

**A Contract Between**

**THE TOWN OF FARMINGTON**

**And**

**SEIU/CSEA LOCAL 2001**  
**(Non-Supervisors)**

**Covering the period**

**July 1, 2018 through June 30, 2021**

43825  
1/3/19

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**ARTICLE 1**  
**Preamble**

**Section 1.0.** This Agreement entered into by and between the Town of Farmington, State of Connecticut, hereinafter referred to as the “Town”, and the CSEA/SEIU, Local 2001, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the Town and Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and establishment of rates of pay, hours, of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions or conditions of employment.

**ARTICLE 2**  
**Recognition**

**Section 2.0.** The Town recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for employees of the Town in the classifications of Administrative Assistant II/Accreditation, Assistant Town Planner, Civil Engineer, Zoning Enforcement/Development Specialist, Confidential Secretary, Deputy Building Official/Development Inspector II, Economic Development Coordinator, Assistant to the Finance Director, Fire Marshal, Part-time Housing Specialist, Purchasing and Insurance Coordinator, Recreation Coordinator, Senior Center Coordinator, Program Assistant, Social Worker.

**ARTICLE 3**  
**Definitions**

**Section 3.0.** As used in this Agreement, these items shall be defined as follows.

“Union” means CSEA, Local 2001, SEIU.

“Employer” and/or “Town” means the Town of Farmington.

“Employee” means a member of the bargaining unit represented by the Union. Employees may include those who are in full time or part time positions.

“Full Time Position” means a position that works at least 20 hours per week on a year round basis.

“Part Time Position” means a position that works less than 20 hours a week on a year round basis. Employees who work in part time positions as defined in this agreement shall be covered by this agreement with respect to working conditions but shall not accrue any benefits such as insurance(s), time off, pension, overtime pay and tuition reimbursement.

**Section 3.1.** Professional employees and department heads shall be as defined in the Municipal Employee Relations Act.

**Section 3.2.** Temporary employees may be used by the Town to temporarily fill a vacancy in the bargaining unit caused by an extended leave of absence, for illness or for other reasons. A temporary employee may not be used for longer than six months in the same position unless mutually agreed otherwise.

**Section 3.3.** The word “DAY” for the purposes of this Agreement shall refer to a “working” day for the employee, unless otherwise specified.

#### **ARTICLE 4 Nondiscrimination**

**Section 4.0.** Neither the Town nor the Union shall unlawfully discriminate against any employee because of such employee’s race, color, religion, sex, national origin, sexual orientation, gender identity or expression, Union activity, age, or because he or she is disabled; provided that this provision shall not prohibit different treatment of employees as permitted by law.

#### **ARTICLE 5 Union Security and Dues Deduction**

**Section 5.0.** The Town agrees to deduct from the wages of an employee who is a member of the Union and who voluntarily authorizes such deduction in writing membership dues and initiation fees (if applicable); or agency service fees established by the Union for non-members.

**Section 5.1.** As a condition of continued employment, each employee shall either be a Union member or pay to the Union an agency service fee. The agency service fee shall be set by the Union in accordance with applicable law

**Section 5.2.** All employees hired following the effective date of this agreement, as a condition of employment, shall become members of the Union no later than the 31<sup>st</sup> day of their employment (calendar days) or pay an agency service fee to the Union.

**Section 5.3.** The deduction of Union fees and dues for any month shall be made during the applicable month and shall be remitted to the financial officer of the Union no later than the third Thursday of the following month. The monthly dues remittance to the Union shall be accompanied by a list of names of employees from whom wage dues deductions have been made.

**Section 5.4.** No dues or fees will be deducted from an employee on medical leave who has exhausted accumulated sick leave or is collecting workers compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction.

**Section 5.5.** The Union shall indemnify and hold the Town harmless from any and all demands, suits, complaints, claims costs and liabilities including reasonable attorney’s fees and the cost of hearings caused by or arising out of the administration or enforcement of this Article.

**Section 5.6.** The Employer shall deduct from employees' pay those allowable deductions authorized in writing by the employees or otherwise required by law, for purposes other than payment of Union dues and fees.

## **ARTICLE 6 Union and Employee Rights**

**Section 6.0.** Employees shall have the right without fear of penalty or reprisal to join and assist the Union.

**Section 6.1.** The Union shall provide the Town with a list of Union officials and officers.

**Section 6.2.** Union representatives shall have reasonable access to the Employer for the purpose of conferring with the Employer, delegates of the Union and/or employees and for the purpose of administering this agreement.

**Section 6.3.** The Employer agrees to provide the Union, upon request and reasonable notice, access to all readily available materials and information necessary for the Union to fulfill its responsibilities to administer this contract and represent its membership.

**Section 6.4.** Members of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of agreement when such meetings take place at a time when such members are required to be on duty.

**Section 6.5.** Each employee shall be provided with a copy of this agreement within thirty days after it becomes effective. New hires will be given a copy at the time of hire.

**Section 6.6.** One (1) member of the Union Grievance Committee, in addition to a reasonable number of employees necessary to the processing of the grievance, shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

**Section 6.7.** Two (2) persons designated by the Union shall be given two (2) days annual leave from duty with full pay to attend special union activities, the purpose of which is to improve employees in related Town matters. Prior approval for such leave must be obtained from the Town Manager.

**ARTICLE 7**  
**Management Rights**

**Section 7.0.** Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

- a. To determine the care, maintenance and operation of equipment and property used for and on 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 operations;
- e. To employ, transfer, promote or demote employees, or to lay off, terminate, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- f. To prescribe and enforce reasonable rules and regulations provided such rules and regulations are made known to employees affected by them, including but not limited to prescribing rules for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town;
- g. To establish contracts or subcontracts for any of 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 employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise;
- h. To take any action which the Town reasonably believes is necessary to comply with any legal requirement regardless of the restrictions imposed by any terms and conditions of this Agreement.

**Section 7.1.** The above rights, responsibilities and prerogatives are inherent in the Town by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

**ARTICLE 8  
Job Descriptions and Reclassification**

**Section 8.0.** Each employee shall be provided with a copy of their current job description upon request. It is understood that an employee's work assignments may include responsibilities or duties that are not specifically listed as a part of the job specification, but which are related duties and responsibilities that could normally or reasonably be expected to be required in accordance with the overall job description.

**Section 8.1.** To be considered for reclassification, an employee must demonstrate that he/she has been consistently and regularly performing duties in a competent manner significantly different from those of his/her designated position, and/or that such duties are within a higher classification. An employee shall submit a request for reclassification in writing to the Town Manager, stating the reasons for the request, the specific classification requested, and any supporting documentation.

**Section 8.2.** Written requests for reclassification must be made by the employee to the Town Manager prior to January 1 of each year. The Town Manager will respond back to the employee by April 1 following such a request.

**ARTICLE 9  
Clothing Allowance**

**Section 9.0.** Each of the following positions are entitled to receive a clothing allowance as specified:

<b>Non-Supervisors</b>	<b>Clothing Allowance</b>
Fire Marshal	\$400 per year
Assistant Town Planner Civil Engineer Zoning Enforcement/Development Specialist Deputy Building Official/Development Inspector II	\$150 per year

**ARTICLE 10**  
**Personnel Records**

**Section 10.0.** Any member of the bargaining unit shall be permitted to examine and copy all materials in his/her personnel file. The Employer reserves the right to require its designee to be present while such file is being inspected or copied. The Union may have access to any employee's records consistent with law.

**Section 10.1.** No disciplinary action shall be placed in an employee's file unless the employee has had an opportunity to sign it and has received a concurrent copy. If the employee refuses to sign, management will make a notation of refusal in the file.

**Section 10.2.** No item shall be placed into an employee's personnel file without prior notification of such employee.

**ARTICLE 11**  
**Evaluation**

**Section 11.0.** Employees shall be evaluated annually by their supervisor. Probationary employees shall be evaluated more regularly during their probationary period. Following the written completion of the form, the supervisor shall meet privately with the employee to review and discuss such evaluation. The evaluation shall not be considered complete until both the evaluator and the employee have signed the form. The employee must sign the form to acknowledge receipt of same; failure to do so may result in disciplinary action. The employee may also indicate his or her disagreement with one or more aspects of the evaluation, by attaching a written statement (with supporting documentation as applicable) to the evaluation form no later than five working days after the face to face meeting. Both the evaluation form and the written statement, if any, will be filed in the employee's personnel file.

**ARTICLE 12**  
**Probationary Period**

**Section 12.0.** Employees appointed to a regular position or promoted to a new classification shall be required to successfully complete a probationary period which shall be of sufficient length to enable the department head or Town Manager to observe the employee's ability to perform the principal duties pertaining to the position. The probationary period shall begin immediately upon appointment or promotion and shall continue for six (6) months for promotions and twelve (12) months for new employees. Any leave or period of worker's compensation in excess of four (4) working days shall be excluded from the time counted as probationary period.

**Section 12.1.** At any time during the probationary period, the Town Manager, in his/her sole discretion, may terminate an employee if the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily or that

the individual's work habits and dependability do not merit continuance in the position. Such action shall be in writing to the employee. Such discharge (or prior disciplinary action) shall not be subject to the grievance and arbitration provisions of this Agreement.

### **ARTICLE 13 Disciplinary Procedures**

**Section 13.0.** No employee covered by this agreement shall be disciplined except for just cause. Disciplinary action shall normally follow this progression:

1. Verbal warning with notation in writing
2. Written warning
3. Suspension without pay
4. Discharge

Any of the above steps may be omitted depending on the severity of the offense committed and the discipline required. All disciplinary action shall be applied in a fair and equitable manner and shall be consistent with the infraction for which the disciplinary action is being applied.

**Section 13.1.** Other than in the case of probationary employees discipline may be appealed under the grievance procedure of this agreement. Discipline below the level of a written warning will not be subject to the grievance arbitration process, as described in Section 14.6.

**Section 13.2.** Written warnings and reprimands shall remain a part of an employee's personnel records in accordance with the State Record Retention Schedule.

**Section 13.3.** Whenever it becomes necessary to discipline an individual employee, such discipline shall take place in private.

**Section 13.4.** Grievances concerning warnings and reprimands will be submitted at Step 1 of the grievance procedure. All grievances concerning suspension and discharge will be submitted at Step 2.

**Section 13.5.** An employee who is being interviewed concerning an incident or action which may subject him/her to disciplinary action shall be notified of his/her right to have a Union delegate present.

### **ARTICLE 14 Grievance Procedure**

**Section 14.0.** The purpose of the grievance procedure shall be to settle employee grievances at as low an administrative level as is possible and practicable, so as to insure efficiency and employee morale.

**Section 14.1.** A grievance for the purpose of this procedure shall be considered to be an employee complaint concerned with:

**Section 14.2.** Discharge, suspension, or other disciplinary action above a verbal warning that is not reduced to writing.

**Section 14.3.** Matters relating to the interpretation and application of the articles and sections of this Agreement.

**Section 14.4. Step One:** In the event an employee has a grievance he/she shall have a Union representative reduce the grievance to writing and submit it within fifteen (15) working days of the date of the occurrence to the head of the department, who shall use his best efforts to settle the dispute. The department head's decision shall be submitted in writing to the aggrieved employee and his representative within fifteen (15) working days of receipt of the grievance.

**Section 14.5. Step Two:** If no agreement is reached with the decision rendered by the head of the department, the employee and her/his representative shall submit the grievance in writing within fifteen (15) working days to the Town Manager. Within fifteen (15) working days after receiving such grievance, the Town Manager shall render his decision in writing to the aggrieved employee and his representative.

**Section 14.6. Step Three:** If no agreement is reached with the decision rendered by the Town Manager, the Union may submit the grievance to arbitration to the Connecticut State Board of Mediation and Arbitration ("Board") within fifteen (15) working days after receipt of the written decision of the Town Manager or if mediation services are used, within fifteen (15) working days after the conference with the State Mediator, and the decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties.

**Section 14.7. Time Extensions:** Time extensions beyond those set forth in this grievance procedure may be arranged by mutual written agreement of both parties. If a grievance is not processed in accordance with the time requirements it shall be deemed settled on the basis of the answer provided at the last step to which the grievance was processed in a timely manner.

**Section 14.8.** The arbitrator shall have no power to add to, delete from, or modify any provision of the Agreement.

## **ARTICLE 15**

### **No Lockout-No Strike**

**Section 15.0.** The Town agrees that it will not lock out the employees covered by this agreement during its term.

**Section 15.1.** The Union and the employees expressly agree that there will be no strikes, slowdowns, picketing, work stoppages, mass absenteeism, mass feigned illness or other similar forms of interference with the operation of the Town.

**Section 15.2.** The Union shall exert its best efforts to prevent or terminate any violation of the preceding paragraph of this Article.

## **ARTICLE 16 Tuition Reimbursement**

**Section 16.0.** The Town will reimburse all employees for the cost of education courses, in accordance with the Manager's Policy and Procedures, *Tuition Reimbursement* (MPP 8704).

## **ARTICLE 17 Professional Development**

**Section 17.0.** The Town will encourage professional development through training and membership in professional organizations. The department head must authorize attendance at programs and all membership; all associated costs are contingent on budget and department head approval.

## **ARTICLE 18 Seniority**

**Section 18.0.** Seniority shall be defined as an employee's length of continuous service with the Town from the first day of work since his or her most recent date of hire. Employees who successfully complete their probationary term shall immediately accrue seniority from their date of hire.

**Section 18.1.** An employee's seniority shall be deemed broken if he: resigns; retires; is discharged for cause; takes an unapproved leave of absence; fails to report for work within 10 working days after notification of recall to a position which provides their former salary at time of layoff.

**Section 18.2.** An employee's seniority shall be deemed suspended but not broken if they take approved leave of absence for more than 90 calendar days unless such leave is in conjunction with military service or jury duty.

**Section 18.3.** An employee's seniority shall not be lost or suspended because of absence due to illness, workers compensation, vacation, and layoff. The term layoff means the involuntary separation from employment because of lack of work or funds, elimination of the position or other legitimate reason. The term layoff shall not include demotion or cases where an employee is promoted but does not successfully complete the probationary period for the new classification.

**Section 18.4.** If a situation arises where a position is discontinued or abolished within the classification in a department containing more than one member of the union due to a change in duties, reorganization, lack of work or lack of funds, employees in that department will be laid

off in the following order: temporary and seasonal workers; probationary employees; employees in accordance with their seniority provided the employee retained is capable of performing the work of their newly assigned position (the employee with the least seniority will be laid off first.)

A permanent employee with a satisfactory employment record who is laid off from employment in the Town shall be placed on an appropriate re-employment list for the classification that they held at the time of lay-off. The name of any employee on the re-employment list shall remain on such list for a period of eighteen months provided that such employee does not refuse a reappointment to a comparable regular/non-temporary position and provided such employee does not request removal of their name from the re-employment list. For the purpose of this section, failure to respond to a written offer of recall within fifteen working days of the date on which it is issued by the Town Manager shall constitute a refusal of appointment. When an employee is to be recalled in a classification, the first to be offered recall shall be the employee in that classification who has the greatest seniority.

**Section 18.5.** The Town will provide the Union annually with a seniority list containing names, addresses, classifications, current wage and dates of hire for all employees in the Union. If the Union discovers any errors in said list it shall notify the Town and upon verification the Town shall correct the error.

## **ARTICLE 19 Hours of Work**

**Section 19.0.** Non-exempt employees shall normally work 35 hours per week plus one hour per day for lunch unpaid Monday – Friday 8:30 a.m. to 4:30 p.m. as their regular workweek. Some positions may work a non-traditional work week with hours as established by mutual agreement. It is expected that exempt employees covered by this agreement (currently including, Civil Engineer, Senior Center Coordinator, Assistant Town Planner, Social Worker) shall normally work a minimum of thirty-five (35) hours per week and shall work as many hours as may be required to satisfactorily perform their job duties.

**Section 19.1.** Non-exempt positions that are assigned pagers for the purposes of callbacks for Town of Farmington emergencies shall be compensated at the appropriate rate of pay for the total hours worked beyond their regular schedule, calculated from the time they are notified of their specific assignment by the Town.

**Section 19.2.** Non-exempt employees shall be paid their regular straight time hourly rate for all hours worked in any workweek up to forty (40) hours per week. Non-exempt employees shall be paid at a rate of time and one-half for all hours actually worked in the workweek in excess of forty (40) hours. No employee shall work beyond their regular workweek without the express permission of their supervisor or Department Head.

**Section 19.3.** The Town and the Union agree that flex time may be utilized by employees per approval of the Department Head.

**Section 19.4.** Employees may record on time sheets and the Town will maintain a record of employees' hours worked in excess of their regular workweek. Non-exempt employees may elect to accrue compensatory time in lieu of overtime, however for hours worked over forty in a work week, compensatory time must be accrued in an amount equal to time and one-half. Any and all use of recorded compensatory time must be approved by the Town Manager or his/her designee considering issues such as coverage, workload and other legitimate operational reasons. Compensatory time for non-exempt employees must be used within six months of its being earned, or it will be paid out. The Town reserves the right to pay out compensatory time earned by non-exempt employees at any time. Recorded time for exempt employees will only be available on a fiscal year basis and will expire each June 30.

**Section 19.5.** For the purposes of calculating overtime, hours such as vacation, personal, sick and holidays, shall be included in such calculations as hours worked.

## **ARTICLE 20 Holidays**

**Section 20.0.** The following holidays shall be observed by all employees covered by the collective bargaining agreement:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday following Thanksgiving
Good Friday	Christmas Day
Independence Day	Labor Day
Memorial Day	Floating Day (not cumulative)
Columbus Day	

**Section 20.1.** Holidays falling on Saturday will be observed on Friday; holidays falling on Sunday will be observed on Monday.

**Section 20.2.** If an employee is on vacation or sick leave when a holiday occurs, the day will be considered a holiday, not a vacation or sick leave day.

## **ARTICLE 21 Vacations**

**Section 21.0.** An employee shall be required to obtain from his/her Department Head permission to take specific vacation days. Within departments vacation periods shall be approved according to seniority. Vacation periods exceeding ten (10) consecutive working days must be authorized by the Town Manager or their assistant. No reasonable request for such vacation period shall be denied, except if the absence of the employee at that time is inconsistent with the needs of the Town.

**Section 21.1.** Employees who were hired prior to June 1988 shall have vacation time credited to them on July 1 annually; all others shall have their vacation time credited to them on the anniversary date of hire.

**Section 21.2.** Employees shall receive the following annual vacation based on years of service completed on their anniversary date of employment.

Length of Service	Vacation Days
6 months through 1 year	5
1 year through 4 years	10
5 years through 9 years	15
10 years through 15 years	20
16 years	21
17 years	22
18 years	23
19 years	24
20 years or more	25

The Town Manager is authorized to provide additional annual vacation days when negotiating with a potential new hire in order to provide vacation leave benefits commensurate with the potential new hire's past work experience which the employee brings to their assignment. The Town Manager will notify the Union of any such deviation that may occur.

**Section 21.4.** Full vacations are expected to be taken each year. The maximum accumulated vacation time which an employee can carry over from anniversary year to anniversary year is five (5) days unless special arrangements are made in advance with the Town Manager.

**Section 21.5.** When an employee becomes ill while on vacation, he shall not be charged for a vacation day during the time he is sick; such time will be charged as sick time when verification is made with a physician's note.

**Section 21.6.** Employees may take vacation time in increments of not less than one-half hour.

**Section 21.7.** Employees may request advanced vacation pay provided such request is submitted to the Finance Department at least two (2) weeks before the start of vacation.

## **ARTICLE 22**

### **Sick Leave**

**Section 22.0.** Sick leave shall not be considered as an entitlement, which an employee may use at his/her discretion. An employee may be absent from work with pay only during such period as actual illness or injury prevents him from performing his duties. Sick leave may also be used for medical appointments due to sickness or to take physical examinations or other sickness prevention measures that cannot be scheduled outside of normal work hours. Sick leave may be used in no less than one half-hour (30 minutes) increments. Authorized absence under this Article will include the situation when a member of the employee's immediate family is so ill as to require the employee's presence at home. Family sick days shall be limited to 5 days per fiscal year. Sick leave does not apply in cases where an employee's presence may be required at home for other reasons, including but not limited to childcare, family emergencies not involving illness or for assisting a spouse who is not ill. Any absences for these reasons must be charged against other accrued paid leave time, as applicable. They may also qualify for unpaid Family and Medical Leave (See Section 22.3).

Sick leave will only be approved for time off taken after the birth of a child in cases where (1) the employee is pregnant or has given birth – sick leave will apply for the period of incapacity caused by the pregnancy and/or birth; (2) a member of the employee's immediate family (spouse, child etc) is "so ill as to require the employee's presence at home". The Town may require the employee to submit an FMLA medical certification to substantiate the need for sick leave.

Sick leave will not be approved for time off spent attending a family member's medical appointments unless the leave has already been approved because the family member is "so ill as to require the employee's presence at home". In other words, employees may not apply sick leave for absences due to attendance at routine medical appointments of family members.

**Section 22.1.** Each absence will be supported by a physician's statement if the absence exceeds three days unless the illness or injury is of such a nature that the Town waives the furnishing of a physician's statement. If the Town believes, in its discretion, that any employee is abusing sick leave, it may require a doctor's certificate or other proof of illness at any time. To have an absence counted as a day of sick leave, an employee shall notify an appropriate person within his/her department of his illness no later than one half hour before his/her normal time for reporting to work.

**Section 22.2.** Sick time will be available up to one year as needed, at which point long term disability insurance will be applied for eligible employees.

### **Section 22.3. The Family and Medical Leave Act**

The Family and Medical Leave Act (FMLA) provides up to 12 weeks of unpaid, job-protected leave every calendar year to eligible male and female employees for certain family and medical reasons. The Family and Medical Leave Act is granted for any of the following reasons:

- To care for the employee's child after birth
- Following placement of a child with the employee for adoption or foster care
- To care for the employee's immediate family member (spouse, child or parent) who has a serious health condition;
- For the employee's own serious health condition that requires inpatient or outpatient care;
- To care for the serious illness or injury of a covered service member who is the spouse, child, parent or next of kin of an employee (up to 26 weeks during a single 12 month period); and
- For a qualifying exigency.

To care for the employee's child after birth the employee is entitled to 12 weeks of unpaid leave in accordance with the Family and Medical Leave Act. Such leave must be charged to accrued vacation leave or earned leave, to the extent the employee has accrued those days. To the extent that the female employee is incapacitated, she shall charge her FMLA leave against such accrued sick time, vacation leave, or earned days, to the extent she has accrued those days.

Following placement of a child with the employee for adoption or foster care the employee is entitled to 12 weeks of unpaid leave in accordance with the Family and Medical Leave Act. Such leave shall be charged to accrued vacation leave or earned leave, to the extent the employee has accrued those days.

To care for the employee's immediate family member (spouse, child or parent) who has a serious health condition (including a condition that results from giving birth or the illness/injury of a covered service member), an employee may charge a maximum of seven (7) days of FMLA leave against sick leave, to the extent an employee has accrued, unused sick leave. Once the seven days of sick leave is exhausted, an employee shall charge additional FMLA leave against his/her accrued vacation leave or earned days, to the extent the employee has accrued those days. Once the accrued vacation and earned leave is exhausted, the remaining absence as permitted by FMLA shall be charged to sick leave, to the extent the employee has accrued those days.

An employee may reserve a maximum of five days vacation leave for future use, to the extent the employee has accrued those days.

For employees whose spouse, child or parent is on active duty and experiences a qualifying exigency, the employee may charge FMLA leave against his/her accrued vacation leave or earned days, to the extent the employee has accrued those days. A qualifying exigency is defined as: (1) short notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and

recuperation; (7) post-deployment activities; and (8) other activities which arise out of the covered military member's active duty or call to active duty status that the employer and employee agree qualify as an exigency and agree as to the timing and duration of such leave.

For the employee's own serious health condition that makes him/her unable to perform the essential function of his/her job and requires inpatient or outpatient care, an employee shall charge his/her FMLA leave against accrued sick leave, vacation leave or earned days, to the extent the employee has accrued those days

**Section 22.4.** If an employee is absent from work because of injury sustained in the course of her/his work for which she/he is entitled to compensation under the Workers' Compensation Act, the Town shall pay to the employee during the period of disability, not to exceed six (6) months, an amount equal to the difference between the employee's average salary and the amount of Workers' Compensation received by the employee, adjusted for tax withholding. Lump sum Worker's Compensation payment for indemnification to the employee for permanent injuries received by her/him shall not be paid over or assigned to the Town.

## **ARTICLE 23 Other Leave Time**

**Section 23.0. Perfect Attendance Days.** Effective January, 2019, in addition to holidays and vacations herein provided, if an employee shall have perfect attendance during any calendar quarter, he shall receive an extra day off, with pay, up to a maximum of five (5) days, without expiration. Absence for vacation leave and funeral leave will not mar otherwise perfect attendance; absence for sick leave, suspension or tardiness will mar perfect attendance. Perfect attendance days shall be used in increments of not less than thirty (30) minutes.

**Section 23.1. Personal Time.** Each member of the bargaining unit is entitled to 8 hours of personal time per year. This time is not cumulative and must be used by July 1 of each year, and shall be used in increments of not less than thirty (30) minutes.

**Section 23.2. Funeral Leave.** In the event of the death of an employee's spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, step-child, step-father, step-mother, step-brother, step-sister, grandparents, son-in-law, daughter-in-law, or grandchild, or any member of the household regardless of relationship, an employee may have time off to attend to arrangements and attend the funeral not exceeding four (4) working days. Such leave is not charged against sick leave.

In the event of the death of an employee's brother-in-law, sister-in-law, aunt or uncle, niece or nephew an employee may have one calendar day to attend the funeral without loss of regular pay. Such day off shall not be charged to sick leave.

**Section 23.3. Military Leave.** Military leave up to a period of 30 calendar days per calendar year may be granted upon request to the Town Manager for active duty in the National Guard or Armed Forces in accordance with Section 7-461 of the General Statutes of the State of

Connecticut. Employees will receive the difference between their military pay and normal Town wage. To be paid, employees must submit a military pay voucher to the Town Manager's office so that supplemental pay can be determined.

**Section 23.4. Unpaid Leave.** Unpaid leave for one or more days may be granted by the Town Manager or his/her Assistant upon written request and at his/her sole discretion. Typical reasons for such leaves are for a funeral for a person not within an employee's immediate family or for an extended leave of absence. Such leave cannot be used for other employment. A request for an unpaid leave of absence must be submitted in writing to the Town Manager's office through the employee's supervisor.

**Section 23.5. Jury Leave.** Jury leave is granted when an employee is ordered to serve jury duty. If an employee is notified of jury duty, the employee must provide his or her supervisor with a copy of the notice as soon as possible. An employee selected for jury duty will not lose pay while serving provided verification from the court is supplied. Employees must report back to work immediately after jury duty ends unless Jury Duty ends at 2:30 pm or later.

## **ARTICLE 24 Insurance**

### **Health Insurance**

**Section 24.0.** The Town shall provide the Anthem Blue Cross Century Preferred Health Care Benefit plan. The Town reserves the right to provide comparable coverage to that described herein with a different carrier(s) or by self-insurance. The Town has the right to offer, on a voluntary basis, additional insurance plans. Any additional plans offered shall be in addition to, not in lieu of, the Anthem Blue Cross Century Preferred Health Care Benefit plan (or equivalent coverage with a different carrier or by self-insurance).

#### **Section 24.1.**

Effective January 1, 2019, employees hired before July 1, 2010 shall pay eighteen percent (18%) of the premium or the premium equivalent through payroll deduction. Employees hired on or after July 1, 2010 shall pay twenty-three percent (23%) of the premium or the premium equivalent through payroll deduction.

Effective July 1, 2019, employees hired before July 1, 2010 shall pay nineteen percent (19%) of the premium or the premium equivalent through payroll deduction. Employees hired on or after July 1, 2010 shall pay twenty-four percent (24%) of the premium or the premium equivalent through payroll deduction.

Effective July 1, 2020, employees hired before July 1, 2010 shall pay twenty percent (20%) of the premium or the premium equivalent through payroll deduction. Employees hired on or after July 1, 2010 shall pay twenty-five percent (25%) of the premium or the premium equivalent through payroll deductions.

**Section 24.2.**

The following shall apply to the prescription drug benefit:

Co-payments shall be as follows:

- \$10 for generic drugs
- \$30 for brand name formulary drugs
- \$45 for brand name non-formulary drugs

Twice the co-payment for a 90 calendar day supply by mail order

The annual maximum payment for drugs shall be three thousand dollars (\$3,000).

It shall be mandatory to use generic drugs when available.

Effective January 1, 2019 plan design changes

- \$25 Primary care office visit
- \$35 Specialist office visit
- \$125 Emergency Room Visit
- \$50 Urgent Care
- \$500 Inpatient
- \$200 Outpatient surgery

**Section 24.3.** The Town will provide a wage deduction plan for each employee's contributions. The insurance deductions will be on a pre-tax basis in accordance with Section 125 of the IRS Code.

**Section 24.4.** Dental. Dental Plan (Connecticut Blue Cross Full Service) with Dental Rider A (Additional Basic Benefits). The Town reserves the right to provide equivalent coverage to that described herein with a different carrier(s) or by self-insurance.

**Section 24.5.**

Effective January 1, 2019, employees hired before July 1, 2010 shall pay eighteen percent (18%) of the premium or the premium equivalent for dental coverage through payroll deduction. Employees hired on or after July 1, 2010 shall pay twenty-three percent (23%) of the premium or the premium equivalent for dental coverage through payroll deduction.

Effective July 1, 2019, employees hired before July 1, 2010 shall pay nineteen percent (19%) of the premium or the premium equivalent for dental coverage through payroll deduction. Employees hired on or after July 1, 2010 shall pay twentyfour percent (24%) of the premium or the premium equivalent for dental coverage through payroll deduction.

Effective July 1, 2020, employees hired before July 1, 2010 shall pay twenty percent (20%) of the premium or the premium equivalent for dental coverage through payroll deduction. Employees hired on or after July 1, 2010 shall pay twenty-five percent (25%) of the premium or the premium equivalent for dental coverage through payroll deduction.

#### **Section 24.7. Retiree-Health Insurance Benefits.**

Health insurance benefits for retirees shall be provided under this Agreement in accordance with the following:

- A. Eligibility for benefits under this provision shall be limited to an employee who retires from the Town of Farmington's Pension Plan at Normal Retirement on or after the effective date of this Agreement provided they have completed at least fifteen (15) years of continuous service with the Town. Employees who retire from the Town of Farmington's Pension Plan at Early Retirement or later on or after the effective date of this Agreement shall be eligible for retiree health insurance benefits provided they have completed at least twenty (20) years of continuous service with the Town.
- B. The cost of the retiree insurance program is shared equally by the Town and the retiree. The retiree may purchase coverage for a spouse or dependents at 100% of the premium cost.
- C. If the retiree is younger than age 65, the coverage is the same insurance package as active employees, excluding dental coverage. If the retiree is age 65 or older, the coverage is (a) Blue Cross High Option Plan or equivalent, (b) Blue Shield 65 Plan 81 or equivalent, and (c) Prescription drug rider or Prescription Drug Rider Supplement should the retiree participate in the Medicare Part D or equivalent. Any reimbursements that the Town may receive from the Federal government for providing a drug rider in lieu of Medicare Part D will be retained by the Town.
- D. The Town and the Union agree to form a committee to review and investigate Retiree Medical Insurance, including various funding options such as a Retiree Medical Reserve Trust Fund. Any changes to the current plan and funding mechanism will be a negotiated item for midterm bargaining.

#### **Section 24.8. Life Insurance**

The Town shall provide each employee with life and accidental death and dismemberment insurance. Such insurance shall be in the amount of \$100,000.

**Section 24.9.** All current employees who were hired prior to April 28, 1998 who retire under normal retirement shall be provided group life insurance coverage in the amount they received prior to retirement, reduced by one-half (1/2) at age seventy (70) and that the Town shall pay twenty-five (25%) of the cost and the retiree shall pay seventy-five (75%) of the cost. All employees hired or promoted after April 28, 1998 but before July 1, 2010 who retire under

normal retirement, shall be provided group life insurance coverage in the amount they received prior to retirement up to age seventy (70) (at which time it will end). The Town shall pay twenty-five (25%) percent of the cost and the retiree shall pay seventy-five (75%) of the cost. Any employee hired on or after July 1, 2010 shall not be eligible for the benefits provided in this section.

#### **Section 24.10. Payment in Lieu of Health Benefits**

This provision is designed and applicable to those employees who currently have dual health insurance coverage or who have the ability to acquire health insurance from another source, other than in a government run health exchange. To take advantage of this offer employees must complete the “Waiver of Insurance Agreement” and provide documentation of alternate coverage. An employee may request participation in this program in June of each year although new employees can enroll at the time they are initially appointed.

The annual payment to the employee who terminates their coverage is \$1,500, \$2,300 and \$3,000 for single, two person or family coverage respectively.

Payments will be made semiannually in July and January and if an employee terminates or rejoins the program at any time following the date of payment, the employee shall refund that portion of payment following their reenrollment or termination on a prorated basis.

Employees may reenroll in the Town’s group health insurance program if the coverage that the employee had through another plan is terminated; if the employee or their dependents become ineligible for coverage under the other plan; if the employee acquires a new dependent and the dependent is not covered under the other plan.

Employees wishing to re-enroll under any of the above conditions shall provide required documentation and notify the Town in writing. Provided that all information is received by the Twentieth of the month and subject to any restrictions from the carrier, the Town shall enroll the employee in the group health care plan effective the first of the month following the notification.

#### **Section 24.11 Disability Insurance**

The Town shall maintain a long term disability program for all full time employees with the following primary provisions:

Benefit: 66.67% of base salary to a maximum benefit of \$5,000 per month

Elimination Period: 12 months

#### **Section 24.12. Flexible Spending Account**

Effective as soon as practicable, the Town shall establish and maintain an IRS Section

125 Flexible Spending Account (FSA) for employees. The account shall be designed to permit exclusion from taxable income for each employee's share of health and medical premiums, deductibles, co-insurance and non-reimbursed medical expenses as well as cost of dependent care. All Medical and Dependent Care Accounts shall be set at the maximums allowed by law.

## **ARTICLE 25**

### **Miscellaneous Provisions**

**Section 25.0. Mileage Reimbursement.** Mileage reimbursement shall be provided to those employees who use their own vehicles for Town related business. Mileage reimbursement shall be made to such employees after mileage expense sheets are forwarded by the employee to the department head for approval and then forwarded to the finance department. The rate of reimbursement shall be based on the IRS standard reimbursement rate in effect as of the date the mileage was incurred.

**Section 25.1. Outside Employment.** An employee may engage in additional employment unless the additional employment proves to interfere with the proper and effective performance of the duties of her/his position or constitutes a conflict of interest.

The Town shall in no respect be liable nor grant sick leave in case of an injury to an employee while she/he is engaged in outside employment or for any occupational illness attributed thereto.

Any employee who engages in employment outside of her/his regular working hours shall notify the Town Manager of this and shall be subject to perform their assigned Town duties first.

**Section 25.2.** Employment policies contained in the Town of Farmington Employee Manual shall apply unless expressly contradicted by this contract.

**Section 25.3.** All employees shall be required to receive their wages through direct deposit.

## **ARTICLE 26**

### **Wages**

**Section 26.0.** All employees shall be paid in accordance with the following.

**Section 26.1** The Town Manager may hire new employees at a salary commensurate with past work experience which the employee brings to their assignment, but in no event shall hire a new employee at a salary lower than the minimum nor higher than the maximum for that grade or classification.

**Section 26.2.**

Effective and retroactive to July 1, 2018, wage rates shall be increased by two and one-half percent (2.50%).

Effective July 1, 2019 wage rates shall be increased by 2.35%

Effective July 1, 2020, wage rates shall be increased by two and one quarter percent (2.25%)

**Section 26.3.** Employees covered by this agreement shall receive a longevity increment equal to one (1%) percent of their base salary in the years in which they complete 5, 10, 15, 20, 25, and 30 years of service. The longevity increment will only be paid in the year in which the employee achieves a five-year milestone. Employees shall receive said increment in the first pay period after the date in which the applicable year of service is achieved. Said increment shall be in addition to the general wage increase that the employee receives that year. Payments will only be made in the year when an employee reaches 5, 10, 15, 20, 25 or 30 years of service. Employees at the maximum grade in their classification get the payment in a lump sum which shall not be added to their salary. Employees not at the maximum grade in their classification shall receive the payments spread out over twenty-six (26) pay periods and included in their base salary.

## **ARTICLE 27**

### **Pension**

**Section 27.0.** The existing Town of Farmington Employee Pension Plan, Part 2, Non-Police Employees as amended March 13, 2011 shall remain in full force and effect for all employees hired prior to July 1, 2010.

For employees hired on or after July 1, 2010 the Town will provide a Defined Contribution Plan for retirement purposes. Employees will be required to contribute a minimum of six percent (6%) of the employee's annual base salary and may contribute up to the maximum allowed by law. The Town will match the employee's contributions at 100% to a maximum amount equal to six percent (6%) of the employee's annual base salary. Employees must be employed at least five years before they "vest" in the Defined Contribution Plan, i.e. are entitled to the Town's contributions in the event employment is terminated.

The Town and the Union understand and agree that the Defined Contribution Plan(s) available will be those currently offered through ICMA and the Hartford. In the event there are a sufficient number of participants in the Defined Contribution Plan(s) to justify seeking new provider(s), the Town will prepare a Request for Proposal (RFP) for such investment service providers, and will notify the participants and the Union of the results of any such RFP process before any changes are implemented.

**ARTICLE 28**  
**Duration**

**Section 28.0.** Duration. This agreement shall be in effect for a three (3) year period, July 1, 2018 through June 30, 2021.

TOWN OF FARMINGTON

SEIU/CSEA LOCAL 2001

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Date

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Date

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Date

**WAGE APPENDIX**

**Non-Supervisors**

<b>Grade</b>	<b>Position</b>		<b>Minimum</b>	<b>Maximum</b>
<b>1</b>	Program Assistant	2018-2019	47,978	53,324
		2019-2020	49,106	54,577
		2020-2021	50,211	55,805
<b>2</b>	Confidential Secretary Housing Specialist (PT Hourly Rate)	2018-2019	53,308	68,409
		2019-2020	54,561	70,016
		2020-2021	55,789	71,591
<b>3</b>	Social Worker	2018-2019	54,907	70,802
		2019-2020	56,198	72,466
		2020-2021	57,462	74,096
<b>4</b>	Recreation Coordinator	2018-2019	57,324	73,559
		2019-2020	58,671	75,288
		2020-2021	59,991	76,982
<b>5</b>	Asst. to Finance Dir. Senior Center Coordinator	2018-2019	60,756	77,965
		2019-2020	62,184	79,797
		2020-2021	63,583	81,592
<b>6</b>	Zoning Enforcement/Development Specialist Deputy Building Official/ Development Inspector II	2018-2019	65,643	84,238
		2019-2020	67,186	86,217
		2020-2021	68,697	88,157
<b>7</b>	Admin.Asst. II - Police	2018-2019	68,912	88,430
		2019-2020	70,531	90,508
		2020-2021	72,118	92,544
<b>8</b>	Civil Engineer Assistant Planner Econ. Dev. Coord (PT Hourly Rate) Deputy Building Official /Project Manager	2018-2019	73,746	94,634
		2019-2020	75,479	96,858
		2020-2021	77,177	99,037
<b>10</b>	Fire Marshal	2018-2019	83,331	106,935
		2019-2020	85,290	109,448
		2020-2021	87,209	111,911