart as though he/she had worked.

Section G

The overtime chart shall be made available for review by employees.

Section H

There will be no pyramiding of overtime.

ARTICLE XII – VACATION

Section A

Employees shall be granted time off with pay for vacation according to the following schedule:

After six (6) months to one (1) year	five (5) working days
After one (1) year to five years	ten (10) working days
After five (5) years to ten (10) years	fifteen (15) working days
After ten (10) years to fourteen (14) years	twenty (20) working days

An employee who has completed fifteen (15) years of service shall receive one (1) additional vacation day, plus one (1) additional day of vacation for each additional year of service beyond fifteen (15) years to a maximum of twenty-five (25) days per year.

1. Employees hired after June 30, 2012 will receive a maximum of twenty (20) vacation days per year. Employees hired after the date of signing of this contract shall accrue vacation time but may not use accrued vacation time for the first six (6) months of employment.

Section B

Seniority shall prevail in the selection of vacations for employees. Employees shall indicate their preference of vacation in accordance with departmental procedures. Employees not signing the vacation request list by the required time shall relinquish their right of seniority in selecting their vacation. Vacation schedules must have prior approval of the employee's immediate supervisor.

Section C

The vacation period shall be between July 1 and June 30 of each fiscal year and each employee shall be required to take their vacation during the fiscal year. An employee may petition to carry over unused vacation subject to the recommendation of the immediate supervisor and the approval of the Chief of Police. Eligible employees may carry over a maximum of five (5) earned vacation days from one year to the next and accumulate vacation leave up to the following maximum limits:

Up to but not including five (5) years of service.	15 davs
Five (5) years up to but not including twelve (12) years of service	.20 days
Over twelve (12) years of service	25 days

Section D

Vacation time shall be taken in increments of no less than one (1) hour, provided that no overtime will be required based on the work schedule in effect when the vacation request is made.

Section E

Part-time employees shall receive vacation benefits on a pro rata basis.

Section F

If an employee dies while employed by the Town, the Town shall pay the employee's estate the accumulated vacation days.

Section G

An employee who becomes ill on vacation leave may charge such illness to sick leave for any illness which exceeds three (3) days by filing a medical certificate with the Chief.

<u>ARTICLE XIII – HOLIDAYS</u>

Section A

The thirteen (13) days listed in this section shall be observed as paid holidays. Holidays shall be observed in accordance with the schedule observed by the Town of Vernon such that holidays falling on Saturday shall be observed preceding Friday and holidays falling on Sunday shall be observed on the following Monday, except for those holidays that shall be observed on the traditional day for Public Safety Telecommunicators as noted in the table:

	Public Safety Telecommunicators	Police Records Clerks
New Year's Day	January 1	Town observed
Martin Luther King, Jr. Day (Monday)	Town Observed	Town observed
Lincoln's Birthday	February 12	State observed
President's Day (Monday)	Town observed	Town observed
Good Friday or Yom Kippur	Traditional	Town observed
Memorial Day (Monday)	Town observed	Town observed
Independence Day	July 4	Town observed
Labor Day (Monday)	Town observed	Town observed
Columbus Day (Monday)	Town observed	Town observed
Veteran's Day	November 11	Town observed
Thanksgiving Day (Thursday)	Traditional	Town observed
Friday following Thanksgiving Day	Town observed	
Christmas Day	December 25	Town observed Town observed

Section B

Whenever said holiday shall fall during a paid sick leave or paid vacation of an employee, said holiday(s) shall not be charged against an employee's earned vacation time or sick leave.

Section C

An employee working on a holiday listed above shall receive one and one-half (1 1/2) times his/her regular rate for the hours so worked, and in addition, receive holiday pay based upon the employee's regular rate of pay and scheduled number of work hours. A Public Safety Telecommunicator working on Easter Sunday shall receive the wage benefits of this Section. If an employee is required to work on Thanksgiving Day or Christmas Day, he/she shall be paid at two (2) times his/her hourly rate, and in addition, receive holiday pay based on the employee's regular rate of pay and scheduled number of work hours.

Section D

Permanent, part-time employees shall receive holiday pay on a pro rata basis.

Section E

With the Chief's approval, the Evidence Technician shall be allowed to work, at straight time, the listed holidays and be given floating holidays instead.

Section F

Public Safety Telecommunicators

Public Safety Telecommunicators who work a holiday for which they are entitled to receive two and one-half (2 1/2) or three (3) times their pay, as the case may be, may choose to be paid eight (8) hours less on two (2) such holidays and take an additional day off with pay later in the year. The additional day off may not result in overtime or cause the Department to go below minimum manning. The two (2) days cannot be carried over from year to year. This agreement between the parties is on a trial basis for one (1) year only at a time to be decided between the parties. The Chief of Police can discontinue this agreement after the trial period at his discretion and the Union agrees that it may not grieve and/or arbitrate such decision.

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ARTICLE XIV - INSURANCE AND PENSION

Section A

1. Each employee shall contribute, on a pre-tax basis as a part of a Section 125 IRS Plan, the following premium share amounts, of the applicable premium rate, effective in listed year for the following coverages:

YEAR	HSA/HRA
July 1, 2020-June 30, 2021	13.0%
July 1, 2021-June 30, 2022	13.0%
July 1, 2022-June 30, 2023	14.0%

Each employee will pay the same percentage (%) of the dental premium share as they pay for the medical premium share.

- 2. The Town will provide for life and accidental death and dismemberment insurance in the amount of \$40,000/\$80,000 at no cost to the employee.
- 3. As a part of the health insurance package, the Town will provide Anthem Blue Cross/Blue Shield Full Service Dental Plan if the employee chooses. The employees will pay the same premium percentage co-pay for the dental plan as for the other health insurance plan.

Section B

The Town agrees to provide all permanent, part-time employees a pro rata share of the benefits specified in Article XIV, Section A based upon the number of hours worked.

Section C

The Town shall make available at applicable group rates for purchase by retired employee for themselves and their enrolled dependents, the following insurance:

- 1. Continue existing coverage specified in Article XIV, Section A if retired employee is less than age 65, unless retiring employee has other insurance options including from employer or spouse or until employee is eligible for Medicare.
- 2. Effective at the signing of this contract, the HMO option will no longer be available.

Employees who currently receive the HMO medical insurance, listed below, will be grandfathered and continue to receive said insurance. At any time these employees transfer to the Town's HRA, or obtain alternative coverage through a spouse, the HMO will no longer be available to them.

- Brian Smith
- LeAnne Mullen

YEAR	НМО
July 1, 2020-June 30, 2021	13.0%
July 1, 2021-June 30, 2022	13.0%
July 1, 2022-June 30, 2023	14.0%

Section D

It is agreed by the Town that when an employee terminates, he/she shall be allowed to continue to participate in the Town group insurance coverage as provided by applicable laws for which the employee shall pay the full cost at the group rate.

Section E

During the open enrollment period, any employee may voluntarily elect to waive, in writing, the coverages specified in Article XIV, Section A, and such employee or change of status or dependent of any of the grandfathered employees will receive the following waiver paid in two installments on or about October 1st and April 1st:

Waiver:

Single	\$1,000
Double	\$1,500
Family	\$2,000

Section F

The Town may, at its, discretion, change insurance carriers or self-insure provided the benefits are equal or better than those provided in Article XIV, Sections A and B.

- 1. Effective September 1, 2012 an employee may choose medical coverage through a Town sponsored Health Savings Account (HSA). The annual deductible shall be \$2,000 individual account / \$4,000 two person and family accounts. The deductible contribution to the HSA shall be as follows:
 - a. First Year: Town 50%/ Employee 50%
 - b. Second Year: Town 50%/ Employee 50%

c. Third Year: Town 50% / Employee 50%

Prescriptions: \$7 / \$15 / \$35 Mail Order: \$14 / \$30 / \$70

The Town's contribution to the annual deductible will be paid pro rata in a newly hired employee's first year of employment.

Section G

The provisions of the Town of Vernon Pension Plan as administered through the Travelers Companies, Group Annuity Contracts GR-467 and GR-14239, now The Prudential 16490, is hereby made part of this Agreement, including any plan amendments made by or on behalf of members of the Union, and excluding any plan amendments made by or on behalf of any other employee group.

The current pension plan shall be modified as follows, with all other provisions remaining as they are:

- 1. Effective July 1, 2002, the monthly benefit shall be 1.85% of average monthly earnings times years of service to a maximum of twenty-five (25) years.
- 2. Effective July 1, 2009, the monthly benefit shall be 2.0% of average monthly earnings times years of service to a maximum of twenty-five (25) years.
- 3. Contribution will be made pre-tax as soon as possible. Vesting 50% after five (5) years, 100% after ten (10) years of service.
- 4. Participant's average annual earnings means his highest average annual earnings received in the highest 60 consecutive months earnings computation period using the participant's period of employment.
- Employees who become members of the bargaining unit subsequent to June 30, 2012 are not eligible for the Defined Benefit Pension Plan set forth herein. Such employees will be automatically enrolled in the Town's Defined Contribution Plan (The Town plans to administer the Defined Contribution Plan as a 457(b) Plan.) provided an employee will have the option to opt out of the Plan. The Town will contribute two percent (2%) of the employee's base wages for all employees who elect to participate in such Defined Contribution Plan. If the employee contributes seven and one-half percent (7.5%) or more of his or her wages to such Defined Contribution Plan, the Town will contribute an additional two percent (2%) for a total contribution of four percent (4%) of the employee's annual base wages to the Plan. For employees hired after the date of signing of this agreement, there will be no payout of sick or vacation pay added to the defined contribution plan..

6. No employee hired prior to July 1, 2012 may participate in the Defined Contribution Plan as set forth herein.

<u>ARTICLE XV – PERFECT ATTENDANCE</u>

Section A

Each employee who works three (3) consecutive calendar months without the use of any sick time shall be entitled to one (1) perfect attendance day.

Any forty (40) hour per week employee who has three (3) months of continuous service who has not used more than seven (7) hours of sick time shall receive one (1) earned day.

Any thirty-five (35) hour per week employee who has three (3) months of continuous service who has not used more than six (6) hours of sick time shall receive one (1) earned day.

The total days that he/she may accumulate shall be four (4) in one (1) year and the employee must take this time within that year or it will be given back to the Town. The employee may take this time at his/her request with the approval of the Chief of Police.

Section B

Perfect attendance days may be used by mutual agreement between the employee and his/her supervisor. Agreement will not be unreasonably withheld. The employee must, however, utilize such days within one (1) year or the day will be given back to the Town.

Section C

Vacation, holidays, leave under Workers' Compensation and perfect attendance days shall not interrupt a consecutive calendar month worked.

ARTICLE XVI – SICK LEAVE

Section A

All employees will be granted leave of absence with pay to be deducted from his/her accumulated sick leave allowance:

- 1. for absence resulting from illness or injury except where directly traceable to employment with an employer other than the Town;
- 2. for medical, dental, or eye examination or treatment for which arrangements cannot be made outside of regular working hours;
- 3. when his/her presence on duty will expose others to a serious contagious disease, or if quarantined due to contagious disease of another person or persons: and,

- 4. in the event of critical illness or severe injury to a member of the employee's immediate family creating an emergency which requires the attendance or assistance of the employee (a medical certificate may be required after two (2) days).
- 5. In the event that an employee requests sick leave after commencing his/her shift, the employee will be paid for all hours worked and sick leave will be deducted in one (1) hour increments for the remainder of the shift.

Section B

Sick leave allowance shall be earned by each employee at the rate of one (1) day for each full calendar month of service. Such employee, upon hiring, shall receive a reserve of six (6) days of sick leave credit, any unused portion of which shall be added to any allowance earned during this Agreement.

1. The Chief of Police at his/her discretion may permit a police employee to donate sick days to a member of this bargaining unit who has exhausted all paid benefit times and has been employed by the Vernon Police Department for at least two (2) years. Donated sick time may only be used for disability or catastrophic illness. The decision by the Chief of Police whether to grant or deny such request is not subject to the grievance/arbitration provisions of the bargaining agreement between the parties. Any donated time remaining after an employee is eligible to return to work will be returned to the person that donated it.

Section C

Beginning 07/01/00 all unused sick leave may be accumulated beyond one hundred eighty (180) days. Sick days accumulated beyond one hundred eighty days (180) may be used by the employee for his or her own illness but will not be paid for or become the basis for compensation when the employee leaves the employ of Town of Vernon.

Section D

Sick leave earned in any month of service shall be available at any time during any subsequent month.

Section E

Sick leave shall continue to accumulate during leaves of absence with pay and during time an employee is on authorized sick leave or vacation time.

Section F

1. A doctor's certificate may be required for submission to the Chief of Police for

- a period of absence consisting of more than three (3) consecutive working days.
- 2. Nothing herein shall preclude the Chief of Police from requesting a doctor's certificate when the Chief of Police has a good faith reason to suspect an abuse of sick leave.
- 3. If sick leave is being abused as determined by the Chief of Police, the Chief of Police shall counsel the employee. If, after an employee is counseled, and abuse of sick leave continues, the employee will receive a written reprimand that will outline the disciplinary steps to be taken if further sick leave abuse continues. An employee may be required to provide a doctor's certificate to verify the legitimacy of illness for which sick leave is claimed for a period of one (1) year.
- 4. An employee will not be paid compensation for personal time used in obtaining doctor's certificates which are required pursuant to the provisions of this Section.

Section G

- 1. An employee, upon retirement or in the event of death, shall receive on the basis of his/her current wages, full compensation for any unused accumulated sick leave to a maximum of one hundred-eighty (180) days as severance pay.
- 2. An employee who terminates his/her employment with the Vernon Police Department in good standing shall be paid for fifty percent (50 %) of all sick time accumulated to a maximum of one hundred-eighty (180) days.
- 3. An employee who has completed twenty (20) years of service with the Vernon Police Department in good standing and terminates his/her employment or elects early retirement will be paid seventy-five percent (75%) of all sick time accumulated to a maximum of one hundred-eighty (180) days.
- 4. New employees hired after March 1, 1998, may accumulate up to ninety (90) sick days, and will be paid up to a maximum of thirty (30) days of accumulated leave at their current rate upon their (a) death; (b) retiring on his/her normal retirement date; or (c) after ten years of service and separation of employment with the Town of Vernon in good standing.

ARTICLE XVII- LEAVE PROVISIONS

Section A – Personal Leave

Each employee shall be entitled to four (4) days per fiscal year to be used to attend to any personal business the employee deems necessary. The employee may take this time at his/her request with approval of the Chief of Police or his/her designee. Such leave shall not be unreasonably denied and which must be taken in the year it is earned or it is lost, i.e. personal days

cannot be carried over year to year.

Section B – Bereavement Leave

- 1. Three (3) days for immediate family, including parent, sibling, spouse, child, mother-in-law or father-in-law, grandparents and grandchildren. Only one (1) day shall be available if the employee is not attending the funeral.
- 2. One (1) day for brother-in-law, sister-in-law, aunt, uncle, niece or nephew of the employee or the employee's spouse if the employee attends the funeral.

Section C - Union Leave

- 1. Two (2) members from different wage groups in the bargaining unit shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances when such meetings take place at a time during which such member is scheduled to be on duty, at each step of the grievance procedure through arbitration.
- 2. The Union shall have the right to have one (1) member per wage group as its negotiating committee present for all negotiation meetings. When such meetings take place at a time during which such member is scheduled to work, he/she will be granted leave from his/her duties with full pay for such meetings.
- 3. Union officers and/or delegates of the local Union shall be given time off to conduct union business and to attend officially sponsored meetings, conferences or conventions without the loss of pay, providing that at no time shall more than two (2) employees of the Department be granted this privilege without loss of pay, the total of which shall not exceed forty (40) hours during any year. The minimum allowance of time off for the purpose of this Section shall be three (3) hours. The Union agrees to give reasonable notice to the Town of intention to be absent from work and both parties agree that time off will be allowed only after considering the manpower needs of the Police Department.

Section D – Jury Leave

Any employee called to jury duty shall be paid the difference between the employee's regular base rate of pay and the fee received for serving as a juror. 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 has received notification of jury duty.

Section E – Military Leave

Military leave shall be granted, not to exceed two (2) weeks, to permanent employees when required to serve on active reserve or on National Guard duty. During this period, the

employee shall be paid the difference, if any, between his/her regular police pay and military pay. 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 department head.

Section F – Maternity Leave

Maternity leave shall be granted under FMLA. Employee must use all unused paid time, including vacation, sick and personal time, prior to taking any unpaid leave. However, if a full twelve (12) weeks of time is taken, an employee is not eligible to take vacation time for thirty (30) days upon return.

<u>ARTICLE XVIII – LONGEVITY</u>

Section A

All full-time employees shall receive longevity compensation once annually in the pay period containing the anniversary date of employment in the following amounts:

Years of Service	Longevity Compensatio		
Ten (10) years but less than fifteen (15) years	\$225.00		
Fifteen (15) years but less than twenty (20) years	\$300.00		
Twenty (20) years or more	\$375.00		

Section B

Longevity payments will be paid on the anniversary date. All regular part-time employees shall receive longevity compensation once annually on the first payday in December based on the preceding schedule on a pro rata basis.

ARTICLE XIX - WORKERS' COMPENSATION

Section A

Employees who are absent from duty due to illness or accident for which they are entitled to compensation under the Workers' Compensation Act shall not be charged sick time.

Section B

An employee who is entitled to compensation under the Workers' Compensation Act shall receive compensation from the Town in an amount which, when added to workers' compensation payments received, shall provide him/her with compensation equal to his/her regular pay for a period not to exceed six (6) months.

Section C

Said amount shall be payable by the Town at the time workers' compensation benefits are paid. The Town may, however, at its discretion pay an employee his/her full compensation from the date an injury or illness commenced, provided that the employee involved shall make the Town whole by endorsing over to the Town any workers' compensation checks he/she receives for which he/she has already received the money, provided further that if it is eventually determined that the employee is not entitled to workers' compensation benefits, the employee shall make the Town whole for all monies received.

ARTICLE XX – GENERAL PROVISIONS

Section A

The Town shall provide, upon employment, a copy of this Agreement to each new employee and, upon request, to each current employee. No employee, however, shall receive more than one (1) copy during the life of the Agreement.

Section B

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.

Section C

There shall be no alteration, variation or amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Nothing in this Section shall be considered to expand either party's legal obligation to commence midterm negotiations on any subject, whether or not it is covered by this Agreement.

Section D

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

Section E

When an employee is required to use his/her own motor vehicle to perform Town business, he/she shall be reimbursed at the applicable IRS mileage rate of reimbursement.

Section F

Any employee taking college and/or university course(s) which, in the judgment of the Chief of Police, directly relate to the current work assignments of the employee shall be eligible to be reimbursed for seventy-five percent (75 %) of the cost of the tuition and fees required for the course(s) up to an amount totaling, but not to exceed, \$1,000.00, and limited to undergraduate

course work only, provided that the college and/or university and the course(s) are approved in advance in writing by the Chief of Police and that employee receives a 2.0 grade point average or a grade of "C" or better in approved undergraduate course(s). Notification of intent to take such course(s) and requests for approval must be made with enough advance notice so that funds may be properly budgeted.

Section G

In the event that dispatching work is subcontracted, the Town shall notify the Union in advance of such change and negotiations will commence over the impact, if any, of the subcontracting.

Section H

Any employee who is required by the Town to attend any training or any conferences shall, with prior written approval of the Chief, be reimbursed for travel costs, seminar/conference costs, lodging and meals.

Section I

The Town and the Union shall cooperate in matters of safety, health and sanitation affecting the employees.

Section J

All employees shall be protected under the provisions of the Connecticut General Statutes Section 7-465, as it may be amended from time to time.

Section K

The Town reserves the right to have a bi-weekly payroll provided the Town provides 90-days notice. In the event such bi-weekly payroll is instituted, Credit Union deductions will also be made bi-weekly.

Section L

Any charge or complaint by a member of the public which is made against the bargaining unit employee will be investigated by the Chief of Police or his/her designee within twenty-four (24) hours, if possible, when presented in writing and sworn and signed by the complainant. If, after an investigation, the Chief or his/her designee determines that there is probable cause to the charge or complaint, the Union and the employee involved shall be apprised of the facts alleged and be given an opportunity to respond. Employees shall be entitled to all their rights under Article IX, Discipline, except under unusual circumstances.

Section M

- 1. Public Safety Telecommunicators shall receive a uniform clothing allowance of four hundred dollars (\$400.00) per year, beginning in year two (2) of the contract. Upon hire, an additional draw equal to two hundred dollars (\$200.00) will be granted a new Public Safety Telecommunicator to purchase required clothing.
- 2. The Town agrees to pay the cost of cleaning of uniforms for Public Safety Telecommunicators, not to exceed the following:
 - a. five (5) shirts per week;
 - b. two (2) pairs of trousers per week;
 - c. three (3) sweaters per year;

Section N – Bulletin Boards

- 1. The Town agrees to designate board space which may be used by the Union for the following notices:
 - a. notice of union meetings;
 - b. notices of local union elections and the results, where they pertain to the employees;
 - c. notices of union recreation and social events.
- 2. A copy of said notices shall be furnished to the Chief of Police Prior to posting.

Section O – Access to Premises

The Union's business representative may 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 or interrupt the performance of any employees.

Section P

Employees in the bargaining unit will be evaluated annually by the Chief of Police or his designee and such evaluation will not be used as the sole basis for disciplinary action toward the employer.

Section Q

Public Safety Telecommunicators may receive additional non-mandatory training at the discretion of the Chief of Police.

Section R

The Town reserves the right to require employees to take a drug/alcohol test, including a random test, in accordance with applicable Connecticut law. A refusal to take a test will be considered a positive result. A positive result will lead to discipline, up to and including termination.

ARTICLE XXI – DURATION

This Agreement shall be effective upon signing and shall continue and remain in full force and effect through June 30, 2023. Said Agreement shall automatically be renewed and shall continue in force and effect for additional periods of one (1) year unless either the Town or the Union, not later than January 1, 2023, gives written notice to the other of its desire to reopen this Agreement and to negotiate over the terms of a successor agreement.

Signed this <u>39 day of June</u> ,	2020 at	Vernon,	Connecticut.
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For the Town of Vernon

For the Union

Michael J. Purcaro Town Administrator

President

Sean O'Sullivan

U.E. 222, CILU Local #47, Union



SALARY TABLES

DAYS/ HRS/ DAYS/ USE PERIOD YEAR YEAR 5.00 1820.00 260.00 N		5.00 1820.00 260.00 N		5.00 2080.00 260.00 N		5.00 1820.00 260.00 N
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SALARY TABLES

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SALARY TABLES

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Appendix A



SALARY TABLES

TOWN OF VERNON

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Appendix B

Memorandum of Understanding

This Memorandum of Understanding between the Town of Vernon, (the Town) and the Police Civilian Employees, represented by the United Electrical, Radio and Machine Workers of America, UE 222, CILU # 47, (the Union).

As a result of a request by the Union to change the hours of the work for the Police Records employees, the parties have agreed to change Article XI Section A, subsection 3 of the "current" Collective Bargaining Agreement as follows:

The hours of work for one employee shall be increased to reflect an ending time of 1900 hours on Wednesdays with that employee's work day being shortened an equal amount of hours at the end of their work day on Fridays or the last day of the work week in the case of holidays or vacation being taken at the end of the week. In the event of employee calls in sick on the last day of the week, the employee shall have the sick time prorated. It is not the intention of the parties for the affected employee to work more hours than currently contained within the contract.

As the parties are entering into negotiations for a successor contract, the parties agree that the changes contain herein shall expire on March 31, 2012.

For the Town

Appendix C

Memorandum of Agreement

The Town of Vernon ("Town") and the Police Civilian Employees, U.E. 222, CILU Local #47 ("Union") (collectively referred to as "The Parties), have come to the following Agreement regarding Evidence Technician, Kevin Dumond:

- 1. The Parties agree to the following:
 - a. Dumond shall work a forty-hour week (40), with a one half (1/2) hour paid lunch period. These hours become effective June 22, 2020.
 - b. Dumond's scheduled hours, as listed in section 1a above, may be adjusted based upon the needs of the Department as directed by the Chief of Police or his/her designee.
 - c. All other language, terms, and conditions of the collective bargaining agreement between the Parties shall remain in full effect.

2. This agreement settles any and all outstanding issues and/or grievances, filed or unfiled, between the Town and the Union regarding Kevin Dumond.

3. All sagreement does not establish a past practice or precedent between the TOWN STAIR not be presented in any forum except to enforce the terms of the Agreement.

Michael J. Purcaro
Town Administrator
For the Town of Vernon

Date

Sean O'Sullivan

President, CILU Local #47

For the Union

6/22/2020 Date