

AGREEMENT

Between

TOWN OF NEW MILFORD

And

United Public Service Employees Union

New Milford Emergency Dispatchers Unit #911

July 1, 2021 through June 30, 2026

AGREEMENT

This AGREEMENT is made and entered into by and between the TOWN OF NEW MILFORD, hereinafter referred to as “the Town” and LOCAL Unit 911 OF the United Public Service Employees Union, hereinafter referred to as “the Union”.

ARTICLE I RECOGNITION

Section 1.0

The Town recognizes the Union, as the sole and exclusive bargaining agent for the New Milford Emergency Dispatchers Town employees, as identified in Appendix A to this Agreement, who work twenty (20) hours or more per week for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment in accordance with Connecticut State Board of Labor Relations Case No. MBA 25-822.

ARTICLE II MANAGEMENT RIGHTS

Section 2.0

Except as specifically relinquished, abridged or limited to a specific provision of this Agreement, it is agreed that the Town has retained the usual management rights and that the right to manage the business of the Town and direct its working force is vested exclusively in the Town, which right shall include but shall not be limited to, the right to hire, promote, demote and transfer, to suspend, discharge or otherwise discipline for just cause; to maintain discipline and efficiency of employees and prescribe reasonable rules to that end which do not effect wages, hours or other terms or conditions of employment; to transfer or lay-off because of lack of work; to dismiss for proper cause; to determine the extent to which work or employment shall be increased or reduced, including the exclusive right to plan, direct and control the departmental operations; and to change methods, processes, equipment or facilities.

ARTICLE III UNION SECURITY

Section 3.0

Each present employee, who becomes a member of the Union as of the execution date of this Agreement as evidenced by voluntary completion of an authorized form for the payroll deduction of Union dues or a Union service fee, shall remain a member of the Union in good standing or pay a Union service fee as a condition of employment.

Section 3.1

Upon receipt of a proper written individual authorization, the Town agrees to deduct monthly Union dues and/or service fees and Union initiation and/or reinstatement fees, as the case may be, in the amount certified by the Union, from each member of the bargaining unit who is on the payroll.

Section 3.2

The dues deduction shall be made once a month during the same payroll period each month as specified by the Town, with agreement of the Union. The Town shall remit all such deductions to the Union's office.

Section 3.3

In consideration of the Town entering into the provisions of this Article, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liabilities or costs to the Town which arises out of entering into or enforcement of this Article.

ARTICLE IV
NO STRIKE/NO LOCKOUT

Section 4.0

The Union agrees that it will not call or support any strike, work stoppage, picketing, work slowdown or any other action against the Town that would impede the proper functioning of the Town government at any time.

Section 4.1

The Town agrees that it will not lock out any employees, at any time.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 5.0

The work days and work week for all employees shall be those hours, and starting and quitting times, in effect as of the execution of this Agreement. The bid shall be posted at least fourteen (14) days before the start of a new bid.

Section 5.1

Full-time employees shall work thirty (30) hours or more up to forty (40) hours per week, exclusive of lunch periods.

Part-time and Per Diem employees shall work less than 30 hours per week exclusive of lunch periods.

The per-diem dispatcher(s) and/or part-time dispatcher(s) will be eligible for any open shifts, and shall have first right of refusal to Saturday day shift. Full-Time Dispatchers shall have first right of refusal to all other days. Full-Time employees may still take the shift even if the Per-Diem or Part-Time Dispatcher(s) has/have been-scheduled for the shift up to 48 hours before the start of the shift, except Saturday day shift.

The regular work week shall consist of forty (40) hours per week, made up of eight (8) hour per day. The work week shall be scheduled consisting of five consecutive days with two (2) days off. The shifts schedule shall be defined as not rotating and consist of the following hours:

Day Shift 7:00am-3:00pm
Evenings 3:00pm-11:00pm
Nights 11:00pm-7:00am

Bid shifts will adhere to the following schedule:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Disp A	Off	Days	Days	Days	Days	Days	Off
Disp B	Days	Days	Days	Days	Off	Off	Days
Disp C	Eves	Off	Off	Eves	Eves	Eves	Eves
Disp D	Eves	Eves	Eves	Off	Off	Eves	Eves
Disp E	Mids	Off	Off	Mids	Mids	Mids	Mids
Disp F	Mids	Mids	Mids	Off	Off	Mids	Mids
Disp G	Off	Eves	Eves	Eves	Eves	Days	Off
Disp H	Days	Mids	Mids	Mids	Mids	Off	Off
Communications Supervisor	Off	Days	Days	Days	Days	Days	Off

Section 5.2

- A. Hours worked in excess of regularly scheduled hours to forty (40) hours in a week shall be paid at the regular (straight time) rate. Hours worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2) the regular rate. Hours worked in excess of eight (8) hours in any one day shall be paid at the rate of time and one-half (1-1/2) the regular rate. Vacation and holiday hours shall be credited as hours worked.

- B. In lieu of overtime pay, an employee may request compensatory time off which, if granted, shall be given at the appropriate overtime rate. Such request shall be made in writing to the employee's Chief or his/her designee and, if approved, shall be maintained on file in the office of the Comptroller. Compensatory time shall be taken only with the approval of the Chief or his/her designee. An employee may accumulate up to forty (40) hours of compensatory time. Accumulated compensatory time accounts shall be paid at the end of the fiscal year at the employee's regular rate in effect when the compensatory time was earned.
- C. Notwithstanding subsection 5.2 A above, all hours worked outside of regularly scheduled work hours by police dispatchers shall be paid at the rate of time and one-half (1-1/2) the regular rate.
Any employee called back to work outside his/her regular scheduled working hours shall be paid a minimum of three (3) hours for any call back.
- D. Daylight Savings Time: Dispatchers who work nights on Daylights Savings evening shall be required to work eight (8) hours in March and nine (9) hours in November on that date. For Daylight Savings time in March, Dispatchers assigned to nights may work 10:00 p.m. to 7:00 a.m. or from 11:00 p.m. to 8:00 a.m. The Union shall notify management fourteen (14) days prior to the daylight savings time shift as to which start time the impacted members will work. For daylight savings time in November, the 11:00 p.m. to 7:00 a.m. shift shall be worked and the Town shall pay one (1) hours overtime for that shift.

Section 5.4

All overtime work, within job title, to the extent practicable, shall be distributed equally during the fiscal year. Any employee who does not avail himself/ herself of the opportunity to work overtime shall be charged for overtime as though he/she had worked.

In order for one employee to bump another employee from overtime, notice of the intention to bump must be provided at least forty-eight (48) hours prior to the start of the shift or overtime hours.

Section 5.5

No employee shall be required to work on their regular scheduled day/days off until all other employees have been requested to work who do not have a regularly scheduled day off on the date in question. Per-Diem and Part-Time employees are eligible to work during call-in situations, but shall not have first right of refusal except for Saturday day shift for the shift vacancy, and cannot be ordered to work in replacement of a Full-Time Dispatcher. The Department shall be required to contact the membership wait no more than a 1/2 hour for a response from those members before requiring the scheduled off employee to come in to work. The timing starts when the alert is sent through Everbridge

or similar program. This section shall not apply in the case of exigent and /or emergency circumstances as determined by the Chief or his designee.

No member of the bargaining Unit shall be ordered to work more than sixteen (16) hours in any twenty-four (24) hour period, until all other employees on a shift before or after have been called in, This section shall not apply in cases of emergencies and/or exigent circumstances as determined by the Chief or his designee.

ARTICLE VI **HOLIDAYS**

Section 6.0

The following holidays shall be observed as days off with pay:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Good Friday
- Memorial Day
- Juneteenth
- July 4th
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Floating Holiday

In order to qualify for holiday pay, an employee must work his/her last scheduled workday prior to the holiday, and the first scheduled day after the holiday unless on approved leave as provided in this agreement.

Section 6.1

All holidays shall be defined as the actual day of the holiday.

The floating holiday shall be taken at employee's discretion with prior approval of the Chief or his/her designee.

Section 6.2

In the event an employee is required to work on a holiday, he/she shall receive holiday pay and shall be paid at one and one-half (1-1/2) times his straight time rate of pay for all hours worked. In the event a holiday falls on an employee's regular day off the employee

shall have one (1) of the following options:

- A. The employee shall receive a future day off with pay, which shall be scheduled with the approval of the supervisor, and provided there is no additional cost to the Town,
- B. Receive eight (8) hours pay at straight time and not take a future day off.

ARTICLE VII **SENIORITY**

Section 7.0

The Town shall prepare and maintain a seniority list of the bargaining unit employees. The Union shall receive a copy of said list on or about July 1st of each year or when there is a change in the bargaining Unit.

Section 7.1

- A. Newly hired employees shall serve a probationary period of 365 calendar days. During such probationary period, the probationary employee shall be entitled to representation by the Union but actions taken with respect to discipline and discharge or other termination shall be in the sole discretion of the Town and shall not be subject to the grievance and arbitration procedure.

Upon completion of the probationary period, the employee's seniority shall date back to the date of hire.

- B. Newly promoted employees shall serve a probation period of 90 calendar days. If at the end of the probation period the employee is demoted he/she shall return to their previous position.

Section 7.2

In the event of a layoff all temporary, part-time and probationary employees shall be laid off first, and shall have no recall rights. Any bargaining unit employee who is subject to layoff shall be given at least two (2) weeks notice (10 working days). Thereafter, layoffs shall take effect as follows:

- A. The least senior employee within the job class.
- B. An employee who is laid off pursuant to this section, and who was performing satisfactory at the time of layoff, shall be placed on a recall list for a period of

18 months.

- C. All employees who are laid off shall provide the Town with a current address and phone number to be qualified for any recall rights they may be entitled to receive.
- D. If the laid off employee fails to respond to notice of recall within 10 days of said notice they shall not be entitled to the opening.
- E. No new employee shall be hired until all laid off employees with recall rights to the open position have been recalled or refused recall or failed to respond to notice of recall.
- F. An employee who is recalled shall be paid the rate of the position to which the employee is recalled.

ARTICLE VIII **WAGES**

Section 8.0

All jobs within the bargaining unit have been assigned a job class in accordance with the designations found in Appendix A. If and when during the course of this Agreement, the Town creates a new job which is to be included in the bargaining unit, then the Town shall designate the job class of the new job.

Section 8.1

When the duties and responsibilities of a bargaining unit position are significantly and substantially different than as stated in the job description existing at the time when this Agreement was signed, the following process shall apply. The incumbent employee and/or the Department Head shall request the Personnel Director to initiate an evaluation of the position. The Personnel Director shall review relevant information and shall meet with the Department Head, the employee and the Union President to consider whether the job description needs revision and whether job grade reclassification is appropriate. Any job grade reclassification recommended by the Personnel Director is subject to approval by the Mayor and the Union Executive Committee before it may be implemented.

Section 8.2

For each year of the newly agreed upon contract the hourly wages for each job classification shall be as listed in Appendix "A".

Section 8.3

Employees shall be paid bi-weekly by direct deposit for all those members who have a checking account. All salary increases shall be implemented on the first day of the next pay period following the effective date of the increase.

Section 8.4

There shall be no longevity pay for any member hired on or after July 1, 2018.

Employees hired before July 1, 2018 who have completed the stated years of continuous service shall be entitled to:

At five (5) years of continuous service - \$200.00.

At ten (10) years of continuous service - \$300.00.

At Fifteen (15) years or more of continuous service - \$400.00

At Twenty (20) years or more of continuous service - \$500.00

Said pay shall be non-accumulative and shall be paid to the employee at the first payroll period in December of each year.

ARTICLE IX
INSURANCE AND PENSION

Section 9.0

The Town shall provide, at no cost to the employee, the following insurance for all employees who have twelve or more months of continuous service with the Town:

Life Insurance, including an accidental death and dismemberment benefit, in the amount of one times the employee's straight time annual salary to the nearest thousand dollars. To be eligible for this benefit, employees must be employed for thirty (30) or more hours per week except that part-time employees hired before July 1, 2000 and employed for twenty (20) or more hours per week shall also be eligible for this life insurance benefit.

Liability coverage for all 911 emergency dispatchers, through the Town blanket policy.

Section 9.1

The Town shall provide the following insurance for all employees who are employed for thirty (30) or more hours per week and, where applicable, their eligible dependents:

A. State Partnership Plan 2.0,

- B. Dental Insurance.
- C. Vision Insurance
- D. Employees contributions shall be in accordance with the Following schedule:
 - FY 21-22 12%
 - FY 22-23 12%
 - FY 23-24 12%
 - FY 24-25 12%
 - FY 25-26 15%
- E. The Town shall maintain a “Section 125” Salary Reduction Agreement shall be designed to permit exclusion of the employees’ share of health insurance premiums from taxable income. The Town makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Town make a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town of any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Union shall not extend to acts which may be committed by the Town or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan.

Section 9.2

Employees are covered by the State Workers’ Compensation Act. Any employee who is eligible for compensation under this Act shall be compensated at the rate prescribed by the Act and for the duration of time as prescribed by the Act. Such payments will be made to the employee on behalf of the Town by the Town’s Workers’ Compensation insurance carrier.

Section 9.3

The eligible employees covered by this Agreement shall be provided with coverage under the Town of New Milford Pension Plan.

The eligible Employees covered by this Agreement shall be provided with coverage under the Town of New Milford, Connecticut Pension Plan, Part B – Applicable to Participants Who Are UPSEU Dispatchers, Teamsters or AFSCME Members. January 1, 2000, such contributions are treated as “pick up” contributions under Section 414(h) of the Code.

Division 2, Pension Plan, 2-23-2-49 shall be amended to include the following language:

Effective July 1, 2018, no annual retirement benefit shall exceed a maximum of seventy percent (70%) of the employee's "average annual compensation" as defined in the Pension Plan.

Notwithstanding the above:

Employees with at least twenty-five (25) years of credited service in the pension plan on 7/1/18 shall not receive an annual retirement benefit plan that is greater than:

1. seventy-five percent (75%) of the employee's "average annual compensation"

Or

2. the percentage of the employee's "average annual compensation" that he/she would have been entitled to receive had he/she retired on 7/1/18.

The parties agree that the earliest date that either party may demand to make any additional changes to the Town of New Milford Retirement System is earlier of the window period concurrent with the expiration of the Collective Bargaining Agreement between the Town of New Milford and the Union which succeeds the current agreement (July 1, 2018 – June 30, 2021) or between January 1 and January 31, 2022.

All other terms and conditions in the Pension Plan shall remain in full force and effect except as modified, changed, or replaced with the terms on this Section.

Section 9.4

The Town shall provide the health insurance benefits as set forth in this Article through a properly licensed insurance company in the State of Connecticut, or through an alternative self-insured arrangement. If benefits are self-insured by the Town, employees shall have all claims adjudicated in conformance with applicable confidentiality standards, along with the same internal rights of appeal extended by the service provider as if the benefits were insured. In no event shall, the coverage's and benefits provided through an alternative insurance carrier, managed care vendor, either self-insured or self-administered, be less than the benefits and coverage's as set forth in this Article. The size and scope of a preferred provider network of physicians, hospitals, dentists, etc., shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. It is agreed that an alternative insurance carrier or managed care vendor can be selected by the Town provided that the new insurance carrier or managed care vendor network includes 70% of the hospitals and physicians in Litchfield County and the Danbury Metropolitan

area of the original preferred provider network of hospitals and physicians. The Town retains the sole and exclusive right to select and/or change insurance carriers or managed care vendors. The Union shall be notified of the Town's intent to change carriers thirty (30) days prior to the effective date of change.

Section 9.5 Insurance Waiver

An employee who is eligible for health benefits provided by the Town and where such benefits are extended to his/her spouse and/or child(ren), the employee may voluntarily elect, subject to Section 125 of the Internal Revenue Code, to waive all medical/ vision benefits, and in lieu thereof, be remunerated an annual amount of 2 months premium, provided the employee has completed a waiver form provided by the Town during the enrollment period. In order to be eligible for this annual payment, the employee must provide evidence of similar coverage under another group health benefit program. If an eligible employee has waived his/her insurance benefits the previous year, and does not notify the Town of his/her selection for the coming fiscal year, the waiver will remain in effect. Payment for the waiver will be made at the end of the term year.

An eligible employee choosing this option shall be able to rescind such option during the annual open enrollment window period, or as a result of a change in "family status". A change in "family status" results from the eligible employee's marriage, divorce, birth or adoption of a child, death of a spouse or child, or the loss other health benefit coverage. An employee wishing to change this waiver option must give the Town at least fifteen (15) days advance written notice. If such option is rescinded, all prior rescinded coverage will become effective at the beginning of the month following the written notice to reinstate such coverage. An eligible employee who reinstates health benefits during the medical plan year must reimburse the Town the money received for waiving such insurance coverage.

**ARTICLE X
VACATIONS**

Section 10.0

Full-time employees with more than six (6) months of continuous service shall be entitled to the following vacation time:

At least 6 months, but not more than 1 full year	1 day per month
At least 1 full year, but not more than 4 full years	Two weeks (10) days
At least 5 full years, but not more than 11 full years	3 weeks (15) days

At least 12 full years but not more than 24 years	4 weeks (20) days
At least 25 full years	5 weeks (25) days

Twenty –five (25) days is the maximum amount of vacation an employee may receive. The vacation shall become effective in the fiscal year in which the employee’s anniversary date falls.

An employee who has worked less than half of the scheduled hours as a result of unpaid leave in the prior fiscal year shall be credited with earned vacation on a pro rata basis. Vacation time continues to accrue for the first six months of any extended period of paid absence, including short term disability and workers’ compensation.

Section 10.1

- A) The vacation period is July 1 through June 30 of each year. Application for vacation shall be made by the employee and is subject to the approval of the employee’s supervisor. Once a request is made the Town shall either approve or deny the request in writing (within seven (7) working days) to the employee and stating the reason if the request is denied. There will be no bumping of vacation time once a vacation has been granted.
- B) Requests for vacation shall be submitted by July 1 of each year for time off for the months of January – June 30th.
- C) Request for vacation shall be submitted by January 1 for the months of July – December 31st.
- D) If two or more employees within a department request the same vacation time, the most senior employee shall be given preference.
- E) Request for vacation that are made after the time frame as described in the above shall be granted on a first come basis.

Section 10.2

Accrued vacation time unused at the time of an employee’s termination for reasons other than discharge, except vacation leave carried over pursuant to Section 10.5 below, shall be paid to the employee on a pro rata basis.

Section 10.3

In the event of an employee's death, his spouse, or, if there is no spouse, his beneficiary or estate shall be paid for unused vacation time in the manner stipulated in the above Section 10.2.

Section 10.4

An employee who becomes ill during the course of his vacation leave shall be given an opportunity to change his vacation to sick leave, if he so desires, with the condition that he file with the Chief or his designee, a physician's certificate confirming the illness and its duration.

Section 10.5

- A. An employee may carry over a maximum of five (5) days of vacation leave into the next fiscal year. Payment in lieu of vacation shall not be permitted.
- B. An employee with fifteen (15) or more years of service may carry over a maximum of ten (10) days vacation into the next fiscal year.

**ARTICLE XI
LEAVE PROVISIONS**

Section 11.0 Sick Leave Income Protection Plan

It is recognized that from time to time an employee may become pregnant or be stricken with a disabling illness or injury, and/or a sudden and/or serious illness of an immediate family member which will prevent the employee from performing the requirements of the job. In such instances, it is the intention of the parties to minimize the financial impact of absence from work.

- A. During each fiscal year, each employee shall be credited with one day of sick leave for each month of completed service. On July 1 of each fiscal year, employees who have completed twelve months of service in the preceding fiscal year shall be credited with twelve paid sick days. Employees who have not completed twelve months of service in the preceding fiscal year, either because they are newly hired or because they have been on extended leave longer than three months (the first three months of leave shall be counted as months of service), shall be credited on July 1 "with one paid sick day for each completed month of service in the preceding fiscal year and shall continue to accrue paid sick days for each month of service after July 1" to a maximum of twelve days for that fiscal year. Sick days shall be used to provide the employee with a paid absence for up to the first five (5) consecutive days of non-job-related illness or injury and for up to the first three (3) consecutive days of job-related illness or injury. Up to three (3) sick days per year may be used for the purpose of personal

leave. Paid sick and personal leave days may be taken in hourly increments. Sick days unused as of the end of the fiscal year shall be paid to the employee in the month of September at the rate of 75% for each unused day and at the rate in effect as of the prior June 30.

- B. Employees who are absent due to a non-job related disabling illness or injury for five (5) or more days and who are under the care of a medical doctor, shall receive for disability benefits provided that the employee periodically furnishes to the Town a Doctor's certificate describing the nature and duration of the disability and the fitness of the employee to return to work and further provided the employee has completed six (6) months of service with the Town and further provided the employee works 30 hours or more per week. Notwithstanding the foregoing, employees hired before January 1, 2000 who work 20 hours or more per week are eligible for disability benefits.
- C. Short Term Disability. Short term disability shall apply to an extended absence for non-job-related illness or injury or more than five (5) consecutive work days. After the first five (5) consecutive days of absence and for a maximum duration of twenty-six (26) weeks, weekly benefits will be paid in the amount of sixty-six and two thirds percent (66 2/3%) of normal weekly straight time earnings, provided the employee is under the care of a licensed physician.

To continue on Short Term Disability an employee on Short Term Disability must provide monthly work status notes from his/her physician. The Town has a right to schedule an IME regarding the employee's work capacity. If the employee's doctor and the Town's doctor disagree, then they shall choose a third doctor to determine the issue of work capacity. The third doctor's opinion shall prevail.

- D. Long Term Disability. Employees who, after twenty-six (26) weeks are totally disabled from working and are unable to perform their own job or any other occupation or trade to which they are suited by reason of education or training shall be eligible to receive a long-term disability benefit which shall be equal to sixty percent (60%) of their normal monthly straight time earnings at the time of their disablement less any payments for which they are eligible from Social Security and any other insurance or pension plan to which the Town has contributed. Employees shall be eligible for long term disability benefits for the length of their disablement up to the normal retirement date of the Federal Social Security Act. Employees who qualify for long term disability benefits without an expectation of return to work shall apply for a disability pension under the Town pension plan and for Social Security disability benefits.
- E. In the event the Town has reasonable cause to believe that an employee is abusing sick leave by taking sick days on three or more occurrences, for purposes other than personal illness, the Town may require written substantiation of the employee's illness from a medical doctor.

- F. If an employee's sick leave has been used, an employee may request any accrued vacation time, subject to the approval of the Chief or his designee.
- G. For employees hired on or before July 1, 2001, sick days accumulated before July 1, 2001 shall be retained in a sick leave bank and may be used, on a pro-rata basis, to supplement, to 100% of base salary, the short-term disability benefit described in the foregoing subsection C. Any sick leave accumulation remaining at the time of the employee's termination shall be paid to the employee or the employee's spouse or estate according to the following schedule:
 - Upon death – 50%.
 - Upon retirement with a minimum of 20 years of service – 50%.
 - Upon discharge – 0%.
 - At any other termination – 25%.
- H. If another dispatcher is out on an extended leave, the senior dispatcher will take over that other person's shift with two weeks' notice from the employer and continue on that shift until the end of that bid period. At the discretion of the senior dispatcher, he/she may waive the two weeks' notice. If the dispatcher on leave has not returned by the end of the bid period, then the senior dispatcher will participate in the subsequent bid and will continue to participate in the bid process until the dispatcher on leave returns. Once the dispatcher on leave returns, a new bid will be immediately held and the senior dispatcher will return to his/her regular 7:00 to 3:00 shift.

Section 11.1 Funeral Leave

Absence from duty because of death in the employee's immediate family shall be excused and compensated for under the following conditions:

- A. The immediate family shall mean: father, mother, father-in-law, mother-in-law, spouse, child, sister, brother, grandmother, grandfather, step-child, son-in-law, daughter-in-law, grandchild, or any other domestic partner/ family member domiciled in the family's household.
- B. The purpose of time off with pay is to prepare for and attend the funeral ceremonies.

Compensation shall not exceed three (3) days, except in the event of death of the employee's spouse, child, grandchild, father, mother, sister or brother, the compensation shall not exceed five (5) days.

Section 11.2 Union Business Leave

- A. Union Officials shall be allowed leave without pay to attend Union conventions or conferences for the period to attend the function, not to exceed one (1) week each

and not more than two officials, in any fiscal year, as approved by the Chief or his/her designee.

- B. The Town shall recognize two employees, designated by the Union, for the purpose of handling grievances and time so spent shall be without loss of pay.
- C. The Town shall recognize three (3) employees designated by the Union for the purpose of handling contract negotiations and time so spent by these employees shall be without loss of pay.

Section 11.3 Jury Duty

The Town shall pay an employee for his attendance at jury duty in accordance with Section 51-247 of the Connecticut General Statutes.

Section 11.4 Military Leave

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, national Guard, Reserves or Public Health Service will be granted a Military Leave of Absence (a Military Leave”) for military service, training or related obligations in accordance with applicable State and Federal Law

Section 11.5 Personal Leave of Absence

Personal leaves of absence without pay may be granted at the discretion of the Chief, or his designee, for thirty (30) days, renewable up to ninety (90) days. Requests for Child-Rearing Leave shall be considered under this Section. After the first 30 days, continuation of benefits shall be at the employee’s expense, unless otherwise provided by law FMLA.

Section 11.6 Personal Days

Members will be allowed three (3) days off for personal reasons, subject to a 24 hour approval of the Chief or his designee. A personal day is a privilege which is non-accumulative, and is subject to schedule and staffing requirements, except in the case of a family emergency. Personal leave days cannot be carried over from one fiscal year to the next.

ARTICLE XII

TERMINATION OF EMPLOYMENT DUE TO INABILITY TO WORK

Section 12.0

The procedures of this Article shall be implemented when an employee who has been absent due to long term disability (either job-related or non-job-related) cannot return to work but no sooner than twenty-six (26) weeks from the date of disability. The 26 week waiting period shall not apply if before the 26 week period has elapsed, the employee's physician determines that the employee will not be able to return to work within a year of the date of disability.

Section 12.1

Upon notification from the Town to the employee pursuant to Section 12.0 above, the employee must present certification from his physician that the employee is able to perform or will be able to perform the essential functions of his job within a year of the date of disability. Date of disability shall be the first day the employee was unable to report to work due to disabling illness or injury. Successive periods of disability separated by less than three (3) calendar months are considered as the same disability when the illness or injury rendering the employee disabled remains the same. A return to work light duty on either a full-time or part-time basis shall not alter the original date of disability. If the employee's physician does not certify that the employee is able to perform, without limitation, the essential functions of his position or of any other available position offered by the Town, or, if in the opinion of a physician selected by the Town, the employee is found to be unable to perform said functions, the Town may terminate the employee. In such case, any disability benefits for which the employee may be eligible shall continue unaffected.

Section 12.2

When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the Town, a third medical opinion shall be obtained. For such a purpose, the employee shall select a physician from a list of three providers (with the appropriate medical specialty) selected by the Town. The third medical opinion shall prevail.

Section 12.3

In the event the employee does not report for the required medical evaluations, the employee may be terminated and such termination shall be deemed to be for just cause.

ARTICLE XIII

DISCIPLINARY PROCEDURE

Section 13.0

- A. No employee shall be discharged or otherwise disciplined except for just cause; except that the Town shall have the right in its sole discretion to discipline and discharge any employee during such employee's probationary period.
- B. All warnings (except oral warnings), suspensions and discharges shall be stated in writing with reasons given and a copy given to the employee and the Union.

ARTICLE XIV **GRIEVANCE PROCEDURE**

Section 14.0 Purpose

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

Section 14.1 Definitions

A grievance for the purpose of this procedure shall be deemed to be an employee or Union complaint involving a matter relating to the interpretation and application of the specific terms and conditions of this Agreement. The term "working days" shall be defined as the hours of operation of the New Milford Town Hall.

Section 14.2 Time Extensions

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

Section 14.3 Procedure

Step One: Within fourteen (14) calendar days of the date of the occurrence giving rise to a grievance, the aggrieved may, with or without Union representation submit the grievance in writing, signed by him and his Union representative to the department head or his designee. The department head or his designee shall schedule a meeting as soon as possible and no later than fourteen (14) calendar days with all those concerned to discuss the grievance. The decision of the department head shall be delivered in writing to the employee and to the Union representative within fourteen (14) calendar days after the meeting.

Step Two: If the aggrieved is dissatisfied with the decision rendered by the department head, said grievance shall, within fourteen (14) calendar days of receipt of the Step One

response, be submitted in writing to the Mayor or his/her designee. The Mayor or his/her designee shall within fourteen (14) calendar days of the receipt of the grievance submit his decision in writing to the employee and his representative.

Step Three: If the grievance shall not have been disposed of to the satisfaction of the aggrieved or if the Mayor or his designee shall fail to render his decision within fourteen (14) calendar days after the receipt of the grievance, the Union shall have the right to submit the grievance for final solution to the Connecticut State Board of Mediation and Arbitration within fourteen (14) calendar days after the date of such decision by the Mayor or his designee or within twenty-eight (28) calendar days after receipt of the grievance by the Mayor or his/her designee. The decision of the arbitrator(s) shall be final and binding upon both parties but shall not contravene, alter, add to or subtract from the specific terms of this Agreement. The parties shall share equally in the cost of arbitration.

Section 14.4

If the Town fails to provide a written response to the grievance within the time limits of this grievance procedure, the grievance shall be considered denied as of the date the answer is due and the Union may submit the grievance to the next step of the grievance procedure.

ARTICLE XV **SAVINGS CLAUSE**

Section 15.0

In the event that any Article, Section or portion thereof; of this Agreement is held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the Article, Section or portion thereof directly specified in the decision.

ARTICLE XVI **NO DISCRIMINATION**

Section 16.0

Both parties agree to continue their policies of not discriminating against any employee on the basis of race, color, religion, age, sex, ancestry, national origin, martial status, sexual orientation, veteran status, political affiliation and activity, disability which is unrelated to the ability of the employee to perform a particular job or any other characteristic protected by applicable federal or state laws. Grievances brought under this Section are limited to the first two steps of the grievance procedure and shall not be subject to arbitration.

Section 16.1

As used in this Agreement, masculine or feminine pronouns shall include reference to either sex.

ARTICLE XVII
TUITION ASSISTANCE

Section 17.0

The Town shall provide assistance to full-time employees in reimbursement for tuition expense incurred by employees enrolled in job-related educational courses subject to a maximum of three thousand dollars (\$3,000.00) each fiscal year per employee.

This tuition assistance is subject to the following limitations:

- A. Courses must be sponsored by a recognized educational institution, that is, a college or university accredited by a recognized regional or national accrediting association.
- B. Correspondence courses are excluded.
- C. Courses must be completed with a passing grade of "C" or better or "Pass" if the course is ungraded
- D. The employee must submit the published course description to and obtain approval from the immediate supervisor and from the Mayor or designee before enrolling in the course. Written certification by the immediate supervisor that the course is job-related is required.
- E. Upon completion of the course, the employee must forward a transcript of grades and invoices for the cost of tuition to the Personnel Office.
- F. The rate of reimbursement shall be, for a Grade of "B" or better, 75% of tuition cost and, for a Grade of "C" or "Pass", 50% of tuition cost.

ARTICLE XVIII
MISCELLANEOUS

Section 18.0

Union may use one bulletin board to be designated by the Town in each building where bargaining unit member's work.

Section 18.1

The Union will provide each employee with a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement. New employees will be provided with a copy of this Agreement by the Town at the time of hire. Three (3) signed copies will be given to both the Union and the Town upon signing. The Town shall post this Agreement on the Town's website.

Section 18.2

If the Town requires an employee to attend a course of instruction directly related to the employee's job, the Town shall pay the course tuition and materials costs.

Section 18.3

With the prior approval of the Chief or his designee, and subject to the availability of funds, an employee may attend educational seminars or conferences directly related to the employee's job during working hours without loss of pay.

Section 18.4

- 1) The Town shall provide each new full-time dispatchers with a complete set of uniforms. This shall include 4 pairs of pants, 3 long-sleeved shirts, 3 short-sleeved shirts, 1 fleece, 1 belt, 1 pair of boots (not to exceed \$150.00) and 1 headset. The Town shall replace these items as needed.
- 2) The Town shall arrange and pay for cleaning of the dispatcher uniforms for the duration of the contract. Alterations are permissible consistent with the NMPD Policy and Procedures. Dispatchers re required to wear the issued uniform at all times including on-duty venues, except as otherwise authorized by the Chief.

Section 18.5

Dispatchers who are scheduled to attend six (6) hours or more of training/meetings in one day shall be given a meal allowance of \$10.00 per day. This shall apply only to training/meetings held in locations other than the New Milford Police Department, but inside the State of Connecticut. If the training/meeting is held outside of the State of Connecticut, the dispatcher shall be given a meal allowance of \$30.00 per day.

Section 18.6

All employees shall be subject to the Town's Drug and Alcohol Abuse Policy.

Section 18.7

Dispatchers assigned as training dispatchers shall be compensated \$600.00 per year. \$300.00 will be paid at the last pay period in June and the other \$300.00 will be paid the last pay period in December.

**ARTICLE XIX
DURATION**

Except where provided otherwise, this Agreement shall be effective and remain in full force and effect from the date hereof through June 30, 2026 and thereafter, shall be considered automatically renewed for successive periods of one (1) year, unless either party shall, on or before one hundred fifty (150) days prior to the termination of this Agreement, but no sooner than one hundred eighty (180) days, serve written notice on the other party of a desire to terminate, modify or amend this Agreement, providing, however, it is understood and agreed that the parties will begin negotiations within a reasonable time after notice shall be given to the other party.

IN WITNESS WHEREOF, the parties have set their hands on this 14th day of April, 2022.

FOR THE TOWN OF NEW MILFORD



Pete Bass – Mayor

Date: _____

4/14/22

Witnessed by:

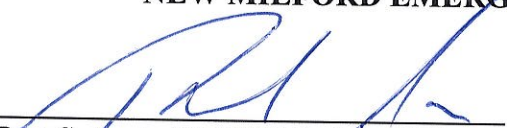


Greg Bollaro – Personnel Director



Michael J. Rose – Town Attorney

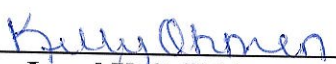
**FOR THE UNITED PUBLIC SERVICE EMPLOYEES UNION
NEW MILFORD EMERGENCY DISPATCHERS UNIT #911**



Ron Suraci –UPSEU Regional Director

Date: 4/20/2022

Witnessed By:



- Local Unit #911

**APPENDIX A
JOB CLASSIFICATIONS**

Current as of June 30, 2021

Emergency Dispatcher	\$26.17
Certified Emergency Dispatcher	\$27.96
Senior Dispatcher	\$29.96

WAGES

2% increase for the 1st year of this agreement (July 1, 2021 through June 30, 2022), (retroactive if necessary)

2% increase for the 2nd year of this agreement (July 1, 2022 through June 30, 2023)

2% increase for the 3rd year of this agreement (July 1, 2023 through June 30, 2024)

2% increase for the 4th year of this agreement (July 1, 2024 through June 30, 2025)

2% increase for the 5th year of this agreement (July 1, 2025 through June 30, 2026)

The Communications Supervisor will make \$3.00 per hour more than Certified Emergency Dispatcher

