

**AGREEMENT
BETWEEN**

THE TOWN OF THOMASTON

AND

**THE THOMASTON TOWN HALL
WHITE COLLAR UNION
CSEA, LOCAL 2001 // SEIU**

JULY 1, 2025 – JUNE 30, 2028

TABLE OF CONTENTS

		<u>PAGE</u>
	PREAMBLE	1
ARTICLE I	RECOGNITION	1
ARTICLE II	MANAGEMENT RIGHTS	1
ARTICLE III	UNION SECURITY AND DUES CHECK OFF	2-3
ARTICLE IV	SENIORITY	3-4
ARTICLE V	HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY	4-7
ARTICLE VI	LEAVE PROVISIONS	8-10
ARTICLE VII	VACATION	10-12
ARTICLE VIII	HOLIDAYS	12-13
ARTICLE IX	MILEAGE	13
ARTICLE X	LEAVE WITHOUT PAY	13
ARTICLE XI	WAGES	14
ARTICLE XII	INSURANCE AND HOSPITALIZATION	15-19
ARTICLE XIII	PENSION	19
ARTICLE XIV	SAFETY AND HEALTH	20
ARTICLE XV	SAVINGS CLAUSE	20
ARTICLE XVI	DISCIPLINARY PROCEDURE	20
ARTICLE XVII	GRIEVANCE PROCEDURE	20-22
ARTICLE XVIII	UNIFORMS	22
ARTICLE XIX	DURATION	22
APPENDIX A	SALARY SCHEDULE	23-24
APPENDIX B	HEALTH INSURANCE	25

PREAMBLE

The following contract, by and between, respectively, the Town of Thomaston, Connecticut, hereinafter referred to as the "Town" and the Thomaston Town Hall White Collar Union, CSEA, Local 2001 // SEIU, employed by the Town of Thomaston, Connecticut, hereinafter referred to as the "Union" is designed to maintain and promote harmonious relations between the Town and such of its employees as may be covered by this contract, to the end that more efficient and progressive public service may be rendered.

ARTICLE I **RECOGNITION**

Section 1.0

The Town recognizes the Union as the representative for purposes of collective bargaining for all Clerks, Secretaries and Social Workers, Assessors and Civilian Police Dispatchers employed twenty (20) or more hours per week, but excluding the Secretary to the First Selectman, Assistant Town Clerk, Assistant Registrar of Vital Statistics, Assistant Town Treasurer, WPCA Clerk, and Director of Payroll and Human Resources or any other employee designated as a department head by the Town, as defined in Connecticut General Statutes Section 7-467(4).

In the event that the Town maintains a social services administrator position, such position shall be a bargaining unit position of no more than eighteen (18) hours per work week. The number of hours for the social services administrator position, however, may be adjusted by the Town, based on the needs of the Town and/or the Town's adopted budget.

ARTICLE II **MANAGEMENT RIGHTS**

Section 2.0

It is the right and responsibility of the Town, acting through its officials, departments and agencies, except as otherwise specifically limited or modified by provisions of this Agreement, to determine the level and standards of services to be offered by the Town and its agencies; determine the standards for employment and promotion; assign and direct the work of its employees; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of government operation; determine the methods, means and personnel by which Town operations are to be conducted; exercise complete control and discretion over the organization and technology of performing Town work; and to meet all of its legal responsibilities.

Section 2.1

The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that there will be no strike, work stoppage or interference with the operation of the Town during the life of this Agreement.

ARTICLE III
UNION SECURITY AND DUES CHECK OFF

Section 3.0

During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.

Every one hundred twenty (120) calendar days, the Town will provide the Union via a secure uploaded site provided by the Union an excel spreadsheet that includes: each bargaining unit employee's name, payroll identification number, job title, worksite location, work telephone number, date of hire, work email address, and home address.

If an employee provides the Union with written authorization (and the Union provides the Town with a copy verifying the authorization), the Town will provide the Union with the employees' home telephone number, personal mobile number, and personal email address if the Town has any of this information on file. Any written authorization required under this section may be revoked by the employee at any time. The written revocation will be provided to the Union. The Town will provide the Union with the new hire data set forth herein within ten (10) working days of the employee's first date of employment.

The Union will be allowed thirty (30) minutes during a new employee's workday, at a mutually agreed to time and place, for orientation without loss of compensation. The Town shall grant a Union designee release time without loss of compensation to conduct the orientation. The Town shall be absent from the room during any orientation conducted by the Union. The Union shall have the right to access and use the Town's facilities to conduct orientation sessions.

Representatives of the Union may utilize electronic mail systems of the Town to communicate with bargaining unit members about collective bargaining, the administration of collective bargaining agreements, the investigation of grievances and other workplace related complaints and issues, and internal union matters involving the Union's governance or business. The provisions of this section shall not limit the rights of the Union to communicate with bargaining unit members.

Section 3.1

Union dues shall be deducted by the Town from the paycheck of each employee who authorizes such deductions. Authorization shall include written or electronic authorization allowable under state and federal law. Such deduction shall be discontinued only upon termination of employment, or upon the employee's written request in accordance with the membership agreement. The amount of dues deducted under this Article, together with a list of employees, shall be remitted to CSEA, Local 2001 // SEIU within a week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made.

Section 3.2

The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits, or other forms of liability that shall, or may arise out of, or by any reason of, action

taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE IV **SENIORITY**

Section 4.0

Seniority is defined as the length of continuous uninterrupted service of the employee with the Town in a bargaining unit position covered by this Agreement from the last date of employment with the Town.

Section 4.1

Upon request from the Union, the Town shall prepare a list of employees showing their seniority, classification and rate of pay, and deliver the same to the Union within two (2) weeks of the request. Such request may be made once per contract year.

Section 4.2

New employees shall serve a probationary period of one hundred fifty (150) workdays and shall have no seniority rights during this period. Work days shall be defined as days the employee attends work. Probationary employees have no rights to the grievance and arbitration provisions of this Agreement and are considered at-will employees. Upon completion of their probationary period, new employees shall be classified and their name(s) shall be added to the seniority list which shall reflect their last date of hire. Prior to completion of the probationary period, employees shall receive a written performance appraisal. The employee shall sign the appraisal.

Section 4.3

The Town shall determine when a vacancy occurs and when such vacancy occurs shall be filled within sixty (60) days of the date that any such position has been vacated or from the date that the new position has been created. Notices of all vacancies and new positions must be posted for a period of five (5) working days on a bulletin board accessible to employees. Vacancies and new positions shall be filled by the employee having seniority and who is qualified to perform the job.

Section 4.4

Copies of the job posting and the name of the employee to fill the job shall be given to the Union President promptly at the end of the job posting and appointment period.

Section 4.5

In the event that a layoff becomes necessary, such layoff procedures shall take place in the following order within the group classification impacted by the layoff, provided the remaining employees in the group classification have demonstrated the ability to perform the job.

A. Probationary

B. Least Senior

For purposes of Article IV, Section 4.5, there shall be three (3) group classifications: Group A, Group B and Group C.

Group A shall be comprised of the dispatchers.

Group B shall be comprised of the Assessor.

Group C shall be comprised of the Assessor's Clerk, the Social Services Administrator, the Assistant Tax Collector, the Town Accounting Clerk, and the Administrative Assistant.

Section 4.6

Recall from layoff shall be made first among laid off employee(s) within classification having the greatest seniority. No new employee(s) shall be hired until all laid off employees have been recalled to work, provided remaining employees have demonstrated the ability to perform the job.

Section 4.7

An employee shall lose seniority when he/she:

- A. Quits voluntarily.
- B. Is discharged for just cause.
- C. Is absent, except in the case of layoff, for three (3) consecutive days without notifying the Town, unless he/she furnishes to the Selectman an adequate reason for failure to return.
- D. Is absent from work for a period in excess of an approved unpaid leave of absence.
- E. Is laid off for a period in excess of nine (9) months.
- F. Retires.

ARTICLE V **HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY**

Section 5.0

- A. The regular work day and work week for bargaining unit employees (except for dispatchers) shall be in accordance with Article V, Section 5.5.

The regular workday for dispatchers shall be eight (8) hours per day with a twenty (20) minute paid lunch period.

- B. Dispatchers shall have the right of refusal for overtime of no more than eight (8) hours in the following situation:
 - 1. Dispatcher to have a right of refusal must be working; and

2. The day at issue must be a weekday.

In the event that the Town is unable to fill the shift in accordance with Section B herein, the following procedure shall be utilized:

- a. The Town will utilize the dispatcher overtime list (based on seniority – most senior to least senior) on a rotating basis to call for voluntary overtime coverage. If the employee is either not available or refuses the assignment, the next employee on the list shall be called. A busy signal on the first call shall not constitute a refusal, a second busy signal within ten (10) minutes shall count as a refusal. A no answer shall count as a refusal. Voice mail shall also count as a refusal, provided that a message is left for the employee and the employee does not call back within ten (10) minutes from the time the message is left for the employee. If a not available response is given, it shall count as a refusal. This voluntary overtime process will be followed until the list is exhausted. Each time the Town seeks a volunteer, the next employee on the list will be called first and the rotation will proceed commencing with this employee.
- b. If no dispatcher volunteers, the Town will utilize the dispatcher overtime list to order in for shift coverage on a rotating basis based on seniority (lowest to highest seniority). Each time the Town has to order-in an employee, the next employee on the list will be ordered-in first and the rotation will proceed commencing with this employee.
- c. If management is unable to secure coverage for the shift via ordering in, the dispatcher on duty shall be held over for up to four (4) hours (paid at time and one-half (1½)) and the dispatcher scheduled for the next shift shall be ordered in early for up to four (4) hours (paid at time and one-half (1½)). If the dispatcher on duty is held beyond the initial four (4) hours paid at time and one-half (1½), hours worked beyond the initial four (4) hours will be paid at double time (2x).
- d. Any dispatcher who is either ordered in on his/her regular day off or who volunteers to work on his/her regular day off shall not be required to work more than four (4) hours (paid at double time (2x)), however, said employee may volunteer to work for up to an additional eight (8) hours (beyond the initial four (4) hours) and will be paid at double time (2x) for all such hours worked. The Chief of Police or his designee shall decide whether the need exists beyond the original four (4) hours referenced above. If the need exists, the employee may then volunteer for the amount of time needed by the department (to a maximum of an additional eight (8) hours (beyond the initial four (4) hours)), provided, however, that the Chief or his designee shall determine the number of hours, if any, that the employee will be held over (up to an additional eight (8) hours, beyond the initial four (4) hours).
- e. The parties agree that if there is an emergency, the order in process shall not be required and the Chief of Police or his designee may order in employees based on the needs of the Department. An emergency shall be defined as a situation where the deployment of police personnel is required for an extended period of time.

Section 5.1

A. Time and one-half (1½) shall be paid for:

All authorized work performed in excess of thirty-five (35) hours (for Town Hall employees) or forty (40) hours (for Police Dispatchers) and the Assessor in any one (1) work week.

B. Employees shall receive time and one-half (1½) plus holiday pay for all hours worked on the holidays set forth in Article VIII herein.

C. Dispatchers shall have the option to bank their regular number of daily work hours (eight (8) hours) of holiday time rather than being paid for such time as part of his/her weekly (or bi-weekly) remuneration.

Such time must be used or paid out by the end of the contract year that it was credited, provided, however, if the day is to be used, such use must be approved in accordance with applicable police department policy.

Section 5.2

It is the intention of the parties that overtime will be distributed as equitably as possible (within classification).

Section 5.3

Employees temporarily transferred to work in a higher classification will be paid at a step in the higher classification, that is higher than his/her current rate. The provision of this Section shall apply after thirty (30) working days in the higher classification.

Section 5.4

Employees called back to work after the completion of a workday, shall be paid time and one-half (1½) for all hours worked beyond the workday.

Section 5.5

Employees shall work the following work schedules:

Assessor, Assistant Tax Collector, Town Accounting Clerk and Administrative Assistant in Building and Land Use

Monday, Tuesday, and Wednesday: 8:00 a.m. to 4:00 p.m. (with a one-half (½) hour unpaid lunch)

Thursday: 8:30 a.m. to 6:00 p.m. (with a one-half (½) hour unpaid lunch)

Friday: 8:30 a.m. to 12:00 p.m. (no lunch break)

Assessor's Clerk

Monday through Wednesday: 8:00 a.m. to 1:00 p.m. (five (5) work hours per day)

Thursday: 8:30 a.m. to 1:00 p.m. (four and one-half (4½) work hours per day)

nineteen and one-half (19.5) hours per week.

The Assessor's Clerk shall not be eligible for health and pension benefits. The Assessor's Clerk is eligible for holiday pay for holidays that fall on their scheduled workdays, and a prorated number of sick days and vacation days.

Upon sixty (60) calendar days' notice, the Town may implement a four (4) day workweek for the Assessor, Assistant Tax Collector, Town Accounting Clerk and Administrative Assistant in Building and Land Use.

The schedule shall be:

Assessor, Assistant Tax Collector, Town Accounting Clerk and Administrative Assistant in Building and Land Use

Monday, Tuesday, and Wednesday: 8:00 a.m. to 5:00 p.m. (with a one-half (½) hour unpaid lunch)

Thursday: 8:30 a.m. to 6:30 p.m. (with a one-half (½) hour unpaid lunch)

Assessor's Clerk

Monday through Wednesday: 8:00 a.m. to 1:00 p.m. (five (5) work hours per day)

Thursday: 8:30 a.m. to 1:00 p.m. (four and one-half (4 ½) work hours per day)

nineteen and one-half (19.5) hours per week.

The Assessor's Clerk shall not be eligible for health and pension benefits. The Assessor's Clerk is eligible for holiday pay for holidays that fall on their scheduled workdays, and a prorated number of sick days and vacation days.

Social Services Administrator

Tuesday, Wednesday, and Thursday: 9:00 a.m. to 3:00 p.m. eighteen (18) hours per week, however, the number of hours for the social services position may be adjusted by the Town, based on the needs of the Town and/or the Town's adopted budget. The days of the week when the Social Services Administrator is regularly scheduled to work may be changed by agreement between the Town, the Union, and the Social Services Administrator.

ARTICLE VI
LEAVE PROVISIONS

Section 6.0

Sick leave shall be earned at the rate of 8.75 hours (10 hours for dispatchers) per full calendar month of service, accumulated to a maximum of seven hundred (700) hours (eight hundred (800) hours for dispatchers).

Employees (except for dispatchers) may use sick time in one (1) hour increments, in accordance with the following. If the need for the sick time is for an appointment, such as a doctor's appointment, dentist appointment or a scheduled event (MRI, colonoscopy), the one (1) hour increments may be scheduled consecutively at any time during the workday. If the need for the sick time is for a recurring event, such as physical therapy, occupational therapy, therapy sessions, the one (1) hour increments must be scheduled consecutively at the beginning of the employee's workday or at the end of the employee's workday.

The social services position shall be eligible for a prorated number of paid sick hours. The number of hours paid for each sick day shall be based on the employee's regular workday.

Section 6.1

In the event that an employee is absent from work for four (4) consecutive workdays, he/she shall submit a note from the physician treating the employee for the illness causing the absence. Failure to provide such a note or an incomplete note may be the basis for discipline.

Additionally, a pattern of absenteeism or abuse of absences may be the basis for discipline.

Section 6.2

Upon the death or pension retirement of an employee hired prior to July 1, 2005, the estate of, or such member, shall receive a sum of money equal to accrued sick hours (see section 6.0 for maximum accrual) times rate of pay per hour of such employee at the time of such death or retirement. Employees hired on July 1, 2005, or thereafter shall not be eligible for this benefit.

Section 6.3

Should an employee who has accumulated seven hundred (700) hours (eight hundred (800) hours for dispatchers) use twenty-eight (28) hours or less (forty (40) hours or less by dispatchers) in a calendar year, said employee will be paid for one-half (½) of the unused sick hours accumulated that calendar year. Payments to be made on December 31st of the year.

Section 6.4

The Department Head shall maintain record for each employee for sick time in accordance with the provisions of this Article, and such record shall be reasonably available for inspection.

Section 6.5

Each employee hired prior to July 1, 2013, shall be entitled to twenty-eight (28) hours of personal leave (thirty-two (32) hours for dispatchers) with pay in each contract year for personal business. Each employee hired on or after July 1, 2013, shall be entitled to twenty-one (21) hours of personal leave (twenty-four (24) hours for dispatchers) with pay in each contract year for personal business.

Personal leave shall not be used to extend vacations, holidays, or other period of leave. Request for personal leave shall be submitted at least twenty-four (24) hours in advance of the shift affected by such absence, except in an emergency. Personal leave must be approved by the First Selectman or his designee. An employee shall receive a prorated number of personal leave hours in his/her first year of employment. For purposes of determining the number of personal leave hours the employee is eligible for in his/her first year of employment, the number of leave hours shall be determined based on his/her date of hire through June 30th of such contract year.

In the event a member needs to care for a spouse or child who is sick or ill, the parties agree that twenty-four (24) hours' notice set forth above will not be required to take a personal day.

Personal leave hours shall not be cumulative.

The social services position shall not be eligible for personal leave hours.

Section 6.6

Each member shall be granted leave with pay to attend the funeral in the event of death in his/her immediate family. Such leave shall not be more than three (3) consecutive work days.

Immediate family shall be defined as: spouse, parents, stepparents, mother-in-law, father-in-law, siblings, child and grandparents. It is within the discretion of the First Selectman to extend the definition of immediate family to include other than those defined above and to extend the period not more than (1) one day.

Each member shall be granted up to one (1) day to attend the funeral of relatives other than those defined as immediate family, such relatives shall be defined as: aunt, uncle, nephew, niece, cousin, brother-in-law and sister-in-law.

The social services position shall be eligible for paid funeral days. The number of hours paid for each funeral day shall be based on the employee's regular work day.

Section 6.7

An employee who is absent from work because of any work connected injury or incapacity entitling the employee to weekly temporary total disability benefits ("TT benefits") under the Workers' Compensation Act, shall receive, in addition to temporary total disability benefits, the difference between such Workers' Compensation benefits and their regular straight time wages (based on their regular work week) for a period not to exceed twelve (12) weeks. The parties

understand and agree that the differential paid by the Town shall be subject to applicable state and federal taxes.

If an employee is absent from work because of a work connected injury or incapacity and the employee has a work capacity (meaning the employee has a temporary partial disability, as determined by either the employee's treating physician or a respondent's exam), that the Town determines that it can accommodate, the employee will report to work and perform the work assigned to the employee, including work outside of the employee's regular job duties and assignment.

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Town shall have the right to discharge the employee.

Section 6.8

All employees who are called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal leave. The amount of compensation received for jury duty, excluding traveling expenses, shall be deducted from the employee's day's pay.

In any event, the employee shall not receive less than the normal day's pay. If the employee is excused from court on any scheduled working day prior to 12:00 Noon or who is not required to be in court on any given scheduled working day while serving a jury duty, the employee shall report to work.

Section 6.9

Authorized Union functions: One (1) Union Officer shall be granted leave without pay, not to exceed two (2) working days per year, to attend conferences and/or conventions. Prior notification of such leave of absence must be given to the Department Head.

ARTICLE VII **VACATION**

Section 7.0

For the first year of employment, regularly employed full-time employees will be credited with thirty-five (35) hours (forty (40) hours for dispatchers) of vacation time after the completion of six (6) months of service with the Town in a bargaining unit position covered by this Agreement.

Example: Employee hired on April 1, 2016, completes six (6) months October 1, 2016, is credited with thirty-five (35) hours (forty (40) hours for dispatchers) to be utilized between October 1, 2016 and March 31, 2017.

The number of continuous years of service shall be determined as of the Department member's

respective anniversary date with the Department.

Additional vacation days shall be credited in accordance with the following table:

Hired prior to July 1, 2013:

<u>Years of Service as of the Employees Anniversary Date in the Department</u>	<u>Hours Credited on Anniversary Date</u>
1	35 (40 for dispatchers)
2 - 6	70 (80 for dispatchers)
7 - 13	105 (120 for dispatchers)
14 - 19	140 (160 for dispatchers)
20 - 24	175 (200 for dispatchers)
25	210 (240 for dispatchers)

Hired on or after July 1, 2013:

<u>Years of Service as of the Employees Anniversary Date in the Department</u>	<u>Hours Credited on Anniversary Date</u>
1	35 (40 for dispatchers)
2 - 6	70 (80 for dispatchers)
7	105 (120 for dispatchers)

The social services position shall be eligible for a prorated number of paid vacation hours. The number of hours paid for each vacation day shall be based on the employee's regular workday.

Section 7.1

All vacation earned but not taken shall be paid in the event of the death of an employee, provided, however that vacation time credited in the employee's last year of employment shall be prorated for purposes of such pay out.

Section 7.2

All vacation earned but not taken shall be paid in the event an employee either retires or resigns, provided, however that vacation time credited in the employee's last year of employment shall be prorated for purposes of such pay out.

Section 7.3

In the event an employee is discharged, all vacation earned but not taken shall be forfeited.

Section 7.4

Employees shall be permitted, with approval of the First Selectman, to carry thirty-five (35) vacation hours (forty (40) vacation hours for dispatchers) from one year to the next. Approval shall be obtained from the First Selectman sixty (60) days prior to anniversary date. Unused vacation hours not carried over will be paid to the employee within two (2) weeks of the employee's anniversary date.

Section 7.5

Vacation periods shall be selected in order of seniority. Such selections shall be submitted in writing no later than March 1st of each year to the Department Head. Failure to timely submit such selections shall result in forfeiture of right of selection.

ARTICLE VIII **HOLIDAYS**

Except as set forth below, each employee (except dispatchers) shall receive a total of thirteen (13) paid holidays plus two (2) half days per contract year, as set forth under Article VIII, Section 8.1, subject to the terms and conditions as follows (dispatchers shall receive fourteen (14) paid holidays per contract year, as set forth under Article VIII, Section 8.1):

- A. If an employee is assigned to work on any designated holiday such employee shall receive pay, in accordance with Article V, Section 5.1.
- B. If a designated holiday occurs during an employee's vacation period or while an employee is absent on authorized sick leave or injury leave, no charge against vacation or sick leave shall be made for that day.

If the Town implements a four (4) day workweek in accordance with Article 5, Section 5.5 for the enumerated positions under Article 5, Section 5.5, the impacted employees shall receive holidays on their regularly scheduled workdays based on their regular work hours for the specific holidays. Therefore, effective with a four (4) day workweek, the aforementioned positions shall no longer receive the paid holidays under Section 8.1 that are observed on Fridays.

Section 8.1

The designated paid holidays shall be as follows:

New Year's Day	Independence Day (observed)
Martin Luther King Day	Labor Day
President's Day	Columbus Day (observed)
Good Friday	Veteran's Day (observed)
Memorial Day (observed)	Thanksgiving Day
Juneteenth	Day after Thanksgiving
	Christmas Day

One-half (½) day before Christmas Day - Four (4) hours
One-half (½) day before New Year's Day - Four (4) hours

Dispatchers shall not receive the one-half (½) day before Christmas or the one-half (½) day before New Years' Day as four (4) hour paid holidays. Such days shall be considered regular workdays. Dispatchers shall receive one (1) floating holiday in lieu of such one-half (½) day holidays, to be used in accordance with applicable police department policy.

The social services position shall be eligible for paid holidays that fall on days the employee is scheduled to work. The number of hours paid for each holiday shall be based on the employee's regular workday.

ARTICLE IX **MILEAGE**

Section 9.0

All employees that utilize their own vehicle for Town Business shall be paid current IRS rate per mile portal to portal. Employees must submit mileage to the Finance Office for reimbursement no later than end of the first business day of the month following the month in which such expenses were incurred. Prior to using a personal vehicle for Town business, the employee is required to use a Town vehicle, if one is available for use (and the employee has received authorization from his/her immediate supervisor). If no Town vehicle is available, employees may use their own vehicle.

ARTICLE X **LEAVE WITHOUT PAY**

Section 10.0

Leaves of absence without pay may be granted at the discretion of the First Selectman for a limited, definite period not to exceed one year for the following reasons:

- a. For health reasons, upon advice of a physician.
- b. For other personal reasons, subject to the review and recommendation of the First Selectman or his designee.

Applications for such leave of absence must be made in writing, stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the First Selectman or his designee.

ARTICLE XI
WAGES

Section 11.0

See Appendix A for salary schedules.

Section 11.1 Longevity

Employees hired prior to July 1, 2013 shall receive longevity pay as follows:

After five (5) years of complete service but before ten (10) complete years of service: two hundred dollars (\$200.00) payment paid at the end of each fiscal year.

After ten (10) years of complete service: three hundred sixty dollars (\$360.00) (dispatchers four hundred fifteen dollars (\$415.00)) paid at the end of each fiscal year.

After fifteen (15) years of complete service: six hundred thirty-five dollars (\$635.00) (dispatchers seven hundred twenty-five dollars (\$725.00)) paid at the end of each fiscal year.

After twenty (20) years of complete service: eight hundred fifteen dollars (\$815.00) (dispatchers nine hundred thirty-five dollars (\$935.00)) paid at the end of each fiscal year.

Employees hired on or after July 1, 2013 shall not be eligible for longevity pay.

Section 11.2

All remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Town to implement direct deposit.

Section 11.3

New employees and current employees entering a new classification shall start at an entry level rate which shall be defined as eighty percent (80%) of the hourly rate for the job classification.

Upon either the employee's first anniversary date as a new employee or a current employee's first anniversary date in a new classification, whichever is applicable, the employee will be placed on the regular pay scale.

The Town may, however, hire either a new employee or a current employee in a new classification at a starting rate of up to one hundred percent (100%) of the then current rate for the position based on prior years of experience.

ARTICLE XII
INSURANCE AND HOSPITALIZATION

Section 12.0

The Town of Thomaston will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis with open enrollment to be available in May. The HDHP shall have a \$2,000 single and \$4,000 family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible.

Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions and high cost diagnostic lab and x-rays.

Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$5 Generic/\$25 Brand Name/ \$40 Non Formulary Brand Name (unlimited maximum) (2x retail co-payment for 90-day supply).

Upon satisfaction of the deductible, high cost diagnostic lab and x-rays are subject to a co-pay of \$75.00 (to a maximum of \$375.00).

Out of network services will be subject to a 80% plan/20% member coinsurance to a combined in-and-out-of-network coinsurance maximum of \$2,000 for the individual and \$4,000 for the family, for a combined in-and-out-of-network out-of-pocket maximum of \$4,000 for the individual and \$8,000 for the family.

- Does not cover bariatric procedures
- Infertility benefits are subject to the state mandate limits
- Prior authorization requirement shall apply to prescription drugs. The prescription plan shall be the Anthem Essential Formulary Plan

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

In year 1 of the contract (July 1, 2025 through June 30, 2026), The Town agrees to contribute forty percent (40%) of the HDHP deductible; in year 2 of the contract (July 1, 2026 through June 30, 2027), the Town agrees to contribute forty percent (40%) of the HDHP deductible; in year 3 of the contract (July 1, 2027 through June 30, 2028), the Town agrees to contribute forty percent (40%) of the HDHP deductible.

The Town's contribution toward the deductible shall be deposited in the HSA bank account of the employee on or around July 1st (fifty percent (50%) of the Town's contribution), and January 1st (the remaining fifty percent (50%) of the Town's contribution) of each contract year. In the event that an employee separates from employment from the Town on or after July 1st of any contract year, the employee shall be required to reimburse the Town a prorated amount of the money contributed by the Town for the employee's deductible for such contract year for eligible employees electing health insurance benefits who are employed by the Town as of these dates.

An eligible employee who starts work or elects benefits during a plan year shall be eligible for the remaining contribution from the Town for the plan year ending on June 30th on the aforementioned dates; the Town's contributions shall commence on the employee's first day of eligibility for health benefits.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account.

A Health Savings Account (HSA) is not health insurance, it is a bank account. The parties acknowledge that the Town's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

Employees shall pay fifteen percent (15%) of the annual premium from July 1, 2025 through June 30, 2026, fifteen and one-half percent (15.5%) of the annual premium from July 1, 2026 through June 30, 2027 and sixteen percent (16%) of the annual premium from July 1, 2027 through June 30, 2028 for the HDHP.

Employees who commence work during a contract year shall receive a prorated contribution toward the deductible for such contract year measured from the employee's date of hire through June 30th of the contract year.

The social services position shall not be eligible for health benefits.

On an annual basis, in the event that the employee and his/her family members on the Town health insurance plan completes a health risk assessment and biometric screening, his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

On July 1st of the subsequent contract year, the premium share set forth herein shall be in effect for the employee. Accordingly, the reduction in the premium share by one percent (1%) shall be based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein.

The information included on the assessment and from the screening will not be provided to the Town. The only information provided by the carrier to the Town is whether the assessment and screening were completed.

The health risk assessment shall be:

- An annual physical (and any tests related to such physical);
- An annual dental examination;
- A vision exam (in accordance with the frequency requirements of the health care provider);
- Women's Wellness (a mammogram and/or clinical breast exam in accordance with the frequency requirements of the health care provider); and
- Applicable cancer screenings (in accordance with the frequency requirements of the health care provider).

Biometric screening shall measure the following:

- Height and weight in order to calculate the individuals body mass index (BMI);
- Systolic and diastolic blood pressure;
- Total cholesterol;
- HDL cholesterol; and
- Glucose

Section 12.1

On a contract year basis, eligible employees shall be provided with dental coverage through a dental plan and disability coverage through a disability plan that the Town selects that provides substantially equal or better coverage on a plan-wide basis than the plans in effect at the time of the execution of this Agreement.

With respect to dental insurance, employees who elect such coverage shall pay the following premium share contributions:

Effective July 1, 2025:	20.5%
Effective July 1, 2026:	21%
Effective July 1, 2027:	21.5%

The social services position shall not be eligible for dental benefits.

Section 12.2

The Town shall provide, to all present retirees and their spouse, and to all future employees and their spouse who may retire for any reason, the Health Benefit Plans that are in effect for current employees. Eligible retirees shall pay the premium share cost paid by current employees at the time of their retirement. Employees hired after October 27, 2005 shall not be eligible for this benefit.

Section 12.3

The Town shall provide for an employee who retires after having attained ten (10) or more years of service and who has attained his fifty-fifth (55th) birthday, the same insurance and hospitalization benefits coverage for such employee and his family (spouse and child) as is offered to current employees up to his/her sixty-fifth (65th) birthday, as though such employee had continued to be employed. Eligible retirees shall pay the premium share cost paid by current employees at the time of their retirement. Employees hired after October 27, 2005 shall not be eligible for this benefit.

Section 12.4

The Town shall provide, to all present retirees and their family, and to all future employees and their family, who retire for any reason, the plans or such other plan as selected by the Town.

Eligible retirees shall pay the premium share cost paid by current employees at the time of their retirement. Employees hired after the ratification of the 2005-2008 collective bargaining agreement shall not be eligible for this benefit.

All new employees hired within the various classifications after July 1, 1986 must complete twenty-five (25) years of continuous service in order to qualify under the provisions of 12.2, 12.3 and 12.4 of this agreement. Employees hired after October 27, 2005 shall not be eligible for these benefits.

Section 12.5

The Town may change or substitute insurance carriers or managed care organizations for the above referenced health benefit program as long as the level of benefits are substantially equivalent to or better than the existing program. The "substantially equivalent to or better than" standard shall be applied on a program-wide analysis, including the network, and shall not be benefit specific. The Town agrees that prior to any such change it shall discuss the change with the Union. Any dispute as to the contention that coverage is not equal may be submitted directly to arbitration. Such submission must be filed within twenty (20) calendar days from the meeting where the issue was discussed with the Union. The Town will not change to the new insurance carrier until the arbitrator's decision has been issued in writing. If no grievance is submitted within the twenty (20) day period, the Town may implement the change of carrier.

Section 12.6

All bargaining unit employees shall receive a twenty-five thousand dollar (\$25,000.00) life insurance policy paid by the Town of Thomaston.

Section 12.7

All employees may elect to waive all medical coverage and in lieu thereof receive a payment of:

- Individual Coverage – one thousand five hundred dollars (\$1,500.00)
- Employee & Spouse – one thousand eight hundred dollars (\$1,800.00)
- Family Coverage – two thousand dollars (\$2,000.00)

Payment to those employees waiving coverage will be made on a pro-rated basis every three (3) months during the contract year. The employees that choose this option shall continue to receive dental plan coverage, life insurance coverage, and workers' compensation coverage as set forth in this Agreement.

Where there is a change in an employee's status such as, but not limited to, change in the spouse's employment or changes in the spouse's benefit program, the waiver may, by written notice to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage as set forth in this Agreement shall be subject to any regulations or policy restrictions, including waiting

periods which may then be in effect. Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the employee and the Town so as to insure that the pro-rated basis above was accurate.

ARTICLE XIII **PENSION**

Section 13.0

- A. The Town of Thomaston shall provide a defined benefit retirement plan for each member of the Department hired by the Town in a bargaining unit position covered by this Agreement prior to July 1, 2013. Said retirement plan as modified in January 1, 1984 and July 1, 1997 shall become a part of this contract for the benefit of each member of the Department.

All employees who regularly work thirty (30) hours per week or more hired on or after July 1, 2013 for a bargaining unit position shall be enrolled in a 457b plan. With respect to employees enrolled in the 457b plan, the Town will contribute a maximum of four percent (4%) annually of an employee's total W-2 wages as a fifty percent (50%) match of the employee's contribution of eight percent (8%). The employee may, on a voluntary basis, contribute up to the maximum amount allowed by applicable law (with no additional match by the town beyond the fifty percent (50%) match of the employee's contribution of eight percent (8%).

- B. Benefit rate is two percent (2.0%) per year (maximum twenty-five (25) years) for employees eligible for the Town's defined benefit pension plan.
- C. For employees eligible for the Town's defined benefit plan who were hired prior to July 1, 1997, the normal retirement date is age 55 with ten (10) years of service, or the completion of twenty-five (25) years of credited service at any age.
- D. For employees hired on or after July 1, 1997 who are eligible for the Town's defined benefit plan, normal retirement date will be either age 65 or age 62 with the completion of twenty-five (25) years of service.
- E. An actuarially reduced early retirement benefit will be available at age 55 with a minimum of ten (10) years of service for employees eligible for the Town's defined benefit plan. The benefit level will be two percent (2%) times years of service, actuarially reduced from the individuals' normal retirement date of age 65 or 62 - with the completion of twenty-five (25) years of credited service.
- F. Effective July 1, 2020, members eligible for the Town's defined benefit pension plan shall contribute eight percent (8%) of base pay to the pension plan on a pre-tax basis.

The social services position shall not be eligible for pension benefits.

ARTICLE XIV
SAFETY AND HEALTH

Section 14.0

The Town shall make reasonable provisions for the safety and health of its employee during the hours of their employment.

Section 14.1

The parties agree that, there will be no discrimination against any employee because of political affiliation or membership in the Union. An alleged violation of this provision shall not be subject to the grievance and arbitration process.

ARTICLE XV
SAVINGS CLAUSE

Section 15.0

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 the Agreement shall not be affected thereby, it being the intention of the parties in adopting this agreement that no portion or provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of the adopted provisions contained herein, separately and apart from each other.

Section 15.1

The waiver of a breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions of this Agreement.

ARTICLE XVI
DISCIPLINARY PROCEDURE

Section 16.0

All disciplinary action shall be for just cause and must be stated in writing with the reason(s) given to the employee and the Union president at the time of a verbal warning, written warning, suspension without pay or discharge.

ARTICLE XVII
GRIEVANCE PROCEDURE

Section 17.0

A grievance shall be defined as a complaint by an employee or the Union that there has been a

violation, a misinterpretation, or misapplication of a specific provision or provisions of this Agreement. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of employees. Both parties agree that proceedings shall be kept as confidential as is appropriate. Grievances arising out of matters covered by this Agreement will be processed in the following manner:

- A. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each step, shall be considered as a maximum. The time limits specified may, however, be extended by written agreement between the Town and the Union President.
- B. If an employee does not file a grievance in writing within twenty (20) days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall have been considered waived.
- C. Unless specifically noted to the contrary, days shall mean calendar days.

Step I - Department Head

The employee and/or his/her representative shall present the grievance to the Department head or his designated representative. The Department Head or his designated representative shall notify the employee and his representative of his decision in writing from five (5) working days from the day the grievance was submitted to him.

Step II - First Selectman

In the event the Union is not satisfied with the decision of the Department Head, the Union may, within five (5) working days, submit the grievance to the First Selectman who shall meet with the employee and/or his representative and the CSEA, Inc. Staff Representative. The First Selectman shall render his written decision within five (5) working days following this Step II meeting.

Step III - Arbitration

In the event the union is not satisfied with the decision at Step II, the grievance may be submitted to arbitration before the State Board of Mediation and Arbitration. The arbitrator shall confer promptly with representatives of the Town and the Union, and shall hold such hearings with the parties as he/she shall deem required. The arbitrator shall render his/her decision in writing to the Town and the Union setting forth his/her findings of fact, reasoning, and conclusion on the issues submitted. The decision of the arbitrator shall be final and binding upon both parties. The costs for the services of the arbitrator shall be borne equally by the Town and the Union. The arbitrators shall not add to, delete or modify any terms of this agreement.

Section 17.1

The Union President or his/her designee shall represent the Union for contract negotiation and, in addition, shall represent aggrieved employee(s) in the grievance and arbitration procedure to investigate and adjust grievances. Said president or his designee shall be granted time off, without loss of pay, to conduct such official Union business.

ARTICLE XVIII **UNIFORMS**

Section 18.0

All dispatchers employed by the Town as of July 1, 2025 and all new hire dispatchers will be provided with three (3) long sleeve shirts and three (3) short sleeve shirts that are required to be worn by the Town while on duty. Shirts will be replaced by the Town due to wear and tear as determined by the Chief of Police.

ARTICLE XIX **DURATION**

Section 19.0

This Agreement shall be effective as of the 1st day of July, 2025 and shall remain in full force and effect through the 30th day of June, 2028.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, not later than one hundred fifty (150) calendar days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the anniversary date.

Section 19.1

This Agreement shall remain in full force and be effective during the period of negotiations, IN WITNESS WHEREOF, the parties have set their hands this 13 day of May 2025.

For the Town of Thomaston

First Selectman

For CSEA, Local 2001//SEIU

Representative

President of Union

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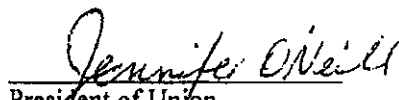


First Selectman

For CSEA, Local 2001//SEIU



Representative



President of Union

APPENDIX A SALARY SCHEDULE

Essential Employees

July 1, 2025 July 1, 2026 July 1, 2027

2.50% 3.0% 3.0%

Dispatcher

- | | | | |
|-----------------------------------|---------|---------|---------|
| • start rate (20% below job rate) | \$21.97 | \$22.63 | \$23.31 |
| • job rate | \$27.45 | \$28.27 | \$29.12 |

Dispatcher with Clerical Duties

- | | | | |
|-----------------------------------|---------|---------|---------|
| • start rate (20% below job rate) | \$22.52 | \$23.20 | \$23.90 |
| • job rate | \$28.15 | \$28.99 | \$29.86 |

Non-Essential Employees

July 1, 2025 July 1, 2026 July 1, 2027

2.50% 3.0% 3.0%

Assessor (requires certification)

- | | | | |
|-----------------------------------|-------------|-------------|-------------|
| • start rate (20% below job rate) | N/A | N/A | N/A |
| • job rate | \$84,341.00 | \$86,871.00 | \$89,477.00 |

Assessor's Clerk

- | | | | |
|-----------------------------------|---------|---------|---------|
| • start rate (20% below job rate) | \$19.68 | \$20.27 | \$20.88 |
| • job rate | \$24.60 | \$25.34 | \$26.10 |

Social Services Administrator

- | | | | |
|-----------------------------------|---------|---------|---------|
| • start rate (20% below job rate) | \$18.91 | \$19.48 | \$20.06 |
| • job rate | \$23.64 | \$24.35 | \$25.08 |

Assistant Tax Collector

- | | | | |
|-----------------------------------|---------|---------|---------|
| • start rate (20% below job rate) | \$19.68 | \$20.27 | \$20.88 |
| • job rate | \$24.60 | \$25.34 | \$26.10 |

Town Accounting Clerk

- | | | | |
|-----------------------------------|---------|---------|---------|
| • start rate (20% below job rate) | \$18.93 | \$19.50 | \$20.09 |
| • job rate | \$23.66 | \$24.37 | \$25.10 |

Administrative Assistant

• start rate (20% below job rate)	\$18.81	\$19.37	\$19.95
• job rate	\$23.51	\$24.22	\$24.95

- The Assessor employed by the Town as of July 1, 2025 shall receive twenty percent (20%) less than the regular rate for the Assessor position until she receives her Certified Connecticut Municipal Assessor (CCMA Level I) Certification. Upon receiving the Certified Connecticut Municipal Assessor (CCMA Level I) Certification, the Assessor will be paid the regular Assessor wage rate (prospectively) for the applicable contract year. There shall be no defined time period for the Assessor to obtain her Certified Connecticut Municipal Assessor (CCMA Level I) Certification, unless a date certain is agreed to, in writing, by the Town, the Union, and the Assessor.
- Commencing on July 1, 2025, if the first shift dispatcher is certified as a CT COLLECT law enforcement terminal agency control officer (T.A.C.) and is assigned additional duties, including but not limited to:
 - clerical duties;
 - scheduling of dispatchers;
 - training and certifying new dispatchers;
 - updating and maintaining all dispatcher training and certifications;
 - recruitment and interviewing of potential new hires;
 - ensuring all dispatchers and police officers are certified in COLLECT;
 - performing law enforcement criminal background checks for police department employees;
 - ordering and maintaining supplies;
 - updating and correcting C.A.D.;
 - processing all vendor/solicitor permits and background checks;
 - perform and process criminal background checks for pistol permits applications; and
 - filing and maintaining all department records, responding to all records requests and collecting fees for records requests

he/she shall receive an annual stipend of four thousand dollars (\$4,000.00) payable in equal increments in each pay period during each contract year that the work is performed.

**APPENDIX B
HEALTH INSURANCE
(SEE ATTACHED PLAN SUMMARIES)**

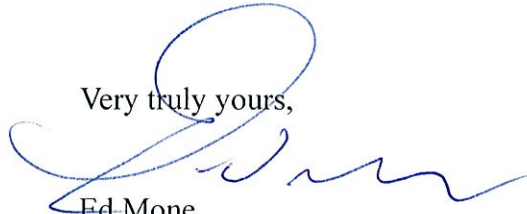
May 13 2025

Dear Jon :

In accordance with Article V, Section 5.5 of the collective bargaining agreement between the Town of Thomaston and the Thomaston Town Hall White Collar Union, CSEA, Local 2001//SEIU dated July 1, 2025 through June 30, 2028, this correspondence is written to provide you with sixty (60) calendar days' notice that the Town will be implementing a four (4) day workweek for the Assessor, Assistant Tax Collector, Town Accounting Clerk and Administrative Assistant in Building and Land Use. The four (4) day workweek for the aforementioned positions will commence on Monday, 7/14, 2025.

Please let me know if you have any questions.

Very truly yours,



Ed Mone
First Selectman

