WORKING AGREEMENT

BETWEEN

THE TOWN OF EAST HARTFORD

AND

TEAMSTERS LOCAL #559

(Telecommunicators)

JULY 1, 2010 – JUNE 30, 2013

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WORKING AGREEMENT
between
THE TOWN OF EAST HARTFORD
and
TEAMSTERS LOCAL #559

This agreement is entered into by and between the Town of East Hartford, hereinafter referred to as the "Town" and the Teamsters Local #559, hereinafter referred to as the "Union."

ARTICLE I
Recognition

1.0 The Town recognizes the Teamsters Local #559 as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment, other conditions of employment and all other benefits derived through contractual negotiations for all Telecommunications Operator, Public Safety, (hereinafter referred to as employees) excluding: supervisors, professionals, uniformed and investigatory employees of the Police and Fire Departments, and excluding all others excluded by the Municipal Employee Relations Act (MERA).

ARTICLE II
Union Security

2.0 The Town agrees to deduct weekly Union dues or agency fees in whatever sum is established by the Union as the regular monthly dues uniformly required as a condition of retaining membership therein upon the receipt of an assignment. If, for any reason, a deduction was not made on the payday in which Union dues are to be deducted, a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him or her to bring the membership dues up-to-date. The sum which represents such weekly Union dues or agency fee deduction shall be certified to the Town as constituting such by the duly authorized Financial Officer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased until thirty (30) days written notice of such change has been received by the Town from the duly authorized Financial Officer of the Union. The form of the assignment for giving effect to this Article is attached hereto as Appendix A and made a part of this Agreement.

2.1 Deductions provided in Section 2.0 shall be remitted to the duly authorized Financial Officer of the Union not later than three (3) days following the last pay period in the month in which the deduction is made. The Town will simultaneously furnish the duly authorized Financial Officer of the Union a record of the employees from whose earnings deductions have been made.

2.2 The Town's obligation to make such deduction shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement.

2.3 As a condition of employment (i) all present employees who are members of the Union upon the effective date of this Agreement shall remain members for the duration of this

Agreement and (ii) all employees who are not members shall within thirty-one (31) days after the effective date of this Agreement become members of the Union and remain members for the duration of this Agreement, or pay to the Union an agency fee, in an amount equal to the amount uniformly required of its members.

All employees hired thereafter, as a condition of employment, shall become members of the Union on or before their thirty-first (31st) day of employment, and remain members for the duration of this Agreement, or pay to the Union an agency fee, in an amount equal to the amount uniformly required of its members.

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

2.4 The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that during the term of this Agreement, it will not authorize any strike.

2.5 At least one (1) bulletin board shall be reserved at an accessible place for the exclusive use of the Union for posting of official Union notices or announcements within the Police Communications Room.

2.6 The Union agrees that it will indemnify and save the Town harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Town in accordance with the terms of the dues check-off provisions of this Article, or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Union on account of the deductions made from earnings of such employee or employees.

2.7 The Town will provide each member of the Union with a copy of this Agreement within thirty (30) days after the signing of this Agreement. A copy of the Personnel Rules and Regulations and Merit System will be made available to each employee upon request with no charge.

ARTICLE III
Seniority/Layoff/Vacancies

3.0 The Town shall prepare a list of full-time telecommunicators showing their length of service with the Town and deliver same to the Union on or before December 1st of each year. Upon completion of their probationary period, new employees shall be added to this list.

3.1a Seniority shall commence upon the date that the employee begins employment as a Public Safety Telecommunicator in the bargaining unit. The employee's earned seniority shall not be lost because of absence due to illness, pregnancy, maternity leave, bereavement, jury duty, personal leave, or authorized leaves or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leaves of absence or

layoff, but previously accrued seniority rights will not be lost by the employee because of such leave or layoff. When more than one employee is appointed on the same date, seniority shall be determined by their relative positions on the eligibility list, or alphabetically by last name (as of employment date) in the absence of a current eligibility list.

3.1b New telecommunicators shall serve a probationary period of one (1) year, and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. The Town may extend such probationary period for up to a maximum of six (6) additional months. The dismissal of a probationary employee during probationary period shall not be subject to the grievance procedures. All employees who have completed their probationary period shall be full-time employees and shall acquire seniority as of date of their employment. Probationary employees may be evaluated once each month by their department head or their designee.

3.1c Employees who are promoted shall serve a trial period of three (3) months, which may be extended by an additional three (3) months by the Chief. Management shall return an employee to the former pay grade or position if the employee fails to successfully complete the trial period. Employees may be evaluated once each month during trial period. Reduction in grade shall be only for just cause.

3.2 The Town shall post notice of new Public Safety Telecommunicator positions or assignments for a period of twenty-one (21) calendar days on the bulletin board to be provided for such purpose, prior to any action taken by the Town to fill such vacancies or new positions. The Human Resources Department shall notify a Union Steward, in writing, of any such vacancy. Employees wishing to be considered for assignment to such vacancies or new positions may, personally, or through their Union representative, submit their request to their supervisor within twenty-one (21) days of the posting.

3.3 Copies of the job posting and a list of persons bidding for the job shall be sent to a Union Steward at the end of the posting period cited in 3.2 above by the Human Resources Director.

3.4 When a new position or assignment is created within the bargaining unit, the employee with the highest bargaining unit seniority shall be given first opportunity to fill the position, provided he or she has qualified and has demonstrated the capacity to perform the duties of the position or assignment. If he or she refuses, it shall go to the next senior person who has qualified.

3.5 The person appointed to the vacancy or new position and a Union Steward shall be notified, in writing, of the appointment. Notification shall be made not later than forty-five (45) calendar days after the initial posting.

3.6 If no employees in the bargaining unit are qualified, the position may be filled through recruitment of applicants from outside the bargaining unit.

3.7 Layoffs are permitted when an appointing authority, with the approval of the Mayor, deems it necessary by reason of lack of work or funds, the abolition of the position, material change in the duties or organization which are outside the employer's control and

which do not reflect discredit of the service of the employee. Positions in this bargaining unit may be abolished upon recommendation of the Mayor and approval of the Town Council.

3.8a In the event of a layoff, the employee shall be given at least two (2) weeks' notice in writing, and the layoffs shall take effect as follows:

1. Temporary and Seasonal Employees
2. Part-Time Employees
3. Probationary Employees

In the event of further layoffs, they shall occur in reverse seniority within the bargaining unit. (Example: The least senior person in his/her classification within the bargaining unit shall be laid off first etc.)

3.8b Employees who are laid off shall have recall rights for a period of twenty-four (24) months from the date of layoff and only to the classification from which the employee was laid off. The last employee in the classification laid off shall be the first employee recalled to that classification. Employees shall have two (2) weeks from the date the Town sends a notice of recall by certified mail to the employee at their last known address to return to the job, unless there are extenuating circumstances.

3.8c During the period of layoff the employee shall have the right to receive any insurance benefits listed under Article IX of this labor agreement, subject to the provisions of COBRA, as amended.

3.9 Laid off employees with the most seniority, in the reverse order provided in Section 3.9 of this Article, shall be rehired first and no new employee, full or part-time, shall be hired until all laid off employees have been given an opportunity to return to work.

3.10 An employee shall lose his seniority rights under any of the following circumstances:

a. Resignation.
b. Discharge for just cause.
c. Failure to report to work within two (2) weeks after due notice by the Town to the employee's last known address to return to work after layoff, provided the employee makes known his desire, in writing, to return within five (5) days.

3.11 For all purposes, except layoff, the seniority rights of the Stewards shall be exactly the same as the seniority rights of all other employees. In the event of a layoff, the Stewards will have super seniority during their term of office.

ARTICLE IV
Hours of Work and Overtime

4.0a Telecommunicators shall work a schedule of five (5) consecutive days on duty followed by two (2) consecutive days off duty, with the exception of agreed shift changes.

4.0b The work day shall be eight (8) hours, with one-half (½) hour paid meal break. The meal break shall not be taken in conjunction with any other form of authorized break. The meal break shall not be taken during either the first or last hour of the employee's shift.

4.1a Hiring of overtime shifts shall be fairly distributed within the Bargaining Unit to all qualified members. Hiring of overtime shifts will be distributed equally with an agreed upon method of hiring between the Bargaining Unit members and the Department Head.

4.1b Overtime work, when required, will be offered to qualified full-time employees within the bargaining unit only.

4.1c When overtime is required to fill a vacant shift or fill other demands of public service, all eligible employees shall first be polled for voluntary acceptance of the opening. If no volunteers are found, the vacant shift shall be split into two (2) four-hour segments. The on-duty Telecommunicator with the least number of total overtime hours during the calendar year shall be required to extend his/her shift by four hours to fill the first portion of the vacant shift. The second portion of the vacant shift shall be filled by the employee scheduled for the succeeding shift who has the least number of total overtime hours during the calendar year. In the event that employee cannot be contacted, the next scheduled employee on the successor shift with the least number of total overtime hours shall be called, until the position is filled. Seniority, from least to most, shall be used to determine eligibility in the event of equality of total overtime hours.

4.1d Employees may voluntarily work sixteen (16) consecutive hours in conjunction with a mandatory eight (8) hour rest period, however, no employee shall be ordered to work in excess of twelve (12) consecutive hours except that if no employee from the successor shift can be contacted, the employee from the preceding shift may be required to work the full shift. In no case shall an employee be required to work more than sixteen (16) consecutive hours.

4.1e If an employee has worked twenty-four (24) hours of voluntary or involuntary overtime in five (5) consecutive work days, he/she will not be eligible to be ordered in for involuntary overtime in the five (5) day work period.

4.2a. Telecommunicators shifts are as follows:

A Squad	23:30 hours to 07:30 hours
B Squad	07:30 hours to 15:30 hours
C Squad	15:30 hours to 23:30 hours

SEE APPENDIX B FOR ROTATION OF THIS SCHEDULE

Employees shall be paid an hourly differential of ten percent (10%) of their hourly base rate for each hour that they work on third shift. The third shift differential shall apply to all hours paid or worked, including temporary assignments to third shift.

4.2b. Overtime at the rate of one and one-half (1.5) times the regular hourly rate shall be paid for each quarter hour or more worked in excess of eight (8) hours per day or in excess of

forty (40) hours per week. Overtime will be paid at double time rate when it is performed on the holidays listed below.
Contractual Holidays:

New Year's Day	January 1st
Martin Luther King Birthday	Federal Observance
Lincoln's Birthday	February 12th
Washington's Birthday	
Good Friday	
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	Federal Observance
Columbus Day	Second Monday of October
Veteran's Day	Federal Observance
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

4.2c. For the purposes of pay computation, the pay period begins on Sunday and ends the following Saturday.

4.2d. The Town shall have the right to require overtime work consistent with the needs of public safety and service. When conditions require the prompt and urgent mobilization of public safety employees to respond to emergencies (including but not limited to fires, floods, natural disasters, strikes and demonstrations), the Chief of Police shall have the right to order a full or partial mobilization of Telecommunicators without regard to any method of equalization of employee overtime or any overtime rotational hiring scheme or method.

4.3 Until a probationary employee has completed required training and has been certified by the Chief to work independently, the employee shall not be eligible for overtime shifts, nor subject to ordering in.

4.4 Compensatory time shall not accumulate to more than ten (10) working days, or eighty (80) hours. Compensatory time off will be taken at the mutual convenience of the employee and the department head, as far as practical. In the case of conflict, the department head taking into account seniority, will have the final authority, subject to the provisions of the Grievance Procedure.

Compensatory time may be accrued at the employee's discretion at the rate of one and one-half (1-1/2) hours for each hour of overtime worked subject to the following rules:

1. Maximum accrual ten (10) days (80 hours)

2. Any employee who reaches the maximum of 80 hours will thereafter be paid overtime for any work in excess of 8 hours per day or 40 hours per week for as long as he/she has 80 hours compensatory time accrued.
3. No employee's accrual will be allowed to exceed the 80 hour limit.

4. Employees who have more than 80 hours of compensatory time accrued prior to

this Agreement will have one year from date of execution of this contract to reduce accrued compensatory time to the 80 hour limit. Those who fail to do so will lose whatever amount that exceeds the limit.

4.5 Any employee called in to work outside the regular schedule shall be guaranteed a minimum of four (4) hours work, or pay for actual time worked if by mutual agreement.

4.6 Shift Swaps

Shift Swaps will be administered according to the following procedures:

a. All exchanges must be requested in advance in writing and be approved or disapproved by the Chief or his/her designee.

b. Once a swap has been approved, the responsibility for the shift rests with the employee now scheduled to work. If the employee(s) becomes ill and cannot work, he/she shall be charged with the sick time deduction and the shift will be processed as any other open shift. Any and all types of approved time off will be deducted from the employee taking responsibility for the shift.

ARTICLE V
Holidays

5.0 Bargaining unit members will receive a lump sum equivalent to seven percent (7%) of their base salary as holiday compensation. This lump sum payment will be based upon the rates of pay effective on December 1 and shall not become part of base pay.

The seven percent (7%) lump sum holiday compensation will be paid annually in the first pay period in December.

The seven (7%) percent lump sum holiday compensation shall be prorated on a monthly basis for bargaining unit members who are hired or who voluntarily separate from employment during the course of the year, regardless of the specific date on which such hiring or voluntary separation occurs. For example, if an employee works 6 of the 12 contractual holidays he/she would be compensated $6/12^{th}$ (i.e., ½) of the lump sum holiday compensation. For purposes of this Section, termination during an employee's probationary period shall not constitute involuntary separation barring the employee from receiving the prorated holiday compensation.

5.1 Any unanticipated holiday or day of mourning declared by the Mayor and celebrated by all other Town employees, other than Board of Education employees, in the form of time off with pay, shall be granted to the members of this bargaining unit by payment of an additional day's pay.

ARTICLE VI
Vacations

6.0 a. All full-time employees shall be entitled to vacation leave with pay, which shall

accrue to the employee on January 1st of each calendar year in the following manner:

Number of Full Years of Service to be Completed Within the Calendar Year	**Number of Vacation Days**
1 through 4 years	10
5 through 9 years	15
10 through 14 years	20
15 years	21
16 years	22
17 years	23
18 years	24
19 or more years	25

b. Vacation leave shall not be granted to any new employee with less than six (6) months of service with the Town. New employees hired between January 1st and June 30th shall be permitted to take up to five (5) days of vacation after completion of six (6) months of service. These vacation days shall be deducted from said employee's first annual vacation accrual occurring on the first January 1st following appointment.

6.1a. The scheduling of vacation periods shall be posted by the department head not later than February 1st of the vacation year.

6.2 Requested vacation periods will be granted by the Bureau Commander or his/her designee with due consideration to both the wishes of the employee and the public safety and public service needs of the Department.

6.3 Vacation requests submitted prior to March 2 of each year shall be processed in the following manner:

Priority will be given to vacation requests which exceed four (4) work days. Priority will then be given to seniority (i.e., in order to exercise seniority, a senior employee must request more than four days if the same days have been requested by a junior employee requesting more than four days). In all other cases, seniority shall prevail. A master calendar indicating approved vacations shall be posted no later than April 1 of each year. Vacation requests submitted after March 1 shall be processed on the basis of (1) date of submission, (2) duration (3) seniority.

6.4 When an employee has no sick leave available, he/she may elect to use vacation leave as sick leave.

6.5 When an employee is separated from Town service, he/she shall be paid his/her pro-rata accumulated vacation leave and compensatory time to a maximum of forty (40) vacation days and ten (10) compensatory days. In the event of an employee's death, such payment shall be made to his/her dependent survivor, or estate if there is no dependent survivor. Such payment will be made within two (2) weeks of the date of the employee's death, in a

lump sum, provided it does not cross the fiscal year. In the event that it does cross the fiscal year, payment will be made in two (2) installments.

6.6 The maximum accumulation of vacation leave permitted is fifty (50) days, however, no vacation beyond forty (40) days will be paid by the Town at retirement or separation. No vacation leave may be used during the sixty (60) days prior to retirement.

6.7 Once vacation leave is granted, such leave shall not be canceled unless there exists a demonstrated need resulting from an actual or imminent public safety emergency.

6.8 In the event of illness of a minimum of two days during an employee's vacation period, the employee shall be given the option of charging the sick days to his/her sick time provided a doctor's note is given to the department head.

6.9 Employees shall have the opportunity to purchase, via weekly payroll deductions, up to five (5) additional vacation days per calendar year. The Authorization for Payroll Deduction Form (Appendix F) for the Prepaid Vacation Program must be received in Human Resources, Town Hall, no later than 4:30 p.m. on December 15th of each year to be eligible for Prepaid Vacation for the coming calendar year.

ARTICLE VII
Leave Provisions

Section 7.0: Sick Leave:

All employees shall earn paid sick leave at the rate of 1-1/4 days per month with no maximum on accumulation. Sick leave with pay may only be used for the employee's recovery from personal illness or injury, or to permit the employee's absence for a reasonable period to make arrangements to care for a member of the immediate family.

a. Accrual of earned sick leave credits will continue while employees are absent from work due to vacation, injury, or illness, except for unpaid leave.

b. In exceptional cases, the Human Resources Director, with the advice of the department head, may grant additional sick leave with pay. Requests for such additional sick leave shall be in writing and signed by the employee, when possible.

c. Sick leave with pay will not be granted for recuperation from illness or injury which is directly traceable to employment by another employer.

d. Two accrued sick days may be taken as sick/personal days at a minimum of one-quarter (1/4) day segments for personal business or appointments that must be conducted during working hours. Use of this time will not interrupt the earning of Earned Days (see 7.0g below).

e. It shall be the responsibility of the employee to notify the department or division head in advance of sick leave usage, if possible, and in any event not later than one hour prior to the commencement of the shift. If the absence exceeds five (5) working days, or when an employee's attendance shows frequent or habitual absence because of claimed sickness,

the employee shall provide the department head with a doctor's certificate on the approved form (Appendix D) or substantially equivalent information attesting to the need for absence. Whenever possible, an employee who is absent for more than five (5) working days must notify his department or division head of his intention to return to work.

f. It shall be the responsibility of the department head to maintain accurate up-to-date leave records for his/her employees. Once every calendar year in the month of January, the department head shall notify all employees of the amount of vacation and sick leave to their credit.

g. For every calendar quarter of perfect attendance, an employee shall earn one (1) Earned Day. Maximum accrual of earned days shall be eight (8) days. A continuous absence commencing in one (1) calendar quarter and continuing into another quarter will break the perfect attendance for the initial quarter only. Perfect attendance, for the purpose of this article, shall mean no time taken for tardiness, sick leave, unauthorized leave, authorized leave without pay, or disciplinary suspension. Earned Days shall be used at times mutually agreeable to the employee and department head. Requests for Earned Day usage shall not be unreasonably denied. The Town will not provide payment to any employee who wishes to cash in unused earned days upon retirement or voluntary/involuntary termination.

h. If an employee has unused sick leave at the time of his/her retirement, he/she shall be paid in a lump sum for each day of unused sick leave up to a maximum of ninety (90) days.

i. If an employee has unused sick time at the time of his/her death, his/her spouse and/or dependent children shall receive, on the basis of the employee's current wages, full compensation for any of the deceased employee's unused accumulation of sick leave up to a maximum of 90 days.

Section 7.1: Special Leave With Pay:

a. ***Personal Leave:*** Employees shall be entitled to three (3) days personal leave each calendar year to be used at the employee's discretion.

b. ***Worker's Compensation:***

The Town will comply with all applicable state legislation relating to Worker's Compensation.

Whenever an employee shall be absent because of a Town service connected injury or occupational disease he/she will be compensated under the provisions of the Worker's Compensation Act. Such absence will not be charged against accrued sick leave. In addition to payments received under the Worker's Compensation Act, any employee with six (6) months of continuous service shall receive a supplemental payment from the Town, equal to the difference between his take-home pay (gross pay less deduction for pension, income tax and FICA) and the payments received under the Worker's Compensation Act for up to two years or maximum improvement, whichever comes first.

In those cases wherein the disabled employee receives damages or awards through litigation or settlement against third parties, he/she will reimburse the Town for monies received during such absence.

The Corporation Counsel is authorized by the Town to negotiate anything less than the full amount of such reimbursement, subject to approval by the Town Council.

Employees shall report all on-the-job illnesses and injuries, in accordance with Worker's Compensation Laws. The Town shall post prominently a notice designating the authority to whom employees shall report illness and injuries.

c. ***Jury Duty:***

The Town agrees to comply with Connecticut General Statutes, as amended from time to time, to determine compensation for employees required to report for jury duty.

d. ***Funeral Leave:***

Three (3) days of special leave with full pay, between the date of death and the date of the funeral inclusive, shall be granted for death in the employee's immediate family. Immediate family, for purposes of this section, is defined as parents, step-parents, grandparents, spouse, brother, step-brother, sister, step-sister, child, step-child, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, and any other relative that is domiciled in the employee's household.

e. ***Military Leave:***

Employees shall be granted leave with full pay at current base rate for the purpose of attending training camps for Reservists or National Guard members provided:

- Military pay and wages paid by the Town together do not exceed the employee's regular wages, and the Town shall be reimbursed for any overpayment.
- Such summer training periods do not exceed two weeks.

f. ***Education Leave:***

Employees may be granted leave with pay to permit participation in education or training courses which enhance the employee's value to the Town. An advance request for the above leave must be in writing and must have approval of the department head and the Mayor.

Section 7.2: Family Medical Leave:

The Town will comply with all the terms of the Federal Family Medical Leave Act. These terms include but are not limited to the following:

a. Under circumstances described below, employees will be eligible for up to 12 weeks of paid or unpaid family and medical leave in a twelve-month period. Pursuant to Federal Law, employees may choose, or the employer (i.e. Town) may require the employee to use, accrued paid leave to cover some or all of the FMLA leave taken. In addition, employees may choose, or employers may require (unless it violates any worker's compensation law) the substitution of accrued paid vacation or accrued paid personal leave for any of the situations covered by FMLA. Notwithstanding the above, the employee has the right to retain 2 weeks of accrued paid vacation time.

b. Events which qualify employees for such leave are:

- Birth or adoption of a child or placement of a child in the employee's home for foster care.
- A serious health condition, as defined by FMLA, of the employee, employee's spouse, employee's parent or child or parent-in-law.

c. To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing or verbally to their department head so that the Town can determine if FMLA-qualified leave will be granted.

d. The Town may require medical certification to document the reason for the leave, where provided by law.

e. The Town will notify the employee in writing before the leave begins that the leave has been designated as FMLA leave and will be deducted from the allowable maximum.

f. During the period of FMLA-qualified leave, the employee shall retain health benefits at the same level as before the leave. The Town will continue to pay the premiums as before the leave.

g. Employees, where authorized by law, may be required to provide a "fitness for duty" certification upon return to work

Section 7.3: Unpaid Leave of Absence

The Human Resources Director, with advice of the department head, may grant a leave of absence without pay for a period not to exceed one (1) year, provided such leave may not be taken for the purpose of seeking or performing other employment, and provided the employee has previously exhausted all accumulated leave. Requests for such leave shall be made in writing to the Human Resources Director and shall include a statement of the reasons for the leave and proposed length of the leave.

a. During the period of leave without pay, except for military leave, the employee shall not be credited for length of service, and shall not be credited with time for the purposes of accruing sick leave, vacation leave, or Personal Days.

b. Except as provided for in 7.3.d.2 below, an employee shall be reinstated from unpaid

leave of absence to any position for which he/she qualified that is comparable to the position the employee last held with the Town, but without any preferred status from his/her prior employment.

c. Any employee who is on an unpaid leave of absence shall not be paid for any holidays or sick leave during the period of absence. Authorized unpaid leaves of absence for one (1) month or less will not be used as a basis for reducing employee benefits or seniority.

d. The Town will comply with the terms of Uniformed Services Employment and Reemployment Rights Act.

1. No employee shall lose any seniority standing because of any military service including service in the National Guard or organized Reserves.

2. Upon returning from extended active military service, an employee shall be reinstated to his former job, or one of like rank, and shall receive credit for the yearly increments awarded, if any, during his/her absence for military service, provided that he/she reports for work within ninety (90) days of his discharge from military service. The Human Resources Director will so notify, in writing, all employees entering extended active duty in the military service.

3. The Town will give credit to the employee for time spent in military service for retirement purposes.

4. The employee's accumulation of sick leave upon leaving for extended active duty in the military service shall be retained to his/her credit when he/she returns.

ARTICLE VIII
Wages and Benefits

8.0 The compensation plan shall be made a part of this Agreement and attached hereto as Appendix C.

Wages:	Retroactive to 07/01/10	1.0%
	Effective 07/01/11	2.0%
	Effective 07/01/12	2.5%

8.1 Employees shall advance one step as follows on their anniversary date:

Step 1	Hire
Step 2	1 year
Step 3	2 years
Step 4	3 years
Step 5	4 years

8.2a Whenever an employee is required to work in a higher classification for a period of twenty (20) consecutive working days or more, he/she shall be paid at the lowest step in the higher classification that will produce an increase.

8.2b Whenever an employee is permanently moved from a class or position in one grade to a different class in a grade having a higher maximum, they shall be paid at the lowest step in the higher range that produces an increase.

8.3 Whenever an employee is permanently moved from a class or position in one grade to a class having a lower maximum, they shall be paid at the step in the lower range that is the same as received in the former.

8.4 Employees required to use a privately-owned automobile for the conduct of Town business shall be reimbursed, once a month, for all mileage driven at the published I.R.S. rate.

8.5 No employee will be paid more than the maximum, nor less than the minimum listed for his/her position grade.

8.6 All employees shall be paid by direct deposit and shall receive paperless paycheck stubs by electronic mail.

ARTICLE IX
Insurance and Pension

9.0 *Health Insurance Coverage for Active Employees:* Active employee insurance benefits are outlined in Appendix E.

9.1 *Health Insurance Coverage for Retired Employees*:

a. "Retired employee" shall mean a former employee who was continuously employed by the Town until commencement of a pension benefit, who has met the requirements for a normal or disability retirement as defined by the pension plan. "Vested benefit recipient" shall mean any former employee who terminated service after meeting the requirements for vesting under the pension plan.

b. For employees who retire on or before December 31, 2010, the Town shall provide and pay for upon retirement the Preferred Provided (PPO) Plan with Managed Care provisions and Full Service Prescription Drug coverage. For retirees who reach the age at which they become eligible for Medicare, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage. Major Medical coverage will be offered provided that the retiree pays 100% of the premium.

c. Employees who retire on or after January 1, 2011 will be subject to the following:

i. Employees who retire at 55 years of age or under will pay 50% of the cost of employee-only insurance coverage until the employee reaches the age at which he or she becomes eligible for Medicare;

ii. Employees who retire at 56 through 59 years of age will pay 25% of the cost of employee-only insurance coverage until the employee reaches the age at which he or she becomes eligible for Medicare;

iii. Employees who retire at 60 through 64 years of age will pay 0% of the cost of employee-only insurance coverage until the employee reaches the age at which he or she becomes eligible for Medicare.

iv. The Town shall cease providing and/or paying for any and all health insurance coverage when the retired employee reaches the age at which he or she becomes eligible for Medicare.

9.2 *Health Insurance Coverage for Retired Employees' Spouses*:

a. The term spouse shall mean the retired employee's husband or wife who shall have been living with the employee as his or her husband or wife at the time of the employee's retirement.

b. For employees who retired between January 1, 1983 and December 31, 2010, inclusive, the Town shall provide and pay for the insurance benefits as described in Section 9.1 b for the retired employee's spouse, under the following circumstances:

i. The retired employee must attain age 60 before his/her spouse will be eligible for this coverage.

ii. If the retired employee remarries, the new spouse will not be eligible for this coverage.

iii. In order for this coverage to be effective, the retired employee must pay to the Town 50% of the monthly premium, as determined by the Town. This premium shall be deducted from the retired employee's monthly pension check. If such deduction is not made continuously from his pension check commencing with his 60th birthday, all coverage to the spouse shall cease and not be reinstated.

iv. When the retired employee's spouse reaches the age at which he or she becomes eligible for Medicare, the Town will pay 100% of the premium for Parts A and B Supplemental coverage.

v. When the retired employee dies, all coverage to his/her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from his/her pension check.

c. For employees who retire on or after January 1, 2010, the Town shall provide for the insurance benefits as described in Section 9.1 b for the retired employee's spouse, under the following circumstances:

i. If the retired employee remarries, the new spouse will not be eligible for this coverage.

ii. Payment for such spousal benefits shall be subject to the following:

- Employees who retire at 55 years of age or under will pay 100% of spousal

coverage until the spouse reaches the age at which he or she becomes eligible for Medicare;

- Employees who retire at 56 through 59 years of age will pay 75% of spousal coverage until the spouse reaches the age at which he or she becomes eligible for Medicare;

- Employees who retire at 60 through 64 years of age will pay 50% of spousal coverage until the spouse reaches the age at which he or she becomes eligible for Medicare.

- The Town shall cease providing and/or paying for any and all health insurance coverage when the employee's spouse reaches the age at which he or she becomes eligible for Medicare.

iii. This premium shall be deducted from the retired employee's monthly pension check. If such deduction is not made continuously from his or her first pension check all coverage to the spouse shall cease and not be reinstated.

iv. When the retired employee dies, all coverage to his or her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from his/her pension check.

9.3 Each retiree will be provided with a three thousand dollar ($3,000) life insurance policy.

9.4 The employee Retirement Plan shall be a part of the Agreement and annexed thereto.

ARTICLE X
Safety and Health

10.0 A Safety Committee consisting of two members representing the Union and two members representing the Town shall be appointed and said committee shall meet with the Town to review and recommend safety and health conditions.

a. An advisory committee will be developed upon the signing of this contract which will consist of two (2) Union members and the Chief of Police or his/her designee. This committee will meet monthly at a mutually convenient time and location to discuss matters of mutual interest to include, but not limited to, staffing, policy and procedures of the Communication Center.

10.1 An employee may be away from his/her work station for a maximum of thirty (30) minutes during the workday for breaks.

10.2 The Town shall provide each employee with a proper identification card which will include photo and other data for identification purposes where there is a demonstrated need.

ARTICLE XI
Savings Clause

11.0 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 this 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 the other.

ARTICLE XII
Management Rights

12.0 Except as specifically abridged or modified by any provision of this Agreement, the Town will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following:

Determine the standards of selection for employment; direct its employees; take disciplinary action; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights and prerogatives are inherent in the Town Council and the Mayor by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement, but the manner of exercises of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE XIII
Grievance Procedure

13.0 In order to insure fair and equitable treatment of all employees of the Department, there is hereby established a formal procedure to permit discussion and resolution of all grievances.

a. Definition of a grievance shall be as follows:

1. Discharge, suspension or other disciplinary action.

2. Charge of favoritism or discrimination.

3. Interpretation and application of the rules and regulations and policies of the Police Department.

4. Matters relating to the interpretation and application of the articles and sections of this Agreement.

b. The written grievance shall include:

1. A statement of the grievance and facts involved.

2. The alleged violation of a specific provision of this Agreement.

3. The remedy requested.

13.1 Any employee may use this grievance procedure with or without Union assistance. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

13.2 Step 1 Any employee who has a grievance shall, within ten (10) calendar days of the occurrence or event giving rise to the grievance, reduce the grievance to writing and submit it to the Chief, or his designee. The Chief's, or his designee's, decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within fourteen (14) calendar days of receiving the grievance. If this does not resolve the problem, it may be processed to Step 2. At the option of the grievant, grievances involving discharge, suspension or demotion following disposition by the Chief of Police, may be processed beginning with Step 2.

13.3 Step 2 If the grievance has not been settled, it shall be presented in writing to the Human Resources Director within ten (10) calendar days after the decision of the Chief of Police, or his designee, is received. If he so determines, the Human Resources Director, or his designated representative, shall meet with the interested parties no later than ten (10) calendar days after the receipt of the grievance and, in any case, shall render his decision in writing within fifteen (15) calendar days of the receive of the grievance. If this decision does not resolve the dispute, then the question may be processed to Step 3.

13.4 Step 3 Upon mutual agreement, both parties may petition the State Board of Mediation and Arbitration to appoint a mediator. This request must be made within ten (10) calendar days of the transmittal of the written decision in Step 2. Should mediation fail to resolve the question, then it may be processed to Step 4 within ten (10) calendar days.

13.5 Step 4 Either party may request the State Board of Mediation and Arbitration to provide arbitration services within fifteen (15) calendar days following a decision or recommendation at the preceding step.

a. The decision of the arbitrator shall be final and binding on both parties.

b. The authority of the arbitrator shall be limited to the application and interpretation of this Agreement. He shall have no authority to add or subtract from this Agreement. Nothing in this Agreement shall be interpreted so as to limit the authority of the Superior Court to determine the question of arbitrability.

c. The cost of the arbitration mutually incurred shall be shared equally by both parties. Costs incurred by the parties as individuals shall be borne by the party incurring the cost.

d. Expedited Arbitration. The parties may agree to the utilization of an expedited arbitration system following Step 2 for cases of unpaid suspension and any other cases mutually agreed by the parties. Cases designated by the parties to be heard in expedited arbitration will be scheduled for hearing as agreed to by the parties. A mutually agreed single arbitrator shall be utilized in accordance with the procedures of the contractually provided arbitration forum. All other provisions of this Agreement concerning grievances and arbitration shall apply to expedited cases.

e. Failure by any representative of the Town of East Hartford to take action within the time limit prescribed in this Grievance Procedure shall constitute a denial of the grievance on the last day allowed for such action by the representative of the Town, and the grievant or the Union shall be permitted to proceed to the next level on the basis of such denial. Failure by the grievant or the Union to proceed to the next level within the prescribed limits at any level of the procedure shall constitute acceptance of the decision rendered at the last level of the Grievance Procedure. However, all time limits expressed herein may be waived by mutual written agreement.

13.6 Telecommunicators, not to exceed three (3) members of the Union, as shall be designated by the Union for the purpose of contract negotiations shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

Stewards, not to exceed two (2) members of the Union, as shall be designated by the Union for the purpose of adjusting grievances shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

13.7 The Union shall furnish the Town with a list of its Stewards, and shall, as soon as possible, notify the Town, in writing, of any change therein. Such notification shall be sent to the Human Resources Director, Town Hall, East Hartford. No Steward shall be recognized by the Town until such written notification of his/her appointment shall be received by the Town from a duly authorized officer of the Union.

13.8 In addition to those specified, the Union or the Town may at Step 3 and 4 of the grievance procedure, have other representatives present during the presentation of grievances, provided either party shall so advise the other a reasonable period in advance of such hearing.

13.9a Complaints Against Telecommunicators

Telecommunicators who are employed in the Police Department shall be entitled to receive a copy of any citizen's complaint or internal complaint against such Telecommunicator immediately upon conclusion of a preliminary inquiry by the Chief of Police or his designee. Under normal circumstances, such preliminary inquiry shall be

concluded within thirty days from receipt of such complaint.

13.9b Rights of the Telecommunicator

If an investigation is commenced by Internal Affairs, such investigation shall commence upon conclusion of the preliminary investigation and upon the signing of an Internal Affairs complaint by the Chief of Police. Under normal circumstances, the investigation by the Internal Affairs Division shall be concluded within sixty (60) days from the signing of an Internal Affairs complaint by the Chief. In extenuating circumstances, extensions of up to ninety (90) days each shall be permitted for the completion of the Internal Affairs investigation, with notice to a Union Steward.

13.9c Right to Union Representation

If the Telecommunicator so desires, a Union representative may be present during any questioning which he/she reasonably believes may lead to disciplinary action against such Telecommunicator.

13.9d Upon completion of any investigation a letter shall be sent to the bargaining unit member notifying him/her that the investigation was completed, which rules, if any, he/she is alleged to have violated, the date and time set for any administrative hearing and enclosing a copy of all reports and other information obtained in any investigation. The affected employee and the Union shall be notified in writing of the outcome of the investigation within thirty (30) days of the hearing.

13.10a Internal Investigation Procedures

Whenever a Telecommunicator is under investigation for any reason which may lead to disciplinary and/or criminal charges, such investigation shall be conducted in the following manner:

Any questioning of the Telecommunicator shall be conducted at a reasonable hour, unless the seriousness of the allegation, as determined by the Chief of Police, warrants an immediate response, with payment in accordance with Article IV.

13.10b Telecommunicators will never be subject to the "East Hartford, Connecticut Police Department Rules and Regulations."

13.10c No employee of the bargaining unit shall be disciplined for refusing to submit to a polygraph test.

ARTICLE XIV
Discipline

14.0a The following types of disciplinary action may be invoked against employees. They may be independently invoked.

1. Reprimand

An appointing authority shall report any verbal or written reprimand as a part of the employee's service record by the forwarding of a written memorandum to the Human Resources Director for inclusion in the employee's file. A copy of such reprimand shall be forwarded to the employee and to a Union Steward. Such reprimand shall remain a part of the employee's service record.

2. Suspension

An appointing authority may, for disciplinary purposes, suspend, without pay, any employee under his control. Such suspension shall not exceed ten (10) working days for any one offense. Suspensions totaling more than thirty (30) days in any twelve (12) successive months shall be deemed a dismissal and be so treated.

3. Dismissal

An appointing authority may dismiss for cause any employee under his control occupying a position subject hereto when he considers that the good of the service shall be served thereby.

14.0b All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and the Union at the time of the suspension or discharge.

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warnings, suspension, and discharge. Progressive discipline shall be applied when appropriate. No employee shall be discharged or suspended without just cause. Disciplinary action normally shall follow in this order:

A. Verbal Warning
B. Written Warning
C. Suspension
D. Discharge

14.0c Employees shall not be discharged without just cause. The following shall be sufficient causes for reprimand, suspension, or discharge though such action may be for causes other than those enumerated:

1. Willful violation of the Provisions of the Charter.

2. Incompetence or inefficiency in the performance of the duties of the position to which the employee has been appointed.

3. Wanton carelessness or negligence in the use and the care of Town property.
4. Habitual tardiness or absence from duty which results in unsatisfactory attendance. Unsatisfactory attendance is evident when the sum of days of absence, plus periods of absence is greater than 15 in a twelve-month period. Potentially unsatisfactory attendance may be sufficient cause for a verbal warning. Employees shall have the right to utilize the grievance procedure

pertaining to this Article.

5. Conviction of a felony or misdemeanor involving moral turpitude.

6. Intoxication on duty.

7. Conduct which reflects unfavorably upon the Town service.

8. Violation of any reasonable official order or failure to carry out any lawful and reasonable directions made and given by a proper supervisor.

ARTICLE XV
Convention Leave

15.0 Duly appointed Union members shall be entitled to leave with pay to conduct Union business, such as Council meetings, Conventions, and training. The total amount of Union business leave shall not exceed forty-eight (48) hours in any year. Leave may be taken in increments of one (1) hour.

ARTICLE XVI
Right to Review

16.0 Each employee shall have the right to see and review his or her personnel file upon request by appointment with the Human Resources Director or his/her designee. The Town shall provide copies of all materials in the file upon request of the employee. Employees may request that the Town correct inaccurate or incorrect material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file. No separate active personnel file shall be maintained other than the one subject to employee inspection.

16.1 Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

ARTICLE XVII
Non-Discrimination

17.0 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation, disability, or Union membership.

ARTICLE XVIII
Miscellaneous

18.0a Training

The Town agrees to abide by the State Laws governing the certification and re-certification of Public-Safety Telecommunicators according to Connecticut General Statutes in a timely manner.

18.0b Any Telecommunicator of the Police Department attending in-service training school during his/her regularly scheduled working hours with the knowledge and consent of the department head shall be granted time off from his/her regular duties and be compensated at his/her regular rate. The Chief or his designee shall make all in-service training assignments. The Town shall reimburse the Telecommunicator for mileage associated with such training at the current I.R.S. rate.

18.0c Notices of job related training schools and in-service training which may be available, shall be posted in the Department. The Chief or his designee shall approve/disapprove all training and service assignments.

18.1 The Town agrees that past practices as defined by rulings of the Connecticut State Board of Labor Relations (CSBLR), will be maintained unless changed by the terms of this Agreement.

18.2 There shall be no alteration, variation, or amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties.

18.3 Access to Premises

The Union's representatives or authorized officers shall be permitted to confer with the employees on the premises of the employer; however, conferences shall not interfere with the normal operations of the department. The Union's representative will report to the Watch Commander.

18.4 Court Time

Any employee of the bargaining unit required to testify in court as a witness for the Town or in a civil action related to his/her employment with the Town, or appear at an attorney's office for the purpose of trial preparation as a result of his/her employment with the Town or appear as a witness in a criminal matter at the request of the State or Federal prosecuting attorney as a result of his/her employment with the Town shall be paid in accordance with Article IV.

18.5 The Town shall reimburse any Telecommunicator for loss or damage of clothing and/or personal property suffered in the performance of duty if due to negligence on the part of the Town. Such claim for loss must be supported with reasonable proof of loss and of the value of the clothing and/or property. Reimbursement shall not exceed $300.00.

18.6 All requests for any form of authorized leave, including but not limited to requests to use accrued vacation leave, jury duty, earned days, military leave, and compensatory time, must be submitted not later than sixteen (16) hours prior to the starting time of the work shift to which the request applies. This shall not apply for the requesting of emergency sick leave, family sick leave or funeral leave. When reasonably possible, notification of an absence due to illness or injury must be submitted not later than twelve (12) hours prior to the starting time of the work shift to which the request applies. If an employee's absence due to illness or injury will not result in additional overtime to the Telecommunicators operation, the twelve (12) hour notice will not be required.

18.7 No more than two (2) members of any shift may be absent on the same day due to the use of accrued leave other than sick leave, jury duty, funeral leave, or military leave.

18.8 Each employee shall be eligible for tuition reimbursement of up to $300.00 per semester or quarter not to exceed $600.00 per contract year after successful completion of graduate or undergraduate courses or programs at a recognized college or university directly related to the position the employee holds with the Town. Reimbursement will be made upon the employee providing evidence of satisfactory completion of the approved course and a receipt for the tuition paid. Any employee who has been compensated under this Section and who does not remain an employee for a minimum of two (2) years after receiving such compensation will reimburse the Town for any or all monies paid to the employee under this Section during the preceding two (2) years.

18.9 Employees who are certified as Communications Training Operators (CTO) shall be paid an hourly differential of thirty percent (30%) of their hourly base rate for each hour or portion of an hour that they spend in direct training of a TOPS trainee.

To qualify for the differential, the CTO must:

b. Be currently certified as a CTO by the Association of Public Safety Communications Officials;

c. Be assigned on a daily basis by the Police Chief or his/her designee to work directly with a trainee as a CTO;

d. Document the time spent providing training as a CTO and submit the documentation as required by the Department;

e. Demonstrate continuing effectiveness in training as judged by Department management;

The time spent by employees acquiring or maintaining the CTO certification will not be subject to payment of the differential.

Reasonable time spent by the CTO in completion of required documentation regarding a trainee's progress will be subject to payment of the differential.

A CTO will be assigned to trainee's one-on-one. CTO assignments will be made first on a voluntary basis. In the absence of volunteers, a CTO will be assigned to a trainee by Department management. When more than one person volunteers for an assignment, the CTOs will be alternated throughout the trainee's training period.

The Chief or his/her designee shall have the authority to cancel this program based on the Department's needs.

ARTICLE XIX
Duration

19.0 This Agreement shall be effective as of the first day of July, 2010, and shall remain in full force and effect until the 30th day of June, 2013, except that it may be amended at any time by mutual agreement, or upon the anniversary date of said Agreement by giving to the other party not less than one hundred twenty (120) days' written notice of intention to negotiation a successor agreement.

FOR THE TOWN OF EAST HARTFORD	FOR TEAMSTERS LOCAL #559
Marcia A. Leclerc, Mayor	John Lupacchino, Teamsters Staff Representative
Ronald Savitski Human Resources Director	
2/9/11	
DATE	DATE 2/9/11

APPENDIX A

TEAMSTERS LOCAL #559

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
(Please print) Last Name First Middle

TO: _____
Name of Employer

Effective _____, I, hereby request and authorize you to deduct from my earnings a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of the Teamsters Local #559.

The authorization shall remain in effect in accordance with the Working Agreement or upon termination of my employment.,

_____
Date

_____
Employee's Signature

_____
Street Address

_____
City and State

APPENDIX B
SHIFT ROTATION SCHEDULE

Shift rotation periods shall begin on the first Sunday after January 1st and the first Sunday after July 4th in each calendar year. The bidding period shall begin sixty (60) days prior to each shift rotation period and shall be completed within thirty (30) days.

APPENDIX C

WAGE SCHEDULE
TOWN OF EAST HARTFORD
TELECOMMUNICATIONS OPERATOR
TEAMSTERS LOCAL #559

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/1/10	1% increase	$42,796	$44,910	$47,128	$49,454	$51,900
7/1/11	2% increase	$43,652	$45,808	$48,070	$50,443	$52,938
7/1/12	2.5% increase	$44,743	$46,953	$49,272	$51,704	$54,261

APPENDIX D

A medical certificate submitted in accordance with Article VII, Section 2 shall be on the following form or shall contain substantially equivalent information.

MEDICAL CERTIFICATE FORM

NAME OF DOCTOR _____

ADDRESS _____

TEL. NO. _____

TO: Human Resources Director
Town of East Hartford

FROM: _____

DATE: _____

As a physician duly licensed by the State of _____,

I hereby certify that _____ who was seen by me on
(name of employee)
_____ was unable to work during the continuous period
(date)
from _____ to _____. He/she was under my care on or
(date) (date)
after _____.
(date)
I also certify that said employee can return to duty with no

restrictions on _____.
(date)

_____
Signature of Physician

APPENDIX E
HEALTH INSURANCE

The Town of East Hartford agrees that all members of the Teamsters shall opt out of the Town's insurance plan (including Dental, Vision, Health, Prescription and Life) and further agrees to pay the Teamster's insurance premium based on the following rates:

Year 2010-2011 $7.78 per 40 hour workweek x 52 weeks per employee.

Year 2011-2012 $8.50 per 40 hour workweek x 52 weeks per employee.

Year 2012-2013 $8.85 per 40 hour workweek x 52 weeks per employee

Any Teamster's member who retires during the term of this contract from Town service will be eligible to receive the retiree benefits listed in Sections 9.2 and 9.3.

APPENDIX E
Health and Welfare Fund

This Health Fund Article shall supercede and prevail over any other inconsistent provisions or articles contained within this Agreement.

Commencing on July 1, 2010, and for the duration of the current collective bargaining agreement between Local Union 559 and the Town of East Hartford ("the Town"), and any renewals or extensions thereof, the Town agrees to make payments to the IBT Local 559 Health Services and Insurance Fund ("the Fund"), for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement whether such employee is a regular, probationary, temporary or casual employee, irrespective of his/her status as a member of non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement, as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Town shall make a contribution of $7.78 to the Health Fund but not more than $311.20 per week for any one employee from the first hour of employment in such week. Commencing on the 1st day of July, 2011, the said hourly contribution rate shall be $8.50 but not more than $340.00 per week for any one employee, and commencing with the 1st day of July, 2012, the said hourly contribution rate shall be $8.85, but not more than $354.00 per week for any one employee.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, the payments shall be made at the amounts set forth above.

If an employee is absent because of illness or off-the-job injury and notifies the Town of such absence, the Town shall continue to made a required contribution of forty (40) hours for a period of four (4) weeks. If any employee is injured on the job, the Town shall continue to pay a required contribution until such employee returns to work, however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months. The Town agrees to and accepts the Health Fund's Agreement and Declaration of Trust as amended, and ratifies the selection of the Town Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

The parties agree that the Health Plan adopted by the Trustees of the Health Fund shall, at all times, conform to requirements of the Internal Revenue Code so as to enable the Town at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and related wage records of the Town for all employees performing work within the

scope of and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the Fund.

If the Town shall fail to make contributions to the Health Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Town, having been notified that its contributions to the Fund have been under-reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and or/contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Town, to take whatever steps it deems necessary to secure compliance with this agreement, any provisions of this collective bargaining agreement to the contrary notwithstanding, and the Town shall be responsible to the employees for losses resulting therefrom. Also, the Town shall be liable to the Trustees for all costs of collecting the payments due together with attorney's fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Town's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the Health Fund and/or the Local Union, the Local Union and its business agent or chief executive officer shall have no right to modify, reduce or forgive the Town with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

No oral or written modification of this section regarding the Health Fund shall be made by the Local Union or the Town, and if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the Health Fund.

APPENDIX F

AUTHORIZATION FOR PAYROLL DEDUCTION PREPAID VACATION

To Be Filled Out By Employee

Employee's Name: _____
(Please print full name)

Social Security Number: _____-_____-_____

I hereby authorize the Town of East Hartford to deduct from my earnings a sufficient amount to provide for: 1 2 3 4 5 days prepaid vacation effective January 1, 20____.

By signing below, I understand and agree to the following:

- I may only purchase up to five (5) days of additional vacation.
- The enrollment period shall be during business days from November 15th to December 15th of each calendar year.
- Up to 5 days worth of vacation shall be computed and deducted from my payroll in equal installments over a 52-week period. Deductions will commence on January 1st.
- I will first exhaust all prepaid vacation before using any regular vacation for the current calendar year.
- I will use all prepaid vacation within the current calendar year and will not carry over any prepaid vacation into the following calendar year.
- Prepaid vacation will have no impact on my pension calculations.
- I understand my decision is irrevocable. However, in the event of untimely separation from the Town of East Hartford, I will receive payment for any unused prepaid vacation or I will reimburse the Town for any used vacation that was not prepaid.
- I must complete one year of service with the Town of East Hartford to become eligible for this program.
- I understand that all other applicable language in my respective Collective Bargaining Agreement still applies.
- I understand that this authorized deduction applies only for the calendar year referenced above and is ***not*** automatically renewed.

SIGNATURE:_____ **Date:**_____, _____
(Employee)

Return no later than Dec. 15 to:

HUMAN RESOURCES DEPARTMENT
EAST HARTFORD TOWN HALL
740 MAIN ST.
EAST HARTFORD, CT 06108

Office Use Only

APPENDIX G

MEMORANDUM OF AGREEMENT

WHEREAS, in 2010, the Town of East Hartford (the "Town") and Teamsters, Local 559 (the "Union")(collectively, the "Parties") engaged in negotiations for a successor agreement to the collective bargaining agreement effective July 1, 2005 through June 30, 2010;

WHEREAS, as part of those negotiations, the Parties modified Article IX of the 2005-2010 collective bargaining agreement which pertains to the health insurance benefits offered to retirees;

WHEREAS, the Parties wish to exempt nine bargaining unit members who will be eligible to retire on or before December 31, 2019 from the above modifications to said health insurance provisions; and

NOW THEREFORE, the Parties hereby agree to the following:

1. Any bargaining unit members who are eligible to retire on or before December 31, 2019 will retain the current level for retiree health insurance under the same conditions that were available to them prior to the 2010 negotiations. This provision also includes the continuation of the Town's providing and paying for the current Medicare supplemental coverage for the above affected group of eligible employees.

2. Unless the Union is agreeable, there shall be a lockout of any negotiations regarding the above benefits for the above-affected group of eligible employees.

3. Should the Town make any changes to the retiree's health insurance plan that would enhance the above benefits such changes shall not be affected by the lockout provision referenced in paragraph 2, above, and would not preclude the receiving of these benefits by all employees except that the Town cannot remove, alter or change in any way the lockout on retirees health insurance negotiations in paragraph 2, above, or the retirees health insurance provisions of this Agreement.

For Teamsters, Local 559

John Lupachino

Dated: 2/9/11

For Town of East Hartford

Dated: 2/9/11