

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

**TOWN OF OXFORD**

*and the*



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TOWN OF OXFORD, CT  
*Theresa A. West*  
TOWN CLERK

**UNITED PUBLIC SERVICE EMPLOYEES UNION**  
**Oxford Municipal Employees**  
**Local 424 - Unit 67**

**July 1, 2021 to June 30, 2024**

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## **PREAMBLE**

This Agreement entered into by the Town of Oxford, hereinafter referred to as the "Town" and UPSEU, Unit 67, 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 I 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 clerical/administrative employees of the Town of Oxford working twenty (20) hours or more per week at the following locations: Town Hall, Town Garage, Library, and Senior Center, excluding full time Assistant Town Clerks, as certified by the Connecticut State Board of Labor Relations in Case No. ME-30722.

## **ARTICLE II UNION SECURITY**

### **Section 2.0**

The Employer 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 2.1**

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

### **Section 2.2**

No later than ten (10) days after a new employee is hired, or the first payroll after the employee is hired, whichever is earlier, the Town shall provide to the union the employee's (1) name; (2) job title, department, and work location; (3) work phone number; and (4) home address. The Town shall provide the Union with an opportunity to have access to newly hired employees, outside of work hours, as required by PA 21-25.

**ARTICLE III**  
**SENIORITY, LAYOFF, & RECALL RIGHTS**

**Section 3.0**

Seniority is defined as the most recent length of continuous service as defined in Section 3.7 in the bargaining unit of all employees working twenty (20) hours per week or more from the last date of employment by the Town. The Employer shall prepare a list of all employees of the bargaining unit showing the seniority in length of service with the Employer and deliver same to the Union on or before December 1 of each year.

**Section 3.1**

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. Upon completion of their probationary period, new employee(s) shall be added to the seniority list. During a new employee's probationary period they shall have no rights to the grievance process if they are disciplined.

**Section 3.2**

Notices of all vacancies or new positions within the bargaining unit shall be posted internally for a period of five (5) working days on bulletin boards made accessible to all employees, prior to advertising the position to the public and external candidates. The Town, if it chooses to fill the vacancies or new position(s), shall do so in accordance with, collectively 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. If the most senior employee is not selected, the union will be notified of the reasons, therefore. The Town will not arbitrarily deny promotions. Employees shall have the ability once starting a new position to return to their previous position within two weeks.

**Section 3.3**

When an employee is retained in a new vacancy or position for a period of sixty (60) working days, he/she shall be considered as qualified to hold the position which he/she has been assigned.

**Section 3.4**

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

- A. Probationary employees
- B. The employee with the least seniority first. Layoffs shall take place by inverse seniority by Department.
- C. If a new position is open in any department within the bargaining unit, the employee(s) on layoff shall be recalled if qualified and given the opportunity to be placed in said position. The employee(s) shall have a probationary period of ninety (90) working days, and if his/her

performance is satisfactory by the Department Head and/or the First Selectman, he/she shall be considered as qualified to remain permanent in the position.

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 3.5**

Employees laid off for lack of work shall be rehired first and no new employee shall be hired until all laid off employees have been given the opportunity to return to work. Written notice of recall shall be mailed to the last known address of the employee by certified mail. The employee must be available for work within fifteen (15) calendar days from receipt of the recall notice or the recall and the employee's recall rights shall terminate. All laid off employees shall have recall rights for a period of twenty-four (24) months.

### **Section 3.6**

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 3.7**

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 Department Head;
- D. Failure to return to work following a period of approved leave of absence;
- E. Retirement;
- F. If recall time limit of twenty-four (24) months 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 3.8**

The Unit president, as designated in writing to the Employer, shall, in the event of layoff, have super seniority during the term of this Agreement.

**ARTICLE IV**  
**HOURS OF WORK AND OVERTIME**

**Section 4.0 -Hours of Work**

- A. Employees shall normally work as currently scheduled (see Appendix A and Appendix C) which shall include a half-hour (1/2) paid lunch period, unless otherwise changed by advance notice of three (3) months from the Board of Selectmen to the Union if in the best interest of providing service to the Town. The current schedule of work for the employee can be found in Appendix C.
- B. The Interdepartmental Aide shall be entitled to overtime for his/her evening work if he/she has been asked to split his/her work shift without being given twenty-four (24) hours' notice.
- C. No DPW and/or Library employee shall be required to work more than five (5) days in one week. All employees shall receive at least two (2) consecutive days off without pay, unless by mutual agreement.

**Section 4.1 -Overtime Pay**

Overtime is paid at one and one-half (1 ½) times after an employee has worked eight (8) hours in any given day, or after forty (40) hours in a week, unless the employee is regularly scheduled to work beyond eight (8) hours per day as part of a four (4) day workweek (See Appendix A and Appendix C). An employee shall not receive overtime for working more than eight (8) hours in one day if it is done at their request and convenience.

**Section 4.2**

Double time shall be paid as follows:

- A. For all work performed on Sunday unless regularly scheduled.
- B. For all work performed on holidays plus regular holiday pay.

**Section 4.3**

The Town shall pay a minimum of two (2) hours of overtime pay (i.e. 1.5 times regular hourly pay) for all evening/night work performed by an employee after the employee has left for the day except when the employee is scheduled to work evening hours and has not worked more than six (6) hours during the day. The terms of this Section shall not apply to the P&Z Coordinator, the Fire Department/Fire Marshal Clerk and the Conservation/IW Secretary for work on regularly scheduled meeting nights which shall be compensated at straight time.

**ARTICLE V**  
**NON-DISCRIMINATION & HARASSMENT**

**Section 5.0**

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

**Section 5.1 -Harassment**

The harassment of any employee(s) by an employee of the Town is strictly prohibited and grounds for immediate discipline including termination of the bargaining unit or non-bargaining unit employee or Town official involved.

Harassment includes any unwelcome advances; requests for favors; or verbal or physical conduct which is harassing in nature. Harassment includes a request or demand, the submission to which:

- A. is made either implicitly or explicitly a term or condition of employment;
- B. is used as the basis for employment decisions affecting the individual;
- C. has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working atmosphere.

**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 -Department Head**

The employee and/or his/her representative shall present the grievance to the Department Head or his/her designated representative within thirty (30) calendar days; if the last day falls on a weekend the period shall be extended to the next business day. The Department Head or his/her designated representative shall notify the employee and his/her representative of his/her decision in writing within ten (10) business days from the day the grievance was submitted to him/her.

**Step II -First Selectman**

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

The First Selectman or his/her agent, shall, within ten (10) business days, review the facts with all those concerned present at a special meeting to be called by the First Selectman or his/her

agent. Within five (5) business days thereafter, the employee and/or his/her representative and the supervisors concerned shall be notified in writing of the decision which has been reached.

### **Step III-Arbitration**

In the event the Union feels that further review is justified, the Union may, within ten (10) business days, submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of the Arbitrator shall be final and binding on both parties. When grieving a termination or suspension, the Union shall submit the grievance to arbitration by the American Arbitration Association.

#### **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 may be taken to the next step at the option of the Union.

#### **Section 6.2**

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

#### **Section 6.3**

One (1) officer of the Local Union shall be permitted time off without loss of pay for all time actually spent in mediation and/or arbitration hearings. The same shall apply for the principal participants as mutually agreed upon by the Department Head.

## **ARTICLE VII HOLIDAYS**

**Section 7.0** -The following holidays shall be observed by all employees except the Administrative Secretary, Public Works, and shall be granted with pay for those employees:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day

Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day

The following holidays shall be observed by the Administrative Secretary, Public Works, and shall be granted with pay:

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Day after Christmas

Four floating holidays to be used at the discretion of the Town, provided one may be taken during the month of February, subject to the needs of the Town.

One floating holiday may be used to observe Martin Luther King Day.

The Town Hall offices, Public Works office and the Library shall be closed at 12:00 PM or 1:00 PM, depending on the office's regular hours, the day before Thanksgiving Day.

Each employee other than the Administrative Secretary, Public Works, shall be granted two floating paid holiday's which shall be scheduled by the mutual agreement of the employee and the employee's Supervisor.

### **Section 7.1**

- A. Holidays falling on Saturday will be observed on the preceding Friday. \*
- B. Holidays falling on Sunday will be observed on the following Monday. \*

\* See the following schedule below.

<b>Work Week</b>	<b>Holiday &amp; Observed Holidays</b>	<b>Outcome</b>
Monday-Thursday	Friday	32/34 hours pay + Floater
Tuesday – Friday	Friday	32/34 hours pay + Day Off
Monday – Friday	Friday	35/40 hours pay + Day Off
Monday – Thursday	Monday	32/34 hours pay + Day Off
Tuesday – Friday	Monday	32 hours pay + Floater
Monday - Friday	Monday	35/40 hours pay + Day Off

If a Holiday falls on a Wednesday, any employee not scheduled to work on Wednesdays shall receive 32/34 hours pay + Floater.

These floater days shall be taken with the approval of the First Selectman.

In the event the work week of the employees is changed in any way, both parties mutually agree to look at the above chart to adjust accordingly.

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 employees shall be granted annual vacations based upon length of service, according to date of hire with the Town. Length of vacation shall be determined by employee's work week (see Appendix A and Appendix C).

#### **SERVICE**

More than 6 months but less than 5 years

More than 5 years but less than 10 years

More than 10 years but less than 15 years

#### **LENGTH OF VACATION**

2 full working weeks (1 week may be taken after 6 months, the 2<sup>nd</sup> week after one-year anniversary)

3 full working weeks

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. Requests for vacation time shall be made at least thirty (30) calendar days in advance and shall be granted where practicable to employees with seniority rights within classification, subject to the demands of service as determined by the Department Head. Vacation requests made less than thirty (30) calendar days in advance will be considered in light of operating needs and the vacation schedule, in order of the request. There will be no mass shutdown for vacation purposes, however.-For the purposes of vacation entitlement, the employee's anniversary date of employment shall be used.

An employee's decision to cancel prearranged vacation time must be reported at least two (2) working days in advance of the scheduled vacation time. Vacations 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 hours taken in a year will not exceed total hours earned. If a holiday falls in any given vacation week, this day may be taken at a later date or extend current vacation period by one (1) day.

- B. Employees may carry over two (2) weeks of vacation from one year to the next and may carry over two (2) additional weeks of vacation with the approval of the First Selectman, whose permission shall not be unreasonably denied.
- C. The Town shall have the right to limit the number of employees on vacation at any one time.
- D. An employee shall receive upon termination one (1) day's pay for each day of earned vacation time.
- E. 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.

## **ARTICLE IX SICK LEAVE**

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

All employees with one (1) or more years of service shall be granted fifteen (15) sick days per year. All sick days shall become available as of July 1<sup>st</sup> 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 ¼) days per month. While on probation, an employee is not eligible to receive sick leave benefits.

Employees out sick must call in to their supervisor or the First Selectman on the first (1<sup>st</sup>) day. After five (5) sick days, a doctor's certificate shall, when requested, be presented unless duration

of the illness was known prior to the sick leave or the employee has been hospitalized. Sick days may be taken in hourly, quarter daily, half day, or full day increments.

The Town can require an examination by a doctor of their choice after the above mentioned five (5) day period. Any ill employee leaving work without prior approval will not be paid sick time during the balance of that day. No sick leave shall be granted in case of injury to an employee when he/she is engaged in outside employment, or any occupational illness attributed thereto.

All required taxes shall be withheld on all sick pay and disability payments.

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

- A. An 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 be provided for in the Personnel Regulations, may make application for supplemental sick leave with pay at the rate of ninety (90%) percent of weekly base pay. The granting of a leave under this section is at the discretion of the First Selectman.
- B. Employees with less than five (5) years continuous service will be limited to a maximum of twenty-six (26) weeks of extended sick leave per single disability. Employees who have five (5) or more years of continuous service shall be limited to a maximum of thirty-nine (39) weeks of continuous sick leave per single disability.
- C. If a long-term disability occurs between July 1<sup>st</sup> and December 31<sup>st</sup>, employees may hold back five (5) sick days for use between January 1<sup>st</sup> and June 30<sup>th</sup>. These days shall not be recognized for buy back purpose as indicated in Section 9.4.
- D. The Town may replace the Extended Sick Leave with a disability insurance plan with comparable benefits.

### **Section 9.2 -Family Medical Leave Act**

Family Medical Leave Act shall be determined by the same conditions that prevail under sick leave in accordance with applicable State and Federal Statute currently in effect.

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

The First 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 (to accept another job shall not be approved), beginning and expected return date and other pertinent information prior to the effective date. The First Selectman may extend the leave request up to an additional six (6) month period. Before said leave of absence is up, employee must write the date of expected return, request for extension if initial leave is under six months (6) or render formal resignation. If so requested by the employee, the employee shall be reinstated to the position held at the time the leave was granted or an equivalent position.

#### **Section 9.4**

Employees who do not exhaust their yearly sick leave credits may sell back to the Town unused sick leave, up to a maximum of seven (7) days at the end of the fiscal year, June 30th. If the employee has unused sick time totaling more than the above mentioned seven (7) days, then the employee may accumulate the balance of their unused sick days up to a maximum of eight (8) days per year, with a maximum goal accumulation of sixty-five (65) days.

#### **Section 9.5**

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

### **ARTICLE X BEREAVEMENT LEAVE**

#### **Section 10.0**

All employees will be allowed five (5) days leave with pay for a death in the immediate family [spouse or child, mother, father, sister, brother, grandparents, cohabiting significant other, relative who resides with the employee, in-laws (mother-in-law, father-in-law, brother-in-law, and sister-in-law)], step children, or step parents. Employees will also be allowed one (1) day of funeral leave for all other relatives (cousin, aunt, uncle, etc.). Additional days for bereavement leave may be granted upon request of the employee at the discretion of the First Selectman. Permission to attend the funeral service of close acquaintances may be obtained in writing from the First Selectman.

### **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/USERRA**

#### **Section 12.0**

- A. Reserves National 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 (10) working days. A copy of written orders should be submitted for their Personnel file. The employee shall receive the difference between his/her military pay and his/her 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 MILEAGE REIMBURSEMENT**

#### **Section 13.0**

Employees who use their private automobiles for official business as authorized by the First Selectman or designee shall be compensated at the current IRS rate per mile. Claims must be submitted monthly for the previous month. Employees must submit their compensation claim to the Office of the First Selectman after they receive authorization from their immediate supervisor. Automobiles must be properly insured indemnifying the Town against liability.

### **ARTICLE XIV COMPENSATION DUE TO ACTS OF GOD**

#### **Section 14.0**

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

### **ARTICLE XV PERSONAL DAYS**

#### **Section 15.0**

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

### **ARTICLE XVI RETIREMENT PLAN**

#### **Section 16.0**

The present retirement plan shall continue to be in effect. Employees shall contribute the percentage of their annual salary into the present retirement plan as required by law. Effective July 1, 1992 the Town shall join the Municipal Employees Retirement Fund B (MERF B) and

shall contribute to said fund Monies sufficient to credit all UPSEU bargaining unit employees and other eligible UPSEU employees for all past service with the Town. The Town shall contribute to MERF-B those moneys necessary to provide the benefits of a MERF-B pension program. Employee contributions shall be determined by the fund.

## **ARTICLE XVII INSURANCES**

### **Section 17.0 -Group Insurance**

A. Subject to the conditions set forth below, the Town shall provide group health insurance benefits solely through the Connecticut State Partnership Plan 2.0 (SPP).

Dental benefits will not currently be provided through the SPP and will continue as currently provided through the end of this Collective Bargaining Agreement, unless otherwise agreed to by the Town and the Union. The employees' premium cost share for the dental insurance shall be the same as that for the medical benefits.

The health plan benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility, and changes and other administration provisions, shall be as established by the SPP.

- a. The premium rates shall be set by the SPP. The employee percentage share of such premium cost shall be as follows:
  - The medical insurance premium cost share for bargaining unit employees shall remain at 10% through June 30, 2022.
  - Effective July 1, 2022, the medical insurance premium cost share for bargaining unit employees shall increase to 11%
  - Effective July 1, 2023, the medical insurance premium cost share for bargaining unit employees shall increase to 12%.
- b. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event the SPP administrators impose the HEP non-participation or noncompliance penalty, those sums shall be paid 100% by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Town. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- c. In the event any of the following occur, the Town or the Union may reopen negotiations as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

- If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
  - If applicable law is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Town, any of which amendments, changes, fees, or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
- d. In any negotiations triggered under subparagraph "d" and/or "a" above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the following factors:
- Trends in health insurance plan design(s) outside of the SPP;
  - Trends in premium cost share obligations; and
  - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

- e. In the event the SPP is amended or changed by the State, such amendments or changes shall be in full force and effect for the term of this Collective Bargaining Agreement, without the necessity of any action by either the Town or the Union. But, such shall not limit or curtail the Town's rights to leave the Plan as set forth in section d above.
- f. Unit members participating under the SPP will have the opportunity to enroll in Flexible Spending Accounts for both medical care and dependent/elder care pursuant to IRC Section 125 and 129.
- B. If an employee certifies in writing,
1. that they have medical insurance coverage through a source other than the Town and,
  2. that they choose not to participate in the group health requirements for becoming reinsured under the group policy offered herein,

the Town shall reimburse the employee the sum of \$500 per month for each month the employee is not covered by the group policy offered herein. Reenrollment in the Town's group insurance program shall be governed by the terms of the insurance carrier.

- C. Life insurance coverage shall be equal to two times the employee's salary
- D. The Town shall continue to provide Workers' Compensation insurance for employees.
- E. The waiting period for full time employees to qualify for these benefits is thirty (30) days. However, coverage does not start until the effective date of membership as shown on each policy. The employee will be covered on the first of the month after the thirty-day waiting period in accordance with the policy.

### **Section 17.1**

The Town shall provide annual reimbursement of the yearly cost of individual active employee health and dental insurance to each employee who retires from Town service and is vested to receive a M.E.R.F. pension. Payment of the reimbursement shall commence upon receipt of the M.E.R.F. pension and shall continue for the life of the retiree. For any new employee hired after March 1, 2003, who retires after age fifty-five (55) and has worked at least thirteen (13) or more years for the Town, the Town shall pay to the insurance carrier up to six thousand dollars (\$6,000) for retiree health insurance (individual and spouse only) for the life of any retiree. Effective 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 one hundred twenty (120) days after the death of the retiree. It is the responsibility of the retiree to provide the premium payment notices/bills for 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.

### **Section 17.1(a)**

The below employees (hired prior to March 1, 2003) shall have the Town make payment to the insurance carrier for Medicare supplement insurance for the employee and spouse up to \$9,000 per year. The amount will increase on an annual basis by the cost of living allowances as described in section 17.1. If the employee does not have a spouse or partner that qualifies for medical insurance, the employee will still be eligible for the full \$9,000. In addition, the employee and spouse will be reimbursed by the Town for Medicare insurance premiums that are deducted from the Social Security check. The reimbursement to the employee and the payments to the insurance company for the Medicare supplemental insurance shall not exceed a total of \$9,000 for the employee and spouse. Said payment will continue for the life of the retiree. If the retiree predeceases the spouse, the spouse shall retain coverage for 120 days after the death of the retiree. If the employee retires prior to their eligibility for Medicare then the employee will continue to be covered as employee only on the Town's group insurance policy. The employee's

spouse shall be ineligible until the employee reaches age 65. If the status of an employee changes from single to any other category due to life changes there will be a waiting period of one year before the additional recipient is covered.

1. Joyce Eades
2. Kelly Weymer
3. Alice Hardej

## **ARTICLE XVIII**

### **WAGES**

#### **Section 18.0**

- A. Effective on the following dates (retroactive to July 1, 2021 for employees on the payroll as of the date of execution of the Contract), all wages and rates of pay shall be increased by the following amounts:
- |                |           |
|----------------|-----------|
| ▪ July 1, 2021 | 2.25% GWI |
| ▪ July 1, 2022 | 2.4% GWI  |
| ▪ July 1, 2023 | 2.5% GWI  |
- B. New employees with the Town of Oxford shall receive a rate of pay that is 20% below the top rate for the position for the new employee's first year of employment. Between the first and the second year of employment, new employees shall be paid 10% below the top rate for the position. After two years of employment, new employees shall receive the top rate for the position. If a new employee is replacing an employee who filled the position for ten (10) years or less the "new hire" rate shall be 20% below the top rate for the first six months of service and 10% below the top rate for the second six months of service. After one year or more of service the new hire shall be paid the top rate for the position.

#### **Section 18.1**

All employees shall receive longevity pay based on the following years of service:

- |   |          |
|---|----------|
| A. Five (5) years of service            | \$445.00 |
| B. Ten (10) years of service            | \$495.00 |
| C. Fifteen (15) years of service        | \$745.00 |
| D. Twenty (20) or more years of service | \$875.00 |

Payment shall be made December 1<sup>st</sup> of each year.

Employees hired after July 1, 2014 shall not be eligible to receive longevity payments.

### **Section 18.2**

Employees who perform all the job duties of an employee with a higher pay rate for one week or more shall be paid at that higher rate.

## **ARTICLE XIX MISCELLANEOUS**

### **Section 19.0**

The Town will place one (1) bulletin board in an accessible place of each work location for the Union to use.

### **Section 19.1**

EDC -The Union agrees that the Town may fill the post of EDC Coordinator on a part-time "consultant" basis which shall not be covered by the terms of this collective bargaining agreement. In the event the EDC position is restored to full- time status, the position shall be returned to the bargaining unit.

## **ARTICLE XX TUITION REIMBURSEMENT**

### **Section 20.0**

The Town agrees to pay for work-related courses which are approved in advance by the employee's immediate supervisor and the First Selectman. The employee shall be paid for time worked when attending these courses during his or her regularly scheduled workday, or if the employee is required by his or her immediate supervisor and First Selectman to attend the course during his or her off day.

## **ARTICLE XXI NO STRIKE/NO LOCKOUT**

### **Section 21.0**

The Employer 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

## **ARTICLE XXII AUTOMOBILE USE**

### **Section 22.0**

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

**ARTICLE XXIII  
DISCIPLINE**

**Section 23.0**

No employee shall be suspended, demoted, or terminated except for just cause. Any discipline will be reduced to writing and the Union and Unit President shall be notified of said discipline within ten (10) calendar days

**Section 23.1**

Each employee shall have the right to see and review his or her personnel file upon request by appointment. Employees may request that the Town correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file. Each employee will be given copies of any evaluation reports placed in the employee's personnel file.


**ARTICLE XXIV  
DURATION**

**Section 24.0**

This Agreement shall be effective as of July 1, 2021 and shall remain in full force and effect through June 30, 2024. Negotiations for a successor agreement shall commence as required by the Municipal Employee Relations Act, as amended from time to time.

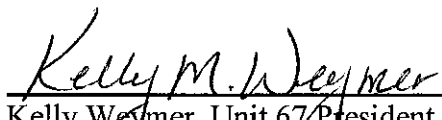
IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be affixed on the dates shown below:

**TOWN OF OXFORD**

  
\_\_\_\_\_  
George Temple, First Selectman

**UPSEU, Local 424, Unit 67**

 7/8/22  
\_\_\_\_\_  
Kevin E. Boyle, Jr., President

  
\_\_\_\_\_  
Kelly Weymer, Unit 67 President

**APPENDIX A  
WAGE GRID**

<b>POSITION</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	<b>7/1/2023</b>
<b>Administrative Secretary, Public Works</b>	\$30.01	\$30.73	\$31.50
After One Year	\$27.00	\$27.65	\$28.34
Hiring (40 Hours)	\$24.01	\$24.58	\$25.20
<b>Assessor's Clerk</b>	\$24.55	\$25.14	\$25.77
After One Year	\$22.10	\$22.63	\$23.19
Hiring (32 Hours)	\$19.64	\$20.11	\$20.62
<b>Administrative Secretary, Building Dept.</b>	\$26.16	\$26.78	\$27.45
After One Year	\$23.55	\$24.11	\$24.72
Hiring (32 Hours)	\$20.92	\$21.42	\$21.96
<b>Accounting Clerk</b>	\$31.94	\$32.71	\$33.53
After One Year	\$28.75	\$29.44	\$30.18
Hiring (32 Hours)	\$25.55	\$26.17	\$26.82
<b>Planning and Zoning Coordinator</b>	\$28.74	\$29.43	\$30.17
After One Year	\$25.88	\$26.50	\$27.16
Hiring (32 Hours)	\$22.99	\$23.54	\$24.13
<b>Assistant Tax Collector</b>	\$30.14	\$30.87	\$31.64
After One Year	\$27.13	\$27.78	\$28.47
Hiring (34 Hours)	\$24.11	\$24.69	\$25.31
<b>Tax Collector Clerk</b>	\$28.08	\$28.75	\$29.47
After One Year	\$25.28	\$25.88	\$26.53
Hiring (32 Hours)	\$22.47	\$23.01	\$23.59
<b>Assistant Senior Services Director/Secretary</b>	\$30.11	\$30.83	\$31.60
After One Year	\$28.23	\$28.91	\$29.63
Hiring (40 Hours)	\$26.45	\$27.08	\$27.76
<b>Interdepartmental Aide</b>	\$24.20	\$24.78	\$25.40
After One Year	\$21.79	\$22.31	\$22.87
Hiring (32 Hours)	\$19.38	\$19.84	\$20.34
<b>Secretary to the First Selectman</b>	\$32.90	\$33.69	\$34.54
After One Year	\$29.61	\$30.32	\$31.08
Hiring (32 Hours)	\$26.32	\$26.95	\$27.62
<b>Assistant Librarian</b>	\$29.10	\$29.80	\$30.54
After One Year	\$26.18	\$26.80	\$27.47
Hiring (35 Hours)	\$23.29	\$23.85	\$24.45

<b>Youth Services Librarian</b>	\$27.91	\$28.58	\$29.30
After One Year	\$25.12	\$25.73	\$26.37
Hiring (40 Hours)	\$22.32	\$22.86	\$23.43
<b>Library Circulation Coordinator</b>	\$23.04	\$23.59	\$24.18
After One Year	\$20.76	\$21.25	\$21.79
Hiring (40 Hours)	\$18.42	\$18.86	\$19.33
<b>Assistant Assessor</b>	\$34.21	\$35.03	\$35.91
After One Year	\$30.79	\$31.53	\$32.32
Hiring (32 Hours)	\$27.37	\$28.03	\$28.73
<b>Conservation/IW Secretary</b>	\$28.74	\$29.43	\$30.17
After One Year	\$25.88	\$26.50	\$27.16
Hiring (32 Hours)	\$22.99	\$23.54	\$24.13
<b>Fire Department/Fire Marshal Clerk</b>	\$28.74	\$29.43	\$30.17
After One Year	\$25.88	\$26.50	\$27.16
Hiring (34 Hours)	\$23.01	\$23.56	\$24.15

**APPENDIX B**  
**ELIGIBILITY ON RETIREMENT**

The below employees (hired prior to June 30, 1992), pursuant to Section 16.0 who the Town shall continue to provide any and all life insurance benefits which they are eligible to receive under the Town of Oxford Pension Plan are the following employees:

1. Helen Savage
2. Sandra Davis
3. Ann Cummings
4. Joyce Eades

Notwithstanding the language set forth in Section 16.0 or any other section of this collective bargaining agreement, nothing herein shall entitle the employees set forth in this Appendix B to triple life insurance benefits or anything greater than two times their salary. Nothing herein shall prohibit the parties from negotiating further benefits in any successor agreement.

## APPENDIX C WORK SCHEDULE

The current work schedule as of execution of this contract for each bargaining unit position is as follows:

<b><u>Bargaining Unit Position</u></b>	<b><u>Scheduled Days of Work</u></b>	<b><u>Hours of Work</u></b>	<b><u>Scheduled Hours Per Week</u></b>
<b>Administrative Secretary, Public Works</b>	Monday - Friday	7:00 a.m. – 3:00 p.m.	40
<b>Accounting Clerk</b>	Monday - Thursday	9:00 a.m – 5:00 p.m.	32
<b>Assessor's Clerk</b>	Monday - Thursday	9:00 a.m – 5:00 p.m.	32
<b>Secretary to the First Selectman</b>	Monday - Thursday	9:00 a.m – 5:00 p.m.	32
<b>Library Circulation Coordinator</b>	Tuesday, Wednesday, Friday, Saturday	8:30 a.m. – 4:30 p.m.	40
	Thursday	11:30 a.m. – 7:30 p.m.	
<b>Administrative Secretary, Buildings Department</b>	Monday - Thursday	9:00 a.m – 5:00 p.m.	32
<b>Assistant Senior Services Director</b>	Monday – Thursday	9:00 a.m. – 5:00 p.m.	40
	Friday	8:00 a.m. – 4:00 p.m.	
<b>Planning &amp; Zoning Coordinator</b>	Monday - Thursday	9:00 a.m – 5:00 p.m.	32
<b>Assistant Assessor</b>	Monday - Thursday	9:00 a.m. – 5:00 p.m.	32
<b>Youth Services Librarian</b>	Tuesday	11:30 a.m. – 7:30 p.m.	40
	Wednesday	8:30 a.m. – 4:30 p.m.	
	Thursday	11:30 a.m. – 7:30 p.m.	
	Friday	8:30 a.m. – 4:30 p.m.	
	4 <sup>th</sup> Saturday	8:30 a.m. – 4:30 p.m.	

<b>Assistant Librarian</b>	Monday - Friday	8:30 a.m. – 3:30 p.m.	35
<b>Conservation/Inland Wetland Secretary</b>	Tuesday – Thursday	9:00 a.m. – 5:00 p.m.	32
	Friday	8:00 a.m. – 4:00 p.m.	
<b>Tax Collector Clerk</b>	Tuesday – Thursday	9:00 a.m. – 5:00 p.m.	32
	Friday	8:00 a.m. – 4:00 p.m.	
<b>Interdepartmental Aide</b>	Monday - Thursday	9:00 a.m – 5:00 p.m.	32
<b>Assistant Tax Collector</b>	Monday	9:00 a.m. – 7:00 p.m.	34
	Tuesday – Thursday	9:00 a.m. – 5:00 p.m.	
<b>Fire Department/Fire Marshal Clerk</b>	Monday, Tuesday, Thursday	8:00 a.m. – 4:30 p.m.	34
	Friday	7:30 a.m. – 4:00 p.m.	