

TOWN OF OLD SAYBROOK

and

**LOCAL 818 OF CONNECTICUT COUNCIL #4
AFSCME, AFL-CIO
(Supervisors)**

July 1, 2023 - June 30, 2026

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AGREEMENT
between
TOWN OF OLD SAYBROOK
and
OLD SAYBROOK SUPERVISORY EMPLOYEES
LOCAL 818 OF COUNCIL 4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

This Agreement is entered into by and between the Town of Old Saybrook; hereinafter referred to as the "Employer" and Local 818 of Council 4, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

The Employer and the Union mutually agree that members of the bargaining unit represented by the Union constitute the Town's supervisory employees and both the Employer and the Union agree that their mutual objective is to manage the affairs of the Town in such a way that promotes efficiency and the highest quality public service.

ARTICLE I
RECOGNITION

Section 1.1

The Town of Old Saybrook hereby recognizes Local 818 of Council 4, of the American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive bargaining agent for all supervisory employees of the Town, as certified in Connecticut State Labor Board No. 2850, dated September 28, 1990, on all matters of collective bargaining including wages, hours, and other conditions of employment as follows:

Certified, that Local 818, Council 4, AFSCME, AFL-CIO has been designated as the representative of the Supervisory employees of the Town of Old Saybrook classified as Director of Public Works, Building/Environment Health Official, Zoning Enforcement Officer, Director of Youth and Family Services, Director of Parks & Recreation, Assistant Library Director, Assistant Finance Officer, Assessor, and Fire Marshal, excluding the Director of Public Library and all others; and that Local 818, Council 4, AFSCME, AFL-CIO is the exclusive representative of all said employees for the purpose of collective bargaining unit with respect to wages, hours and other conditions of employment.

ARTICLE II UNION SECURITY AND PAYROLL DEDUCTION

Section 2.1

All employees in the bargaining unit may or may not become a member of the Union in good standing, or pay a service charge equal to the monthly union dues, exclusive of costs not directly related to administration of the Union, for the duration of this Agreement or any extension thereof.

Section 2.2

Upon receipt of a signed signature form from the employees involved, a copy of which is attached to this Agreement as Appendix A, the Employer agrees to deduct from the employees each payroll period, such dues and/or service fees as determined by the Union.

Section 2.3

The amount of the deduction will be certified by a responsible Union Officer in writing to the Chief Executive Officer, and may be raised or lowered by the Union upon thirty (30) day written notification by the Union to the Chief Executive Officer.

Section 2.4

Such payroll deductions as provided herein, shall be remitted to the Treasurer, Local 818, of Council 4, by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

Section 2.5

New employees shall sign a payroll deduction card at their time of hire, effective the first payroll period following their completion of thirty (30) calendar days of employment.

Section 2.6

During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Employer's operation by the employees of this bargaining unit, nor shall there be any lockout of the Employer in any part of the Employer's operation affecting employees within this bargaining unit.

ARTICLE III SENIORITY

Section 3.1

Employees hired on and after the date of the signing of this Agreement shall remain probationary until after the completion of nine (9) months of full time service from the date of last hiring. Employees shall have no seniority rights during this probationary period, and their employment may be terminated at any time during the probationary period at the sole discretion of the Chief Executive Officer of the Town.

Section 3.2

Seniority, according to this Agreement shall consist of the length of accumulated continuous paid service each employee has with the Employer as a full time employee. Each employee's length of service shall be computed from the date of the employee's first full day of actual employment.

Section 3.3

Seniority shall be the factor used to determine the amount of vacation and vacation preference.

Section 3.4

Seniority is forfeited under any of the following circumstances:

1. Voluntary resignation;
2. Discharge for just cause;
3. Failure to return to work within fifteen (15) days of the mailing of notification of recall, by certified mail, to the last known address of a laid off employee; employee shall not lose seniority during a layoff period, but said employee shall not continue to accrue additional seniority during this layoff period;
4. Retirement.

Section 3.5

A corrected seniority list, which includes each employee by name, classification and rate of pay, will be provided by the Employer to the Union annually upon request.

Section 3.6

In the event a layoff is proposed, or pending, the Employer shall inform the Union President no less than fifteen (15) working days prior to any proposed layoff actions.

Section 3.7

When the Town determines that a layoff is necessary, the Town shall first determine which position(s) shall be eliminated. The Town shall choose employees for layoff, within the position(s) selected, by seniority with the least senior employee in a position being laid off first. Seniority rights of a laid-off employee will continue to accumulate while he/she is laid off for a period of two (2) years from the date of layoff. Before new employees are hired for a position in the bargaining unit, the Town shall offer the position to employees laid off from such position who still retain seniority rights, in order of seniority, provided the employee is fully qualified for the position.

ARTICLE IV PROMOTIONS AND TRANSFERS

Section 4.1

All vacant positions, subject to be filled by the Town, within the bargaining unit shall be posted on a bulletin board used for employee notices, for a period of no less than five (5) working days, prior to the issuance of any public notice of said vacancy.

Section 4.2

The Town shall fill vacant positions with the most qualified applicant, based on education, experience, skills and ability, as determined by the Town. Bargaining unit members whose qualifications are equal to those of any outside applicant, as determined by the Town, shall be given preference to fill all promotional or non-promotional vacancies prior to the hiring of any outside applicant for the position.

ARTICLE V HOURS OF WORK AND OVERTIME

Section 5.1

The normal work week for the Town Supervisors shall be as identified in Appendix B (attached). All employees shall complete an electronic record on a daily basis, which shall accurately reflect his/her hours worked each day, in accordance with applicable law.

Section 5.2

Except as otherwise provided in Appendix B, the basic work day for forty (40) hour employees shall be eight (8) hours per day, Monday through Friday, between the hours of 7:00 A.M. and 5:30 P.M. subject to change by mutual agreement, with one (1) or one-half (½) hour for lunch.

Section 5.3

- A. Supervisory employees must be authorized in advance to work in excess of their regular hours by the First Selectman. Employees shall be paid at the rate of time and one-half for all hours worked in excess of forty (40) hours per week. Employees may accrue compensatory time in lieu of overtime pay with the prior approval of the First Selectman. Overtime shall be calculated based on hours the employee actually worked except that hours paid for holidays, personal days and vacation days shall count towards hours worked. Compensatory time must be utilized within the same fiscal year that is accrued, unless otherwise approved by the First Selectman and if not fully utilized without carryover approval will be forfeited at the end of the fiscal year.
- B. Supervisory employees as a part of their job responsibilities are required to attend evening meetings each month, if necessary, at the discretion of the First Selectman.
- C. With the exception of employees for whom Sunday is a regular workday, the Town shall pay employees required to work on Sunday at the rate of two (2) times their regular rate of pay.

ARTICLE VI HOLIDAYS

Section 6.1

All employees covered under this Agreement shall receive the following paid holidays:

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

In the event that the Town or one or more of its departments conducts business on any of the above holidays, employees who work such day shall receive a Floating Holiday in lieu of the holiday off or any special premium wage for working such day as further set forth

below. Floating holidays shall be scheduled in advance by individual employees with the First Selectman.

Section 6.2

- (a) Holidays falling on a Saturday shall be celebrated on the preceding day.
- (b) Holidays falling on Sunday shall be celebrated on Monday.
- (c) Christmas Eve shall be celebrated on Thursday when Christmas falls on Saturday.
- (d) Christmas Eve shall be celebrated on Friday when Christmas falls on Sunday.

Section 6.3

In the event a holiday occurs during an employee's vacation, the employee will not be charged with a vacation day for such holiday.

Section 6.4

Employees covered by this Agreement shall receive as a paid holiday, any new holidays designated by the Federal or State Government.

Section 6.5

Except as otherwise provided in Section 6.1, employees required to work on a holiday shall receive the holiday pay in addition to one and one-half (1½) times their hourly rate of pay for all hours worked.

ARTICLE VII WAGES

Section 7.1

Wage rates during the term of this Agreement shall be in accordance with Appendix C.

These wage rates reflect the following general wage increases:

- (a) Effective July 1, 2023 - 2.5%
- (b) Effective July 1, 2024 - 2.5%
- (c) Effective July 1, 2025 - 2.5%

Employees not at maximum step for their schedule shall be eligible to advance one step on the salary schedule each July 1st provided that such employees have completed at least one full year of service in their position.

Section 7.2

Each employee shall be paid bi-weekly pay checks. The Town may remit employee wages by direct deposit to an account of the employee's choosing. If the Town elects to pay wages by direct deposit, employees shall notify the Town of the account to which deposits shall be paid. Under such circumstances, employees shall also notify the Town of the email address to which the Town will direct notices of payroll verification.

ARTICLE VIII INSURANCE AND PENSION

Section 8.1

Except as otherwise provided below the Town agrees to provide medical coverage for employees and their dependents as described below. The Town shall have the right to change insurance carriers, plans, and/or self-insure, so long as comparable coverage is provided.

- A. High Deductible Health Plan with Health Savings Account ("HDHP/HSA") with a \$2500/\$5000 deductible effective July 1, 2023 through June 30, 2026 (Appendix D).

Retail prescription drug copays after exhaustion of plan deductibles will be \$5 for generic, \$20 for formulary brand, and \$35 for non-formulary brand prescription drugs. The prescription drug benefit shall follow the Essential Drug Formulary. It shall also include Prior Authorization requirements.

For the years 2023-2026 the Town shall contribute thirty-five percent (35%) of the deductible cost.

Employees shall contribute the following percentage of the premium costs:

<u>Contract Year</u>	<u>Percentage</u>
Effective July 1, 2023	14%
Effective July 1, 2024	14%
Effective July 1, 2025	15%

Care Management Solutions Preventive Bundle Program

1. In the event that the employee and his/her family members on the Town health insurance plan completes a preventative visit and screenings, his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

The Care Management Solutions Preventive Bundle will include the following:

- A Preventive Visit;
- Cholesterol Screening;
- Diabetes Screening;
- Mammogram;
- Cervical Cancer Screening;
- Colorectal Cancer Screening.

2. The information included on the assessment and from the screening will not be provided to the Town. The only information provided by the carrier to the Town is whether the preventive visit and screening(s) were completed.

B. The Town agrees to provide and pay the premium cost of a life insurance, and accidental death and dismemberment policy for each employee in the amount of two (2) times the employee's salary.

Section 8.2

Employees may elect to waive, in writing, the medical insurance (both health and dental) coverage provided by the Town and in lieu thereof may receive an annual payment from the Town of \$1000 for waiving single coverage and \$2000 for waiving single plus one or family coverage for each fiscal year during which the employee continues to elect not to participate in such coverage. Such payment will be issued in equal payments of either \$500 or \$1000 in December and June of each fiscal year, and will be subject to normal employment tax withholding and deductions. To receive such payment, an eligible employee must complete and submit a form provided by the Town no later than June 1st of each fiscal year indicating his/her intent not to participate in the medical (both health and dental) insurance coverage provided by the Town. Further, such employees must present evidence to the Town that they are covered under another health insurance program. Employees may elect to resume medical (both health and dental) insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the First Selectman or his designee in writing.

1. Involuntary termination of the alternative health benefits plan coverage;
2. Ineligibility of the employee and/or dependent(s) under the alternative plan;
3. The employee acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;
4. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases.

Upon receipt of such documentation, insurance coverage provided by the Town shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable plan. Employees who are reinstated to insurance coverage provided by the Town shall reimburse the Town by payroll deduction the pro-rate share of waiver payment made.

Section 8.3

Each employee hired on or before June 30, 2017 shall be permitted to continue to be covered by the provisions of the Town of Old Saybrook Defined Benefit Pension Plan in accordance with its eligibility requirements. Employees shall contribute five percent (5%) of base pay to the Old Saybrook Defined Benefit Pension Plan through June 30, 2022. Beginning July 1, 2022, employees shall contribute five and one-half percent (5½%) of base pay to the Defined Benefit Pension Plan. Alternatively, employees hired on or before June 30, 2017 may elect to withdraw from the Pension Plan, and may join the Town's Defined Contribution (457) Plan in accordance with the terms of the Defined Contribution Plan and all applicable addenda to such Plan. Employees hired on or after July 1, 2017 shall not be covered by the Pension Plan but instead shall participate in the Town's Defined Contribution Plan. All employees participating in the Town's Defined Contribution Plan will be required to contribute at least five percent (5%) of base pay, with the option to contribute up to eight percent (8%) of base pay and the Town will match such employee contributions up to a maximum of eight percent (8%) of base pay.

Employees will be eligible for health (including dental) insurance benefits following their retirement as set forth under the terms in the attached Memorandum of Agreement.

ARTICLE IX LEAVE

Section 9.1

- A. Each employee hired before July 1, 2017 shall earn a maximum of eighteen (18) days paid sick leave per year at the rate of one and one-half (1½) days per month. Employees hired on or after July 1, 2017 shall earn a maximum of fifteen (15) days paid sick leave per year at the rate of one and one-quarter (1¼) days per month. Employees may accumulate a maximum of ninety (90) days sick leave.

Sick leave may be taken under the following terms:

1. A minimum of one-hour increments.
2. When sick leave is combined with hours worked total hours may not exceed employee's normally scheduled hours.

B. Emergency Sick Leave Bank

1. There shall be an emergency sick leave bank composed of the contributions of bargaining unit employees who have reached the maximum contractual sick leave accumulation of ninety (90) days. All earned sick leave days thereafter shall be contributed to the pool until the pool has reached a maximum of three hundred (300) days.

Unused days shall be carried over from year to year and shall not lapse.

2. Days contributed to the bank shall be allocated to non-probationary employees with catastrophic or extended, long-term illnesses, upon written request. Days borrowed from the bank shall be paid back to the bank at the rate of one-half (½) day per month commencing upon the employee's return to work.
3. To be eligible for allocation of sick days from the bank, an employee must meet the following conditions:
 - a. Exhaustion of all sick leave;
 - b. The illness or injury is not covered by workers' compensation and/or such benefit has been exhausted;
 - c. An acceptable medical certificate supporting the absence is on file;
 - d. The bank is not depleted.
4. Days shall be allocated by a Labor Management Advisory Committee, consisting of two (2) management and two (2) Union members. This committee shall have full authority to grant benefits and administer the program in accordance with guidelines outlined in subparagraph (2) above. In addition, the Committee shall consider as a factor the extent and circumstances of the applicant's usage of sick leave prior to the illness in question.
5. Time off without loss of pay or benefits may be granted, as necessary, to members of the Committee to attend meetings to administer this program.
6. The actions or non-actions of this Committee shall in no way be subject to collateral attack or the grievance/arbitration machinery. The panel shall not be considered a Town agency, board or any other subdivision of the employer. No requests shall be conducted as contested cases or otherwise be subject to the Administrative Procedure Act.

Section 9.2

For absences of three (3) consecutive working days or more, the Town may require proof of illness. Proof of illness may include a doctor's certificate or other reasonable verification available to the employee which is acceptable to the First Selectman.

Section 9.3

In the event of the retirement, death, resignation or termination (except for cause) of an employee, with at least ten (10) years of continuous service, the employee or employee's estate shall receive payment for up to forty-five (45) days unused accumulated sick leave at the rate of the last three (3) year average.

Section 9.4

Family Leave

- A. The employer agrees that under the Federal Family and Medical Leave Act (FMLA), each eligible employee is entitled to take up to twelve (12) weeks of leave in any 12-month period. The parties agree that this 12-month period shall be measured commencing on the date the employee first takes FMLA leave.
- B. To the extent an employee has paid leave available, the employee shall use such paid leave concurrent with his/her FMLA leave. An employee shall use available paid sick leave, personal leave, and then vacation leave in the event of an approved FMLA leave for his/her own serious health condition. An employee shall use available personal leave and then vacation leave in the event of an approved FMLA leave for a covered family member.
- C. The employer shall continue an eligible employee's health insurance benefits provided for in this Agreement, under the same terms and conditions applicable to working employees, during any period when an employee is taking FMLA leave to which the employee is entitled.

Section 9.5

Up to a maximum of five (5) working days special leave with pay shall be granted for a death in the immediate family. Immediate family includes: spouse (including a domestic partner who has lived with the employee at least 12 months), children, mother, father, sister, brother, grandparents, grandchild, mother-in-law and father-in-law. Leave is to be applied between the date of death and the funeral.

Up to a maximum of three (3) working days special leave for the purpose of attending the funeral of any of the following relatives: aunts, uncles, nieces, nephews, cousins, brother-in-law and sister-in-law.

Section 9.6

- A. An employee who has completed one (1) year of service from the date of hire shall be entitled to receive three (3) personal leave days per year with pay subject to the discretion of the Chief Executive Officer. Personal days may be taken in one-hour increments and when combined with hours worked may not exceed the employee's regularly scheduled hours per week.
- B. Personal days may not be carried over into the following calendar year.
- C. Unless authorized by the Chief Executive Officer or Designee, personal days may not be taken immediately prior or immediately subsequent to a vacation or holiday weekend, and notice shall be given forty-eight (48) hours in advance when such leave is to be taken, except in cases of emergency.

The employee shall request personnel leave time as much in advance as possible from their supervisor.

Section 9.7

Military leave shall be granted to employees when required to serve a period of active, reserve or National Guard duty in accordance with the requirements of the law.

Section 9.8

An employee who is required to report for jury duty shall be paid the difference between the total amount received for jury duty and the normal rate of pay which would have been paid by the Town for the time spent on jury duty.

To be eligible to receive this difference, an employee must notify the employer within one (1) working day after receiving the notice to report to jury duty. To receive payment, the employee must furnish to the employer, a statement or record from the appropriate public official, detailing the date, time served and the amount of pay received for same.

Section 9.9

Two members of the bargaining unit shall be granted leave with pay for contract negotiations, when said negotiations take place during an employee's scheduled working hours.

Section 9.10

Employees requiring state certification for performance of their duties shall be allowed to attend state approved certification programs when such programs are approved by the Chief Executive. Employees shall be allowed to attend such approved courses without loss of pay. The Town shall reimburse employees for all expenses in connection with these

required programs or courses, provided the employee has obtained the prior approval of the Chief Executive with respect to such reimbursement.

ARTICLE X VACATIONS

Section 10.1

Based on the fiscal year, July 1, through June 30, a vacation with normal rate of pay shall be given annually to all full-time permanent employees on the following basis of continuous employment:

- A. One (1) week (5 working days) after six (6) months employment.
- B. Two (2) weeks (10 working days) after one (1) year of employment.
- C. Three (3) weeks (15 working days) after five (5) years of employment.
- D. After ten (10) years of service, employees shall be granted sixteen (16) working days of paid vacation. After eleven (11) years of service employees shall be granted seventeen (17) working days of paid vacation. Following twelve (12) years of service employees shall be granted twenty (20) working days of paid vacation.
- E. Vacation requests of five (5) days or more shall be submitted for approval two (2) weeks in advance to the Chief Executive Officer. Vacation requests shall be subject to the operating needs of the Town.
- F. Employees who separate prior to the end of the fiscal year shall be eligible for pro-rated vacation and if the employee has taken more than earned, the overpayment shall be deducted from the employee's final wage payment.
- G. Vacation hours combined with hours worked may not exceed the employee's regularly scheduled hours per week.

Section 10.2

Employees may take vacation in increments of one hour or more.

Section 10.3

In the event of the death of an employee, his/her beneficiary shall receive full payment for any unused vacation time.

Section 10.4

In the event an employee retires, terminates, or is terminated for any reason after six (6) months employment he/she shall receive full pay for any unused accumulated vacation time.

Section 10.5

Employees may carry over up to ten (10) unused vacation days in exceptional circumstances at the discretion of the First Selectman. Any days carried over must be used or forfeited by December 31 of that year.

ARTICLE XI DISCIPLINARY ACTIONS

Section 11.1

No non-probationary employee shall be discharged or otherwise disciplined without just cause.

Section 11.2

Subject to Section 11.3, disciplinary actions shall include the following types of discipline:

- A. Verbal warning;
- B. Written warning;
- C. Suspension; and
- D. Discharge.

Section 11.3

In cases involving serious offenses, any level of discipline may be imposed at the option of the employer, up to and including discharge.

ARTICLE XII TRANSPORTATION AND TRAVEL

Section 12.1

Employees of the Town of Old Saybrook shall be reimbursed for all normal expenses incurred while performing official, authorized business. Reimbursement for travel by personal automobile shall be at the rate in cents per mile most recently allowed by the IRS.

Employees using their personal automobile for Town business must maintain insurance liability coverage in the amounts approved by the Board of Selectmen and must submit a certificate of insurance coverage to the Town annually prior to receiving mileage reimbursement. In cases where use of a personal vehicle is not practical, the Board of Selectmen shall provide a municipal vehicle. Use of municipal vehicles shall be regulated by the Board of Selectmen.

ARTICLE XIII MISCELLANEOUS

Section 13.1

- A. The Employer agrees to provide the Union President with an electronic copy of this signed agreement within thirty (30) days following the execution date thereof.
- B. The Employer agrees to provide new employees with a copy of this agreement at their time of hire.
- C. The Employer agrees to provide the Council 4 Office of the Union with six (6) original, signed, contracts at the time of the signing.

Section 13.2

The Town shall prepare an annual written performance evaluation for each employee. The Chief Executive shall provide the employee with a copy of his/her performance evaluation. Employees shall be permitted to provide a written response to their evaluations to be included in their personnel file.

Section 13.3

Bargaining unit employees will be protected pursuant to Conn. Gen. Stat. Section 7-465 with regard to any claims that are filed against such employees for injuries caused while acting within the scope of their employment with the Town.

Section 13.4

The Town shall discontinue the practice of allowing employees to take home Town vehicles, effective upon the retirement or separation of the current employee in any position that has been provided the privilege. The Town, at the First Selectman's sole discretion, may allow employees the privilege of taking home Town vehicles.

Section 13.5

Upon request of the Union, the Town will be available for up to two (2) Labor-Management meetings per year.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 14.1

A grievance is defined as a dispute concerning an alleged misapplication, misinterpretation or breach of the provisions of this Agreement.

Section 14.2

- Step 1 - The employee shall present his/her grievance to the Chief Executive within ten (10) working days after the employee knew or should have known of the occurrence giving rise to the grievance. The Chief Executive or designate will attempt to resolve the grievance at once or submit a written answer to the employee within ten (10) working days of the date submitted to the Chief Executive.
- Step 2 - In the event the matter is not resolved in Step 1, the Union may submit the matter to mediation by the Connecticut State Board of Mediation and Arbitration ("SBMA"), in an attempt to reach a mutually agreeable resolve, by submitting a written request for mediation to SBMA within ten (10) days of the Step 1 decision, with a copy of such request provided to the Chief Executive within such time period.
- Step 3 - In the event the matter is not resolved in Step 2, the Union may submit the matter to the State Board of Mediation and Arbitration for arbitration in accordance with its rules providing the grievance must be submitted for arbitration within twenty (20) days following mediation, with a copy of such request provided to the Chief Executive within such time period.

Section 14.3

The decision of the Arbitrator(s) shall be final and binding on all parties. The Arbitrator(s) shall be bound by and must comply with all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. Any time limits specified within this Article may be extended by written mutual agreement of the Union and the Town provided that, if a grievance is not submitted to a higher step in accordance with the above requirements, it shall be deemed settled on the basis of the Town's response at the last step considered.

Section 14.4

An employee who is the subject of a grievance, shall be allowed the necessary time off without loss of pay to attend hearings with the town, when the hearings are held during work hours. A Union officer and required witnesses will also be allowed to attend grievance hearings without loss of pay when the hearings are held during work hours.

Section 14.5

Nothing herein shall be construed as prohibiting any employee from processing his/her own grievance up to and including Step 1 of the grievance procedure. Only the Union shall have the right to file for mediation and/or arbitration on behalf of its members.

ARTICLE XV SAVINGS CLAUSE

Section 15.1

If any part of this Agreement shall be held to be invalid, void, or inoperative, for any reason, the validity of the balance of the Agreement shall not be affected thereby. It is the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare herein, separately and apart from the others.

ARTICLE XVI COMPLETE AGREEMENT

Section 16.1

This Agreement supersedes and cancels all prior practices, memoranda, understandings and agreements, whether written or oral, unless expressly stated to the contrary and included in writing herein or by side letter attached, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement reached by the parties after they exercise that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII NON-DISCRIMINATION

Section 17.1

The provisions of this contract shall be applied equally to all employees without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation or Union membership.

ARTICLE XVIII MANAGEMENT RIGHTS

Section 18.1

It is understood and agreed that the Town of Old Saybrook possesses the sole right and authority to operate and direct the employees of the Town and its various departments in all aspects, including supervisory employees. Such authority shall include but not be limited to all rights and authority exercised by the Town prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to the following:

- a. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town.
- b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- c. To discontinue processes or operations or to discontinue their performance by employees.
- d. To select and to determine the number and types of employees required to perform the Town's operation.

- e. To employ, transfer, promote or demote employees, or to lay off, furlough, terminate or otherwise relieve employees from duty or lack of work or other legitimate reasons when it shall be in the best interests of the Town.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g. To establish contracts or sub-contracts for the Town's operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless it can be done more economically, effectively or expeditiously otherwise.
- h. To create job specifications and revise existing job specifications as deemed necessary.
- i. To decide staffing levels in all Town operations.
- j. To take any action which the Town reasonably believes is necessary to comply with any legal requirements regardless of the terms otherwise set forth in this Agreement.

ARTICLE XIX DURATION

Section 19.1

The terms of this Agreement shall be effective as of July 1, 2023 and shall remain in full force and effect through June 30, 2026 and shall not be reopened for negotiations during said period unless as specified herein or by mutual agreement of the parties. Successor Agreements shall be negotiated in accordance with applicable State Statutes.

This Agreement shall become effective upon signing by both the Town and the Union. Salary schedules described in Appendix C will be for the period July 1, 2023 to June 30, 2026.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2023.

FOR THE TOWN OF OLD SAYBROOK

FOR LOCAL 818 OF COUNCIL #4
AFSCME, AFL-CIO

Signed:
Carl P. Fortuna, Jr.
First Selectman

Signed:

Signed:

Signed:

Signed: Staff Representative
Council #4
AFSCME, AFL-CIO

APPENDIX A

CONNECTICUT MUNICIPAL COUNCIL 4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
Last Name First Name Middle

(PLEASE PRINT)

To: _____
NAME OF EMPLOYER

Effective _____ I hereby authorize you to deduct from my earnings each
_____ a sufficient amount to provide for the regular payment of the current rate of
monthly union dues, and/or service fees as certified by the Union. The amount deducted
shall be paid to the Treasurer of Local 818 of Council 4 of the American Federation of
State, County and Municipal Employees. This authorization shall remain in effect in
accordance with the working agreement or until termination of my employment.

SIGNATURE (DO NOT PRINT)

STREET ADDRESS (PRINT)

TELEPHONE NUMBER

CITY AND STATE (PRINT)

ZIP CODE

APPENDIX B HOURS OF WORK

Assessor	40 hours per week - 8:00 A.M. to 5:00 P.M. with up to one (1) hour for lunch.
Building Official	40 hours per week - 8:00 A.M. to 5:00 P.M. with up to one (1) hour for lunch.
Acton Library Assistant Director	40 hours per week - flexible schedule based on business needs.
Fire Marshal	40 hours per week - 7:00 A.M. to 3:30 P.M. with up to one-half (1/2) hour for lunch.
Parks & Recreation Director	40 hours per week - flexible schedule based on business needs.
Public Works Director	40 hours per week - 7:00 A.M. to 3:30 P.M. with one-half (1/2) hour for lunch.
Youth and Family Director	40 hours per week - flexible schedule based on business needs.
Zoning Enforcement Officer	40 hours per week - flexible schedule based on business needs.
Assistant Finance Officer	40 hours per week or flexible schedule based on business needs.

APPENDIX C
PAY RATES

<u>Effective July 1, 2023 - 2.5% GWI</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
DIRECTOR PUBLIC WORKS	93,144	95,043	96,980	98,962	100,988
FIRE MARSHAL	81,600	83,264	84,965	86,698	88,469
PARK & REC DIRECTOR	83,797	85,510	87,252	89,033	90,846
DIR. YOUTH & FAMILY SERV.	90,677	92,527	94,417	96,343	98,312
ASSESSOR	81,438	83,100	84,795	86,526	88,219
BLDG OFFICIAL	90,614	92,463	94,348	96,276	98,241
ASSISTANT LIBRARY DIRECTOR	71,616	73,452	75,334	77,266	81,635
ZONING ENFORCEMENT OFFICER	75,271	77,200	79,180	81,211	83,301
ASSISTANT FINANCE OFFICER	77,252	78,797	80,373	81,981	83,621
<u>Effective July 1, 2024 - 2.5% GWI</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
DIRECTOR PUBLIC WORKS	95,472	97,419	99,405	101,436	103,513
FIRE MARSHAL	83,640	85,345	87,089	88,865	90,680
PARK & REC DIRECTOR	85,892	87,647	89,433	91,258	93,117
DIR. YOUTH & FAMILY SERV.	92,944	94,840	96,777	98,751	100,770
ASSESSOR	83,474	85,177	86,915	88,690	90,424
BLDG OFFICIAL	92,879	94,775	96,707	98,683	100,697
ASSISTANT LIBRARY DIRECTOR	73,406	75,288	77,218	79,197	83,676
ZONING ENFORCEMENT OFFICER	77,153	79,130	81,160	83,241	85,383
ASSISTANT FINANCE OFFICER	79,184	80,767	82,383	84,030	85,711
<u>Effective July 1, 2025 - 2.5% GWI</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
DIRECTOR PUBLIC WORKS	97,859	99,855	101,890	103,972	106,101
FIRE MARSHAL	85,731	87,479	89,267	91,087	92,948
PARK & REC DIRECTOR	88,039	89,839	91,669	93,540	95,445
DIR. YOUTH & FAMILY SERV.	95,267	97,211	99,197	101,220	103,289
ASSESSOR	85,561	87,307	89,088	90,907	92,685
BLDG OFFICIAL	95,201	97,144	99,125	101,150	103,215
ASSISTANT LIBRARY DIRECTOR	75,241	77,170	79,148	81,177	85,768
ZONING ENFORCEMENT OFFICER	79,081	81,108	83,189	85,322	87,518
ASSISTANT FINANCE OFFICER	81,163	82,786	84,442	86,131	87,854

APPENDIX D

Your summary of benefits



Anthem Blue Cross and Blue Shield, Town of Old Saybrook Supervisors Plan Effective 7/1/23

Your Plan: Anthem Century Preferred PPO GHSA \$2500/\$5000

Your Network: Century Preferred

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,500 person / \$5,000 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$5,000 person / \$10,000 family	
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</i>	No charge	20% coinsurance after deductible is met
Doctor Home and Office Services		
Primary care visit to treat an injury or illness	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Specialist care visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Routine Prenatal Care	No Charge	20% coinsurance after deductible is met
Routine Postnatal Care	No Charge	20% coinsurance after deductible is met
Other practitioner visits: Retail health clinic On-line Medical Visit <i>Live Health Online is the preferred telehealth solutions (www.livehealthonline.com)</i> Acupuncture <i>Coverage is limited to Pain Management.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Other services in an office: Allergy testing Chemo/radiation therapy Dialysis/Hemodialysis Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Diagnostic Services Lab: Office Freestanding/Site-of-Service Lab Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
X-ray: Office <i>Prior Authorization Required</i> Freestanding/Site-of-Service Radiology Center <i>Prior Authorization Required</i> Outpatient Hospital <i>Prior Authorization Required</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Advanced Diagnostic Imaging: <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans</i> Office <i>Prior Authorization Required</i> Freestanding/Site-of-Service Radiology Center <i>Prior Authorization Required</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Hospital <i>Prior Authorization Required</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Emergency and Urgent Care Urgent Care Emergency Room Facility Services Emergency room doctor and other services Ambulance Transportation	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	Covered as In-Network Covered as In-Network Covered as In-Network Covered as In-Network
Outpatient Mental Health and Substance Use Disorder Doctor office visit and Online Visit Facility visit: Facility fees Doctor Services	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Surgery Facility fees: Hospital Freestanding Surgical Center Doctor and other services	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services): Facility fees (for example, room & board) Doctor and other services	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Recovery & Rehabilitation Home health care <i>Coverage is unlimited and includes Home Health Aide visits. Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Rehabilitation services (for example, physical/speech/occupational therapy/chiropractic): Office <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is unlimited per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network / Prior Authorization Required</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient hospital <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Cardiac rehabilitation Office Outpatient hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 220 days per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospice	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Durable Medical Equipment <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prosthetic Devices <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 0% coinsurance after deductible when In-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Combined with medical deductible	Combined with medical deductible
Pharmacy Out of Pocket	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
Prescription Drug Coverage <i>Essential Drug List</i> <i>This product has a 34-day supply is available at a Retail Pharmacy. A 100 day supply is available through Home Delivery.</i>		
Tier 1 - Typically Generic <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i>	After deductible is met \$5 Copay retail \$10 Copay mail order	20% coinsurance after deductible (retail and home delivery).
Tier 2 – Typically Preferred Brand <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i>	After deductible is met \$20 Copay retail \$40 Copay mail order	20% coinsurance after deductible (retail and home delivery).
Tier 3 - Typically Non-Preferred Brand <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 100 day supply (home delivery program).</i>	After deductible is met \$35 Copay retail \$70 Copay mail order	20% coinsurance after deductible (retail and home delivery).

Your summary of benefits

Notes:

- The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- Your coinsurance, copays and deductible count toward your out of pocket amount.
- For additional information on this plan, please visit sbc.anthem.com to obtain a "Summary of Benefit Coverage".
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

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Questions: Visit us at www.anthem.com

APPENDIX E

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Town of Old Saybrook and Local 1303-818 of Council 4, AFSCME, AFL-CIO. The Town and the Union are parties to a Collective Bargaining Agreement dated July 1, 2001 through June 30, 2005 and have just entered into a Tentative Agreement for a successor contract covering the period of July 1, 2004 through June 30, 2007.

Although there exists no contractual reference to bargaining unit employees eligibility for health insurance benefits at retirement, the parties mutually agree that for some time there has been a practice of the Town providing retirees with certain health insurance benefits at retirement. Through a Tentative Agreement dated May 27, 1998 the parties attempted to clarify the terms under which bargaining unit employees had been eligible to receive health insurance benefits at retirement. The purpose of this Agreement is to fully set forth the terms under which employees will be eligible for such health (including dental) insurance benefits following their retirement in the future. More specifically, the parties hereby agree as follows:

Eligibility Requirement

1. For full-time employees who retire from their employment with the Town of Old Saybrook following the date of this Agreement, with a minimum of fifteen (15) years of service and having reached a minimum of age 55, the Town shall contribute to the cost of continued health insurance benefits (including dental, vision, prescription drug) for the retiree under the same benefit plans applicable to active employees of the Town, as such benefit plans may change from time to time. For eligible retirees, the Town shall contribute the same amount towards the cost of such benefits as it does for active employees, as such amount may change from time to time. To be eligible to receive such Town contribution to health insurance benefits, the retiree shall be required to contribute the same periodic contribution to premium costs as active bargaining unit members are required to pay, as such contributions may change from time to time.

2. In addition, in order to be eligible for any Town contribution to health insurance benefits, the retiree must have been employed in a full-time bargaining unit position on or before the date of this Agreement. All employees hired by the Town of Old Saybrook following the date of this Agreement as well as those who may be currently employed part-time and are later assigned to full time positions shall not be eligible for insurance benefits at retirement from the Town.

3. Eligible retirees who continuously elect to receive benefit under the Town's health insurance plan following their retirement shall remain eligible to receive a Town contribution towards the cost of health insurance benefits as set forth above until such time as they become eligible for Medicare benefits. When such retirees become eligible for Medicare benefits the Town will provide such retirees with an Anthem Blue Cross/Blue Shield Medicare Supplemental Benefit Policy (or comparable Medicare Supplemental Benefit Policy) provided that such retirees contribute the same premium contribution paid by active employees, as such premium contributions may change from time to time.

Dependent Coverage

1. Any eligible retiree who wishes to continue health (including dental, vision, prescription drug) insurance benefits for his/her eligible dependents following the retiree's retirement from the Town as set forth above shall be required to pay the full cost of such dependent coverage at the Town's group rates. In the event that the retiree should die, the eligible dependents coverage will be continued for life, providing the eligible dependents continuously pay the full cost of such coverage at the Town's group rates.

The parties have entered into this Agreement on this 30th day of December, 2004 and mutually agree that this Agreement constitutes the complete terms of their agreement concerning the Town's agreement to contribute to the cost of health insurance benefits (including dental, vision, prescription drug) for eligible bargaining unit members at retirement. As such the parties agree that this Agreement is intended to supercede all prior commitments made by either party with regard to this subject and cannot be altered, amended, or changed unless the parties mutually agree. Furthermore it is understood and agreed upon that this Agreement shall be incorporated into the parties 2004-2007 Collective Bargaining Agreement.

_____/s/
Town of Old Saybrook

_____/s/
President, Local 1303-818
Council 4, AFSCME, AFL-CIO

_____/s/
AFSCME, Council 4
Staff Representative

Employees (as of December 30, 2004) who are eligible for retiree medical insurance:

Raymond Allen
Larry Bonin
Chris Costa
Norm Wood