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AGREEMENT

BETWEEN

THE TOWN OF OXFORD

AND

LOCAL 818 OF COUNCIL #4

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

JULY 1, 2019 TO JUNE 30, 2022

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## **PREAMBLE**

This Agreement entered into by the "Town of Oxford, hereinafter referred to as the "Town" and Local 818 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1 - RECOGNITION**

### Section 1.0

The Town hereby recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining on matters of wages, hours and other conditions of employment for all full supervisory employees of the Town of Oxford who serve in the position of (1) Director of Municipal Library/Media Operations; (2) Zoning Enforcement Officer (3) Director of Senior Citizens (4) Assessor and (5) Parks/Recreation Director; and (6) Adult Services Librarian, and as certified by the Connecticut State Board of Labor Relations in Case Number ME-14,263. The Town, in addition to these five positions, recognize the position of Zoning Enforcement Officer as a member of this Bargaining Unit and is therefore covered by all provisions of this agreement.

## **ARTICLE II - UNION SECURITY**

### Section 2.0

All present employees in the collective bargaining unit who are members on the effective date of this agreement but who hereafter cease to be Union members shall, for as long as they remain non-members as a condition of employment, pay to the Union a service fee equivalent to the amount uniformly required of its members as a contribution toward the administrations of this Agreement. All new employees shall, upon the signing of this Agreement, either become members of the Union after thirty (30) days of employment or refrain from joining the Union, and so long as they remain non-members as a condition of employment, pay to the Union a service fee equivalent to the amount uniformly required of the members. Employees who withdraw or refrain from joining the Union, shall as a condition of employment execute in writing, a deduction authorization for the limited purpose of authorizing the Town to deduct from their wages such service fees fixed and certified in writing by the Union which would be payable by such non-union employees. The Union shall save the Town harmless from any and all claims, demands, suits, or judgments arising from implementation of this Section.

### Section 2.1

The Town agrees to deduct monthly dues, as certified by the Secretary of the Union, from the wages of all employees covered by this Agreement who submit to the employer a written authorization for dues deduction. The Union shall save the Town harmless from any and all claims, demands, suits or judgments arising from the implementation of this section.

### Section 2.2

The dues deduction for each month will be made during the first payroll period of each month and the total amount so deducted will be remitted to the Council #4 Office along with an itemized list of employees showing the amount of dues deducted.

### Section 2.3

The Town agrees that there will be no lockout of any employee during the life of this Agreement. The Union and each employee agree that they shall not engage in any strike or any other concerted effort to render services.

### Section 2.4

The Town will place one (1) bulletin board in an accessible place for the Union to use a substantial portion of the Board.

### Section 2.5 - MANAGEMENT RIGHTS

There are no provisions in this Agreement that shall be deemed to limit or curtail the Town in any way in the exercise of the rights, powers and authority which the Town had prior to the effective date of this contract unless and only to the extent that the provisions of this Agreement specifically curtail or limit such rights, powers and authority.

### Section 2.6

The Union therefore agrees that it and the employee will wholeheartedly cooperate with the Town to assure that each employee performs a fair day's work.

## **ARTICLE III - SENIORITY**

### **Section 3.0**

Seniority is defined as the most recent length of continuous service with the Town. Each year during the month of January, the Town and the Union shall review and approve the seniority list to make necessary changes regarding length of service or seniority ranking.

### **Section 3.1 - PROBATIONARY PERIOD**

New employees shall serve a probationary period of one hundred eighty (180) working days and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. Employees who are disciplined or terminated during this probationary period shall have no recourse to the grievance process herein. Upon completion of their probationary period, new employee(s) shall be added to the seniority list.

### **Section 3.2**

Notices of all vacancies or new positions within the bargaining unit shall be posted for a period of five (5) working days on bulletin boards made accessible to all employees prior to advertising the position to the public or external candidates. The Town shall fill all vacancies or new positions in accordance with seniority, qualifications and ability to perform the posted job. When in the reasonable judgment of the First Selectman, competing candidates for a posted job have equal ability, the employee with the greater seniority shall be awarded the posted position.

### **Section 3.3**

Layoffs shall be made by department and shall take effect as follows:

- A. Probationary employee.
- B. The employee with the least seniority first.
- C. If a new position is open in any department within the bargaining unit, the employee(s) shall have a probationary period of one hundred and eighty (180) working days.
- D. The employee(s) shall retain his/her overall seniority, with the exception of department seniority if employee(s) are recalled, and qualify into a new department. Department seniority is recognized at present and shall continue.

### Section 3.4

Employees laid off for lack of work shall be rehired first and no new employee shall be hired until all laid off employees who are qualified have been given the opportunity to return to work. Ten (10) days notice of recall shall be mailed to the last known address of the employee by certified mail. The employee may designate, in writing, an alternative means of notice which shall be placed in the employee's personnel file. All laid off employees shall have recall rights for eighteen (18) months. If an employee is recalled for the same or a similar position, that employee shall have fifteen (15) calendar days from the date of the recall notice to notify the Town, in writing, of the employee's acceptance of the recall. If the employee refuses the recall or does not respond to the recall, that employee's recall rights shall terminate. The employee must be available for work within fifteen (15) calendar days of the effective date of the recall notice or the recall and the employee's recall rights shall terminate.

### Section 3.5

In the event of an increase of work force, employees on layoff shall be returned to work in the order of their seniority, provided the senior employee is able to perform the duties of the position.

### Section 3.6

An employee shall lose seniority for:

- A. Having quit voluntarily;
- B. Discharge for just cause;
- C. An unauthorized absence of three (3) consecutive working days unless adequate reason therefore is furnished to the First Selectman;
- D. Failure to return to work following a period of approved leave of absence;
- E. Retirement;
- F. If call time limit has expired;
- G. Refusing or failing to respond to a recall or being unavailable to report to work in accordance with Section 3.5 above.

### Section 3.7

Nothing herein shall prevent the Town from independently contracting for planning services on an hourly or project basis. An independent contractor shall be as defined in the regulations of the Internal Revenue Service. This section shall not permit the Town to replace the Town Planner if that position has been filled by the Town. Once the position has been filled, either on a part-time or full-time basis, this section shall not be used to circumvent bargaining unit work in accordance with the Shared Work Doctrine of the Connecticut State Labor Board.

## **ARTICLE IV - HOURS OF WORK**

All full-time employees shall work at least forty (40) hours per week and at least eight (8) hours per day.

### **Section 4.0**

Supervisory employees are expected to complete their duties within the hours of work. In addition, employees may be required by their immediate supervisor or the First Selectman to perform work that would be in addition to these hours but said work shall not comprise more than ten (10) hours per calendar month. Any hours of work beyond ten (10) hours per calendar month must be approved in writing by the First Selectman. The employee must submit a written application for the additional hours to their immediate supervisor who shall forward the application to the First Selectman with their recommendation. If the additional hours are approved by the First Selectman, the employee shall be paid their salary reduced to an hourly rate for the hours beyond ten (10) hours per calendar month. If the Senior Director the Park and Recreation Director is required to attend an overnight trip other than during work hours, the trip shall count for no more than eight (8) hours of work per day. If any trip causes the employee to exceed the ten (10) hour limit, permission from the First Selectmen will be required. Whenever possible, trip fees shall include the cost for employee supervision.

### **Section 4.1**

The Town shall provide thirty working days notice to the Union in writing of any decision to change the weekly work schedule. This section shall not authorize a weekend work schedule, except as provided herein.

### **Section 4.2**

During a week in which there is a holiday as defined in section 7.0 herein, a part-time employee shall work their full number of weekly hours during the remainder of the work week and receive 1/2 day (4 hours) holiday pay for that week.

### **Section 4.3**

All bargaining unit employees recognize that the position of the First Selectman is the Chief Executive Officer of the Town of Oxford. Therefore, as necessary the First Selectman may give direction and advice or seek their assistance in resolving concerns or issues pertinent to the business of the Town of Oxford.

## **ARTICLE V - NON-DISCRIMINATION**

### **Section 5.0**

There shall be no discrimination against any employee because of age, race, creed, color, national origin, sex, sexual preference, physical handicap or membership in the Union.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **Section 6.0**

Grievances arising out of matters covered by this Agreement will be processed in the following manner:

#### **Step I**

The employee and/or his/her representative shall present the grievance to the First Selectman. This grievance shall be filed in writing within ten (10) calendar days following the date that the Grievant knew or should have known of the act or occurrence which give rise to the grievance. Failure to file a grievance within the time period shall constitute a waiver of such grievance and render it null and void. The First Selectman shall notify the employee and the representative of his/her decision in writing within five (5) working days from the day the grievance was submitted to them.

#### **Step II**

In case of an adverse decision, the employee and/or his/her representative may request further review by the Board of Selectman within ten (10) working days of the prior decision.

The Board of Selectman shall within ten (10) working days review the facts with all those concerned present at a special meeting. Within five (5) working days thereafter, the employee and the representative shall be notified in writing of the decision which has been reached.

#### **Step III**

In the event the Union feels that further review is justified, the Union may, within ten (10) working days, submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of the Board shall be final and binding on both parties. In reaching the decision, the arbitrator may not amend or add any language or change the language of this collective bargaining agreement.

### **Section 6.1**

- A. Any time limits specified within this Article may be extended by mutual agreement of the Union and the Town provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Town's answer in the last step considered.
- B. In the event the Town fails to answer a grievance in any step within the time limits set forth in this Agreement, the grievance shall be deemed denied may be taken to the next step at the option of the Union. If the Union fails to advance a grievance under the timelines herein, it shall be deemed to be waived.



## Section 6.2

One (1) officer as shall be designated by the Union for representing aggrieved employee(s) in grievance sessions for the purpose of adjusting grievances shall be afforded the necessary amount of time, without the loss of pay, to conduct such business.

## Section 6.3

One (1) officer and the grievant of the Local Union shall be permitted time off without loss of pay for all time actually spent in mediation and/or arbitration hearings.

## Discharge and Discipline

## Section 6.4

Discipline: It is the responsibility of all employees to observe the policies and regulations necessary for the proper operation of the Town's Administration.

## Section 6.5

Reasons for Disciplinary Action: Disciplinary action may be imposed upon an employee for conduct or actions which interfere with or prevent the Town or its Administration from effectively and efficiently discharging its responsibilities to the public. All discipline shall be for just cause and shall generally follow this order: (1) oral reprimand; (2) Written reprimand; (3) suspension; (4) termination. However, this section is a guide only and there may be circumstances based upon the employee's misconduct that warrant the issuance of higher levels of discipline without going through this order. There shall be no discipline issued unless it is in the presence of an officer of the Union. Any discipline issued may be appealed through the grievance procedure. The following shall be sufficient cause for disciplinary action:

- A. Willful neglect in the performance of the duties of the position to which the employee is assigned.
- B. Disregard for or frequent violations of Town Administration policies, procedures and regulations.
- C. Willful misuse, misappropriation, negligence, or destruction of Town property or conversion of Town property for personal use or gain.
- D. Frequent tardiness or absence from duty without prior approval.
- E. Violation of any reasonable or official order, refusal to carry out lawful and reasonable directions or other acts of insubordination.

- F. Habitual use of intoxicating beverages to excess or abuse of narcotics, drugs, or other controlled substances so as to interfere with job performance.
- G. Intoxication or use of alcoholic beverages, narcotics, drugs or other controlled substances while on duty or on Town property.
- H. Criminal or dishonest conduct or other unsuitable conduct which interferes with effective job performance or has an adverse effect on the efficiency of the Town's Administration.
- I. Disregard for or violations of Town ordinances or State laws.
- J. Violation of privileged information or its use for private gain.
- K. Inability to perform the duties and responsibilities of the position held.
- L. Any other conduct or action of such seriousness that disciplinary action is considered warranted.

#### Section 6.6 - Procedures for Disciplinary Action

- A. Oral Reprimand - Whenever grounds for disciplinary action exist and the Town determines that more severe action is not immediately necessary, the Town will orally communicate to the employee the Town's observation of the deficiency. When an oral reprimand is given the Town should ensure that the employee's personnel file is documented to show date of the reprimand and the charge. The employee will be advised that this reprimand will be documented in his/her personnel file and will have the opportunity to submit comments for the personnel file.
- B. Written Reprimand - A written reprimand shall be addressed to the employee and will include: the charge; the specific behavior and the dates of the behavior (where appropriate) that support the charge; the warning that continuance of this behavior will result in more severe disciplinary action; and any circumstances affecting the severity of the discipline. A signed copy of the reprimand shall be included in the employee's personnel file, and the employee will have the opportunity to submit comments for the personnel file.
- C. Suspension - The Town may suspend an employee without pay. On or before the effective date of the suspension, the Town will furnish the employee with a written statement setting forth the reasons for suspension, the effective dates of the suspension, and the date the employee should return to work. The statement will also include: the charge; the specific behavior and the dates of the behavior (where appropriate) that support the charge; the warning that continuance of this behavior will result in more severe disciplinary action; and any circumstances affecting the severity of the discipline.
- D. Dismissal - The Town may terminate an employee. The employee must be given a written notice specifying the effective date of the termination, the charge, the specific behavior and the dates (where appropriate) that support the charge, and any circumstances affecting the severity of the discipline.

### **ARTICLE VII - HOLIDAYS**

### Section 7.0

The following holidays shall be observed by all employees, and shall be granted with pay:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	

There shall also be two floating holidays. The request for the floating holiday must be submitted, in writing, with thirty (30) days notice, to the First Selectman for approval, which approval shall not be unreasonably withheld.

The Town Hall offices and the Library shall be closed at 1:00 p.m. the day before Thanksgiving Day.

### Section 7.1

- A. Holidays falling on Saturday will be observed on the preceding workday.
- B. Holidays falling on Sunday will be observed on the following Monday.
- C. Whenever any of these holidays occur while an employee is on sick leave, the employee shall be granted holiday pay and shall not be charged with a sick day. If an employee is absent from work for any part of the last scheduled work day before or the first scheduled work day after the day on which a holiday is observed pursuant to the terms of this Article, such employee shall receive holiday pay provided such absence is for an authorized or excused reason such as, but not limited to, illness, accident, vacation, personal leave day, or extreme weather conditions. It is understood that such authorized or excused absence need not be with pay in order for the employee to be eligible for the holiday pay.

## **ARTICLE VIII - VACATIONS**

## Section 8.0

All permanent employees shall be granted annual vacations based upon length of service, according to date of hire with the Town. An employees' vacation week shall equal in duration, the length of time of that employees work week.

<b>SERVICE</b>	<b>LENGTH OF VACATION</b>
More than 6 months but less than 5 years	2 full working weeks (1 week may be taken after 6 months, 2 <sup>nd</sup> week after one year anniversary)
More than 5 years but less than 10 years	3 full working weeks
More than 10 years but less than 15 years	4 full working weeks
More than 15 years	4 full working weeks plus 1 additional day for each additional year up to six weeks maximum accumulation

## Section 8.1

- A. Employees shall be granted their vacation by seniority preference throughout the year, subject to the demands of service as determined by the First Selectman. All vacation must be taken on a weekly, daily or 1/2 day increments. Vacation time taken in daily or 1/2 day increments for employees whose scheduled work days deviate from the normal 8 hour day, will be calculated hourly so that total vacation given vacation hours taken in a year will not exceed total hours earned. If a holiday falls in any week, this day may be taken at a later date or extend current vacation period by one (1) day.
- B. The First Selectman shall have the right to limit the number of employees on vacation at any one time.
- C. An individual that is re-employed shall accrue vacation leave at the same rate all new permanent, full time employees do and shall be required to adhere to the same restrictions regarding use of vacation time.
- D. Employees may carry over two (2) weeks of vacation from one year to the next and may carry over two (2) additional weeks for vacation with the approval of the First Selectman, whose permission shall not be unreasonably denied. All vacation days that are carried over must be used within the year that they are carried over or they will be placed into a vacation bank. The Town shall pay up to sixteen (16) hours for employees working a four-day week and twenty (20) hours for those working a five-day work week of the employee's carried vacation bank days at the employee's per diem rate upon retirement.

- E. An employee shall receive upon termination or resignation, one (1) day's pay for each day of unused vacation time.

## **ARTICLE IX —SICK LEAVE**

### **Section 9.0 - Sick Leave**

- A. All full-time employees with one (1) or more years of service shall be granted 120 hours of sick leave per year. All sick leave shall become available as of July 1st of the current fiscal year. During their first year of service, employees shall earn sick leave at the rate of one and one-quarter (1 1/4) days per month. While on probation, an employee is not eligible to receive sick leave benefits. Sick leave may be used in one hour increments.

All sick time shall become available on July 1st of the current fiscal year. During the first year of service, the employees shall earn sick leave at the rate of one (1) sick day per month after the first five (5) months of service. While on probation, an employee is not eligible to receive sick leave benefits.

### **Section 9.1 - Extended Paid Sick Leave**

- A. A permanent employee with one (1) year or more years of service who is disabled from performing any work and who has no further sick leave allowance, may make application for supplemental sick leave with pay at the rate of ninety (90%) percent of weekly base pay.
- B. Employees with less than five (5) years continuous service will be limited to a maximum of twenty-six weeks of extended sick leave per single disability. Employees who have five or more continuous years service shall be limited to a maximum of thirty-nine weeks of continuous sick leave per single disability.
- C. If a long term disability occurs between July 1st and December 31st, employees may hold back five (5) sick days for use between January 1st and June 30th. These days shall not be recognized for buy back purpose as indicated in Section 9.4.
- D. The Town may replace Extended Sick Leave with a disability insurance plan with comparable benefits.

### **Section 9.2 - Pregnancy Leave**

Pregnancy leave shall be determined by the same conditions that prevail under sick leave in accordance with applicable State and Federal Statutes currently in effect.

### **Section 9.3 - Leave of Absence without Pay**

The Board of Selectman may grant a leave of absence without pay to any employee upon receipt of the employee's written request for a period not to exceed six (6) months. The employee must, in

writing, indicate the reason for the request, beginning and expected return date and other pertinent information prior to the effective date. If so requested by the employee, the employee shall be reinstated to the position held at the time the leave was granted.

#### Section 9.4

- A. Full time employees who do not exhaust their yearly sick leave credits shall receive payment for used sick leave, up to a maximum of seven (7) days at the end of the fiscal year, June 30th. Part time employees who do not exhaust their yearly sick leave credits shall receive payment for unused sick leave up to a maximum of three (3) days at the end of the fiscal year, June 30th.
- B. If the full time employee has unused sick time totaling more than the above mentioned seven (7) days for the full time employees or three (3) days for part time employees then the full time employee may accumulate the balance of their unused sick days up to a maximum goal accumulation of forty-five (45) days. The part time employee may accumulate the balance of their unused sick days up to a maximum of two (2) days per year, with a maximum goal accumulation of twenty (20) days.

#### Section 9.5

Upon retirement, death or resignation an employee or his estate shall be paid for all unused accumulated sick leave, at the per diem rate then currently in effect.

### **ARTICLE X - FUNERAL LEAVE**

#### Section 10.0

All permanent employees will be allowed five (5) days leave with pay for a death in the immediate family (spouse or child, civil union partner, mother, father, brother, sister or grandparents). Employees will be allowed three (3) days leave with pay for the death of a father-in-law, mother-in-law, brother-in-law or sister-in-law. Full time employees will be allowed one day of funeral leave for all other relatives (cousin, aunt, uncle, etc.).

### **ARTICLE XI - JURY DUTY**

#### Section 11.0

Employees shall be granted leaves for required jury duty. Employees shall receive that portion of their regular salary which will, together with their jury duty pay or fees, equal their total salary for the same period, less required deductions for taxes on portion of salary paid to them by the Town.

### **ARTICLE XII - MILITARY LEAVE**

## Section 12.0

- A. Reserves/Nation Guard - Military training duty leave shall be granted to regular employees when they are required to serve on active reserve or National Guard Duty not to exceed ten working days. A copy of written orders should be submitted for their Personnel file. The employee shall receive the difference between his military pay and his regular pay. Military pay vouchers shall be submitted to ascertain pay due to the employee.
- B. Enlistment or conscription during time of war, or conscription (draft) during time of peace, shall entitle the employee to retain rights to the position held at such time they entered the military service with the following conditions:
  - 1. The employee is inducted within thirty (30) days upon leaving the employ of the Town.
  - 2. The employee receives Honorable/General discharge on severance from the armed services.
  - 3. The employee accepts re-employment with the Town within time limit specified by law. All salary and vacation benefits shall also be governed by law in force at time of discharge.

## **ARTICLE XIII - CAR ALLOWANCE**

### Section 13.0

Employees who use their private automobiles for official business as defined and preapproved by the First Selectmen shall be compensated at the mileage rate approved by the Internal Revenue Service or its successor in interest. Claims must be submitted monthly for the previous month. Employees must submit their compensation claim to the Office of the First Selectman. This must include the address of the starting point and destination. \_\_Automobiles must be properly insured indemnifying the Town against liability. All mileage calculations begin from Town Hall or other approved location and must be for the most direct route to destination.

Employees who use their private automobiles more than once per week otherwise or on a regular basis shall be required to undergo a driving background check for the Town's insurance purposes.

## **ARTICLE XIV - DUES - TRAINING - EQUIPMENT**

### Section 14.0

The Town shall pay the annual fee or dues, if budgeted and approved, for each member to join and maintain membership in their respective State of Connecticut and regional Organizations.

#### Section 14.1

The Town shall pay for any educational or training courses that are mandated for particular departments by the State of Connecticut or those that are approved by the Board of Selectman.

#### Section 14.2

The Town shall provide the bargaining unit employees, upon request with a cellular telephone. The cell phone may only be used to conduct official Town business. The telephone and service shall be upgraded as necessary for the efficiency of the Department.

### **ARTICLE XV - COMPENSATION DUE TO ACTS OF GOD**

#### Section 15.0

Approval for payment of wages for absence due to Acts of God is within the discretionary powers of the First Selectman.

### **ARTICLE XVI - PERSONAL DAYS**

#### Section 16.0

All full time employees shall be credited with personal leave not exceeding a total of three (3) days in any one year. Personal leave shall be taken in quarter, half or full day increments only and is not accruable from year to year. Approval for personal leave must be obtained from the First Selectman.

### **ARTICLE XVII - RETIREMENT PLAN**

#### Section 17.0

The Town shall contribute to MERF B those monies necessary to provide the benefits of a MERF B pension program.

### **ARTICLE XVIII - INSURANCES**

#### Section 18.0 - Group Insurance



The Town shall continue to provide health, dental and prescription benefits through the State Plan 2.0, as such may be amended from time to time and in accordance with the Memorandum of Understanding between the Town and the Union dated September 25, 2018.

\* All references to the health insurance plan that existed prior to the State Plan 2.0 shall be placed in an Appendix in case reference to such is necessary due to the exiting from the State Plan 2.0.

Premium Cost Share shall be 10% upon ratification; 11% effective 7/1/2020; and 12% effective 7/1/2020.

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 2022. 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.

- B. Life insurance coverage shall be equal to two times the employee's salary up to the nearest thousand. Life Insurance is part of the Major Medical policy but is for full time Town employees only. Part time employees shall be eligible for life insurance at their own expense.
- C. The waiting period for full time employees to qualify for these benefits is thirty (3) days. However, coverage does not start until the effective date of membership as shown on each policy.
- D. If an employee certifies, in writing, (1) that they have medical insurance coverage through a source other than the Town, (2) that they choose not to participate in the group health insurance offered herein and (3) that they understand the requirements for becoming reinsured under the group policy offered herein, the Town shall compensate the employee the sum of \$400 per month for each month the employee is not covered by the group policy offered herein. The Town and the Union agree that any alternative medical insurance an employee elects must be employer provided and will not trigger any liability to the Town under the Affordable Care Act anti-dumping provisions.
- E. Notwithstanding the above, Town may contract with an alternative health care provider or health maintenance organization provided the service offered is substantially equal.

#### Section 18.1

The Town shall continue to provide the above benefits to any current full time employee who retires under the Town's Retirement Plan or the Social Security Act with thirteen years of service

and is at least age fifty-five. The Town will pay seven hundred fifty dollars (\$750.00) per annum towards the cost of said benefits. This provision shall not apply to any future employee hired by the Town who is covered by the terms of this agreement.

For any employee who has retired after age fifty-five (55) and has worked at least eighteen (18) or more years for the Town, the Town shall pay to the insurance carrier up to three thousand five hundred (\$3,500.00) dollars per fiscal year for retiree health insurance (individual and spouse only) for the life of any retiree. Effective July 1, 2005, July 1, 2006, and July 1, 2007, the amount payable by the Town shall be increased by the cost of living allowance (COLA) for social security recipients as determined in those years. Payments on behalf of an eligible spouse shall terminate sixty (60) days after the death of the retiree. It is the responsibility of the retiree to provide the premium payment notices/bills or coverage and payment information to the Town. Reimbursement payment will not be made to the retiree. When the eligible employee or spouse becomes eligible for Medicare, the payment shall be for Medicare supplemental insurance only. Any employee who retires during the term of this agreement and is eligible for benefits under this subsection shall be eligible for the COLA increases in the final three (3) years of this agreement only but shall not be eligible for increases in future agreements.

## **ARTICLE XIX - WAGES**

- A. Appendix A lists the base annual rate of pay and step progressions for all employees covered by this Agreement. The First Selectman or designee shall have the discretion of which step to appoint newly hired employees.

### Section 19.1

Effective July 1, 1995 all employees working at least 32 hours per week shall receive a longevity pay based on the following years of service:

A.	Five (5) years of service	\$370.00
B.	Ten (10) years of service	\$470.00
C.	Fifteen (15) years of service	\$670.00

Payment shall be made December 1st of each year.

## ARTICLE XX — DURATION

This agreement shall be effective as of July 1, 2019 and shall remain in full force and effect through June 30, 2022. Negotiations for a successor agreement shall commence as required by the Municipal Employee Relations Act, as amended from time to time.

TOWN OF OXFORD

\_\_\_\_\_  
By: George C. Temple  
First Selectman

DATED: \_\_\_\_\_

LOCAL 818 OF COUNCIL 4, AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO

\_\_\_\_\_  
By: \_\_\_\_\_  
President

DATED: \_\_\_\_\_

\_\_\_\_\_  
By: Robert Montuori  
Staff Representative

DATED: \_\_\_\_\_

**APPENDIX A**  
Oxford Town Hall Supervisors  
Local 818 Council 4 AFSCME

<u>Assessor</u>	<u>7/1/2018*</u>	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/1/2021</u>
Hire Rate	65,066.62	69,403.37	70,791.44	72,207.27
After 1 Year	73,199.95	75,600.03	77,112.03	78,654.27
After 2 years	81,333.27	84,000.00	85,680.00	87,393.60

Media Operations\*\*

Hire Rate	\$55,017.42	\$56,117.77	\$57,240.12	\$58,384.93
After 1 Year	\$61,894.60	\$63,132.49	\$64,395.14	\$65,683.04
After 2 years	\$68,771.78	\$70,147.22	\$71,550.16	\$72,981.16

Senior Center Director

Hire Rate	\$49,827.36	\$50,823.91	\$51,840.39	\$52,877.19
After 1 Year	\$55,796.33	\$56,912.26	\$58,050.50	\$59,211.51
After 2 years	\$61,765.30	\$63,000.61	\$64,260.62	\$65,545.83

Adult Services Librarian

Hire Rate	\$42,616.10	\$43,468.43	\$44,337.80	\$45,224.55
After 1 Year	\$48,427.39	\$49,395.94	\$50,383.86	\$51,391.54
After 2 years	\$54,412.80	\$55,501.06	\$56,611.08	\$57,743.30

Zoning Enforcement

Hire Rate	\$48,767.14	\$49,742.48	\$50,737.33	\$51,752.08
After 1 Year	\$54,344.12	\$55,431.00	\$56,539.62	\$57,670.41
After 2 years	\$58,896.11	\$60,074.03	\$61,275.51	\$62,501.02

Park and Rec Director

Hire Rate	\$49,984.29	\$50,983.98	\$53,023.98	\$54,084.46
After 1 Year	\$56,232.33	\$57,356.98	\$59,396.98	\$60,584.92
After 2 years	\$62,480.37	\$63,729.98	\$65,769.98	\$67,085.38

\*References to the salaries for the 2018-2019 fiscal year are for illustrative purposes only.

**\*\*The Media Operations Director shall advance to the top salary step for the 2019-2020 fiscal year upon ratification and Town approval (not retroactive) and shall receive a 2.0% raise that is retroactive to 7/1/19 if still on the payroll as of the date of ratification and approval.**

**\*\*\*Wage increases shall be retroactive to 7/1/19 for employees still on the payroll as of the date of ratification and Town approval.**

**APPENDIX B**  
**INSURANCE PLAN PRIOR TO STATE PLAN 2.0**

A high deductible health plan (“HDHP”) with a health savings account (“HSA”) having the following plan design:

Deductible: \$2,250 individual/\$4,500 family

Co-Insurance: 0% after the deductible for in-network services 70%/30% after the deductible for out-of-network services.

Prescriptions: Treated as any other medical expense up to the deductible. Post-deductible co-pays of \$5/\$35/\$45

Out of Pocket Max: \$4,500 for individual; \$6,850 for family

Town HSA Contribution: The employer funding of the deductible shall be 50%.

The Board shall contribute its total HSA contribution for 2018 during the first pay period in January, 2018. Thereafter, it shall contribute 50% of its contribution during the first pay period in January and the remaining 50% of its contribution obligation during the first pay period in July.

The Board shall not contribute into the HSA of any retiree or other non-employee.

For those employees who are ineligible for an HSA, the Town shall create a mirror HRA.

The Town’s HSA contribution shall be prorated by month for employees hired after January 1.

