

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF WOODBURY

AND

AFSCME COUNCIL 4, LOCAL 1303-476

**ADMINISTRATIVE PROFESSIONALS BARGAINING UNIT**

JULY 1, 2023 – JUNE 30, 2026

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## **AGREEMENT**

This Agreement is made and entered into this 1<sup>st</sup> day of July 2023 by and between the Town of Woodbury (hereinafter referred to as the "Employer") and AFSCME, Council 4, Local 1303-476 (hereinafter referred to as the "Union").

## **PURPOSE**

The purpose of this Agreement is to promote harmonious relations between the Employer and the Union and to establish wages, hours and working conditions for employees in the bargaining unit described in Article I.

## **ARTICLE I - RECOGNITION**

**Section 1.** The Employer hereby recognizes the Union as the exclusive representative of the Employer's employees in the following bargaining unit:

Assistant Children's Librarian; Assistant Town Clerk; Public Works Administrative Assistant; Administrative Assistant to Building Official; Assistant Assessor; Superintendent of Parks; Director of Social Services; Accounting Clerk; Clerk to Tax Collector; Police Administrative Assistant; Fire Department Administrative Assistant; Senior Center Administrative Assistant; Land Use Administrative Assistant; Senior Center Programming Assistant; Building Custodian; Technical Services Librarian; Library Circulation Assistant.

**Section 2.** The terms "employee" and "employees" as used in this Agreement refer only to employees of the Employer who are included in the bargaining unit set forth above in Section 1.

**Section 3.** Employees may designate their preference to be called "clerk" as opposed to "administrative assistants" provided that such reference shall not alter or effect in any manner the bargaining unit composition or the nature of the position.

## **ARTICLE II - MANAGEMENT RIGHTS**

The Employer retains full and exclusive authority for the management of its operations to the extent it had such authority, whether exercised or not, prior to acquiring a duty to recognize and bargain with the Union, subject only to the extent such authority may be limited by the specific provisions expressed in this Agreement. All decisions on such rights and authority, to the extent not so limited by the specific provisions expressed in this Agreement, are reserved solely and exclusively to the Employer's jurisdiction and discretion. As examples of such authority, but not limited thereto, the Employer shall have the sole right and power to manage its work force; to select and determine the number and qualification of its employees; to direct, schedule and assign its employees; to hire, promote, transfer, layoff, discipline and discharge its employees; to establish, change, discontinue or enforce work rules and policies; and to modify or discontinue services or operations performed by the Employer.

### **ARTICLE III - UNION SECURITY**

**Section 1.** Employees who are or who become members of the Union during the term of this Agreement shall pay monthly dues uniformly required of all members to AFSCME, Council 4, Local 1303-476. Nothing contained in this Article shall require an employee to join or remain a member of the Union during the term of this Agreement as a condition of employment.

**Section 2.** Upon receipt of individual written authorization from an employee, the Employer shall deduct from the employee's wages the monthly dues required under this Agreement. The Employer shall remit such dues to the Union no later than the last day of each month.

**Section 3.** The Union will indemnify and hold the Employer harmless against any liability, in the form of monetary damages or otherwise, which arises or which may arise by reason of any action taken by the Employer in complying with the provisions of this Article and will reimburse the Employer promptly for costs the Employer incurs in defense of any action brought against it under this provision, either in court, before an administrative agency or by means of a grievance. The Union will cooperate with the Employer in preparing its defense.

**Section 4.** During the term of this Agreement, the Town will furnish the Local with an up-to-date list of employees. When a new employee is hired, the Town shall notify the Local and furnish the Local with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Local and furnish the name and date of termination of the employee.

### **ARTICLE IV - PROBATIONARY EMPLOYEE**

**Section 1.** Newly hired employees shall be considered probationary for a period of six (6) months from date of hire.

**Section 2.** At any time prior to the successful completion of the probationary period, the Employer may discharge the employee and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

**Section 3.** Upon successful completion of the probationary period, an employee shall accrue vacation time retroactively to his/her most recent date of hire. Upon successful completion of the probationary period, an employee shall have his/her seniority calculated from his/her most recent date of hire.

### **ARTICLE V - HOURS OF WORK**

**Section 1.** The Employer shall notify the Union of the Town's regular business hours. The Employer shall establish regular, daily starting and quitting times for each employee and shall notify the employee and the Union of such times.

**Section 2.** Supervisors shall establish the time and schedule for breaks and lunch periods.

**Section 3.** Employees shall be paid one and one-half times their respective, regular, straight-time hourly rates for all hours worked in excess of 40 during the work week. Employees must receive approval from their supervisor prior to working overtime.

**Section 4.** Vacation days and holidays will be considered as time worked for purposes of computing overtime.

**Section 5.** The Town agrees that those employees who attend night or weekend meetings relating to their job shall be compensated at a minimum of two (2) hours.

#### **ARTICLE VI - DISCIPLINARY ACTION**

**Section 1.** Non-probationary employees shall not be subject to any disciplinary action including discharge except for just cause.

**Section 2.** A copy of any written reprimand will be placed in the employee's personnel file and copies shall be furnished to the employee and the Union.

**Section 3.** Any employee suspended or dismissed under this Article shall be given written notice by the First Selectman stating the reasons for suspension or dismissal.

**Section 4.** For purposes of further disciplinary action, the Employer will not rely on past written warnings documented in an employee's personnel file after 18 months following the date of the documentation of the written warning, provided the employee has not been subject of any further disciplinary action during such 18-month period.

#### **ARTICLE VII - SENIORITY**

**Section 1.** Seniority is defined as the total continuous length of service in the bargaining unit since the employee's most recent date of hire with the Employer.

**Section 2.** An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the most recent date of hire.

**Section 3.** An employee shall lose his/her seniority and all rights under this Agreement and shall be terminated when he/she:

- a) Quits voluntarily or retires.
- b) Is discharged for proper cause.

- c) Exceeds an official leave of absence, unless he/she is unable to notify the Employer prior to such expiration of his/her inability to return to work for reasons satisfactory to the Employer.
- d) Fails to return to work on recall from layoff within three (3) days after the Employer has sent notice to him/her by certified letter to the last address furnished to the Employer by the employee.
- e) Is absent, except in case of layoff, for three (3) consecutive working days without notifying the Employer.
- f) Is laid off for a period of twelve (12) consecutive months.

**Section 4.** When it becomes necessary to lay off employees because of lack of work, such layoffs shall be made by seniority within the job classification in question in the following order:

- a) Full time probationary employees.
- b) Regular part-time employees working less than 15 hours per week.
- c) Regular part-time employees working more than 15 hours per week.
- d) Full-time employees.

**Section 5.** Recall will be in order of seniority, according to the classes of employees above, with the employee with the greatest seniority who is qualified for the job being recalled first. It is understood that the employee to be recalled must possess the ability to perform the job he/she is being recalled to.

**Section 6.** New positions and/or job vacancies shall be offered employees with the greatest seniority provided the individual has the necessary qualifications and provided further that such individual is the best qualified applicant for the position.

**Section 7.** An employee not recalled due to the inability to perform the job shall remain on the top of the recall list for the remainder of the recall period.

## **ARTICLE VIII - GRIEVANCE AND ARBITRATION**

**Section 1.** A "grievance" is a dispute over the application or interpretation of a specific provision of this Agreement, and shall be processed exclusively in accordance with the procedure set forth herein.

**Section 2.** The Union may appoint a steward solely for the purpose of discussing grievances in accordance with this Article. The Union staff representative will be given reasonable access to the Town offices for purposes of investigating and processing grievances in

accordance with this Article. Employees shall not engage in Union activity during working time except as necessary to process a grievance in accordance with this Article.

**Step 1.** A grievance must be presented in writing to the employee's Department Head no later than ten (10) working days after the events giving rise to the grievance allegedly occurred. The Department Head or his designee, the steward and the grievant shall meet within five (5) working days after the grievance is received to resolve the grievance. The Department Head may resolve or deny the grievance subject to the final approval of the First Selectman.

**Step 2.** If the grievance is not resolved at the Step I meeting, the Union staff representative may present the grievance in writing to the First Selectman within five (5) working days of receipt of the Step 1 decision. The First Selectman or her designee, the Union staff representative and the grievant shall meet within ten (10) working days after the grievance is received to resolve the grievance. The First Selectman shall issue a decision within fifteen (15) working days after the grievance is received.

**Step 3.** If the grievance is not resolved to the satisfaction of the grievant within five (5) working days after such meeting with the First Selectman in Step 2, the grievant or the union representative may file for mediation by the Connecticut State Board of Mediation and Arbitration.

**Step 4.** In the event the First Selectman and the Union staff representative fail to reach a mutually satisfactory settlement at the Step 2 meeting or after the Step 3 mediation, the Union may within thirty (30) calendar days of receipt of the First Selectman's decision file a grievance with the American Arbitration Association (AAA) for arbitration in accordance with its Labor Arbitration Rules, but the Union must do so by certified mail, return receipt requested. For the grievance to be arbitrable the following conditions must be satisfied:

- a) The grievance filed with the AAA must be the same one as submitted to the First Selectman at Step 2, neither revised, amended nor supplemented;
- b) Only one grievance may be filed with the AAA at a time;
- c) Only the Union may file a grievance for arbitration; in the event the Union Representative is of the opinion that an employee's grievance is without merit, the local Union shall not be required to process the matter any further and he/she shall so inform the employee filing the grievance and the Employer. There shall be no liability imposed thereby on the Union or the Employer; and
- d) Simultaneously with the Union's filing of the grievance with the AAA, the Union shall mail a copy of the filed documents to the Employer.

**Section 3.** The decision and award of the arbitrator shall be in writing and shall be final and binding upon all parties. The arbitrator shall have no authority to change, amend, add to, or subtract from any of the specific provisions of this Agreement and shall have the authority only to

determine whether, by the acts alleged in the grievance, the Employer misinterpreted or misapplied the specific provision expressed in the Agreement as the Union claims. The fees of the arbitrator and the cost of the arbitration shall be shared equally by the Employer and the Union.

**Section 4.** The time limits specified herein may only be extended by mutual written agreement of the Employer and the union. Failure by the steward or the Union staff representative to process a grievance within the time limits provided above shall be deemed a waiver of such grievance, and the grievance shall be considered resolved in accordance with the position of the Employer. Failure by the Employer to meet or respond to the grievance within the time limits provided above shall permit the Union to process the grievance to the next step within the time limits set forth above.

**Section 5.** When the grievant is required to testify at the arbitration proceedings during regularly scheduled working time, the grievant shall not lose regular pay for working time spent testifying or waiting to testify.

## **ARTICLE IX - LEAVES OF ABSENCE**

**Section 1.** Employees who are regularly scheduled to work more than 1,250 hours per year may request FMLA leave for any of the following reasons:

- a) For the birth of a child and to care for the new born child;
- b) For the adoption of a child, for the placement of the child by foster care;
- c) To care for the employee's spouse, child or parent with a serious health condition; and
- d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

**Section 2.** The First Selectman will determine whether the requested leave is justifiable based on medical or legal documentation supplied along with the request.

**Section 3.** The FMLA leave shall not exceed a twelve-week period within any twelve-month period.

**Section 4.** The leave specified in Section 1 shall be unpaid; however, the Town shall continue at its expense, subject to the regular employee contributions, the medical insurance coverage program that the employee had prior to the leave provided that the employee shall be required to pay his/her share of medical premiums while on leave.

**Section 5.** An employee may make a written request to the First Selectman for a leave of absence not to exceed one year because of compelling circumstances. The First Selectman will determine whether the requested leave of absence should be recommended to the Board of



Selectman for approval. Leaves of absence granted under this Section 5 shall be unpaid. Employees absent on an approved leave under this Section may continue their group health insurance at their own cost.

**Section 6.** Employees shall not earn or accrue fringe benefits, including but not limited to sick leave or vacation, during any leave approved under this Article.

**Section 7.** Any employee who fails to return to work as scheduled following the expiration of a leave of absence approved under this Article shall be deemed to have voluntarily resigned his or her employment.

**Section 8.** Military leave, not to exceed ten (10) working days per year, shall be granted to regular, full-time employees to serve on Active Reserve or National Guard duty. The Town shall pay the difference between the employee's regular compensation and the military compensation if the Town compensation is higher.

**Section 9.** Employees shall be granted leaves of absence for required jury duty. The Employer shall compensate the employees the difference between their regular rate of pay and that received as a juror for a maximum thirty (30) working days of jury service. Employees called for jury duty shall furnish the Town with a notice to service and evidence of jury service, and any payments made to them.

**Section 10.** Attendance at conferences and training sessions related to the job shall be allowed without loss of pay provided that such attendance is approved in advance by the Department Head and by the First Selectman or designee. The cost of travel and conference expenses for the employee only shall be paid for all mileage traveled in excess of the mileage normally traveled to and from the employee's normal work location.

**Section 11.** The Town shall comply with the provisions of the federal Family and Medical Leave Act (FMLA). FMLA leave shall run concurrent with any time out of work including, but not limited to, while on Workers' Compensation leave, sick leave or other paid leave.

## **ARTICLE X - WORK STOPPAGES AND LOCKOUT**

**Section 1.** During the term of this Agreement, neither the Union nor any employee shall engage in, support or promote any strike, work stoppage, slowdown, or any other act disruptive of the work, for any reason.

**Section 2.** Any employee engaging in any strike or other activity prohibited by this Agreement shall be deemed to be engaging in unprotected activity and subject to immediate discharge without recourse and shall be liable to the Employer for any and all damages resulting from such activity. The Union shall be liable to the Employer for any and all damages the Employer suffers as the result of the violation of this Article by the Union.

**Section 3.** The Employer shall not lockout the employees during the term of this Agreement.

**ARTICLE XI - WAGES**

**Section 1.** The regular straight time hourly rates of pay for employees shall be adjusted as follows:

<u>July 1, 2023</u>	<u>July 1, 2024</u>	<u>July 1, 2025</u>
3.0%	3.0%	3.0%

**Section 2.** Longevity of service in the bargaining unit will be recognized as follows:

- a) After five (5) years of continuous service, a \$550 payment will be given annually to the employee.
- b) After ten (10) years of continuous service, a \$650 payment will be given annually to the employee.
- c) After fifteen (15) years of continuous service, a \$750 payment will be given annually to the employee.
- d) After twenty (20) years of continuous service, a \$900 payment will be given annually to the employee.

**Section 3.** Regular part-time employees shall receive prorated longevity payments based on the number of hours regularly worked per week.

**Section 4.** Longevity checks will be distributed during the first payroll period in November. Longevity pay shall be paid in a check separate from bi-weekly pay.

**Section 5.** Employees hired on or after July 1, 2014 shall not be eligible to receive longevity payments.

**ARTICLE XII - HOLIDAYS**

**Section 1.** The Employer shall observe the following holidays during the term of this Agreement:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Good Friday
- Memorial Day
- Juneteenth National Independence Day
- Independence Day

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Day

**Section 2.** Regular, full-time employees shall receive their regular pay on holidays set forth above. Regular, part-time employees who have successfully completed their probationary period shall receive their regular pay for holidays set forth above, provided they are scheduled to work on the day the holiday is observed by the Employer.

**Section 3.** Except as provided below, when a holiday occurs on Saturday, Friday shall be the day of observance. When a holiday occurs on Sunday, Monday shall be the day of observance. Employees who are assigned to the Library may observe holidays on the actual date of the holiday, as determined by the Library Director, provided that the Library Director will provide the Union with advance notice of any deviations to holiday observances for library employees prior to January 1<sup>st</sup> of each year.

**Section 4.** To be eligible for holiday pay under this Article an employee must:

- a) Work his or her last regularly scheduled work day preceding the holiday unless absent due to illness;
- b) Work his or her next regularly scheduled day immediately following the holiday, unless absent due to illness; and
- c) Must not be laid off or on a leave of absence approved under this Agreement on the day the holiday is observed by the Employer.

**Section 5.** If a holiday falls during an employee's vacation, the employee shall not be charged a vacation day for such holiday.

### **ARTICLE XIII - VACATIONS**

**Section 1.** The standard vacation year shall run from January 1 to December 31. An employee's vacation time shall be computed on the basis of his or her anniversary date of employment. Vacation days may be taken consecutively or otherwise, but the time for taking them must be approved in advance by the First Selectman or her designee. Vacation time may be taken in hourly units.

**Section 2.** Regular, full-time employees regularly assigned to work at least 30 hours per week shall accrue vacation time according to this Article. Regular, part-time employees regularly assigned to work at least 19 hours per week on a year round basis and who have completed their probation period, shall be eligible for pro-rated vacation time retroactive to their most recent date

of hire, according to the formula stated in Section 4 herein.

**Section 3.** Employees shall receive their regular pay for all earned but unused vacation at the time of termination, provided that employees terminated for just cause shall forfeit all earned but unused vacation.

**Section 4.** Employees shall earn vacation time off without loss of their respective regular pay according to the following schedule:

- a) Employees with less than 5 years of service shall accrue 5/6 vacation days per calendar month of service up to a maximum of 10 working days annually.
- b) Employees with 5 to 10 years of service shall accrue 1-1/4 vacation days per calendar month of service up to a maximum of 15 working days annually.
- c) Employees with more than 10 years of service shall accrue 1-2/3 vacation days per calendar month of service up to a maximum of 20 working days annually.

**Section 5.**

- a) For the purposes of calculating vacation, all time in which an employee was on an “out of pay” leave of absence shall not count toward the above calculation.
- b) An employee on workers’ compensation or other paid leave shall have all said time out count toward the above vacation calculation.

**Section 6.** No more than 15 vacation days shall be carried over from one vacation year to the next. The maximum accruable vacation time is 30 days.

**Section 7.** Whenever there is a conflict in requested vacation days between persons in the same department, preference shall be given to employees according to seniority.

**ARTICLE XIV - INSURANCE**

**Section 1.** The Employer will provide group health insurance benefits described below to eligible employees and their dependents. Eligibility to participate in the group plan shall be governed solely by the terms of the insurance contract. Group health insurance provided under this Agreement shall be comparable to the following:

- a) During the July 1, 2023 – June 30, 2026 Contract Years

Employees shall be offered benefits under the HDHP/HSA Plan (\$2,500/\$5,000) with benefit terms described in Attachment A.

The Town will fund thirty-five percent (35%) of the deductible cost.

- b) The Town will contribute to employees' HSA accounts in two (2) installments. The first will take place on the first payroll in July and the second on the first payroll in January of each contract year. The parties agree that an employee who incurs medical costs that exceed the first installment payment prior to the first payroll in January of any contract year, after showing proof of his/her exhaustion of the Town's first installment payment on covered medical expenses, is eligible to receive the second installment payment prior to the first payroll in January. The employee agrees to re-pay the Town, on a pro-rata basis, for any unearned portion of the Town's deductible contribution should the employee's employment with the Town terminate prior to June 30 of any contract year.

The parties acknowledge that the Town's contribution toward the funding of the HSA is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Town shall have no obligation to fund any portion of the HDHP deductible for retirees, beneficiaries, dependents, or other individuals upon their separation from employment.

- c) Consistent with the legal requirements, for employees who are eligible to receive and have elected to enroll in Medicare and are unable to contribute to an HSA or to have the Town contribute to an HSA on their behalf, the Town will offer the same medical benefits that it has agreed to provide to employees who participate in the HSA plan, through a Health Reimbursement Account ("HRA"), with the Town funding the same portions of the deductible as the Town funds for employees participating in the HSA plan.
- d) Employees shall be offered the dental plan without orthodonture. This coverage shall be available to the employee, his/her spouse and children as defined in the insurance contract.
- e) Life Insurance policy of \$20,000.00 or one and one-half (1.5) times the employee's base salary, whichever is greater, on the employee's life.
- f) Long term disability coverage equal to 60% of an employee's monthly pay to maximum of \$2,250.00 per month, offset by other sources of Employer sponsored income. Long-term disability coverage provided under this Agreement is subject to and governed by the terms and conditions of the insurance contract. To be eligible for long term disability coverage under this Agreement, the employee must be regular full-time, and must work at least 30 hours per week.

**Section 2.** Regular, full-time employees who regularly work at least 30 hours per week shall contribute toward payment of the premiums for medical/surgical and hospital benefit, major medical, dental and prescription plans offered by the Town in the following amounts:

<u>Dates</u>	<u>Percentage of Employee Contribution</u>
Effective 7/1/2023	19.0%
Effective 7/1/2024	19.0%
Effective 7/1/2025	20.0%

Regular, part-time employees who regularly work at least 20 hours per week may select insurance coverage described in this Article, provided such employees pay 100% of the premium required for coverage selected. The Town will provide the current COBRA costs on which the employee's percentage contribution shall be based.

Eligible employees who waive their right to participate in the Town's benefit plans shall receive the following annual payments, based on the level of coverage they would otherwise be eligible to receive, as follows:

Single: \$625	Two-persons: \$1,300	Family: \$1,700
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This payment will be made by separate check at the end of the plan year.

**Section 3.** The Employer may change carriers provided that the coverage made available to employees is substantially equivalent to the coverage described in this Article.

**Section 4.**

- a) For employees hired on or before June 30, 2005 the Town agrees as follows: Once the full-time employee (regularly worked 30 hours or more), who has regularly retired under the terms of the Town of Woodbury Pension Plan, is eligible for Medicare coverage, the Town shall provide, without cost to the employee, the medical supplemental riders to the employee. If the employee wishes to include his/her spouse with this coverage, the employee must pay one hundred (100%) percent of the difference in premium between that of the employee/spouse coverage and that of the employee only coverage. If the spouse outlives the former employee, the Town will then pay their medical insurance through this plan for three (3) months following the death of the retiree.
  
- b) For employees hired after June 30, 2005 and before July 1, 2008, the Town agrees as follows: Once the full-time employee (regularly worked 30 hours or more), who has regularly retired under the terms of the Town of Woodbury Pension Plan, is eligible for Medicare coverage, the Town shall pay 75% of the cost for medical supplemental riders for employee coverage. If the employee wishes to include his/her spouse with this coverage, the employee must pay one hundred percent (100%) of the difference in premium between that of the employee/spouse coverage and that of the employee only coverage. If the spouse outlives the former employee, the Town will then pay 75% of their medical insurance through this plan

for three (3) months following the death of the retiree.

- c) For employees hired on or after July 1, 2008, the Town agrees as follows: Once the full-time employee (regularly worked 30 hours or more), who has regularly retired under the terms of the Town of Woodbury Pension Plan, is eligible for Medicare coverage, the employee may purchase Medicare supplemental coverage at the Town's group rates provided the employee pays 100% of the premiums.
- d) Employees who receive Medicare supplemental coverage under this Section 4 shall pay the same prescription co-pays as active employees.

### **ARTICLE XV - SICK LEAVE**

**Section 1.** Sick leave without loss of regular pay shall be granted to employees in accordance with the following:

- a) Regular, full-time employees regularly scheduled to work at least 30 hours per week shall accrue sick leave at a rate of 1 day per full calendar month of employment, with a maximum of 12 days annually. No sick leave shall accrue when an employee is on an unpaid leave of absence for more than 3 days.
- b) Regular, part-time employees regularly scheduled to work at least 20 hours per week shall accrue sick leave at a rate of ½ day per calendar month.
- c) Part-time employees who work between 15 and 19 hours per week shall receive non-cumulative sick leave of 6 days per year, prorated to the hourly amount normally worked by the employee.

**Section 2.** Employees must notify their supervisors as far in advance as possible of their inability to report to work and their anticipated length of absence. Sick leave may be taken in hourly increments.

**Section 3.** Sick leave may be granted for personal or family sickness or physical incapacity resulting from causes beyond the employee's control. The Employer may require medical verification of illness that lasts for more than 3 working days.

**Section 4.** Accrued but unused sick leave shall not be payable on termination except for retirement. Upon retirement, an employee shall receive ¼ days pay for each unused sick day.

**Section 5.** Funeral leave may be granted if there is a death in the immediate family of the employee with 3 days permitted for each such death. For purposes of this section "immediate family" means the spouse, father, mother, mother-in-law, father-in-law, brother, sister, son, daughter, grandparents, step-parents, step-children and grandchildren of the employee. One day off with pay shall be granted if there is a death of the employee's brother-in-law, sister-in law, aunt, or uncle. Time off for funeral leave will not be counted against accrued sick time.

**Section 6.** Sick leave may be taken to meet medical or dental appointments when an employee has made a reasonable effort to secure appointments outside his or her working hours provided the department head is notified at least one day in advance.

**Section 7.** The Town shall establish a voluntary master sick leave bank for use by employees who suffer prolonged illness or have an immediate family member who suffers prolonged illness, and who have exhausted their sick leave.

- a) Participation in the master sick leave bank requires a minimum annual contribution of two sick days from the participating employee's accumulated sick leave. However, employees may contribute more than two days if they desire. Employees wishing to participate in the master sick leave bank must contribute to the bank during the month of January each year.
- b) A participating employee shall be permitted, upon written application to the First Selectman, and with the First Selectman's approval, to withdraw up to thirty days from the bank after his/her own accumulated sick leave has been exhausted. The employee shall be permitted, upon written application to the First Selectman, and with the First Selectman's approval, to withdraw one additional thirty-day period. Any employee applying to the First Selectman for leave from the master sick leave bank shall provide documentation clearly demonstrating that the illness warrants such absence.
- c) Any employee who ceases participation in the master sick leave bank shall not be allowed to withdraw any contributed sick days.
- d) Any employee withdrawing sick days from the master sick leave bank shall not be required to replace such days, except as a regular participating member of the bank.
- e) The First Selectman may approve an employee's request for sick leave from the bank even if there are no days remaining in the bank and shall debit the sick leave bank for used days, as the days become available through contributions. The First Selectman reserves the right to deny an employee's application for leave if there is insufficient employee participation in the sick leave bank.
- f) For purposes of the master sick leave bank, a day of leave is equivalent to a day of pay for the participating member, and as such, there shall be no difference in the monetary value between the days contributed by one participating member and the days received by another member.
- g) Leave from the master sick leave bank may be used until the participating member qualifies for long term disability. Leave from the master sick bank may not be used to supplement payments received through the Town's long term disability plan.



## **ARTICLE XVI - PERSONAL LEAVE**

**Section 1.** Regular, full-time employees regularly scheduled to work at least thirty (30) hours per week shall be permitted three (3) personal days off without loss of regular pay per calendar year. These days may be used for personal business or for the observance of religious holidays. Employees are eligible to take these days upon completion of the probationary period.

**Section 2.** Unused personal leave days shall be paid upon termination of employment unless the employee is terminated for just cause. Personal leave days do not accumulate from year-to-year and are forfeited if not used by December 31.

**Section 3.** When possible, employees shall notify their department heads two (2) working days in advance of requested personal leave days. Personal leave may be taken in hourly units.

## **ARTICLE XVII - PENSION**

**Section 1.** The Employer shall maintain in effect for the duration of this Agreement the Town of Woodbury Pension Plan dated April 4, 1969 and amended June 14, 1976, August 12, 1981, November 19, 1981, November 16, 1992, November 16, 1998, and updated as of July 1, 2014. Employees hired on or after July 1, 2019 shall not be eligible to participate in the Town Pension Plan. Instead, they shall participate in a defined contribution plan to be established by the Town. Such employees shall be required to contribute 2.0% of their base pay to the plan; the Town shall contribute 5.0% of employee's base pay plus overtime after employees complete their probationary period.

**Section 2.** Employees shall be eligible to contribute to the Section 457 and Roth IRA plans offered by the Town, subject to legal requirements and limitations.

## **ARTICLE XVIII - PROMOTIONS**

**Section 1.** Employees shall have the right to apply for promotional opportunities in any Town office or department. All current bargaining unit members who apply for said promotion shall be granted an interview provided that such individual is qualified for the position.

**Section 2.** An employee who is promoted to a higher job classification shall be placed in the salary range of the new classification at the discretion of the Town, provided that the employee shall receive a wage increase.

## **ARTICLE XIX - MISCELLANEOUS**

**Section 1.** If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall continue in full force and effect.

**Section 2.** The Employer agrees to furnish each employee covered by this Agreement

with a copy of such Agreement.

**Section 3.** The Town will allow the Union to post official notices in the areas where notices to employees are customarily posted.

**Section 4.** When an employee is authorized and required by Town management to use his/her personal vehicle for Town business, the employee will receive reimbursement at the current I.R.S. mileage rate per mile. Written requests for mileage and tolls shall be submitted monthly.

**Section 5.** The Town will reimburse the employee for 100% of the cost of tuition and fee expenses, up to \$750.00 per year, incurred by the employee to attend a job-related training course, provided that the course is approved by the First Selectman and provided that the employee receives a passing grade.

**Section 6.** An employee, upon request, shall have access to his/her personnel file as provided by law. The Town will notify the employee if a person other than the Employer seeks access to the employee's personnel file.

**Section 7.** The Town shall have the right to use video and audio electronic monitoring to evaluate and monitor the performance and activities of employees, and employees shall retain the right to grieve any discipline.

**Section 8.** The Superintendent of Parks shall be supplied with the same clothing, equipment, and shoe allowance as the maintenance employees in the Public Works bargaining unit.

**Section 9.** All vacancies and new positions shall be posted in all areas where notices to employees are customarily posted for five (5) working days. Bargaining unit members who apply for the posting shall be granted an interview provided that such individual is qualified for the position.

**Section 10.** The Town shall notify the local President of all new hires for positions to include their positions and wages. The Town shall also notify the local President of all resignations/terminations in the bargaining unit.

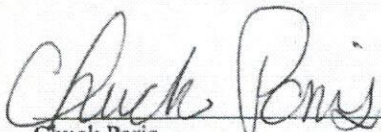
**Section 11.** Employees shall provide two (2) weeks written notice of their decision to leave employment with the Town.

ARTICLE XX - DURATION

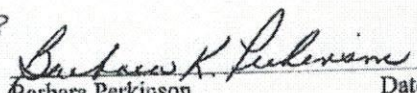
This Agreement shall be effective as of July 1, 2023 through June 30, 2026. The Agreement shall continue from year to year thereafter unless either party gives 150 days written notice prior to June 30, 2026, or June 30 in any year thereafter, of its desire to modify or terminate the Agreement.

AFSCME Council 4

TOWN OF WOODBURY

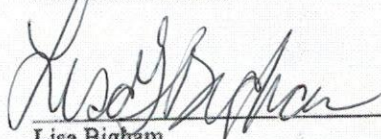
  
\_\_\_\_\_  
Chuck Paris  
Union Representative

7/11/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Barbara Perkinson  
First Selectman

7/3/23  
\_\_\_\_\_  
Date

ADMINISTRATIVE PROFESSIONALS BARGAINING UNIT

  
\_\_\_\_\_  
Lisa Bigham  
Local 1303-476 President

7/12/2023  
\_\_\_\_\_  
Date

ATTACHMENT A

**HDHP HSA**

COST SHARE PROVISIONS	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Annual Deductible ( <i>individual/ family</i> )	\$2,500 / \$5,000	
Coinsurance	0% after deductible up to	30% after deductible up to
Cost Share Maximum ( <i>individual/ family</i> )	\$3,500 / \$6,850	\$7,500 / \$15,000
Lifetime Maximum	Unlimited	Unlimited

<b>PREVENTIVE CARE - Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits</b>	<b>In-Network After Annual Deductible Member pays:</b>	<b>Out-of-Network After Annual Deductible Member pays:</b>
Well child care	No Charge; Deductible waived	30%
Periodic, routine health examinations		30%
Routine OB/GYN visits		30%
Mammography		30%
Hearing screening		30%

**MEDICAL CARE**

Office visits	0%	30%
Outpatient mental health & substance abuse	0%	30%
OB/GYN care	0%	30%
Surgical fees of a Physician or Surgeon	0%	30%
Maternity care	0%	30%
Diagnostic lab and x-ray	0%	30%
High-cost outpatient diagnostic – <i>prior authorization required</i> <i>The following are subject to cost share: MRI, MRA, CAT, CTA, PET, SPECT scans</i>	0%	30%
Allergy services		
<i>Office visits/testing</i>	0%	30%
<i>Injections</i>	0%	30%

**HOSPITAL CARE – Prior authorization required**

Semi-private room ( <i>General/Medical/Surgical/Maternity</i> )	0%	30%
Inpatient mental health & substance abuse	0%	30%
Skilled nursing facility – <i>up to 100 days per calendar year</i>	0%	30%
Rehabilitative services – <i>up to 100 days per person per calendar year</i>	0%	30%
Outpatient surgery – <i>in a hospital</i>	0%	30%
Ambulatory surgery- <i>in other than a hospital setting</i>	0%	30%

**EMERGENCY CARE**

Walk-in centers	0%	30%
Urgent care – <i>at participating centers only</i>	0%	30%
Emergency care	0%	0%
Ambulance	0%	0%

HDHP w Rx copay Non Emb

**OTHER HEALTH CARE**

	<b>In-Network After Annual Deductible Member pays:</b>	<b>Out-of-Network After Annual Deductible Member pays:</b>
Outpatient rehabilitative services – PT, OT, ST and chiropractic - <i>Prior authorization required after the first visit for PT and OT. 50 combined visit maximum for PT, OT, ST and chiro per year.</i>	0%	30%
Durable medical equipment / Prosthetic devices <i>Unlimited maximum per calendar year</i>	50%	30%
Diabetic supplies, drugs & equipment <i>Diabetic drugs are covered at in-network benefit level</i>	50%	30%
Infertility – <i>prior authorization required</i> <i>Some restrictions may apply</i>	0%	30%
Home health care <i>100 visits per member per calendar year</i>	0%	30%

**PRESCRIPTION DRUGS**

Tier 1 <i>Tier 1 drugs have the lowest copayment. This tier contains low cost or preferred medications that may be generic, single source brand drugs</i>	\$5 Copayment	\$10 Copayment
Tier 2 <i>Tier 2 drugs have a higher copayment than those in Tier 1. This tier will contain low cost or preferred medications that may be single source brand drugs</i>	\$25 Copayment	\$50 Copayment
Tier 3 <i>Tier 3 drugs have a higher copayment than those on Tier 2. This tier will contain low cost or preferred medications that may be single source brand drugs</i>	\$40 Copayment	\$80 Copayment

**Notes to Benefit Descriptions**

- ◆ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ◆ Members must utilize participating Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- ◆ For services rendered by out-of-network providers, members are responsible for paying any charges in excess of the Maximum Allowable Amount. Please reference your Subscriber Agreement/Certificate of Coverage for additional details.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your health plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; refractive eye surgery; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

*This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.*