

**AGREEMENT BETWEEN
THE TOWN OF ROCKY HILL,
CONNECTICUT
AND
THE NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES
Rocky Hill Municipal
NAGE Local No. RI-266
JULY 1, 2015 - JUNE 30, 2018**

SECTION 1. DEFINITIONS

1.1 Director

1.2 Member

SECTION 2. RECOGNITION

SECTION 3. BARGAINING AGENTS

SECTION 4. CONTRACT COPIES

SECTION 5. PRESERVATION OF RIGHTS

SECTION 6. MANAGEMENT RIGHTS

SECTION 7. NO STRIKE PROVISION

SECTION 8. SEVERABILITY

SECTION 9. EMPLOYEE RIGHTS AND REPRESENTATION

9.1 Protected Union Activity

9.2 Protected Grievance Activity

9.3 Negotiation of Successor Agreement

9.3.1 Protected Collective Bargaining / Negotiation Activity

9.4 Union Business Leave

9.5 Union Security

9.6 Union Dues

SECTION 10. GRIEVANCE PROCEDURES

SECTION 11. WORKING RULES

11.1 Workplace Conduct

11.2 Written Rules and Directives

11.3 Equipment Safety

11.4 Recording Work Hours

11.5 Uniforms and Safety Glasses

SECTION 12. HOURS OF WORK AND WORK WEEK

12.1 Work Schedule Determinations

12.2 Normal Hours of Work

12.3 Working Overtime

12.4 Recording Overtime

12.5 Overtime Meal Breaks and Rest Periods

SECTION 13. ESSENTIAL PERSONNEL

SECTION 14. EMERGENCY CALLS / STANDBY

14.1 Emergency Calls

14.2 On-Call Assignments and Standby Assignments

14.3 Three-Hour Call-Out Minimum

SECTION 15. COMPENSATION

15.1 Wage Rates

15.2 Regular Payday

15.3 Compensation for Working Out-of-Class

15.4 Rate of Pay for Promotion or Assignment to Higher Class

15.5 Compensation for Working Overtime, Holidays, and Weekends

SECTION 16. SENIORITY

16.1 Definition and Purpose of Seniority

16.2 Seniority List

16.3 Competitive Promotions

SECTION 17. PROBATIONARY PERIOD

17.1 Newly Hired Employees

17.2 Town Employees Who Transfer Into Union Positions

SECTION 18. LAYOFFS

SECTION 19. TIME OUT OF THE OFFICE

19.1 Holidays

19.2 Personal Days

19.3 Sick Leave

19.3.1 Sick Leave Notice Requirement

19.3.2 Sick Leave Payouts

19.4 Vacation Time

19.4.1 Carrying-Over Unused Vacation Time Balances

19.4.2 Adjustment Period

19.4.3 Vacation Schedule

19.4.4 Vacation Time Payouts

SECTION 20. INSURANCE

SECTION 21. RETIREMENT / PENSION PLAN

SECTION 22. DURATION

SECTION 23. EXECUTION

**AGREEMENT BETWEEN
THE TOWN OF ROCKY HILL, CONNECTICUT
AND
THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
ROCKY HILL MUNICIPAL NAGE Local No. RI-266**

This Agreement is made by and between the Town of Rocky Hill, Connecticut hereinafter referred to as the “**Town,**” and the National Association of Government Employees Local No. RI-266 hereinafter referred to as the “**Union,**” for the purposes of establishing a better understanding of the rights and obligations of both the Town of Rocky Hill, as municipal employer, and the employees represented by the Union.

This agreement shall affect only employees of the Town who are members of the Union.

SECTION 1. DEFINITIONS

1.1 Director. The title “Director” as used in this contract shall refer to the Director of Public Works, Director of Parks, Recreation and Custodial Services, Director of Community Development Services, and/or the Director of Facilities and Information Technology.

1.2 Member. The term “member as used in this contract shall refer to those employees covered by this collective bargaining agreement.

SECTION 2. RECOGNITION

The Town recognizes the Union as the sole and exclusive Bargaining Agent for all employees in positions listed below who work more than twenty four (24) hours per week for the full year.

1. Assistant Mechanic / Custodian
2. Custodian
3. Facilities Assistant
4. Facilities Trade Mechanic
5. Head Custodian
6. Head Mechanic (Fire Division)
7. Transfer Station Attendant / Custodian

SECTION 3. BARGAINING AGENTS

The Bargaining Agent for the Town shall be the Town Manager, Director of Human Resources, or associated senior department heads. The Bargaining Agents for employees shall consist of three (3) members of the Union and the National Representative, who shall be the Chief

Negotiator. Notwithstanding negotiations, whenever a meeting takes place between the Town and the Union two (2) members of the bargaining unit shall be in attendance of said meeting.

SECTION 4. CONTRACT COPIES

The Town shall provide one (1) copy of the contract to each member of the Bargaining Committee, each employee in the bargaining unit, and shall post the same on the Town's website.

SECTION 5. PRESERVATION OF RIGHTS

Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that members have enjoyed heretofore, except those specifically abridged or modified by this Agreement.

SECTION 6. MANAGEMENT RIGHTS

It is recognized that the Town, through its Town Manager, has and will continue to retain the rights and responsibilities to direct the affairs of the Town in all of its various aspects, except those specifically abridged or modified by this Agreement. Such rights and responsibilities, including the right to select, hire, demote, discipline, discharge, promote and lay off employees are inherent in the Town Manager by virtue of statutory and Charter provisions; consequently, actions with respect to such rights and responsibilities are not subject to review, except those specifically abridged or modified by this Agreement.

SECTION 7. NO STRIKE PROVISION

Continuous and uninterrupted service by the Town and its employees to the citizens and orderly collective bargaining relations between the Town and its employees being essential considerations of the Agreement, the Union agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sit-downs, slowdown strikes, or a concerted refusal to render services or to work, or any other curtailment or restriction of work at any time during the term of this Agreement. In the event of a violation of this Section by the Union and/or the employees, the Town may, in addition to other remedies, discipline such employees up to and including discharge.

SECTION 8. SEVERABILITY

Should any provision of this Agreement be contrary to law, statute, or ordinance, that provision only shall not be binding on either party; this, however, shall have no effect on any other provision of this Agreement, all of which shall remain in full force and effect for the term of this Agreement.

SECTION 9. EMPLOYEE RIGHTS AND REPRESENTATION

9.1 Protected Union Activity

Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and participate in the Union or to refrain from such activities. The freedom of employees to participate in the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer.

9.2 Protected Grievance Activity

Not more than one (1) officer, representative or grievance committee member shall be granted leave with full pay for the express purpose of processing grievances with the Town upon proper notification to the Director or appropriate Supervisor at the first step of the grievance procedure. Not more than two (2) officers, representatives or grievance committee members shall be granted leave with pay for necessary time required to process grievances with the Town at the second step or higher through arbitration.

The employee shall, with the permission of the Director or appropriate Supervisor, contact a steward during the working hours regarding and adverse action which could not be resolved at the time by a supervisor and which could not be resolved during non-working hours. Such permission shall not be unreasonably withheld.

9.3 Negotiation of Successor Agreement

Not later than February 1 of the year the current contract expires, either party wishing to negotiate a successor agreement shall notify the other party in writing. The parties agree to meet within fourteen (14) days thereafter for negotiations. During negotiations and until a successor agreement is executed, this Agreement shall remain in effect.

9.3.1 Protected Collective Bargaining / Negotiation Activity

The members of the Union's bargaining committee, to a maximum of three (3), who are scheduled to work an hour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, its agents or representatives and the Union for the purpose of negotiating the terms of the contract or any supplements thereof.

9.4 Union Business Leave

Not more than two (2) members shall be off duty on Union business leave with pay at the same time. The Union shall be required to submit the names of the two (2) members as far in advance as practical. Up to three (3) working days per year shall be granted for Union business leave, to attend conventions or educational seminars of the Union, and any other off-duty Union business in this section.

9.5 Union Security

During the term of this contract, all employees shall, as a condition of employment, either become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union or, in lieu of Union membership, pay to the Union a service equivalent to an amount allowable by law.

9.6 Union Dues

The Town, upon the written authorization of members of the Union, will make a weekly payroll deduction for Union dues for the duration of this Agreement and any extension thereof unless and until the voluntary authorization is revoked in writing.

The Union agrees to indemnify and hold harmless the Town for any loss of damages arising from the operation of this Section and any extension thereof unless and until the voluntary authorization is revoked in writing. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim or error is made in writing to the Town within thirty (30) calendar days after the date such deductions were or should have been made.

SECTION 10. GRIEVANCE PROCEDURES

A grievance is hereby defined to be any complaint of an employee that, as to him there has been a misinterpretation or misapplication of the specific terms of this Agreement or that the employee's rights have otherwise been violated by the Town or any individual authorized to act on behalf of the Town.

Unless a grievance is presented in writing with ten (10) calendar days of the date the employee knew, or should have known, of the cause for the grievance, then it shall be considered waived.

The investigation, discussion, and settlement of grievances shall be done outside of working hours unless the Town and the Union representative agree that it is necessary to investigate, discuss or settle a grievance during working hours. No employee shall leave his work station for the purpose of presenting, processing or discussing grievances without first obtaining the permission of his immediate supervisor.

Any grievance arising between the Union and/or an employee and Town shall be handled in the following manner:

The Union representative or employees shall first discuss the grievance with the immediate non bargaining unit supervisor and attempt to find a solution. If the employee is not satisfied with such an informal discussion, then the employee shall proceed with Step 1.

Step 1. The Union representative or aggrieved employees must present the grievance in writing to his/her immediate non bargaining unit supervisor specifying the nature

of the grievance and the specific section (s) of the contract he claims to be misinterpreted or misapplied. The Town will notify the Union in writing of the specific supervisor (s) to whom employees must present grievances at Step 1. If a satisfactory adjustment is not effected with his non bargaining unit supervisor within six (6) days, he may appeal to Step 2 within three (3) working days.

Step 2. Upon appeal from Step 1, the Department Head shall consider the grievance and shall render a decision in writing not later than (5) days from the date his/her final meeting with the employee occurs. If the employee or Union is not satisfied with the decision of the Department Head, he/she may appeal to the Town Manager under Step 3 in writing within three (3) working days of the Department Head's decision.

Step 3. The Town Manager shall consider the appeal of the aggrieved or Union and shall render a decision in writing within six (6) working days after his/her final meeting with the employee or Union.

Step 4. In the event the grievance is based upon an alleged violation of the specific language of this Agreement, and the grievant is dissatisfied with the decision of the Town Manager, he/she may file a written request with the Union that the matter be submitted to arbitration. Such request must be filed within five (5) working days of the date he receives the decision of the Town Manager. A copy of the request must be filed simultaneously with the Town Manager. Within ten (10) days of receipt of the request, the Union may submit a demand for arbitration to the Connecticut State Board of Mediation and Arbitration. The decision of said Board shall be confined to interpretation of the specific language of this Agreement and shall be binding on both parties.

The grievant shall be entitled to have a Union representative present at any or all steps of the above procedures. The Town shall allow the grievant and the Union steward or one officer of the Union the necessary time off without loss of pay to attend hearings scheduled during the workday for purposes of resolving any grievances. The Town shall also allow two members of the Union negotiating committee time off without loss of pay to attend negotiating sessions scheduled during the workday.

The cost of arbitration shall be borne equally by the Town and the Union. Individual employees shall not have the right to appeal grievances to arbitration. In cases of employee discharge only the Town or the Union shall have the right to have the grievance arbitrated before the American Arbitration Association under its Voluntary Labor Arbitration Rules

SECTION 11. WORKING RULES

11.1 Workplace Conduct

The Union and the Town each considers that the creation of improved morale and efficiency will tend to improve the public service, and each will strive to attain this end. In this connection, the Union shall encourage employees to conduct themselves on the job in a workmanlike manner.

11.2 Written Rules and Directives

All copies of written rules and directives of the Town affecting working conditions of Union members shall be provided to the Union by the Town.

11.3 Equipment Safety

If an operator of mechanical equipment considers that the equipment is unsafe to operate before he leaves the Garage, he/she shall not be required to operate the equipment until it is inspected by the Mechanic or supervisor on duty at the time, and found not to be defective. After certification by the Mechanic or Supervisor, the employee shall commence operation of the piece of equipment.

11.4 Recording Work Hours

All members of the Union shall record their time of arrival at work, and their time of departure from work, utilizing the mechanism provided by the Town to do so, including but not limited to, a time clock, punch clock, computer or electronic device.

11.5 Uniforms and Safety Glasses

The Town shall purchase, each new fiscal year, for each member, any work-related clothing, uniform, equipment, including eyeglasses, employees' are required to wear while working on the job; notwithstanding the fiscal year cycle, the Town's replacement of such items shall be predicated upon these items not being serviceable for both identifiable and safety reasons.

SECTION 12. HOURS OF WORK AND WORK WEEK

12.1 Work Schedule Determinations

While this section references normal hours of work generally, starting and finishing times shall be as determined by the Director or appropriate supervisor. No employee is promised or guaranteed assignment to any established shift and no specific shifts are promised or guaranteed to be maintained by this Agreement. The Town maintains the right to establish new shifts or eliminate or restructure existing shifts at its discretion, after considering input from the Union.

12.2 Normal Hours of Work

For employees in the bargaining unit, the normal work week shall consist of five (5) eight (8) hour days, Monday through Friday, provided that this shall not be claimed or construed as a promise or guarantee of any minimum number of days or hours of work. Included in the normal work week is a "paid lunch-time/dinner-time on the fly" on the premises for employees scheduled to work a full forty (40) hour schedule. Further, subject to change by the Town in its discretion for operational or efficiency reasons, employees in the bargaining unit shall be scheduled to work:

- 1) Within two hours of 7:00 a.m. and end work within two hours of 3:00 p.m.;
- 2) Within two hours of 2:00 p.m. and end work within two hours of 10:00 p.m.; and
- 3) Within two hours of 11:00 a.m. and end work within two hours of 7:00 p.m.

The Transfer Station Attendant/Custodian will work a split shift as assigned by the appropriate supervisor or Director.

12.3 Working Overtime

Whenever overtime is required within a division, overtime shall be divided as equally as efficient operations permit among the employees qualified to perform the work needed. Employees who refuse overtime will be charged a turn. A record of overtime will be posted monthly by the supervisor.

All regular full-time employees shall have first preference for all overtime work before part-time or seasonal employees are used. Snow and ice control or emergency overtime work will be offered to all available employees who are qualified to perform the job before outside sources may be used.

SECTION 13. ESSENTIAL PERSONNEL

Essential personnel are generally defined as employees who are required to report to work to ensure the operation of essential functions or departments during an emergency or when Town Hall has suspended operations. Essential personnel are expected to come to work in emergency situations unless they are specifically excused by their director or director's designee. Failure to report to work as directed may result in disciplinary action up to and including termination.

The Director in each department, with the approval of the Town Manager, determines which functions are essential, and how to staff those functions during an emergency or suspension of normal operations. Once the essential staffing plan for a department is determined, the Director in the department is responsible for communicating the information to all personnel in the respective department.

SECTION 14. EMERGENCY CALLS AND STANDBY

14.1 Emergency Calls

Employees call out on an emergency call which continues his regular workday or which immediately precedes his regular workday shall be paid at time and one-half for all time worked outside of the regular workday.

14.2 On-Call Assignments and Standby Assignments

Employees assigned to on-call duty and required to carry a pager from the end of their workday on Friday to the end of their workday the following Friday shall be paid a minimum of three (3)

hours at time and one-half whether or not work is performed by such employees. If an employee who is assigned to standby is not available when called, standby payment will not be made.

The Town shall pay each employee who is available to respond to emergencies an annual lump sum of \$500.00 annually, payable the last week in January of each year. Eligibility for this emergency standby pay is contingent upon 90% attendance at weather related events.

14.3 Three-Hour Call-Out Minimum

With the exception of scheduled overtime, employees called out after regular working hours shall be paid a minimum of three (3) hours at a rate of one and one-half times regular pay. If you are required to work more than three (3) hours, you will be paid one and one-half times your regular rate for all hours actually worked. The work duties of the employees called out after regular working hours shall be assigned by the Town.

SECTION 15. COMPENSATION

15.1 Wage Rates

The wage rates for all new members hired on or after the date that this contract is executed, shall be as set forth in Appendix A which is attached hereto and made a part hereof.

With regard to members hired prior to the date this contract is executed, wage increases shall be as set forth in Appendix B, which is attached hereto and made a part hereof, as follows:

- 2.85% as of July 1, 2015 (applicable *retroactively* to all hours worked beginning July 1, 2015);
- 2.85% as of July 1, 2016; and
- 2.85% as of July 1, 2017.

15.2 Regular Payday

The Town shall make every effort to pay employees on their regular payday for the life of this Agreement. Where the regular payday falls on a holiday, the Town will make every effort to pay employees on the last workday before the holiday. All payments will be made by direct deposit or debit card in accordance with the schedule set forth in the Personnel Rules.

15.3 Compensation for Working Out-of-Class

An employee who is qualified and assigned to a higher class shall be paid an additional one dollar (\$1.00) per hour for all hours worked and periods assigned in the higher classification.

15.4 Rate of Pay for Promotion or Assignment to Higher Class

When an employee is promoted or assigned to a higher position, he/she shall be paid at that step of the new grade that would give him/her a raise and shall receive credit for the time such step represents for purposes of movement through the salary schedule.

15.5 Compensation for Working Overtime, Holidays, and Weekends

Work hours in excess of forty (40) hours per week, including Holidays, and Weekends, shall be compensated at the rate of one and one-half (1 ½) times the regular rate of pay.

SECTION 16. SENIORITY

16.1 Definition and Purpose of Seniority

Seniority, according to this Agreement, shall consist of the total continuous paid service of the employee with the Town as a regular full-time employee. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary layoff for a period of less than twenty-four (24) months.

The purpose of seniority is to provide a declared policy of right or preference as to layoff, transfer, and vacations.

16.2 Seniority List

The seniority list shall be brought up to date upon request from the President of the Union at reasonable intervals and shall be posted on a website accessible by the employee population, such as the intranet.

16.3 Competitive Promotions

For the purpose of promotions, if in the sole and exclusive judgement of the Town, two (2) or more qualified employees are competing for a position, the Town will award the position to the most qualified applicant of the pool of applicants being considered.

SECTION 17. PROBATIONARY PERIOD

17.1 Newly Hired Employees

All newly hired employees shall serve a probationary period of one (1) year calendar days during which they may be terminated for any job-related reason without protest or challenge from Union and without any recourse to the grievance procedure of this contract. Upon successful completion of the probationary period, seniority shall be retroactive to the date of hire.

17.2 Town Employees Who Transfer Into Union Positions

All persons employed by the Town of Rocky Hill who are not members of the Union as defined in this Agreement, who transfer or are assigned to Union positions, shall serve a probationary period of one (1) year during which they may be terminated for any job-related reason without protest or challenge from the Union and without any recourse to the grievance procedure of this contract.

SECTION 18. LAYOFFS

Seniority is based on time in the bargaining unit for layoff purposes.

Seasonal employees may be used by the Town to supplement the work force, but no part-time or seasonal employee shall be employed while employees of the unit are on layoff status.

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

For all classifications (positions) within the bargaining unit (as set forth in the Recognition Clause) layoffs shall be made within each employee's classification in the reverse order of seniority, provided always that the retained employee is capable of performing the available work. In the event of layoff for lack of work, probationary employees will be laid off first.

For all classifications within the bargaining unit, the employee affected shall have the right to displace the least senior employee within the classification.

For a period of two (2) years the affected employee shall have the right to be recalled to the classification from which he/she was laid off, if a position should become vacant or be reinstated, or to a position in a lower classification. The choice of employees to rehire shall be based upon seniority' provided the employee can, in the judgment of the Town, satisfactorily perform the available work.

No person shall be newly employed in a classification that includes personnel on that recall list until all persons on the recall list have been notified by certified mail sent to the employee's last known address and such persons either are offered re-employment or decline such re-employment offer. It shall be the employee's responsibility to notify the Town of his current address. An employee who declines an offer of re-employment in the same classification as previously employed shall forfeit recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after mailing thereof shall be deemed a refusal to accept re-employment. Returning employees must return to work within thirty (30) calendar days from the date of mailing of the notification.

Members of the bargaining unit whose names are on the recall list will be notified of opportunities for temporary part-time or seasonal employment. No new employee shall be hired for a temporary part-time or seasonal position until all employees and the recall list have had an

opportunity to decline. Notification of opportunities for such employment shall not constitute recall, and no employee shall forfeit rights by declining such employment.

SECTION 19.

TIME OUT OF THE OFFICE

19.1 Holidays

The allowance of holiday pay is subject to the employee working on the scheduled work day immediately prior and immediately after the holiday, with the exception of illness or vacation day(s).

All full-time employees shall be entitled to the following twelve (12) holidays with pay:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Day Before or Day After Christmas, **OR** One-half (½) Day Before Christmas and One-half (½) Day New Year's Eve (At the Town Manager's discretion)
12. Christmas Day

19.2 Personal Days

Effective January 1, 2017, each employee shall be granted three (3) paid personal days per year which may be used for personal business that cannot be conducted outside regular work hours. Personal days shall not be used to extend vacation time or to create long weekends. Personal days cannot be carried over or accrued. Employees shall notify their immediate supervisor of their need to take a personal day at least thirty-six (36) hours in advance. While the employee need not provide a reason for the personal day request, the employee's request must be approved by the immediate supervisor.

Personal days, like sick leave and vacation time, will not be accrued during an employee's extended absence after twelve (12) weeks of absence.

19.3 Sick Leave

Each employee shall be entitled to a sick leave with full pay. Sick leave may be earned at a rate of fifteen (15) days per year (1.25 days per each full calendar month). At the employee's supervisor's discretion, a physician's statement describing the illness and a return to work date may be required for any employee out more than three (3) consecutive days or more. An independent physician's examination (fitness for duty examination) may be required for any employee suspected of abusing the sick leave privilege. If an employee is found NOT FIT for duty, consequences shall be in accordance with state and federal laws.

Sick leave, like vacation time and personal days, will not be accrued during an employee's extended absence after twelve weeks of absence.

There shall be no cap on the number of sick days a member can accrue.

19.3.1 Sick Leave Notice Requirement

All employees are required to inform their supervisor that they will be out sick the day before if the illness is known, or at least one (1) hour prior to the start of work if illness is not known the day before.

19.3.2 Sick Leave Payouts

Any members hired prior to July 1, 2007 who separate from Town service for any reason except dismissal shall be entitled to payment of fifty percent (50%) of all their unused sick time balances at a rate equal to each member's hourly pay rate as of July 1, 2015. Those members hired after July 1, 2007 shall not be eligible for payout of unused sick leave time. All sick leave payouts will be capped as of the date this contract is executed.

19.4 Vacation Time

On the employee's anniversary date, full-time employees shall be entitled to vacation leave as follows:

- 1) One week (5 working days) of vacation leave for each six months' full-time service to one year; then
- 2) Two weeks (10 working days) each year from one (1) year to three (3) years

<u>Years of Service</u>	<u>Days</u>
3	10
4	12
5-6	15
7-8	16
9-10	17
11-12	18
13-14	19
15+	20

Employees hired after July 1, 2012 will receive a maximum of twenty (20) vacation days per year.

Vacation days are earned based upon full calendar months worked from the employee's anniversary date. The calculation of vacation earned, but not yet credited to the employee's account shall be based upon the following formula:

- a. Vacation days due as per contract times (x) eight (8) equals (=) vacation allowance in hours.
- b. Hours from (a) above, times (x) full calendar months worked beyond anniversary date divided (\div) by equals twelve (12) equals (=) vacation hours due.

Vacation time, like personal days and sick leave, will not be accrued during an employee's extended absence after twelve (12) weeks of absence.

19.4.1 Carrying-Over Unused Vacation Time Balances

An employee may carry over a maximum of fifteen (15) vacation days from one (1) calendar year to the next (January 1st to December 31st of each year), without prior approval of management. Vacation time in excess of fifteen (15) days shall be forfeited at the end of the calendar year (as of December 31st) unless otherwise approved, in writing, by the Town Manager.

19.4.2 Adjustment Period

For the purpose of transitioning certain members to the new schedule whereby vacation time allotments are earned December 31st of each year—as opposed to allotments being earned as of

July 1st of each year, as it had under the *contract that expired June 30, 2015*—the Town and Union agree as follows:

Those members whose vacation time allotment accrues as of July 1, 2016 will earn their full vacation time allotment as usual, but any vacation time not used by December 31, 2016, if in excess of fifteen vacation days, will be forfeited.

19.4.3 Vacation Schedule

The vacation period shall be set by mutual agreement between the immediate supervisor and the employees, except that seniority shall govern preference.

19.4.4 Vacation Time Payouts

Payment for accumulated and unused vacation days will be made to the nearest ¼ hour.

Pro-rata accumulated and unused vacation pay shall be granted to the employee upon termination of service with the Town after six (6) months of service.

In the event of an employee's death, after six (6) months of service, his pro-rata unused accumulated vacation pay shall be paid to his estate.

SECTION 20. INSURANCE

The Town shall have the right to change insurance carriers or to self-insure, provided the coverage offered is substantially equivalent, as a whole, to the current plan outlined in this article. If there is any substantial change in coverage the Town must negotiate such change prior to changing carriers. This provision does not preclude the Town from making non-substantial modifications so as to mitigate increased costs in health insurance.

Health Insurance benefits shall be provided to the employees by the Town, as set forth in the Town of Rocky Hill Personnel Rules.

Effective July 1, 2015, members' health care premium share will be fifteen percent (15%) until June 30, 2018, the duration of this contract. The Town, as negotiated, will incorporate a \$.40 (40 cent) increase in members' hourly wage rate, effective July 1, 2015, to account for the increased cost in premium share to ensure some level of equity.

Any employee may elect to waive group medical insurance coverage and receive \$600.00. Such additional annual compensation shall not be considered part of the employee's annual salary or wage.

An employee's election to select or waive group medical insurance shall remain in effect for a minimum of one (1) year. A change in election shall also remain in effect for a minimum of one (1) year. In accordance with the insurance carrier's procedures, employees may change elections

upon the occurrence of certain qualifying events. Any employee eligible to make such elections (other than an election made upon initial employment) shall submit the election form to the Payroll Office. Such elections shall become effective in accordance with the insurance carrier's procedures or rules.

The Town agrees to notify the Union President and Vice President of any adjustments to coverage.

SECTION 21. RETIREMENT / PENSION PLAN

Rights in the pension plan shall vest fully after the conclusion of five (5) years of credited service. There shall be no vesting before that time. If a non-vested employee's contributions are returned to the employee at separation or death, the employee's beneficiaries shall receive interest at three percent (3%) per annum for such contributions.

Effective July 1, 1991, the existing Town Pension Plan shall be modified as follows:

- a. The monthly Normal Retirement Benefit shall be 1.5% of Average Monthly Earnings, as defined in the Plan, plus .6% of Average Monthly Earnings in excess of \$500.00, multiplied by total years of Credited Service, as defined in the Plan, up to a maximum of thirty-five (35) years.
- b. Effective July 1, 1994, each employee shall contribute 3.5% of base pay toward his/her pension benefits. Each employee shall participate in the pension plan beginning at age 18.
- c. Pursuant to Section 13.1 of the Town Pension Plan, the Town Manager shall appoint a member of the bargaining unit selected by the Union to serve of the Pension Committee. The pension committee shall meet semi-annually.
- d. Any retirement benefits paid under this Section to an employee receiving disability payments under the Workers' Compensation Act shall be reduced by the amount of such disability payments for the period of time for which such disability payments are made.
- e. Employees hired after the execution of this contract, will not be eligible for the Defined Benefit Pension Plan. In lieu of the Defined Benefit Pension Plan, the Town has developed a Defined Contribution Plan. Employees' contributions of up to six percent (6%) of base salary will be matched by the Town at fifty percent (50%) up to a maximum of three percent (3%) of base salary. Employees may contribute to the Defined Contribution Plan up to the maximum allowable by law.

21.1 Post-Retirement Health Benefits

For employees retiring who were hired before July 1, 1990, at the regular or early retirement age of sixty-two (62) with at least fifteen (15) years of service the Town shall continue to assume

100% of the cost of the individual health insurance coverage until such time the employee is eligible for Medicare.

If they retire on or after July 1, 2001, under the Plan with at least twenty-five (25) years or more of credited service, they may elect to continue Town provided medical and major medical insurance coverages in effect after retirement for his/her eligible dependents, with the Town paying one-half (50%) of the cost of the dependent coverage and the Retiree the remaining cost. When any Retiree who is receiving insurance continuation from the Town under this provision is divorced or has a marriage annulled, any and all spousal (dependent) coverage which may then be provided by the Town under this provision shall immediately cease. In the event of the death of a Retiree who is receiving insurance continuation under this provision for himself/herself and eligible dependent(s), the dependent(s) shall be permitted to continue the coverage in effect after the death of the Retiree at the established 50%/50% shared payment rate until either/or remarriage of the surviving spouse/dependent, end of dependency status, or upon eligibility for coverage under any other medical insurance program or plan, including but not limited to Medicare/Medicaid or any other government program. As stated above, the post-retirement insurance continuation benefits provided herein shall terminate when the Retiree is or becomes eligible for any another medical insurance coverage and it is specifically to be the case that Retirees who become eligible for any government insurance continuation program such as Medicare or Medicaid and their dependents will no longer be eligible for benefits under this section.

Effective July 1, 2007 any person hired after July 1, 2007 who retires after twenty years of service and is at least age sixty will continue to receive medical benefits for the employee only until eligible for coverage under any other medical insurance program or plan, including but not limited to Medicare/Medicaid or any other government program. For those members hired on or after the date this contract is executed, the Town shall not cover the health insurance costs of such members.

SECTION 22. DURATION

This Agreement shall be effective July 1, 2015 and shall remain in force and full effect until June 30, 2018.

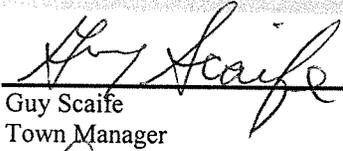
SECTION 23.

EXECUTION

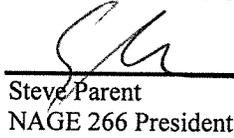
EXECUTED by the undersigned duly authorized representatives of the parties this 18th day of February, 2016, at Rocky Hill, CT, pending ratification of Town Council.

For The Town Of Rocky Hill

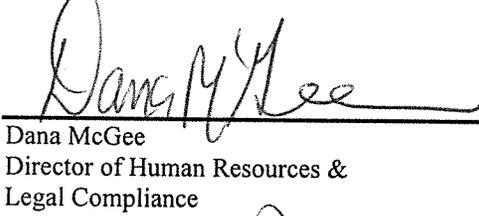
**For The National Association Of Government Employees
Rocky Hill Municipal NAGE Local No. RI-266**



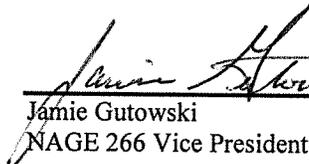
Guy Scaife
Town Manager



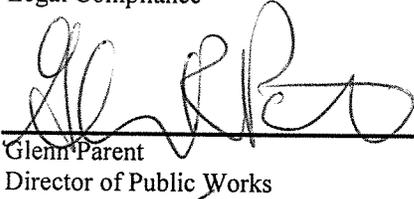
Steve Parent
NAGE 266 President



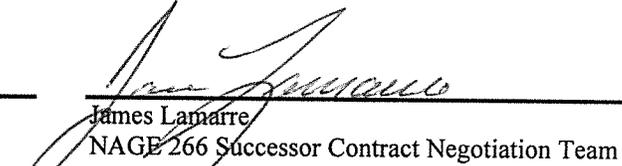
Dana McGee
Director of Human Resources &
Legal Compliance



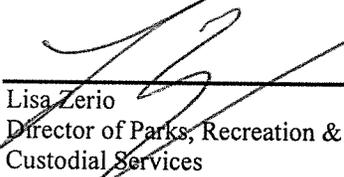
Jamie Gutowski
NAGE 266 Vice President



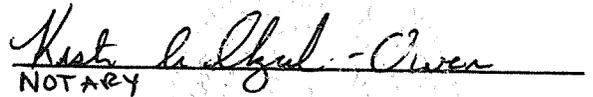
Glenn Parent
Director of Public Works



James Lamarre
NAGE 266 Successor Contract Negotiation Team



Lisa Zerio
Director of Parks, Recreation &
Custodial Services



NOTARY

**KRISTIN A. OLZACKI-OWEN
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2020**

WAGE APPENDIX A

This schedule applies to employees hired on or after the date this contract is executed.

POSITION	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8
1. ASSISTANT MECHANIC/CUSTODIAN	\$25.45	\$25.96	\$26.48	\$27.01	\$27.55	\$28.10	\$28.66	\$29.23	\$29.82
2. CUSTODIAN	\$19.81	\$20.21	\$20.61	\$21.02	\$21.44	\$21.87	\$22.31	\$22.76	\$23.21
3. FACILITIES ASSISTANT	\$24.97	\$25.47	\$25.98	\$26.50	\$27.03	\$27.57	\$28.12	\$28.68	\$29.26
4. FACILITIES TRADE MECHANIC	\$28.90	\$29.48	\$30.07	\$30.67	\$31.28	\$31.91	\$32.55	\$33.20	\$33.86
5. HEAD CUSTODIAN	\$22.39	\$22.84	\$23.29	\$23.76	\$24.24	\$24.72	\$25.21	\$25.72	\$26.23
6. HEAD MECHANIC (FIRE DIVISION)	\$28.42	\$28.99	\$29.57	\$30.16	\$30.76	\$31.38	\$32.01	\$32.65	\$33.30
7. TRANSFER STATION ATTENDANT/CUSTODIAN	\$19.81	\$20.21	\$20.61	\$21.02	\$21.44	\$21.87	\$22.31	\$22.76	\$23.21

WAGE APPENDIX B

This schedule applies to employees hired prior to the date this contract is executed.

POSITION	*START	2.85% 7/1/15	2.85% 7/1/16	2.85% 7/1/17
1. ASSISTANT MECHANIC/CUSTODIAN	\$26.00	\$26.74	\$27.50	\$28.28
2. CUSTODIAN	\$24.53	\$25.23	\$25.95	\$26.69
3. FACILITIES ASSISTANT	\$30.82	\$31.70	\$32.60	\$33.53
4. FACILITIES TRADE MECHANIC	\$37.82	\$38.90	\$40.01	\$41.15
5. HEAD CUSTODIAN	\$30.82	\$31.70	\$32.60	\$33.53
6. HEAD MECHANIC (FIRE DIVISION)	\$35.93	\$36.95	\$38.01	\$39.09
7. TRANSFER STATION ATTENDANT/CUSTODIAN	\$24.53	\$25.23	\$25.95	\$26.69