

COLLECTIVE BARGAINING AGREEMENT

between

THE TOWN OF NEW FAIRFIELD

and

**NEW FAIRFIELD TOWN HALL EMPLOYEES
LOCAL 1303-213 OF CONNECTICUT COUNCIL #4
AFSCME, AFL-CIO**

Expires June 30, 2027

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AGREEMENT

WHEREAS, the employees of New Fairfield petitioned to organize for the purpose of collective bargaining; and

WHEREAS, in response to said petition the Town of New Fairfield (hereinafter "Town") and the employees of New Fairfield and Connecticut Council #4, AFSCME, AFL-CIO met and agreed on a description of a bargaining unit and further agreed that the employees included in said unit would participate in an election to determine whether they wished to organize collectively and be represented by Connecticut Council #4, AFSCME, AFL-CIO; and

WHEREAS, on July 10, 1986, in response to the aforementioned decision of said election, the Connecticut State Board of Labor Relations did certify the bargaining unit (See SCBLR Dec. No. 2511 1986); and

WHEREAS, the Town and New Fairfield Town Hall Employees Local 1303-213 of Connecticut Council #4, AFSCME, AFL-CIO (hereinafter "Union") entered into negotiations for a collective bargaining agreement between the Town and the Union;

IT IS THEREFORE AGREED THAT this Agreement is a result of said negotiations and is entered into by and between the Town and the Union.

PREAMBLE

The Town and the Union agree to continue to participate in a spirit of harmony and cooperation in order to promote the well-being of the employees of the Town.

ARTICLE 1 - RECOGNITION

Section 1.0 - Recognition. The Town hereby recognizes AFSCME Local 1303-213, (hereinafter the "Union"), as the sole and exclusive bargaining agent with respect to wages, hours, terms and conditions of employment for the employees of the Town covered by this Agreement (hereinafter "employee(s)").

Section 1.1 - Bargaining Unit. The employees covered by this Agreement are all full-time Town Hall employees in positions listed in the Wage Appendix of this Agreement except that the Building Official shall be excluded from this unit effective July 1, 2018.

Section 1.2 - Management Prerogatives. Except as specifically relinquished, abridged or limited by a specific provision of this Agreement, it is agreed that the Town has retained all rights and privileges, whether exercised or not, it had prior to the signing of this Agreement. The right to manage business of the Town and direct the working force of the Town Hall as defined herein, is vested exclusively in the Town, which right shall include, but shall not be limited to, the right to hire, promote and demote; to suspend, discharge or otherwise discipline for just cause; to maintain discipline and efficiency of employees and prescribe reasonable rules to that end; to layoff; to dismiss

for proper cause; to determine the extent to which work or employment shall be increased or reduced, including the exclusive right to plan, direct and control Town Hall operations; and to change equipment or facilities.

ARTICLE 2 - UNION SECURITY

Section 2.0 - Checkoff. The Town agrees to deduct monthly Union dues as the case may be from payroll checks of each employee who authorizes such deduction in the amount certified by the Union. The specific payroll check or checks each month from which deductions are made shall be determined by the Town and the Union but shall be uniformly applied to all participating employees.

Section 2.1 - Membership. Any employee hired after the effective date of this Agreement and any employee who has become a member of the Union prior to the effective date of this Agreement may choose to become or remain a member of the Union in good standing and shall pay to the Union monthly Union dues in the amount uniformly required of its members.

Section 2.2 - Remittance. The Town agrees to remit to the person and place designated by the Union all dues and service fees together with a report which will show the name of each employee and the amount of money deducted. The Union shall provide payroll authorization cards and shall notify the town as to which employees are service fee payers.

Section 2.3 - Save Harmless. The Union agrees to defend and save harmless the Town from any claims, actions, damages or other loss, including attorney's fees and costs, which may arise from the Town's enforcement of and compliance with Article 2.

ARTICLE 3 - SENIORITY

Section 3.0 - Seniority Defined. Seniority shall be calculated and defined on two (2) separate bases for application within the body of this Agreement.

A. **Job Classification Seniority.**

Job Classification Seniority is defined as the employee's total length of continuous service in the employee's current position.

B. **Town Wide Seniority.**

Town Wide Seniority is defined as the employee's total length of continuous service with the Town.

Section 3.1 - Seniority List. The Town shall prepare and maintain a seniority list showing the seniority order and date of entry for the Job Classification Seniority and the Town Wide Seniority for all employees. The Town will furnish the Union with a copy of the list annually.

Section 3.2 - Probationary Period. A newly hired employee shall serve a probationary period of six (6) months from the date the employee assumes his/her position with the Town. Upon

completion of three (3) months the Town will promptly provide the employee with a performance review in writing. The Town may extend the full six (6) months probationary period for an additional three (3) months provided that the Town notify the employee and the Union during the seven (7) day period immediately prior to the expiration of the probationary period of its intention to extend the probationary period. Further, absences in excess of three (3) consecutive work days shall not be credited toward the probationary period, that is such absences shall serve to extend the probationary period for an equivalent length of time and the employee's seniority date shall be adjusted by post-dating the hire date by the equivalent length of time. The notice shall be in writing and shall state the specific reason or reasons for the extension. During such probationary period the employee shall be entitled to representation by the Union, but actions taken with respect to discipline and discharge or other termination shall be in the sole discretion of the Town and shall not be subject to the grievance and arbitration procedure. Upon completion of the probationary period, the employee's seniority shall date back to the date of hire.

Section 3.3 - Job Posting. All job vacancies shall be posted for a period of at least five (5) work days prior to filling the job. Any employee interested in applying for the job shall notify the Town in writing.

Section 3.4 - Promotional Working Test Period. A newly promoted employee shall serve a working test period of six (6) months from the date of promotion. Upon completion of three (3) months, the Town will promptly provide the employee with a performance review in writing. The Town may extend the six (6) month working test period for an additional three (3) months provided that the Town notifies the employee and the Union during the seven (7) day period immediately prior to the expiration of the working test period of its intention to extend the working test period. Further, absences in excess of three (3) consecutive work days shall not be credited toward the probationary period, that is such absences shall serve to extend the probationary period for an equivalent length of time. The notice shall be in writing and shall state the specific reason or reasons for the extension. In the event the employee does not successfully complete the working test period, the employee shall be returned to the position he or she formerly held at the previous rate of pay.

Section 3.5 - Vacancies. All job vacancies shall be filled on the basis of applicant qualifications as matched to the requirements of the position. The best qualified applicant shall be selected. Where qualifications are equal among two or more internal applicants, seniority shall prevail.

The Town shall make every effort to fill vacancies as soon as possible. For the purposes of this section, a position is vacant as of the first business day following the last day of work of the employee leaving the position; or, in the case of a newly established position, the first business day following the establishment of the position in accordance with the process currently in effect for establishing new positions.

A new position shall not be determined established until such time as it has been appropriately funded by the Town.

Section 3.6 - Layoff. In the event that the Town is forced to reduce its staff as a result of unavoidable economic hardship, each employee shall be laid off in reverse order of the employee's

length of continuous employment with the Town (i.e., the least senior employee is laid off first, etc.) within the employee's job classification. Any employee who is laid off is entitled to bump any employee with less seniority in an equal or lower job classification provided that the employee is qualified to perform the required work. Job classification shall mean job title.

Section 3.7 - Recall. A laid off employee is subject to recall for a period of one (1) year from the date of layoff. No employee shall be hired until all laid-off employees have had an opportunity to fill the open position. No laid off employee shall be denied recall to any position unless the employee lacks the minimum qualifications required to perform the work. Seniority will not accrue during any period of layoff; however, seniority will be restored retroactively to the date of layoff for any employee so recalled to employment as stated above.

Section 3.8 - Performance Reviews and Merit Awards.

- A. Annual performance reviews shall be discussed between the employee and supervisor and shall be based upon fair and objective criteria and standards. Any disputes concerning performance reviews may be subject to the grievance procedure but shall not be subject to arbitration.
- B. At the discretion of the First Selectman, an employee may receive a meritorious financial award in recognition of the employee's outstanding job performance. Any disputes concerning the granting or withholding of such an award shall not be subject to the grievance and arbitration procedure.

Seniority 3.9 – Seniority. Seniority shall be broken by:

- (1) Discharge.
- (2) Resignation
- (3) Layoff for a consecutive period exceeding the period of recall rights.
- (4) Failure to return to work after an authorized leave of absence or recall from layoff.
- (5) Absence without leave exceeding three days without valid reason.
- (6) Retirement.
- (7) Any other termination from employment; or
- (8) If the employee is absent as a result of illness, accident or injury on the job for a period equal to nine (9) months over a rolling twelve (12) month period.

An employee whose seniority is lost for any of the reasons outlined in this paragraph, shall be considered a new employee if (s)he is again employed by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance provisions of this Agreement.

ARTICLE 4 - HOURS OF WORK

Section 4.0 - Hours of Work and Payroll. The normal work week for all positions, except the position of Police Department Secretary, shall consist of four (4) full days, Monday through Thursday inclusive, and a partial day on Friday, totaling thirty-five and one-half (35-1/2) hours per week. The Police Department Secretary shall work a normal work day of seven (7) hours, Monday through Friday, and a normal work week of thirty-five (35) hours.

Payroll is currently weekly. If the Town chooses to change to a bi-weekly payroll in the future it will provide the Union with thirty (30) days advance notice of the change.

Section 4.1 - Work Schedule.

A. 35.5 Hour Work Week.

All employees except those listed in subsection b. below shall work the following hours:

Monday through Thursday: 8:30 a.m. to 5:00 p.m.

Friday: 8:30 a.m. to noon or an equivalent alternative, Monday through Friday, as approved by the First Selectman.

B. 35 Hour Work Week.

The Police Department Secretary shall work the following hours:

Monday through Friday - 8:00 a.m. to 3:30 p.m.

Section 4.2 - Lunch Schedule. Each employee shall receive a one-half (1/2) hour lunch break which will be scheduled through the employee's immediate supervisor. Lunch hours will be scheduled to ensure coverage of all offices during the 8:30 a.m. to 5:00 p.m. period.

Section 4.3 - Overtime. An employee who works in excess of the employee's regularly scheduled hours in any work week shall be paid straight time to forty hours and one and one-half (1-1/2) times the employee's regular hourly rate of pay for all such work in excess of forty (40) hours; paid time off, except for sick time, counts towards the calculation of forty (40) hours worked in a work week. No overtime shall be worked without prior written approval of the First Selectman or his/her designee.

Section 4.4 - Overtime. An employee who works on a regularly scheduled day off shall be paid one and one-half (1-1/2) times the employee's regular hourly rate of pay for all such work. An employee who works on a day which is listed in this Agreement as a holiday shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay in addition to the regular pay for the day for all work performed on the holiday.

Section 4.5 - Compensatory Time Off. To the extent permitted by law, an employee may elect to take compensatory time off in lieu of overtime pay. Such compensatory time shall accrue at the applicable overtime rate. Compensatory time off may be taken at any time subject to the prior approval of the employee's supervisor. Compensatory time may be accumulated to a maximum of twenty-four (24) hours. Any compensatory time off that has not been taken by the end of the fiscal year will be paid in the last pay period of June.

Section 4.6 - Call Back. Any employee who is called back to work outside his/her regularly scheduled work hours shall be paid a minimum of three (3) hours at the applicable overtime rate. An employee who, by virtue of his or her position, is required to attend board or commission meetings which occur outside of regular working hours shall be paid for actual time in attendance at the applicable overtime rate with a minimum of one (1) hour.

Section 4.7 - Exempt Employees. The foregoing Sections 4.2 through 4.6 do not apply to employees holding positions exempt from the Federal and State wage and hour laws. Exempt employees work all hours necessary for the performance of their job responsibilities without overtime compensation. Because such hours may exceed a normal work week, exempt employees may work flexible hours, subject to the approval of their supervisor.

ARTICLE 5- HOLIDAYS

Section 5.0 - Holiday Schedule. The following holidays shall be observed as days off with full pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Day
Juneteenth	One Floating Holiday

For employees whose work week is Monday through Friday as set forth in Section 4.1 a. above, when any of the above holidays fall on a Sunday, the following Monday will be observed as the holiday; when any of the above holidays fall on a Friday or Saturday, the preceding Thursday beginning at noon and Friday will be observed as the holiday. On the day before Thanksgiving, Town offices will close at noon.

For employees whose work week is Monday through Friday as set forth in Section 4.1 b. above, when any of the above holidays fall on a Saturday, the preceding Friday will be observed as the holiday; when any of the above holidays fall on a Sunday, the following Monday will be observed as the holiday.

The floating holiday shall be scheduled in no less than one (1) hour increments.

Section 5.1 - Holidays During Vacation. When a holiday falls during an employee's vacation, the vacation shall be extended by one (1) day for each holiday.

Section 5.2 - Religious Holidays. In order to avoid loss of pay, an employee annually may use personal days, earned days, or vacation days; or, through prior agreement with the First Selectman, exchange not more than one (1) paid holiday for a religious holiday. In the latter case, the employee will receive a regular day's pay for the religious holiday regardless as to whether the substituted holiday falls before or after the religious holiday. It is understood and agreed that a religious holiday is in exchange for a holiday and is equivalent to a holiday and, therefore, notwithstanding any provision of this Agreement to the contrary, the employee will not receive overtime compensation for a normal days work performed on the substituted holiday.

ARTICLE 6 - VACATIONS

Section 6.0 - Vacation Schedule. Employees shall be eligible for paid vacations in accordance with the following schedule:

<u>Service</u>	<u>Work Weeks</u>	<u>Hours*</u>
After one (1) years of employment	2	71/70/80
Alter five (5) years of employment	3	106.5/105/120
After ten (10) years of employment	4	142/140/160
After Twenty-one (21) years of Employment	4 Plus 1 day	150/147/168
After twenty-two (22) years of Employment	4 plus 2 day	158/154/176
After twenty-three (23) years of Employment	4 plus 3 day	166/161/184
After twenty-four (24) years of Employment	4 plus 4 days	174/168/192
After twenty-five (25) years of Employment	5	177.5/175/200

*Based on regularly scheduled work week.

Town Wide Seniority shall be used for vacation length calculation. The First Selectman may grant up to three (3) days of vacation leave to any employee with less than one year Town Wide Seniority. Any leave so granted by the First Selectman shall be credited against vacation leave earned after one (1) year of employment. For the limited purpose of determining vacation usage, for 35.5 hour per week employees, any full vacation day taken on Monday, Tuesday, Wednesday, or Thursday shall be charged as eight (8) hours of vacation used; any full vacation day taken on a Friday shall be charged as three and one-half (3-1/2) hours of vacation used.

Section 6.1 - Vacation Year. The vacation year shall be July 1st through June 30th. Each employee shall be credited with vacation on July 1st based upon the employee's Town Wide Seniority as of the previous June 30th. If, within the vacation year, an employee reaches an anniversary date of hire entitling the employee to additional vacation, said additional vacation shall be credited as of the anniversary date on a pro-rated basis through the end of the vacation year.

Section 6.2 - Vacation Selection. Vacations may be taken at any time throughout the year in increments no smaller than one-half (1/2) work day. Scheduling will be determined by each department subject to the approval of the First Selectman. No vacation will be unreasonably denied.

Section 6.3 - Vacation Carry-Over. An employee may carry over a maximum of five (5) days of vacation into the next fiscal year, upon written application to and subject to prior written approval of the First Selectman or designee. Requests for carryover must be submitted no later than June 15th.

Section 6.4 - Payment In Lieu Of Vacation. Payment in lieu of vacation shall not be permitted except that an employee who terminates his/her employment with at least two weeks prior notice shall be paid for all unused vacation. In the event of an employee's death, the employee's estate or named beneficiary shall receive any payment for unused vacation which is due.

ARTICLE 7 - LEAVE PROVISIONS

Section 7.0 - Sick Leave. Each employee shall receive unlimited sick leave during the pendency of a debilitating illness (including pregnancy-related disabilities) or injury of six months or less duration. Such employee shall be paid at 100% of base wages for the first ten (10) days of absence and at 66-2/3% of base wages from the eleventh (11th) day of absence through the one hundred thirtieth (130th) day of absence. If an employee is unable to pursue his employment with the Town for a period of time exceeding six months as a result of a debilitating illness (including pregnancy-related disabilities) or injury, the employee shall receive benefits pursuant to the applicable long term disability insurance policy for months seven (beginning with the one hundred thirty-first (131st) day of absence) through twelve of the disability. Whenever an employee is reimbursed by a third party (except proceeds from an insurance plan paid for by the employee) for lost wages due to injury or illness, the employee shall receive the disability benefits provided by this Section less the third party payment for lost wages.

The First Selectman or Department Head may require a doctor's certificate from any employee who uses any sick leave of more than one (1) day provided that the First Selectman has a good faith belief that the employee is abusing the sick leave program. For the purposes of this section, any sick leave of long duration is defined as an illness or injury of more than five (5) work days. In the case of sick leave of long duration, the First Selectman or Department Head may require periodic statements as the employee's condition from a physician who is caring for the employee. In any case where the illness or injury results in an absence of fifteen (15) work days or more the First Selectman may require the employee to submit to an examination by a Doctor designated by the First Selectman. Said examination shall be at Town expense.

If any illness or injury results in a disability of more than six months duration, the Town shall have the right to retire or discharge the employee if the medical prognosis indicates that the employee will not be able to return to the position that was held prior to the injury or illness or after the employee has been absent for twelve months, whichever is earlier.

For the purpose of this Section, date of disability is the first day the employee was unable to report to work due to the disabling illness or injury. Successive periods of disability separated by less than two (2) calendar months are considered as the same disability when the illness or injury rendering the employee disabled remains the same.

Section 7.1 - Bereavement Leave. Employees are entitled to up to four (4) consecutive working days bereavement leave with pay at the time of death of a spouse, parent, child, grandchild, brother or sister, and two (2) working days for the death of a grandparent, father-in-law, mother-in-law, brother-in-law or sister-in-law. At the discretion of the First Selectman, where unusual circumstances and equity dictate, one (1) working day may be granted with pay at the time of death of any other person not described in this section in order to attend the funeral of that person.

Section 7.2 - Sickness in Family Leave. Employees may use up to three (3) sick days for the purpose of attending to a member of the employee's immediate family who is sick or injured. Immediate family shall be defined as parent, spouse, child or other dependent.

Section 7.3 - Jury Duty Leave. Employees shall be entitled to full pay at the current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed employee's regular wage. The employee shall give adequate notice of the jury call so that an appeal to be excused from jury duty can be made.

Section 7.4 - Military Leave. An employee who is a member of the National Guard or Naval Militia, or of the military or naval forces of the United States and is required to undergo field training will receive the difference between his/her salary and payment received from the government, exclusive of the travel allowance, for a period of up to two (2) weeks per year. All military leave and veterans' rights shall be in accordance with applicable State and Federal law including, but not limited to, USERRA.

Section 7.5 - Union Business Leave. Not more than two (2) Union Officials shall be allowed the required time to attend official Union conventions and conferences. The maximum time per year shall be limited to six (6) days off. This leave shall be without pay, however; other available paid leave may be used to secure compensation.

Section 7.6 - Perfect Attendance Leave. An employee who maintains perfect attendance for six (6) consecutive months shall receive one day off with pay. Perfect attendance is defined for purposes limited to this section as no paid absence other than a vacation, holidays, perfect attendance days, on the job injury leave, funeral leave, military leave, jury duty leave and union leave. Use of perfect attendance days is subject to written approval of the First Selectman or designee. A month is defined as a specific calendar month for the purposes of this section (e.g., January, February, etc.). Up to fifty-six (56) hours of perfect attendance leave may be carried over from one fiscal year to the

next; any hours in excess of fifty-six (56) hours shall be taken or forfeited at the end of the fiscal year. There shall be no payment in lieu of time off earned for perfect attendance.

Section 7.7 - Personal Leave. Each employee shall be entitled to three (3) personal days off without loss of pay each year. Personal days shall be scheduled in no less than half-day increments. Personal days do not accumulate from year to year. An employee will be paid for unused personal leave at termination of employment, provided that the employee has given the Town at least two (2) weeks' notice of his or her intent to leave the employ of the Town and has continued to work at his job for the two week period following the giving of notice. An employee shall be ineligible for said payment if during the two week period following notice he is absent more than two days by virtue of his use of bereavement leave or sick leave. If the employee is absent as a result of his use of any other type of leave, he shall be ineligible for this payment.

Section 7.8 - Child Rearing Leave. An employee shall receive unpaid leave following the birth or adoption of that employee's child pursuant to applicable Federal and State law. Should applicable Federal and/or State law be repealed, an employee shall receive up to two (2) months unpaid leave.

Section 7.9 - Leave of Absence Without Pay. Any employee may be granted an unpaid leave of absence of up to one (1) year for pressing personal reasons. Upon conclusion of the leave, the employee may be returned to his/her former job classification. Medical insurance will be maintained by the Town for sixty (60) days during the leave. Seniority will be frozen during the leave. Denial of a requested leave of absence is not grievable.

ARTICLE 8 - WAGES

Section 8.0 - Wage Schedule. Wages for all employees are as set forth in the Wage Appendix which is appended to and made part of this Agreement. Pay day for employees will be every Friday, except if changed in accordance with Article 4, Section 4.0.

Section 8.1 - Temporary Work at Higher Classification. An employee who is temporarily assigned by the Town in a higher classification shall be compensated for the work beginning on the sixteenth (16th) work day following the assumption of the higher classification work. The rate of compensation for such temporary work shall be ten percent (10%) of the employees regular rate of pay for assumption of the duties of an absent employee and twenty percent (20%) of the employee's regular rate of pay for assumption of the duties of an employee who is no longer employed by the Town, not to exceed the hourly rate of the higher classification.

Section 8.2 - Damage to Property. In the event that an employee's personal property is damaged or destroyed during the performance of his or her work, the employee may submit a claim for reimbursement to the Town. The Town will review the claim and, at its sole discretion, may make full or partial restitution or deny the claim.

Section 8.3 - Mileage Reimbursement. An employee who used his/her personal vehicle in the service of the Town shall be reimbursed for mileage at the allowable IRS rate.

Section 8.4 - Educational Reimbursement. The Town will continue to reimburse employees for job related seminars and courses in accordance with current practice.

Section 8.5 - Longevity. Effective in calendar year 2024, and each calendar year thereafter, each employee shall be paid the following annual longevity, payable in the second pay period of July based on years of service completed in the current calendar year:

Completion of 5 Yrs. of Service	-	\$200
Completion of 10 Yrs. of Service	-	\$300
Completion of 15 Yrs. of Service	-	\$400
Completion of 20 Yrs. of Service	-	\$500

Employees hired on or after July 1, 2023, shall not be eligible for longevity payments.

ARTICLE 9 - INSURANCE AND PENSION

Section 9.0 – Health Insurance Coverage.

Effective July 1, 2015 the Town shall provide as the only health insurance plan to each employee and his/her eligible dependents a High Deductible Health Plan ("HDHP") with a Health Savings Account ("HSA"). The HDHP shall have the following components:

Deductible: Effective July 1, 2016; the deductible shall be \$1,750 for individual and \$3,500 for family.

In-Network:

- 90%/10% co-insurance after the deductible has been met;
- Out of Pocket Maximum of \$2,250 for individual/\$4,500 for family

Out of Network:

- 70%/30% coinsurance after the deductible has been met;
- Out of Pocket Maximum of \$4,000 for individual/\$8,000 for family

Prescription Drugs:

The cost of prescription drugs shall count towards the deductible and shall be subject to 10% co-insurance after the deductible has been met, and subject to the applicable out of pocket maximum.

Employer Contribution into HSA:

Each July 1st, the Town shall contribute into the HSA \$875 for individual and \$1750 for family.

Employee Premium Cost Share Contribution:

- Effective upon execution 17.5%
- July 1, 2024 19.5%

- July 1, 2025 20.5%
- July 1, 2026 21.5%

Retirement or COBRA:

The Town shall not contribute into the HSA for employees who retire or who leave employment.

Proration of Contribution into the HSA:

The Town shall prorate its contribution of its share of the deductible into the HSA for employees hired mid-year (after July 1 and before June 30) based upon the number of months into the year the employee is hired. For example, for an employee hired in September, the Town shall contribute 9/12 or 75% of its share of the deductible into the HSA.

Other Plan Changes Relative to Current Plan:

Plan changes necessitated by Insurance Carrier ESA Platform, See Anthem Plan

deviation exhibit (attached hereto as Exhibit A) for details.

Dental Insurance:

The Town shall continue the existing plan and contribution method, except that employee cost share contributions shall be the same as the cost share contributions for the HDHP health insurance plan.

For those ineligible for the HSA program, a mirror HRA plan will be implemented.

Change of Carrier:

When the Town is anticipating a change in health insurance carriers, two local representatives of the Union and the AFSCME staff representative will be given an opportunity to participate in meetings for the purpose of presentation of information about the insurance plan under consideration, including a comparison of the benefits of the plan with the benefits of the existing health insurance plan. The Union will have at least 30 days from the date of the first meeting to review the information and provide input to the Town. The Town may change/add carriers so long as the benefits remain substantially similar when viewed as a whole.

Excise Tax:

The Patient Protection and Affordable Care Act has set forth and codified under the Internal Revenue Code the imposition of an excise tax related to employer-provided health insurance plans that exceed certain value thresholds. The imposition of the excise tax is currently scheduled to take effect in 2020. Should any federal statute or regulation pertaining to the ACA be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with MERA. During such mid-term negotiations; the parties will reopen this Insurance Benefits Section for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

Section 9.1. The Town shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion of the employee's share of health insurance premiums from the employee's taxable income. The Town makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom, except for available remedies, if any, pursuant to M.E.R.A. This waiver on the part of the Union shall not extend to acts which maybe committed by the Town or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan.

Section 9.2. Should substantially comparable health insurance coverage become available through the State of Connecticut health insurance plans, or a similar pooling concept, the Union may request the Town to meet and confer on the possibility of implementing such alternative coverage if such coverage is proven to be a cost savings to the Town and the employees. The Town has no obligation to meet and confer with the Union; however, if the Town does agree to meet and confer with the Union, the resulting discussions shall not be construed as a reopener of any provision of this Agreement and shall not be subject to the provisions of MERA that govern collective bargaining agreement reopeners and binding arbitration.

Section 9.3 - Life Insurance. The Town, at Town expense, shall provide each employee with group life and accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$50,000).

Section 9.4 - Long Term Disability. The Town shall continue to maintain the long term disability plan currently in effect at no cost to the employee.

Section 9.5 - Retirement Plan. The Town of New Fairfield Retirement Income Plan as last amended effective January 1, 1994 and executed on May 16, 1995 (herein referred to as "Pension Plan") is the retirement plan for all employees and is made part of this Agreement.

Section 9.6 - Tax Sheltered Annuity Plan. The Town agrees to provide a tax sheltered annuity plan for all employees who choose to participate. The plan shall conform to guidelines set forth for Governmental Deferred Compensation Plan (26 USC 457).

ARTICLE 10 - DISCIPLINARY PROCEDURE

Section 10.0 - Discipline and Discharge. No employee shall be discharged or otherwise disciplined except for just cause; except that the Town shall have the right in its sole discretion to discharge any employee during such employee's probationary period.

Section 10.1 - Progressive Discipline. Discipline shall be administered in a fair and equitable manner. Discipline shall be progressive and shall normally include the following actions:

1. oral warning;

2. written warning;
3. suspension;
4. discharge.

However, discipline for severe infractions, including, but not limited to, stealing, defrauding the Town, gross misconduct, may result in immediate suspension or discharge.

Section 10.2 - Notice of Discipline. Notice of all disciplinary actions will be given to the employee in writing at the time that the disciplinary action is instituted. The notice shall state the reason or reasons for the actions taken. The Union will be promptly notified of all disciplinary actions taken against any employee.

Section 10.3 - Term Employees. The provisions of this Article 10 and the layoff and recall provisions of Article 3 are not applicable to term employees at the end of their term of employment. A "term employee" is any employee who is appointed to his or her position for a definite term.

ARTICLE 11 - WORKING RULES

Section 11.0 - Negotiations. Time off with pay shall be granted to two (2) employees for purposes of negotiations with the Employer.

Section 11.1 - Separability. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein shall become inoperative or fail by reason of invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

Section 11.2 - Bulletin Boards. The Town shall provide the Union access to one bulletin board in the Town Hall.

Section 11.3 - Scope of Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited rights and opportunity to make demands and offer proposals with respect to all matters subject to collective bargaining. All understandings which have been arrived at in the exercise of this collective bargaining process are set forth in this Agreement. Consistent herewith, the Town and the Union agree that this Agreement is a complete Agreement and that all matters concerning wages, hours and conditions of employment have been bargained.

This Agreement may not be amended or modified in any respect unless said amendment or modification is set forth in a written document signed on behalf of the parties to this Agreement by their duly authorized officers and representatives.

ARTICLE 12 - GRIEVANCE AND ARBITRATION

Section 12.0 - Grievance Procedure. This procedure is established to ensure an equitable resolution of problems arising out of the employer-employee relationship between the Town and the Union and to provide a means and method of settling disputes on as low an administrative level as possible and thereby achieve maximum efficiency as well as the highest morale among the employees.

Section 12.1 - Definitions. A Grievance for the purpose of this procedure shall be deemed to be an employee or Union complaint involving a matter relating to the interpretation and application of the specific terms and conditions of this Agreement.

Section 12.2 - Time Extensions. Time extensions beyond those set forth in this Article may be agreed upon by mutual written consent of the parties hereto.

Section 12.3.

Step One - Immediate Supervisor

Within ten (10) days of the date of occurrence giving rise to the grievance or ten (10) working days from the time the aggrieved knew or should have known, whichever later occurs, the aggrieved may submit the grievance in writing to his/her immediate supervisor provided that the immediate supervisor is not the First Selectman. The supervisor shall schedule a meeting as soon as possible and no later than three (3) working days with all those concerned to discuss the grievance. No grievance settlement at this step shall be final and binding upon the Town unless or until such settlement is reduced to writing and approved by the First Selectman.

Step Two - First Selectman

If the grievance is not resolved at the Step 1 level meeting, the aggrieved may, within three (3) working days following the date of the discussion at the Step 1 level; or, if the grievance is initiated at this level, within ten (10) working days of the date of the occurrence giving rise to the grievance or ten (10) working days from the time the grievant knew or should have known, whichever later occurs, the aggrieved may submit the grievance in writing to the First Selectman or his/her designee. The First Selectman or his/her designee shall schedule a meeting within three (3) working days with all those concerned to discuss the grievance. The decision of the First Selectman or his/her designee shall be delivered in writing to the employee and to the Union Representative within three (3) working days after the meeting.

Step Three - Board of Selectman

If the grievance shall not have been disposed of to the satisfaction of the Union at the Second Step the Union shall have the right to submit the grievance to the full Board of Selectmen within three (3) working days from the date of the written decision by the First Selectman. The full Board of Selectmen shall within five (5) working days of the receipt of the grievance submit their decision in writing to the employee and the Union.

Step Four – Arbitration

If the grievance shall not have been disposed of to the satisfaction of the Union by the Board of Selectmen, the Union shall have the right to submit the grievance for final resolution to the Connecticut State Board of Mediation and Arbitration, except in the case of a discharge, to the American Arbitration Association within ten (10) working days after the date of the decision by the full Board of Selectmen.

Section 12.4 - Arbitrator's Authority. The arbitrator shall be limited to the terms of this Agreement and shall have no power to modify, amend or delete any provisions of this Agreement.

Section 12.5 - Decision Final and Binding. The decision of the arbitrators shall be final and binding upon both parties but shall not contravene or alter the specific terms of this Agreement. Nothing herein shall be construed as a waiver by either party of such statutory rights as either party may have to judicial review or enforcement.

Section 12.6 - Costs of Arbitration. The costs of arbitration shall be borne equally by both parties except that costs of representation are the sole responsibility of the party retaining representation.

Section 12.7 - Union Representation. One (1) steward and the grievant shall be granted time off with full pay for grievance hearings at Step 1 and Step 2 of the grievance procedure. One (1) steward, one (1) officer and the grievant shall be granted time off with full pay for grievance hearings at all subsequent steps if the grievance is not settled at Step 1 or Step 2.

ARTICLE 13 - DURATION

Section 13.0 - Effective Date - Termination. Unless otherwise provided within the body of this Agreement, this Agreement shall become effective on July 1, 2023, or upon execution, whichever occurs later, and shall remain in full force and effect until June 30, 2027. Negotiations for a successor Agreement shall be governed by applicable law.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 6th day of NOVEMBER 2023.

TOWN OF NEW FAIRFIELD

Patricia Del Monaco

Signed: First Selectman

NEW FAIRFIELD TOWN HALL
EMPLOYEES LOCAL 1303-213
OF CONNECTICUT COUNCIL #4
AFSCME, AFL-CIO

Rene Bauci

Signed: President

Alyssa Manna

Signed:

Timothy P. Anderson

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

Signed:

WAGE APPENDIX

PAY RATE AND CLASSIFICATION SCHEDULE

The Wage Appendix of the Parties' Contract shall be amended to as follows:

Except as set forth below, wages will be increased by 2.5%, retroactive to July 1, 2023, for employees on the payroll as of execution, 2.5% effective July 1, 2024, 2.5% effective July 1, 2025, and 2.25% effective July 1, 2026.

Classification

Non-Exempt Positions

Position	Eff. Payroll Pd.					
	Eff. 7/1/22	Eff. 7/1/23	After Exec.	Eff. 7/1/24	Eff. 7/1/25	Eff. 7/1/26
Secretary	\$ 25.24	\$ 25.87		\$ 26.52	\$ 27.18	\$ 27.79
Police Secretary	\$ 26.76	\$ 27.43		\$ 28.11	\$ 28.82	\$ 29.47
Public Works Office	\$ 31.97	\$ 32.77		\$ 33.59	\$ 34.43	\$ 35.20
Manager						
Delinquent Tax Collection	\$ 28.15	\$ 28.85		\$ 29.58	\$ 30.31	\$ 31.00
Assistant						
Assistant Town Clerk (w/out certification)	\$ 28.15	\$ 28.85	\$ 32.77	\$ 33.59	\$ 34.43	\$ 35.20
Assistant Town Clerk (w/certification)	\$ 29.35	\$ 30.08	\$ 33.98	\$ 34.83	\$ 35.70	\$ 36.50
Accounting Clerk	\$ 31.97	\$ 32.77		\$ 33.59	\$ 34.43	\$ 35.20
Accounting Clerk - General Ledger	\$ 33.37	\$ 34.20	\$ 35.20	\$ 36.08	\$ 36.98	\$ 37.81
Assistant Tax Collector (w/out certification)	\$ 31.97	\$ 32.77		\$ 33.59	\$ 34.43	\$ 35.20
Assistant Tax Collector (w/certification)	\$ 33.15	\$ 33.98		\$ 34.83	\$ 35.70	\$ 36.50
Assistant Assessor (w/out certification)	\$ 31.97	\$ 32.77		\$ 33.59	\$ 34.43	\$ 35.20
Assistant Assessor (Level 1)	\$ 33.15	\$ 33.98		\$ 34.83	\$ 35.70	\$ 36.50
Assistant Assessor (Level 2)	\$ 34.29	\$ 35.15		\$ 36.03	\$ 36.93	\$ 37.76
Land Use Administrative Assistant	\$ 29.79	\$ 30.53		\$ 31.30	\$ 32.08	\$ 32.80
Senior Center Program Coordinator	\$ 26.05	\$ 26.70		\$ 27.37	\$ 28.05	\$ 28.68
Health Department Administrator	\$ 31.97	\$ 32.77		\$ 33.59	\$ 34.43	\$ 35.20
Financial Assistant	\$ 35.17	\$ 36.05		\$ 36.95	\$ 37.87	\$ 38.73
Payroll Specialist	\$ 35.36	\$ 36.24		\$ 37.15	\$ 38.08	\$ 38.94
Zoning Enforcement Officer (w/out certification)	\$ 35.71	\$ 36.60		\$ 37.52	\$ 38.46	\$ 39.32
Zoning Enforcement Officer (w/certification)	\$ 36.82	\$ 37.74		\$ 38.68	\$ 39.65	\$ 40.54
Sanitarian	\$ 45.68	\$ 46.82		\$ 47.99	\$ 49.19	\$ 50.30
Senior Accountant	\$ 36.68	\$ 37.60		\$ 38.54	\$ 39.50	\$ 40.39

*The Assistant Town Clerk (w/out or w/cert) will receive will receive a 2.5% retroactive wage increase to 7/1/23 if she is on the payroll as of execution of the Agreement.

** In the payroll period following execution of this Agreement, the hourly rates for the Assistant Town Clerk (w/out or w/cert) will be the same as the Assistant Tax Collector (w/out or w/cert). In addition, the Accounting Clerk - General Ledger hourly rate will increase to \$35.20.

WAGE APPENDIX - CONTINUED

EXEMPT POSITIONS

Position	Eff. 7/1/22	Eff. 7/1/23	Eff. Payroll Pd.			
			After Exec.	Eff. 7/1/24	Eff. 7/1/25	Eff. 7/1/26
Senior Center Director	\$ 62,753.63	\$ 64,322.47	\$ 77,423.25	\$ 79,358.83	\$ 81,342.80	\$ 83,173.02
Recreation Director	\$ 62,753.63	\$ 64,322.47	\$ 77,423.25	\$ 79,358.83	\$ 81,342.80	\$ 83,173.02
Social Services Director	\$ 62,753.63	\$ 64,322.47	\$ 77,423.25	\$ 79,358.83	\$ 81,342.80	\$ 83,173.02
Purchasing Agent	\$ 77,046.11	\$ 78,972.26	N/A	\$ 80,946.57	\$ 82,970.23	\$ 84,837.06
Building Official	N/A	N/A	N/A	N/A	N/A	N/A

*The Senior Center Director, Recreation Director, and Social Services Director will receive a 2.5% retroactive wage increase to 7/1/23 if they are on the payroll as of execution of the Agreement.

** The salaries of the Senior Center Director, Recreation Director, and Social Services Director will be modified in the payroll period following execution of the Agreement.

Newly hired employees or individuals promoted to a higher paying classification shall be paid at a rate fixed by the Town but in no event less than 15% below the job rate in the first year of employment, nor less than 10% below the job rate in the second year of employment, nor less than 5% below the job rate in the third year of employment. In the fourth year of employment and each year thereafter, the employee shall be paid the job rate.

To receive retroactive payment, employees must be on the payroll as of execution of the Agreement.